

Agreement Between
Red Bluff Joint Union High School District
and
Red Bluff Union High School Teachers Association
of the
California Teachers Association

Effective: July 1, 2020, through June 30, 2023

Updated February 9, 2022

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This AGREEMENT, is made and entered into this 1st day of July 2020, by and between the Red Bluff Joint Union High School District, hereinafter referred to as "District," and the Red Bluff Union High School Teachers Association of the California Teachers Association, hereinafter referred to as "Association." This Agreement supersedes the Agreement between the parties dated July 1, 2020 through June 30, 2023.

WITNESSETH THAT:

WHEREAS, the parties hereto desire to comply with Sections 3540 et.seq. of Chapter 10.7, Division 4, Title I of the Government Code of the State of California.

NOW, therefore, the parties hereto do agree as follows:

ARTICLE 1
RECOGNITION

1.1 The District recognizes the Association as the exclusive representative for that unit of employees certified by the Education Employment Relations Board in Case No. SR 120, dated December 16, 1976.

1.2 The "unit" for purposes of recognition and exclusive representation shall be defined to include all full-time, part-time, and temporary certificated employees of the District, excluding management positions, and all day-to-day substitute employees.

For purposes of clarification concerning Career Technical Education (CTE) employees, the parties agree that the unit includes permanent and probationary status District teachers whose salaries are wholly or partially abated by CTE Funding.

ARTICLE 2

REPRESENTATION FEE AND MAINTENANCE OF MEMBERSHIP

2.1 Employee Rights

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.

2.2 Association Dues

2.2.1 Any unit member who is a member of the Red Bluff Union High School District Teachers Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

2.2.2 The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership from year to year unless revoked in writing between July 1 and July 31 of the year in which this Agreement terminates. The District will guarantee said maintenance of membership to the Association by enforcing payment of dues by members required under the terms set forth in Section 2.3.1.

2.3 Representation Fee

2.3.1 Any unit member who is not a member of the Red Bluff Union High School District Teachers Association, CTA/NEA, or who does not make application for membership within thirty (30) days of commencement of assigned duties within the bargaining unit shall become a member of the Association or pay to the Association a fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided in Section 2.2.1 of this Article. In the event unit members shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 2.2.1. There shall be no charge to the Association for such mandatory agency fee deductions or regular dues deductions.

2.3.2 At least thirty (30) days prior to the collection of a representation fee from any unit member pursuant to the provisions herein, the Association shall submit a written certification to the District itemizing all component parts of such fee. Each year such amount shall be verified and submitted in writing to the District by the Association within thirty (30) days prior to September 1. The parties agree that such annual certification is a condition precedent to the collection by either the District or the Association of a representation from a unit member.

2.4 Employees Exempted from Obligation to Pay Association

2.4.1 Any unit member shall be exempted from the requirements of Section 2.3.1, above, if such employee has a bona fide religious objection to the payment of any fee in support of a union or "employee organization" as defined in Section 3540.1(d) of the Government Code.

2.4.2 Such exempt unit member shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee to any nonreligious, non-labor organization, or charitable fund exempt from taxation under Section 501 © (3) of Title 26 of the Internal Revenue Code.

2.4.3 The Association, upon written request, may require such exempt unit member to submit a written affidavit to the Association verifying the existence and nature of the allowable objection to payment of a representation fee. In addition, the Association may require proof of payment of such representation fee to one of the alternative funds or organizations listed above.

2.4.4 Proof of payment and a written statement of objection (when applicable) along with a verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 2.4.1 - 2.4.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Section 2.3.1 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Each school year, such proof shall be presented on or before the date specified in Section 2.3.1 above.

2.4.5 Any unit member making payments as set forth in Section 2.4.2 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

2.5 With respect to all sums deducted by the District pursuant to Sections 2.2 and 2.3 above, whether for membership dues or representation fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non membership in the Association, and indicating any changes in personnel from the list previously furnished.

The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 2.5 of this Article.

2.6 Hold Harmless

2.6.1 The Association shall indemnify and hold the District harmless, against any and all judgments that arise in connection with the representation fee provision defined herein.

2.6.2 The Association also agrees that it will pay court costs and reasonable legal fees and costs incurred by the District that arise in connection with litigation or threatened litigation concerning the representation fee provisions defined herein.

2.6.3 The District agrees to meet with the Association to discuss the best course of action before it implements this hold harmless provision, and to continue such discussion during the course of any related legal action.

2.6.4 The Association and the District agree that the Association shall have the exclusive right to decide and determine whether any such action or procedure as referred to in Section 2.6 shall not be compromised, resisted, defended, tried, or appealed.

2.7 The provisions of this Article shall be applied consistent with applicable law and Rules and Regulations of the Public Employment Relations Board.

ARTICLE 3
ASSOCIATION RIGHTS

3.1 The Association will be permitted to use, without charge, institutional bulletin boards, mailboxes, and use of the school mail systems, and other District means of communication for the posting or transmission of information or notices concerning Association matters, subject to the following conditions:

3.1.1 Use of District technology shall be consistent with the District Technology Acceptable Use Policy.

3.1.2 All postings and information distributed through the school mail system shall contain the date of posting or distribution and an authorization by the Association President.

3.2 The District, upon request, will make available, at cost, standard school supplies to the Association; requests will be recognized if they are in writing and signed by an authorized representative of the Association.

3.3 The Association may use District equipment and facilities at no cost under the following conditions:

3.3.1 Said use shall only be allowed by employees qualified to use said equipment.

3.3.2 Said use shall take place during the non-duty hours of the user.

3.3.3 Said use shall not interfere with the work of other employees.

3.3.4 There are no identifiable extra costs involved with said use, e.g., standby labor, copying fees.

3.3.5 The Association shall file a use of facilities/equipment form according to District rules for such use, and shall assume liability for such use.

3.4 NON-DISCRIMINATION

3.4.1 The District shall not illegally discriminate against any employee on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap, membership in an employee organization, or participation in the activities of an employee organization.

3.4.2 Employee application forms and oral interview procedures shall not refer to membership in or preferences for employee organization.

ARTICLE 4
CONSULTATION

4.1 For the purposes of consultation on matters outside the scope of representation, the District shall provide the following opportunities for the Association and employees.

4.1.1 The Staff Relations Committee shall meet as needed at the request of either party. The purpose of these meetings shall be to improve communications and to allow the Association opportunity to consult upon all matters within the scope of consultation as defined in the Government Code 3540. The meeting agenda shall be determined by those in attendance, and there shall be no restrictions upon the subject matter, provided, however, that the meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. The meetings shall be summarized in written minutes. Except that the provisions of this Article shall be observed, the meetings shall be self-organizing. The District and the Association each shall select up to four members to serve on this committee.

4.1.2 The Association or an individual employee may express a concern to the Board with regard to matters specified in Section 4.1 above at the time a specific matter is placed on the agenda.

4.1.3 Placement of items outside the scope of representation (as defined in Government Code Section 3543.2) on the agenda by the Association or an individual employee may be accomplished by requesting the Superintendent to place said items on the agenda ten (10) working days prior to the scheduled meeting of the Board. The agendas for regular Board meetings will include an item for comments by the Association representative.

4.1.4 The Association shall be provided with a complete packet of materials, prior to each regularly scheduled Board meeting, including agenda, proposed minutes, and items pertinent to the conduct and disposition of items on the public meeting agenda. Exception to the above will be made concerning any matter qualified for a closed session of the Board.

4.2 The Association President or his/her representative(s) may meet and consult with the site Principal to determine the placement of items on common concern upon the agenda for faculty meetings.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 A "grievance" is a claim by a grievant of having been adversely affected by a violation or misapplication of the specified provisions of this Agreement.

5.1.2 A "grievant" is the Association or any employee covered by the terms of this Agreement. The Association may file a grievance on behalf of a unit member.

5.1.3 A "day" is any day which is designated as a day of work for the grievant, consistent with this Agreement.

5.1.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

5.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

5.3 Formal Level

5.3.1 Level 1

Within twenty (20) days of when the grievant knew or reasonably should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form (See Appendix I) to the Principal or designee.

This statement shall be a clear, concise statement of the grievance, the specified contract provision alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

Within the above time limits, either party may request and shall be granted a personal conference.

5.3.2 Level 2

If not satisfied with the decision at Level 1, the grievant may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent or designee.

This statement shall include a copy of the original grievance and appeal and the decision rendered at the previous level.

The Superintendent or designee shall communicate the decision to the grievant and to the Association President within ten (10) days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

Within the above time limits, either party may request and shall be granted a personal conference.

5.3.3 Level 3

If not satisfied with the decision at Level 2, the grievant may submit the grievance to a joint Fact-Finding Committee by filing a written request with the Superintendent within five (5) days of the Level 2 decision.

The Fact-Finding Committee shall consist of one person appointed by the Superintendent and one person appointed by the Association President. Both of these appointees must have completed formal training in the interest-based problem solving process.

The Fact-Finding Committee shall meet with the grievant and other involved parties and gather facts concerning the grievance, as the Committee deems appropriate. The work of the Committee shall be informal, based on the principles of interest-based employer-employee relations, and designed to facilitate a resolution of the grievance which is acceptable to the District and Association.

Within ten (10) days of its formation, the Committee will provide the District and Association with its written findings and recommended resolution of the grievance. This report of the Committee shall be advisory to the District and Association, and shall not be final and binding.

5.3.4 Level 4

Prior to submission to Level 5, upon joint agreement between District and the Association, the grievance may be submitted to the mediation process for voluntary settlement. Upon such agreement, the parties shall jointly request the California State Conciliation Service to assign a mediator for such services. During the pendency of such mediation, the time limits herein shall be stayed. It is agreed and understood that the mediation process is confidential, and that no party may use in any way in any subsequent step of the grievance procedure any offer of settlement made or discussed during Level 3 mediation.

5.3.5 Level 5

If not satisfied with the decision at Level 3 (or if Level 4 is not successful), the grievant, within ten (10) days after receipt of the Level 3 report (or

conclusion of Level 4), may request in writing that the Association submit the grievance to arbitration.

The Association by written notice to the Superintendent or designee within fifteen (15) days of the above request of the grievant, may submit the grievance to arbitration.

The Association and the District shall by mutual agreement select an arbitrator. If no agreement can be reached within five (5) days of the above request of the Association, the parties shall request the California State Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot.

In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by discussions with the parties and by referring to the written grievance and the answers thereto at each step.

If any question arises regarding the arbitrability of a grievance, the arbitrator shall make a determination of this issue prior to hearing the merits of the grievance, unless the arbitrator determines otherwise.

After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit to both parties the findings and award.

The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision on issue(s) not before the arbitrator, nor on facts not supported by the evidence. The authority of the arbitrator to award back pay shall be limited to the school year of the original filing of the grievance.

The fees and expenses of the arbitrator shall be borne equally by the District and Association. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by both parties or the arbitrator. If the transcript is requested by only one party, that party shall incur the expense. All other expenses shall be borne by the party incurring them.

The findings and award of the arbitrator shall be final and binding, subject to established right of judicial review.

5.4 General Provisions

5.4.1 A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.

5.4.2 Time limits given in these procedures may be modified by written agreement of the parties involved.

5.4.3 If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee on behalf of all grievants may process the grievance through the grievance procedure. Names of all grievants shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.

5.4.4 Any employee may present grievances in accordance with this Article prior to Level 4 without intervention of the Association, so long as the resolution is not inconsistent with the terms of this Agreement, the District shall not agree to the final resolution of such grievance until the Association has been provided a copy of the proposed resolution and has been given an opportunity (within ten (10) working days) to file a response.

5.4.5 The grievant may be represented at all steps of the grievance procedure by a person designated by the Association.

5.4.6 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any grievant until such grievance is settled.

5.4.7 Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties.

ARTICLE 6

HOURS OF EMPLOYMENT

6.1 On regular school days, employees will be present on campus so that they will have sufficient time to have checked their mail and work stations, be prepared for work, and have their work station open and available fifteen (15) minutes before the start of their first duty period. The beginning and ending times for the school days shall be arrived at by mutual agreement.

6.1.1 In teaching a 6 or 7 period schedule a teacher's regular assignment will be five (5) periods. If teaching 6/7 periods, compensation will be at a rate of .17 of the regular salary (Appendix "A").

6.2 Except as provided in this Article, employees will remain on campus and be available to students up to and until the close of the last scheduled student class period.

6.2.1 Pursuant to State law, a general education teacher shall attend Individualized Education Program (IEP) meetings and participate in the development of the IEP. If IEP or SST (Student Study Team) meetings are held during the general education teacher's instruction periods, substitute or period coverage will be provided.

6.3 On minimum school days and on days when students are not scheduled to attend classes, the District may modify the requirements of 6.1 and 6.2; in no such case shall the District lengthen these normal requirements, however, except as provided below. On minimum days other than those scheduled for staff development activities or for testing, employees will remain at their duty stations until fifteen (15) minutes after the last scheduled student period. On such days as are covered in this Article, it is assumed that the duty free lunch period in Section 6.6 will be taken after the last student period.

6.3.1 Collaboration Wednesdays calendared as instructional days will be minimum days for students with the additional non-instructional duty time designated for staff collaboration as related to department meetings, staff training, and other school-related issues. In addition for each grading period, a Wednesday will be set aside to allow teachers to finalize and submit grades unless there is a more pressing need for a specific day.

The annual Collaboration Wednesday calendar will be developed by the District in collaboration with department chairs and with input from various employee representatives.

