# 2019-2022 COLLECTIVE AGREEMENT

### between

# HELENDALE PROFESSIONAL TEACHERS' ASSOCIATION and

# HELENDALE SCHOOL DISTRICT

Rev. August 16, 2022

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### ARTICLE 1 – AGREEMENT AND TERM

- 1.1 These terms and conditions shall constitute a bilateral and binding Agreement by and between the Helendale School district and the Helendale Professional Teachers' Association/California Teachers' Association/National Education Association.
- 1.2 This Agreement is entered into pursuant to the Educational Relations Act. Sections 3540-3549 of the California Government Code.
- 1.3 This Agreement shall remain in effect from July 01, 2019, through June 30, 2022; and thereafter, shall continue in effect unless one of the parties notifies the other in writing on or before February 15<sup>th</sup> of the year in which this Agreement expires of its request to modify, amend, or terminate the Agreement. Additional re-openers shall occur as per stated within.

### **ARTICLE 2 – RECOGNITION**

Pursuant to the requirements of Government Code, Section 3544.1, the District recognizes the Association as the exclusive representative for the unit described as all classroom teachers and other certificated employees who are not managers, supervisors, confidential, and substitutes.

### 2.1 Dues and Service Fees Deductions

- 2.1.1 HPTA/CTA/NEA has the sole and exclusive right to have employee organization Membership dues and service fees deducted by the employer for employees in the bargaining unit.
- 2.1.2 The employer shall deduct, in accordance with the HPTA/CTA/NEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit.
- 2.1.3 Nothing contained herein shall prohibit an employee from paying service fees directly to HPTA/CTA/NEA.
- 2.1.4 The employer agrees to remit such service fees and deductions monthly to the HPTA/CTA/NEA accompanied by an alphabetical list of unit members for who such deductions have been made, indicating new employees.

### 2.2 Grievance and Dispute Resolution

- 2.2.1 Neither the Association nor individual unit members may file a grievance regarding any administration of Article 2, Organizational Security.
- 2.2.2 Any dispute as to the amount of the representation fee shall be resolved pursuant to the regulation of the Public Employment Relations Board.
- 2.3 The Association, CTA and/or NEA agrees to indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees, and agents, including reimbursement for all costs,

expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this article.

### **ARTICLE 3 – DISTRICT RIGHTS**

It is agreed that the District retains all of its power of direction, management and control to the full extent of the law. Included in these powers are the exclusive rights to:

- a. determine its organization.
- **b**. direct the work of its employees.
- c. determine the hours of District operation.
- **d**. determine the kinds and hours of District operation.
- e. establish its educational policies, goals and objectives.
- **f**. insure the rights and educational opportunities of students.
- g. determine staffing patterns.
- **h**. determine the kinds and number of personnel required.
- i. maintain the efficiency of the District operations.
- j. determine District curriculum.
- k. design, build, move or modify facilities.
- **l**. establish budget procedures and determine budgetary allocation.
- m. determine the methods of raising revenue.
- **n**. contract out work.
- **o**. take action as required in the event of an emergency, including the right to temporarily suspend provisions of this agreement for the duration of the emergency.
- **p**. determine and enforce dress code policy.

This recital in no way limits other District powers as granted by law. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection thereof shall be limited only by the terms of this agreement and the law.

### ARTICLE 4 – ORGANIZATION MEMBERSHIP/ASSOCIATION RIGHTS

- 4.1 The District recognizes the right of unit members to form, join and participate in the activities of employee organizations. Any unit member covered by this agreement who is a member of the Association or who has applied for membership may voluntarily sign and deliver to the District an assignment on the appropriate form authorizing deduction of Association membership dues. The district shall remit each month all dues so deducted from the paycheck for that month in accordance with Education Code Sections 45060 and 45061.
- 4.2 The association shall have the right to use the intra-District mail service and unit member mailboxes for communications to unit members.
- 4.3 Subject to applicable legal limitations, the Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members.
- 4.4 The Association shall have the right to use school facilities and equipment during all reasonable hours (by mutual agreement) for meeting and other association activities.
- 4.5 Authorized representative of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

- 4.6 The District upon request will make available the following information to the HPTA President and/or Bargaining Team:
  - 4.6.1 A copy of the agenda for each regular meeting of the Board, excluding closed sessions, Rodda Act sessions, and personnel items. The HPTA President will receive this agenda the same day it is issued to the Board.
  - 4.6.2 A copy of the tentative and the approved District budget.
  - 4.6.3 A District directory will be maintained at school sites and District office containing the names, addresses, and phone numbers of District employees. It will be provided by the end of the first grading period of each school year. Unlisted phone numbers will be identified as such. A copy of this directory will be provided to the Association.
  - 4.6.4 Policy changes immediately following the Board meeting in which they are first presented.
  - 4.6.5 The District shall furnish HPTA with a current seniority list.
- 4.7 The District, upon request by the HPTA, agrees to furnish the Association necessary information concerning the financial resources and professional staffing of the District
- 4.8 The Board, upon request by the HPTA agrees to furnish the HPTA within a reasonable time, information necessary to fulfill its role as Exclusive Representative provided such information legally can be made available.
- 4.9 The HPTA building representative(s), upon request prior to the meeting, shall be granted five minutes at the conclusion of regular faculty meetings for Association announcements.
- 4.10 The Association President or his/her designee shall be provided release time for CTA/NEA training and/or coordination at no loss of salary or other benefits for the duration of the Agreement. The Association shall pay the cost of the substitute for the Association President or his/her designee. This release time shall not exceed five (5) days. The Association shall reimburse the District for the cost of the substitute.
- 4.11 Unit members shall be represented by HPTA fairly and equally in accordance with the HPTA by-laws. Unit members choosing not to become a full HPTA member (Hudson) shall be equally represented in any grievance procedure if such representation is requested in writing.
- 4.12 Tuberculosis Tests The cost of mandatory skin tests or chest x-rays shall be paid by the District when County services are used.

### **ARTICLE 5 – GRIEVANCE PROCEDURES**

- 5.1 A grievance is a written allegation by one or more employees covered hereby or by the Association that there has been a violation. Misinterpretation, or misapplication of the Agreement by the District.
- 5.2 A day, for the purpose of resolving grievances, shall be a day when the schools in the District are in session, excluding Saturdays, Sundays, and Summer Session.

- 5.3 Before filing a written grievance, a grievant may attempt to resolve the problem by an informal conference with the immediate supervisor.
- 5.4 <u>Step 1.</u> A written grievance must be filed within fifteen (15) days of the event which gave rise to the grievance, or within fifteen (15) days of the informal conference if such conference is held.
- 5.5 A written grievance shall first be filed with the immediate supervisor and with the president of the Association. The written grievance shall identify the section(s) of this Agreement alleged to have been violated, misinterpreted or misapplied. It shall specify the remedy which the grievant seeks.
- 5.6 Within ten (10) days after the receipt of the grievance, the immediate supervisor shall have met with the grievant and issued a decision in Writing.
- 5.7 If the grievant is dissatisfied with the decision of the immediate supervisor, or the ten (10) days elapsed without a response, the grievant may, within five (5) days, appeal the grievance to Step 2.
- 5.8 <u>Step 2.</u> Within ten (10) days after the receipt of the appeal, the Superintendent shall have met with the grievant and issued a decision in writing. If ten (10) days have elapsed without a response the grievant may, within five (5) days submit the grievance to the School Board; or, request that the Association request the services of a State Mediator (Step 3).
- 5.9 <u>Step 3.</u> Within ten (10) days after receipt of the Step 2 response, the grievant may make a written request for mediation. Upon receipt of the request, the Association shall submit to the California State Conciliation Service a written request for the services of a State mediator.

The function of the Mediator shall be to assist the parties to achieve a mutually satisfactory resolution to the grievance. The Mediator shall schedule a mutually agreeable time for the purpose of resolving the matter. If a satisfactory resolution is achieved, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either to further appeal the grievance.

The mediation step may be waived by mutual consent of the parties. If no agreement to settling the grievance is reached within ten (10) days following the first meeting with the mediator, the grievance may be appealed to Step 4.

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

- 5.10 Step 4 If the grievant has not requested the Step 3, mediation process and/or the grievance remains unresolved, the grievant may file a written appeal to the Governing Board. All information presented at Step 1 and 2 shall be included with the appeal. An appeal hearing shall be held at the next regularly scheduled Board meeting which falls at least 12 days after the appeal is filed. This hearing shall be held in closed session if the grievance relates to matters properly addressed in closed session. The Board shall make its decision within thirty (30) days of the hearing and shall mail the decision to all concerned parties. The Board's decision shall be final.
- 5.11 A grievance involving a unit member as an individual may be filed by that individual.

- 5.12 If the time lines do not allow for the resolution of a grievance prior to the beginning of summer recess, the grievant may request that the time lines be converted to calendar days
- 5.13 A grievant may choose to be his/her representative at any step of the procedure.
- 5.14 A grievant may choose to be represented at any step of the procedure by the Association.
- 5.15 Any unit member whose participation is necessary in a grievance proceeding held during the school day, shall be released for the purpose without loss of pay or accumulated leave. Participation shall be limited to the grievant and the Association representative, and no more than one additional unit member at a time. Investigation or other handling of any grievance by a grievant or the grievant's representative shall be conducted so as to result in no interference with or interruption to the students' instructional program.
- 5.16 No reprisals of any kind shall be taken by the District against any grievant for filing or processing a grievance.

### **ARTICLE 6 – PERSONNEL FILES**

- 6.1 A unit member shall have the right to inspect his/her personnel file upon request, provided that the request is made at a time when such person is not required to render services to the district. Such review shall take place during normal district business hours.
- 6.2 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. The review shall take place during normal business hours and the unit member shall be released from duty for this purpose.

### **ARTICLE 7 – BENEFITS**

7.1 A benefit increase to \$19,000 shall be applied for the 2022-23 school year.

As long as the District's ending balance is 19% at second interim, the difference between the CAP and the cost of benefits shall be paid to the employee at the end of the school year. The difference will paid to the employee on a supplemental payroll before the end of June of the current school year.

The Health and Welfare benefits include:

Medical

Delta Dental

Vision Plan

Life Insurance-\$50,000.

