Collective Bargaining Agreement
between
Ravenswood City School District
and Ravenswood Teachers’ Association

July 1, 2019 to June 30, 2022
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AGREEMENT

This is a binding Agreement between the Board of Trustees of the Ravenswood City School District (“District”) and the Ravenswood Teachers Association (“RTA” or “Association”). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code. This Agreement shall supercede any rules, regulations or practices of the District that are contrary to, or inconsistent with, its terms.
PREAMBLE

The Ravenswood City School District and Governing Board and the Ravenswood Teachers Association their mutual responsibility to work toward the achievement of quality education for all students in the Ravenswood City School District.

The Ravenswood Teachers Association, the exclusive representative for all Ravenswood teachers, and the Ravenswood City School District Governing Board have jointly entered into this Agreement, which enumerates the rights, benefits, and working conditions for all non-administrative certificated employees in the Ravenswood City School District and provides a democratic method for the resolution of problems.

Under this Agreement, the parties shall continue to pursue their individual interests in the spirit of mutual respect while working cooperatively towards their common goal of quality education for all Ravenswood public school students.
ARTICLE 1. RECOGNITION

The District recognizes the Association as the exclusive representative for the purpose of the Education Employment Relations Act (Government Code Section 3540, et seq.) for regular certificated employees, excluding all management, supervisory and confidential positions which include but are not limited to: Superintendent; Associate Superintendent; Assistant Superintendent; Business Manager; Principal; Assistant Principal; Administrative Assistant; Children’s Center teachers; day-to-day substitute teachers; summer school teachers and independent contractors. (Subject to the written concurrence of the Public Employment Relations Board the parties agree that long-term substitutes shall be excluded from the unit).
ARTICLE 2. ASSOCIATION RIGHTS

2.1 Use of School Facilities and Equipment

2.1.1 Definition

“Equipment” as used in this Article shall include computers, duplicating equipment, and all types of audio-visual equipment when such equipment is not otherwise in use.

2.1.2 Procedures

Representatives of the Association shall have the right to use school equipment and facilities at reasonable hours solely for purposes sanctioned by the Educational Employment Relations Act, and shall be subject to reasonable rules and regulations of the District, including the following:

2.1.2.1 Authorization

That an authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted on school property;

2.1.2.2 Interference with School Program

That the Superintendent or designee can verify that such requested activities and use of equipment and facilities will not interfere with school program and/or duties of unit members;

2.1.2.3 Availability

That such equipment and facilities are not otherwise in use by the District; and

2.1.2.4 Costs of Repair and Replacement

Provided, if any damage or unusual wear is incurred during the use of such equipment and facilities by the representatives of the Association, the Association agrees to pay for actual costs of repair and replacement.
2.2 Use of Bulletin Boards

The Association may use bulletin board spaces as designated by the site administrator and subject to the following conditions:

2.2.1 Posting Identification

All postings shall contain the date of posting and the identification. All postings shall be by the Association.

2.2.2 Designated Bulletin Board

The bulletin board space designated shall be identified with the name of the Association.

2.2.3 Posting Responsibility

An authorized Association representative shall have the responsibility of posting materials on the bulletin board and keeping such notices timely.

2.3 Use of Mailboxes

To the extent permitted by law, the Association shall be entitled to place material in the mailboxes of unit members. Such material will be accurately identified by the Association and approved by the Association President or designee. Placement shall be made by the building representative or other authorized Association representative.

2.4 Use of Lunch Periods and Breaks for Association Business

Unit members or Association officials will conduct all Association business during scheduled lunch periods and scheduled breaks, and at such other times that do not interfere with the instructional program or any District employee’s assigned duties.

2.5 Association Meetings

Association meetings called at any school are open only to members of the Association and/or members of the bargaining unit, unless invited by the Association.

2.6 Board Materials

The Association shall be provided a copy of the Board of Education agenda complete with supporting materials for each Board meeting at the same time Board members receive the agenda. The supportive materials shall be the
same as those provided members of the Board of Education except for those materials which are confidential.

2.7 Board Meetings

Upon request, a representative of the Association shall be allowed to address the Board for a reasonable length of time as determined by the Board or Board policy, but no less than five (5) minutes, on matters that affect the Association which are being discussed or scheduled to be acted upon at the Board meeting. This recognition shall occur after the Board has finished discussion on the item on which the representative of the Association wishes to address the Board but before a vote is taken upon the item.

2.8 Release Time

Association members using release time will record this time on the release time form provided by the Human Resources Department. The Association is to pay the cost of a substitute.

The Association shall notify the Director of Human Resources five (5) days prior to an Association representative using release time pursuant to this Article. All other normal procedures regarding certificated employee absences shall be followed. The Association’s use of release time for negotiations purposes shall not interfere excessively with the instructional program. Association release time for negotiation purposes shall not be used during state testing, i.e., CAASPP or its replacement.

2.8.1 The Association President or representative, designated by the President, shall receive up to a total of ten (10) days leave, during each school year, to carry on Association business.

2.8.2 The Association shall have a total of fifteen (15) release days each school year available for negotiation preparation for the Association to allocate among its bargaining team members as it deems necessary. Unused release days shall not carry over to the next school year.

2.8.3 In addition to the release time provided in sections 2.8.1 and 2.8.2, additional release time may be granted to the Association by mutual agreement between the District and the Association.

2.9 Representation

A bargaining unit member has the right to have an Association representative in attendance whenever derogatory complaints are discussed or reviewed in a meeting, informally or formally. A District administrator
may be present in any meeting with a student’s parent or guardian when an Association representative is present.

2.10 Access to New Employee Orientations and Unit Member Information

The purpose of this Article 2.10 is to implement Government Code Sections 3555-3559.

2.10.1 Definitions

For purposes of this Article 2.10, “newly hired employee,” “new hire” or “new employee” means any bargaining unit member, whether probationary, permanent, full-time, part-time, hired by the District and who is still employed as of the date of a new employee orientation addressed in this Agreement, including previously hired bargaining unit members.

2.10.2 Release Time for New Employee Orientation Meetings

The Association President or unit member designee shall receive thirty (30) minutes of release time to conduct each Association orientation meeting scheduled as described in 2.10.3, plus reasonable release time, to travel from the Association President or designee’s assigned school site to the orientation meeting. Each new unit member also will be released to attend a scheduled new employee orientation meeting.

2.10.3 Group New Employee Orientations

Group new employee orientations will be held once a month if new bargaining unit members have been hired since the last group orientation. The District and the Association agree that new employee orientations will be held as needed at 2:45 p.m. on the second Thursday of the month, September through May, that is a District work day. The District shall notify each newly hired bargaining unit member of the time, date and location of the new employee orientation meeting the unit member is required to attend. The Association shall have thirty (30) minutes at each group new employee orientation meeting, and District managers shall not be present during the Association’s portion of the meeting.

2.10.4 “Welcome Back” Work Day Meeting/Employee Orientation

The District will provide an opportunity during the District “welcome back” work day prior to the first day of school for the Association to hold a meeting of no more than sixty (60) minutes
with bargaining unit members for Association purposes. District managers shall not be present during the Association’s portion of the meeting.

2.10.5 Unit Member Information

The District shall provide the Association with a list of names and contact information for any newly hired unit members within five (5) working days of each District regular Governing Board meeting. The District will provide the Association with a list of all unit member names and contact information on the last working day of September, January, and May. The information will be provided to the Association electronically (in the electronic format in which the District holds the information and/or an Excel spreadsheet). The contact information provided by the District shall include the following information, if it has been provided to the District by the unit member:

First name, middle initial and last name;
Suffix (e.g. Jr., III);
Job title;
Department;
Work location;
Work telephone number;
Home street address including apartment number, city, state and zip code (five (5) or nine (9) digits);
Home telephone number (ten (10) digits);
Personal cellular telephone number (ten (10) digits);
Personal email address on file with the District;
Birthdate; and
Hire date.

2.10.5.1 Exception

As required by Government Code Section 6254.3, upon written request of a bargaining unit member to the Human Resources Department, the District shall not disclose the employee’s home address, home telephone number, personal cellular phone number, or birthdate.