There will be flexibility in regard to the use of all Collaboration Wednesday dates to respond to circumstances and needs as they are identified by the District or various employee representatives.

The District will no less than annually seek feedback from teachers regarding the effectiveness and organization of Collaboration Wednesdays.

Hours of employment for Collaboration Wednesdays will be consistent with that of regular school days.

6.4 Employees may be assigned campus supervision fifteen (15) minutes before and fifteen (15) minutes after school, rotated among employees on an equitable basis; said rotation to carry on from year to year. No one shall have both morning and afternoon duties during the same week. Employee shall notify immediate supervisor prior to serving students in another capacity. The requirements of this supervision supersede those of 6.1 and 6.2 above.

6.5 Class assignments within each department will be reviewed annually and in consultation with the Principal or designee in order to equitably distribute class preparations. Such assignments will consider such factors as credentials, program needs and enrollment. Teacher concerns with the number of class preparations will be referred to the Staff Relations committee for discussion. The goal of the District and Association is for a preferred maximum of three (3) class preparations.

6.5.1 Because the scheduled instructional time does not provide teachers with an opportunity to conference with parents, students, and District staff; to prepare and follow-up lessons; prepare for student activities; maintain necessary equipment; and attend to other District business, the District does provide this duty time conference/preparation period for the teaching staff of the comprehensive high school and community day school. This conference/preparation period will be used for the above activities, and its utilization for other purposes must be approved by the Principal or designee, in each case.

During any school year, teachers who are assigned by the Principal or designee and agrees to teach during their conference/preparation period shall be paid one-fifth (1/5th) of the daily rate of a substitute teacher. In lieu of pay, teachers may elect to receive one (1) day of compensatory leave for each five (5) periods of preparation period coverage, subject to the following provisions: A teacher may use five days maximum in any school year.

6.5.1.1 Teachers desiring compensatory leave in lieu of pay shall schedule such leave with the Principal or designee. Such leave shall in no case be taken after May fifteenth.

6.5.1.2 When compensatory time is used, the absence will be submitted through the District approved absence management system.

6.5.1.3 Each employee who earns such leave that is not taken by the end of the school year may be paid one (1) day of day-to-day substitute pay for each full day of unused leave paid out in December or June upon approval.

6.5.1.4 Teachers who have performed conference/preparation period coverage totaling two (2) full days or less during the year may elect to have such credit carried over to the next school year in lieu of pay.

6.5.2 Job requirements for employees not subject to period-by-period class schedules necessitate more flexibility; therefore, said employees have the option to carry out activities which are parallel or similar to those in 6.5.1 as practicable within their duty day.

6.6 Employees shall be entitled to a duty free lunch period of thirty-five (35) minutes.

6.7 In addition to the normal duty day in 6.1 through 6.6, employees are required to attend all scheduled and emergency faculty meetings, open house, Curriculum Night, and graduation exercises.

6.8 Extra Duty

6.8.1 In addition to the normal duty day in 6.1 through 6.6, employees are required to participate in extra duty student activity supervision duties on a rotation basis.

6.8.2 Such duties shall not include supportive skill functions such as scorekeepers, timers, and announcers for student activities taking place during times other than the duty day; duties of this nature shall be voluntary and may be served in lieu of the required duties specified below. The equality provisions of this Article will not be strictly applied to employees who volunteer for these duties.

6.8.3 The required supervisory duties include gate and crowd supervision of student activities and those activities associated with class advisorships.

6.8.4 All required supervision covered by this Article shall be made by an Activities Support Committee composed of a site administrator, the Athletic Director, the Student Activities Coordinator and one member appointed by the Association that shall serve a maximum term of three years. Supervision assignments for the spring semester shall be posted by December 15. An "unforeseen assignment" shall be defined as any assignment in any category of supervision which for unforeseen circumstances arose after the assignment deadlines above. Unforeseen assignments will also be made by the Activities Support Committee consistent with this policy. In no case will an employee receive more than one unforeseen assignment per school year.

6.8.5 Required supervision assignments will not exceed twelve (12) hours in total length or require more than six (6) nights. This provision does not apply to class advisorships.

6.8.6 Employees shall be given an opportunity to volunteer for specific required assignments or voluntary assignments before the Activities Support

Committee makes its roster of assignments. Whenever there are more volunteers than needed, for a given assignment, the Committee will provide those volunteers with an opportunity to volunteer for alternative duties prior to the creation of the duty roster. The Committee shall establish a "tie breaking" procedure.

6.8.7 Employees may trade assignments without regard to their equality; however, all trades must be made with the knowledge of the Activities Coordinator or designee.

6.8.8 Salisbury High employees shall supervise the activities of students at Salisbury High School.

6.9 Notwithstanding the above, the following non-duty day assignments shall be participated in as described below:

6.9.1 Club Advisorship: Club advisorship shall be voluntary, and not arbitrarily assigned.

6.10 Sign Out

6.10.1 Except during the duty free lunch period, employees will remain on the campus or at their duty station.

6.10.2 Notwithstanding Article 6.5.1 employees may utilize their assigned conference/preparation period to attend to personal business which can include leaving campus.

- (1) For each employee, such use shall be limited to an average of no more than once per week in each month and shall also be subject to the sign out/sign in. Employees should sign out or notify the main office prior to such departure. Upon notification, the employee shall indicate their destination and purpose of their absence.
- (2) Should an employee find it necessary to utilize this provision more than twice in a given week, said employee shall inform the site Principal.
- (3) It is understood by both the Association and District that such use shall in no way interfere with or detract from the activities specified in Section 6.5.1. The Association and District shall review the utilization of the provision periodically.

- (4) When leaving campus for school business, employees are still subject to following the notification procedure but not subject to the limitations indicated in (2) above.

6.11 Notwithstanding other provisions of this Article, employees assigned to programs at the Salisbury campus shall perform their duties within the context of those programs and existing practice. Said duties and hours will be substantially the same as those of other members of the bargaining unit.

ARTICLE 7
DUTY CALENDAR

7.1 The duty calendar for teachers, the library media specialist, and Independent Study Program teachers shall be one hundred eighty-five (185) days consisting of 180 students instruction days, three staff development days and two teacher duty days). Teachers assigned to Salisbury High School shall work one hundred eighty-nine (189) days. Four (4) of these workdays in the Salisbury School calendar shall be designated for school-wide student counseling. Special Education teachers with a five period assignment shall work one hundred eighty-nine (189) days.

7.2 The duty calendar for Counselors, Nurse, any Teacher on Assignment and Psychologist shall be one hundred ninety-five (195) days.

7.3 The annual Red Bluff High School calendar shall be developed by a joint committee consisting of an equal number of representatives from the RBUHSTA, the CSEA and District administration to include the Director of Maintenance, Operations, and Transportation. Other representatives may serve upon consensus of the committee.

7.3.1 The school calendar for the following school year shall be developed by March 15 unless this date is extended by consensus of the committee. The committee shall convene by December 15th. If the committee does not reach consensus, the current school calendar shall be maintained for the following year.

7.3.2 Once the school calendar has been developed, ratified by the Association and approved by the Board, the calendar committee will refer this calendar to appropriate District constituents to develop other related calendars such as employee duty calendars.

7.4 It is agreed and understood that in the event the required student instructional minutes or days (as mandated for the increased revenue by SB 813) are not met due to the closure of school, the required instructional time shall subsequently be made up during the fiscal year. The time for this instructional make up shall be mutually determined by the Association and the District.

7.5 Appendix "G: (attached) contains the duty calendars for Red Bluff Union High School and Salisbury High School.

7.6 Staff development programs shall be planned by the District with collaboration with Department Chairs and leadership team.

ARTICLE 8
COMPENSATION

8.1 Salaries

Effective July 1, 2021, full-time unit members shall be paid pursuant to the salary schedule attached as Appendix "A", Appendix "B", Appendix "C" & Appendix "D". This represents a general increase of 3% applied to the salary schedule.

Beginning July 1, 2021, Step 1-5 will be created on Column D of the Certificated Salary Schedules under Appendix "A", Appendix "B", & Appendix "C" for certificated staff who have a Master's Degree or Doctorate.

8.1.1 As of the 2006-2007 school year, unit members may elect in writing, pursuant to District and Tehama County Department of Education procedures, to be paid eleven (11) or twelve (12) monthly paychecks.

8.1.2 Unit members shall receive their paychecks no later than the last business day of the month.

8.2 Insurance

8.2.1 Effective July 1, 2020, full-time unit members are eligible to receive a maximum District insurance premium contribution of \$12,500 per fiscal year to be applied to the following insurance coverages:

- a. The medical insurance plans provided through California's Valued Trust (CVT) for eligible employees and covered dependents, pursuant to rules and regulations of CVT.
- b. The existing dental insurance plan provided through CVT for eligible employees and covered dependents.
- c. The existing vision insurance plan provided through CVT for eligible employees and covered dependents.
- d. The existing group life insurance plan for eligible employees and covered dependents.

8.2.2 Part-time unit members shall be eligible to receive a pro rata District premium contribution. However, unit members assigned to work less than half-time are not eligible for a District premium contribution nor insurance coverage.

8.2.3 The amount of the District insurance premium contribution shall be negotiated as part of the total compensation package each year. Any premium costs above the District contribution shall be borne by the employee by payroll deduction.

8.2.4 Pursuant to Article 10: Early Retirement Incentive - eligible retirees may participate in the above programs, subject to carrier and/or insurance administrator approval. The District shall contribute an amount equal to that provided to an actively employed unit member.

8.2.5 Unit members who resign at the end of any school year shall be eligible to continue their current District premium contribution for group insurance coverages for the months of July and August. However, such terminating person shall reimburse the District for the cost of any increases in premiums for July and August. This reimbursement shall be made by payroll deduction, if possible. If payroll deduction is not possible, the total reimbursement shall be made by personal check in favor of the District and submitted to the Business Office prior to July 1.

8.3 Compensation Information

Chief Business Official will share the percentage of certificated compensation from the previous and projected for the current year.

8.4 Placement on the basic salary schedule shall be determined by appropriate experience and training.

8.41 Column placement is determined as follows:

8.4.1.1 Intern Column: A Bachelor's Degree from an accredited institution with a Intern Credential. Intern years of service will count towards placement on the salary schedule when fully credentialed. Intern years of service will not count towards seniority.

8.4.1.2 Column A: A Bachelor's Degree from an accredited institution plus up to forty-one (41) approved semester units earned after receipt of the Bachelor's Degree and a clear California credential authorizing service in the position.

8.4.1.3 Column B: A Bachelor's Degree from an accredited institution plus forty-two (42) approved semester units earned after receipt of the Bachelor's Degree and a clear California credential authorizing service in the position.

8.4.1.4 Column C: A Bachelor's Degree from an accredited institution plus fifty-four (54) approved semester units earned after receipt of the Bachelor's Degree and a clear California credential authorizing service in the position.

8.4.1.5 Column D: A Bachelor's Degree from an accredited institution plus sixty-six (66) approved semester units earned after receipt of the Bachelor's Degree and a clear California credential authorizing service in the position.

8.4.1.6 Column E: A Bachelor's Degree from an accredited institution plus sixty-nine (69) approved semester units earned after receipt of the Bachelor's Degree and a clear California credential authorizing service in the position and fourteen (14) years of credited experience.*

8.4.1.7 Column F: A Bachelor's Degree from an accredited institution plus seventy-two (72) approved semester units earned after receipt of the Bachelor's Degree and a clear California credential authorizing service in the position and seventeen (17) years of credited experience.*

8.4.1.8 Column G: A Bachelor's Degree from an accredited institution plus seventy-five (75) approved semester units earned after receipt of the Bachelor's Degree and a clear California credential authorizing service in the position and twenty (20) years of credited experience.*

8.4.1.9 Column H: A Bachelor's Degree from an accredited institution plus seventy-eight (78) approved semester units earned after receipt of the Bachelor's Degree and a clear California credential authorizing service in the position and twenty-three (23) years of credited experience.*

* Advancement to these salary schedule steps requires a satisfactory evaluation under the provisions of Article 11.

8.4.2 Initial Step Placement: Unit members shall be given credit on a year-for-year basis of up to nine (9) years for previous teaching experience, subject to the following criteria:

8.4.2.1 The previous teaching was full-time for at least one hundred thirty-five (135) days.

8.4.2.2 The previous teaching occurred at a public or private school within the United States or an American school outside of the United States.

8.4.2.3 The previous teaching occurred after receipt of a California clear credential or a credential from another state with reciprocity with California.

8.4.2.4 The previous teaching was within the authority of the credential and was service customarily and ordinarily expected of a teacher with a credential.

8.4.2.5 In initial placement of the School Nurse, the District may recognize previous related nursing work experience.

8.4.2.6 The above criteria shall also apply to placement on Columns A-D of the certificated salary schedule of unit members previously placed on Column PA.

8.4.3 In no case will initial placement be higher than Step 10 without approval of the Superintendent.

8.4.4 Notwithstanding Article 8.4.1, an employee with approved units taken after the point that the bachelor's degree would have been granted in California shall be granted credit for initial placement as follows:

Amount of such units taken prior to issuance of the Bachelor's Degree minus 124.

8.4.5 An annual increment of 1.5% of the individual's base salary shall be paid to full-time employees for each master's degree earned by September 1 of any school year from any institution accredited by a recognized accrediting organization. An annual increment of 1.5% of the individual's base salary shall also be paid to full-time employees for a doctoral degree earned by September 1, of any school year. Such doctoral degree must be from an institution accredited by a recognized accrediting organization.