- 7.2 Each bargaining unit member will receive information as available which describes the District plan, and which lists member physicians and medical care facilities.
- 7.3 Article 7 shall be reopened for negotiations for the 2022-23 school year only if there is a larger than 5% average increase in the cost of health benefit plan rates for the 2022-23 school year over the 2021-22 school year as identified by CVT.
- 7.4 The District will provide health and welfare benefits for registered Domestic Partners equal to those provided to spouses.
- 7.5 Unit members working Job Share positions shall receive a prorated amount of health, welfare, and leave benefits. He/she shall compensate the District through monthly payroll deductions, for that percent of the benefits premium to which he/she is not entitled. If a teacher elects not to take the prorated health and welfare benefits, his/her prorated share will

automatically return to the District. In no event shall the total amount of health and welfare benefits for the job share position exceed the amount the District would have paid if the position had not been shared. Contributions to the State Teacher's Retirement System shall be proportionate to the time served and the salary earned (a half year equals a half year of STRS credit).

### **ARTICLE 8 – HOURS**

8.1 All Certificated Bargaining Unit Members shall work 186 days per school year. The 186<sup>th</sup> workday shall be placed at the end of the school year and shall not be a Monday but shall be the last working day after the last student day. Beginning the 2024-25 school year, the 186<sup>th</sup> day may be scheduled at another date during the school year and the agenda will be at the discretion of the District with input from the Bargaining Unit.

Any counselor shall work an additional 8 days beyond regular certificated contract paid per diem. (see attached counseling salary schedule).

All first year probationary certificated Bargaining Unit Members starting after July 1, 2015, shall work 3 additional days (189) to attend District Induction Training at the negotiated tutoring rate. All second year probationary certificated Bargaining Unit Members shall work one additional day.

### 8.1.1 Pre-Service Days

Two non student days at the beginning of the year will be teacher contract days to be used to prepare for the upcoming school year. Teachers will be required to do all online safety trainings and have Google Classroom set up with Zoom links and indicated times for students to login with the teacher by the end of the non-student days.

- 8.1.2 All first year probationary certificated Bargaining Unit Members shall work an additional two (2) days at the beginning of the school year, and an additional six (6) hours divided into three (3) months (e.g., 4:00-6:00PM September, November, and January). All second year probationary certificated Bargaining Unit Members shall work one additional day before he start of the school year.
- 8.2 The start and end times are as follows:

Helendale Elementary School: 8:15 a.m. – 3:45 p.m. Riverview Middle School: 7:10 a.m. – 2:35 p.m. The Academy of Careers and Exploration 7:10 a.m. – 2:35 p.m. ICA shall be amended to state a flexed 7.5 hours each school day between 7 a.m. and 5 p.m. with administrative approval.

- 8.2.1 ICA "Mobile Teacher" are those teachers who are primarily assigned to work outside of San Bernardino County and not required to work in person can work virtually and not be required to report in person to an office. Mobile teachers shall be provided an office to meet with students at places like Starbucks, local library, Denny's etc.; without mileage reimbursement.
- 8.3 Teachers will be given a duty free lunch of 30 minutes.
- 8.4 All Bargaining Unit Members will be provided approximately five (5) hours of prep time, every week, as determined by Site and District Administration. Prep times will be used for correcting work, grading, prepping for instruction, parent contacts, and supporting students.

- 8.4.1 HES teachers will have prep time from 8:15 to 8:55 with equitable gate duty. HSS teachers will receive a scheduled prep period. ICA teachers will ensure that their schedule will include five (5) hours prep time each week.
- 8.4.2 On Friday Minimum Days, Bargaining Unit Members will be provided a one (1) hour block of uninterrupted prep time to or following scheduled meeting times at the discretion of the administrator (excluding Parent Teacher Conference Days)
- 8.4.3 Administration will be able to utilize the full block of Friday Minimum Day time to schedule (4) special meetings per year.
- 8.4.4 Professional Development Days and other days where the sites are on a modified schedule (not the regular day schedule), those conditions do not apply.
- 8.5. At Helendale Elementary School adjunct duties shall be mandatory attendance at the following events: Back to School Night, Spring Open House/Science Fair, Harvest Festival, plus an additional 5 hours approved in advance by the school principal outside the normal work day in the following areas. These duties are not subject to payment.

At Helendale Secondary School duties shall be mandatory attendance at the following events: Back to school night, 2 Parent Teacher Conference Evenings, plus an additional 20 hours that are approved in advance by the school principal outside the normal workday in the following areas. These duties are not subject to payment.

At Independence Charter Academy duties shall be 5 hours as approved by the site administrator.

8.5.1 These duties are outside the normal workday in the following areas. These duties are not subject to payment.

a. Professional Development

Curriculum Development

Parent Involvement

Back to School/Open House

Staff Meetings Outside of the Workday

School Site Council Meetings District of School Meetings/Committees

**IEP Meetings** 

b. Supervision of Co-Curricular Student Activities

**Sport Activities** 

Dances

Competitions

Exhibits

Fairs

Camp Read

Field Trips

Harvest Festival

District Festival

And other activities as needed and agreed up on by both parties

8.5.2 Adjunct hours shall be prorated to reflect the percentage of the school year that an employee works.

### ARTICLE 9 – SALARY

9.1 The following shall apply: a 6.56% retroactive COLA on schedule for the 2022-23 school year.

9.2

Remove the \$250 CLAD EL Stipend from the salary schedule because everyone has one and everyone will have one.

Dual Instruction Required- Based on state law, teachers will provide virtual instruction as needed to students who are eligible to receive distance learning. The Negotiations team from HPTA and the District shall devise eligibility and participation requirements for students to receive distance learning prior to the beginning of the 2021-22 school year.

### 9.3 Salary Schedule Placement Requirements

At the discretion of the Superintendent, the District can place a prospective teacher on the salary schedule at the closest cell to match or beat their current verified salary in order to recruit the best teachers to the Helendale School District.

9.4 <u>Additional Stipends</u> \$32/hour is the hourly rate for additional duties as approved by site supervisor The hourly Rate for additional work including Secondary School teachers teaching during prep period shall be \$32/hour or prep period.

Elementary teachers will receive sub pay when covering another teacher's absence: Sub pay will be split based on portion of time (1/2 or ½ of sub daily rate). Elementary school teachers will be paid a portion of a substitute's daily rate for absorbing the absent teacher's students. The portion of substitute pay will be determined by dividing the substitute daily rate by the number of teachers receiving the absent teacher's students.

- 9.5 The superintendent or designee must approve any class that a teacher takes to determine if it qualifies them to have the credits applied to the salary schedule. All units completed subsequent to the Baccalaureate are to be upper division or graduate study units completed in a regionally accredited university or college.
- 9.6 When it is alleged that the district either underpaid or overpaid an individual bargaining unit member, the Member must document the issue with a grievance or the district must file a complaint against the member. In either case a statute of limitations takes effect where the damaged party may receive two years of restitution in the difference that was under or over paid.

### **ARTICLE 10 – LEAVES**

10.1 Bereavement – Every unit member is entitled to a leave of absence of five (5) days of paid leave, on account of death of any member of the immediate family. No deduction in salary shall be made for such leave. Members of the immediate family include mother, father, grandmother, grandfather or grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, stepchild, mother-in-law, father-in-law, brother or sister of employee, sister-in law or brother-in-law of employee, anyone who serves as the Power of Attorney, a domestic partner, or any person living in the immediate household of the employee. For uncles,

aunts, and cousins the employee is entitled to two (2) days unless the memorial is out of state, it shall be five (5) days.

### 10.2 Illness, Injury or Quarantine

- 10.2.1 The district may provide for leave of absence of a unit member and may grant compensation to them when they are compelled to be absent because of illness, accident, or quarantine. The cause of the illness or accident need not arise out of and in the course of employment.
- 10.2.2 A full-time unit member is entitled to eleven (11) days fully paid leave each year for illness or injury. The unused amount of leave allowed in any school year shall be accumulated without limit from year to year. Part-time unit members are entitled to a proportionate leave. The eleven (11) days leave granted each year may be used at any time when needed during the school year.
- 10.3 Extended Illness When a unit member is absent from duty on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill the position during the absence. Such amount is based upon the established day-to-day or long-term substitute pay. If no substitute is employed, the amount deducted shall be the established rate of pay for the day-to-day substitute.
- 10.4 Disability Related to Pregnancy Pregnancy, miscarriage, childbirth or recovery there from is a disability for which sick leave may be utilized. The date of commencement of absence from duties because of disability there from shall be determined by medical authority chosen by the unit member. The resumption of duty shall be determined by medical authority chosen by the unit member and shall verify the unit member's physical ability to return to their assigned duties.
- 10.5 Proof of Illness The District may require proof of illness as established by Board Policy related to such need. Rules and regulations adopted by the District prescribing the manner of proof of illness or injury shall not discriminate against evidence of treatment and the need therefore, by the religious practices of any well-recognized church or denomination and shall not be required for absences of less than five (5) consecutive days.

### 10.6 Personal Necessity

- 10.6.1 Not more than eleven (11) days of accrued sick leave may be used by unit members, at their election, for cases of personal necessity. The District shall adopt rules and regulations requiring and prescribing the manner of proof of personal necessity.
- 10.6.2 Unit members shall not be required to secure advance permission for leave taken for any of the following reasons:
  - 1.Death or serious illness of a member of the immediate family, a close friend, a District employee or student of a District school, death of a member of the immediate family when the number of days of absence exceeds the limit provided in the Bereavement Leave section of this Article.
  - 2. Accident involving their person or property or the person or property of a member of the immediate family.