2.10.6 Grievability

This Article 2.10 is grievable by the Association only, pursuant to Article 4.
ARTICLE 3. PROFESSIONAL FEES AND PAYROLL DEDUCTIONS

3.1 Dues Deduction

3.1.1 As required by Education Code Section 45060, the District shall honor employees’ voluntary revocable written authorizations for Ravenswood Teachers Association, CTA/NEA (RTA) dues and related deductions from bargaining unit employee salaries or wages. The District shall rely on a written certification from RTA requesting a deduction from employees’ salaries or wages confirming that RTA has and will maintain individual signed employee authorizations affirmatively consenting to RTA dues and related deductions that meet the requirements of state and federal law. RTA shall not be required to provide to the District a copy of individual bargaining unit members’ written authorizations unless a dispute arises about the existence or terms of the written authorization. To the full extent authorized by Education Code Section 45060, RTA shall indemnify the District for any claims made by any bargaining unit member for deductions made in reliance on RTA’s notification to the District.

3.1.2 Based on the certification from RTA described above, the District shall deduct, monthly, the amount of RTA regular and periodic dues and fees, and any special membership assessments as specified by RTA. Dues deduction for any individual bargaining unit member shall be made only upon the written request of RTA.

3.1.3 The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the RTA officer designated in writing by RTA as the person authorized to receive such funds, at the address specified.

3.1.4 Whenever there is a change in the amount required to be deducted from bargaining unit members’ salaries, RTA shall provide the District with notification of the change sufficiently before the effective date of the change to allow the District time to make the necessary payroll adjustments, and RTA shall provide the District with a copy of the dues change notification that has been sent to all impacted bargaining unit members.

3.1.5 The District shall provide RTA with a list of newly hired unit members as required by Article 2.10.

3.1.6 The unit member’s earnings must be sufficient after all other required deductions are made to cover the amount of RTA deductions authorized above. When a unit member is in unpaid
status for an entire pay period, no withholdings from future earnings will be made to cover that pay period. If a unit member is in unpaid status during a part of the pay period, and that unit member’s salary is not sufficient to cover the full required withholding, the District shall not deduct RTA dues. All other required deductions have priority over the RTA dues and other RTA deductions.

3.2 Change or Cancellation of Deductions

Dues deductions may be revoked only pursuant to the terms of the bargaining unit member’s written authorization. The District shall direct to RTA all bargaining unit member requests to cancel or change authorizations for payroll deductions for RTA dues and related deductions. RTA shall be responsible for processing these requests. As required by state law, the District shall rely on information provided by RTA to cancel or change authorizations, and to the full extent authorized by Education Code Section 45060, RTA shall indemnify the District for any claims made by any bargaining unit member for deductions made in reliance on that information.

3.3 Necessary Information

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
ARTICLE 4. GRIEVANCE PROCEDURE

The purposes of this procedure are to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

4.1 Definitions

4.1.1 Grievance

A “grievance” is an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, which directly and adversely affects the grievant.

4.1.2 Grievant

A “grievant” is any unit member(s) directly affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, or the Association.

4.1.3 Day

A “day” is any work day in the established regular teacher work year.

4.1.4 Immediate Supervisor

The “immediate supervisor” is the lowest level administrator who has been designated to adjust a grievance and who has immediate jurisdiction over the grievant.

4.2 Miscellaneous

4.2.1 Time Limits Requirements

4.2.1.1 Upon request and written mutual agreement, the time limits may be extended. Failure by the grievant to meet any time limit as specified for each level of the grievance procedure shall result in automatic settlement according to the last decision rendered for the particular grievance. Upon the District’s failure to meet any time limit as specified for each level of the grievance procedure, the grievant may appeal to the next level.

4.2.1.2 Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal, or written decision.
4.2.1.3 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the last day of the grievant’s work year, the timeline(s) shall resume on the first workday of the grievant’s succeeding work year.

4.2.2 **Grievance Processing Release Time**

When it is necessary for a grievant’s RTA representative to attend a grievance meeting with management, or necessary for bargaining unit witnesses to attend an arbitration hearing, then upon twenty-four (24)-hour written notice to the Superintendent or designee, the representative or witnesses will be released without loss of pay in order to permit participation in the meeting. As per the Educational Employment Relations Act (EERA), the grievant’s representative and witnesses shall be granted reasonable release time without loss of pay when preparing for a grievance, processing a grievance, conducting a grievance hearing and/or conferencing with an administrator during the workday.

4.2.3 **Unit Member Representative**

A representative of the unit member’s choosing may accompany any unit member at all steps of this procedure.

4.2.4 **Grievance Adjustment Without Association Intervention**

Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

4.2.5 **Grievance Files**

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 of the participants.

4.2.6 **No Reprisals**

No reprisals shall be taken by or against any participant in a grievance process by reason of such participation.
4.3  Informal Procedure, Level I

4.3.1 Within twenty-five (25) days after the grievant knew or should reasonably have known of the act or omission giving rise to the grievance, the grievant shall initiate the Informal Procedure by requesting in writing a meeting with the grievant’s immediate supervisor to discuss the grievance.

4.3.2 The grievant shall meet with the grievant’s immediate supervisor and may have a RTA representative present while attempting to resolve the potential grievance informally.

4.3.3 If the immediate supervisor does not have a decision at the end of the meeting, the immediate supervisor shall provide a written decision within five (5) days of the meeting.

4.4  Formal Grievance Procedure, Level II

4.4.1 Initiation of Formal Grievance

If the Level I response does not resolve the grievance to the satisfaction of the grievant, within ten (10) days of the Level I response, the grievant may submit a formal written grievance to the site administrator or designee.

4.4.2 Formal Written Grievance

The formal written grievance shall be filed on the Level II Form (Appendix A-1). The formal grievance shall include a clear, concise statement of the grievance, the circumstances involved, the specific section(s) of this Agreement believed to be violated, misinterpreted, or misapplied, and the remedy sought.

4.4.3 Immediate Supervisor Investigation

The immediate supervisor shall investigate the grievance and provide a written decision within ten (10) days after receiving the written grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

4.4.4 Personal Conference

Within the above time limits, either party may request a personal conference with the other party. The grievant shall have the right to have a representative present at any meeting the grievant may have with administration.
4.5 **Appeal Procedure with the Superintendent, Level III Grievance**

### 4.5.1 Appeal Form and Time Limits

If grievant is not satisfied with the decision rendered at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II, appeal the decision on the Appeal form to the Superintendent or designee (Appendix A-2). This statement shall include a copy of the original grievance and Level II response, a clear, concise statement of reasons for appeal and the specific remedy sought, which shall be the same as requested at Level II. The Superintendent or designee shall render a decision within fifteen (15) days of the Level III submission.

### 4.5.2 Grievant Representation

Within the above time limits, either party may request a conference with the other party. The grievant shall have the right to have a representative present at any meeting the grievant may have with administration.

4.6 **Level IV Appeal Procedure—Binding Arbitration**

#### 4.6.1 Time Limit

Within fifteen (15) days of the grievant’s receipt of the final decision at Level III, the Association may submit written notice to the Superintendent of its intent to arbitrate.

#### 4.6.2 Selection of the Arbitrator

The Association and the District shall attempt to agree upon the arbitrator within five (5) days from the Association’s submission of its intent to arbitrate. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Within five (5) days of receiving the list from the State Mediation and Conciliation Service, each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

#### 4.6.3 Costs of Arbitration

The fees and expenses of the arbitrator and the hearing shall be born equally by the District and the Association. All other expenses
shall be borne by the party incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of a court reporter shall be paid by the party requesting a court reporter. If one of the parties declines to share the expenses of a court reporter and subsequently requests a transcript of the arbitration proceedings or a copy of the transcript, that party shall be required to reimburse the other party for one-half (1/2) of the cost of the court reporter’s services and expenses.

4.6.4 Submission Agreement

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the responses at each step.