8.4.5.1 Any teacher assigned to a Dual enrolled class with the exception of teachers receiving a master's degree stipend will be compensated the amount of \$250 per semester.

8.4.6 After initial placement, an employee may advance to another step in the appropriate column after one year (at least 75% of a school year) of service.

8.4.7 After initial placement in a column, an employee may advance to another column upon completion of the appropriate amount of additional professional preparation as determined in Section 8.5.

8.5 Professional Salary Advancement

To provide guidance for positive professional growth and improvement of certificated staff, the Board of Trustees shall require the following provisions regarding the acceptance of course work for salary advancement.

8.5.1 Salary advancement will be granted to employees for upper division or graduate courses selected by employees of this district, provided that they meet one (1) of the following criteria:

8.5.1.1 Course must be in the individual's major or minor or pertain to the individual's current contract assignment.

8.5.1.2 Course must be professionally applicable; areas of growth within this district would be English Learner, Social Emotional Learning, Special Education and socio-economically disadvantaged population.

8.5.1.3 Course work taken to prepare for subject areas outside of a teacher's major or minor will be granted column approval upon said subject authorization on the teacher's credential.

8.5.2 Approval of courses taken will be the responsibility of the Director of Human Resources.

8.5.3 Any decision disapproving a proposed course may be referred to a Professional Salary Advancement Advisory Committee within 15 days of the administrative decision, using the form provided. This committee shall consist of two (2) classroom teachers, two (2) administrators, and a fifth member chosen from the certificated personnel by the four (4) members; a chairperson shall be selected. The aforementioned committee shall be constituted, as needed, in order to address appeals filed by certificated teaching staff. Decision of the committee members shall be by majority vote and shall be made within fifteen (15) working days.

8.5.4 Any further appeal shall be submitted to the Superintendent by either the employee or the administration.

8.5.5 Before units can be credited, transcripts or grade cards must be on file with the District Office for all units earned. Submission of official verification of course completion, prior to the September 15 date specified for advancement on the salary schedule, shall be the responsibility of the individual. __Units verified prior to September 15 will be credited in the current school year.

8.5.6 To facilitate District budget planning, employees who anticipate advancing a salary column the next school year shall notify the district office prior to May 15.

8.6 Approval of course work shall be subject to the following conditions:

- (1) A grade of "C" or better unless the course is not offered for letter grades, in which case the grade of "P," or its equivalent, is acceptable.
- (2) A transcript or grade card is presented to the District Office as proof of credit.
- (3) Approval may be sought either before or after the course is taken. However, for approved units that were submitted over one year old, applicants may only move over one column per year.
- (4) Said courses shall be from colleges and universities which have been accredited by associations approved by the Department of Education.

8.6.1 Workshops shall be accepted for unit credit at a rate of fifteen (15) hours of work per semester unit, provided they are in the teacher's major or minor field, should be justified in writing that this workshop will be a benefit to the students and the district.

Evidence of attendance at workshops or clinics must be provided in written form from the workshop/clinic provider to obtain unit credit.

8.6.2 Units may be earned for the development of curriculum or service on specified school or district committees at a rate of fifteen (15) hours work per semester unit. An employee may receive no more than two (2) units in this category.

8.6.3 Units may be granted for special job experience related to the employee's work at a rate of one (1) unit per two (2) weeks full-time work up to three (3) units total for each separate non-repeated experience. An employee seeking units in this category shall provide a formal report to the Human Resource Department regarding the relationship of said experience to that employee's job and the professional benefits derived from said experience.

8.6.4 Unit credit for travel may be granted by the Director of Human Resources at the rate of one-half (1/2) semester unit per week of travel.

- (1) A formal written report shall be presented to their department and submitted to the Director of Human Resources.
- (2) Teachers receiving travel credit shall agree to make presentations to school groups or classes upon request of other teachers provided it is practical and reasonable to do so.
- (3) A teacher may earn no more than four (4) units for travel in any given year, and may not earn more than twelve (12) units total for travel while employed within the District.

8.6.5 A maximum of two (2) semester units may be allowed in any four (4) years for college courses, workshops, or clinics which relate to extracurricular duty assignments. Exception to this rule would be any assignment which was part of the regular six period duty assignment.

8.6.6 Units may be earned for specific public service activities which are related to the employee's major, minor, or current assignment; said activities shall include service on appointed and elective boards, commissions, or councils. Credit may be awarded on the basis of one unit for each year's service up to a total of two (2) units for any one employee.

8.7 Unit credits may not be earned during the unit member's contracted days unless the member takes an approved unpaid leave of absence or use up to two days of comp time for one (1) approved conference or workshop per year.

8.7.1 For non-mandated professional development, if the District provides reimbursement for any part of the employee's expenses, the unit member may not earn credits for advancement purposes.

8.8 Paid Extra Duty

Paid extra duty assignments shall be compensated based on the following:

8.8.1 Effective July 1, 2006, a pay unit of .0071836 times Step 1, Column "A," of the basic salary schedule shall be calculated (Appendix "A").

8.8.2 Paid extra duty assignments will receive compensation based on the units assigned to each position. Extra duty will be paid over the length of the assignment.

8.8.3 Appendix "E" contains the positions and unit assignments covered by the provisions of this Article.

8.8.4 When an employee is hired to perform a paid extracurricular, extra duty assignment, that employee shall be so informed at the time of hiring. The title of the paid extra duty assignment(s) and the estimated time that District will require for such assignment(s) will be reduced to writing.

8.8.5 Employees hired to perform a paid extracurricular, extra duty assignment shall not be obligated to serve in such assignments for more than five (5) years; at the discretion of the District such service may be for less than five (5) years.

8.8.6 Employees who volunteer for paid extracurricular, extra duty assignments may only be obligated to that assignment for one (1) year unless they fail to give notice of their intent not to continue prior to April 15. Such notice shall be in writing and addressed to the Principal. Employees who do not give notice will be considered to have volunteered for another one (1) year period and will be utilized in that assignment unless the Principal gives notice of non-renewal prior to June 1.

8.8.7 The co-curricular extra duty assignments with an asterisk (*) in Appendix "E" shall not be subject to the provisions of 8.10.4, 8.10.5, and 8.10.6. However, when an employee has served in such positions for five (5) years or more, the District will make a good faith effort within the parameters of overall staffing needs to find a replacement for such employee when such a request is made.

8.9 Effective July 1, 2006, compensation for all hourly paid assignments shall be at an hourly rate equal to .00088235 times Step 1, Column "A." Compensation for all daily paid assignments shall be at a daily rate of \$300 (a day as defined in Article 6) Appendix "A".

8.10 Department Chairs and Lead Teacher

Effective July 1, 2005, employees assigned as department chair or lead teacher shall be paid an annual stipend of .0868122 times Step 1, Column "A". The Principal may reallocate responsibility areas as he/she deems necessary for up to thirteen (13) department chairs within an equitable assignment workload. Departments with co-chairs who do not have a common preparation period shall be paid an additional stipend of .0129648 times Step 1, Column "A" (Appendix "A", Appendix "B").

8.11 The daily rate for an employee shall be the quotient of the employee's annual salary divided by that employee's duty calendar as determined in Article 7. The result shall be rounded to the nearest cent.

8.12 The salary of the Teacher on Assignment is based upon their placement on the basic salary schedule, a responsibility factor of 1.03, and a work year of one hundred ninety-five (195) days (Appendix "C").

8.13 As compensation for duties associated with FFA, school farm project supervision, agriculture related competitions and needs and emergencies that arise outside of the regular school day and year, effective July 1, 2006, Agriculture Teachers shall be paid a stipend of .2205882 times Step 1, Column "A" of the Certificated Salary Schedule.

8.14 The salary of the psychologist is based upon placement on the basic salary schedule, a responsibility factor of 1.05, and a work year of one hundred ninety-five (195) days. Initial placement upon employment is at Column D, Step 9 through 13, based upon experience (Appendix "D").

8.15 The salary of the nurse is based upon placement on the basic salary schedule, a responsibility factor of 1.03 and a work year of one hundred ninety-five (195) days (Appendix "C").

8.16 The salary of the counselors shall be based upon their placement on the basic salary schedule with an RSP factor of 1.03 and a work year of one hundred ninety-five (195) duty days(Appendix "C").

8.17 The salary of Special Education Teachers with a five period assignment shall be based upon their placement on the basic salary schedule within RSP factor of 1.03 and work a year of one hundred eighty-nine (189) days.

ARTICLE 9
LEAVES OF ABSENCE

9.1 Paid Sick Leave

9.1.1 Sick Leave pay shall be accumulated for full-time employees at the rate of ten (10) days annually for employees on a 185-day schedule and eleven (11) days annually for employees on 189-day or more schedule. For part-time employees sick leave will be pro-rated.

9.1.2 Unused Sick Leave shall accrue from year to year.

9.1.3 Sick leave shall be allowed for an absence due to:

- (1) The inability of employees to be present or to perform their duties because of personal illness, off duty injury, or confinement for medical treatment.
- (2) Personal medical or dental appointments that necessitate an absence of more than two (2) instructional periods. Such appointments that necessitate an absence of two (2) instructional periods or fewer may be taken under Article 6.10.3.
- (3) Personal necessity as specified in Article 9.4.
- (4) After the expiration of Worker's Compensation supplemental benefits in Article 9.9.5.
- (5) During any calendar year, unit members are entitled to use up to six (6) days of accumulated Sick Leave to attend to an illness of a child, parent or spouse or domestic partner (as defined by Section 297 of the California Family Code) of the employee. For purposes of this provision, a "child" is defined as a biological, foster or adopted child; a step child, a legal ward or a child of a person standing in loco parentis; a "parent" is defined as a biological, foster or adoptive parent; a stepparent or legal guardian. All conditions and restrictions regarding the use of Sick Leave shall also apply to this Section.

9.1.4 Employees must verify each use of paid Sick Leave by submission of an absence through the District approved absence management system.

9.1.5 The District may require a physician's statement to verify any absence as a condition of payment of Sick Leave in the event there is cause to believe that Sick Leave has been abused.

9.1.6 When an employee has been under the care of a physician, a medical release to return to work may be required.

9.1.7 If the District requires an employee to submit to a medical examination, such examination will be at the expense of the District.

9.1.8 Employees shall be credited with their Sick Leave for the work year upon the first work day of each year and need not have actually earned that leave prior to taking it. Employees may not use more Sick Leave than the total of that accumulated from prior years of service and that credited for the current year.

9.2 Differential Paid Sick Leave

9.2.1 Employees who have used all of their accumulated paid Sick Leave in Article 9.1 may be entitled to Differential Paid Sick Leave. Such entitlement will be determined by the provisions of this Article.

9.2.2 Employees on Differential Paid Sick Leave shall receive the difference between their daily salary as computed in Article 8 and the daily salary paid the substitute employed to fill the vacancy or if no substitute is employed, the amount which would have been paid to a substitute. The District shall make every reasonable effort to secure the services of a substitute employee. However, the employee on Differential Paid Sick Leave shall be paid fifty percent (50%) of their daily salary if greater than the above differential pay.

9.2.3 Employees shall receive Differential Paid Sick Leave for a period not to exceed one hundred ten (110) duty days. An employee shall not be provided more than one (1) 110-day period for each illness or accident. However, if a school year terminates before the 110-day period is exhausted, the employee may take the balance of the 110-day period in the subsequent school year.

9.2.4 At the expiration of Differential Paid Sick Leave, the employee may apply for leave of absence without pay according to Article 9.11.

9.3 Bereavement Leave

9.3.1 Unit members are allowed three (3) days leave, or five (5) days if travel out of state or greater than three hundred fifty (350) miles one way is required, without loss of pay, by reason of death in the immediate family.

9.3.2 Immediate family is defined as: mother, father, grandmother, grandfather, or grandchild of the employee or the employee's spouse or domestic partner (as defined by Section 297 of the California Family code); the spouse or

domestic partner (as defined by Section 297 of the California Family Code), son, son-in-law, daughter, daughter-in-law; brother, sister, aunt, uncle, niece or nephew of the employee; or any person residing in the immediate household of the employee.

9.3.3 Employees utilizing Bereavement Leave shall specify on the absence from duty form the deceased person and whether the additional travel allowance was utilized.

9.4 Personal Necessity Leave

9.4.1 An employee may use accumulated Sick Leave for Personal Necessity, as defined and specified in this Article. The amount of accumulated Sick Leave which may be so used in any school year for Personal Necessity shall not exceed seven (7) days.

9.4.2 Personal Necessity Leave may be taken in minimum increments of one period.

9.4.3 No advance permission is necessary to take Personal Necessity Leave under the conditions specified below:

- (1) Imminent danger to the home of employee which reasonably requires the attention of an employee during duty hours.
- (2) Accident or injury involving the employee's person or property, or the person or property of an employee's immediate family (as defined in Article 9.3.2), of sufficient emergency nature to require the employee's attention during duty hours.
- (3) Serious or critical illness of a member of an employee's immediate family (as defined in Article 9.3.2) reasonably requiring the immediate presence of that employee during duty hours.
- (4) The birth of a child making it necessary for the employee who is the father to be absent during duty hours.
- (5) The adoption of an infant/child (0 – 17 years) making it necessary for the employee who is the father or mother to be absent during duty hours.
- (6) An extension of the Bereavement Leave in Article 9.3 necessary for reasonable circumstances.

