Adelanto Elementary School District

COLLECTIVE BARGAINING AGREEMENT

between the

Adelanto Elementary School District

and the

Adelanto District Teachers Association

2024 – 2026

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ARTICLE 1
Agreement

1.1 The articles and provisions contained herein constitute a bilateral and binding agreement between the Adelanto School District (hereinafter referred to as "DISTRICT") and the Adelanto District Teachers Association (hereinafter referred to as "ASSOCIATION", an employee organization affiliated with CTA/NEA. The Board of Trustees shall hereinafter be referred to as "BOARD".

1.2 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code.

ARTICLE 2
Recognition

The DISTRICT confirms its recognition of the ASSOCIATION as the exclusive representative for the unit of employees certified by the Public Employees Relations Board (PERB) in Docket Number LA-R-663, dated November 4, 1976, including all certificated employees except day-to-day substitutes and those identified as Management employees.

ARTICLE 3
Term

This agreement shall remain in full force and effect up to and including June 30, 2017; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, of the current school year of its request to modify, amend, or terminate the Agreement; or unless another exclusive representative is selected by the bargaining unit in which case this Agreement shall remain in effect until June 30 of such year; or unless the ASSOCIATION notifies the DISTRICT by March 15 of each year of its request to modify or amend the annual Calendar (Article 18), Salary (Article 12) and/or Health and Welfare Benefits (Article 13), and two additional reopeners per party.

ARTICLE 4
Bargaining Unit Membership

4.1 Membership

4.1.1 An up-to-date alphabetical list of all employees on certificated salary schedule, indicating new employees, and including employee's full name, personal address, personal phone number, employee's hire date, employee's seniority date, and their assigned site shall be sent to ADTA's membership chair monthly.

4.1.2 The District will provide the Association President at least ten (10) days advance notice of all new employee orientations (any onboarding meeting whether in person, online, or through other means) unless there is an urgent need critical to the employer's operations that was not reasonably foreseeable. The District will permit Association access to such operations, where the Association will have a minimum of one (1) hour with employee(s).

4.2 Dues Deduction

4.2.1 ADTA/CTA/NEA has the sole and exclusive right to have employee organization membership dues deducted by the employer for the employees in the bargaining unit upon notification of membership. ADTA/CTA/NEA certifies that it maintains such information.

4.2.2 The Employer shall deduct in accordance with ADTA/CTA/NEA dues from the wages of all employees who are members of the bargaining unit.

4.2.3 Nothing contained herein shall prohibit an employee from submitting membership dues directly to ADTA/CTA/NEA.

4.2.4 The Employer agrees to remit such dues monthly to CTA.

4.3 Grievance and Dispute Resolution

4.3.1 Neither the Association nor individual unit member may file a grievance, regarding any administration of Article 4 – Bargaining Unit Membership.

4.3.2 The Association, CTA and/or NEA agrees to indemnify and hold harmless the District, or the District Board of Trustees, individually or collectively, its officers, employees and agents, against any and all liabilities, (including reasonable and necessary costs of litigation; including reimbursement of all expenses, fees, judgements and costs), arising from any and all claims, demands, suits, or other actions relating to the District's compliance with this article.

4.3.3. Any underpayments to the Association, CTA and/or NEA resulting from the District's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s). Any overpayment to the Association, CTA and/or NEA resulting from excessive deductions shall be remedied either by refund from the Association, CTA and/or NEA to the affected employee(s) or by a credit against future payments by the affected employee(s).

ARTICLE 5
Savings Provision

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

ARTICLE 6
Statutory Changes

Improvement, reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties to negotiate for the purpose of changing such benefits in the Agreement.

ARTICLE 7
Consultation

The ASSOCIATION has the right to consult on the definition of educational objectives; the determination of the content of courses and curriculum; and the selection of textbooks. The DISTRICT shall give written notice to the ASSOCIATION that BOARD action on any matter of consultation, as defined herein, is being considered. Such notice shall be given sufficient time for the parties to meet and consult in good faith.

ARTICLE 8
Non-Discrimination

Neither the DISTRICT nor the ASSOCIATION shall discriminate against any Bargaining Unit Member on the basis of race, color, religion, ancestry, national origin, disability, gender or sexual orientation as defined in subdivision (q) of Section 12926 of the Government Code, membership or non-membership in an employee organization or participation or non-participation in protected activities of an employee organization.

ARTICLE 9
District Rights

9.1 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 services 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 operation; 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, evaluate, promote, suspend, terminate, and discipline employees.

9.2 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 judgement and discretion therewith, shall be limited only by the specific and express terms of this Agreement and the law, and then only to the extent specific and express terms are in conformance with law.

9.3 The DISTRICT retains its right to amend, modify, or rescind policies and practices referred to in the Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the DISTRICT. Such determination will be made by the DISTRICT only after having provided an opportunity for the exclusive representative to consult on the matter.

ARTICLE 10
Association Rights

10.1 The ASSOCIATION President and/or his/her designee(s) shall be provided the equivalent of thirty (30) school days per year of leave for the purpose of conducting ASSOCIATION business. Extra days may be approved by the Superintendent upon written request from the ASSOCIATION President. The ASSOCIATION will pay the DISTRICT the cost of the substitute needed to cover the assignment of the President and/or his/her designee(s).

10.2 All Wednesdays after the regular school day shall be reserved for meetings of the ASSOCIATION.

a. The first and second Wednesday of the month shall primarily be used for negotiations and/or liaison meetings. If negotiation and liaison meetings are not scheduled, these Wednesdays may be used for meetings within the contract limits of Article 17 – Duty Day.

b. The third and fourth Wednesday of the month after the regular school days shall be reserved for meetings of the ASSOCIATION.

10.3 The ASSOCIATION Building Representative shall be granted a minimum of five (5) minutes of a regular staff meeting for ASSOCIATION announcements.

10.4 The ASSOCIATION shall select bargaining unit representatives to serve on District-wide committees such as, but not limited to:

a. Curriculum Instruction & Assessment (CIA)

b. District English Language Advisory Council (DELAC)

c. Disaster Preparedness & Safety Committee

d. Facilities Committee

e. Instructional Materials Selection Committee

The President or his/her designee shall provide to the District names of committee representatives by the end of the first month of school.

Article 11
Grievance Procedure

11.1 Definitions

a. **Grievance** – an allegation that there has been a misinterpretation, a misapplication, or a violation of a specific provision of this Agreement.

b. **Grievant** – the person or persons making the claim. The ASSOCIATION may file as the grievant when it determine that there is a grievance.

c. **Respondent** – the party named by the grievant or the ASSOCIATION as being responsible for the alleged violation.

d. **Immediate Supervisor** – the DISTRICT designated management employee having immediate jurisdiction over the grievant or who has been designated to adjust the grievance.

e. **Day** – a day in which the grievant is scheduled to render service to the DISTRICT. The grievant may agree to meet during vacation or the summer in an effort to resolve the grievance.

11.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

11.3 Procedure

a. **Informal Level – Level One**

Within ten (10) days from the occurrence of the act(s) or the act(s) of omission giving rise to the grievance and before filing a formal grievance, or within ten (10) days from when the grievant could reasonably be expected to know of the event(s) which give rise to the grievance and before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor. The grievant shall have the right to be accompanied by an ASSOCIATION representative.

b. **Formal Level – Level Two – Immediate Supervisor**

(1) If the grievant and/or the ASSOCIATION is not satisfied with the disposition of the grievance at the **Informal Level – Level One**, the grievant may appeal to **Formal**

Level – Level Two within ten (10) Days after the **Informal Level – Level One** conference. The appeal shall be made on the approved form.

(2) The immediate supervisor shall communicate a written decision to the grievant and the ASSOCIATION within ten (10) days after receiving the appeal. If the immediate supervisor does not respond within the time limit, the grievant may appeal to the next level.

(3) Within the above time limit, either party may request a personal conference with the other or such request shall be granted.

c. **Formal Level - Level Three - Superintendent**

(1) If the grievant does not receive a written response from Formal Level - Level Two within ten (10) days or is not satisfied with the decision received, he/she may file the grievance on the approved form with the Superintendent or his/her designee.

(2) The Superintendent or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) days after receipt of the grievance. If the Superintendent or his/her designee does not respond within the time limits, the grievant may appeal to the next level of the grievance procedure.

(3) A conference shall be held within the above time limits at the request of either the grievant or the Superintendent or his/her designee.

(4) If the grievant and/or the ASSOCIATION is not satisfied with the disposition of the grievance, the grievance may be appealed to the Formal Level - Level Four.

d. **Formal Level - Level Four - BOARD**

(1) If the grievant does not receive a written response from Formal Level-Level Three within ten (10) days, or is not satisfied with the decision received, he/she may submit a written request on the approved form, to meet with the BOARD.

(2) The BOARD shall notify the grievant in writing of the date, time and place of the meeting within ten (10) days of receipt of the request.

(3) The grievant shall have the right to have ASSOCIATION representation at the meeting.

(4) The BOARD shall communicate the decision to the grievant and the ASSOCIATION in writing within ten (10) days of the meeting.

e. **Formal Level - Level Five - Binding Arbitration**

(1) If the Grievance is not satisfactorily settled in Level Four, the Grievant shall, within ten (10) days after receipt of the DISTRICT's reply, submit a written notice to the DISTRICT of his/her intent to submit the grievance to the Superintendent for binding arbitration. Within ten (10) workdays following receipt of the Grievant's notice of intent to submit the grievance to arbitration, the DISTRICT shall request the California State Conciliation Service to provide a list of five (5) arbitrators from which the parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the arbitrator.

(2) All arbitrators' hearings shall be held within the boundaries of the Adelanto School District. BOARD Members and five (5) Bargaining Unit Members may attend hearings as observers.

(3) The party on the losing end of the arbitrator's decision shall pay the cost of the arbitrator. In the event that the arbitrator's decision favors both parties, the cost of the arbitrator shall be borne equally by both parties.

(4) Both parties may be represented by such person or persons as they may choose or designate.

(5) In considering any issue in dispute, in the order, the arbitrator shall give due consideration to the statutory rights and obligations of the school BOARD to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

(6) 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).

(7) The arbitrator shall have no power or authority to recommend or resolve any of the following:

1. Dismissal of a tenured employee.
2. The termination of service or failure to reemploy a probationary employee.
3. The classification of any employee as probationary.

4. The content of the employee's evaluation.

(8) The arbitrator shall be limited as follows:

1. Where the DISTRICT has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement.

2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.

3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

4. The arbitrator's award may include financial reimbursement or other proper remedy, except fines, damages, or penalties. The arbitrator's award of financial reimbursement, if any, shall be binding on the DISTRICT up to $2,500.00. Any additional financial award recommended by the arbitrator shall be advisory only.

(9) In the event of any advisory financial award of more than $2,500.00, the recommendation of the arbitrator shall only be advisory and if, upon review of the written recommendation, the BOARD shall make the final determination as to the additional recommended financial award.

(10) After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions of the precise issue(s) submitted. The decision of the arbitrator will be submitted to the BOARD and the ASSOCIATION.

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

11.4 Miscellaneous

a. Nothing contained herein shall be construed as prohibiting the grievant from requesting assistance from the ASSOCIATION to assist in processing the grievance.

b. The time limits specified at each level in the grievance procedure shall be considered to be maximums and efforts shall be made by both parties to meet these time limits. The time limits, however, may be extended by mutual written consent.

c. In the event a grievance is filed at such a time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the next school year could result in harm to the grievant or the DISTRICT, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

d. If the DISTRICT does not respond within the prescribed time limit at any level, the grievant may appeal to the next level within the stated time limit.

e. The grievant and/or his/her representative shall be provided reasonable release time at Level Two or above for the purpose of grievance conferences and hearing. Any witness who appears at the conference or hearing shall be accorded the same right.

f. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

g. No reprisals of any kind shall be taken by the Immediate Supervisor, Superintendent, or any member or representative of the administration or the BOARD against the grievant or any representative of the grievant by reason of filing a grievance or participating in a grievance.

h. The ASSOCIATION shall receive a copy of each grievance and response at formal levels. The ASSOCIATION has the right to meet and discuss any response or agreement with the appropriate party at any formal level.

i. Both parties to the grievance shall have access to all documents which would assist in adjudicating the grievance.

ARTICLE 12
Salary

12.1 Members will receive a one-time off-schedule increase of 1% for the 2024/2025 school year and a one-time off-schedule increase of 1% for the 2025/2026 school year

Starting in the 2023-2024 school year, the following longevity stipends will be added to the base salary for Bargaining Unit Members who have been employed by the District for: **

19 years	$2,000
24 years	$3,500
29 years	$4,000

**Credit for prior service will not be used to calculate longevity stipends. Longevity stipends are non-cumulative.

The Bargaining Unit Member hourly rate will be $65.00.

12.2 Differentials

a. The National Board for Professional Teaching (NBPTS) Certification Differential shall be computed annually at 3.5% of Column I, Step 1, of the salary schedule on which the qualified Bargaining Unit Member is placed.

An annual off schedule stipend of $5,000 shall be paid to a bargaining unit member who has obtained National Board for Professional Teacher (NBPTS) certification and who teaches at a designated Comprehensive Support and Improvement ("CSI") school. The stipend shall be paid for a period not to exceed five (5) years. Should the "CSI" school no longer qualify for the "CSI" designation, the NBPTS certificated Bargaining Unit Member shall receive the stipend for one (1) additional year. If the NBPTS certificated Bargaining Unit Member leaves the "CSI" school before the end of the year, the annual stipend shall be pro-rated based on the actual time of service at that school.

b. Section 12.2. shall not conflict or interfere with any other provision in the Collective Bargaining Agreement.

12.3 Intern teachers shall be properly placed on the salary schedule (at the full rate of that placement).

12.4 All Bargaining Unit Members shall be paid on a twelve-month basis. Those bargaining unit members hired during the course of the year shall be pro-rated for the remainder of the school year.

12.5 Any Bargaining Unit Member terminating employment prior to the completion of annual service shall make immediate and full restitution of any salary overpayment.

12.6 New Bargaining Unit Members entering the DISTRICT shall be allowed up to twelve (12) years teaching experience. Maximum placement shall be on the thirteenth step.

a. Retired teachers entering the DISTRICT shall be allowed up to five (5) years of teaching experience with maximum placement on Step 6 and shall be placed accordingly on that Class for which they are qualified.

12.7 Bargaining Unit Members who resign from the DISTRICT and are subsequently reemployed within 39 months from the Board of Trustee's acceptance of the unit member's resignation shall be granted full experience credit based on previous placement on the certificated salary schedule.

12.8 Salary Placement/Advancement

a. Course credit for salary placement/advancement shall be given for postgraduate, upper division, or graduate course work taken at four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the DISTRICT.

b. The DISTRICT may approve lower division work on a case by case basis but such approval must be received prior to the time the lower division course work is taken.

c. Semester hours (units) as defined by the particular accredited college or university shall be acceptable for placement/advancement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by two-thirds (2/3).

d. Any half unit or more shall be converted to the next full unit for salary placement/advancement purposes. (B.A. + 14 2/3 = B.A. + 15; B.A. + 14 1/3 = B.A. + 14) e. Only one "rounding" shall take place for each evaluation of transcripts

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f. The Bargaining Unit Member requesting reclassification on the salary schedule shall submit supporting records or transcripts verifying hours (units) of study and/or official notices in the form of a grade card or letter from the college/university by April 1 for salary placement retroactive to January 1 and October 1 for salary advancement retroactive to July 1. The pay warrant received following submission of the semester hours (units) shall correctly reflect the salary to be paid the Bargaining Unit Member for proper placement on the salary schedule. The DISTRICT shall pay any retroactive amounts due the Bargaining Unit Member because of the salary schedule advancement.

g. Such temporary verification which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement of 12.8.f. the Bargaining Unit Member shall provide the official transcript to the DISTRICT as soon as it becomes available.

12.9 Extra Duty Pay Schedule

a. DISTRICT Paid (Positions paid monthly)

Teacher in Charge	$6,000 (Plus 5 additional days)
Induction Coaches	$4,500

b. Site Paid (Stipends shall be paid from site funds. Positions paid monthly.)

Site Based English Learner Coordinator	$3,500
School Technology Specialist	$2,500
School Literacy Specialist	$3,500

Coaches	$1,000 per coach per team with a maximum of 4 coaches per sport
ASB Activities Director	$1,500
ASB Advisor	$900
Yearbook Advisor**	$1,000
Athletic Director	$1,500
Cheer and Drill Team***	$1,500

Department Chair (Middle School)	
Sections	Salary
11-24	$1,000
25-40	$1,500
41-55	$2,000
56-70	$2,500

** Must have instructional element after school.

*** Paid annually for all advisors/coaches involved i.e. 3 people, then $1500 ÷ 3 = $500 each.

c. The above listed positions shall be posted by May 15th and filled as determined by each school site on an annual basis in accordance with Article 20-Transfers and Reassignments of this Agreement.

(1) The above listed positions shall be paid the full stipend on a monthly basis if hired within the first sixty (60) calendar days of the school year.

(2) If hired after the 60th calendar day of the school year, the stipend shall be prorated for the amount of time hired and paid on a monthly basis.

(3) Coaches shall be paid in a single payment upon completion of the sport.

d. The DISTRICT shall provide release time for Bargaining Unit Members or compensation at the rate of 4 hours of hourly per diem rate for the preparation of each staff development in-service. This provision excludes those Bargaining Unit Members already compensated from another source such as mentor teachers or grant recipients.