- 3. An illness including pregnancy of unit member's spouse or of a member of the employee's immediate family.
- 4. Imminent danger to the home of a unit member occasioned by a factor such as a flood or fire.
- 5. Any Personal Business that cannot be scheduled outside of school hours. The District may request a letter from the company listing its hours of operation and service hours.
- 10.6.3 Unit members must obtain advance permission prior to taking personal necessity leave except in those situations specifically enumerated in this section. The District may adopt rules and regulations specifying the type of situations which they feel would justify granting of such leave.
- 10.6.4 Two (2) of the eleven (11) personnel necessity days may also be taken without prior approval from the District, provided all of the following conditions are met:
  - 1. The unit member must give the District office at least three (3) working days' notice prior to the leave day.
  - 2. No more than two (2) unit members may be absent on such leave during anyone (1) duty day.
  - 3. These non-disclosure days will be granted on a "first to notify the District" basis.
- 10.7 Maternity/Paternity Leave; STRS Credit Additional STRS Retirement credit may be elected for time spent on an approved maternity or paternity leave if specified contributions and interest thereon are paid by the Unit Member.
- 10.8 Industrial Accident and Illness The District shall provide rules and regulations for industrial accident and illness leave for unit members, including the following:
  - 1. Such leave shall be for up to sixty (60) work days.
  - 2. This type of leave is not accumulated from year to year.
  - 3. It is to begin on the first day of absence.
  - 4. A unit member absent on this leave shall be paid such a portion of salary due, which when added to any temporary disability indemnity, will not be more than a full salary.
  - 5. This leave is reduced by one day for each day of absence regardless of temporary disability indemnity.
- 10.9 Jury Duty The District may grant leaves of absence for any unit member called for jury duty. The district may grant such leave with pay up to the amount of the difference between the unit member's pay and any amount received as juror's fees.

- 10.10 Judicial and Official Appearances The District may grant leaves to appear as a witness in court other than as a litigant, or to respond to any official order from another governmental agency for reasons not brought about by a unit member's connivance or misconduct.
- 10.11 Disability Allowance Applicants The District shall grant leaves of absence to any unit member who has applied for disability allowance, not to exceed thirty (30) days beyond final determination of the disability allowance by the State Teachers Retirement System. If the unit member is eligible for the disability allowance, the leave is extended for the term of the disability, but not to exceed thirty-nine (39) months from the date of approval of the disability allowance.
- 10.12 Military Service Leaves for purposes of military service shall be granted pursuant to the Education, Military, and Veteran's Code.
- 10.13 Reinstatement Following Leaves After expiration of the leave, unit members shall, unless otherwise agreed, be reinstated in a position comparable to that which was held prior to a leave.
- 10.14 Sick leave shall not be reflected on a unit member's evaluation.

### **ARTICLE 11 – EVALUATION PROCEDURES**

### 11.1 Philosophy of Evaluation:

- 11.1.1 The purpose of the District's certificated evaluation process is to provide a standardized system for assessing professional duties, interpersonal relations, and classroom teaching performance.
- 11.1.2 Teacher performance will be in part judged using the California Standards for the Teaching Profession as amended and or supplemented by the parties. These procedures shall be a cooperative effort by teachers and administrators to strengthen instruction and encourage professional growth.

### 11.2 Observation/Evaluation Requirements

- 11.2.1 Probationary Unit Members shall be formally observed at least twice a year and evaluated annually.
- 11.2.2 Permanent Unit Members shall be formally observed and evaluated at least once every two years. After they have completed three full years of service beyond the attainment of permanent status permanent unit members shall be evaluated every three years.(eg Y1, Y2, Y3, Y5, Y8, Y11, Y14). If a Unit Member is working on an improvement plan, the unit member shall be evaluated at least on an annual basis.
- 11.2.3 Standards 1 through 6 of the California Standards for the Teaching Profession shall apply to Goals, Evaluations, and Improvement Plans. Standards 1 through 5 of the California Standards for the Teaching Profession shall apply to formal classroom observations and mandatory participation in PAR.
- 11.2.4 Throughout every school year, the supervisor will make informal walk-throughs to insure the tenured evaluation standards are being met. The information recorded during informal walk-throughs may be reflected in the final summative evaluation.

### 11.3 Evaluation Procedure

- 11.3.1 Unit members will establish Professional Performance Goals on appendix within thirty (30) working days of the beginning of the Unit Members assignment. The evaluator shall hold an initial conference with each teacher to discuss the objectives of his/her Performance Goals.
- 11.3.2 A minimum of six (6) Professional Performance Goals shall be established, one from each of the six standards of the California Standards for the Teaching Profession (see appendix F).
- 11.3.3 Either the evaluator or the Unit Member may request a Professional Performance Goal review after at least one observation for the purpose of reevaluating and, if necessary, revising the Professional Performance Goals.
- 11.4 Pre-Observation Conference, Formal Observation, and Observation Report Conference
  - 11.4.1 For probationary Unit Members, within forty-five (45) working days after the beginning of the Unit Member's assignment, the evaluator shall conduct the first of at least two (2) formal observations per year.
  - 11.4.2 For permanent Unit Members, prior to February 1 of the evaluation year, the evaluator shall conduct the first of at least one (1) formal observation.
    - 11.4.3 Each unit member shall have a pre-classroom observation conference with the evaluator at least (3) days prior to the formal observation. The unit member will complete the Pre-Observation Conference Form (see appendix B) and bring it completed to the conference.
    - 11.4.4 Each formal observation shall be followed by an observation conference, to be held within ten (10) working days of the formal observation, during which time the evaluator and the Unit Member shall review the Observation Report (also see appendix C), and discuss necessary follow-up. The Unit Member and the evaluator shall each sign and retain a copy of the Observation Report.
  - 11.5 Summative Evaluation Report, Improvement Plan and Summative Report Conference
    - 11.5.1 At least thirty (30) days before the last scheduled school day, the evaluator and the Unit Member shall hold a summative evaluation conference in order to review the Professional Performance Objectives, Observation Report(s) and the Summative Evaluation Report (see appendix D).
    - 11.5.2 The Unit Member and the evaluator shall each sign and retain a copy of the Summative Evaluation Report and Improvement Plan (appendix E) when attached.
    - 11.5.3 Within ten (10) working days following the summative evaluation

conference, the Unit Member may attach to the Summative Evaluation Report and Improvement Plan, when attached, any statement that the Unit Member wishes to become a part of the written report.

11.5.4 A copy of the Summative Evaluation Report, Improvement Plan (when applicable), and the Unit Member's Response, will be placed in the Unit Member's permanent personnel file.

### 11.6 Alternative Performance Evaluation

11.6.1 Eligibility: This option is open to a unit member with permanent status in the district with at least five years of experience, a clear credential, and with the approval of their supervisor.

### 11.6.2 Process

- a. The unit member requests the Alternative Performance Evaluation in lieu of the formal evaluation process by the second Friday of September.
- b. The unit member identifies in writing one or more goals to improve his/her expertise; these may be multi-year goal/s in dialogue with the supervisor. The goal/s must be mutually agreed upon. The unit member may work as an individual or with a partner or group.
- c. The unit member outlines in writing his/her plans to achieve the goal/s. The unit member's plan may include any of the following suggestions:
  - 1. Readings such as articles and books
  - 2. Professional coaching
  - 3. Research
  - 4. Graduate courses
  - 5. Workshops/conferences
  - 6. Interviews/surveys
  - 7. Visitations/observations
  - 8. Other activities as determined by the unit member
- d. The unit member and supervisor will meet to discuss and mutually agree to the goal/s, format and reporting procedures prior to the second Friday in October.
- e. The unit member prepares authentic evidence that documents implementation. During the formal mid-year progress conference, the unit member and supervisor will review progress to date and mutually determine whether the unit member will continue with the Alternative Performance Evaluation. If not continuing, the unit member will have a formal observation and be evaluated prior to the end of the school year.
- f. Throughout every school year, the supervisor will make informal walk-throughs to ensure the tenured evaluation standards are still being met. The information will be reflected in a final summative

evaluation.

11.6.3 Timeline: There will be two meetings each school year for updates'-year progress conference on or before the second Friday in January. End of project summary and summative evaluation will occur 30 days before the last scheduled workday.

### 11.7 Improvement Plan/PAR

- 11.7.1 An Improvement Plan must be completed when the overall rating of a Unit Member is "Needs Improvement" or "Unsatisfactory" or when the bargaining unit member receives a score of 2.5 or above in one standard on the rating system described in section 11.6.2. The Improvement Plan shall document deficiencies that have not yet shown improvement. An overall "Unsatisfactory" also requires mandatory participation in PAR.
- 11.7.2 If a bargaining unit member gets an overall "Needs Improvement" or "Unsatisfactory" in any one standard on his/her Summary Evaluation, he/she shall be issued a recommendation to participate in the PAR program. (An overall "Needs Improvement" or "Unsatisfactory" means a score of 2.5 or above on the rating system described in section 11.6.2.) If the bargaining unit member receives an overall "Needs Improvement" or "Unsatisfactory" in the same standard on his/her Summary Evaluation during the following school year, he/she shall be required to participate in the PAR program. An overall "Needs Improvement" or "Unsatisfactory" for the purposes of the previous paragraph shall be determined as follows: A numeric score shall be assigned for each check mark on the standard in question (Strong = 1, Satisfactory = 2, Needs Improvement = 3, Unsatisfactory = 4.) The total of those scores shall then be divided by the number of individual marks. An overall "Needs Improvement" is a score of 2.5 to 3.3 on the following scale – Strong = 1.0-1.2, Satisfactory = 1.3-2.4, Needs Improvement = 2.5-3.3, Unsatisfactory = 3.4-4.0. An overall "Unsatisfactory" is a score of 3.4 to 4.0.)
- 11.7.3 If a bargaining unit member receives "Needs Improvement" in two or more areas in each of three standards <u>or</u> three or more areas in each of two standards on his/her Summary Evaluation, he/she shall be issued a recommendation to participate in the PAR program. If the bargaining unit member receives a "Needs Improvement" in two or more areas in each of three standards <u>or</u> three or more areas in each of two standards on his/her Summary Evaluation during the following school year, he/she shall be required to participate in the PAR program.
- 11.7.4 If a bargaining unit member receives "Unsatisfactory" in two or more areas in each of three standards <u>or</u> three or more areas in each of two standards on his/her Summary Evaluation, he/she shall be required to participate in the PAR program.
- 11.8 District Role / Unsatisfactory Summative Evaluation Report
  - 11.8.1 The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the provisions of this Article.

Accordingly, no grievance arising under this Article can challenge the substantive objectives, standards, or criteria determined by the evaluator or the District, nor can it contest the judgment of the evaluator. Any grievance shall be limited to a claim the procedures have been violated.