9.4.4 An employee requiring leave under Article 9.4.3 shall notify the site administrator, designee, or department chair, as early as possible prior to taking said leave. The designee or department chair shall notify the Principal as soon as possible concerning the absence.

9.4.5 A full explanation for the leave shall be placed on the absence from duty form.

9.4.6 Advance notice of at least twenty-four (24) hours will be necessary for the following uses of Personal Necessity Leave except in specific instances when such notification requirement is waived by the Principal.

- (1) Appearance in court as a litigant, or as a witness under an official order. In such cases the employee is expected to return to work when it is not necessary to be absent the entire day. This provision shall not apply in the event of the connivance or misconduct of the employee. Any witness fees received by the employee shall be returned to the District.
- (2) Service as a pallbearer.

9.4.7 Personal Necessity Leave may be used for serious circumstances which cannot reasonably be disregarded and which require the immediate and personal attention of the employee during assigned hours of service, subject to the following conditions:

- (1) Such leave may not be used for vacation, recreation, travel, extension of a holiday, concerted activities, or matters of personal gain or seeking other employment.
- (2) Request for such leave shall be submitted at least forty-eight (48) hours in advance, except if waived by the Principal to accommodate unforeseen circumstances.
- (3) In the event the nature of the leave is personal and the employee desires confidentiality, the employee may sign a statement that the leave meets the above criteria.

9.4.8 In all cases of Personal Necessity Leave, the absence must be for purposes which cannot be accomplished outside of regular work hours.

9.4.9 Unit members may use any amount of accumulated Sick Leave for Personal Necessity for care of a child subject to the following conditions:

- (1) Such leave is in addition to that provided in Article 9.4.3(3).

- (2) This leave applies to necessary personal care provided by the employee for an acute illness of a minor child of the employee residing in the immediate household.
- (3) The employee shall notify the supervisor of the absence as far in advance as possible.

9.5 Paid Personal Leave

9.5.1 This Article is intended to meet the legitimate personal needs of employees for paid leave which are not covered by other leave provisions of this Agreement.

9.5.2 An employee may utilize three (3) days of accumulated Sick Leave per school year for personal reasons deemed by the employee to require absence from duty.

9.5.3 The employee shall receive prior approval from their immediate supervisor as far in advance as possible.

9.6 Pregnancy Disability Leave

The Sick Leave provisions in Article 9.1 shall be used for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery and child bonding following the changes in Assembly Bill (AB) 375 there from.

9.7 Jury Duty Leave

9.7.1 When employees are called for jury duty and are absent from their employment, they shall be granted leave without loss of pay.

9.7.2 Employees called for jury selection or service shall report to work prior to reporting for such duty if said duty shall begin after the end of period one; such employees will also report back for work after the completion of their obligation for duty if that obligation has been fulfilled for the day prior to the end of the lunch period.

9.7.3 Employees serving on jury duty will turn in to the District Office the jury duty check they received as compensation for serving as a juror, in excess of \$25.00.

9.7.4 The District will reimburse the employee for the portion of the check in 9.7.3 which covers meals, lodging, and transportation.

9.8 Grand Jury Leave

9.8.1 The District will allow employees on grand jury duty paid leave to perform committee work mandated by the committee chair.

9.8.2 A statement of verification from the committee chair shall be submitted by the employee with the absence from duty form.

9.9 Industrial Accident and Illness Leave

9.9.1 Each employee shall be eligible for leave of absence because of industrial accident or illness. Allowable leaves shall be for up to sixty (60) service days in any one (1) fiscal year for the same accident and shall commence with the first (1st) day of absence. Eligibility for this leave is contingent upon a valid Workers' Compensation claim. Pending this determination, Sick Leave will be charged but will be reinstated if the claim is valid.

9.9.2 Leave of absence under this provision shall not be accumulated from year to year. When the Industrial Accident or Illness Leave overlaps into the fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

9.9.3 An employee shall be paid such portion of salary due for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment of not more than the full salary.

9.9.4 Leave of absence under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.

9.9.5 Industrial Illness and Accident Leave is to be used in lieu of Sick Leave. When entitlement to Industrial Illness and Accident Leave has been exhausted, entitlement to Sick Leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much Sick Leave and vacation leave which, when added to the temporary disability indemnity, will result in payment of no more than a full day's wage or salary. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.

9.9.6 Unless travel outside of California is authorized by the District, employees receiving benefits under this Article during a period of illness or injury shall remain in the State of California. Such authorization should not be unreasonably withheld.

9.9.7 The District may require a written statement from a physician verifying an employee's absence under this leave and the ability to return to work.

9.10 Employee Assistance Leave

9.10.1 Upon the exhaustion of all applicable Sick Leave benefits, an employee may be granted a paid leave of absence for a period of up to thirty (30) working days for the purpose of participating in a program of counseling and/or rehabilitation for drug and/or alcohol abuse or other psychological or psychiatric disability. The length of the leave shall be at the discretion of the Superintendent, in consultation with the attending physician or counselor.

9.11 Leave of Absence Without Pay

9.11.1 The Superintendent may approve requests for leave of absence without pay for up to ten (10) workdays. The Board may grant leave of absence without pay in excess of ten (10) workdays. Such leaves may be granted for the following reasons:

- (1) An employee has used available paid Sick Leave and Differential Paid Sick Leave.
- (2) Personal Necessity or other leave is not applicable and an adequate substitute is available.
- (3) Child rearing leave is requested for up to one (1) year following the birth of a child.
- (4) A request by an employee is agreed upon by both the employee and the District.
- (5) Other reasons mutually agreed upon.

9.11.2 For such leaves of more than ten (10) days approved by the Board of Trustees, the specific terms of the leave, including the obligation of the employee to notify the District of his/her intent to return to employment, shall be specified in writing.

9.11.3 During unpaid leaves of absence for one calendar month or less, employees shall receive the District paid health and welfare benefits specified in Article 8.1.

9.11.4 During unpaid leaves of absence in excess of one calendar month, the employee may elect to pay the full costs of the fringe benefits in Article 8; employees who choose not to pay for those District paid health and welfare benefits in Article 8 shall have their coverage dropped.

9.11.5 Leave of absence without pay shall not be in excess of one (1) year.

9.11.6 Notwithstanding 9.11.4, leaves of absence without pay may be renewed for one (1) additional year upon application.

9.11.7 Leave without pay taken under 9.11.1 (3) shall not constitute a break in service in the computation for the requirements of Article 10.

9.12 Compensatory Time Leave

9.12.1 Counselors, Psychologist and School Nurse who are required to work beyond their normal duty hours or outside of their duty calendar shall be granted compensatory time off when such work has the prior approval of the Principal or designee.

9.12.2 A counselor may take compensatory time leave whenever its use will not create a serious hardship for the counseling department as determined by the Principal or designee.

9.12.3 When compensatory time is used, an absence will be submitted through the District approved absence management system.

9.12.4 Compensatory time totaling two (2) full days or less during the year may be carried over to the next school year in lieu of payment.

9.12.5 Counselors, Psychologist and School Nurse entitled to more than two (2) days of compensatory time leave at the end of the school year shall be compensated for the time in excess of two (2) days at anytime school rate as determined in Article 8.

9.13 Family and Medical Care Leave (Unpaid)

9.13.1 Unit members with at least one (1) year of continuous District Employment and who have worked for the District for at least 1,250 hours during the previous fiscal year are eligible for unpaid Family and Medical Care Leave, pursuant to applicable Board Policy and State and Federal law. For eligibility purposes, full-time teachers are deemed to meet the 1,250 hour test. Current law provides for unpaid leave of up to twelve (12) weeks which may be used for an employee's serious health condition; or the care of a seriously ill child, spouse or parent. Except in the case of pregnancy disability, this unpaid leave runs concurrently with any other paid leave provided the employee. During this unpaid leave, the District would continue its regular payment of the group insurance premiums.

9.13.2 An eligible unit member (employed for at least 12 months) is entitled to 12-workweeks for parental leave (birth, adoption or foster placement of a child) pursuant to the California Family Rights Act (CFRA) and related regulations. If the eligible unit member continues to be absent from his or her duties on account of parental leave, the District shall deduct the salary due the employee for any of the remaining portion of the 12-workweek period in which the absence occurs. The deduction shall not exceed the sum that is actually paid a substitute employee or that

would have been paid to a substitute had he or she been employed. Such differential pay shall not take effect until all other available leaves are exhausted. Parental leave shall not exceed 12-workweeks within any 12 month period.

9.14 Catastrophic Illness Leave

9.14.1 Unit members who have exhausted all Sick Leave and all other accrued paid leaves may use Catastrophic Leave under the following provisions:

9.14.1.1 Catastrophic Illness Leave shall begin only after all accumulated Sick Leave (exclusive of differential paid leave) and all paid leaves have been exhausted.

9.14.1.2 The maximum amount of Catastrophic Illness Leave shall not exceed twelve (12) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less.

9.14.2 To request Catastrophic Illness Leave, the unit member or his/her designee, shall submit the appropriate form to the Association President.

9.14.2.1 To qualify for such leave, the employee will have suffered an illness or injury that is expected to incapacitate her/him for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the employee because he/she has exhausted all accumulated Sick Leave and all other paid leaves (as defined in Article 9.14.1.1).

9.14.2.2 A "member of the employee's immediate family" in 9.14.2.1 above shall be limited to spouse, child, mother, father or an individual over which the employee has legal guardianship.

9.14.3 As soon as practicable, the Association Executive Board shall meet and determine whether to recommend to the Superintendent or designee approval of the request for Catastrophic Illness Leave.

9.14.3.1 If the request is denied, the Associate President shall notify the employee or his/her designee and the Superintendent or designee.

- 9.14.3.2 If the request is approved by the Association and the Superintendent or designee, the Association and the District shall solicit unit members on the appropriate District form authorizing donation of Sick Leave days pursuant to this Article. Completed forms shall be returned to the District Personnel Office.
- 9.14.3.3. A unit member may donate a maximum of ten (10) days of Sick Leave per school year.
- 9.14.3.4 Donated Sick Leave days will be deposited in a Catastrophic Illness Leave Pool and deducted from the donating employee's accumulated Sick Leave.
- 9.14.3.5 Donated Sick Leave days may be utilized in increments of one class period.
- 9.14.3.6 If the days of donated Sick Leave are not used, those days will be retained in the Catastrophic Illness Leave Pool for future use pursuant to this Article.

9.14.4 If a unit member exhausts his/her donated Sick Leave from the Catastrophic Illness Leave Pool, the employee or his/her designee may request additional Catastrophic Illness Leave pursuant to this Article. However, in no event shall the employee be eligible to use more than twelve (12) consecutive calendar months of Catastrophic Illness Leave.

9.15 Attendance Incentive

9.15.1 Each certificated unit member who takes one (1) day or less of leave during a school year shall receive an incentive as follows: 0 days leave - \$750.00 or two days of pay at his/her daily rate (whichever is greater), 1 day or a portion of 1 day leave - One day of pay at his her daily rate. Leave includes sick leave, industrial accident leave, bereavement leave, comp leave, personal necessity leave, pregnancy disability leave, personal business leave and unpaid leave. It does not include jury duty, military leave or authorized release days. Amounts shall be pro-rated for part-timers

ARTICLE 10
RETIREMENT

10.1 Unit members who submit to the District Superintendent a written resignation/retirement from the District effective at the end of the school year, prior to January 15 shall be paid a one-time payment of five thousand dollars (\$5,000.00). Such payment shall commence following formal acceptance by the District of the resignation, and shall be added to the employee's final payroll warrants. In the event the employee does not complete the remainder of the school year in paid status, the employee shall refund to the District all such payments received, unless this provision is waived by the Superintendent or designee.

10.2 Employees who have completed ten (10) consecutive years of full-time service immediately prior to their planned retirement, who have reached the age of fifty-five (55) or greater, and who elect to retire, may participate as specified in Article 8.2.4 in the District paid health and welfare plans in Article 8.2 for a period of ten (10) years or until age sixty-five (65), whichever comes first.

10.2.1 For purposes of this plan only, a period of unpaid medical leave shall not be considered a break in full-time service.

10.2.2 Employees desiring to participate in this plan must notify the District in writing of their intent to retire at least ninety (90) calendar days prior to the effective date of retirement. Said effective dates of retirement shall be at the end of a semester or a grading period.

10.3 Notwithstanding other provisions of Article 10.1, the District may allow an employee to participate in this program if it is in the best interests of both that employee and the District for that employee to reduce his/her workload up to one-half (1/2) for a period of no more than three (3) years, if said employee has reached age fifty-two (52), and has already completed ten (10) consecutive years of full-time service.

10.4 Notwithstanding other provisions of this Article, an employee who has completed twenty (20) years of service to the District, who has reached the age of fifty-two (52), and who elects to retire, may participate until age sixty-five (65) at prorated District expense in the District paid health and welfare plans in Article 8. Prorated employee and District shares of premium costs shall be determined by the age of the employee upon retirement. Such prorated shares shall be:

<u>Age of Retirement</u>	<u>District Share</u>	<u>Employee Share</u>
52	76.9%	23.1%
53	83.3%	16.7%
54	90.9%	9.1%

Employees electing this option shall make their payments to the District for such participation at least one month at a time and two months in advance.

10.5 Notwithstanding other provisions of the Agreement, an employee who has served the District for more than twenty (20) years, who will be fifty-five (55) during the fall semester of the next school year, and who elects to retire, may participate in this plan as follows:

10.5.1 Give timely notice of retirement as of the end of the academic year prior to the fifty-fifth (55th) birthday as specified in Article 10.1.2.