4.6.5 Arbitrability

If any question arises as to the arbitrability of the grievance, the question of arbitrability shall be decided by the arbitrator before hearing the merits of the grievance.

4.6.6 Findings and Awards

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the arbitrator’s findings and awards.

4.6.7 Limits of Arbitrator Authority

The District and the Association agree that the jurisdiction and authority of the arbitrator and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue as identified pursuant to Section 4.4.2 above. The arbitrator shall have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District to do an act prohibited by law.
4.6.8 **Binding Nature of Award**

The award and decision of the arbitrator shall be binding on all parties covered by this Agreement.
ARTICLE 5. CLASS SIZE

5.1 Maximum Class Size

The RTA and the District recognize the importance of maintaining class sizes that support quality teaching and fiscal accountability and responsibility.

Maximum Class Sizes will be observed as follows:

TK-3  24:1  
TK-3 P.E.  48:1  
Grades 4-8  31:1  
Grades 4-8 P.E.  62:1

Effective July 1, 2020, Maximum Class Sizes will be observed as follows:

TK-3  24:1  
TK-3 P.E.  48:1  
Grades 4-8  30:1  
Grades 4-8 P.E.  60:1

5.1.1 Student Services will consult with the site administrator, within the grade level(s) affected, after reviewing student enrollments, needs of the students, and needs of the programs.

5.1.2 If the classes in a grade are at class size maximum as stated above, and the District needs to place student(s) in excess of the class size maximum for that grade level, the site administrator will consult with the unit member(s) and request volunteers. In the event there are no volunteers the site administrator shall have the right to assign based on the student needs and use the procedures in Section 5.3.1 in determining the final placement of a new student.

5.1.3 Each classroom teacher with a student above the contract class size maximum will be compensated ten dollars ($10.00) per student per day while the student was on the attendance register.

5.2 Physical Education Classes

The District will attempt to group students according to grade levels in P.E. classes.
5.3 **Class Size Balance**

Except for variations at middle school, the following procedures will be used to balance class sizes to support quality teaching:

5.3.1 Preliminary student class placements for the next school year are recommended to the site administrator by grade level teams for currently enrolled students based on consideration of factors concerning each student, which include, but are not limited to:

   a. Recommendations of the Special Education team based on student needs,
   b. Academic levels,
   c. Behaviors,
   d. Gender,
   e. IEP/§ 504 Plan, and
   f. Special needs of the student (including physical and social/emotional).

5.3.2 The site administrator is responsible for final approval of student class placements and has the discretion to modify recommended student class placements. Both the current year “sending” grade level teams and the following year “receiving” grade level teams shall have an opportunity to review the site administrator-approved student class placements before the end of the school. Upon a unit member’s request, the site administrator shall provide the rationale for a change in a grade level team recommendation.

5.3.3 Considering the factors listed above in order to attempt to maintain balanced class sizes, site administrators may make adjustments to the preliminary class lists as required by student movement, including, for example, the departure of current students and the enrollment of new students during the summer break and at the beginning of the student school year.

5.4 **Review of Class Size**

With the available information, including known IEPs, the District will make a good faith effort to balance class sizes before the first day of school. Within one (1) month of the beginning of each trimester, the District shall conduct a review of class sizes, in accordance with Section 5.3.1. As part of this review, the District shall collect information on individual school enrollments in all schools and use this information to establish school site averages for similar classes.
5.5 Exceptions

Traditional large classes at middle school, (e.g., music classes, choral, band) are an exception to the maximum class sizes identified in Section 5.1.

5.6 Special Education

Within one (1) week of the District’s receipt of information regarding an enrolling student with an IEP/§504 Plan or in the assessment process, the District will share all available IEP/§504 Plan information about the student with the unit members assigned to serve the student. Within five (5) work days of receiving an enrolling student’s IEP/§504 Plan, the District will hold a meeting of all available unit members assigned to provide services to the student.
ARTICLE 6. NON-DISCRIMINATION AND ACADEMIC FREEDOM

6.1 Basis for Non-Discrimination

The District shall not discriminate against any unit member on the basis of race, color, religious creed, age, sex, gender, gender identity, gender expression, sexual orientation, genetic information, national origin, ancestry, domicile, marital status, medical condition, physical disability, mental disability, military and veteran status, or registered domestic partner status (consistent with Family Code Section 297.5).

6.2 Organizational Activities or Preferences

The District shall not predicate any adverse action upon a unit member’s organizational activities or preferences unless the District has reason to believe such activities may be contrary to law.

6.3 Quality of Instruction

It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age, ability and maturity of the student(s), and sensitive to the community needs and values of our diverse cultures and heritages.

Accordingly:

6.3.1 Academic Freedom

A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that the material is relevant to the District approved course content and appropriate to the age and grade level and within the scope of the law and Board policy.

6.3.2 Personal, Political, and/or Religious Views

In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political and/or religious views.
ARTICLE 7. HOURS OF EMPLOYMENT

7.1 Basic Work Day

7.1.1 On-Site Work Hours

The normal work day for regular classroom teachers and unit members not specifically excepted below shall require on site responsibilities beginning thirty (30) minutes before the start of school or their first assigned period and ending twenty (20) minutes after the last assigned period (including preparation assignments), which shall not exceed seven and one-half (7 1/2) hours, including lunch. Special Education Teachers, School Psychologists, Speech Language Pathologists and Reading Specialists/Literacy Coaches shall have a normal eight (8) hour workday as scheduled by the District including lunch.

7.1.1.1 Middle School Work Hours

Based on District needs, regular classroom teachers at the middle school may be assigned an extended day on a voluntary basis. Unit members will be compensated for an extended assignment that exceeds the contracted seven and one-half (7 1/2) work day by no more than thirty (30) minutes at the unit member’s hourly rate. Special Education Teachers who volunteer will be compensated at the hourly rate for the day being extended to 4:30 p.m. If Special Education Teachers do not volunteer, the time from 3:10 p.m.-4:00 p.m. continues to be used for regular duties as specified in Article 12.6.2.

7.1.1.2 Kindergarten Teacher Work Day

Kindergarten teachers shall have a fifteen (15) minute student-supervision-free break in the morning and a fifteen (15) minute student-supervision-free break in the afternoon.

7.1.2 Signing In and Out

Unit members shall, each workday, on the form provided by the District, sign in at the site administrator’s or designated office at the beginning of the workday and record the time he/she signs in, and sign out at the end of the workday and record the time he/she signs out.
7.1.3 **Off Site Hours**

Should a unit member leave the school site during the workday, he/she shall sign out and record the time he/she signs out prior to leaving the site, and sign in and record the time he/she signs in upon returning to the site.

7.1.4 **Other Work Hours**

It is recognized that the professional responsibilities of unit members require a commitment beyond the rigidly established seven and one-half (7 1/2) hours on site requirement.

7.1.5 **Special School Program Night**

Unit members are responsible for participation in Open House, Back-To-School Night, and at least one (1) other Special School Program Night, as mutually agreed upon by the unit member and administrator.

7.1.6 **Verification of Mandatory Activities that Extend Beyond School Day**

At the request of the unit member the District shall on school letterhead verify to the college or university the unit member’s participation in mandatory activities that extend beyond the school day.

7.2 **Lunch Periods**

7.2.1 **General Rules**

The workday for unit members shall include a forty (40) minute duty-free lunch relief period. In addition, each unit member shall be entitled to a daily fifteen (15) minute relief period. Reasonable exceptions to the above requirement will be made in cases of inclement weather or serious emergency; however, such exceptions shall provide for a thirty (30)-minute duty-free lunch.

7.2.2 **Decreased Lunch Period, Effects**

When lunch period is decreased due to reasonable exceptions, affected unit members will be allowed to leave campus ten (10) minutes early at the end of that workday.
7.3 Work Day Extension

The unit member’s workday may be extended up to eighty (80) minutes per month with no more than forty (40) minutes per meeting, for the purpose of general faculty meetings called by the site administrator, supervisor or the Superintendent. Unit members must receive a two (2)-week advance notice of these meetings.