11.8.2 The District PAR Program shall be conducted pursuant to the terms of the Small School District PAR Consortium document as indicated in Appendix G. In the event the Small District PAR Consortium document is amended, the parties shall reopen to consider the proposed amendments. Each bargaining unit member shall receive a new copy of the PAR document whenever it is amended and approved by the District and the Association.

### **ARTICLE 12 – TRANSFERS/VACANCIES**

12.1 The District shall email to the District email address of all certificated employees all official vacancies known to the District within three days of knowledge of the vacancy and the future need for the position. The posting shall be for a period of three days. Any subsequent vacancies caused by the initial filling of vacancies shall be posted within two days and shall remain posted for two days. Unit members may apply for a voluntary transfer/reassignment through email to the superintendent and will be given an interview prior to the District filling the position.

- 12.1.1 The District will present a Master Schedule that may be subject to change to employees by the last working day of the school year.
- 12.1.2 The District shall post any vacancy as soon as it is available. A bargaining unit member who is currently assigned to a position in the Helendale School District may apply for the position but shall not take the position until the following school year unless the superintendent or designee approves the transfer within the current school year.

### 12.2 Voluntary Transfers/Reassignment

- 12.2.1 All qualified applicants seeking a voluntary transfer/reassignment to a vacant position shall be given consideration by the District. The selection of the candidate to fill a position shall be made by the administration taking into consideration the needs of the District and the desires of the unit member.
- 12.2.2 If an applicant's request for a voluntary transfer/reassignment is denied, the applicant shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial.
- 12.2.3 The application for a voluntary transfer/reassignment shall not jeopardize the unit member's current assignment. A request for transfer may be withdrawn in writing by the unit member at any time, unless a written commitment for replacement has been made by the District.

### 12.3 Involuntary Transfers

12.3.1 The District may make involuntary transfers at any time for the following reasons:

- 1. To establish or maintain necessary capabilities at any school for bilingual instruction, or any other form of specialized program.
- 2. To accommodate a change in school enrollment necessitating either the addition or deletion of staff.
- 3. To provide an employee with an opportunity to have his/her performance appraised by a different evaluator.
- 4. To accommodate any needed curricula/instructional improvements.
- 12.3.2 Involuntary transfers shall be limited to two (2) per unit member within four (4) school years.

### 12.4 Involuntary Reassignment

- 12.4.1 Reassignment may be implemented by the site administrator, taking into consideration the needs and efficient operation of the District. Prior to making a reassignment, the administrator shall give the unit member five (5) calendar days oral and written notice.
- 12.4.2 Each unit member shall be given written notice of the next year's assignment not later than fifteen (15) calendar days before the last day of school. Such notice shall specify the site, grade level or specialist's area to which the unit member will be assigned. However, nothing precludes the District from revising the assignment if the instructional needs of students warrant the revision.
- 12.4.3 If a single subject credentialed unit member is reassigned more than one new prep then they shall be deemed as involuntarily reassigned and shall have the right of first return to prior assignment should it become available in the future.

A multiple subject unit member who is involuntarily reassigned to another grade level shall have right of first return to prior assignment should it become available in the future.

12.4.4 A member shall not be required to change classrooms involuntarily more than once in a 3-year period without compensation. If such additional involuntary classroom change is deemed necessary by the district, the member will be compensated by one release day or one day sub compensation for each additional move in a three-year period.

### 12.5 Release Time

Unit members who are transferred or reassigned during the school year shall be allowed three (3) days of release time for preparation prior to the effective date of the transfer or reassignment. The District shall provide assistance in the moving of the unit member's material whenever a unit member is transferred or reassigned.

### **ARTICLE 13 – JOB SHARING**

- 13.1 Job sharing shall refer to a District approved assignment in which two (2) unit members share one (1) full time position. Job sharing assignments shall be filled only by credentialed teachers who have jointly agreed to work together and have submitted a proposal of tandem teaching to the Superintendent or designee who shall have the right to approve or deny the job sharing request. A permanent unit member is defined as a teacher who holds tenure status in the District or has two years of teaching experience. In addition, the job sharing team must be Highly Qualified, under No Child Left Behind, and hold the appropriate credentials for the assignment.
  - 13.1.1 A new employee of the district assigned to a job share shall be hired initially on a temporary contract.
- 13.2 The District will have no more than two job share positions in one academic year.
- 13.3 Unit members shall submit a written proposal to the Superintendent or designee for approval to participate in job sharing. This proposal must be received on or before March 15<sup>th</sup> prior to the year in which the job sharing will occur. Unit members shall be informed of the status of their proposal by April 15<sup>th</sup>.
- 13.4 Participants shall be placed appropriately on the unit member's salary schedule, receive a prorated portion of the individual's yearly salary and paid leaves, and be given appropriate added increments for advanced certificates.
- 13.5 During the term of job sharing, neither of the job-sharing permanent unit members shall receive credit for a full year of service for the purpose of advancement on the salary schedule (a half year of service equals a half year of credit toward a step).
- 13.6 Both job share participants shall be formally evaluated once during the year.
- 13.7 Both job share participants are mutually responsible to disseminate information communicated to one participant from faculty or team meetings.
- 13.8 When one member of the job share team is absent for any reason, the remaining team member will take over full-time unless a suitable replacement is found. When one member substitutes for the other member, he/she will be paid at the current substitute rate.
- 13.9 The job-sharing program does not preclude any employees from receiving a layoff notice under California Education Code.
- 13.10 If either member of the job share team voluntarily leaves the job share assignment, the other member must assume the full assignment until a suitable replacement has been selected.
- 13.11 Site Administrator shall approve the calendar and duty assignments of job share participants including non-teaching duties.
- 13.12 The Superintendent has the sole discretion to grant or deny a job share team continuing services the following year. If the Superintendent decides to not renew a job sharing team, the Superintendent shall notify the team, in writing, by April 15<sup>th</sup>.

### **ARTICLE 14 – LEADERSHIP TEAMS**

14.1 Each site may establish Leadership Team. The Leadership Team is an advisory board,

offering suggestions and ideas of how to improve the site and student learning. The team shall be comprised of at least two teachers and the site Principal. The group will meet at least once per year.

14.1.1 Any teacher serving on the Leadership Team will be volunteering his/her time.

### **ARTICLE 15 – RETIREMENT**

15.1 A certificated Bargaining Unit Member who has served for 20 or more consecutive years of service in the Helendale School District; is age 55 or greater and files a notification of intent to retire in writing by January 31<sup>st</sup> of the year of retirement shall receive a one-time payout of \$1,000 per full year of service in the district. The payment shall be paid on July 1<sup>st</sup> one year after retirement.

### **ARTICLE 16 – SAFETY**

- 16.1 The District shall make a reasonable effort to provide a place of employment which is as safe as the nature of employment and assigned duties reasonably permit.
- 16.2 Bargaining Unit Members shall abide by the Comprehensive Safe School Plan in the event of an emergency.
- 16.3 Any employee shall report in writing to his/her immediate supervisor any unsafe, hazardous, or potentially dangerous working conditions. Such report signed and dated shall release the unit member from responsibility for an unsafe condition.
- 16.4 The District shall investigate all unsafe conditions reported and shall take necessary steps to correct the condition.
- 16.5 Bargaining Unit Members have the right to file a report with CAL-OSHA regarding alleged violations of CAL-OSHA rules and regulations and shall also file that report with the District.
- 16.6 Bargaining Unit Members shall immediately report any assaults in connection with his/her employment to the immediate supervisor.
- 16.7 Bargaining Unit Members may use reasonable lawful force under the circumstances in order to defend themselves against an assault or battery which occurs within the scope of employment. The unit member shall report the incident in writing to the immediate supervisor within 24 hours of the incident. The immediate supervisor shall provide the unit member periodic reports of any corrective action taken to remedy the circumstances surrounding the incident.
- 16.8 The District shall not require bargaining unit members to perform medical procedures, toileting and/or pushing of wheelchairs, unless services are covered in an IEP or 504 plan. Bargaining Unit Members may choose to volunteer to be trained to performed medical procedures on students, toileting, and/or pushing wheelchairs. The unit member who performs such tasks does so without setting precedent or causing prejudice

to future negotiations.

16.9 The Bargaining Unit reserves the right to bargain any changes to the IIPP.

Appendix A

### HELENDALE SCHOOL DISTRICT PROFESSIONAL PERFORMANCE GOALS EMPLOYEE

SCHOOL\_\_\_\_\_\_DATE\_\_\_\_\_

Six (6) Professional Performance Goals shall be established within thirty (30) days after the beginning of the employee's assignment. (E.C. 44660)

OBJECTIVES AND CRITERIA	REVISON (PRIOR TO FEB.1)
Engaging and Supporting All Students in Learning	Evaluator Employee  Date
Creating & Maintaining Effective Environments for Student Learning	Evaluator Employee Date
Understanding & Organizing Subject Matter for Student Learning	Evaluator Employee Date
Planning Instruction & Designing Learning Experiences for All Students	Evaluator Employee Date
Assessing Student Learning	Evaluator Employee Date

Developing as a Professional	Educator		Evaluator	
			Employee	
			_ Date	
			_	
In your performance appraisa achieving these written object		ation, special emphasis s	shall be placed on progr	ess toward
Professional Performance Goals	Established (Date): _			-
Evaluator:	E	mployee:		
				Appendix B
	PRE-OBSER	SCHOOL DISTRICT RVATION FORM		
Teacher	Date Time		School Grade Assigned	
Please answer these questions ar PRE-CONFERENCE QUESTIC What will you be teaching in thi What do you expect your studen What activities will you and you How will you know if your lesso Is there a specific Standard/Area Comments:	ONS: s lesson?  tts to learn by the end our students be doing?  on is successful?  on which you would	of the lesson?	vation conference.	
Evaluator	Teacher		Date	
NDARD I Engaging and Supporting All Students in Learnin necting students' prior knowledge, life experience, and inte "Using a variety of instructional strategies and resources to "Facilitating learning experiences that promote autonomy es. "Engaging students in problem solving, critical thinking nake subject matter meaningful. moting self-directed, reflective learning for all students. lard II — Creating & Managing Effective Environments for ating a physical environment that engages all students biblishing a climate that promotes fairness and respect. moting social development and group responsibility, undinatinating standards for student behavior, ming and implementing classroom procedures and routines upport student learning.	ng rests with learning students' diverse y, interaction, and t, and other activities  All s t development *Organizing	Standard IV - Planning Inst *Drawing on a valuing stude *Establishing and articulati *Developing and sequencing learning "Designing short-th *Modifying instructional pla  Standard V - Assessing Stude *Establishing and communi *Collecting and using multiplearning. *Involving and gui *Using results of assessment *Communicating with stude	appropriate to the subject matter,  giges to make subject matter accessible to struction & Developing Learning  ent's backgrounds, interests, and developing goals for student learning,  instructional activities and materials for  erm and long-term plans to foster student lans to adjust for student needs.  dent Learning  cating learning goals for all students,  ple sources of information to assess studen  ding students in assessing their own learni  s to guide instruction.  ents/families/others about student progress	nental learning needs. student earning. t ing.
culum to support student understanding of subject matter> mation within and across subject matter areas *Developing	*Interrelating ideas and	Standard VI – Developing a *Reflecting on teaching practice	s a Professional Educator ctice and planning professional developme	nt

Standards 1-6 apply to Goals, Evaluation and Improvement Plan, Standards 1-5 apply to Formal Observations and mandatory participation in PAR.