10.5.2 Reimburse the District for the cost of the elective fringe benefits for the period of September 1 until the month of the employee's fifty-fifth (55th) birthday.

10.5.3 Beginning with the month of the employee's fifty-fifth (55th) birthday, District will provide the elective benefits as in Article 10.1.

10.5.4 The District will annually review options with the intent of maximizing retiree benefits.

ARTICLE 11

EVALUATION PROCEDURES

11.1 Principles of Evaluation and Assessment

The District and Association recognize the importance of implementing a program of staff evaluation in accordance with State law for the purpose of promoting professional growth and improving service to students.

The District shall have the obligation to evaluate and assess the performance of each unit member, subject to the following procedures.

Probationary and temporary status unit members shall be evaluated at least each year. Permanent status unit members with less than 10 years teaching experience shall be evaluated at least every other year. Permanent status of members having had at least 10 years of teaching experience in the school District (Ed. Code 44664 (a3)) shall be evaluated at least once during a five (5) year period.

Under normal circumstances, the Principal shall be responsible for evaluation and assessing certificated employees. If a District administrator other than the Principal is to be the evaluator, unit members who shall be evaluated shall be notified regarding their evaluator by October 1. If the District changes the evaluator, the District shall notify the unit member within five (5) days after the change is made. The unit member shall have the right to request a change of evaluators without prejudice. The Principal shall not unreasonably deny such a request.

11.2 Procedures for Evaluation and Assessment

11.2.1 The District shall evaluate and assess employee competency as it reasonably relates to each of the following standards. A minimum of three standards per evaluation period; one chosen by the teacher, one chosen by the administrator, and one mutually agreed upon. For teachers who participate in the mandatory teacher induction program, one of the standards will be aligned with the focus standard that is being used in the teacher induction program.

- (1) Engaging and Supporting all Students in Learning.
- (2) Creating and Maintaining Effective Environments for Student Learning.
- (3) Understanding and Organizing Subject Matter for Student Learning.
- (4) Planning Instruction and Designing Learning Experiences for all Students.
- (5) Assessing Students for Learning.

(6) Developing as a Professional Educator.

11.2.1.1 The evaluation and assessment of the performance of non-instructional unit members shall be as it reasonably relates to the fulfillment of established and defined standards.

11.2.1.2 The individual, the evaluator, and department members will generate a plan for improvement including, but not limited to, conferences, training, release time, mentoring, etc.

11.2.2 Any additional objectives or criteria, other than those specified in 11.2.1 that are to be utilized in the evaluation of a unit member shall be arrived at by mutual agreement of the unit member and the evaluator.

11.2.3 The evaluation and assessment of employee performance shall not include the use of publishers' norms established by standardized tests.

11.2.4 For a formal observation of performance, upon request of the evaluator, the unit member shall prepare a brief outline of the activity being observed, including purpose and desired result. This provision does not preclude non-scheduled and informal classroom visitations and observations as an additional useful assessment technique.

11.2.5 Evaluation and assessment conducted pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the employee no more than twenty (20) days after the last observation and not later than thirty (30) days before the last school day scheduled on the school calendar adopted pursuant to Article 7 of this Agreement.

11.2.6 Evaluation Process

1. First 2 years:

Goal Setting – meet with evaluator to determine goals to focus on for the year.

a. Informal Observations – frequent walk-thrus with immediate feedback
Formal Observation – Fall

- Pre-observation meeting – lesson plan, focus for observer
- Observation – full class period
- Post – observation meeting – verbal and written feedback

b. If progressing, continue informal observations throughout spring.

c. If concerns, give specific directives and reschedule a second formal observation.

d. If concerns continue, put teacher on plan of improvement with support.

e. Formal evaluation – April/May.

- Overview of year
- Observations contribute to written feedback on evaluation

2. Years 3 - 9:

- a. Goal Setting – meet with evaluator to determine goals to focus on for the year.
 - b. Informal observations throughout the year.
 - c. Formal Observation every other year.
 - d. Formal Evaluation per Article 11.1 If concerns develop, go back to first 2 years process.
3. Years 10 and beyond:
- a. Goal Setting – meet with evaluator to determine goals to focus on for the year.
 - b. Informal Observations throughout the year.
 - c. Teacher brings evidence of progress toward goals.
 - d. Formal evaluation per Article 11.1.
 - e. If concerns develop, go back to first 2 years process.

11.2.7 Evaluation Timelines

Prior to October 1st, the teacher will be notified that they will be evaluated and who their evaluator will be.

Prior to October 15th the evaluator and the teacher will schedule the Pre-Evaluation Goal Setting Meeting to discuss and mutually agree upon the Success Indicators and/or Goals and formalize the agreement of the *Pre-Evaluation Goal Setting Worksheet*. The teacher should come prepared with their success indicator and/or goal.

Prior to May 10th the evaluator and the teacher will meet in the Formal Evaluation Meeting and the evaluator will provide a copy of the completed *Formal Evaluation* to the teacher. This may occur at the post observation meeting when warranted.

11.3 Review Procedure

11.3.1 Because of the sensitive nature of the significant professional aspects of certificated employee evaluations, the District and the Association agree that only the procedural aspects of the evaluation process are subject to the grievance procedure of this Agreement. Issues that may arise regarding the content of evaluation shall be resolved by the following review procedure:

The content of the evaluation may be challenged on the basis that either the standards or criteria utilized by the evaluator were unfair and/or arbitrary or that the evaluator’s judgments related to those criteria were unfair or arbitrary.

11.3.2 Step 1

Within five (5) school days of receipt of the evaluation, the employee may request a meeting with the Superintendent. The Superintendent shall schedule a meeting with the employee and the evaluator to discuss the evaluation and attempt to resolve any disagreements concerning the evaluation.

11.3.3 Step 2

In the event that the employee is not satisfied with the outcome of Step 1, within five (5) school days of the decision of the Superintendent, the employee shall notify the Superintendent in writing of the request for a Review Panel and the reasons for the challenge of the evaluation. Within five (5) school days of the employee's request, the Association and the Superintendent or designee (other than the evaluator) each shall select a representative for the Review Panel. Both representatives must currently be employed in a California public school in a certificated position. These two representatives shall select a third person to act as chair. In the event that the two representatives cannot so agree, the Superintendent shall request the Dean of the School of Education of Chico State University to name a third person.

The Review Panel shall hold a hearing. The Review Panel shall prepare a written majority decision that shall be attached to the evaluation before placement in the employee's personnel file. Any panel member may prepare a written dissenting report that shall be attached to the majority report of the panel and the evaluation. The Review Panel may sustain the evaluation or may recommend to the Superintendent that the evaluation be redone either in whole or in part; that the evaluation be modified; and/or that the evaluator be changed. The Superintendent may implement the recommendations of the Review Panel. If either the evaluator or the unit member does not agree with the Superintendent's decision, the matter shall be referred to the Board of Trustees for review in closed session. The employee, the evaluator, a representative of the Association and the Superintendent shall be present at all such closed session deliberations. The decision of the Board of Trustees shall be final.

11.4 Derogatory Information

The District will not base an evaluation of an employee on derogatory information regarding the employee from parents, students, other employees or members of the public unless or until the employee has been provided such information in writing and given an opportunity to comment thereon. The written information provided to the employee for comment will include notice of the employee's right to comment. The written information and the employee's comments, if any, may be placed in the employee's personnel file.

11.5 Evaluation Forms

The following forms for the implementation of this evaluation procedure are attached as Appendix "H": The evaluation forms for this evaluation procedure are attached as Appendix "H".

11.6 Employee Personnel Files

11.6.1 A unit member may inspect materials in his/her personnel file which may serve as a basis for affecting the status of his/her employment except materials which:

- (a) Were obtained prior to employment.
- (b) Were prepared by identifiable examination committee members, or,
- (c) Were obtained in connection with a promotional examination.

11.6.2 A unit member may inspect and make one copy of such materials in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District Office at times other than when the employee is required to render service. Such inspection shall take place under the supervision of a District administrator or designee. The employee may have a representative present during such inspection of materials in the personnel file.

11.6.3 No materials of a derogatory nature, except materials classified in Article 11.6.1 above, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. An employee shall have the right to comment in writing, and have such comments attached to any derogatory statement prior to that statement being placed in the personnel file. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. (E.C. 44031) Such review and comments except as otherwise approved by the Principal or designee, shall take place at times other than when an employee is assigned to instruction or student supervision activities.

11.6.4 All materials placed in an employee's personnel file shall be dated and signed by the contributor. The official personnel file for each employee shall be maintained in the District Office. Access to the personnel files shall be limited to District employees designated by the Superintendent.

11.6.5 Members of the Board of Trustees may request to review an employee's personnel file if such review is to be made during a meeting of the Board (consistent with provisions of the Brown Act open Meeting Law) and if such review is a result of an affirmative vote by the Board.

ARTICLE 12
DISMISSAL AND NON-REEMPLOYMENT

It is agreed and understood that dismissal procedures, including the non-reemployment of probationary employees, may be undertaken independently of the evaluation procedures contained in Article 11 consistent with applicable provisions of the California State Education Code. It is also agreed and understood that such proceedings are not subject to the Grievance Procedure of this Agreement.

ARTICLE 13
TRANSFER

13.1 As used in this Agreement, transfer means the change in duty station from one school to another.

13.2 A transfer may be either employee requested ("voluntary") or District initiated ("involuntary").

13.3 All transfers will be considered on the basis of:

13.3.1 Credential necessary to perform the required service.

13.3.2 The employee's training and experience.

13.3.3 Effects on students.

13.3.4 Previous evaluations.

13.3.5 Employee request.

13.4 An employee may submit a written request for a transfer to the Superintendent at any time; said request shall remain in effect until withdrawn by that employee.

13.4.1 In the event of a vacancy, the Superintendent shall consider all transfer requests on file.

13.4.2 If a transfer request is denied, the employee may request and receive written reasons for the denial.

13.5 Involuntary transfers shall not be made arbitrarily, vindictively, or capriciously.

13.6 In the case of involuntary transfers, the affected employee will be given the reasons in writing for that transfer.

13.6.1 The employee may submit to the Superintendent written reasons for reluctance to the involuntary transfer.

13.6.2 The Superintendent shall consider the reasons submitted in 13.6.1.

13.6.3 After the Superintendent's consideration in 13.6.2, the employee may request a conference with the Superintendent.

ARTICLE 14
REASSIGNMENT

14.1 Upon initial employment, the Superintendent shall assign employees to the position(s), subject area(s), and program(s) in which they are to serve.

14.2 After the initial assignment, it may become necessary to reassign employees or an employee may request reassignment.

14.3 Reassignments shall be made based upon the following criteria:

14.3.1 Credentials necessary to perform the required service(s).

14.3.2 Professional preparation as determined below:

(1) Professional preparation shall be defined as having completed an approved program of professional preparation including student teaching, or its equivalent in experience, as defined in the Education Code and Title V Administrative Regulations.

(2) Adequate command of subject matter shall be defined as having completed a major or a minor in the subject to be taught, said major or minor to have been completed at an accredited institution recognized by the California Commission on Teacher Credentialing (CCTC). Teachers in the core subject areas of English, Mathematics, Science, Social Science, Foreign Language and Art must be Elementary and Secondary Education Act (ESEA) formally No Child Left Behind (NCLB) compliant. Further, in lieu of a major or minor, a teacher who has completed professional preparation may be deemed to possess adequate command of subject matter to be taught if he/she has completed eighteen (18) semester hours of course work or nine (9) semester hours of upper division or graduate course work in the field to be taught. For teachers who bring work from out of state institutions, such institutions shall have been accredited by the appropriate regional accrediting agency. In lieu of formal training, an individual shall be deemed to have adequate preparation to qualify for a Certificate of Competency if he/she is recognized to possess special skills obtained through practical experiences and qualifies for credentials as described in Title V.

14.3.3 Previous evaluations.

- 14.3.4 Effects on students.
- 14.3.5 Employee request.
- 14.3.6 Enrollment patterns.
- 14.3.7 Department Chair's recommendation.
- 14.3.8 Seniority.

14.4 In the event of conflict wherein the administration and the employee disagree as to the adequacy of that employee's preparation, the Principal, upon request, will provide that employee written rationale for that reassignment.

14.4.1 The employee may submit to the Principal written reasons for reluctance to the reassignment.

14.4.2 The Principal shall consider the reasons submitted in 14.4.1.

14.4.3 After the Principal's consideration in 14.4.2, the employee may request a conference with the Principal.

14.5 Involuntary reassignments shall not be made arbitrarily, vindictively, or capriciously.

14.6 Employees will receive notices of reassignment for the spring semester on or before December 15.

14.7 Employees will receive notices of reassignment on or before June 1 for the fall semester of the next school year.

14.8 Notwithstanding 14.6 and 14.7, enrollment fluctuations and staff changes may necessitate later notification; in such cases the employee shall be notified as soon as is practicable.

14.8.1 If notified after the dates identified in 14.6 and 14.7, the employee affected will be given 3 days of compensatory time to prepare. If the employee has not previously taught in that role for 5 years or more, one additional staff member may receive up to 2 days of compensatory time to help with the transition.

14.9 When a currently employed unit member accepts a teacher on assignment* position, he/she shall retain rights to the previous position for a term of 24 months, provided there is an opening in that position.