12.10 Teacher Release Time

School Coordinator/School Committee Members	Maximum Days of Released Time
Art	1 (Each Big Event)
Science	6
Language Arts (I.E. Young Authors/Reading Fair)	6
History Day	6

12.11 Summer Session and Saturday School for 2025/2026, shall be compensated at Bargaining Unit Member's per diem daily rate. Summer School should be assigned on a volunteer basis based on District seniority.

12.12 Professional Learning Days compensated at per diem.

ARTICLE 13
Health and Welfare Benefits/Early Retirement

13.1 Beginning in the 2025/2026 school year, the DISTRICT shall provide group health and accident insurance to all Bargaining Unit Members and shall pay up to $1,849.92 of the premiums per month.

a. For each bargaining year that the medical monthly premium is covered by the District for the lowest cost HMO option, Transfers and Reassignments: Article 20.5.c transfer language will be extended for the following bargaining year, beginning in the 2022-2023 school year.
b. If at any time the medical monthly premium is not covered by the District for the lowest cost HMO option, the Transfers and Reassignments: Article 20.5.c language will be suspended for the following year. Once the District covers the lowest cost HMO option, the language will be reinstated as outlined above.

13.2 The DISTRICT accepts the Adelanto District Teachers Association proposal for Medical/Mental Health Benefits which includes:

a. $2,000 buy-out to the Bargaining Unit Members with proof of alternative health insurance to be paid twelfthly.

13.3 The DISTRICT shall pay 50% of the premiums for all Bargaining Unit Members working on a one-half-time or greater contract but less than full-time.

13.4 In addition, the following insurance coverage will be paid in full by the DISTRICT for all employees on a one-half-time or greater contract:

a. Dental Insurance

b. Vision Insurance

13.5 An additional supplemental (optional) life insurance plan is available at the Bargaining Unit Member's expense. When authorized by the eligible Bargaining Unit Member, payroll deductions shall be made for the optional group life insurance premiums.

13.6 All of the above health and welfare benefits shall be made available to retirees (at retirees expense according to law) and Bargaining Unit Members on approved leave.

13.7 Retirement Medical Benefit

A Bargaining Unit Member who chooses to retire upon reaching age 55 or older and who has served at least ten (10) years in the DISTRICT may elect to receive a percentage of HMO health insurance premium until Medicare eligible age.

a. Retired Bargaining Unit Member receives 100% of Bargaining Unit Member's lowest available super composite rate for health insurance as paid for current employees. The above will be applied toward whichever insurance plant chosen by the retired Bargaining Unit Member subject to approval of the insurance carrier up to Medicare eligible age.

b. Medical insurance coverage for retiree and spouse/dependents will begin at retirement and end when retiree reaches Medicare eligible age.

c. As an alternative the DISTRICT shall pay a lump sum payment equal to 50% of the super composite rate per year for each year remaining to Medicare eligible age.

13.8 Supplemental Early Retirement Program (SERP) (Suspended from July 1, 2018 through June 30, 2019)

a. Bargaining Unit Members retiring between the ages 55 and 60 with ten (10) or more years of service in the DISTRICT shall be credited with the following years of additional service credit:

Additional Years	
Age of Retirement	**Service Credit**
55	5
56	4
57	3
58	2
59	1

b. **Purpose:** To provide a supplemental retirement benefit which will enable Bargaining Unit Members between age 55 and 60 to retire earlier than they might otherwise be able.

c. **Formula:** Same as STRS, but with additional years of credit to be provided by the DISTRICT; based on highest three (3) consecutive years average compensation prior to retirement.

d. **Requirements:** Bargaining Unit Member must retire under STRS between the ages of 55 and 59. SERP benefits will commence on a common date to be determined and will continue for life.

e. **Death Benefits:** Balance of first 24 monthly payments payable to beneficiary.

f. **Contribution of Living Adjustments:** 2% per annum simple.

g. As an alternative to SERP, the DISTRICT agrees to offer an eligible Bargaining Unit Member seventy-five (75%) of the amount of the DISTRICT's contribution to SERP as a cash buy-out.

h. Bargaining Unit Members whose first date of service is on or after July 1, 2010 shall not be eligible to participate in the Supplemental Early Retirement Plan (SERP).

13.9 Vision benefits will be provided for retirees who qualify for retirement medical benefits under Article 13.6 of this agreement.

ARTICLE 14
Leave Provisions

Bargaining 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:

14.1 Illness Leave (Sick Leave Deduction)

a. **Definition:** An illness leave is granted to a Bargaining Unit Member who is unable to work due to personal illness, injury or quarantine.

b. **Length of Leave:**

(1) Each Bargaining Unit Member shall be entitled to eleven (11) days illness leave for service rendered during the school year, plus any amount not taken in previous years. Such leave may be taken at any time during the school year in accordance with Education Code provisions and this agreement.

(2) When a Bargaining Unit Member is absent from his/her duties for one full day, leave shall be charged for one full day whether or not a substitute was made available by the DISTRICT.

(3) When a Bargaining Unit Member is absent from his/her duties for all morning or all afternoon, one-half day leave shall be charged whether or not a substitute was called.

(4) In the event a Bargaining Unit Member is absent from his/her duties for a fraction less than one-half day and a substitute is called, the employee shall be charged with one-half day leave.

(5) In the event a Bargaining Unit Member is absent from his/her duties for a fraction less than one-half day and a substitute teacher is not called, leave time shall be charged for only that fraction of a day. Leave time for the purpose of this Article shall be computed to the nearest half (1/2) hour.

c. **Compensation:** Bargaining Unit Members on illness leave shall receive their regular salary.

(1) A Bargaining Unit Member who is absent beyond his/her accumulated leave shall receive the difference between his/her salary and that paid to a substitute, in accordance with Education Code provisions.

(2) **Request Procedure:** Request for illness leave shall be made by calling the Substitute Employee Management System.

(3) **Certification Requirement:** In the event of absence due to illness, the DISTRICT may require a statement of a physician, certifying the illness when abuse of illness leave is suspected.

(4) **Notification of Return:** The Bargaining Unit Member shall notify the school principal of his/her status for subsequent days in ample time to inform the substitute of his/her assignment. The school office shall be responsible for notifying the Substitute Employee Management System.

(5) **Physical Examination:** In the event of absence due to illness for a period of over two (2) weeks, the DISTRICT may require the Bargaining Unit Member to furnish evidence of a physical examination or statement from a physician certifying his/her fitness to resume duty. The DISTRICT may require that the Bargaining Unit Member be examined by the physician of DISTRICT's choice at DISTRICT expense, in which case the opinion of the said physician shall be official.

(6) **Sick Days:** During the term of this agreement, each bargaining unit member shall accrue sick days at the rate of eleven (11) days per year. Accrued, but unused, sick days shall be carried forward from year to year as presently provided by law and by the rules and regulations of the DISTRICT which are now in effect.

(7) A teacher who works a full summer session shall receive one (1) day of leave, not accruable for that summer school session.

(8) **Transfer of Accumulated Sick Leave:** A new employee of the DISTRICT who has been a certificated employee of another public school district in California for one year or more, may request in writing the transfer of any accumulated unused leave for illness

or injury from the former district to the DISTRICT. Such notice shall be filed during the first year of employment in the DISTRICT.

14.2 Personal Necessity Leave (Sick Leave Deduction)

a. A Bargaining Unit Member may use at his/her election, any days of accrued sick leave for the purposes of personal necessity.

b. The Bargaining Unit Member shall be granted personal necessity leave as follows:

(1) Death of a member of his/her immediate family. This shall be in addition to normal bereavement leave.

(2) Accident/incident beyond the Bargaining Unit Member's control involving his/her person or property or the person or property of his/her immediate family of such emergency nature as to require the presence of the Bargaining Unit Member during his/her working day.

(3) Serious or critical illness of a member of the immediate family of such nature as to require the presence of the Bargaining Unit Member during the working day.

(4) Appearance of the Bargaining Unit Member in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any other made with jurisdiction.

(5) Appointment which cannot be secured during non-duty hours with a doctor or dentist for the Bargaining Unit Member or a member of the immediate family requiring the presence of the Bargaining Unit Member during the working day.

(6) Attendance at a funeral service when such attendance causes the Bargaining Unit Member to be absent during the working day.

(7) In the event a unit member cannot report to work due to hazardous weather/road conditions, a personal necessity leave or vacation leave shall be granted.

(8) Upon written notification (of birth, adoption) by the Bargaining Unit Member to the Superintendent or designee, the Unit Member may opt to use Personal Necessity days to compensate FMLA maternity leave for purposes of child care/bonding not to exceed a total of twelve (12) work weeks.

a. A Bargaining Unit Member may donate sick leave to another Unit Member (District donation form).

14.3 Personal Business Leave (Sick Leave Deduction)

a. A Bargaining Unit Member may use, at his/her election, not more than eight (8) days of accumulated sick leave benefits, per school year as defined in Education Code 37200 for personal business (non accumulative).

b. In addition, a Bargaining Unit Member may use, upon prior written approval of the Superintendent, accumulated sick leave benefits for fulfillment of civic responsibilities. Civic responsibility is defined as attendance at events or meetings of non-profit organizations (excluding ADTA/CTA/NEA) or of organizations for which no remuneration is received.

14.4 Bereavement (NO Sick Leave or Payroll Deduction)

a. Each Bargaining Unit Member shall be granted up to five (5) days in the event of the death of any member of the Bargaining Unit Member's immediate family.

b. Up to five (5) additional days of leave may be granted by the Superintendent or his/her designee.

c. Such leave of absence shall be without salary deduction and shall not be charged against sick leave.

d. Members of the immediate family shall be husband, wife, son, daughter, mother, father, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, mother-in-law, father-in-law, cousin, cousin-in-law, niece, nephew, uncle, aunt, brother-in-law, sister- in-law, grandchildren, step-children, step-parents, and other persons living in the household of the Bargaining Unit Member subject to the approval of the District Superintendent.

14.5 Personal Leave (Payroll Deduction)

a. A personal leave is a leave granted for personal reasons (matrimony, urgent business affairs, family illness, religious holiday observance, attendance at non-school connected conventions, etc.)

b. Maximum personal leave is twenty (20) consecutive working days. Leave may be extended upon approval of the BOARD.

c. Absence for personal reasons are not encouraged but may be granted, subject to approval of the District Superintendent. A written request shall be filed.

d. Salary deductions shall be made for each day of such absence equal to the individual Bargaining Unit Member's established daily rate. (See "Personal Necessity Leave" and "Personal Business Leave" for additional provisions.)

14.6 Sabbatical Leave (Payroll Deduction)

a. **Definition:** A sabbatical leave is a leave granted to a permanent Bargaining Unit Member for formal study, fellowship grant, independent study, or educational travel.

b. **Length of Leave:** Sabbatical leave may be granted for not less than one-fourth year or more than one year.

c. **Eligibility:** (1) Any Bargaining Unit Member who has completed seven (7) years of service in the DISTRICT may apply for sabbatical leave. Only one such leave per Bargaining Unit Member will be granted in each seven-year period. Applications for sabbatical leave should be filed as far in advance as possible, and will be evaluated by a committee composed of one teacher from each grade level to be appointed after consultation with the exclusive representative, plus one principal, named by the District Superintendent, or designee, plus one DISTRICT representative, named by the BOARD. Each school shall be represented by at least one member on the committee. (2) The committee will make a recommendation to the BOARD through the Superintendent. The BOARD will make the final determination as to whether the request for such leave will be granted or denied.

d. **Number on Leave:** Not more than 3% (rounded to the next highest whole number) of the Bargaining Unit Members of the DISTRICT may be on a sabbatical leave in any one year, except as recommended by the Superintendent and principal, on approval of the BOARD.

e. **Compensation:** A Bargaining Unit Member on sabbatical leave shall receive 50% of the salary he would have received on regular full-time duty in the DISTRICT in accordance with Education Code provisions. Full fringe benefits will be maintained in accordance with this agreement.

f. **Return to DISTRICT:**

(1) Any Bargaining Unit Member who is granted a sabbatical leave shall file a bond with the DISTRICT, which shall enable the DISTRICT to reclaim any remuneration granted the bargaining unit member while on leave, in the event the Bargaining Unit Member does not return to the DISTRICT for a period of at least two (2) years after the leave has been completed.

(2) In the event of physical disability or death, whereby the bargaining unit member is rendered unable to perform such two years of service, he/she will be exonerated from the forfeiture of such bond.

(3) Each Bargaining Unit Member will be required to sign a statement prior to the granting of the leave, that he/she will return to the DISTRICT in the position to which he/she may be assigned on his/her return, and not necessarily the specific position he/she held when the leave was granted.

g. **Salary Schedule:** A Bargaining Unit Member returning from sabbatical leave shall receive the same progressive advancement on the salary schedule as he/she would have received had he/she remained in active service.

h. **Retirement:** A period of sabbatical leave will reduce retirement credit by the same proportion as the salary reduction unless additional retirement contributions are made in accordance with provisions of the Education Code.

14.7 Industrial Accident and Illness Leave

a. Bargaining Unit Members will be entitled to industrial accident leave according to the provisions of the Education Code for personal injury or illness which has qualified for worker's compensation under the provisions of the Compensation Insurance Fund.

b. Such leave shall not exceed sixty (60) days during which the schools of the DISTRICT are required to be in session or when the bargaining unit member would otherwise have been performing work for the DISTRICT in any one fiscal year for the same industrial accident.

(1) After sixty (60) days, if the Bargaining Unit Member is still absent from duty as a result of such industrial accident leave, he/she shall then be entitled to other leave benefits for which he/she may be eligible.

(2) The BOARD shall consider an extension of industrial accident leave with pay for an additional thirty (30) working days in the event of an injury to a bargaining unit member while serving at an assignment designated by a principal or his/her surrogate or other DISTRICT management employee, when such injured Bargaining Unit Member is the victim of an unprovoked assault which results in criminal action taken against the attacker.

c. The DISTRICT has the right to have the Bargaining Unit Member examined by a physician designated by the DISTRICT to assist in determining the length of time during which the Bargaining Unit Member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury or illness involved.

(1) For any days of absence from duty as a result of the same industrial accident or illness, the Bargaining Unit Member shall endorse to the DISTRICT any wage loss benefit check from the DISTRICT's Workers Compensation Insurance Carrier which would make the total compensation from both sources exceed 100 percent of the amount the Bargaining Unit Member would have received as salary had there been no industrial accident or illness.

(2) If the Bargaining Unit Member fails to endorse to the DISTRICT any wage loss disability indemnity check received on account of the industrial accident or illness as

provided above, the DISTRICT shall deduct from the Bargaining Unit Member's salary warrant, the amount of such disability indemnity actually paid to and retained by the Bargaining Unit Member.

14.8 Jury or Witness Service (NO Payroll Deduction)

a. Definition: The term "State Courts" shall include Justice Courts, Municipal Courts, and the Superior Courts.

b. A Bargaining Unit Member who is subpoenaed to serve on jury duty may be granted a leave of absence to do so.

c. Compensation: A Bargaining Unit Member shall be entitled to leave without loss of pay for any time the Bargaining Unit Member is required to perform jury duty. The DISTRICT shall pay the Bargaining Unit Member the difference, if any, between the amounts received for jury duty and the Bargaining Unit Member's regular rate of pay. Any meals, mileage and/or parking allowance provided the Bargaining Unit Member for jury duty shall not be considered in the amount received for jury duty.

d. School Business: A Bargaining Unit Member ordered to represent the DISTRICT in any case involving the DISTRICT shall be deemed on official school business, and shall be paid his/her regular salary.

e. Jury Duty leave may include a total of two (2) days maximum travel time if needed if the location of the required court appearance is over 100 miles from place of residence.

f. No leave of absence will be granted to serve on a grand jury.

g. A witness leave is a leave granted to allow a Bargaining Unit Member to appear as other than a litigant in the case in response to an official order from governmental jurisdiction (excluding service in an Unfair Practice charge against the DISTRICT).

(1) Compensation: Payment may be made for such leave up to a maximum of five (5) days per year and may not be accumulated from one year to the next, and shall be up to but not more than the difference between the Bargaining Unit Member's regular earnings and any amount received for witness service.

14.9 Maternity Sick Leave (Sick Leave Deduction)

a. Bargaining Unit Members are entitled to use sick leave as set forth under Illness Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Bargaining Unit Member and the Bargaining Unit Member's physician.

b. Bargaining Unit Members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, and related conditions, when sick leave as set forth in Illness Leave has been exhausted. The date on which the Bargaining Unit Member shall resume duties shall be determined by the Bargaining Unit Member on leave and the Bargaining Unit Member's physician.

c. The Bargaining Unit Member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

14.10 Unpaid Leave of Absence

Unpaid Leave of Absence for personal reasons or extended leave of absence without pay for personal reasons may be granted by the Board of Education to a unit member upon approval of the Assistant Superintendent of Human Resources. Reasons for which leave may be granted include, but are not limited to, the following:

a. Illness of the immediate family

b. Peace Corps

c. Accepting a new child into the family by birth or legal adoption

d. Other circumstances which may require the unit member’s absence from work.

The leave of absence will be up to one (1) year or not more than twelve 12 months. The leave will not count as time towards seniority. The unit member will not retain his/her position at their school site.

The unit member will be guaranteed a position in the District upon return. All compensation and benefits will cease during the leave of absence.