Appendix C

### HELENDALE SCHOOL DISTRICT FORMAL CLASSROOM OBSERVATION FORM

\_\_\_\_\_ Date \_\_\_\_\_ School

Time	Grade Assigned
EVIDENCE OF STANDARDS (During Obs	ervation)
Please check one:	
	All other evaluator notes are attached. Number of pages attached: No additional evaluator notes have been taken.

### CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

Evaluator \_\_\_\_\_ Teacher \_\_\_\_ Date \_\_\_\_

STANDARD I Engaging and Supporting All Students in Learning
\*Connecting students' prior knowledge, life experience, and interests with learning
goal. \*Using a variety of instructional strategies and resources to students' diverse
needs. \*Facilitating learning experiences that promote autonomy, interaction, and
choices. \*Engaging students in problem solving, critical thinking, and other activities
that make subject matter meaningful.
\*Promoting self-directed, reflective learning for all students.

Teacher \_\_\_\_\_

 $Standard\ II-Creating\ \&\ Managing\ Effective\ Environments\ for\ All\ *Creating\ a\ physical\ environment\ that\ engages\ all\ students$ 

\*Establishing a climate that promotes fairness and respect.
\*Promoting social development and group responsibility.
\*Establishing and maintaining standards for student behavior.
\*Planning and implementing classroom procedures and routines that support student learning.

Standard III – Understanding & Organizing Subject Matter for \*Demonstrates knowledge of subject matter content and student development \*Organizing curriculum to support student understanding of subject matters\*Interrelating ideas and information within and across subject matter areas

\*Developing student understanding through instructional strategies that are appropriate to the

subject matter.
\*Using materials, resources, and technologies to make subject matter accessible to students.

Standards 1 – 6 apply to Goals, Evaluation and Improvement Plan, Standards 1-5 apply to Formal Observations and mandatory participation in PAR.

SETVALIOHS AIRLI HIATHALOLY PARTICLE PARTICLE STANDARD IN THE PROPERTY OF THE

Standard V – Assessing Student Learning

Standard V – Assessing Student Learning
\*Establishing and communicating learning goals for all students.
\*Collecting and using multiple sources of information to assess student
learning. \*Involving and guilding students in assessing their own learning.
\*Using results of assessments to guide instruction.
\*Communicating with students/families/others about student progress

Standard VI – Developing as a Professional Educator
\*Reflecting on teaching practice and planning professional development
\*Establishing professional goals and pursuing opportunities to grow professionally.
\*Working with communities to improve professional practice.
\*Working with families to improve professional practice.
\*Working with colleagues to improve professional practice.
\*Balancing professional responsibilities/maintaining 24otivation

Ap	pendix	D

### HELENDALE SCHOOL DISTRICT SUMMARY EVALUATION OF TEACHING PERFORMANCE HELENDALE SCHOOL DISTRICT

Teacher		Date		
School				
Grade/School				
Period Covered by thi	is Evaluation			
Dates of Conference		Dates of	Observation(s) _	
Status of Teacher	Probationary 1	Probationary 2	Permanent	Years in District

- 1 STRONG Exceeds Standards =1.0-1.2
- 2 SATISFACTORY Meets Standards =1.3-2.4
- 3 NEEDS IMPROVEMENT Below standards =2.5-3.3
- 4 UNSATISFACTORY Does Not Meet Standards =3.4-4.0

Numerical value is derived by adding total score in domain and dividing sum by number of criteria

STANDARD I Engaging and Supporting All Students in Learning	1	2	3	4
*Connecting student's prior knowledge, life experience, and interests with learning goals				
*Using a variety of instructional strategies and resources to students' diverse needs				
*Facilitating learning experiences that promote autonomy, interaction, and choice				
*Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.				
* Promoting self-directed, reflective learning for all students.				
STANDARD II – Creating & Managing Effective Environments for Student Learning	1	2	3	4

*Planning and implementing classroom procedures and routines that support student learning  *Using instructional time effectively.  STANDARD III – Understanding and Organizing Student Matter for Student Learning  *Demonstrates knowledge of subject matter content and student development.  *Organizing curriculum to support student understanding of subject matter.  *Interrelating ideas and information within and across subject matter areas.  *Developing student understanding through instructional strategies that are appropriate to the subject matter  *Using materials, resources and technologies to make subject matter accessible to students  STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students  *Torswing on a valuing students' backgrounds, interests, and developmental learning needs.  *Establishing and articulating goals for student learning.  *Developing and sequencing instructional activities and materials for student learning.  *Developing and sequencing instructional activities and materials for student learning.  *Modifying instructional plans to adjust for student needs.  STANDARD V – Assessing Student Learning  *Collecting and using multiple sources of information to assess student learning.  *Collecting and using multiple sources of information to assess student learning.  *Using results of assessments to guide instruction.  *Communicating with students families/others about student progress.					
**Promoting social development and group responsibility.  Establishing and maintaining standards for student behavior.  **Planning and implementing classroom procedures and routines that support student learning.  **Using instructional time effectively.  **STANDARD III – Understanding and Organizing Student Matter for Student Learning  **Demonstrates knowledge of subject matter content and student development.  **Organizing curriculum to support student understanding of subject matter.  **Interrelating ideas and information within and across subject matter areas.  **Developing student understanding through instructional strategies that are appropriate to the subject matter.  **Using materials, resources and technologies to make subject matter accessible to students  **STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students  **Prawing on a valuing students' backgrounds, interests, and developmental learning.  **Pestablishing and articulating goals for student learning.  **Pestablishing and articulating goals for student learning.  **Developing and sequencing instructional activities and materials for student learning.  **Pestablishing and communicating learning soals for all students.  **STANDARD V – Assessing Student Learning  **Establishing and communicating learning goals for all students.  **Collecting and using multiple sources of information to assess student learning.  **Collecting and using multiple sources of information to assess student learning.  **Tandard V – Assessing Student Learning with students/families/others about student progress.  **STANDARD V – Developing as a Professional Educator  **Tandard V – Developing as a Professional Educator  **Reflecting on teaching practice and planning professional development.	*Creating a physical environment that engages all students.				
Establishing and maintaining standards for student behavior.  "Planning and implementing classroom procedures and routines that support student learning "Using instructional time effectively.  STANDARD III – Understanding and Organizing Student Matter for Student 1 2 3 4 4 Learning "Demonstrates knowledge of subject matter content and student development.  "Organizing curriculum to support student understanding of subject matter.  "Interrelating ideas and information within and across subject matter areas.  "Developing student understanding through instructional strategies that are appropriate to the subject matter  "Using materials, resources and technologies to make subject matter accessible to students  STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students  "Drawing on a valuing students' backgrounds, interests, and developmental learning needs.  "Establishing and articulating goals for student learning.  "Developing and sequencing instructional activities and materials for student learning.  "Developing and sequencing instructional activities and materials for student learning.  "Designing short-term and long-term plans to foster student learning.  "Modifying instructional plans to adjust for student needs.  STANDARD V – Assessing Student Learning  1 2 3 4  "Establishing and communicating learning goals for all students.  "Collecting and using multiple sources of information to assess student learning.  "Involving and guiding students in assessing their own learning.  "Using results of assessments to guide instruction.  "Communicating with students/families/others about student progress.  STANDARD VI – Developing as a Professional Educator  1 2 3 4  "Reflecting on teaching practice and planning professional development.	*Establishing a climate that promotes fairness and respect.				
*Planning and implementing classroom procedures and routines that support student learning  *Using instructional time effectively.  **STANDARD III – Understanding and Organizing Student Matter for Student Learning  *Demonstrates knowledge of subject matter content and student development.  *Organizing curriculum to support student understanding of subject matter.  *Interrelating ideas and information within and across subject matter areas.  *Developing student understanding through instructional strategies that are appropriate to the subject matter  *Using materials, resources and technologies to make subject matter accessible to students  *STANDARD IV – Planning Instruction & Designing Learning Experiences for All 1 2 3 4 4   *Drawing on a valuing students' backgrounds, interests, and developmental learning needs.  *Establishing and articulating goals for student learning.  *Developing and sequencing instructional activities and materials for student learning.  *Developing and sequencing instructional activities and materials for student learning.  *Developing instructional plans to adjust for student needs.  *STANDARD V – Assessing Student Learning  *Modifying instructional plans to adjust for student needs.  *STANDARD v – Assessing Student Learning  *Collecting and using multiple sources of information to assess student learning.  *Collecting and using multiple sources of information to assess student learning.  *Involving and guiding students in assessing their own learning.  *Using results of assessments to guide instruction.  *Communicating with students/families/others about student progress.  *STANDARD VI – Developing as a Professional Educator  *Reflecting on teaching practice and planning professional development.	*Promoting social development and group responsibility.				
*Using instructional time effectively.  *STANDARD III – Understanding and Organizing Student Matter for Student Learning  *Demonstrates knowledge of subject matter content and student development.  *Organizing curriculum to support student understanding of subject matter.  *Interrelating ideas and information within and across subject matter areas.  *Developing student understanding through instructional strategies that are appropriate to the subject matter  *Using materials, resources and technologies to make subject matter accessible to students  *STANDARD IV – Planning Instruction & Designing Learning Experiences for All 1 2 3 4 4  *Brawing on a valuing students' backgrounds, interests, and developmental learning needs.  *Establishing and articulating goals for student learning.  *Developing and sequencing instructional activities and materials for student learning.  *Developing and sequencing instructional activities and materials for student learning.  *Developing instructional plans to adjust for student needs.  *STANDARD V – Assessing Student Learning  *Collecting and using multiple sources of information to assess student learning.  *Collecting and using multiple sources of information to assess student learning.  *Collecting and using multiple sources of information to assess student learning.  *Involving and guiding students in assessing their own learning.  *Using results of assessments to guide instruction.  *Communicating with students/families/others about student progress.  *STANDARD VI – Developing as a Professional Educator  *Reflecting on teaching practice and planning professional development.	Establishing and maintaining standards for student behavior.				
STANDARD III – Understanding and Organizing Student Matter for Student  *Pomonstrates knowledge of subject matter content and student development.  *Organizing curriculum to support student understanding of subject matter.  *Organizing ideas and information within and across subject matter.  *Poeveloping student understanding through instructional strategies that are appropriate to the subject matter  *Using materials, resources and technologies to make subject matter accessible to students  STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students  *Drawing on a valuing students' backgrounds, interests, and developmental learning needs.  *Establishing and articulating goals for student learning.  *Developing and sequencing instructional activities and materials for student learning.  *Developing short-term and long-term plans to foster student learning.  *Modifying instructional plans to adjust for student needs.  STANDARD V – Assessing Student Learning  *Collecting and using multiple sources of information to assess student learning.  *Collecting and using multiple sources of information to assess student learning.  *Using results of assessments to guide instruction.  *Communicating with students/families/others about student progress.  STANDARD VI – Developing as a Professional Educator  *Reflecting on teaching practice and planning professional development.	*Planning and implementing classroom procedures and routines that support student learning				
**Poeveloping and sequencing instructional activities and materials for student learning.**  **Poeveloping and sequencing instructional development.**  **Poeveloping student understanding through instructional strategies that are appropriate to the subject matter accessible to students.**  **Interrelating ideas and information within and across subject matter areas.**  **Poeveloping student understanding through instructional strategies that are appropriate to the subject matter.**  **Using materials, resources and technologies to make subject matter accessible to students.**  **STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students.**  **Drawing on a valuing students' backgrounds, interests, and developmental learning needs.**  **Establishing and articulating goals for student learning.**  **Developing and sequencing instructional activities and materials for student learning.**  **Designing short-term and long-term plans to foster student learning.**  **Modifying instructional plans to adjust for student needs.**  **STANDARD V – Assessing Student Learning**  **Establishing and communicating learning goals for all students.**  **Collecting and using multiple sources of information to assess student learning.**  **Involving and guiding students in assessing their own learning.**  **Involving and guiding students in assessing their own learning.**  **Using results of assessments to guide instruction.**  **Collecting and using multiple sources of information to assess student progress.**  **STANDARD VI – Developing as a Professional Educator*  **Communicating with students/families/others about student progress.**  **STANDARD VI – Developing as a Professional development.**  **Reflecting on teaching practice and planning professional development.**	*Using instructional time effectively.				
*Organizing curriculum to support student understanding of subject matter.  *Interrelating ideas and information within and across subject matter areas.  *Developing student understanding through instructional strategies that are appropriate to the subject matter  *Using materials, resources and technologies to make subject matter accessible to students  *STANDARD IV – Planning Instruction & Designing Learning Experiences for All students in a valuing students' backgrounds, interests, and developmental learning exceds.  *Drawing on a valuing students' backgrounds, interests, and developmental learning exceds.  *Establishing and articulating goals for student learning.  *Developing and sequencing instructional activities and materials for student learning.  *Designing short-term and long-term plans to foster student learning.  *Modifying instructional plans to adjust for student needs.  *STANDARD V – Assessing Student Learning  1 2 3 4  *Establishing and communicating learning goals for all students.  *Collecting and using multiple sources of information to assess student learning.  *Using results of assessments to guide instruction.  *Communicating with students/families/others about student progress.  STANDARD VI – Developing as a Professional Educator  1 2 3 4  *Reflecting on teaching practice and planning professional development.	STANDARD III – Understanding and Organizing Student Matter for Student Learning	1	2	3	4
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	STANDARD VI – Developing as a Professional Educator	1	2	3	4
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	*Establishing professional goals and pursuing opportunities to grow professionally.				