*The Teacher on Assignment serves outside the classroom setting for assignments as determined by the needs of the district and specified by the

Superintendent. Specific areas of assignment could include, but are not limited to, teacher support, student support, or program development. The Teacher on Assignment receives all compensation and benefits, accumulated sick leave, and seniority as any other member of the certificated bargaining unit.

ARTICLE 15
SAFETY CONDITIONS

15.1 The District will provide safe working conditions for all employees within the fiscal capabilities of the District.

15.2 Site Safety Committees shall be created. Said committees shall meet as necessary to evaluate safety conditions and make recommendations. These site safety committees will report to the District Safety Committee quarterly.

15.3 Both parties agree that the responsibility for safe working conditions is that of the District and that the responsibility for maintenance of safe procedures and practices is that of employees.

15.4 Employees shall immediately report cases of assault and/or battery suffered by them in connection with their employment in writing to the Principal or their immediate supervisor, who, in turn, will immediately report the incident to the police. A copy of the report will be forwarded to the Superintendent for purposes of investigation pending disciplinary action.

15.5 A student who commits assault and/or battery upon an employee shall be removed from that employee's supervision.

ARTICLE 16
CLASS SIZE

16.1 General Provisions

16.1.1 Class sizes at Red Bluff Union High School shall be based upon student enrollment as of the third week of each semester.

16.1.2 Numbers calculated by application of this Article shall be rounded off to the nearest tenth.

16.2 Class Sizes - Red Bluff Union High School

16.2.1 Class assignments for each teacher shall be determined by each Department Chair in consultation with all faculty members within the department and department average shall not exceed the departmental averages listed in Appendix "F" (see attached). The final master schedule shall be subject to the mutual approval of the Principal and Department Chair.

16.2.2 If a department's class size average as listed in Appendix "F": is exceeded by one student or more, then sections shall be added to the department by the sixth (6th) week of each semester until the department is in compliance.

16.2.3 The number of students in a class shall not exceed the number or workstations in the facility used for the class, except with the consent of the instructor.

16.2.4 A committee of District teachers appointed by the Association may discuss a concern about class size "bulges" with the Principal. If the concern is not resolved by this discussion, the committee shall submit a written statement about the concern, including a recommendation to the Superintendent. If the concern is not resolved by the review of the Superintendent, the committee may refer the matter for review by the Board of Trustees, who shall make a final determination.

16.2.5 Continuing students with identified needs (English Learners, Special Education, etc.) shall be distributed into general education classes in a way that produces balanced classes to the best of the site's ability. This is not applicable to standard core classes.

16.2.6 Within ten (10) days of the assignment of a Special Education student, the classroom teacher of record shall be notified by the Special Education case manager and schedule an in-person meeting.

16.2.7 General education classroom teachers who have the responsibility for implementation of any portion on an Individualized Education Program for a Special Education student shall receive a copy of their IEP.

16.2.8 The number of students served within special classes, shall comply with the state and federal laws.

16.2.9 Class sizes and staffing ratios (including teachers and educational assistants) in self-contained special education classes are determined by the needs of the students as reflected in their IEP's.

16.2.10 If student enrollment should change dramatically, the Association and District will meet to discuss alternate staffing patterns.

16.3 Salisbury High School

For Salisbury High School, the average annual student enrollment per teacher shall not exceed twenty (20) to one (1).

ARTICLE 17
PART-TIME EMPLOYEES

17.1 Part-time employees shall be placed on the basic salary schedule as per Article 8 (Appendix "A", Appendix "B", Appendix "C", & Appendix "D") and advanced along that schedule per Article 8.3 except that their salaries shall be prorated by the provisions of this Article.

17.2 Part-time employees shall be paid twenty percent (20%) of their placement on the certificated salary schedule for each regularly assigned teaching period.

17.3 Eligibility of part-time employees for insurance coverage is as specified in Article 8.2.2.

17.4 The provisions of Article 6.7 and 6.8 shall apply to part-time employees, who shall also attend applicable department meetings and required in service activities.

ARTICLE 19
NEGOTIATIONS PROCEDURES

19.1 A consultant shall not be allowed to negotiate for one party without prior notification to the other party of five (5) working days.

19.2 The District agrees to provide substitute days each contract year to be used for negotiating time for Association representatives to be present at negotiating sessions and PERB hearings. Such release time shall be without loss of compensation.

19.3 Members of the Association's bargaining team shall be responsible for notifying their immediate supervisor of meeting times and dates and for requesting release time no later than the beginning of the work day following the establishment of those times and dates.

19.4 The Association and District recognize the official representatives of each as the sole representatives for matters being negotiated within the scope of the Educational Employment Relations Act, and each agrees not to negotiate with anyone other than said representatives except as mutually agreed upon.

19.5 The Association and District agree to form a committee, to study the financial and budgetary parameters of the District. Such committee may include other District stakeholders and shall meet annually and upon the request of either party.

ARTICLE 20
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions in this Agreement shall prevail over District practices and procedures to the extent permitted by state law, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE 21
SAVINGS

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

21.2 In the event that a provision is so held to be invalid, either party may reopen negotiations concerning a valid successor provision by so notifying the other in writing.

ARTICLE 22
COMPLETION OF MEETING AND NEGOTIATIONS

22.1 This Agreement, or any part of it, may be terminated, modified, amended, expanded, or renegotiated at any time only by the mutual consent of the parties. Such modifications shall be reduced to writing and signed by the parties. This Agreement represents the complete Agreement between the parties.

22.2 During the term of this Agreement, the parties may, by mutual agreement, meet and negotiate concerning any item within the scope of representation.

ARTICLE 23

TERM

This Agreement shall remain in full force and effect up to and including June 30, 2023. In the absence of a successor Agreement after June 30, 2023 this Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 24
ANYTIME SCHOOL PROVISIONS

This Article applies to "anytime" school programs, such as summer school, intersession, after school and weekend instructional activities.

24.1 Opportunities for Anytime School assignments shall be announced by District email. The specific details about the position (such as type of program; subject matter; requirements; length, time and location of the assignment; and application procedures) shall be included in the announcement.

24.2 Unit members who meet the stated qualifications and requirements shall be employed in preference to non-District teachers.

24.3 For work in Anytime School assignments, unit members shall be paid at the hourly rate established by Article 8.9, it is agreed and understood that initial and continued employment in such assignments is contingent upon suitable enrollment.

RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT
APPENDIX "A"
Certificated Salary Schedule - 2021/22

COLUMN	<u>Intern</u>	DS*** and Credentialed		Fully Credentialed Teachers Only						
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	
		BA+1-41	BA+42	BA+54	BA+66 or Masters Degree	BA+69	BA+72	BA+75	BA+78	
STEP*										
1	45,789	52,951			58,608					
2	46,769	54,085			60,870					
3		56,344	58,608		63,131					
4		58,608	60,870		65,392					
5		60,870	63,131	65,392	67,653					
6		63,131	65,392	67,653	69,916					
7		65,392	67,653	69,916	72,178					
8		67,653	69,916	72,178	74,440					
9		69,916	72,178	74,440	76,701					
10		72,178	74,440	76,701	78,964					
11		74,440	76,701	78,964	81,225					
12				81,225	83,485					
13				83,485	85,748					
14						86,916	**			
15						87,263	**			
16						88,018	**			
17							88,773	**		
18							89,528	**		
19							90,286	**		
20								91,043	**	
21								91,798	**	
22								92,554	**	
23									95,394	**
24									96,167	**
25									96,941	**
26									97,713	**
27									98,487	**
28									99,261	**
29									100,035	**
30									100,806	**
31									103,000	**

* Years of credited experience.

** Advancement to these steps requires a satisfactory evaluation under the provisions of Article 11.

*** Designated Subjects Credential

RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT
APPENDIX " B"
Certificated Salary Schedule - 2021/22 (189 Day Calendar)
*(Salisbury & Special Education Teachers***)*

COLUMN	Intern	Fully Credentialed Teachers Only								
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	
		BA+1-41	BA+42	BA+54	BA+66 or Masters Degree	BA+69	BA+72	BA+75	BA+78	
STEP*										
1	46,779	54,096			59,875					
2	47,780	55,255			62,186					
3		57,562	59,875		64,496					
4		59,875	62,186		66,805					
5		62,186	64,496	66,805	69,116					
6		64,496	66,805	69,116	71,428					
7		66,805	69,116	71,428	73,739					
8		69,116	71,428	73,739	76,050					
9		71,428	73,739	76,050	78,359					
10			76,050	78,359	80,671					
11			78,359	80,671	82,981					
12				82,981	85,290					
13				85,290	87,602					
14						88,795	**			
15						89,149	**			
16						89,921	**			
17							90,692	**		
18							91,463	**		
19							92,238	**		
20								93,011	**	
21								93,783	**	
22								94,555	**	
23									97,457	**
24									98,246	**
25									99,037	**
26									99,826	**
27									100,616	**
28									101,407	**
29									102,198	**
30									102,986	**
31									105,227	**

* Years of credited experience.
** Advancement to these steps requires a satisfactory evaluation under the provisions of Article 11.
*** Special Education teachers assigned to 5 periods.

RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT
APPENDIX "C"
Certificated Salary Schedule - 2021/22 (195 Day Calendar)
Counselor, Nurse & Teacher on Assignment

COLUMN	Intern	Fully Credentialed Only								
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	
		BA+1-41	BA+42	BA+54	BA+66 or Masters Degree	BA+69	BA+72	BA+75	BA+78	
STEP*										
1	48,264	55,814			61,776					
2	49,297	57,009			64,160					
3		59,390	61,776		66,543					
4		61,776	64,160		68,926					
5		64,160	66,543	68,926	71,310					
6		66,543	68,926	71,310	73,696					
7		68,926	71,310	73,696	76,080					
8		71,310	73,696	76,080	78,464					
9		73,696	76,080	78,464	80,847					
10			78,464	80,847	83,232					
11			80,847	83,232	85,615					
12				85,615	87,997					
13				87,997	90,383					
14						91,614	**			
15						91,980	**			
16						92,775	**			
17							93,571	**		
18							94,367	**		
19							95,166	**		
20								95,964	**	
21								96,760	**	
22								97,557	**	
23									100,551	**
24									101,365	**
25									102,181	**
26									102,995	**
27									103,810	**
28									104,627	**
29									105,442	**
30									106,255	**
31									108,568	**

* Years of credited experience.

** Advancement to these steps requires a satisfactory evaluation under the provisions of Article 11.

RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT
APPENDIX "D"
Certificated Salary Schedule - 2021/22 (195 Day Calendar)
Psychologist and Speech Pathologist

COLUMN	<u>Intern</u>	<u>Fully Credentialed</u>	
STEP*			
1	55,900	65,973	
2	58,010	68,109	
3		70,315	
4		72,596	
5		74,951	
6		77,381	
7		79,884	
8		82,387	
9		84,890	
10		87,393	
11		89,897	
12		92,397	
13		94,901	
14		96,195	**
15		96,578	**
16		97,413	**
17		98,250	**
18		99,086	**
19		99,925	**
20		100,762	**
21		101,598	**
22		102,434	**
23		105,578	**
24		106,434	**
25		107,289	**
26		108,145	**
27		109,000	**
28		109,857	**
29		110,715	**
30		111,567	**
31		112,422	**

* Years of credited experience.

** Advancement to these steps requires a satisfactory evaluation under the provisions of Article 11.

APPENDIX " E"
PAID EXTRA DUTY ASSIGNMENT UNITS (effective July 1, 2019)

<u>Assignment</u>	<u>Unit Value</u>	<u>Assignment</u>	<u>Unit Value</u>
<u>Baseball</u>		<u>Softball</u>	
Varsity Coach	14	Varsity Coach	14
Assistant Varsity Coach	7	Assistant Varsity Coach	7
JV Coach	10	JV Coach	10
		JV Frosh/Soph Assistant	7
<u>Basketball</u>		<u>Swimming</u>	
Boys' Varsity Coach	14	Head Coach	14
Assistant Boy's Varsity Coach	7	Assistant Coach	7
Boys' JV Coach	10		
Boys' Frosh Coach	8	<u>Tennis</u>	
Girls' Varsity Coach	14	Boys Coach	10
Assistant Girls' Varsity Coach	7	Boys JV Coach	7
Girls' JV Coach	10	Girls Varsity Coach	10
Girls' Frosh Coach	8	Girls JV Coach	7
Girls' Frosh/Soph Coach	8		
<u>Cross Country</u>		<u>Golf</u>	
Head Coach	14	Boys Golf Coach	9
Assistant Coach	7	Girls Golf Coach	9
<u>Football</u>		<u>Volleyball</u>	
Varsity Head Coach	15	Varsity Coach	14
Varsity Assistant Coach - each (3)	11	Varsity Assistant Coach	7
JV Head Coach	12	JV Coach	10
JV Assistant Coach - each (2)	10	Frosh Coach	8
Frosh Head Coach	10	Frosh/Soph Coach	8
Frosh Assistant Coach - each (2)	6		
<u>Cheerleading</u>		<u>Track</u>	
Varsity Coach	11	Head Coach	14
JV Coach	4	Head Boys Coach	12
		Head Girls Coach	12
		Assistant Coach - each (2)	7
<u>Cheerleading Competitive</u>		<u>Wrestling</u>	
Varsity	11	Varsity Head Coach	14
		JV Head Coach	10
		Assistant Coach	7
<u>Soccer</u>		<u>National Honors Society</u>	
Boys' Varsity Coach	14		8
Boys' JV Coach	10	<u>Key Club Advisor</u>	
Assistant Boys' Soccer	7		4
Girls' Varsity Coach	14		
Girls' JV Coach	10	<u>Class Advisor - each (4)</u>	
Assistant Girls' Soccer	7		3
		<u>Annual Advisor</u>	
<u>Field Hockey</u>			7
Varsity Coach	14		

JV Coach	10
Assistant Field Hockey	7

Skiing/Snow Boarding

Head Coach	14
Assistant Coach	7

The Board of Trustees may authorize employment of additional athletic coaching positions or reduce such positions. The head coach of each sport, with the approval of the athletic director may reallocate the available total units among authorized coaching positions within the sport at the beginning of the season. *Refer to 8.8.3.