14.11 Opportunity Leave

a. Definition: An opportunity leave is a leave granted in order that a permanent Bargaining Unit Member may accept a position which will result in the Bargaining Unit Member rendering more effective service to the DISTRICT upon his/her return, or to allow the Bargaining Unit Member to work in a graduate Degree program.

b. Length of Service: Leave may be granted for a maximum of one school year. An extension of such leave for one additional school year may be granted.

c. Compensation: No salary will be paid by the DISTRICT for the period of the leave.

d. Request Procedure: The Bargaining Unit Member shall submit a written request to the office of the Superintendent, including a description of the opportunity and how it will enable the Bargaining Unit Member to render more effective service to the DISTRICT upon his/her return. The BOARD will consider each case specifically on its merits.

14.12 Paid Parental Leave

The District shall comply with the requirements of School Employees, sick leave, paternity and maternity leave (Ed Code sec. 44977.5)

14.13 Catastrophic Leave

A catastrophic leave is defined as any life-threatening illness or injury to the Bargaining Unit Member which is expected to incapacitate the Bargaining Unit Member from carrying out their normal duties for a period in excess of 10 days. It is also any life-threatening illness or injury to the Bargaining Unit Member’s spouse or dependent child that requires care from the Bargaining Unit Member, thus preventing the Bargaining Unit Member from carrying out their normal duties for a period in excess of 10 days.

a. Catastrophic leave shall be granted to any Bargaining Unit Member meeting the above requirement.

b. Once it is apparent that the Bargaining Unit Member will exhaust all personal sick days, the Bargaining Unit Member may request donations of sick days from the body. A donor may donate any number of their reserved sick days, in excess of a year's reserve (11 days).

c. An incident is considered to have concluded once the Bargaining Unit Member returns to work.

d. After all donated sick days have been exhausted, the Bargaining Unit Member may request and will immediately receive up to 30 sick days from the catastrophic leave pool, if available, per incident.

e. In the event that the Bargaining Unit Member returns to work before all donated sick days have been exhausted, all unused donated days will be placed in the catastrophic leave pool. Unused, donated sick days will not be returned to donors.

f. Once the Bargaining Unit Member has exhausted all potential personal, donated and catastrophic pool sick days. The Bargaining Unit Member will be placed upon differential pay; whereby the Bargaining Unit Member will receive their normal salary less the cost of their replacement Substitute teacher for a period of up to 100 days.

g. The DISTRICT will provide an accounting of the catastrophic leave reserve quarterly to the ASSOCIATION.

ARTICLE 15
Evaluations

Purpose: The goal of evaluation is to improve the quality of teaching. These provisions constitute the procedures to be utilized for the performance evaluation and assessment of certificated Bargaining Unit Members as set forth in the California Education Code. (E.C. 44660, et seq.).

Definitions:

Evaluations – Cumulative analysis of the Bargaining Unit Member's proficiency in the *six* domains of the 2024 California Standards of the Teaching Profession, 2023 California Standards for the School Counseling Profession, 2016 Scope of Practice in Speech-Language Pathology, or 2022 California School Nurses Organization: Scope and Standards, as applicable, inclusive of informal and formal observations. ADTA and AESD mutually agree to automatically open for negotiations Article 15 Evaluations: Section "Definitions - Evaluations" if the California State Standards are updated.

Observations – Evaluator's opportunities to gather information on which to base the Bargaining Unit Member's evaluation.

15.1 The performance evaluation shall relate to:

a. The progress of students toward the BOARD's established standards of expected pupil achievement. The evaluation shall not include the use of publisher's norms established by standardized tests.

b. The instructional techniques and strategies used by the Bargaining Unit Member.

c. The Bargaining Unit Member's adherence to curricular objectives.

d. The establishment and maintenance of a suitable learning environment within the scope of the Bargaining Unit Member's responsibility.

15.2 Evaluation Procedure:

Evaluations, covering items a. through d. in paragraph 15.1 above.

a. Bargaining Unit Members to be evaluated during a particular school year shall meet with the evaluator and be furnished a copy of the evaluation forms, expectations, and will be notified of the identity of their evaluator no later than 30 calendar days from the first student attendance day of the year or first work day of the Bargaining Unit Member.

b. A Bargaining Unit Member shall have the right to request an alternate evaluator. The request will be evaluated and granted by the District and the alternate evaluator will be assigned by the District. This request must be made within the first 30 calendar days in accordance with above. The alternate evaluator will not discuss the evaluation with the former evaluator prior to, during, or after the evaluation process.

c. The Bargaining Unit Member shall have the right to identify any constraints which the Bargaining Unit Member believes may inhibit his/her ability to meet the expectations and procedures established.

d. There shall be at least one (1) formal classroom observation for each Permanent Bargaining Unit Member and three (3) for each Probationary and Temporary Bargaining Unit Member. A Bargaining Unit Member may request additional observations to replace an unsatisfactory observation.

e. The Probationary/Temporary Bargaining Unit Member shall select the subject area for the first and third classroom observations and the evaluator shall select the subject area for the second classroom observation. The Permanent Bargaining Unit Member shall select the subject area for the observation. All observations must be based on the four (4) core curricular areas and/or the teacher's credentialed single subject area.

f. The evaluator shall observe the Bargaining Unit Member for at least thirty (30) minutes.

g. Probationary/Temporary/Pre-Probationary/Permanent Bargaining Unit Members (Ratings) are as follows:

1	Does Not Meet
PT	Progressing Toward Standards
2	Meets/Exceeds Standards
*	Not Evaluated At This Time

(1) A rating of 2 (Meets/Exceeds Standards), PT (Progressing Toward Standards) or 1 (Does Not Meet Standards) shall be written by the evaluator on each element of the Domain.

(2) An asterisk (*) (Not evaluated at this time) shall be used by the evaluator on elements

of the Domain that were not evaluated at this time for all Bargaining Unit Members. For the calculation of the average domain score, an asterisk (*) shall not be included.

(3) PT shall become a 1 or 2 on the Final Summative.

h. Should the evaluator miss a scheduled observation, the Bargaining Unit Member shall be immediately notified. The evaluator will reschedule the observation with the Bargaining Unit Member. An evaluator or evaluatee may only reschedule two times in a school year.

i. Other than personal notes, the evaluator shall use only the Observation and Evaluation Forms in this Agreement.

j. Each Bargaining Unit Member to be evaluated shall have a Post-Observation conference within 5 working days. A written copy of the Observation Rating Form will be provided and discussed with the Bargaining Unit Member by the evaluator at this meeting.

k. The Bargaining Unit Member shall sign and receive a copy of all forms relating to the observation and evaluation.

k. Bargaining Unit Members shall not be required to participate in the evaluation(s) and/or observations of other Bargaining Unit Members.

m. The evaluation of Bargaining Unit Members, pursuant to this Article, shall not include or be based upon the following:

(1) Achievement of objectives by students as stated in either Individual Educational Programs (IEP's) of Special Education students or Progress Profiles of bilingual/ELL students.

(2) Any methodology or technique unless the Bargaining Unit Member has had training in and agrees to the use of the methodology or technique.

15.3 Responsibilities of Evaluator During Post-Observation Period

a. If a Bargaining Unit Member receives an overall rating of 1 "Does Not Meet Standards" in a majority of the elements in a domain, the evaluator shall provide support assistance to the Bargaining Unit Member. The Breakthrough Plan shall be developed together, in cooperation with the Bargaining Unit Member, and include, but not be limited to, the following:

(1) Specific plan for improvement.

(2) Additional resources to implement the plan.

(3) Techniques to measure improvement and a time schedule to monitor progress.

b. Provide written comments on Bargaining Unit Member's progress in meeting standards in the identified element(s) within established timeline(s).

c. Any deficiencies noted on the Observation Form and corrected within the evaluation period, shall not be included in the Final Summative Evaluation.

15.4 Frequency Of Performance Evaluations:

a. A Final Summative Evaluation Report for all Bargaining Unit Members shall be provided at the end of the evaluation cycle.

b. Any Permanent Bargaining Unit Member who has been employed at least 10 years with the school district and whose previous evaluation rated the employee Meets/Exceeds shall be evaluated every five years. This begins after the eleventh-year evaluation. (Ed Code 44664).

c. Any Permanent Bargaining Unit Member who receives a rating of “Does Not Meet Standards” in one or more domains on the Final Summative Evaluation Report shall be evaluated annually in the domain until all ratings are “Meets/Exceeds Standards.”

d. Any Permanent Bargaining Unit Member shall be provided an opportunity to be observed a second time.

15.5 Responsibility of Evaluator In Final Summative Evaluation

a. A conference, scheduled by the evaluator, shall be held where the Final Summative Evaluation Report shall be discussed. The Bargaining Unit Member shall sign and receive a copy of all performance evaluation forms and may append any form with comments.

b. In preparing the Final Evaluation Form for placement in the Bargaining Unit Member's personnel file, the evaluator shall rely upon data collected through classroom observations, ongoing observations and evaluation conferences. Any deficiencies noted on an Observation Form and corrected within the evaluation period, shall not be included in the Final Summative Evaluation Report.

c. The evaluator and the Bargaining Unit Member shall meet at least thirty (30) days prior to the end of school year to review and sign two (2) copies of the Final Summative Evaluation Report, one of which is to be placed in the Bargaining Unit Member's personnel file and the other to be retained by the Bargaining Unit Member. Only the Final Summative Evaluation Report shall be placed in the personnel file.

d. Signing of any forms by the Bargaining Unit Member does not indicate agreement.

15.6 Bargaining Unit Member Comments

The Bargaining Unit Member has the right to initiate a written reaction or response to the evaluation. Such a response shall become a permanent attachment to the copy of the evaluation in the Bargaining Unit Member's personnel file. 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 Bargaining Unit Member's evaluation.

15.7 Coaching

Walk through visits are for the purpose of coaching by the administrator and providing timely feedback to the teacher, and shall not be used in the disciplinary process. There shall be no copies, forms, or electronic records kept of walkthrough visits. The sole coaching document will be left with the teacher. Any concerns observed in an informal walk-through are shared within 5 working days, opportunity for improvement is provided, and supports for improvement are offered.

EVALUATION PERIOD TIMELINES

Pre-Probationary/Temporary/Probationary		
Observation	3 Times each year	By 11/1, 1/20, 3/1
Evaluation	Final Summative	By: 30 days prior to end of year
Permanent		
Observation	1 Time Each Year	By 2/1
Evaluation	Final Summative	By: 30 days prior to end of year

15.8 Nurses, Counselors, and Speech Language Pathologists shall be evaluated using job specific evaluation forms and according to the standards listed in the definition section of Article 15 as provided in this agreement.

a. Nurses will be evaluated based on the California School Nurses Organization: Scope and Standards.

1. Evaluations will be based on ongoing observations of the elements defined in the California School Nurses Organization: Scope and Standards.
2. The timelines for evaluations will be in accordance with the above evaluation timelines.

b. Counselors will be evaluated based on the California Standards for the School Counseling Profession (CSSCP).

1. Evaluations will be based on ongoing observations of the elements defined in the CSSCP.
2. The timelines for evaluations will be in accordance with the above evaluation timelines.
3. A pre-evaluation meeting shall be held no later than 30 days before the evaluation(s) are to occur, to notify the Bargaining Unit Member of any specific areas on the evaluation that are not met. The Bargaining Unit Member shall be able to gather evidence of activities that meet these areas before the evaluation is held.

c. Speech Language Pathologists will be evaluated based on the Scope of Practice in Speech-Language Pathology.

1. Evaluations will be based on ongoing observations of the elements defined in the Scope of Practice in Speech-Language Pathology.
2. The timelines for evaluations will be in accordance with the above evaluation timelines.

Article 16
Peer Assistance and Review (PAR/BTSA/New Teacher) Program

a. The PAR Consulting Teacher's and BTSA Support Provider's terms shall routinely be one (1) year in length.

b. The PAR Consulting Teacher's and BTSA Support Provider's terms may be continuous up to three (3) years. At the conclusion of the third year, a PAR Consulting Teacher and BTSA support provider shall wait for at least one (1) year before reapplying for the PAR Consulting Teacher or BTSA Support Provider position.

c. PAR Consulting Teachers will support the Referred and Self-Referred Teacher. BTSA Support Providers will support the Participating Teachers.

16.1 Joint Committee

a. A committee shall be established through a selection process.

b. Composition of the Joint Committee: The Joint Committee will be comprised of nine (9) people with seven (7) being allowed to vote. Five (5) classroom teachers will be selected with one (1) serving as an alternate and four (4) will be allowed to vote. Four administrators will be selected with one (1) serving as an alternate and three (3) will be allowed to vote. All members shall attend all meetings.

(1) Joint Committee shall select a chairperson, alternating annually between administrators and classroom teachers.

(2) Seven (7) members will constitute a quorum, a majority of which shall be teachers.

c. Establishment of Joint Committee:

(1) Classroom teacher members of the Joint Committee shall be selected by the Adelanto District Teachers Association President subject to ratification by the Executive Board through an appointment process.

(2) School administrator Joint Committee members shall be appointed by the Superintendent or his/her designee.

(3) Committee member terms shall be staggered as follows: Two (2) teachers shall have a three (3) year term, two teachers shall have a two (2) year term and two administrators shall have a three (3) year term, one (1) administrator shall have a two (2) year term. The alternates shall have a two (2) year term.

d. Joint Committee Duties and Responsibilities: The Joint Committee shall make recommendations to the Board of Trustees of the District concerning Referred Teachers including forwarding the names of the Referred Teachers to the Board of Trustees who after sustained assistance have not demonstrated satisfactory improvement. Prior to forwarding a Referred Teacher's name to the Board of Trustees, the Joint Committee shall review the assistance provided to the Referred Teacher and shall determine whether or not the Referred Teacher has been afforded "sustained" assistance.

The Joint Committee shall:

(1) Administer the PAR/BTSA Program.

(2) Determine its own meeting schedule.

(3) Follow operating rules and procedures as stated in Article 16 of the collective bargaining agreement.

(4) Participate in any training required to implement the program.

(5) Select the PAR Consulting Teacher and the BTSA Support Providers by majority vote.

(6) Use a consensus model for decision making. When consensus cannot be attained then a simple majority will be used.

(7) Accept or reject referrals for intervention from principals and volunteers.

(8) Meet with the PAR Consulting Teacher(s) periodically to approve staff development plans for Referred and Self-Referred teachers and receive reports.

(9) Collaborate with other teacher support programs.

(10) Oversee training of Consulting Teacher(s).

(11) Generally meet within the Committee's work day, however, work outside of the regular workday shall be compensated at the hourly rate per the collective bargaining agreement.

(12) Develop program budget subject to Board of Trustee's approval.

(13) Evaluate PAR Consulting/BTSA Support Providers and their documentation.

(14) Monitor the progress of Referred and Self-Referred Teacher intervention including making the decision regarding the success of such intervention and so advising the Board of Trustees.

15) Evaluate annually the impact of the Peer Assistance and Review program in order to improve the program.

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

16.2 PAR Consulting Teacher/BTSA Support Providers

A PAR Consulting Teacher and BTSA Support Provider shall be a permanent Bargaining Unit Member who provides assistance to all teachers enrolled in the PAR/BTSA program.

PAR Consulting Teacher and BTSA Support Provider Selection:

a. PAR Consulting Teachers and BTSA Support Providers shall:

(1) Possess a clear California Teaching Credential.

(2) Have successfully taught in the District for the last 5 years of which at least 60% was in a full time position providing instruction to students. The District BTSA liaison may provide support whether or not they meet the 60% criteria to participating teachers when a Support Provider is unable to fulfill their duties as approved by the Joint Committee.

(3) Demonstrate exemplary teaching ability.

(4) Demonstrate effective written and oral communications.

(5) Demonstrate effective leadership ability.

(6) Demonstrate ability to work cooperatively and effectively with other staff members.

(7) Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.

b. PAR Consulting Teachers and BTSA Support Providers shall be selected as follows:

(1) A notice of vacancy shall be posted in accordance with Article 20.3.

(2) Applicants shall submit an application form or letter of application.

(3) Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. At least one letter shall be from the immediate supervisor, and at least one letter shall be from a teacher or association representative.

(4) Applications submitted shall be subject to a screening process established by the Joint Committee to ensure that candidates meet minimum qualifications. (5) An

interview with each of the candidates shall be conducted by the Joint Committee. (6) PAR Consulting Teachers and BTSA Support Providers shall be selected by the Joint Committee after a minimum of two (2) representatives (at least one teacher and one administrator) of the Joint Committee have conducted an informal classroom observation.

(5) An interview with each of the candidates shall be conducted by the Joint Committee.

(6) PAR Consulting Teachers and BTSA Support Providers shall be selected by the Joint Committee after a minimum of two (2) representatives (at least one teacher and one administrator) of the Joint Committee have conducted an informal classroom observation.

c. PAR Consulting Teacher shall:

(1) Meet with the Referred and Self-Referred Teacher and Site Administrator/Evaluator to:

(a) discuss the PAR program

(b) establish mutually agreed upon performance goals aligned with pupil learning

(c) mutually develop the written assistance plan and a process for determining successful completion of the PAR program

(2) Conduct multiple informal observations of the Referred and Self-Referred Teacher during classroom instruction and provide specific immediate feedback.

(3) Meet regularly for observations/discussions with each Referred and Self Referred teacher.

(4) Conduct model lessons, staff development, and seek appropriate resources as needed.

(5) Participate in meeting with other district Consulting Teachers.

(6) Maintain a written log of contacts and specific support given to each Referred and Self-Referred Teacher.