*Working with fa	amilies to improve pro	fessional practice.				
*Working with c	olleagues to improve p	rofessional practice.				
*Balancing profe	essional responsibilities	/maintaining motivation.				
		mendations must include those relative to the Staccompanied by a District Improvement Plan.	andard. An ov	erall evalu	ation that	denotes "Needs
□ Satisfac	UATION □ Refer to F tory – Meets Standards mprovement – Some S					
	Cactory – Does not Mee					
RE-EMPLOYMEN  □ Do not Retain	NT RECOMMENDA	Standards 1 -6 apply to Goals, Evaluat Standards 1 - 5 apply to Formal Obserparticipation in PAR				
SIGNATURES Eva	aluatorevaluator. An opportu	Date nity has been extended to me to attach comment.	This r s regarding thi	eport has l	been discu on.	ussed with me in
A SIGNATURE ON	THIS EVALUATION	DOES NOT NECESSARILY SIGNIFY AGRE	EMENT WIT	н тне еу	VALUAT	ION.
Т	Ceacher	Date		_		
						Appendix I
Б. 1		Alternative Performance Evaluation Goal S		1 1		
		Date				
Position		Title of Project				
Goal(s):						
Dlon to Achieve Co.	al(a).					
Plan to Achieve Goo Goal(s)/Plan	al(s):  Teacher Signature	Evaluator S	ignature			Date
		Evaluator S Evaluator S				Date Date

Evaluator Signature

Employee signature signifies employee has received a copy of this report.

Teacher Signature

Final Evaluation

\*Working with communities to improve professional practice.

Date

### HELENDALE SCHOOL DISTRICT

### SUMMARY EVALUATION OF ALTERNATIVE TEACHING PERFORMANCE

HELENDALE SCHOOL DISTRICT						
Teacher	Date					
School						
Grade/School						
Period Covered by this Evaluation						
Dates of Conference	Dates of Observation(s)	Status of	Teacher			
Years in District						
1 STRONG – Exceeds Standards 2 SATISFACTORY – Meets Standa 3 NEEDS IMPROVEMENT – Belo	w standards					
4 UNSATISFACTORY – Does Not	Meet Standards					
			1	2	3	4
STANDARD I Engaging and Supp	oorting All Students in Learning					
STANDARD II – Creating & Mar	aging Effective Environments for Student Lea	rning				
STANDARD III – Understanding	and Organizing Student Matter for Student L	earning				
STANDARD IV – Planning Instru All Students	action & Designing Learning Experiences for					
STANDARD V – Assessing Studen	nt Learning					
STANDARD VI – Developing as a	Professional Educator					
	commendations must include those relative to the	e Project. An overall eva	aluation that	denotes "N	eeds Improv	vement" or
"Unsatisfactory" must be accompanied	by a District improvement Plan.					
OVERALL EVALUATION						
☐ Strong Exceeds Standards☐ Satisfactory — Meets Stan☐ Needs Improvement — So	dards					
☐ Unsatisfactory – Does not						
SIGNATURES Evaluator	Date					
This report has been discussed with me A SIGNATURE ON THIS EVALUAT	in conference with the evaluator. An opportunity ION DOES NOT NECESSARILY SIGNIFY AG	has been extended to m REEMENT WITH TH	e to attach co E EVALUA	omments re ΓΙΟΝ.	egarding this	s evaluation.
Teacher	Date					

### HELENDALE SCHOOL DISTRICT

# IMPROVEMENT PLAN GRADE/SUBJECT DATE IMPROVEMENT PLAN SCHOOL DATE IMPROVEMENT PLAN TIME PERIOD FOR IMPROVEMENT PLAN DATE FOR EVALUATION OF PROGRESS ON IMPROVEMENT Instructions: When the evaluation identifies standards needing improvement, an improvement plan shall be developed by the evaluator and the employee to improve specific suggestions for improvement. The evaluator retains the right to approval of the plan. The employee has the right to attach comments. STANDARDS NEEDING IMPROVEMENT: ACTIVITIES TO BE IMPLEMENTED TO IMPROVE IDENTIFIED TEACHING STANDARDS: IMPROVEMENT PLAN ESTABLISHED: EVALUATOR DATE EVALUATOR DATE EVALUATION OF PROGRESS ON IMPROVEMENT PLAN: IMPROVEMENT COMPLETED IMPROVEMENT CONTINUING NO IMPROVEMENT DEPROGRESS SATISFACTORY DEPROGRESS UNSATISFACTORY COMMENTS

The employee's signature indicates that the employee has seen and discussed this report, however, it does not necessarily indicate complete agreement with all portions of the evaluation.

EVALUTOR _	DATE	
<b>EMPLOYEE</b>	DATE	

**NOTE:** Attach to Summative Evaluation Report

### CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD I Engaging and Supporting All Students in Learning \*Connecting students' prior knowledge, life experience, and interests with learning goal.

- \*Úsing a variety of instructional strategies and resources to students' diverse needs.
- \*Facilitating learning experiences that promote autonomy, interaction, and choices.
- \*Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.
- \*Promoting self-directed, reflective learning for all students.

**Standard II – Creating & Managing Effective Environments for All** \*Creating a physical environment that engages all students \*Establishing a climate that promotes fairness and respect. \*Promoting social development and group responsibility.

\*Establishing and maintaining standards for student behavior. \*Planning and implementing classroom procedures and routines that support student learning.

\*Using instructional time effectively.

**Standard III – Understanding & Organizing Subject Matter for** \*Demonstrate knowledge of subject matter content and student development.