7.4 Preparation Period

7.4.1 Grades TK-5 Classroom Teachers:

Except on minimum days, the District will normally provide forty-five (45) minutes of consecutive preparation time daily for regular classroom teachers in grades TK-5 as scheduled by the District. Preparation time shall be used for class preparation and upon reasonable prior notification, for parent, administrative and student conferences. On alternating Wednesdays that are District work days for teachers during the school year, regular classroom teachers in grades TK-5 shall be provided two (2) hours of preparation time, in addition to the preparation time set forth above. The additional preparation time shall be used for class preparation and upon reasonable prior notification, for parent, administrative, and student conferences.

On minimum days during the Report Card Conference Week, TK-5 unit members shall receive the following alternative preparation time schedule in order to accommodate all TK-5 unit members and available specialists:

a. During the first trimester, fifty percent (50%) of the classroom teachers shall receive forty-five (45) consecutive minutes of preparation time on one (1) of the two (2) minimum days. The Specialist teachers shall use the third minimum day for classroom and event preparation.

b. During the second trimester, fifty percent (50%) of the classroom teachers shall receive forty-five (45) consecutive minutes of preparation time on one (1) of the two (2) minimum days.

7.4.2 Middle School

7.4.2.1 On regular days, classroom teachers in grades 6 through 8 at the middle school will be provided one (1) preparation period per day. The preparation period will be the length
of the mode class period. In the event of a block schedule, on minimum days, including Report Card Conference Week, one (1) preparation period will be provided every other minimum day.

Preparation time shall be used for class preparation and, with reasonable prior notification, preparation time may be used for grade level/department collaboration, data analysis, and parent, administrative and student conferences.

7.4.2.2 On alternating Wednesdays that are District work days for teachers during the school year, regular classroom teachers in grades 6 through 8 shall be provided two (2) hours of preparation time, in addition to the preparation time set forth above. The additional preparation time shall be used for class preparation and upon reasonable prior notification, for parent, administrative, and student conferences.

7.4.3 Substitute Duty

When the District is unable to secure a substitute, unit members may volunteer, agree or be assigned to provide substitute coverage to all or parts of classes. Unit members may volunteer, agree or be assigned to provide substitute coverage during their preparation time. Unit members shall be paid for providing substitute coverage according to the daily substitute rate in proportion to the number of covered periods or increments of the covered class. Students shall be distributed in the appropriate grade levels whenever possible. The site administrator shall solicit volunteers before assigning a unit member to provide substitute coverage. Substitute coverage assignments will be made on an equitable and rotational basis.

7.5 Extracurricular Duty Assignment

The District administration shall establish equal apportionment among unit members of extracurricular duty assignments, as well as student supervision and safety activities, which are defined as school related activities not falling within the scope of regular curriculum, which are conducted during and after the regular instructional day.

7.6 District In-service/Site-Based Staff Development and Planning

By the second week of school, the Site Leadership Team and site administration shall meet and cooperatively develop a plan for the use of the
six (6) minimum days assigned on the calendar for Site-Based Staff Development. A copy of the agreed upon plan will be given to each staff member at that site. In the absence of agreement, the site administrator shall set the Site-Based Development and Planning. Site teachers shall evaluate the site-based in-service/professional development for all site-based in-service/professional development on the RTA/District form (Appendix B).

7.7 Regular Work Year

7.7.1 Definition

The regular work year for returning teacher unit members shall consist of one hundred eighty-six (186) workdays and shall consist of one hundred eighty-eight (188) workdays for new teacher unit members as set forth in the attached calendar. (Appendix C) This work year includes one hundred eighty (180) student days, four (4) professional development days, and two (2) set up days before the first student instruction day.

7.7.2 New Teacher Orientation

Unit members who are not employed in the District full time for the entire previous school year shall have two (2) additional days of orientation beyond that of returning unit members. The two (2) additional orientation days will be mandatory and compensated at the new unit member’s daily per diem rate.

7.7.3 Counselors, Nurses, Speech Language Pathologists and Psychologists

a. Counselors, Nurses, Speech Language Pathologists and Psychologists will typically be required to serve/work fifteen (15) days in addition to the work year provided in Sections 7.7.1 and 7.7.2 above, and shall be compensated at their current daily rates for each additional day they serve/work.

b. In order to ensure that there is School Psychologist coverage for every day during the summer break, School Psychologists’ fifteen (15) extra days of services shall stagger around the summer break, thereby allowing every Psychologist the opportunity to have an extended block of time off from work around the summer. School Psychologists will be notified by the first working day in May. The staggered schedule will provide year-round coverage for District students.
c. Psychologists Assignments

Psychologists assigned to the staggered schedule will be based upon seniority each year. After the Psychologist turns in the paper work for being paid for the fifteen (15) days, psychologists shall be paid according to the District’s payroll cycle. Step increase begins with the regular work year. In order to make payroll more uniform for the staggered Psychologists, paydays for days worked will coincide with the District’s payroll cycle at the end of the month.

7.8 Student Minimum Days – On-Site Work Hours

7.8.1 Professional Development Days

Two (2) alternating Wednesdays per month shall be used for site and/or District professional development activities. When District and site professional development activities are scheduled on student minimum days, the work day for regular classroom teachers shall be from 8:00 a.m. until 3:30 p.m.

7.8.2 Parent Conference Days

Parent conferences will be scheduled two (2) times a year at the end of the first and second trimesters, scheduled as follows:

Trimester 1 (Four (4) minimum days)

- One (1) day from 1:30 p.m. to 5:00 p.m.
- One (1) day designated by the site where regular classroom teachers and other unit members who participate in parent conferences will be released at 1:30 p.m. and will return to work for parent conferences scheduled from 5:00 p.m. to 7:00 p.m.
- Two (2) days from 1:30 p.m. to 3:30 p.m.

Trimester 2 (Three (3) minimum days)

- One (1) day from 1:30 p.m. to 5:00 p.m.
- One (1) day designated by the site where regular classroom teachers and other unit members who participate in parent conferences will be released at 1:30 p.m. and will return to
work for parent conferences scheduled from 5:00 p.m. to 7:00 p.m.

- One (1) day from 1:30 p.m. to 3:30 p.m.

Unit members who do not participate in parent conferences shall work their normal work day on parent conference days.
ARTICLE 8. EVALUATION PROCEDURE

8.1 Purpose/Definitions

8.1.1 Evaluation

The primary purpose of evaluation is the improvement of the competence of all unit members and thereby the improvement of the quality of education for all students in the Ravenswood City School District.

8.1.2 Procedure

This evaluation procedure shall be a comprehensive process implemented uniformly at all schools, and shall apply to all unit members.

8.1.3 Extension of Timelines

If any of the activities called for under this Article are impracticable because of the illness or absence of the unit member or evaluator, timelines set forth in this Article shall be extended to an equal number of days as the absence or illness.

8.1.4 Stull Act

Evaluation of unit members shall be in accordance with the provisions of the Stull Act (Education Code Section 44660 et seq.)

8.1.5 Days

For the purpose of this article, “days” means workdays unless otherwise stated.

8.1.6 Evaluator

For the purpose of this Article, “evaluator” means “evaluator or designee.”

8.2 Frequency of Evaluation

Evaluation and assessment of the performance of all unit members shall be made on a continuing basis.
8.2.1 **Probationary and Temporary Unit Members**

At least one (1) formal observation with written evaluation summary shall be made each school year for probationary and temporary unit members.

8.2.2 **Permanent Unit Members**

At least one (1) formal observation with written evaluation summary shall be made at least every other school year for permanent unit members. At least one (1) formal observation with written evaluation summary shall be made the following school year for permanent unit members who receive an “emerging” or “exploring” rating on their written evaluation summary.

By mutual written and signed agreement between the evaluator and unit member, a unit member with (10) years of more experience may be designated for a four (4)-year evaluation cycle by their evaluator and shall be evaluated once every four (4) years. The unit member or evaluator may withdraw the agreement at any time.

8.2.3 **All Unit Members**

All unit members due to be evaluated shall also receive a formal summative evaluation no later than thirty (30) days prior to the end of the school year.