(7) Document all observations, visitations and meetings.

(8) Submit and discuss periodic written reports with the Referred and Self Referred Teacher.

(9) Continue to provide assistance until the Joint Committee directs the Consulting Teacher to cease support because it has determined that further assistance shall not be productive or the teaching performance of the Permanent Teacher is satisfactory.

(10) Submit a mid-year and final report to the Joint Committee.

(11) Participate in an annual review of the program with the Joint Committee.

(12) Have the right to present reasons in writing why their specific Referred and Self-Referred Teacher should be reassigned to another Consulting Teacher.

(13) The PAR Consulting Teacher assists Referred and Self-Referred Teachers through demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that shall support the Referred and Self-Referred Teacher. The PAR program strongly encourages a cooperative relationship between the Consulting Teacher, Site Administrator and the Referred and Self-Referred Teacher with respect to the process of peer assistance and review.

d. PAR consulting teacher may use BTSA program materials and forms throughout this process to support Referred and Self-Referred Teachers.

e. Reports and meetings with the Joint Committee

(1) The Consulting Teacher shall submit two (2) written reports to the Joint Committee on the progress of the Referred and Self-Referred Teacher. The first report shall be submitted no later than January 15 of each school year. The final report shall be submitted at least 45 calendar days before the end of the Referred and Self-Referred Teacher's school year.

(2) The Referred and Self-Referred Teacher may respond in writing to the Consulting Teacher's report.

(3) All deliberations of the Joint Committee are confidential. The Joint Committee may request follow-up information.

f. PAR Consulting Teacher's and BTSA Support Provider's Release and Workload

The number of participants and available programs and funding shall determine PAR Consulting Teacher and BTSA Support Provider teacher to Participating/Referred and Self-Referred Teacher ratios and assignments. The PAR Consulting Teacher and BTSA Support

Provider may serve Participating/Referred and Self-Referred Teachers on Full time, Half Time or a Non Release basis.

g. Right of Return for PAR Consulting Teachers and BTSA Support Provider on Release Upon the completion of service as a PAR Consulting Teacher and BTSA Support Provider, he/she shall be returned to the position assignment that he/she held prior to becoming a PAR Consulting Teacher and BTSA Support Provider. If that position assignment no longer exists at your previous site, he/she shall be provided a similar position assignment that he/she is credentialed to teach. Similar is defined as "within the primary, intermediate, or middle school position".

h. Compensation - The Full Time PAR Consulting Teacher and BTSA Support Provider shall be paid his/her regular pay according to the negotiated salary schedule.

i. The Non Release BTSA Support Provider will receive a stipend as listed in Article 12.9 (Extra Duty Pay Schedule). This stipend will be for serving two (2) participating teachers. If the BTSA Support Provider serves only one (1) Participating teacher, then the stipend will be half of the listed amount.

j. Non-Release will support no more than two participating teachers.

16.3 Program Eligibility

a. Mandatory Participation - This component of the Program shall provide intervention to permanent teachers who receive a rating of a 2 (Does not meet Standard) on the Final Summative evaluation in two of any domains in two consecutive years as provided in the evaluation article of the Agreement through peer Consulting Teachers. They shall be referred to the Joint Committee by their immediate supervisors for intervention under this program.

b. Non-Mandatory Referral - Teachers receiving a rating of a 2 (Does not meet Standard) in any one of the six domains on the Final Summative Evaluation in any two consecutive years may be referred to the Joint Committee.

(1) The Joint Committee shall have the authority to accept or reject non-mandatory referrals from principals or volunteers. Teacher so referred shall have an opportunity to appear before the Joint Committee prior to its determination regarding such a referral. Notification of acceptance into the PAR program shall occur within thirty (30) calendar days of request or not later than June 1st in the year of referral or request to participate.

(2) If the Joint Committee accepts the recommendation for a referred teacher, participation is mandatory except for the volunteer participating teacher.

c. Self-Referred Permanent Teachers who seek to improve their teaching performance may self-refer to the Joint Committee for intervention under this program.

d. Exclusions

The Program shall not deal with teacher's employment issues that arise from accusations of neglect of duty or misconduct which are distinct from teacher's evaluations in relationship to the California Standards for the Teaching Profession and the Evaluation article of the contractual Agreement.

e. Referred and Self-Referred Teachers

The Referred and Self-Referred Teacher is a Bargaining Unit Member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the parties collective bargaining agreement. There are three (3) categories of Referred and Self-Referred Teachers.

(1) Referred and Self-Referred Teacher Participants

(a) The purpose of participation in the PAR Program is to assist permanent teachers in need of development in subject matter knowledge or teaching strategies or both. Permanent Bargaining Unit Members shall be required to participate in the PAR Program as a result of receiving two (2) consecutive years of—Does not meet Standards in two domains on their Final evaluations.

(b) The Consulting Teacher shall provide assistance to the Referred Teacher and Self-Referred Teacher until the Consulting Teacher and the Referred or Self-Referred Teacher conclude that the teaching performance of the Referred and Self-Referred Teacher is satisfactory, or that further assistance shall not be productive, at which time the Consulting Teacher shall submit a recommendation to the Joint Committee. Recommendations shall be made at least annually. The Consulting Teacher shall continue to provide assistance until the Joint Committee acts on the recommendation. The Referred and Self-Referred Teacher shall have the right to submit a written response to the final report.

(c) The Referred and Self-Referred Teacher shall have the right to present reasons in writing why their specific PAR Consulting Teacher should be replaced and another PAR Consulting Teacher substituted and to have those reasons considered.

(d) This article does not expand nor diminish the Bargaining Unit Member's ability to grieve an evaluation pursuant to the negotiated contract between the parties.

(2) Volunteer (Self-Referred) Teacher Participants

(a) The purpose of voluntary participation in the PAR program is to assist Permanent Bargaining Unit Members who seek to improve their teaching performance. Volunteers may request the Joint Committee to assign a PAR Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the PAR consulting teacher shall play no role in the evaluation of the teaching performance of a Volunteer Teacher participant. The Volunteer Teacher shall indicate area(s) he/she seeks assistance in his/her request. The Volunteer Teacher may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

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

(3) (BTSA) Beginning Teacher Support and Assessment Participating Teacher

(a) The purpose of participation in the assistance component of the BTSA program is to support Beginning Teachers in need of assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession. For beginning Bargaining Unit Members, this will be the Beginning Teacher Support and Assessment (BTSA) Program.

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

(c) The Beginning Teacher shall be defined as:

(1) Preliminary credentialed 1st or 2nd year teachers

(2) Intern teachers

(3) Teachers with Emergency Permits

(4) Experienced teachers with a Clear Credential who are new to the District.

(d) Beginning Teachers shall be supported on a priority basis determined by district needs. Funds received through the BTSA Program must be used to support Preliminary Credentialed teachers only, however funds received through the PAR Program may be used to support all beginning teachers as listed in 16.3 (c) 1-4.

16.4 Program Operations

a. Confidentiality

All materials related to evaluations, reports, deliberations, and other personnel matters shall be confidential; subject to the following exceptions:

(1) In response to subpoena or order of the court.

(2) The final report may be used by the district in any employment action based upon instructional performance.

16.5 Duty to Indemnify

The District shall hold harmless the members of the PAR Joint Committee and the consulting Teacher for any liability arising out of their participation in this Program.

16.6 Funding

Not more than 5% of the fund received by the school district for PAR may be expended for administrative costs. It is understood and agreed that this program shall terminate if for any reason there exists an inability for full funding thereof through AB1X (1999, Villaraigosa), BTSA or successor legislation.

ARTICLE 17
Duty Day

17.1 It is agreed that the nature of the Bargaining Unit Member's work requires many instructional duties. Such duties include, but are not limited to planning, selecting and preparing instructional materials, evaluating the work of students, conferring with parents, maintaining records, developing curriculum, and studying literature to keep abreast of developments within the subject matter taught by the unit member.

17.2 It is agreed that Bargaining Unit Members will participate in adjunct duties both on a voluntary and assigned basis. Bargaining Unit Members shall not be assigned more than two (2) adjunct duties.

The adjunct duty list shall be uniform throughout the DISTRICT as follows:

District Committees	**School Committees**
Budget Advisory	Art Fair
Curriculum/Instruction & Assessment	PBIS
District PBIS Team	Leadership Team
Safety and Wellness	School Site Council (through election process)
Instructional Materials Selection	Science and Engineering Fair
Student Study Team	Red Ribbon Week
	STAR Champion
	Safety
	Young Authors
	History Day

An additional site adjunct duty list will be established by the Bargaining Unit Members and administration at each site.

17.3 The DISTRICT shall make every effort to assure that adjunct duty responsibilities of Bargaining Unit Members are shared in an equitable manner by all Bargaining Unit Members at each site.

a. In making adjunct duty assignments, the site administrator shall seek volunteers prior to making assignments. Volunteered time shall be counted equally with assigned time in balancing the sharing of adjunct duty responsibilities among teachers.

b. In requiring teachers to perform adjunct duties, the site administrator shall act in a reasonable and equitable manner.

17.4 The regular duty day is as follows:

a. The regular daily instructional minutes shall not exceed:

Grades TK-3	310 minutes
Grades 4-5	330 minutes
Grades 6-8 at K-8 schools	330 minutes
Grade 6-8 at middle schools	300 minutes

1. Classroom teachers are expected to be present at their respective work site fifteen (15) minutes before the beginning of the instructional day.
2. There will be a thirty-five (35) minute duty free lunch exclusive of instructional minutes.
3. Middle schools (grades 6-8) shall consist of a seven (7) period day-said minutes listed in 17.4, inclusive of preparation period, and passing minutes. Preparation period includes planning and preparing classes, meeting students and parents, grading papers, and any other duties deemed necessary by the teacher. Up the three (3) preparation periods per school year may be utilized to conduct collaboration. Teachers shall not perform supervisory or classroom teaching functions except as reasonably needed to provide safety services during emergencies and drills, or when pay is received pursuant to Article 17.13.b. Preparation periods are granted on any contracted instructional day schedule. Preparation periods are not granted on days when teacher attends trainings/conferences/field/study trips.
4. TK-3 have two (2) duty free 15 minute breaks
   4-5 have one (1) duty free 15 minute break
   6-8 at K-8 schools shall have one (1) duty free 15 minute break

b. The regular daily instructional minutes on a 45-minute early release day shall not exceed 265 minutes for Grades TK-3, 285 minutes for Grades 4-5 and 285 for Grades 6-8 at K-8 schools, and 261 minutes at 6-8 middle schools.

c. The regular daily instructional minutes on a 90-minute shorten day shall not exceed 220 minutes for Grades TK-3 and 240 minutes for Grades 4-5 and 240 minutes for Grades 6- 8 at K-8 school and 223 at 6-8 middle schools.

17.5 Bargaining Unit Members are expected to remain at their respective work site a sufficient amount of time at the close of the instructional day to take care of student needs, reasonable parent's needs, attend scheduled conferences and meetings and discharge assigned or voluntary duties.

17.6 No mandatory meetings shall be scheduled on Fridays outside of the regular duty day, except for as stated in The Annual Transfer Timeline, per Article 20. No mandatory meetings shall be scheduled on the day immediately preceding a holiday or break.

17.7 Bargaining Unit Members shall attend not more than four (4) mandatory meetings per calendar month. Mandatory meetings shall be staff, grade-level, staff development and the two meetings per school year which may be designated as evening events (see 17.7f). The evaluation meeting may count as a 5th meeting in the 1st month. There may be one (1) evaluation meeting not to exceed 60 minutes for those to be evaluated that year.

a. Not more than two (2) mandatory meetings shall be scheduled per week.

b. Said meetings shall not begin later than thirty (30) minutes after site student dismissal with the exception of evening events, i.e. Back-to-School.

c. Two of these meetings per school year may be designated as evening events, i.e. Back-to-School, Science Fair.

1. With a majority vote of the Bargaining Unit Members at any site, a site may elect to move a portion of a Parent Conference day to an evening conference within the designated conference week. The District and Association President will be notified of the site's decision.

2. During an evening Parent Conference, the District will provide security and support the entire conference time.

d. Bargaining Unit Members shall attend Back to School Night and one other evening meeting/event of the unit member's choice during the school year.

e. The length of Staff Professional Development days shall be no longer than 310 minutes (exclusive of breaks and lunch).

f. Notification of all above normal meetings shall be posted no later than 48 hours prior to the meeting.

17.8 In addition to the meetings cited in paragraph 17.7. above, Bargaining Unit Members shall be required to attend all meetings in connection with Federal Program Monitoring.

17.9 Non-attendance at meetings cited in 17.7 and 17.8 above will be subject to leave provisions in Article 14 of this agreement. Leave time for purposes of this article shall be computed to the nearest half (1/2) hour. (15 minutes or more = 1/2 hour)

17.10 Bargaining Unit Members shall be entitled to a duty free, uninterrupted lunch period. The lunch period shall be not less than thirty-five 35 consecutive minutes, exclusive of passing time.

17.11 Unit members shall not be required to provide playground supervision during the school year or during summer school except in cases of emergency.

17.12 Early Out days are provided as follows:

a. All Tuesdays are 45 minutes early release days for students (An additional six (6) minutes was added daily during the 1997-98 school year accommodate these days).

b. Ten (10) 45-minute early release days may be used for staff development(135-minute meeting);

c. Three (3) 90-instructional minute early release days for end of session;

d. Three (3) 90-instructional minute early release days for grades TK-8 report card/progress report preparation at the end of the first, second and third quarter. Report card/progress report preparation may be completed on campus or off campus with prior Administrative approval.

e. Meeting Flexibility - The total time allowed for meetings per month shall be 3 hours 30 minutes, which shall be administrator directed.

1. One Tuesday early release month shall be teacher directed on or off campus.

f. The following meeting schedules will be developed each year.

i. The dates, topics and length of meetings will be set at each school site during the first fifteen (15) school days of each quarter.

ii. With a majority vote of the Bargaining Unit Members at any site, a site may elect to move a meeting to a Monday or Thursday. The Superintendent's Designee and Association President will be notified of the site's decision.

g. If scheduled meeting time is not used on scheduled date, the scheduled minutes will be lost and may not be rolled over.

h. If a meeting is canceled, the meeting may be rescheduled within the same month with a 48-hour prior notification. (17.7.g)

i. Minimum time for a meeting will be thirty (30) minutes with a maximum limit of three (3) hours.

17.13 Substituting In Another Classroom When A Substitute Is Not Available

The District shall always make every effort to hire a substitute teacher when a classroom teacher is absent for any reason.

a. At the elementary and TK-8 schools: If a substitute is not available and students must be divided among several teachers or another Bargaining Unit Member is required to cover the class, the total amount paid will be a percentage of $180 or the current substitute rate per day, whichever is higher, based on the percentage of students the receiving teacher is assigned. The administration shall divide the class by not less than 25%. The teacher will be compensated based on the amount of time they cover the class, in increments of half day or full day.

b. At the middle schools: If a substitute is not available, the principal or designee may assign a unit member to substitute in a classroom during a preparation period. All middle school sites shall maintain a volunteer list. Prior to making such assignment, volunteers will be selected in a fair rotating basis. If no volunteers are found, assignments will be maintained on a fair rotating basis. Payment for substituting in a class during a member's preparation period will be at the rate of 1/5 of the $180 or the current substitute rate per day, whichever is higher.

17.14 After School Pupil Supervision

After school pupil supervision shall be required for Certificated Bargaining Unit Members. The District shall utilize volunteers for this duty. In the event there are an insufficient number of volunteers, unfilled slots shall be required, assigned and filled on a rotating site schedule. Assignments shall be made in one week increments. Certificated Bargaining Unit Members providing supervision shall be paid the hourly rate in 15 minute increments per day. After school pupil supervision shall not involve more than 20% of the Bargaining Unit Members on a weekly basis.

17.15 Pay for Prep

a. The site will develop a plan when the instructional program and/ or master schedule indicates a need to have a unit member teach during their prep period ("Pay for Prep"). The site plan will be reviewed each term of the year to determine if Pay for Prep is needed.

b. The administrator will ask for volunteers from the list of teachers who have the required credentials to teach during their prep period. If there are no volunteers, teachers shall not be forced to give up their prep period to fill the position.

c. In the event that more teachers volunteer to teach the additional sections available, the Principal will interview and select the best qualified candidate(s) to teach the extra section(s).

d. Bargaining Unit Members that teach during their prep period will be compensated at 1/6 of the unit member's daily rate.

17.16 SST/IEP Meetings

a. When a Bargaining Unit Member is required to attend Student Study Team/IEP meetings held during the duty day, the DISTRICT shall provide for the release of the Bargaining Unit Member from his/her assigned duties in order to attend.

b. When Bargaining Unit Members are required (by the District) to attend Student Study Team/IEP meetings held outside of the duty day, the Bargaining Unit Member shall be compensated at the hourly rate as stated on the salary schedule.

ARTICLE 18
Calendar

18.1 The number of work days for Bargaining Unit Members shall be 183 days, starting in the 2018-2019 school year. The District and ADTA shall agree to a rolling two-year calendar approval cycle. Bargaining Unit Members shall be given two work calendar choices to vote on. Once the calendar choice is ratified by the Bargaining Unit Members, the calendar shall be presented to the Adelanto Elementary School Board for approval. Beginning in the 2022-23 school year, the upcoming year's calendar shall be Board approved by January 31.