Bluffer Advisor

9

Student Activities Director

18

***Performing Arts Center**

Band	15
Choir	13
Drama	13
Dance	8
*Musical	9

The following performances are required to receive the units:

Band - (2) Fall and Spring

Choir - (2) Fall and Spring

Dance - (1) Spring

Plays - (2) Fall and Spring. Unless a musical is scheduled, the musical will count as a second performance.

*The Superintendent or designee will meet with the Performing Arts Teachers every Spring to determine whether or not there will be a musical for the following year. If there is a musical, Superintendent or designee will determine how the 9 units will be allocated with consultation with the Performing Arts Department staff.

APPENDIX "F"
AVERAGE CLASS SIZE BY DEPARTMENT

<u>Department</u>	<u>Average Class Size</u>
Agriculture	28:1 Cap 35
Business	29
English	28:1 Cap 35
World Language	28:1 Cap 35
Home Economics	29
Industrial Arts	26
Math	28:1 Cap 35
Performing Arts	44
Visual Arts	26
Science	28:1 Cap 35
Social Science	28:1 Cap 35
Physical Education	40
Special Education	In accordance with SELPA allocation
AP Classes	25:1 unless waived by Department Chair
Core Standard Classes	25:1 unless waived by Department Chair
Work Experience	125

Appendix “G”

Red Bluff High School Calendar 2021-2022
Salisbury School Calendar 2021-2022
Focus School Calendar 2021-2022
Independent Study School Calendar 2021-2022

These are posted on our website:
www.rbhsd.org

APPENDIX “H”
Red Bluff Joint Union High School District

TEACHER EVALUATION
PRE-EVALUATION GOAL SETTING

Evaluatee’s Name

School

Date

This Teacher evaluation is based upon the *California Professional Standards for Teachers (CPST)*.

In preparation for the Pre-Evaluation Meeting: Complete the *Success Indicators and/or Goals* for each CPST. Success Indicators and/or Goals should be relative to the school plan and the District’s Strategic Plan.

At the Pre-Evaluation Meeting the evaluator and the nurse will discuss and mutually agree upon the Success Indicators and/or Goals and formalize the agreement of the *Pre-Evaluation Goal Setting Worksheet*.

1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- 1.1 Using knowledge of students to engage them in learning...
- 1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet student’s diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection

Success Indicators and/or Goals:

2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

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

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

Success Indicators and/or Goals:

3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

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

Success Indicators and/or Goals:

4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning

- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Success Indicators and/or Goals:

5. ASSESSING STUDENTS FOR LEARNING

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

Success Indicators and/or Goals:

6. DEVELOPING AS A PROFESSIONAL EDUCATOR

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

Success Indicators and/or Goals:

Additional Comments:

Evaluatee's Signature Date

Evaluator's Signature Date

Original – *Human Resources Department*
Copies – *Evaluator and Evaluatee*

APPENDIX “H” (CONT)
Observation Template

Name of Teacher:

Name of Observer:

Date of Observation:

Time of Observation:

Teacher Focus:

Standard 1 – Engaging and Supporting All Students in Learning

Standard 2 – Creating and Maintaining Effective Environments for Student Learning

Standard 3 – Understanding and Organizing Subject Matter for Student Learning

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

Standard 5 – Assessing Students for Learning

Standard 6 – Developing as a Professional Educator

Areas of Strength and Suggestions for Continued Growth by Evaluator:

Areas of Concern and Directives for Continued Growth:

Teacher Comments:

Teacher's Signature

Evaluator's Signature

Date

Date

APPENDIX “ H” (CONT)
RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT

TEACHER EVALUATION
FORMAL EVALUATION FORM

Evaluatee’s Name

School

Date

This Teacher evaluation is based upon *the California Professional Standards for Teachers (CPST)*.

Evaluation Scale:

1. Unsatisfactory
2. Basic
3. Proficient
4. Innovative

1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

Comments:

2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students

- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

Comments:

3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

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

Comments:

4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Comments:

5. ASSESSING STUDENTS FOR LEARNING

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

Comments:

6. DEVELOPING AS A PROFESSIONAL EDUCATOR

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

Comments:

Evaluator's Comments:

Evaluatee's Comments:

I have read this evaluation and discussed it with my Evaluator.

Evaluatee's Signature Date

Evaluator's Signature Date

Original – *Human Resources Department*

Copies – *Evaluator and Evaluatee*

APPENDIX “H” (CONT)
Red Bluff Joint Union High School District

NURSE EVALUATION
PRE-EVALUATION GOAL SETTING

Evaluatee’s Name

School

Date

This Nurse evaluation is based upon the *Standards of School Nursing Practice*.

In preparation for the Pre-Evaluation Meeting: Complete the *Success Indicators and/or Goals* for each Standard. Success Indicators and/or Goals should be relative to the school plan and the District’s Strategic Plan.

At the Pre-Evaluation Meeting the evaluator and the nurse will discuss and mutually agree upon the Success Indicators and/or Goals and formalize the agreement of the *Pre-Evaluation Goal Setting Worksheet*.

1. ASSESSES PUPIL PROGRESS TOWARDS EXPECTED ACHIEVEMENT

- 1.1 Reviews student health data for compliance with State, County, and District health regulations
- 1.2 Collects and uses multiple sources of information to assess student health status
- 1.3 Uses assessment and screening results to adjust and guide health intervention strategies including appropriate health referrals to medical providers and/or community resources
- 1.4 Administers required assessments, completes mandated reports and records data accurately

Success Indicators and/or Goals:

2. USES PROFESSIONAL TECHNIQUES AND STRATEGIES

- 2.1 Effectively relates student health status and the student’s ability to learn to parents/students/staff
- 2.2 Manages medication administration and specialized procedures in compliance with district and state policies
- 2.3 Develops and manages Individual Health Care Plans to facilitate students with special needs into school
- 2.4 Collaborates with student/parent/medical provider to transition ill and injured students into the school setting
- 2.5 Maintains appropriate standards of confidentiality and privacy in health areas

Success Indicators and/or Goals:

3. DEMONSTRATES ADHERENCE TO HEALTH PROGRAM OBJECTIVES

- 3.1 Demonstrates knowledge of school health law and health and safety regulations
- 3.2 Establishes and maintains standards of school health practice
- 3.3 Maintains accurate and complete health files in each student's cumulative health records
- 3.4 Oversees mandated health related services such as Immunization programs, communicable disease surveillance, CHDP programs and mandated vision, hearing, scoliosis and dental screening
- 3.5 Ensures department health policies and procedures are followed and maintained

Success Indicators and/or Goals:

4 MAINTAINS HEALTH OFFICE CLIMATE AND OPERATIONS

- 4.1 Provides a health office environment that is professional, positive and productive
- 4.2 Provides appropriate medical supervision and delegation to unlicensed personnel
- 4.3 Provides appropriate nursing care to ill and injured students based on the standards of school nursing
- 4.4 Established a health office climate that promotes inclusion, mutual respect, consistency and fairness
- 4.5 Maintains systematic documentation of health office visits, procedures and care

Success Indicators and/or Goals:

5 SCHOOL NURSE AS HEALTH EDUCATOR AND COUNSELOR

- 5.1 Provides appropriate health education and disease prevention principles to students, staff and parents
- 5.2 Serves as health advocate to parents, students, school and community to increase school wellness

- 5.3 Provides staff development on health related issues to district and school site staff as needed
- 5.4 Provides procedural training and supervision for medication administration and specialized health procedures to unlicensed personnel as needed
- 5.5 Provides individual health and crises counseling to students and staff and makes appropriate referrals

Success Indicators and/or Goals:

6 PROFESSIONAL GROWTH AND RESPONSIBILITIES

- 6.1 Establishes professional goals and pursues opportunities to grow professionally in the school nurse practice
- 6.2 Works with colleagues to improve professional practice
- 6.3 Works with families and communities to improve professional practice
- 6.4 Balances professional responsibilities to maintain motivation in professional role
- 6.5 Demonstrates professional image in appearance and attitude
- 6.6 Meets assigned district responsibilities and completes mandated reports with deadlines

Success Indicators and/or Goals:

Additional Comments:

 Evaluatee's Signature Date

 Evaluator's Signature Date

Original – Human Resources Department **Copies** – Evaluator and Evaluatee

APPENDIX “H” (CONT)
Observation Template

Name of Nurse:

Name of Observer:

Date of Observation:

Time of Observation:

Nurse’s Focus:

Standard 1 – Assesses Pupil Progress towards Expected Achievement

Standard 2 – Uses Professional Techniques and Strategies

Standard 3 – Demonstrates Adherence to Health Program Objectives

Standard 4 – Maintains Health Office Climate and Operation

Standard 5 – School Nurse as Health Educator and Counselor

Standard 6 – Professional Growth and Responsibilities

Areas of Strength and Suggestions for Continued Growth by Evaluator:
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Areas of Concern and Directives for Continued Growth:

Nurse's Comments:

Nurse's Signature

Evaluator's Signature

Date

Date

APPENDIX “H” (CONT)
RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT

**NURSE EVALUATION
FORMAL EVALUATION FORM**

Evaluatee’s Name

School

Date

This Nurse evaluation is based upon *the Standards of School Nursing Practice*.

Evaluation Scale:

1. Unsatisfactory
2. Basic
3. Proficient
4. Innovative

1. ASSESSES PUPIL PROGRESS TOWARDS EXPECTED ACHIEVEMENT

- 1.1 Reviews student health data for compliance with State, County, and District health regulations
- 1.2 Collects and uses multiple sources of information to assess student health status
- 1.3 Uses assessment and screening results to adjust and guide health intervention strategies including appropriate health referrals to medical providers and/or community resources
- 1.4 Administers required assessments, completes mandated reports and records data accurately

Comments:

2. USES PROFESSIONAL TECHNIQUES AND STRATEGIES

- 2.1 Effectively relates student health status and the student’s ability to learn to parents/students/staff
- 2.2 Manages medication administration and specialized procedures in compliance with district and state policies
- 2.3 Develops and manages Individual Health Care Plans to facilitate students with special needs into school
- 2.4 Collaborates with student/parent/medical provider to transition ill and injured students into the school setting

- 2.5 Maintains appropriate standards of confidentiality and privacy in health areas

3. DEMONSTRATES ADHERENCE TO HEALTH PROGRAM OBJECTIVES

- 3.1 Demonstrates knowledge of school health law and health and safety regulations
- 3.2 Establishes and maintains standards of school health practice
- 3.3 Maintains accurate and complete health files in each student’s cumulative health records
- 3.3 Oversees mandated health related services such as Immunization programs, communicable disease surveillance, CHDP programs and mandated vision, hearing, scoliosis and dental screening
- 3.5 Ensures department health policies and procedures are followed and maintained

Comments:

4. MAINTAINS HEALTH OFFICE CLIMATE AND OPERATIONS

- 4.1 Provides a health office environment that is professional, positive and productive
- 4.2 Provides appropriate medical supervision and delegation to unlicensed personnel
- 4.3 Provides appropriate nursing care to ill and injured students based on the standards of school nursing
- 4.4 Established a health office climate that promotes inclusion, mutual respect, consistency and fairness
- 4.5 Maintains systematic documentation of health office visits, procedures and care

Comments:

5. SCHOOL NURSE AS HEALTH EDUCATOR AND COUNSELOR

- 5.1 Provides appropriate health education and disease prevention principles to students, staff and parents
- 5.2 Serves as health advocate to parents, students, school and community to increase school wellness
- 5.3 Provides staff development on health related issues to district and school site staff as needed

- 5.4 Provides procedural training and supervision for medication administration and specialized health procedures to unlicensed personnel as needed
- 5.5 Provides individual health and crises counseling to students and staff and makes appropriate referral

Comments:

6. PROFESSIONAL GROWTH AND RESPONSIBILITIES

- 6.1 Establishes professional goals and pursues opportunities to grow professionally in the school nurse practice
- 6.2 Works with colleagues to improve professional practice
- 6.3 Works with families and communities to improve professional practice
- 6.4 Balances professional responsibilities to maintain motivation in professional role
- 6.5 Demonstrates professional image in appearance and attitude
- 6.6 Meets assigned district responsibilities and completes mandated reports with deadlines

Comments:

Evaluator's Comments:

Evaluatee's Comments:

I have read this evaluation and discussed it with my Evaluator.

Evaluatee's Signature Date

Evaluator's Signature Date

Original – *Human Resources Department*
Copies – *Evaluator and Evaluatee*

APPENDIX “H” (CONT)
Red Bluff Joint Union High School District

COUNSELOR EVALUATION
PRE-EVALUATION GOAL SETTING

Evaluatee’s Name

School

Date

This Counselor evaluation is based upon the *Standards for the School Counseling Profession*.