8.3 **Areas of Evaluation**

8.3.1 **Scope of Evaluation**

Evaluations follow five (5) steps set forth in Articles 8.4-8.8, and are to follow the procedures set forth throughout Article 8. The evaluator shall evaluate and assess the competency of unit members as it reasonably relates to:

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 Student Learning

Standard 6 — Developing as a Professional Educator

District Professional Requirements

8.3.2 Formal Observation Ratings

To evaluate unit members according to the California Standards for the Teaching Profession, the “Formal Observation” form shall utilize the following ratings:

NA - Not Applicable therefore not observed

Level 1: Emerging

Level 2: Exploring

Level 3: Applying

Level 4: Integrating

Level 5: Innovating

8.3.3 Timelines

The following are the timelines by which the evaluation steps are to be completed. These timelines may be extended by mutual agreement of any unit member to be evaluated and the evaluator.

By the first work day in October: Unit members to be evaluated shall be notified.

By the last work day in October: Evaluator will meet with unit member(s) to review and clarify the evaluation process and timelines in accordance with the Collective Bargaining Agreement. The evaluator shall provide the unit member with a copy of Article 8.

By the last work day of January: Pre-observation conference for first scheduled formal observation and first formal observation for temporary and probationary unit members must be completed.

By the last work day of March: Pre-observation conference for first scheduled formal observation and first formal observation for permanent unit members must be completed.
At least thirty (30) calendar days prior to the last work day: All final evaluation conferences, summative evaluations and formal evaluation reports must be completed.

8.4 Evaluation Step 1 – Notification

8.4.1 General Rules

Unit members to be evaluated during a particular school year shall be notified by the evaluator no later than the first working day of October of the year in which the evaluation is to take place.

8.4.2 New Unit Members

Unit members who begin work after the first working day of October, but before twenty-five percent (25%) of the work year has expired, will receive a copy of Article 8 within ten (1) work days of their first day of work.

8.4.3 Notification to Unavailable Unit Members

Unit members who are ill or otherwise unavailable to be notified pursuant to Article 8.3.3 shall receive written notice sent by electronic mail to their District email address and certified mail sent to the unit member’s last known address and postmarked on or before the first work day in October of the year in which they are to be evaluated.

8.5 Evaluation Step 2 – Planning Meeting

8.5.1 The unit member(s) being evaluated and the evaluator shall meet no later than the last work day of October.

The purpose of the planning meeting shall be as follows:

a. To review and clarify the evaluation process, all evaluation forms and timelines as described in Article 8. The evaluator shall provide the unit member with a copy of Article 8.

b. To identify the three (3) standards that will be the focus of the unit member’s evaluation. The unit member shall select one (1) standard. The evaluator shall select one (1) standard. The third standard shall be the standard selected by the District for a District-wide focus. In the
absence of a District-wide focus, the third standard shall be selected by the unit member.

c. To discuss objectives and standards to be achieved during the evaluation period.

d. To discuss a timeline of observations, conferences and final evaluation dates.

8.6 Evaluation Step 3 — Formal Observations

8.6.1 The timelines for the first formal observation are described in Article 8.3.3. The first formal observation will be preceded by a pre-observation conference in which the time and date are specified and the objective of the lesson is discussed. The pre-observation conference will be held at least two (2) days prior to the first formal observation. The formal observation will be scheduled by mutual agreement.

8.6.2 Formal observations shall last at least forty-five (45) minutes or one (1) full classroom period whichever is greater at the TK-5 level, and at least one (1) full period at grades 6-8.

8.6.3 The formal observation shall take place no later than ten (10) days after the pre-observation conference. However, the evaluator may unilaterally cancel the formal observation not more than twice before the end of the timelines set forth in Article 8.3.3. After the formal scheduled observation begins, the evaluator may reschedule due to emergency circumstances at the school site and must inform the unit member of the circumstances. If the evaluator or unit member is absent due to illness or emergency, the two (2) parties shall mutually agree to a new observation date. If the unit member is responsible, by absence for an inability to schedule the formal observation within the timelines set forth in Article 8.3.3, then the timelines for conducting the formal observation shall be extended by the number of days of the unit member’s absence. If the formal observation is cancelled twice by the unit member’s absence, the evaluator shall conduct an unscheduled formal observation. If the unit member is not responsible for the inability to schedule the observation with the timelines and the formal observation cannot take place within the Article 8.3.3 timelines, the unit member’s evaluation shall be conducted the following year.

8.6.4 If the formal observation is rescheduled, then the unit member and the evaluator shall follow Article 8.6.1 to arrange for the rescheduled formal observation.
8.6.5 A post-observation conference must be held within five (5) work
days of the formal observation. At the conference, the unit member
will receive a copy of the “Formal Observation” form(s) completed
by the evaluator.

8.6.6 A unit member who receives a rating of “emerging’ or “exploring” on
a formal observation shall have a minimum of two (2) additional
formal observations, pre- and post-observation conferences and
written assessment. A post-observation conference and a planning
meeting/pre-observation conference may be concurrent.

8.7 Evaluation Step 4 – Correcting Areas of Improvement

In the case of formal observation(s) rated “emerging’ or “exploring,” the
evaluator shall take positive action to assist the unit member in correcting
any cited areas of improvement. The evaluator’s role to assist the unit
member shall include, but not be limited to the following:

a. Specific recommendations for improvement;

b. Direct assistance to implement the recommendations;

c. Provisions of additional resources to be utilized to assist with
improvement such as: PAR, Literacy Coach support, release time to
observe other teachers identified by the evaluator, or other District-
provided training or support.

d. Techniques to measure improvement;

e. Time schedule to monitor progress.

8.8 Evaluation Step 5 — Formal Summative Conference

A formal summative conference between the unit member and evaluator
shall be held no later than thirty (30) calendar days prior to the end of the
school year to discuss the content of the formal summative form. At the
conference, the evaluator shall provide the unit member with a copy of the
final evaluation form, “Summative Evaluation.” In the event the unit member
disputes the content, within ten (10) work days of the Formal Summative
Conference, the unit member may prepare and submit to the Human
Resources Department a written statement which shall be attached to the
formal summative evaluation.
8.9 Modification of Objectives and Standards

During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The unit member or evaluator may initiate a change of these objectives and standards in the manner prescribed in Section 8.5.1.b above.

8.10 Evaluation Forms

8.10.1 Forms

Only the evaluation forms attached to this collective bargaining agreement as Appendix D shall be used to evaluate unit members.

8.10.2 Material Considered for Formal Summative Evaluation

In preparing the final evaluation form, “Summative Evaluation,” for placement in the unit member’s personnel file, the evaluator shall rely in part upon data collected through classroom observations and conferences. Any areas of improvement which may have been brought to the attention of the unit member and subsequently corrected, shall not be included in the final evaluation form.

8.11 Identification of Constraints

A unit member shall have the right to identify in writing any constraints that the unit member believes may inhibit his/her ability to meet the objectives and standards established and the unit member’s statement regarding identified constraints shall be attached to the final evaluation.

8.12 Unit Member Participation

Unit members shall not evaluate other unit members. Unit member involvement in the Peer Assistance and Review Program for Teachers shall not violate Article 8.12 of this Agreement. Functions performed pursuant to Article 16 by unit members shall not constitute either management or supervisory functions.

8.13 Evaluations Content

The evaluation of unit members pursuant to this Article shall not include or be based upon the following:

8.13.1 Publisher’s norms established by standardized tests.

8.13.2 Any test result/programs excluded by law.
8.14 Performance Improvement Plan and Peer Assistance and Review Program

8.14.1 Procedures

No unit member shall be required to participate in an improvement program unless each of the following conditions has been met:

a. The unit member had a formal observation rated “emerging” or “exploring” during the school year and the evaluator provided reasonable assistance, and the area for improvement has not been improved;

b. Following the first year’s evaluation rated “emerging” or “exploring,” the unit member has been given notice that the unit member shall be required to participate in performance improvement plan. (This in no way diminishes the District’s right at any time to implement Education Code Section 44932).