18.2 Three (3) teacher duty days shall be scheduled in the calendar. The first one and a half (1.5) day shall be scheduled for Professional Development to include the 4 CDE mandated trainings. The second one and half (1.5) day shall be scheduled for teacher preparation. These days shall be scheduled on a normal work day adjacent to the first student attendance day. If the estimated time to complete the mandated trainings exceeds the allotted three hours, additional staff meeting time shall be given, in the amount of the estimated overage. Any mandated CAASPP trainings will be completed during staff meeting time.

a. Eight (8) minimum days will be scheduled for Parent/Teacher conferences. Four (4) days will be scheduled in the Fall for all students and four (4) days in the Spring. Spring conferences will be for students who are underperforming, at-risk, and/or at the teachers' professional discretion. Minimum days for the purposes of Parent Conferences will be 180 instructional minutes.

b. With a majority vote of the Bargaining Unit Members at any site, a site may elect to move a portion of a Parent Conference day to an evening conference within the designated conference week. The District and Association President will be notified of the site's decision.

c. During an evening Parent Conference, the District will provide security and support the entire conference time.

d. All mandatory professional development days, beyond the contracted working days, shall be contracted working days in accordance with Article 12.12.

18.3 Checkout is a professional responsibility of the Bargaining Unit Member. Check out time shall be arranged by the Bargaining Unit Member and a site administrator no later than the last full week of school.

• Checkout appointments shall be subsequent to the end of the last instructional day.

• Checkout procedures shall be completed prior to June 30th of the current school year.

• Checkout procedures including the procedure for clearing lost items shall be given to Bargaining Unit Members ten (10) working days prior to the end of the current school Year.

ARTICLE 19
Class Size

19.1 The student to adult (including at least one fully credentialed TK-qualified teacher) ratio in TK classes shall be 10:1. K-3 classes shall be 24-1.

19.2 Due to the increased amount of learning that is possible in small classes when the teacher has time to provide individual attention to students in need, attempts shall be made to have class sizes lower than the maximums.

19.3 When possible, the maximum class size shall be 20 to 1 in designated class size reduction classrooms.

19.4 When possible, the maximum class size shall not exceed 30 students. Class sizes will be reduced in the following manner*:

Grade Level	2024/2025	2025/2026
TK	20:1	20:1
K-3	24:1	24:1
4-5	33:1	32:1
6-8 in K-8 Schools Only	33:1	33:1
6-8	34:1	33:1

* These reductions exclude PE and electives.

19.5 In team teaching situations, the class size limits shall be determined by the ratio of teachers on the teaching team to the total number of students assigned to the team.

19.6 The maximum class size shall be 22 students, when possible, in combination class size reduction classes. If after the first 15 days of school, class size reduction classes exceed 22 students, a $1000 stipend will be paid annually. The maximum class size shall be 27, when possible, in fourth and fifth grade combination non-class size reduction classes. If after, the first 15 days of school, fourth and fifth grade combination classes exceed 27 students, a $1000 stipend will be paid annually. Fourth and fifth grade combination classes receiving the $1000 stipend shall not exceed 30 students.

19.7 When possible, the maximum class size for regular education classrooms with identified inclusion students shall be 18 for primary classes (K-3) and 27 for intermediate classes (4-8).

19.8 The DISTRICT shall not exceed a ratio of students to Resource Specialist of twenty-eight (28) to one (1).

19.9 For the 2017-18 school year, Mild/Moderate Special Day Class (SDC) will be 17:1 student-to teacher ratio. Beginning the 2018-19 school year and beyond, the Mild/Moderate SDC classes will be at 15:1 student-to-teacher ratio.

19.10 The DISTRICT shall not exceed a ratio of thirteen (13) students to one (1) teacher in a Moderate/Severe Special Day Class-setting.

19.11 The DISTRICT shall not exceed a ratio of twelve (12) students to one (1) teacher in a Severe/Profound Special Day Class setting.

19.12 The DISTRICT shall not exceed a ratio of ten (10) students to one (1) teacher in a specialized program (i.e. Behavior Intervention Support or Special Day Class).

19.13 The average caseload for language, speech, and hearing specialists in districts, county offices, or special education local plan areas shall not exceed 55 cases, unless the local comprehensive plan specifies a higher average caseload and the reasons for the greater average caseload. A fully credentialed speech language pathologist will receive an additional $2,000 recruitment stipend, which 50% will be given at the beginning of the second year. Additionally, to support workforce development, the District will provide financial assistance for SLP interns, covering $500 (per semester) of their educational expenses until they are officially hired as full-time employees. Upon hiring, interns will transition to the contractual salary schedule for SLPs and receive a one-time signing as an added incentive.

19.14 Physical Education classes in grades six through eight shall not exceed 50 students per period.

19.15 Student to adult ratios (excluding 1:1 aides with their assigned student) shall be comparable to industry standards for Resource Specialist Programs and Special Day Class Settings. Present industry standards are as follows:

1. Resource Specialist Program: 14:1
2. Mild/Moderate Special Day Class: 7:1
3. Moderate/Severe Special Day Class: 4:1
4. Severe/Profound Special Day Class: 3:1
5. Specialized Program (i.e. Behavior Intervention Support): 4:1

ARTICLE 20

Assignments, Vacancies, Transfers, Reassignments, and Displacements

20.1 Definitions

a. A vacancy is any unoccupied or newly created certificated position.

b. A transfer is the movement of a Bargaining Unit Member from one work site to a different work site.

c. An assignment is the placement of a Bargaining Unit Member.

d. A reassignment is the movement of a Bargaining Unit Member from one grade level to another grade level or assignment at the same work site.

e. An initial assignment is the placement by the DISTRICT of a newly hired or re-hired Certificated Bargaining Unit Member.

f. A voluntary transfer or voluntary reassignment is a transfer or reassignment which is requested by a Bargaining Unit Member.

g. An involuntary transfer or is a transfer of a Bargaining Unit Member which is initiated by the Superintendent/ Assistant Superintendent of Human Resources. An involuntary reassignment is a reassignment of a Bargaining Unit Member which is initiated by the Principal due to reasons stated in 20.7.

h. A displacement occurs when it is necessary to reduce the number of classes at a school, grade level, within a subject matter or in the event of a school closure.

i. A "program needs" displacement is a displacement due to the specific needs of the DISTRICT and the students (when programs shall be added, retained, or deleted; which require special qualifications, certificates, or credentialing.

j. Instructional Materials include both district provided and personal items used in the furtherance of instruction, including personal furniture items such as bookshelves, chairs, tables, etc.

k. Seniority, for the purposes of this Article, is the amount of time which has elapsed since the first date of continuous paid contract service in a certificated Probationary position in the DISTRICT.

(1) The Bargaining Unit Members with identical seniority dates shall have their seniority number determined in accordance with Article 23.

(2) A Bargaining Unit Member on approved paid leave of absence shall continue to earn seniority.

20.2 Annual Transfer Timelines

a. By April 30th:

- Tentative assignments emailed to all Bargaining Unit Members
- Site Vacancies identified
- Displaced teachers notified

b. By May 1st:

- Displaced teachers will be emailed a list of all vacancies

c. By May 5th:

- Displaced teachers will select new assignment, by seniority order, from the list of vacancies

d. By May 10th:

- Posting of vacancies for voluntary transfer will open and continue until the transfer process is completed.

20.3 Assignments

a. Prior to April 30th, the site administrator shall email each Bargaining Unit Member vacancies at the school site available for reassignment, prior to notifying the DISTRICT to post vacancies district wide.

b. Tentative assignments shall be emailed to Bargaining Unit Members by April 30th.

c. The DISTRICT shall assign new Bargaining Unit Members after the assignment of returning Bargaining Unit Members.

20.4 Vacancies

a. The DISTRICT shall deliver to the ASSOCIATION and to Bargaining Unit Members, at the affected site, a list of vacancies, as they occur, for reassignment.

b. The DISTRICT shall deliver to the ASSOCIATION, and all Bargaining Unit Members through email, a list of all vacancies after the reassignment process has been completed, as they occur.

c. The posting (via email) shall include the following information:

(1) The closing date which is at least seven (7) calendar days following the posting.

(2) work site

(3) tentative assignments

(4) job description

(5) Any specific or unique qualifications necessary to meet the requirement of the posted position.

d. No assignment to fill the vacancy shall be made prior to the closing date.

e. If postings for certificated positions occur during a break, the Bargaining Unit Members shall be notified by email at least 10 days prior to the closing date.

f. If a vacancy occurs during the school year after the end of the first quarter, the vacancy shall be posted in accordance with the above. When a Bargaining Unit Member is chosen to fill such vacancy as a voluntary reassignment or voluntary transfer they shall not assume the assignment until the beginning of the next school year, unless the DISTRICT approves the Bargaining Unit Member to assume the assignment at an alternate date within the current school year. The New Bargaining Unit Member hired to fill such vacancy for the remainder of the school year may apply for any existing vacancy within the DISTRICT.

20.5 Transfers

a. Voluntary Transfers

(1) A Bargaining Unit Member may submit a request for a transfer within the (7) seven day timeline of the posting.

(2) A voluntary transfer request may be withdrawn by a Bargaining Unit Member at any time in writing prior to the notification that the transfer has been approved.

(3) The DISTRICT in determining a transfer selection may include but is not limited to, the following:

(1) Credentials

(2) Supplemental authorizations/certificates

(3) Service years in the District

(4) Grade level/content area

(5) Interview ranking

(6) Prior performance

(7) Site specific needs

If any Bargaining Unit Member applies for the vacancy, the position shall be filled by a Bargaining Unit Member prior to being filled by a new hire. The DISTRICT shall fill the vacancy with one of the Bargaining Unit Members who has applied. Only if no Bargaining Unit Member applies, can the DISTRICT fill the vacancy with a new hire. This clause shall not apply to Bargaining Unit Members enrolled in the PAR program, or probationary teachers, unless the transfer is approved by the Superintendent or his/her designee and agreed to by the Bargaining Unit Member. If, after the DISTRICT's utilization of this criteria, there are two (2) or more Bargaining Unit Members equally qualified for the vacancy, the Bargaining Unit Member with the greatest seniority shall receive said transfer.

(4) If the Bargaining Unit Member's request for a voluntary transfer is denied, the Bargaining Unit Member shall be notified in writing or by email and granted a meeting, if requested, within (10) ten days, with the site/program supervisor to discuss the reasons for denial. Upon receipt of the request, the site/program supervisor has ten (10) working days to respond.

(5) Upon receiving written notification of denial of transfer, a unit member has twenty (20) working days to request in writing, a written explanation of the reason(s) a transfer request was not granted. Upon receipt of the request, the DISTRICT has twenty (20) working days to respond.

(6) Bargaining Unit Members returning from leave shall be afforded all rights provided under this section.

(7) Bargaining Unit Members who are voluntarily transferred during the school year shall be granted at least two (2) days release time before the transfer actually occurs.

(8) The DISTRICT shall provide assistance in moving instructional materials to any new location within the DISTRICT. Whenever a Bargaining Unit Member is relocated, the DISTRICT shall also provide custodial services to ensure the new location is clean and well maintained.

b. Involuntary Transfers

(1) Involuntary transfers initiated by the DISTRICT for the following list of reasons will occur prior to the start of the new school year with notification to effected Bargaining Unit Members by June 1 of the current year.

- Prior to June 1 of the current year no qualified/suitable internal or external applicant applied for the position.
- The instructional program at a site requires a particular employee's academic preparation and/or appropriate credential.
- School/program needs related to State/Federal corrective actions or sanctions.

(2) Bargaining Unit Members involuntarily transferred for above stated reasons shall, after a two-year assignment, be allowed to return to the school site he/she was involuntarily transferred from.

(3) Bargaining Unit Members involuntarily transferred for above stated reasons shall, after a three-year assignment, be allowed to return to the school site and grade level/subject area he/she was involuntarily transferred from.

(4) Bargaining Unit Members involuntarily transferred for above stated reasons shall be exempt from future involuntary transfers for above stated reasons.

(5) Bargaining Unit Members chosen to fill vacant positions as per 20.4 (e) shall be exempt from this section of the Agreement for a two-year period of time.

(6) The number of Bargaining Unit Members involuntarily transferred for above stated reasons shall not exceed 3% of the number of teachers as reflected by FTE's on the current year's CBEDS counts with fractions round up to .5 if higher or rounded down if lower than .5. The DISTRICT will notify the ASSOCIATION of their need to implement this section of the Agreement by April 1 of the current year. Every effort will be made by the DISTRICT to involve the ASSOCIATION in the decision of the Bargaining Unit Members to be involuntarily transferred.

(7) Involuntary transfers shall not be for disciplinary reasons or for performance improvement due to an unsatisfactory evaluation.

(8) The Bargaining Unit Member shall receive written notice at least five (5) days prior to the involuntary transfer made by the DISTRICT.

(9) The Superintendent or Assistant Superintendent of Human Resources shall hold a conference prior to the involuntary transfer with the Bargaining Unit Member that is being involuntarily transferred.

(10) The Bargaining Unit Member being involuntarily transferred shall be given the opportunity to request consideration for other positions that are open.

(11) Bargaining Unit Members who are involuntarily transferred shall be granted (2) two days release time to complete the transfer if transfer is during the school year.

(12) The DISTRICT shall provide assistance in moving instructional materials to any new location within the DISTRICT. Whenever a Bargaining Unit Member is relocated, the DISTRICT shall also provide custodial services to ensure the new location is clean and well maintained.

(13) Bargaining Unit Members shall not be transferred solely due to being married to another Bargaining Unit Member at the same work site.

c. Transfer After The School Year Begins (The following are all subject to the process outlined in 20.6).

1. For each bargaining year that the District covers the monthly premium for the lowest cost HMO option, the "transfers after the school year begins" transfer language will be extended for the following bargaining year, beginning in the 2022-2023 school year.

2. If at any time the District does not cover the monthly medical premium for the lowest cost HMO option, the "transfers after the school year begins" language will be suspended for the following year. Once the District covers the monthly medical premium for the lowest cost HMO option, the language will be reinstated as outlined above.

Any Bargaining Unit Member who is to be involuntarily transferred when actual student enrollment numbers differ from projections, shall be notified of transfer as soon as possible, but no later than the first 15 days of school. All assignment changes/moves shall be completed by 10 days from notification or the first Friday following Labor Day, whichever is

sooner.

No Bargaining Unit Member teaching in a General Education Class shall be involuntarily transferred after the school year begins if the average grade level student to teacher ratio at their site and in their grade level, before the transfer is initiated, is at or above 20 to 1 in grades TK-3 (Article 19.3 – Class Size) and at or above 30 to 1 in grades 4-8 (Article 19.4 – Class Size). If transfer is necessary, the Bargaining Unit Member will be given the opportunity to discuss the change with the immediate supervisor and work out a reasonable plan and timeline. Transferred Bargaining Unit Member(s) shall be offered four (4) days of release time to move and set up the new classroom for instruction. The District is responsible for moving equipment and supplies.

20.6 Displacement

When it is necessary to reduce the number of classes at a specific grade level, school, or in the event of a school closure, if no one volunteers, then the Bargaining Unit Member with the least seniority in the DISTRICT shall be displaced by applying the following process:

a. Principal at school with excess Bargaining Unit Members identifies displaced Bargaining Unit Members based upon district seniority at grade level where excess occurs.

b. If a combination class is dissolved Bargaining Unit Members of both grade levels will be considered for purposes of seniority. The least senior Bargaining Unit Member(s) of that group will be displaced.

c. If a grade level class is being dissolved and there is a combo class with students in that grade, both the grade level affected and the combo(s) teacher with students in that grade shall be considered for the purposes of seniority.

d. The DISTRICT shall apply the following criteria in order:

(1) seek volunteers from the grade level/content area at the site with excess;

(2) seek volunteers at the site with the excess;

(3) the teacher with the least district seniority at the grade level/ content area at the site with the excess

e. When Bargaining Unit Members share the same hire date, the DISTRICT shall initiate the tie breaker process to determine seniority order of all displaced teachers in the District. (Article 23.3)

f. Displaced teachers are notified of openings by May 1st. By May 5th, displaced teachers will select new assignment, by seniority order, from a list of vacancies.

g. By May 10th, any remaining vacancies will be posted for 5 days district wide for voluntary transfers following the completion of the displacement process.

h. Displaced Bargaining Unit Members shall have a right of return according to seniority.

20.7 Due To Program Needs

a. When a displacement due to program needs is anticipated, affected Bargaining Unit Members, as well as the Association President, shall be notified by December 1st of the school year prior to the displacement.

b. No displacements due to program needs shall take place if notifications are not provided by December 1st of the previous school year.

c. The DISTRICT shall provide affected Bargaining Unit Members information on acquiring any newly needed credentials or certifications to be able to maintain their current assignment, if requested.

d. The affected Bargaining Unit Members shall be considered displaced and handled according to 20.7.

20.8 Reassignment

a. Voluntary Reassignment

(1) A Bargaining Unit Member may submit a request for reassignment subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.

(2) A voluntary reassignment request may be withdrawn by a Bargaining Unit Member at any time in writing prior the notification that the reassignment has been approved.

(3) The Site Administrator, in determining a reassignment selection, will interview all qualified candidates. The decision shall include the following:

- Credentials
- Supplemental authorizations/certificates
- Service years in the District

- Grade level/content area experience
- Interview ranking
- Prior performance
- Site specific needs
- If, after the Site Administrator's utilization of this criteria, there are two (2) or more Bargaining Unit Members equally qualified for the vacancy, the Bargaining Unit Member with the greatest seniority shall receive said reassignment.