\*Organizing curriculum to support student understanding of subject matter. \*Interrelating ideas and information within and across subject matter areas. \*Developing student understanding through instructional strategies that are appropriate to the subject matter.

\*Using materials, resources, and technologies to make subject matter accessible to students.

**Standard IV – Planning Instruction & Developing Learning** \*Drawing on a valuing student's backgrounds, interests, and developmental learning needs.

- \*Establishing and articulating goals for student learning.
- \*Developing and sequencing instructional activities and materials for student learning
- \*Designing short-term and long-term plans to foster student learning. \*Modifying instructional plans to adjust for student needs.

### Standard V – Assessing Student Learning

- \*Establishing and communicating learning goals for all students. \*Collecting and using multiple sources of information to assess student learning.
- \*Involving and guiding students in assessing their own learning. \*Using results of assessments to guide instruction.
- \*Communicating with students/families/others about student progress

### Standard VI – Developing as a Professional Educator

- \*Reflecting on teaching practice and planning professional development \*Establishing professional goals and pursuing opportunities to grow professionally.
- \*Working with communities to improve professional practice. \*Working with families to improve professional practice.
- \*Working with colleagues to improve professional practice. \*Balancing professional responsibilities/maintaining motivation.

### San Bernardino County Small School Districts Consortium Peer Assistance and Review Program



A partnership between
San Bernardino County California Teachers Associations,
Small School Districts in San Bernardino County
and the San Bernardino County Superintendent of Schools
May 4, 2000

### INTRODUCTION

In the fall of 1999, the San Bernardino County School District Peer Assistance and Review Task Force, comprised of district and teacher association members, and staffed by county office personnel, developed PAR model contract language to support districts as they developed their PAR programs. Upon examining the completed document, small district superintendents in San Bernardino County, indicated that they would like to have a document that would play a similar role in supporting the development of a regional small school district PAR consortium. A subcommittee from the original task force comprised of county office and CAT staff was formed at the request of the small district superintendents.

The document is the result of the work of that task force and is presented as the PAR program for the small school district consortium. The following are key components of the consortium:

- 1. Joint Panel will consist of seven members as specified in the consortium document. 2. For the first year, Districts will be designated, by lottery, to appoint a teacher or an administrator representative to the Joint Panel. By lot, one of the districts will select both a teacher and an administrator. For subsequent years, a rotation system will be established.
- 3. All participating districts will keep their PAR and mentor funds and maintain their own budgets. 4. Districts will select their own providers and other eligible support provider candidates and will submit names, applications, and interview and observation information to the Joint Panel for selection as Consulting Teachers.
- 5. Participating districts needing consulting teacher services will contract directly with support providing districts.
- Participating districts receiving consulting teacher services from another district will pay the service providing district \$1,500 per participating teacher. This amount shall be considered full payment for services rendered.
- 7. The home district of the Joint Panel Chairperson will provide administrative support for Joint Panel activities. Individual district/association MOUs (page 11) will need to be signed by parties in participating districts establishing this consortium as the district's negotiated PAR agreement.

San Bernardino County Small School Districts PAR Consortium Task Force

PAR Task Force Members: Tony Leon, CTA Staff Consultant San Bernardino Regional Resource Center

### Bill Ribblett, CTA Staff Consultant Victorville Regional Resource Center

Beth Higbee, Director Standards, Assessment, and Accountability San Bernardino County Superintendent of Schools

Dr. Kegham Tashjian, Assistant Superintendent Administrative Services San Bernardino County Superintendent of Schools

Small District Superintendent Planning Team:

Dr. Thomas Novak, Superintendent Baker Valley Unified School District

Mark A. Sumpter, Superintendent Helendale School District

Gary Thomas, Superintendent Lucerne Valley Unified School District

Clifford Turk, Superintendent Needles Unified School District

Kenneth Larson, Superintendent Oro Grande School District

Richard Fragale, Superintendent Trona Joint Unified School District

### PROGRAM ELIGIBILITY

### XIV. Mandatory Participation

Through peer Consulting Teachers, this component of the Program shall provide intervention to permanent teachers who receive an "unsatisfactory" final evaluation in any domain of the California Standards for the Teaching Profession as provided in the evaluation article of the district Agreement.

II. Other Participation

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

The Joint Panel shall have the authority to accept or reject self-referrals from volunteers. III.

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

### PARTICIPATING TEACHERS

### IV. Participating Teachers

The Participating Teacher is a unit member teacher 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 Participating Teachers. The evaluation process for any participating teacher shall not be altered as a result of participating in the PAR Program except as negotiated by the parties.

### A. Referred Teacher Participants

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 unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation in any domain of the California Standards for the Teaching Profession as provided in the evaluation article of the district Agreement.

The Consulting Teacher shall provide assistance to the Referred Teacher until the Consulting Teacher concludes that the Referred Teacher has demonstrated satisfactory improvement, or that the further assistance will not be productive, at which time the Consulting Teacher will submit a recommendation to the Joint Panel. Recommendations will be made at least annually. The Consulting Teacher shall continue to provide assistance until the Joint Panel acts on the recommendation. The Referred Teacher shall have the right to submit a written response to the final report.

The Referred Participating Teacher shall have the right to present reasons in writing why their specific Consulting Teacher should be replaced, and another Consulting Teacher substituted and to have those reasons considered. The article does not expand nor diminish the unit member's ability to grieve an evaluation pursuant to the negotiated contract between the parties.

### B. Volunteer Teacher Participants

The purpose of voluntary participation in the PAR program is to assist permanent unit member teachers who seek to improve their teaching performance. Volunteers may request the Joint Panel to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The Volunteer Teacher shall 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.

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

The purpose of participation in the assistance component of the PAR 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 unit members this may be the Beginning Teacher Support and Assessment (BTSA) Program. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher/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.

The Beginning Teacher shall be defined as:

- a. Full credentialed 1st or 2nd year teachers
- b. Intern teachers
- c. Teachers with Pre-Interns/Teachers with emergency permits
- d. Experienced teachers who are new to the District

Beginning Teachers hall be served on a priority basis determined by district needs. Funds received through the BTSA program must be used to support full credentialed first and second year teachers only, however funds received through the PAR Program may be used to support all beginning teachers as listed in "a" through "d" above. Services to beginning teacher participants will be coordinated and administered by the local school district.

### JOINT PANEL

### V. Joint Panel Composition and Selection

The PAR program is supervised and evaluated by a Joint Panel composed of a majority of certificated classroom teachers chosen to serve by other certificated classroom teachers and administrators chosen to serve by the district, as follows: three administrators selected by the superintendents and four teachers by the associations, representing six small districts. Districts shall draw lots for representation by their association or their administration. By Lot, one of the six districts will select both a teacher and an administrator. The chair alternates annually between a teacher an administrator. A Panel is defined as July 1 – June 30. A Panels Member's shall be no more than three years. Panel Members must be off the panel at least one year before being reselected. For the first year, those selected shall be randomly appointed for two- or three-year terms.

VI. Joint Panel Duties and Responsibilities

The Joint Panel shall:

- -Administer the PAR Program.
- -Determine its own meeting schedule.
- -Establish operating rules and procedures.
- -Participate in any training required to implement the program.
- -Ratify the list of Consulting Teachers presented by each supporting district.
- -Select Consulting Teachers from Consortium Districts.
- -Assign a Consulting Teacher to each Participating Teacher.
- -Use a consensus model for decision making.
- -Accept or reject self-referrals for intervention.
- -Meet with Consulting Teachers periodically to approve staff development plans for participating teachers and receive reports.
- -Oversee training of Consulting Teachers from within the small district consortium.
- -Review the training received by Consulting Teachers of supporting districts and determine the adequacy of the training for the needs of the Participating Teacher.
- -Meet within the panel's workday.
- -Evaluate Consulting Teachers and their documentation of Participating Teachers.

- -Monitor the progress of Referred Teacher intervention including making the decision regarding the success of such intervention and so advising the board of education of the participating district.
- -Evaluate annually the impact of the Consortium's Peer Assistance and Review program in order to improve the program including:
  - -Number of unsatisfactory evaluation referrals
  - -Number of beginning teachers to receive assistance
  - -Number of permanent volunteer participations
  - -Training needs of Consulting Teachers
  - -Training needs of the Joint Panel
  - -Release time needed by Consulting Teachers, Joint Committee, and Participating Teacher(s) Administrative costs

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

All rules and procedures established by the Joint Panel shall be distributed to the Consortium's District Administration and Employee Associations.

### VII. Panel Recommendations and Decision Making

The Joint Panel uses a consensus model for decision making. Consensus is defined as 5 more affirmative votes. A majority vote is defined as a majority of the members present and voting at the meeting.

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

The Joint Panel shall act on the Consulting Teachers reports before 10 working days following receipt of the report to allow a Participating Teacher sufficient time to submit a written response. By written agreement of the Joint Panel and the Participating Teacher, timelines can be extended.

The Joint Panel shall make recommendations to the Governing Board of the Participating District through its Superintendent concerning Referred Teachers, including forwarding the names of the Referred Teachers to the Governing Board who after sustained assistance are not able to demonstrate satisfactory improvement. Prior to forwarding a Referred Teacher's name to the Governing Board, the Joint Panel shall review the assistance provided to the Referred Teacher and shall determine whether or not the Referred Teacher has been afforded "sustained" assistance.

### PROGRAM OPERATIONS

### VII. Confidentiality

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

- a) In response to subpoena or order of the court
- b) The final report may be used by the district in any employment action based upon instructional performance. IX. Duty of Indemnify

The Participating Districts shall hold harmless the members of the PAR panel and the consulting teacher for any liability arising out of their participation in this Program.

### X. Funding

A. Not more than 5% of the funds received by the participating school districts 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 ABIX (1999, Villariagosa), BTSA or successor legislation. B. The Joint Panel shall not have a budget. Participating Districts shall, with prior approval, pay for expenses relative to:

- 1. Participating Teachers
- 2. Support provided by other districts and agencies
- 3. Joint Panel participation
- 4. Other expenses with program implantation

### CONSULTING TEACHERS

A Consulting Teacher shall be permanent certificated unit member from within the consortium of participating districts, or from support providing districts. They will provide assistance to Participating Teachers enrolled in the PAR program. In Districts with less than 250 ADA, a consulting teacher should have at least three consecutive years' experience in that district and shall not be required to have permanent status.