8.14.2 Performance Improvement Plan

In the event a unit member receives an “emerging” or “exploring” rating in two (2) key elements of the three (3) selected standards (Article 8.5) in the California Standards for the Teaching Profession (CSTPs) (one (1) through six (6)), the unit member shall participate in a performance improvement plan.

In the event a unit member who has not received an “emerging” or “exploring” rating in two (2) key elements in the selected CSTPs is requested to participate in an improvement program, the unit member's participation shall be voluntary.

8.14.3 Conditions of Performance Improvement Plan

a. Evaluators shall use the Performance Improvement Plan form included as Appendix D.

b. The performance improvement plan shall be discussed by the unit member and the unit member’s evaluator; in the absence of mutual agreement, the evaluator’s determination of the content of the performance improvement plan shall prevail.

c. Release time shall be provided to the unit member when required by the steps of the performance improvement plan.
d. The performance improvement plan shall relate to the cause(s) creating the overall rated “emerging” or “exploring” evaluation.

e. If the performance improvement plan includes peer participation, the relationship between the participating unit member and peer shall be confidential.

f. Upon the completion of the performance improvement plan, the unit member shall be reevaluated.

8.14.4 Peer Assistance and Review Program

Notwithstanding any other provision of Article 8.14, any unit member who receives “emerging” or “exploring” ratings in two (2) key elements in the California Standards for the Teaching Profession (one (1) through six (6)) shall participate in the Peer Assistance and Review Program (PAR) as set forth in Article 16 of the Agreement or other performance improvement plan as described in Article 8.14.3.

8.14.5 Results of Participation in Peer Assistance and Review Program

The results of a unit member’s mandatory participation in the Peer Assistance and Review Program shall be made available as part of the evaluation conducted pursuant to Education Code Section 44664 and Article 8. The evaluator shall have the discretion as to whether and how to use the results of a unit member’s participation in the evaluation.

8.14.6 Additional Observation/Evaluation and Performance Improvement Plan

Evaluators shall rate unit members on all areas on the evaluation forms. Where a unit member receives a rating “emerging” or “exploring” in two (2) or more areas of evaluation that were not one of the three (3) subject area(s) that were identified as the focus of the evaluation (see Article 8.5), then:

a. The evaluator shall conduct further observation of the areas within six (6) weeks;

b. If further observation reveals performance that is rated as “emerging” or “exploring,” then a performance improvement plan will be developed; and
c. The following school year, the unit member will have a mandatory performance improvement plan to address the identified area(s) where the unit member was rated “emerging” or “exploring.”

8.15 Complaint Used in an Evaluation

8.15.1 Written Statement

If an evaluation is based upon derogatory information, charges or complaints by students, parents, or employees other than the evaluator, the derogatory information must be reduced to writing and then the unit member has the right to:

a. Be given a copy of the complaint or derogatory information within five (5) working days of receipt of the complaint or derogatory information by the District, if derogatory information/complaint is utilized in the evaluation of a unit member;

b. Meet with the specific person making the complaint if the complainant agrees to meet with the unit member;

c. Respond in writing to any complaint or derogatory information and attach to the unit member’s response;

d. Appeal the evaluator’s decision regarding the complaint to the Superintendent or designee, other than a site administrator, within five (5) working days of the disposition of the complaint by the evaluator should the unit member disagree with the evaluator’s disposition of the complaint. The decision of the Superintendent regarding the complaint shall be final. The Superintendent shall sign the written disposition.

8.15.2 Public Charges Affecting Evaluation

If any parent or citizen complaint is utilized against a unit member, the complaint shall be reported to the unit member by the receiving administrator within five (5) work days of receipt of the complaint.
ARTICLE 9. LEAVES OF ABSENCE PROVISIONS

The intent of this Article is to provide the leaves required by state and/or federal law, including, for example, laws regarding family care and medical leave (FMLA and CFRA), Pregnancy Disability Leave (California), parental leave (California Education Code) and implementing regulations. In the event of a conflict between this Article and the law and/or implementing regulations, the law and/or implementing regulations shall prevail.

9.1 General Provisions

The District will comply with the Family Care and Medical Leave Laws. (The current pertinent requirements are set forth in Appendix E).

The District agrees to implement Education Code Section 44977.5.

9.1.1 Absence Without Leave

Unit members taking absences without leave may be subject to written reprimand and loss of pay. Repeated abuses of absence without leave shall subject the unit member to loss of pay, reprimand and/or dismissal, except for absences clearly beyond the control of the unit member.

9.1.2 Approved Leave of Absence

Unless otherwise agreed, a unit member on a paid or unpaid leave of absence approved by the Board of Education of four (4) school months duration or less shall be entitled to return to the same position or position similar to that held immediately before commencement of the leave. A unit member shall receive credit for annual salary increments for a paid leave. Unit members who fail to return by the date agreed shall be considered to have resigned unless an extension has been requested from and granted by the Board.

9.2 Personal Illness and Injury Leave (Sick Leave)

9.2.1 Sick Leave

Full-time unit members shall be entitled to accrue sick leave with full pay for purposes of personal illness, injury, pregnancy disability, or quarantine at the rate of one (1) day for each school month of contracted employment, according to the following schedule:
a. Basic work year from one hundred eighty-six (186) work days to two hundred one (201) work days, ten (10) days of sick leave. (Subject to calendar negotiation.)

9.2.2 Unused Sick Leave

Unused sick leave days shall accumulate from year to year without limit.

9.2.3 Accumulations and Transfer of Sick Leave

The full year’s credit of current sick leave shall be available and can be used on the first day of contracted service, with accumulated sick leave added to it. Sick leave accumulated in other California school districts shall be transferred in accordance with Education Code 44979.

9.2.4 Prorated Sick Leave

Sick leave shall be prorated on the basis of one (1) day per school month for contracted service less than the basic year.

9.2.5 Statements of Personal Illness and Injury Leave

The District shall provide each unit member with a written statement of (1) the accrued personal illness and injury leave total and (2) the personal illness and injury leave entitlement for the school year. The statement shall be provided no later than the last day of the first teaching month of each school year.

9.2.6 Accrued Sick Leave upon Retirement

Upon retirement, the unit member’s accrued sick leave, if any, may be applied towards service credit in accordance with State Teachers Retirement System (STRS) regulations.

9.2.7 Verifications of Reasons for Absence

a. The Superintendent, Superintendent’s designee, or the unit member’s supervisor may require a physician’s or other verification as to an unit member’s reasons for absence longer than four (4) work days or when a pattern of absence is established to indicate unit member malingering, and the unit member is advised that verification will be required for that absence prior to returning to work.
b. A unit member shall not be compensated for a day of absence on the work day before or work day after a holiday or before or after a school break unless the unit member provides the District with a medical doctor's written verification of illness or proof of an emergency on the day of return to work.

9.2.8 Physician's Statement

If requested, it shall be the unit member's responsibility to present a physician's statement certifying the unit member's fitness to return to full-time duty after an absence due to the unit member's illness or injury.

9.2.9 Notification of Absence and Return to Work

A unit member shall utilize the District online substitute system no later than 7:30 a.m. of the day of an absence that the unit member will not be present in order to provide the District time to secure a substitute, unless there are emergency circumstances. The unit member shall contact the Principal or designee no later than 2:00 p.m. on the day before returning to work in order to notify the District that the unit member is returning. If emergency circumstances prevent the unit member from providing the required notice, the unit member shall notify the District as soon as possible and also explain the emergency circumstances.

9.2.10 Increments for Use of Sick Leave

A unit member who is absent for one-half (1/2) day or less shall have one-half (1/2) day deducted from the accumulated leave; and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.

9.3 Paid Family Care Policy Leave (Labor Code § 233)

In any school year a unit member may use up to a maximum of five (5) days of leave that is credited under Section 9.2.1 for any of the following reasons:

9.3.1 Diagnosis, care, or treatment of the unit member's existing health condition or preventive care for the unit member; or

9.3.2 Diagnosis, care, or treatment of an existing health condition of, or preventive care for a unit member's family member. For the purposes of using sick leave under this Section 9.3 only, “family member” shall mean a unit member's parent, child, spouse,
registered domestic partner, parent-in-law, sibling, grandchild or
grandparent.