(4) If the Bargaining Unit Member's request for a voluntary reassignment is denied, the Bargaining Unit Member shall be notified in writing or by email and granted a meeting, if requested, with the Site Administrator to discuss the reasons for denial.

(5) Upon receiving written notification of denial of reassignment, a unit member has ten (10) working days to request in writing, a written explanation of the reason(s) a reassignment request was not granted. Upon receipt of the request, the Site Administrator has ten (10) working days to respond.

(6) Bargaining Unit Members returning from leave shall be afforded all rights provided under this section.

(7) Bargaining Unit Members who are voluntarily reassigned during the school year shall be granted at least two (2) days release time before the reassignment actually occurs if reassignment is during the school year.

(8) The DISTRICT shall provide assistance in moving instructional materials to any new location within the DISTRICT. Whenever a Bargaining Unit Member is relocated, the DISTRICT shall also provide custodial services to ensure the new location is clean and well maintained.

b. Involuntary Reassignments

1. Planning For the Next School Year:

Bargaining Unit Members may be involuntarily reassigned because of a change in student enrollment within a grade level or subject matter. Notification of the reassignments shall be made by the last day of the current school year and the change shall not be in effect until the next school year.

- Site Administrator shall solicit volunteers for reassignment from the grade level(s) or subject matter which is overstaffed.
- If overstaffing involves a combination class, all involved grade levels will be included, in order to determine seniority.
- If there are no volunteers, the Bargaining Unit Member with the least District seniority in the affected grade level(s) shall be reassigned.
- If two Bargaining Unit Members have identical seniority dates, the tie-breaking criteria listed in 23.3 of the CBA will be used.

2. Reassignment After the School Year Begins (The following are all subject to the process outlined in 20A.3)

Any Bargaining Unit Member who is to be reassigned when actual student enrollment numbers differ from projections, shall be notified of reassignment as soon as possible, but no later than the first 15 days of school.

- If reassignment is necessary, the Bargaining Unit Member will be given the opportunity to discuss the change with the immediate supervisor and work out a reasonable plan and timeline.
- Reassigned Bargaining Unit Member(s) shall be offered three (3) days of release time to move and set up the new classroom for instruction. The district is responsible for moving equipment and supplies.

20.9 Right of Return

1. Upon completion of service in the Teacher on Special Assignment (TOSA), a Bargaining Unit Member shall be returned to the position/assignment that he/she held prior to becoming a Teacher on Special Assignment. If that position/assignment no longer exists, he/she shall be provided a similar position or allowed to choose from any open position/assignment that he/she is credentialed to teach.

2. Displaced/Involuntary Reassigned Bargaining Unit Members that apply for a transfer/reassignment, within (2) two years of their displacement/reassignment, to the position from which they were displaced, should it become vacant, shall be granted their voluntary transfer/reassignment request. This will occur regardless of any other Bargaining Unit Members applying for the same position. If there are two (2) or more Bargaining Unit Members applying

for the vacancy, and both are exercising their right of return, the Bargaining Unit Member with the greatest seniority shall receive said transfer.

Article 21
Safety

21.1 The DISTRICT recognizes that in providing the educational program for the children of the DISTRICT, it assumes the responsibility for the safety of Bargaining Unit Members while they are on or in the facilities provided in the furtherance of the program and the importance of providing a safe work environment for all staff. This includes, but is not limited to, school campuses, district offices, other district buildings, and district vehicles including busses, cars or vans used in the furtherance of the DISTRICT's educational program. These spaces will be referred to as "PLACE OF EMPLOYMENT".

21.2 Working Conditions

The DISTRICT shall provide a PLACE OF EMPLOYMENT, which is as safe as possible. Bargaining Unit Members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.

a. A Bargaining Unit Member shall report unsafe, hazardous, unhealthy, or potentially dangerous working conditions, facilities, and equipment to the site administrator

b. An administrator who receives notice shall investigate alleged unsafe conditions, as soon as possible. The administrator shall submit a written notice to the DISTRICT and Association President indicating what actions were taken and any further actions that need to be taken.

c. The Bargaining Unit Member shall also have the right to report unsafe working conditions to the California Occupational Safety and Health Agency.

d. No employee shall be discriminated or retaliated against as a result of reporting alleged unsafe or hazardous conditions.

21.3 District Safety and Wellness Committee

a. The Association and the DISTRICT shall each have the right to appoint up to three (3) representatives to the District Safety and Wellness Committee, in addition to the one per site appointed in accordance to Article 17.2.

b. Agendas of the committee may be structured by the committee. Any guidelines recommended by this committee shall be consistent with federal, state and local laws as well as the terms and conditions of this agreement.

c. The District Safety and Wellness Committee may meet monthly and shall meet at least quarterly.

21.4 Safety Agency Reports

The DISTRICT shall, upon receipt of a recognized agency inspection or other alleged violation, deliver a copy of said correspondence to the District Safety and Wellness Committee and Association President, for consideration within three (3) working days.

21.5 A Bargaining Unit Member is not required to place himself/herself in imminent danger of serious bodily injury in order to protect another employee or student from assault.

21.6 Student Behavior

a. At the beginning of each school year, the DISTRICT and the school site will provide Bargaining Unit Members with procedures and protocols for student discipline. This shall be provided in digital form.

b. Any physical abuse, assault, or battery upon a Bargaining Unit Member at their PLACE OF EMPLOYMENT, shall be reported by Bargaining Unit Member~~s~~ to their immediate supervisor and the appropriate law enforcement agency.

(1) Such notification shall be forwarded to the Superintendent or designee.

(2) The DISTRICT shall take appropriate actions as soon as possible whenever a Bargaining Unit Member is abused, battered, or assaulted by another person or persons at their PLACE OF EMPLOYMENT.

(3) When a student is involved in the abuse, assault, or battery of a Bargaining Unit Member, appropriate actions taken by the DISTRICT must include, but not be limited to, the student being counseled before being returned to class, and may include escalation to expulsion proceedings.

c. The Bargaining Unit Member shall be informed of all appropriate actions taken and notified of any hearings or meetings that occur as a result. Including, but not limited to, suspension and expulsion hearings.

21.7 Class Suspension

a. A Bargaining Unit Member may suspend a student from his/her class for the day of the suspension, and the day following.

b. The pupil shall not be returned to any class taught by the suspending teacher, during the term of the suspension, without the concurrence of the suspending Bargaining Unit Member and the site administrator.

c. The pupil shall not be sent to another classroom during the term of the suspension.

21.8 Potentially Violent and Previously Violent Students

a. The DISTRICT shall establish a system for site administrators to inform the teacher of every student who has abused, assaulted, or battered another person. The DISTRICT shall provide the information to the teacher based upon any written records that the DISTRICT maintains or receives in its ordinary course of business or receives from a law enforcement agency regarding such students.

b. Any information received by a Bargaining Unit Member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the Bargaining Unit Member.

21.9 Safety Training

a. The DISTRICT shall provide the safety training necessary to permit Bargaining Unit Members to perform assigned duties safely.

b. Upon request, the DISTRICT shall provide training on conflict intervention skills. This training shall not negate 21.5.

c. The DISTRICT shall provide a comprehensive active shooter training, with a certified trainer, for all Bargaining Unit Members in the 2021-2022 school year. All new Bargaining Unit

Members shall be provided a comprehensive active shooter training, with a certified trainer. A refresher course shall be provided for all Bargaining Unit Members every other year.

21.10 Home Visits

a. A Bargaining Unit Member shall not be required to go on a home visit or to otherwise meet with a parent or guardian at an off-campus location.

b. Bargaining Unit Members shall not go on a district requested home visit without an immediate supervisor or District representative in attendance.

21.11 Replacement, Repair or Mishandling of Bargaining Unit Members' Personal Property

a. The DISTRICT shall reimburse the Bargaining Unit Member for the loss, destruction, or damage by arson, burglary, or vandalism of personal property and equipment subject to Board Policy and Administrative Regulation Employee Property Reimbursement 4156.3, 4256.3, 4356.3.

b. In order to obtain reimbursement in accordance with 21.8a, Unit Members must complete and submit an inventory of all personal property and equipment being stored or used at the beginning of each school year describing the item, its condition, where it is being used or stored, and measures taken by the Bargaining Unit Member to protect against theft, damage, loss or mishandling. This form shall be given annually to Bargaining Unit Members and readily available on the District Website.

21.12 Wellness

a. The DISTRICT shall adhere to health and safety guidelines from the federal government, state government and San Bernardino County Department of Public Health.

b. The DISTRICT shall comply with the following hand washing requirements:

(1) every room with a sink shall be stocked with hand soap, and no touch hand drying equipment, installed within 3 months of receipt.

(2) every classroom without a sink shall be provided with hand sanitizer;

(3) non-classroom workspaces shall be provided hand sanitizer;

(4) hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;

(5) all hand washing/ hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as soon as possible as needed and prior to the beginning of each day.

c. The DISTRICT shall ensure all classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, with products recommended by federal, state, and/or local health officials. Cleaning and disinfecting are not the responsibility of the Bargaining Unit Members and shall be performed by trained staff.

d. In case of a suspected outbreak of communicable disease:

(1) The Association President shall be notified immediately.

(2) The DISTRICT and the ASSOCIATION shall jointly contact the local public health department to determine if schools and worksites should be closed. If closure is recommended by the local public health department, the DISTRICT and ASSOCIATION shall immediately bargain the impact and effects of the closure.

(3) all classrooms, common areas, restrooms, etc., shall be sanitized and disinfected. before a return to school, to prevent the further spread of disease.

(4) if this sanitization and disinfection cannot be completed before the next school day the school shall remain closed until the sanitization and disinfection can be completed.

21.13 HVAC

a. The DISTRICT shall ensure all HVAC systems operate on the mode which delivers the freshest air changes per hour, as the system allows.

b. The DISTRICT shall assess all HVAC systems for efficiency and will determine the need for replacement.

c. As HVAC systems are replaced the district shall purchase systems capable of utilizing MERV-13 filters at a minimum. The District shall use the highest possible filter rating on all HVAC systems. All new HVAC systems shall use MERV-13 or higher filters.

1. The DISTRICT shall ensure that all HVAC systems have their filters changed at intervals recommended by the manufacturers or more frequently.

2. The DISTRICT shall change all HVAC systems filters upon recommendation from local public health officials, after a school closure.

ARTICLE 22
Maintenance of Contract

22.1 Within thirty (30) days of ratification of the Agreement by both parties herein, the DISTRICT shall have copies prepared and delivered to each Bargaining Unit Member. The cost shall be shared equally between the ASSOCIATION and the DISTRICT.

22.2 The DISTRICT shall provide a copy of the Agreement to each new Bargaining Unit Member at the time of hiring with the cost being shared equally between the ASSOCIATION and the DISTRICT.

22.3 For the life of this Agreement, the DISTRICT shall not change those policies within the scope of representation as defined in Section 3543.2 of the Rodda Act without first giving the ASSOCIATION written notice an opportunity to consult with respect to those policies

22.4 Nothing in this Agreement shall prevent the DISTRICT and the ASSOCIATION from renegotiating any part of this Agreement, during the duration of this Agreement, should such renegotiating be mutually agreeable to both parties.

22.5 Items within scope which are not contained within this Agreement may be negotiated upon mutual consent of the ASSOCIATION and the DISTRICT.

22.6 The ASSOCIATION shall have reasonable release time for the purpose of bargaining.

ARTICLE 23
Reduction in Force

23.1 Lay-Off Notice

a. Any certificated employee who is to be terminated due to reduction in attendance or discontinuance of a particular kind of service shall be notified no later than March 15 by personal delivery by the Superintendent or his/her designee, after the duty day or by registered mail.

b. The notification shall state the reason(s) for the termination, the right of the employee to a hearing as provided in Education Code Section 44949, and reemployment rights as stated in Education Code Sections 44956 - 44959.

23.2 Order of Termination

a. Employees shall be terminated in inverse of the order in which they were employed by the DISTRICT in a probationary position. No permanent employee shall be terminated until all probationary employees have been terminated unless the retained probationary employee is certificated and competent to render service in an area where no permanent employee who is terminated is so certificated and competent (Education Code 44955).

b. Notwithstanding the above, the DISTRICT may deviate from the order of seniority for either of the two reasons below:

(1) If the DISTRICT demonstrates a specific need for personnel to teach a specific course, or to provide counseling or nursing and the employee being retained has special training and experience necessary to teach the course or provide the services which other employees with more seniority do not possess;

(2) For purposes of maintaining or achieving compliance with constitutional requirements related to equal protection of the laws.

23.3 Criteria for Seniority Order for First Date of Paid Service

a. When two or more employees have the same first date of paid service and not all such employees are to be terminated, the BOARD, on recommendation of the Superintendent, shall determine the order of termination on the basis of the needs of the DISTRICT and its students, applying the specific criteria set forth in the section to follow. (Education Code 44955).

b. Under the provisions of the Education Code, the Superintendent in concert with the supervisors shall evaluate those certificated employees having the same first date of paid service based the following criteria, in a ranked order of numbers 1-13:

1. Highly Qualified Status under NCLB in area of assignment (employees presently in assignments not requiring HQ Status will be treated as HQ for purposes of tiebreak).

2. Credential status in area of assignment, in order of priority:

    a. Clear, Life, Standard Secondary, etc.

    b. Preliminary

    c. Intern

    d. STC, STSP, PIP, other provisional credentials/certificates/authorizations

3. Possession of a Clear or Preliminary Single Subject credential in the following areas, in order of priority:

    a. Special Education

    b. Math

    c. Science

    d. English

4. Possession of an authorization to teach English Language Learners in order of priority:

a. Bilingual Cross-Cultural Language and Academic Development (BCLAD)

b. Cross-Cultural Language and Academic Development (CLAD), SB 1969 or SB 395 certificates, Language Development Specialist Certificate, Supplemental Authorization for English as a Second Language, and Specially Designated Academic Instruction in English (SDAIE), all other acceptable EL authorizations

5. Possession of a supplemental or subject matter authorization to teach in the following areas, in order of priority:

a. Math

b. Science

c. English

6. Total number of Clear or Preliminary credentials in different subject areas.

7. Total number of supplementary or subject matter authorizations in different subject areas.

8. Number of years of credentialed teaching experience prior to employment with District, as indicated by initial salary schedule placement.

9. National Board Certification.

10. Possession of a Doctorate Degree, earliest date prevails.

11. Possession of a Master's Degree, earliest date prevails.

12. Total number of post-secondary credits on file with the District by February 1.

13. If ties cannot be broken by using the above criteria then order of seniority shall be determined by a random drawing of lots among employees in the individual tie.

23.4 Employee Right to Hearing on Dismissal

Any employee terminated because of reduction of attendance or for reduction or elimination of a particular service has the right to a hearing to determine whether there is cause for not reemploying that employee for the ensuing year. The necessary steps are as follows:

a. The terminated employee may request the hearing in writing and the request shall be delivered to the person who sent the notice of termination on or before a date specified therein, which shall not be less than seven days after which the notice was served on the employee. Failure to do so constitutes a waiver of the right of the employee to a hearing.

b. The proceeding for the hearing shall be as specified in Government Code Section 11500 et seq., except as otherwise provided in Education Code Section 44949(c).

c. After the hearing and after obtaining the recommendation of the hearing officer, the BOARD shall determine whether the employee shall be terminated as notified or shall be reemployed.

d. Non substantive procedural errors by the DISTRICT which are not prejudicial are insufficient to support a dismissal of the charges (Education Code 44949).

e. The decision of the BOARD is final.

23.5 Employee Rights for Reemployment

a. Any permanent employee whose services have been terminated as provided in Education Code Section 44955 shall have reemployment rights as specified in Education Code Sections 44956 and 44959, and a copy of these two sections shall be enclosed with the notice of termination.

b. The aforesaid right to reappointment may be waived by the employee, without prejudice, for not more than one school year, unless the BOARD extends this right, but such waiver shall not deprive the employee of his/her right to subsequent offers of reappointment.

c. Any probationary employee whose services have been terminated as provided in Education Code Section 44955 shall have reemployment rights as specified in Education Code Sections 44957 and 44958, and a copy of these two sections shall be included with the notice of termination.

23.6 Special Education Certificated Personnel

a. Whenever a certificated employee who is performing service for the DISTRICT is terminated, reassigned, or transferred, or becomes an employee of another employer because of reorganization of special education programs under Chapter 797 of the statute of 1980, the employee shall be entitled to the following:

(1) Retention of seniority date of his/her employment with this DISTRICT, in accordance with Education Code Section 44847 (Education Code Section 44903.7(a) (1).

(2) The reassignment or transfer shall not affect the classification of certificated employees already attained in this DISTRICT, and they shall have the same status with the new employer (Education Code 44903.7(a)(2).

(3) The employee shall have priority in being informed of and in filling positions in special education in the areas in which the employee is certificated, whether the position is in the DISTRICT or the county office (Education Code Section 44903.7(c).

b. If the certificated special education employee is terminated under provisions of Education Code Section 44955, the employee shall have the first priority in being informed of and in filling certificated positions in special education for which he/she is qualified in any other county office or school DISTRICT which provides the same education program and services previously provided by this DISTRICT.

23.7 Personnel Records

A copy of the notice of termination shall be placed in the personnel file of each employee terminated under provisions of Education Code Section 44955, and a statement shall be placed in any letters of recommendation which may be solicited from the DISTRICT to the effect that the employee was terminated according to Education Code 44955, and that the employee was terminated without prejudice.