### XI. Consulting teacher Selection

Consulting Teachers shall:

- -Possess a clear California teaching credential
- -Have successfully taught in the school district for three of the last five years at least 60% of a full-time position

providing classroom instruction to students

- -Demonstrate exemplary teaching ability
- -Demonstrate talent in written and oral communications
- -Demonstrate leadership ability or potential within her/his profession
- -Demonstrate ability to work cooperatively and effectively with other professional staff members. -Have extensive knowledge of student matter and mastery of a range of teaching strategies including classroom management and instructional techniques.

### Consulting Teachers Selection

A. From Participating Consortium Districts, Consulting Teachers shall be selected as follows: -Utilizing current district negotiated process for support provider (formerly mentor teacher) selection, participating district shall select their BTSA support providers.

-Participating districts shall submit to the Consortium Joint Panel their list of selected BTSA support providers and other eligible support provider candidates with their respective application packets and district interview and classroom observation reports.

The Consortium Joint Panel shall select consulting teachers from the list of BTSA support providers based on their review of the application, district interview and district classroom observation packets.

-Consulting Teachers shall be selected by a *consensus* vote of the Joint Panel after determining that the interview and observations criteria have been met by the district. The Panel shall reserve the right to conduct further interviews and classroom observations prior to final selection. At least one teacher and one administrator shall participate in a classroom observation.

B. From Support Proving Districts, Consulting Teachers will be selected as follows:

-Shall be selected by support providing district, as provided by its PAR agreement and shall be ratified by the Consortium Joint Panel

- Shall be under the direction of the support providing district

XII. Duties and Responsibilities

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

Consulting Teacher shall:

- -Meet with the Participating Teacher and site administrator/evaluator to discuss the PAR program, establish mutually agreed upon performance goals aligned with pupil learning, and develop the written assistance plan and a process for determining successful completion of the PAR program.
- -Conduct multiple observations of the Participating Teacher during classroom instruction and provide specific immediate feedback.
- -Meet regularly for observations/discussions with each participating teacher.
- -Conduct model lessons, staff development, and seek appropriate resources as needed, including the use of academic experts.
- -Participate in meetings with other Consortium Consulting Teachers.
- -Maintain a written log of contacts and specific support given to each participating teacher. -

Document all observations, visitations and meetings.

- -Submit periodic written reports to the Joint Panel and discuss them with the Participating Teacher. -Continue to provide assistance until the Joint Panel directs the Consulting Teacher to cease support because it has determined that further assistance will not be productive, or the teaching performance of the Permanent Teacher is satisfactory.
- -Submit the final report to the Referred Teacher to receive his or her signature to verify delivery and receipt. -Submit the final report to the Joint Panel within five (5) working days of delivery to the referred teacher. -Participate in an annual review of the program with the Joint Panel, if utilized by the consortium during the school year.

The Consulting Teacher shall have the right to present reasons in writing why their specific Participating Teacher should be reassigned to another Consulting Teacher and to have those reasons considered.

### XIII. Reports and Meetings with the Joint Panel

The Consulting Teacher shall submit a written report to the Joint Panel on the progress of the Participating Teacher at least mid-year. The final report will be submitted to the Joint Panel at least 45 calendars days before the end of the Participating Teacher's school ear.

The Consulting Teacher may provide at any time a written or oral report to the Joint Panel regarding the progress of the referred teacher in the Peer Assistance and Review Program.

The Participating Teacher may respond in writing to the Consulting Teacher's report.

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

### TERMS AND CONDITIONS

### XIV. Length of Term for Consortium Consulting Teacher

The Consulting Teacher term shall routinely by three (3) years in length with annual performance reviews. The Consulting Teacher may apply to server subsequent terms. If the performance of the Consulting Teacher is found to be unsatisfactory by the Joint Panel, they may remove the Consulting Teacher.

### **Unexpired Terms**

A replacement appointee shall serve the remainder of the former Consulting Teacher's unexpired term.

### Consulting Teacher Workload

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

### Consulting Teacher Compensation

The base unit stipend for each BTSA provider or consulting teacher is \$1,000. Individuals serving in both roles will receive \$2,000 as a base stipend. A support provider/consulting teacher will receive an additional \$1,000 stipend for each beginning teacher/participating teacher they serve.

### HELENDALE SCHOOL DISTRICT CERTIFICATED GRIEVANCE FORM

Grievant(s):	Representing:	(Individual or Association)	
		,	
Work Location:	Supervisor:	Date of event of	
violation	Date Informal meeting occurred (5.3)	****Step 1 – Written	
Grievance			
Alleged Violation of Ag	reement: Specific Article(s) and Section(s)		
Description of Alleg	ged Violation:		
Remedy Sought:			
	esolve Step 1:		
Date of Supervisors Dec	rision (5.6):		
Signature of Grievant	Date		
****Step 2 – Superinten	ndent Appeal		
Date Submitted	Date of Conference		
Decision of Superintend	ent		
Signature of Superintence	dent/Designee	Date	
****Step 3 – Mediation			
Request is hereby made	to jointly submit this grievance for mediation by Calif	fornia Conciliation Service.	
Halandala Professional 7	Teachers Association Date	President,	
****Step 4 – Governing	g Board Appeal Hearing		
Date of Appeal:	Date of Hearing:	Date of Decision:	
Decision of Governing E	Board:		

COPY TO GRIEVANT, ASSOCIATION PRESIDENT, AND GRIEVANCE CHAIR

# **Stipend Positions**

# **ACE Stipend Positions**

ACE Athletic Director	(1)	\$7,000/yr + Prep Period If the Athletic Director continues beyond two years of service their stipend increase to \$8000 per year. If there are co-Athletic Directors one shall have the option to choose salary or additional Prep period while the other accepts the salary.
ASB Director	(1)	\$4,000
Football Coach	(1)	\$2,400+ \$100 per round advancement in CIF playoffs
Volleyball	(1)	\$2,400+ \$100 per round advancement in CIF playoffs
Cross Country Girls	(1)	\$2,400+ \$100 per round
Cross Country Boys	(1)	advancement in CIF playoffs \$2,400+ \$100 per round
Boys Basketball	(1)	advancement in CIF playoffs \$2,400+ \$100 per round advancement in CIF playoffs
Girls Basketball	(1)	\$2,400+ \$100 per round
Boys Soccer	(1)	advancement in CIF playoffs \$2,400+ \$100 per round advancement in CIF playoffs
Girls Soccer	(1)	\$2,400+ \$100 per round
Softball	(1)	advancement in CIF playoffs \$2,400+ \$100 per round advancement in CIF playoffs
Baseball	(1)	\$2,400+ \$100 per round
HOSA/Skills USA	(1)	advancement in CIF playoffs \$2,400
Fall Golf	(1)	\$500
Spring Golf	(1)	\$2,400+ \$100 per round advancement in CIF playoffs
Department Chairs- ELA, Math, His	story, Science (4)	\$750
Gaming Coach – E-sports	(1)	\$750
Robotics Competition Coordinator	(1)	\$750
CSF Advisor	(1)	\$750
Yearbook Coordinator	(1)	\$750

\$750

(1)

WASC Coordinator

# **Riverview Middle School Stipend Positions**

RMS Athletic Director	(1)	\$3,000
ASB Director	(1)	\$2,000
Cross Country	(1)	\$1,000
Volleyball	(1)	\$1,000
Girls Basketball	(1)	\$1,000
Boys Basketball	(1)	\$1,000
Girls Soccer	(1)	\$1,000
Boys Soccer	(1)	\$1,000
Yearbook Coordinator	(1)	\$750
RMS Pentathlon Coach	(1)	\$750

# **Helendale Elementary Stipend Positions**

ASB Director	(1)	\$1,200
Yearbook Coordinator	(1)	\$750
Robotics Coach	(1)	\$750
STEM Coordinator	(1)	\$250
Gaming Coach	(1)	\$750
PLC Lead (2)	(1)	\$750

# **ICA Stipend Positions**

ASB Director	(1)	\$1,000
Class Advisor (9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> , 12 <sup>th</sup> )	(4)	\$750
Yearbook Coordinator	(1)	\$750
Gate/NHS/CSF Advisor	(1)	\$750
ROTC Advisor	(1)	\$750

Special Education Release time at the discretion of the principal not to exceed 10 days/year Science Camp Coordinator Release time not to exceed 3 days.

### HELENDALE SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE 2021-22
7.1% COLA

STEP	INTERN	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	\$43,784	\$50,751	\$53,274	\$56,735	\$60,726	\$64,999
2	\$45,098	\$52,274	\$54,872	\$58,437	\$62,548	\$66,949
3		\$53,842	\$56,518	\$60,190	\$64,424	\$68,957
4		\$55,457	\$58,214	\$61,996	\$66,357	\$71,026
5		\$57,121	\$59,960	\$63,856	\$68,348	\$73,157
6		\$58,835	\$61,759	\$65,772	\$70,398	\$75,352
7			\$63,612	\$67,745	\$72,510	\$77,613
8				\$69,777	\$74,685	\$79,941
9				\$71,870	\$76,926	\$82,339
10					\$79,234	\$84,809
11					\$81,611	\$87,353
12					\$84,059	\$89,974
13					\$86,581	\$92,673
14					\$89,178	\$95,453
15						\$98,317
16						\$101,267
17						\$104,305
18						\$107,434
19						\$110,657
20						\$113,977
					_	_

Class Requirements

Class I BA Degree plus credential

Class II BA Degree plus 15 units

Class III BA Degree plus 30 units

Class IV BA Degree plus 45 units or Master's Degree

Class V BA Degree plus 75 units or Master's Degree plus 15 units

All units are to be semester units or the equivalent thereof. The board shall determine the class and step that the teacher will be placed on.

All transcripts or a letter of verification to verify units must be on file the first day that school is in session if certificated employees wish credit for additional units taken during the previous year.

All units completed subsequent to the Baccalaureate are to be upper division or graduate study units completed in an accredited university or college.

EFFECTIVE July 1, 2020

Salary Schedule represents 186 service days