9.3.3 In addition, with appropriate certification a unit member who is a
victim of domestic violence, sexual assault, or stalking may use
accrued paid sick leave under this Section 9.3 for the following
reasons:

- To obtain or attempt to obtain any relief, including, but not
limited to, a temporary restraining order, restraining order,
or other injunctive relief, to help ensure the health, safety, or
welfare of the victim or the victim’s child;

- To seek medical attention for injuries caused by domestic
violence, sexual assault, or stalking;

- To obtain services from a domestic violence shelter, program,
or rape crisis center;

- To obtain psychological counseling related to an experience of
domestic violence, sexual assault, or stalking;

- To participate in safety planning and take other actions to
increase safety from future domestic violence, sexual assault,
or stalking, including temporary or permanent relocation.

9.3.4 The provisions of Sections 9.2.7 Verification of Reasons for Absence;
9.2.9 Notice of Absence and Return to Work; and 9.2.10 Increments
for Use Of Sick Leave apply to a unit member’s use of personal
illness or injury leave for Paid Family Care Leave. A unit member
shall use this leave before using the leave in Section 9.11 (Personal
Necessity).

9.3.5 This Section 9.3 does not extend the maximum period of leave to
which a unit member is entitled under the Family and Medical
Leave Act of 1993 (FMLA) (29 U.S.C. Section 2606, et seq.), the
California Family Rights Act (CFRA) (Government Code Section
12945.2) and District policies implementing these Acts regardless of
whether the unit member receives sick leave compensation during
that leave.

9.4 Pregnancy Disability Leave

As provided in Government Code Section 12945, a pregnant unit member is
titled to an unpaid leave of up to four (4) months, as needed, for the
period(s) of time the unit member is affected or disabled by pregnancy as
determined by her health care provider. There is no length of service requirement to be eligible for Pregnancy Disability Leave or pregnancy-related accommodations.

9.4.1 Definitions that apply to Article 9.4

9.4.1.1 “Affected by Pregnancy” means that because of pregnancy, childbirth, or a related medical condition, or a “condition related to pregnancy, childbirth, or a related medical condition,” as set forth in Government Code Section 12945, it is medically advisable for an employee to transfer or otherwise to be reasonably accommodated.

9.4.1.2 A woman is “disabled by pregnancy” if, in the opinion of her health care provider, she is unable because of pregnancy to perform any one or more of the essential functions of her job or to perform any of these functions without undue risk to herself, to her pregnancy’s successful completion, or to other persons.

9.4.2 Reasonable Accommodation for Pregnancy-Related Disabilities

9.4.2.1 Any unit member who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. If a unit member requests an accommodation based on health care provider’s advice that an accommodation is medically necessary, the District and the unit member shall engage in an interactive process to identify an appropriate accommodation.

9.4.2.2 Any temporary transfer or other reasonable accommodation provided to an unit member affected by pregnancy will not reduce the amount of the unit member’s four (4) month Pregnancy Disability Leave time the unit member unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work. An accommodation that involves a reduced work schedule or intermittent leave will be deducted from the unit member’s four (4) month leave.

9.4.2.3 The District will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an unit member affected by pregnancy if: she requests a transfer or other accommodation; the
request is based upon the certification of her health care provider as “medically advisable”; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

9.4.2.4 As part of this accommodation process, no additional position will be created and the District will not discharge another unit member, transfer another unit member with more seniority, or promote or transfer any unit member who is not qualified to perform the new job.

9.4.3 Advance Notice and Medical Certification

Using the District’s Certification of Health Care Provider form, a unit member should provide at least thirty (30) days advance notice or notice as soon as practicable of the unit member’s need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

9.4.4 Use of Sick Leave During Pregnancy Disability Leave

A unit member is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave. If a unit member exhausts her accrued sick leave and remains on leave, intermittent leave or reduced work schedule, she will use Extended Sick Leave/Differential Leave under Article 9.8. Use of sick leave and Extended Sick Leave/Differential Leave will not extend the available Pregnancy Disability Leave under this Article 9.4.

If a unit member exhausts her accrued sick leave and remains on a leave or working intermittently/a reduced work schedule, she will use her 5 months of Extended Sick Leave/Differential Leave under Article 9.8. Use of such sick leave and Extended Sick Leave/Differential Leave will not extend the available leave of absence time. Sick leave hours will not accrue during any unpaid portion of the leave of absence,

9.4.5 Health and Welfare Benefits

The District shall maintain its contribution toward health and welfare benefits during any unpaid portion of a Pregnancy Disability Leave for a period of up to four (4) months, as defined above, on the same terms as they were provided prior to the leave time.
If an unit member takes additional leave of absence following a Pregnancy Disability Leave that qualifies as California Family Rights Act (“CFRA”) leave, the District will continue to maintain its contribution toward health and welfare benefits for the duration of the unit member’s unpaid CFRA leave, up to a maximum of twelve (12) work weeks in a fiscal year.

9.4.6 Unit Member Status

During a pregnancy disability leave, the unit member shall retain employee status, and the leave shall not constitute a break in service for any purpose under this Agreement except that the leave shall not count toward completion of probation.

9.4.7 Miscarriage or Death of a Child or after Childbirth

If a unit member is on pregnancy disability leave, or childbearing, or childbearing preparation leave (Article 9.6), and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which employee unit member is qualified, the District will assign the unit member as soon as possible.

9.4.8 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

9.4.8.1 A pregnancy disability leave shall run concurrently with the unit member’s leave entitlement under the federal Family and Medical Leave Act (FMLA).

9.4.8.2 The right to take pregnancy disability leave is separate and distinct from the right to take leave under the California Family Rights Act (CFRA). A unit member’s own disability due to pregnancy, childbirth or related medical conditions is not a “serious health condition” under CFRA.

9.4.8.3 At the end of the unit member’s period(s) of pregnancy disability leave, or at the end of four (4) months of pregnancy disability leave, whichever occurs first, a CFRA-eligible unit member may request to take CFRA leave of up to twelve (12) workweeks for reason of the birth of her child, if the child has been born by this date. (See Section 9.9 for terms of this additional available leave.)
9.4.9 Return to Position After Pregnancy Disability Leave

9.4.9.1 Subject to state law and regulations regarding Pregnancy Disability Leave, the unit member on pregnancy disability leave shall be entitled to return to the same position, or, if the District is excused by law, to a comparable position to that held at the time the leave commenced. Under no circumstances is this language intended to provide rights beyond that which the unit member would have enjoyed had the unit member not been on leave. A unit member has no greater right to reinstatement to the same position or to a comparable position than she would have if the unit member had not been on leave.

9.4.9.2 As a condition of a unit member's return from Pregnancy Disability Leave, the unit member shall obtain from her health care provider a release to return to work stating that she is able to resume her job duties with or without reasonable accommodation.

9.4.9.3 If the unit member and the District have agreed upon a definite date of return from pregnancy disability leave, the unit member will be reinstated on that date if the unit member gives the District at least five (5) work days advance notice that the unit member is able to return on that date. If the length of the pregnancy disability leave has not been established, or if it differs from the original agreement, the unit member will be returned to work within two (2) work days, where feasible, after the unit member notifies the District of her readiness to return.

9.4.9.4 If the District is excused by law from reinstating the unit member to the same position, unless also excused by law, the District will reinstate the unit member to a comparable position on her scheduled return date or within sixty (60) calendar days of her scheduled return date.

9.4.9.5 At the expiration of Pregnancy Disability Leave, if a unit member takes a CFRA leave for reason of birth of her child, the unit member's right to reinstatement to her job is governed by CFRA. Under CFRA; the District may reinstate a unit member to either her same or a comparable position.
9.5 Leave Without Pay for Child Rearing

9.5.1 Acceptable Leave

Leave without pay or other benefits shall be granted to an unit member who applies for such leave prior to going on pregnancy disability leave, prior to adoption of a newborn baby, or in the event of the unit member’s spouse’s death during childbirth. In all other cases, leave without pay or other benefits may be granted to a unit member for child rearing.