ARTICLE 24
Site Based Decision Making

24.1 Two thirds of the classified and certificated unit members at a school site, voting by secret ballot, shall decide whether to implement the Site-Based decision-making process.

24.2 Bargaining Unit Members, classified employees, administrators, parents and community members shall elect representatives to serve on the decision making body as follows: one (1) Administrator, seven (7) certificated, four (4) classified, seven (7) parents or community members.

a. Each site shall have a total of 19 representatives to serve on the committee.

b. Each representative shall have one vote.

c. Committee representatives shall be elected by the constituent group. The committee shall elect a chairperson.

d. All decisions must be approved by a majority of the members present at a regularly scheduled meeting.

24.3 Decisions May Be Vetoed By the Site Principal

24.4 A site must implement the following tasks as a recommendation to the School Site Council (SSC):

a. The school plan, including SI site budget

b. Curriculum areas for improvement

c. Coordination of curriculum across grade levels

d. Student discipline policies

e. Staff development

A site may implement the following tasks:

f. Initial assignment of pupils

g. Student incentive programs

24.5 The committee may seek waivers from the appropriate body to accomplish its goals. (Negotiated Agreement, Board Policy, Administrative Regulations.)

ARTICLE 25
Specialized Academic Instruction

The DISTRICT recognizes its responsibility to conduct Specialized Academic programs in compliance with applicable state and federal statutes and to adhere to the regulations and requirements of the Desert Mountain Special Education Local Plan Area (CAHELP) as a member district. Independent of the regulations and requirements set forth by the Desert Mountain Special Education Local Plan Area (CAHELP) and applicable state and federal statutes, the ASSOCIATION and the DISTRICT agree to the following:

25.1 a. When a Bargaining Unit Member is required to attend Student IEP meetings held during the duty day, the DISTRICT shall provide for the release of the Bargaining Unit Member from his/her assigned duties in order to attend.

b. When Bargaining Unit Members are required (by the District) to attend Student Study Team/IEP meetings held outside of the duty day, the Bargaining Unit Member shall be compensated at the hourly rate as stated on the salary schedule.

25.2 The DISTRICT shall provide each Specialized Academic Instruction (SAI) Bargaining Unit Members with district curriculum standards, district approved textbooks, technology and consumables necessary to meet the needs of our students with disabilities.

25.3 The DISTRICT shall provide each Specialized Academic Instruction Bargaining Unit Member a room with reasonable space, furniture and equipment.

25.4 Under the general supervision of the Director of Special Education or Designee, the Specialized Academic Instruction Bargaining Unit Member shall assign duties to instructional aides which are consistent with the students' Individualized Educational Plan (IEP). A Specialized Academic Instruction Bargaining Unit Member shall be involved in the training of his/her aide.

25.5 a. The Special Education Office shall be responsible for scheduling all initial, transfer-in annual, triennial and addendum IEP meetings that require participation of out-of-district service providers in addition to site personnel (such as, but not limited to SELPA, advocates, attorneys, counselors) in accordance with state mandated timelines for Special Education.

b. Case carriers shall be responsible for scheduling all annual, transfer-in, and addendum IEP meetings that only require participation of site personnel in accordance with state mandated timelines for Specialized Academic Instruction. Case carriers shall be responsible for notifying the Special Education Office at least thirty (30) calendar days prior to the IEP meeting being calendared, scheduled, or held when possible by submitting the Weekly Special Ed Class Size Report (see Appendix F). This form will serve as notice to District Personnel that their attendance is required at upcoming IEPs.

c. The IEP team shall include individuals as indicated under the provisions of Education Code Section 56341.

When services by a Special Education Bargaining Unit Member are included as part of the student's individual education program, the receiving unit member shall be notified and provided a copy of the Individualized Education Plan (IEP) at least one (1) full duty day before the student(s) begins new placement.

25.6 SAI teachers who are supporting an additional caseload shall be given time during the instructional day, to assess, observe, and prepare for an IEP meeting for students on that caseload. SAI teachers may also work up to three hours at the hourly rate before of after the duty day to complete the necessary paperwork for the IEP meeting. The SAI teacher shall be responsible for communicating with the parent/guardian in order to assure that student will be present on the day that is agreed upon.

APPENDIX A

Adelanto School District

Certificated Grievance Form

	Date Rec'd	Date Rtn'd		Date Rec'd	Date Rtn'd
Level 1	_____	_____	Level 3	_____	_____
Level 2	_____	_____	Level 4	_____	_____

Date of occurrence of cause of grievance _____

Date of Level 1 Informal discussion with supervisor _____

STATEMENT OF GRIEVANCE

This statement shall be a clear, concise statement of the grievance, the contract provisions allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. (Use back if needed)

_____

_____

_____

_____

_____ _____

Signature of Grievant Date of Signature

Level 2: DECISION OF SUPERVISOR

_____

_____

_____

_____ _____

Signature of Supervisor Date of Signature

Level 3: DECISION OF SUPERINTENDENT OR DESIGNEE

_____

_____

_____

_____ _____

Signature of Superintendent or Designee Date of Signature

Level 4: DECISION OF BOARD OF EDUCATION

_____

_____

_____

_____ _____

Signature of Superintendent or Designee Date of Signature

Level 4: ARBITRATION

ARBITRATOR AGREED UPON: _____

DATE OF HEARING: _____

2026-2027 Teacher Calendar
(183 days)

	STUDENT ATTENDANCE DAYS - 180	45 MINUTE EARLY OUT	ALL TUESDAYS
	HOLIDAYS (UNPAID) - NO SCHOOL	90 MINUTE EARLY OUT	6
	PTC - PARENT/TEACHER CONFERENCE	BREAK - NO SCHOOL	

JULY (0 Days)							2026
S	M	T	W	Th	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	7/4 Independence Day
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

JANUARY (18 days)							2027
S	M	T	W	Th	F	S	
					1	2	1/1 New Years
3	4	5	6	7	8	9	1/4 - School Resumes
10	11	12	13	14	15	16	1/18 Martin Luther King Jr. Day
17	18	19	20	21	22	23	1/29 Optional Professional Learning Day
24	25	26	27	28	29	30	
31							

AUGUST (21 Days)							
S	M	T	W	Th	F	S	
						1	
2	3	4	5	6	7	8	8/3 PD DAY
9	10	11	12	13	14	15	8/4 Teacher PD/Prep Day
16	17	18	19	20	21	22	8/5 Teacher Prep Day
23	24	25	26	27	28	29	8/6 First Day Of School
30	31						

FEBRUARY (18 days)							
S	M	T	W	Th	F	S	
	1	2	3	4	5	6	2/8 Lincoln's Birthday
7	8	9	10	11	12	13	2/15 Presidents' Day
14	15	16	17	18	19	20	PTC (2/18 & 2/19)
21	22	23	24	25	26	27	PTC (2/25 & 2/26)
28							

SEPTEMBER (21 days)							
S	M	T	W	Th	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	9/7 Labor Day
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

MARCH (19 days)							
S	M	T	W	Th	F	S	
	1	2	3	4	5	6	3/12 3rd Quarter Ends
7	8	9	10	11	12	13	3/12 - 90 Min Early Out Students
14	15	16	17	18	19	20	3/25- 90 Min Early Out Certificated
21	22	23	24	25	26	27	3/26 Good Friday
28	29	30	31				3/29 - 4/2 Spring Break

OCTOBER (16 days)							
S	M	T	W	Th	F	S	
				1	2	3	10/9 1st quarter ends
4	5	6	7	8	9	10	10/9 - 90 Min Early Out Students
11	12	13	14	15	16	17	October Break 10/12 - 10/16
18	19	20	21	22	23	24	10/19-Optional Professional Learning Day
25	26	27	28	29	30	31	PTC (10/22 & 10/23) & (10/29 & 10/30)

APRIL (20 days)							
S	M	T	W	Th	F	S	
				1	2	3	3/29 - 4/2 Spring Break
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

NOVEMBER (15 days)							
S	M	T	W	Th	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	11/11 Veterans Day Observed
15	16	17	18	19	20	21	11/23 - 11/25 - No School
22	23	24	25	26	27	28	11/26 & 11/27 Thanksgiving
29	30						

MAY (20 days)							
S	M	T	W	Th	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	5/14 90 Min Early Out Certificated
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						5/31 Memorial Day

DECEMBER (14 days)							
S	M	T	W	Th	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	12/18 2nd quarter ends
13	14	15	16	17	18	19	12/18 90 Min Early Out Students
20	21	22	23	24	25	26	Winter Break 12/21 - 1/4
27	28	29	30	31			

JUNE (1 days)							
S	M	T	W	Th	F	S	
		1	2	3	4	5	4th Quarter Ends 6/1
6	7	8	9	10	11	12	6/1 Last Day of School
13	14	15	16	17	18	19	6/1 - 90 min EO Certificated
20	21	22	23	24	25	26	6/18 Juneteenth
27	28	29	30				

Board Approved April 22, 2025

Adelanto Elementary School District

PRE-CLASSROOM OBSERVATION DATA SHEET

Teacher's Full Name	School Site/Department

School Year	Evaluator	Date

Please complete the following information and return to the evaluator one day before the scheduled date of the observation.

1. What is the subject area(s)? (The teacher shall select the subject area for the first [and third] observation and the evaluator shall select the subject area for the second observation. Permanent teacher shall select subject area.)

2. List the objective(s) for the lesson. (Refer to District Standards.)

3. Where are you in the course? (Unit, lesson, page numbers in texts, introductory, middle or culminating activity?)

4. What teaching/learning activities will be observed and what instructional strategies will be used?

5. How will you know if the students have met the objective(s) toward standards?

6. Are there any group or individual characteristics or circumstances of which the evaluator should be aware? (Unusual behaviors, grouping interactions, students leaving class during the period, resource room, lab, rotation of students, etc.)

Employee Signature

Evaluator Signature

Date

Date

Adelanto Elementary School District strives to be the High Desert's premier learning establishment where dreams are awakened, academic achievement soars, and integrity leads the way to future success.

Adelanto Elementary School District

OBSERVATION REPORT

Teacher's Full Name		School Site/Department
School Year	**Evaluator**	**Date**

(May not be longer than 2 pages for each observation)

CLASSROOM OBSERVATION – COMMENTS:

ONGOING OBSERVATIONS – COMMENTS:

The ongoing observations were made from _____ Date: _____ Date: _____

_____ _____

Employee Signature Evaluator Signature

_____ _____

Date Date

-Signature does not imply agreement. Refer to 15.5.e.II

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Adelanto Elementary School District

TEACHER OBSERVATION RATING FORM

Teacher's Full Name	School Site/Department

School Year	Evaluator	Date

Review the Teacher Evaluation Rubric for each standard before rating the key elements and overall standard.

Key: 1– Does Not Meet; PT – Progressing Toward; 2 – Meets Standards; 3 – Exceeds Standards
***Not Evaluated at this time.**

STANDARD 1: Engaging and Supporting All Students in Learning

Key Elements	Rating				
	1	PT	2	3	*
1.1 Using knowledge of students to engage them in learning					
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.					
1.3 Connecting subject matter to meaningful, real-life contexts*					
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs					
1.5 Promoting critical thinking through inquiry, problem solving, and reflection					
1.6 Monitoring student learning and adjusting instruction while teaching					
OVERALL RATING STANDARD 1:					

Comments: An overall of 1 will only be given if 4/6 or more are 1

STANDARD 2: Creating and Maintaining Effective Environments for Student Learning

Key Elements	Rating				
	1	PT	2	3	*
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully					
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students					
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe					

2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students					
2.5 Developing, communicating, and maintaining high standards for individual and group behavior					
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn					
2.7 Using instructional time to optimize learning					
OVERALL RATING STANDARD 2:					

Comments: An overall of 1 will only be given if 4/7 or more are 1.

STANDARD 3: Understanding and Organizing Subject Matter for Student Learning

	Rating				
Key Elements	**1**	**PT**	**2**	**3**	*****
3.1 Demonstrating knowledge of subject matter* academic content standards					
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter					
3.3 Organizing curriculum to facilitate student understanding of the subject matter					
3.4 Utilizing instructional strategies that are appropriate to the subject matter					
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students					
3.6 Addressing the needs of *English Learners* and students with special needs* to provide equitable access to the content					
OVERALL RATING STANDARD 3:					

Comments: An overall of 1 will only be given if 4/6 or more are 1.

STANDARD 4: Planning Instruction and Designing Learning Experiences for all Students					
	Rating				
Key Elements	**1**	**PT**	**2**	**3**	*****
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.					
4.2 Establishing and articulating goals for student learning					
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning					
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students					
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.					
OVERALL RATING STANDARD 4:					
Comments: An overall of 1 will only be given if 3/5 or more are 1.					

STANDARD 5: Assessing Students for Learning					
	Rating				
Key Elements	**1**	**PT**	**2**	**3**	*****
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.					
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction					
5.3 Reviewing data, both individually and with colleagues to monitor student learning.					
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction					
5.5 Involving all students in self-assessment, goal setting, and monitoring progress					
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning					
5.7 Using assessment information to share timely and comprehensible feedback with students and their families					
OVERALL RATING STANDARD 5:					
Comments: An overall of 1 will only be given if 4/7 or more are 1.					

STANDARD 6: Developing as a Professional Educator					
	Rating				
Key Elements	**1**	**PT**	**2**	**3**	*****
6.1 Reflecting on teaching practice in support of student learning					
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development					
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning					
6.4 Working with families to support student learning					
6.5 Engaging local communities in support of the instructional program					
6.6 Managing professional responsibilities to maintain motivation and commitment to all students					
6.7 Demonstrating professional responsibility, integrity, and ethical conduct					
OVERALL RATING STANDARD 6:					
Comments: An overall of 1 will only be given if 4/7 or more are 1.					

Employee Signature

Evaluator Signature

Date

Date

-Signature does not imply agreement. Refer to 15.5.e.II

Adelanto Elementary School District
Teacher Evaluation Rubric

Standard #1: Engaging and Supporting All Students in Learning				
Key Elements	**1** **Does Not Meet**	**PT** **Progressing Towards Standards**	**2** **Meets Standards**	**3** **Exceeds Standards**
1.1 **Using Knowledge of students to engage them in learning.**	The teacher seldom uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher occasionally uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher regularly uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher makes ongoing use of information provided by district, school, and family to guide instruction to promote student engagement or learning. The teacher facilitates as students take ownership of their learning.
1.2 **Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.**	The teacher seldom makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher seldom elicits questions from students during a lesson to monitor their understanding.	The teacher occasionally makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher occasionally elicits questions from students during a lesson to monitor their understanding.	The teacher regularly makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher regularly elicits questions from students during a lesson to monitor their understanding.	The teacher facilitates as students connect and apply their prior knowledge, life experiences, and interests to new learning and the achievement of learning goals. The teacher elicits questions from students during a lesson to monitor their understanding.

1.3 Connecting subject matter to meaningful, real-life contexts.	The teacher seldom uses real-life connections during instruction. The teacher seldom seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher occasionally uses real-life connections during instruction. The teacher occasionally seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher regularly uses real-life connections during instruction. The teacher regularly seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher makes ongoing use of real-life connections during instruction. The teacher seeks feedback from students regarding relevance of subject matter to students' lives.
1.4 Using a variety of instructional strategies, resources, and technologies to meet student' diverse learning needs.	The teacher seldom uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher seldom makes adjustments to respond to students' diverse needs.	The teacher occasionally uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher occasionally responds to students' diverse needs.	The teacher regularly uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher regularly makes adjustments to respond to students' diverse needs.	The teacher makes ongoing use of a wide range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher makes ongoing adjustments to respond to students' diverse needs.

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

Standard #2: Creating and Maintaining Effective Environments for Student Learning				
Key Elements	**1** **Does Not Meet**	**PT** **Progressing Towards Standards**	**2** **Meets Standards**	**3** **Exceeds Standards**
2.1 **Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully**	The teacher seldom promotes the social development and self-esteem of students. The teacher seldom promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher occasionally promotes the social development and self-esteem of students. The teacher occasionally promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher regularly promotes the social development and self-esteem of students. The teacher regularly promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher facilitates the social development and self-esteem of students. The teacher facilitates as students respect diversity, assume leadership, and behave responsibly in a group setting.
2.2 **Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.**	The physical or virtual learning environment seldom supports student learning. There is seldom structured interaction between students to support learning.	The teacher occasionally creates a physical or virtual learning environment that supports student learning. The teacher occasionally structures interaction between students to support learning.	The teacher regularly creates a physical or virtual learning environment that supports student learning. The teacher regularly structures interaction between students to support learning.	The physical or virtual learning environment supports student learning. The teacher facilitates structured interaction between students to support learning.

2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.	The teacher seldom establishes a safe physical, intellectual, and emotional environment. There is seldom appropriate response to behaviors that impact student safety.	The teacher occasionally establishes a safe physical, intellectual, and emotional environment. The teacher occasionally responds appropriately to behaviors that impact student safety.	The teacher regularly establishes a safe physical, intellectual, and emotional environment. There is responds appropriately to behaviors that impact student safety.	The teacher shares responsibility with students for the establishment and maintenance of a safe physical, intellectual, and emotional environment. Students maintain intellectual and emotional safety for themselves and others in the classroom.
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	The teacher seldom holds high expectations for students and seldom integrates appropriate strategies to address achievement gaps. The teacher seldom integrates rigor that values accuracy, analysis, problem solving, and critical thinking.	The teacher occasionally holds high expectations for students and integrates appropriate strategies to address achievement gaps. The teacher occasionally applies rigor that values accuracy, analysis, problem solving, and critical thinking.	The teacher regularly holds high expectations for students and integrates appropriate strategies to address achievement gaps. The teacher regularly integrates rigor that values accuracy, analysis, problem solving, and critical thinking.	The teacher holds high expectations for students and adjusts lessons as needed for students' success. The teacher establishes a rigorous learning environment in which students take leadership in learning that values analysis, problem-solving, and critical thinking.