In preparation for the Pre-Evaluation Meeting: Complete the *Success Indicators and/or Goals* for each Standard. Success Indicators and/or Goals should be relative to the school plan and the District’s Strategic Plan.

At the Pre-Evaluation Meeting the evaluator and the counselor will discuss and mutually agree upon the Success Indicators and/or Goals and formalize the agreement of the *Pre-Evaluation Goal Setting Worksheet*.

1. ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING

- 1.1 Ensure all students are engaged in a system of support designed for learning and academic success
- 1.2 Advocate for educational opportunity, equity and access for all students
- 1.3 Advocate for the learning and academic success of all students
- 1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies

Success Indicators and/or Goals:

2. PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS

- 2.1 Demonstrate organization skills
- 2.2 Develop outcome-based programs
- 2.3 Assess program outcomes and analyze data
- 2.4 Demonstrate leadership in program development

Success Indicators and/or Goals:

3. UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT

- 3.1 Assess student characteristics and utilize the information to plan for individual student growth and achievement
- 3.2 Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans
- 3.3 Monitor student personal, academic, and career progress

Success Indicators and/or Goals:

4. COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES

- 4.1 Build and maintain student support teams for student achievement
- 4.2 Provide consultation and education for teachers and parents
- 4.3 Develop working relationships within the school that include school staff members, parents, and community members
- 4.4 Coordinate support from community agencies

Success Indicators and/or Goals:

5. PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS

- 5.1 Promote a positive, safe, and supportive learning environment
- 5.2 Develop and implement programs that address the personal and social risk factors of students
- 5.3 Develop and implement programs that reduce the incidence of school site violence
- 5.4 Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system

Success Indicators and/or Goals:

6. DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR

- 6.1 Establish professional goals and pursue opportunities to improve
- 6.2 Model effective practices and continuous progress in school counseling
- 6.3 Adhere to professional codes of ethics, legal mandates, and district policies

Success Indicators and/or Goals:

Additional Comments:

Evaluatee's Signature Date

Evaluator's Signature Date

Original – *Human Resources Department*
Copies – *Evaluator and Evaluatee*

APPENDIX “H” (CONT)
Observation Template

Name of Counselor:

Name of Observer:

Date of Observation:

Time of Observation:

Counselor’s Focus:

Standard 1 – Engage, Advocate for and Support All Students in Learning

Standard 2 – Plan, Implement and Evaluate Programs to Promote Academic, Career, Personal, and Social Development of All Students

Standard 3 – Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement

Standard 4 – Collaborate and Coordinate with School and Community Resources

Standard 5 – Promote and Maintain a Safe Learning Environment For All Students

Standard 6 – Develop as a Professional School Counselor

Areas of Strength and Suggestions for Continued Growth by Evaluator:

Areas of Concern and Directives for Continued Growth:

Counselor's Comments:

Counselor's Signature

Evaluator's Signature

Date

Date

APPENDIX “H” (CONT)
RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT

**COUNSELOR EVALUATION
FORMAL EVALUATION FORM**

Evaluatee’s Name

School

Date

This Counselor evaluation is based upon *the Standards for the School Counseling Profession*.

Evaluation Scale:

1. Unsatisfactory
2. Basic
3. Proficient
4. Innovative

1. ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING

- 1.1 Ensure all students are engaged in a system of support designed for learning and academic success
- 1.2 Advocate for educational opportunity, equity and access for all students
- 1.3 Advocate for the learning and academic success of all students
- 1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies

Comments:

2. PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS

- 2.1 Demonstrate organization skills
- 2.2 Develop outcome-based programs
- 2.3 Assess program outcomes and analyze data
- 2.4 Demonstrate leadership in program development

Comments:

3. UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT

- 3.1 Assess student characteristics and utilize the information to plan for individual student growth and achievement
- 3.2 Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans
- 3.3 Monitor student personal, academic, and career progress

Comments:

4. COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES

- 4.1 Build and maintain student support teams for student achievement
- 4.2 Provide consultation and education for teachers and parents
- 4.3 Develop working relationships within the school that include school staff members, parents, and community members
- 4.4 Coordinate support from community agencies

Comments:

5. PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS

- 5.1 Promote a positive, safe, and supportive learning environment
- 5.2 Develop and implement programs that address the personal and social risk factors of students
- 5.3 Develop and implement programs that reduce the incidence of school site violence
- 5.4 Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system

Comments:

6. DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR

- 6.1 Establish professional goals and pursue opportunities to improve
- 6.2 Model effective practices and continuous progress in school counseling
- 6.3 Adhere to professional codes of ethics, legal mandates, and district policies

Comments:

Evaluator's Comments:

Evaluatee's Comments:

I have read this evaluation and discussed it with my Evaluator.

Evaluatee's Signature Date

Evaluator's Signature Date

Original – *Human Resources Department*

Copies – *Evaluator and Evaluatee*

APPENDIX “H” (CONT)
Red Bluff Joint Union High School District

PSYCHOLOGIST EVALUATION
PRE-EVALUATION GOAL SETTING

Evaluatee’s Name

School

Date

This Psychologist evaluation is based upon the *National Association of School Psychologist Practice Model 10 Domains*.

In preparation for the Pre-Evaluation Meeting: Complete the *Success Indicators and/or Goals* for each Standard. Success Indicators and/or Goals should be relative to the school plan and the District’s Strategic Plan.

At the Pre-Evaluation Meeting the evaluator and the nurse will discuss and mutually agree upon the Success Indicators and/or Goals and formalize the agreement of the *Pre-Evaluation Goal Setting Worksheet*.

1. DATA-BASED DECISION MAKING AND ACCOUNTABILITY

School Psychologist have knowledge of varied models and methods of assessment and data collection for identifying strengths and needs, developing effective services and programs, and measuring progress and outcomes.

Success Indicators and/or Goals:

2. CONSULTATION AND COLLABORATION

School psychologists have knowledge of varied models and strategies of consultation, collaboration, and communication applicable to individuals, families, groups, and systems and methods to promote effective implementation of services.

Success Indicators and/or Goals:

3. INTERVENTIONS AND INSTRUCTIONAL SUPPORT TO DEVELOP ACADEMIC SKILLS

School Psychologists have knowledge of biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence-based curricula and instructional strategies.

Success Indicators and/or Goals:

4. INTERVENTIONS AND MENTAL HEALTH SERVICES TO DEVELOP SOCIAL AND LIFE SKILLS

School Psychologists have knowledge of biological, cultural, and social influences on academic skills; human learning, cognitive and developmental processes; and evidence-based curricula and instructional strategies.

Success Indicators and/or Goals:

5. SCHOOL-WIDE PRACTICES TO PROMOTE LEARNING

School Psychologists have knowledge of school and systems structure, organization, and theory; general and special education; technology resources; and evidence-based school practices that promote learning and mental health.

Success Indicators and/or Goals:

6. PREVENTIVE AND RESPONSIVE SERVICES

School Psychologists have knowledge of principals and research related to resilience and risk factors in learning and mental health, services in schools and communities to support multi-tiered prevention, and evidence-based strategies for effective crisis response.

Success Indicators and/or Goals:

7. FAMILY-SCHOOL COLLABORATION SERVICES

School Psychologists have knowledge of principles and research related to family systems, strengths, needs, and culture; evidence-based strategies to support family influences on children’s learning and mental health; and strategies to develop collaboration between families and schools.

Success Indicators and/or Goals:

8. DIVERSTIY IN DEVELOPMENT AND LEARNING

School Psychologists have knowledge of individual differences, abilities, disabilities, and other diverse student characteristics; principles and research related to diversity factors for children, families, and schools, including factors related to culture, context, and individual and role difference; and evidence-based strategies to enhance services and address potential influences related to diversity.

Success Indicators and/or Goals:

9. RESEARCH AND PROGRAM EVALUATION

School Psychologists have knowledge of research design, statistics, measurement, varied data collection and analysis techniques, and program evaluation sufficient for understanding research and interpreting data in applied setting.

Success Indicators and/or Goals:

10. LEGAL, ETHICAL, AND PROFESSIONAL PRACTICE

School Psychologist have knowledge of the history and foundations of school psychology multiple service models and methods; ethical, legal, and professional standards; and other factors related to professional identity and effective practice as school psychologists.

Success Indicators and/or Goals:

Psychologist Comments:

Evaluatee's Signature Date

Evaluator's Signature Date

Original – *Human Resources Department*

Copies – *Evaluator and Evaluatee*

APPENDIX “H” (CONT)
Observation Template

Name of Psychologist:

Name of Observer:

Date of Observation:

Time of Observation:

Psychologist’s Focus:

Domain 1 – Data-Based Decision Making and Accountability

Domain 2 – Consultation and Collaboration

Domain 3 – Interventions and Instructional Support to Develop Academic Skills

Domain 4 – Interventions and Mental Health Services to Develop Social and Life Skills

Domain 5 – School-Wide Practices to Promote Learning

Domain 6 – Preventive and Responsive Services

Domain 7- Family-School Collaboration Services

Domain 8 - Diversity in Development and Learning

Domain 9 – Research and Program Evaluation

Domain 10 – Legal, Ethical, and Professional Practice

Areas of Strength and Suggestions for Continued Growth by Evaluator:

Areas of Concern and Directives for Continued Growth:

Psychologist's Comments:

Psychologist's Signature

Evaluator's Signature

Date

Date

APPENDIX "H" (CONT)
RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT

**PSYCHOLOGIST EVALUATION
FORMAL EVALUATION FORM**

Evaluatee's Name

School

Date

This Psychologist evaluation is based upon the *National Association of School Psychologists Practice Model 10 Domains*.

Evaluation Scale:

1. Unsatisfactory
2. Basic
3. Proficient
4. Innovative

1. DATA-BASED DECISION MAKING AND ACCOUNTABILITY

School Psychologist have knowledge of varied models and methods of assessment and data collection for identifying strengths and needs, developing effective services and programs, and measuring progress and outcomes.

Comments:

2. CONSULTATION AND COLLABORATION

School psychologists have knowledge of varied models and strategies of consultation, collaboration, and communication applicable to individuals, families, groups, and systems and methods to promote effective implementation of services.

Comments:

**3. INTERVENTIONS AND INSTRUCTIONAL SUPPORT TO DEVELOP
ACADEMIC SKILLS**

School Psychologists have knowledge of biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence-based curricula and instructional strategies.

Comments:

4. INTERVENTIONS AND MENTAL HEALTH SERVICES TO DEVELOP SOCIAL AND LIFE SKILLS

School Psychologists have knowledge of biological, cultural, and social influences on academic skills; human learning, cognitive and developmental processes; and evidence-based curricula and instructional strategies.

Comments:

5. SCHOOL-WIDE PRACTICES TO PROMOTE LEARNING

School Psychologists have knowledge of school and systems structure, organization, and theory; general and special education; technology resources; and evidence-based school practices that promote learning and mental health.

Comments:

6. PREVENTIVE AND RESPONSIVE SERVICES

School Psychologists have knowledge of principals and research related to resilience and risk factors in learning and mental health, services in schools and communities to support multi-tiered prevention, and evidence-based strategies for effective crisis response.

Comments:

7. FAMILY-SCHOOL COLLABORATION SERVICES

School Psychologists have knowledge of principles and research related to family systems, strengths, needs, and culture; evidence-based strategies to support family influences on children’s learning and mental health; and strategies to develop collaboration between families and schools.

Comments:

8. DIVERSITY IN DEVELOPMENT AND LEARNING

School Psychologists have knowledge of individual differences, abilities, disabilities, and other diverse student characteristics; principles and research related to diversity factors for children, families, and schools, including factors related to culture, context, and individual and role difference; and evidence-based strategies to enhance services and address potential influences related to diversity.

Comments:

9. RESEARCH AND PROGRAM EVALUATION

School Psychologists have knowledge of research design, statistics, measurement, varied data collection and analysis techniques, and program evaluation sufficient for understanding research and interpreting data in applied setting.

Comments:

10. LEGAL, ETHICAL, AND PROFESSIONAL PRACTICE

School Psychologist have knowledge of the history and foundations of school psychology multiple service models and methods; ethical, legal, and professional standards; and other factors related to professional identity and effective practice as school psychologists.

Comments:

Evaluator's Comments:

Evaluatee's Comments:

I have read this evaluation and discussed it with my Evaluator.

Evaluatee's Signature Date

Evaluator's Signature Date

Original – *Human Resources Department*
Copy - *Evaluator and Evaluatee*

Appendix I
Grievance Notification or Appeal Form
(Contract Article 5)

Name of Grievant: _____
(Note: If the grievance is filed on behalf of a class or group of Employees', identify the class or group and attach a list of the Names' of the individuals.)

Grievant Work Location: _____
Grievant Work Assignment: _____

Choose the appropriate Level of Grievance (Article 5.3)

___ Level 1 ___ Level 3 ___ Level 5
___ Level 2 ___ Level 4

Date of the aggrieved act or omission (or date that it became known to you):

Indicate the specific Article, Section and Page of the collective bargaining contract that is alleged to have been violated: _____

Describe the act or omission in question and include specifics, such as names, dates, times, places, etc. (Attach additional pages if necessary.)

State the specific remedy that you are seeking:

Do you plan to use conferees? If so, state their names:

If this is not a Level 1 grievance or appeal, what was the decision rendered in the previous level? (Attach copies of previous level decisions.)

Signature of Grievant

Date

Signature of Grievance Chair