2.5 Developing, communicating, and maintaining high standards for individual and group behavior	The teacher seldom communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher occasionally communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher regularly communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher establishes a positive environment using behavioral expectations systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	The teacher seldom maintains use of routines and procedures. The teacher seldom promotes positive behaviors and seldom responds appropriately to behaviors disruptive to the learning climate.	The teacher occasionally maintains use of routines and procedures. The teacher occasionally promotes positive behaviors and occasionally responds appropriately to behaviors disruptive to the learning climate.	The teacher regularly maintains use of routines and procedures. The teacher regularly promotes positive behaviors and regularly responds appropriately to behaviors disruptive to the learning climate.	The teacher and students develop routines and procedures that maximize learning. Students share responsibility for maintaining a positive classroom climate.

2.7 Using instructional time to optimize learning	The teacher seldom uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher occasionally uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher regularly uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher and students use organization, pacing, and ongoing engagement to maximize the use of instructional time.

Adelanto Elementary School District
Teacher Evaluation Rubric

Standard #3: Understanding and Organizing Subject Matter for Student Learning				
Key Elements	**1** **Does Not Meet**	**PT** **Progressing Towards Standards**	**2** **Meets Standards**	**3** **Exceeds Standards**
3.1 Demonstrate knowledge of subject matter, academic content standards, and curriculum frameworks.	The teacher demonstrates minimal knowledge of key concepts, current academic content standards, and curriculum frameworks, while incorporating minimal perspectives, and supporting some student learning.	The teacher demonstrates basic knowledge of key concepts, current academic content standards, and curriculum frameworks, while incorporating limited perspectives, and supporting some student learning.	The teacher regularly uses broad knowledge of key concepts, current academic content standards, and curriculum frameworks, while incorporating multiple perspectives, and supporting student learning.	The teacher uses extensive knowledge of subject matter, key concepts, and research to guide students to make relevant connections to current academic content standards during instruction to extend their learning.
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	The teacher demonstrates minimal knowledge of the range of student development needed to make instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher demonstrates basic knowledge of the range of student development needed to make instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher regularly applies knowledge of the range of student development to instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher utilizes comprehensive knowledge of student development to facilitate as all students develop proficiencies and understand subject matter, including related academic language.

3.3 Organizing curriculum to facilitate student understanding of the subject matter	The teacher demonstrates minimal knowledge of curriculum, student readiness to learn, cultural perspectives, and resources, but fails to organize instruction and facilitate student understanding of subject matter.	The teacher demonstrates basic knowledge of curriculum, student readiness to learn, cultural perspectives, and resources, while occasionally organizing instruction to facilitate student understanding of subject matter.	The teacher regularly uses knowledge of curriculum, student readiness to learn, cultural perspectives, and resources to effectively organize instruction and facilitate student understanding of subject matter.	The teacher uses knowledge of curriculum, student readiness to learn, cultural perspectives, and resources to expertly organize instruction and facilitate students understanding of subject matter.
3.4 Utilizing instructional strategies that are appropriate to the subject matter.	The teacher seldom integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher occasionally integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher regularly integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher uses a repertoire of instructional strategies to make content accessible to all students. The teacher facilitates as students challenge themselves to think critically and to deepen their knowledge of the subject matter.

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

Standard #4: Planning Instruction and Designing Learning Experiences for all Students				
Key Elements	**1** **Does Not Meet**	**PT** **Progressing Towards Standards**	**2** **Meets Standards**	**3** **Exceeds Standards**
4.1 **Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.**	The teacher's instructional plans seldom reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans occasionally reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans seldom reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans support and extend student learning based on comprehensive information about the students.
4.2 **Establishing and articulating goals for student learning**	The teacher's instructional goals are seldom established, articulated, and reinforced with students. Learning goals are seldom challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are occasionally established, articulated, and reinforced with students. Learning goals are occasionally challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are regularly well established, articulated, and reinforced with students. Learning goals are challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are well established, articulated, differentiated, and reinforced with students. The teacher assists students to articulate and monitor their own learning goals.

4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	The teacher seldom develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is seldom differentiated based on assessment data to ensure all students' learning needs are met.	The teacher occasionally develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is occasionally differentiated based on assessment data to ensure all students' learning needs are met.	The teacher regularly develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is differentiated based on assessment data to ensure all students' learning needs are met.	The teacher refines short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is differentiated and students use assessment data to reflect upon and monitor their own learning.
4.4 Planning instruction that incorporates appropriate strategies to mee the learning needs of all students	The teacher seldom plans instruction that incorporates strategies suggested by curriculum and district guidelines. The teacher seldom demonstrates awareness of student learning needs.	The teacher occasionally plans instruction that incorporates strategies suggested by curriculum and district guidelines The teacher occasionally demonstrates awareness of student learning needs.	The teacher regularly plans instruction that incorporates strategies suggested by curriculum and district guidelines. The teacher regularly demonstrates awareness of student learning needs.	The teacher plans instruction that incorporates a repertoire of strategies to specifically meet the diverse learning needs of all students. The teacher facilitates opportunities for students to reflect on assessment data to meet their learning needs.

4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	The teacher seldom applies knowledge of the purposes, characteristics, and uses of different types of assessments to support learning.	The teacher occasionally applies knowledge of the purposes, characteristics, and uses of different types of assessments to support learning.	The teacher regularly adapts instructional plans and curricular materials to meet the assessed learning needs of all students.	The teacher anticipates and plans for a wide range of adaptations to instructional plans based on in-depth analysis of individual learning needs of all students.

Adelanto Elementary School District
Teacher Evaluation Rubric

Standard #5: Assessing Students for Learning				
Key Elements	**1** **Does Not Meet**	**PT** **Progressing Towards Standards**	**2** **Meets Standards**	**3** **Exceeds Standards**
5.1 **Applying knowledge of the purposes, characteristics, and uses of different types of assessments.**	The teacher seldom applies knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher occasionally applies knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher regularly applies knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher designs and adapts formative and summative assessments to support differentiated student learning needs and reflects progress.
5.2 **Collecting and analyzing assessment data from a variety of sources to inform instruction**	The teacher seldom collects and analyzes assessment data from a variety of sources to inform instruction.	The teacher occasionally collects and analyzes assessment data from a limited variety of sources to inform instruction.	The teacher regularly collects and analyzes assessment data from a variety of sources to inform instruction.	The teacher consistently collects and analyzes assessment data from a variety of sources to inform instruction. The teacher continuously utilizes data analysis to plan and differentiate instruction. The teacher reflects upon evidence of student learning.
5.3 **Reviewing data, both individually and with colleagues to monitor student learning.**	The teacher seldom reviews assessment data individually or with colleagues to monitor student learning.	The teacher occasionally reviews assessment data individually or with colleagues to monitor student learning.	The teacher regularly reviews assessment data individually and with colleagues to monitor a broad range of data in order to maximize student learning.	The teacher collaborates in student assessment results data analysis with colleagues in order to monitor instruction and eliminate gaps between students' potential and their performance.

5.4 **Using assessment data to establish learning goals and to plan, differentiate, and modify instruction**	The teacher seldom uses assessment data to measure student progress and revise instruction. Learning goals are seldom revised or used to modify instruction.	The teacher occasionally uses assessment data to measure student progress and revise instruction. Learning goals are occasionally revised or used to modify instruction.	The teacher regularly uses assessment data to measure student progress and revise instruction. Learning goals are regularly revised or used to modify instruction.	The teacher continually uses assessment data to revise students' learning goals. Assessment data is used to differentiate instruction to respond to students' diverse needs.
5.5 **Involving all students in self-assessment, goal setting, and monitoring progress**	The teacher seldom provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher occasionally provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher regularly provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher guides students to assess their progress and reflect on their own learning goals.
5.6 **Using available technologies to assist in assessment, analysis, and communication of student learning.**	The teacher seldom usus the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher occasionally uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher regularly uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher continually uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.

5.7 **Using assessment information to share timely and comprehensible feedback with students and their families**	The teacher seldom provides assessment information about student learning to students and their families.	The teacher occasionally provides assessment information about student learning to students and their families.	The teacher regularly initiates contact regarding assessment information about student learning to students and their families.	The teacher engages students and their families in a variety of ongoing comprehensible communications about individual student progress and ways to provide support.

Standard #6: Developing as a Professional Educator				
Key Elements	**1 Does Not Meet**	**PT Progressing Towards Standards**	**2 Meets Standards**	**3 Exceeds Standards**
6.1 Reflecting on teaching practice in support of student learning	The teacher seldom uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher does not formulate a professional development plan.	The teacher occasionally uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher partially formulates a professional development plan.	The teacher regularly uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher regularly formulates a professional development plan.	N/A
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	The teacher demonstrates limited knowledge of how to establish professional goals and promote collaboration with the school. The teacher seldom engages in and contributes to professional development.	The teacher occasionally establishes and modifies professional goals based on self assessment and feedback from a variety of sources. The teacher occasionally engages in and contributes to professional development targeted for student achievement.	The teacher regularly establishes and modifies professional goals based on self-assessment and feedback from a variety of sources. The teacher regularly engages in and contributes to professional development.	N/A

6.3 **Collaborating with colleagues and the broader professional community to support teacher and student learning.**	The teacher seldom engages in collaboration with colleagues and the broader professional community to support school culture and student learning.	The teacher occasionally engages in collaboration with colleagues and the broader professional community to support school culture and student learning.	The teacher regularly engages in collaboration with colleagues and the broader community to support school culture and student learning.	N/A
6.4 **Working with families to support student learning**	The teacher seldom demonstrates awareness of the role of the family in student learning. The teacher seldom communicates with families in ways which show understanding of and respect for cultural norms.	The teacher occasionally provides opportunities and support for families to actively participate in student learning. The teacher occasionally communicates with families in ways which show understanding of and respect for cultural norms.	The teacher regularly provides opportunities and support for families to actively participate in student learning. The teacher regularly communicates with families in ways which show understanding of and respect for cultural norms.	N/A
6.5 **Engaging local communities in support of the instructional program**	The teacher seldom uses neighborhood and community resources to support the curriculum, students, and families. The teacher seldom includes knowledge of communities when designing and implementing instruction.	The teacher occasionally uses neighborhood and community resources to support the curriculum, students, and families. The teacher occasionally includes knowledge of communities when designing and implementing instruction.	The teacher regularly uses neighborhood and community resources to support the curriculum, students, and families. The teacher regularly includes knowledge of communities when designing and implementing instruction.	N/A

6.6 Managing professional responsibilities to maintain motivation and commitment to all students	The teacher seldom maintains and submits accurate and complete records and reports to support the learning needs of all students.	The teacher occasionally maintains and submits accurate and complete records and reports to support the learning needs of all students.	The teacher regularly maintains and submits accurate and complete records and reports. The teacher regularly maintains a commitment to support the learning needs of all students.	N/A
6.7 Demonstrating professional responsibility, integrity, and ethical conduct.	The teacher's professional responsibilities, conduct and integrity are not always demonstrated.	N/A	The teacher regularly maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances.	N/A

Adelanto Elementary School District

BREAKTHROUGH PLAN

Teacher's Full Name	School Site/Department

School Year	Evaluator	Date

Identified elements (refer to Evaluation Rubric).

Evaluator's and Bargaining Unit Member's specific plan for improvement.

Techniques to measure improvement and timeline.

Employee Signature

Evaluator Signature

Date

Date

-Signature does not imply agreement.

Adelanto Elementary School District strives to be the High Desert's premier learning establishment where dreams are awakened, academic achievement soars, and integrity leads the way to future success.

Adelanto Elementary School District

FOLLOW UP TO BREAKTHROUGH PLAN

Teacher's Full Name	School Site/Department

School Year	Evaluator	Date

Your progress towards meeting standards in the identified element(s) is as follows:

Focus Plan Dated_____

Next observation scheduled for _____

_____ _____

Employee Signature Evaluator Signature

_____ _____

Date Date

-Signature does not imply agreement.

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Adelanto Elementary School District

FINAL SUMMATIVE EVALUATION FORM

Teacher's Full Name	School Site/Department

School Year	Evaluator	Date

Review the Teacher Evaluation Rubric for each standard before rating the key elements and overall standard.

Key: 1– Does Not Meet; PT – Progressing Toward; 2 – Meets Standards; 3 – Exceeds Standards

STANDARD 1: Engaging and Supporting All Students in Learning	
OVERALL RATING STANDARD 1:	
Comments:	

STANDARD 2: Creating and Maintaining Effective Environments for Student Learning	
OVERALL RATING STANDARD 2:	
Comments:	

STANDARD 3: Understanding and Organizing Subject Matter for Student Learning	
OVERALL RATING STANDARD 3:	
Comments:	

STANDARD 4: Planning Instruction and Designing Learning Experiences for all Students	
OVERALL RATING STANDARD 4:	
Comments:	

STANDARD 5: Assessing Students for Learning	
OVERALL RATING STANDARD 5:	
Comments:	

STANDARD 6: Developing as a Professional Educator	
OVERALL RATING STANDARD 6:	
Comments:	

Employee Signature

Evaluator Signature

Date

Date

-Signature does not imply agreement. Refer to 15.5.e.II

Adelanto Elementary School District

INTERIM SUMMATIVE EVALUATION FORM

Teacher's Full Name	School Site/Department

School Year	Evaluator	Date

Review the Teacher Evaluation Rubric for each standard before rating the key elements and overall standard.

STANDARD 1: Engaging and Supporting All Students in Learning

Comments:

STANDARD 2: Creating and Maintaining Effective Environments for Student Learning

Comments:

STANDARD 3: Understanding and Organizing Subject Matter for Student Learning

Comments:

STANDARD 4: Assessing Students for Learning
Comments:

STANDARD 5: Planning Instruction and Designing Learning Experiences for all Students
Comments:

STANDARD 6: Developing as a Professional Educator
Comments:

Employee Signature	Evaluator Signature
Date	Date

-Signature does not imply agreement. Refer to 15.5.e.II

Memorandum of Understanding
(MOU)
Between the Adelanto District Teachers Association (ADTA)
And
The Adelanto Elementary School District (AESD)
April 17, 2025
Mesa Linda Counselors

The Adelanto Elementary School District ("District") and the Adelanto District Teachers' Association ("Association"), jointly known as the Parties ("Parties") enter this Memorandum of Understanding ("MOU") regarding counselors' servicing additional students from August 8, 2025 through June 30, 2025. The district agrees to pay two counselors 84 days at a flat rate of $125 a day.

This MOU is unique unto its own circumstances and shall in no way set a precedent for any other agreement in the future; and furthermore, no party hereto shall cite this MOU or its terms as past practice for any purpose in the future. This MOU shall expire on its own terms on June 30, 2025, and thereafter shall be of no further force or effect, unless extended by mutual agreement of the Parties.

Signed by ADTA

Jennifer Rader ADTA President

Signed by AESD

Craig Shiflett Interim Assistant Superintendent
Human Resources

Memorandum of Understanding
(MOU)
Between the Adelanto District Teachers Association (ADTA)
And
The Adelanto Elementary School District (AESD)
October 24, 2024
Monica Cooper ISP/Arbitration

In order to settle the grievance and upcoming arbitration filed by ADTA on this matter, the following is agreed to for the 24/25 school-year. The parties agree to meet at the end of the MOU to discuss whether or not to continue, change, or void it at the end of this MOU. Parties agree to split any costs associated with the cancellation of the Arbitration.

For the 24/25 school-year Monica Cooper shall be moved back to a 2/3 position at the ISP Adelanto Virtual Academy. The district retains the right to make staffing changes for the 25/26 school-year based on the Contract of Agreement with ADTA.

This MOU is unique unto its own circumstances and shall in no way set a precedent for any other agreement in the future, and furthermore, no party hereto shall cite this MOU or its terms as past practice for any purpose in the future. This MOU shall expire on its own terms on June 30, 2025, and thereafter shall be of no further force or effect, unless extended by mutual agreement of the Parties.

Signed by ADTA

Jennifer Rader ADTA President

Signed by AESD

Craig Shiflett Interim Assistant Superintendent
Human Resources

APPENDIX F

Weekly Special Education Class Size Report

Up Date Every Friday

Week Ending Friday: _____

Total # of Students: _____

School: _____

Program Teacher: _____

Para(s): _____

SPED Clerk: _____

Psychologist: _____

Red Dates: Past Due

Green Dates: 45 Day Warning

**Dates: SPED scheduled meeting

Black Dates: Up to Date

	Student Name	DOB	Gr	Pri. Dis. Code	1:1	CAA	Residence School	Placement: O: Overflow Pl: Per IEP Intra or Inter Prg not at RS	Next Annual Review Date	Next Triennial Review Date	IEP Date Scheduled	Other Services	Clerk Notes
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
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27													
28													

By signing I am taking responsibilty for the dates scheduled except for the dates marked with " ** ":

Teacher Signature: _____

Principal Signature: _____