9.5.2 Requests for Leave

The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) days prior to the day on which the leave is to begin. The request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

9.5.3 Duration of Leave

The duration of such leave for a unit member with a newborn baby (natural or adopted) shall consist of no more than the remainder of the current school year and may be extended for the following school year. An extension of such leave may be granted, not to exceed an additional twelve (12) months. Child rearing leaves may be granted in accordance with this section for an employee with an older child (i.e., other than newborn or newly adopted).

9.5.4 Use of Accrued Sick Leave

The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on leave for child rearing.

9.5.5 Employment Status

There shall not be a diminution of employment status for child rearing except that no unit member shall be entitled to compensation, increment, nor shall the time taken on child rearing count toward credit for permanent teachers in earning tenure status.

9.5.6 In the Event of the Death of the Child
If a unit member is on leave for childbearing preparation and in the event of a miscarriage or death of the child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member as soon as possible.

9.6 Leave Without Pay for Child Bearing Preparation

Leave without pay or other benefits may be granted to a unit member for preparation for childbearing.

9.6.1 Request for Leave

The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) days prior to the date on which the leave is to begin. The request shall be in writing and shall include a statement as to the dates the employee unit member wishes to begin and end the leave without pay.

9.6.2 Duration of Leave

The duration of such leave shall consist of no more than the remainder of the current school year.

9.6.3 Use of Accrued Sick Leave or Paid Leave

The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on childbearing preparation leave.

9.6.4 Employment Status

There shall not be a diminution of employment status for child bearing except that no unit member shall be entitled to compensation, increment, nor shall the time taken on child bearing preparation leave count toward credit for probationary teachers in earning permanent status.

9.6.5 In the Event of the Death of the Child

If a unit member is on leave for childbearing preparation and in the event of a miscarriage or death of the child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is
qualified, the District will assign the unit member as soon as possible.

9.6.6 Relationship to Pregnancy Disability Leave

Leave for Child Bearing Preparation shall end and Pregnancy Disability Leave shall begin when the unit member provides the notice and medical certification required in Article 9.4.3.

9.7 Parental Leave (Maternity/Paternity Leave)

9.7.1 Parental Leave, Defined

For purposes of this section, “parental leave” is defined as leave for reason of the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member.

9.7.2 Interpretation of Parental Leave

This Section 9.7 is based on Education Code Section 44977.5 and shall be interpreted and implemented in compliance with Section 44977.5 as amended by the California Legislature or interpreted by a court with jurisdiction over the District and RTA.

9.7.3 During each school year, a unit member may use the unit member’s accrued sick leave for purposes of parental leave for a period of up to twelve (12) workweeks and can be used intermittently during the twelve (12) month period.

9.7.4 Parental leave does not have to be taken in one (1) continuous period of time. Any leave(s) shall be concluded within one (1) year of the birth or foster care or adoption placement of the child with the unit member. The basic minimum duration of the leave shall be two (2) weeks. However, the District shall grant a request for two (2) occasions and may grant requests for additional occasions less than two (2) weeks.

9.7.5 When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty on account of parental leave pursuant to Government Code Section 12945.2 (CFRA), the unit member is entitled to receive differential pay during the remainder of the twelve (12)-work week period in which the absence occurs. The unit member is guaranteed to receive no less than fifty percent (50%) of the unit member’s salary even if the pay for the substitute employed to fill
the unit member’s position during the absence exceeds fifty percent (50%) of the unit member’s salary. The same applies even if no substitute unit member has been employed. The District shall make every reasonable effort to secure the services of a substitute.

9.7.6 For purposes of parental leave under this Section 9.7, all of the following apply:

(1) The twelve (12)-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

(2) A unit member shall not be provided more than one (1) twelve (12)-week period for parental leave during any twelve (12)-month period.

(3) Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Government Code Section 12945.2 (CFRA). The aggregate amount of parental leave taken pursuant to this section and Government Code 12945.2 (CFRA) shall not exceed twelve (12) workweeks in a twelve (12)-month period.

9.7.7 This Section 9.7 shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the Governing Board of the District.

9.7.8 Notwithstanding Government Code Section 12945.2(a) (CFRA) a unit member is not required to have one thousand two hundred fifty (1,250) hours of service with the District during the previous twelve (12)-month period in order to take parental leave pursuant to this Section 9.7.

9.8 Extended Illness Leave

During each fiscal year, if a unit member has exhausted all of the available sick leave, including accumulated sick leave and is still absent from duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the unit member’s employment, the amount deducted from the salary due the unit member shall not exceed the sum that is actually paid a substitute employed to fill the absent unit member’s position or, if no substitute was employed, the amount that would have been paid to the substitute if one had been employed. The sick leave described in Sections 9.2.1 and 9.2.3 and the five (5) month period described in this Section 9.8 shall run consecutively. A unit member shall
not be provided more than one (1) five (5) month period per illness or accident. If a school year terminates before the five (5) month period is exhausted, however, the unit member may take the balance of the five (5) month period in a subsequent school year.

9.9 Family Care & Medical Leave

9.9.1 Generally

Each eligible bargaining unit member is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended, as provided in AR 4161.8/4261.8/4361.8 approved by the Governing Board and attached as Appendix E-1. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

9.9.2 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the unit member may be entitled for the same qualifying reason. A unit member is required to utilize the unit member’s accrued sick leave for FMLA/CFRA qualifying absences due to the unit member’s own serious health condition.

9.9.3 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this Article 9.9 is the addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which a unit member may be qualified under state law (CFRA only. See Article 9.4.)

9.9.4 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time unit member must have been employed by the District for at least twelve (12) months (fifty-two (52) weeks), which need not be consecutive, and have actually worked at least one thousand two hundred fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

9.9.5 Family Care and Medical Leave Entitlement
Subject to state and federal law, including the FMLA and CFRA, (Collectively “FMLA Leave”) an eligible unit member is entitled to a total of twelve (12) workweeks of unpaid leave in a twelve (12) month period for any of the following reasons:

9.9.5.1 The birth of a child and to care for the newborn child within twelve (12) months following birth (FMLA and CFRA) (“Bonding Leave”); 

9.9.5.2 The placement with the unit member of a child in connection with adoption or foster care of the child by the unit member and care for the newly placed child (FMLA and CFRA) (“Bonding Leave”); 

9.9.5.3 To care for the unit member’s child, parent, spouse, with a serious health condition (“FMLA and CFRA”); 

9.9.5.4 Because of a unit member’s own serious health condition (“Serious Health Condition Leave”) that makes the unit member unable to perform the functions of the unit member’s position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by Pregnancy Disability Leave. (Pregnancy disability counts toward California Pregnancy Disability Leave and FMLA only.) 

9.9.5.5 Because of any “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s active duty or call to active duty in a foreign country as a member of the military reserves, National Guard or Armed Forces (“Military Exigency Leave”) (FMLA only.) 

9.9.6 Definitions Under Family Care and Medical Leave

9.9.6.1 Child

“Child” is defined as a biological, adopted, or foster son or daughter, stepson or stepdaughter, legal ward, or child of a unit member who is under eighteen (18) years of age or an adult dependant child.

9.9.6.2 Parent

“Parent” is defined as a biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco parentis to the unit member when the unit
member was a child. Parent does not include parent-in-law.

9.9.6.3 **Spouse**

“Spouse” means partner in marriage as defined in Family Code Section 300 or a registered domestic partner as defined in the California Family Code and includes same-sex partners.

9.9.6.4 **Domestic Partner** is defined as the registered domestic partner of an eligible unit member.

9.9.6.5 **Qualifying Exigency (FMLA only)**

“Qualifying exigency” means short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangement, counseling, rest and recuperation, post-deployment activities, and parental care. These terms defined and the terms and conditions of military exigency leave are described in more detail in 29 CFR 825.126, attached as Appendix E-2.

9.9.6.6 **Twelve (12)-month Period**

The twelve (12)-month period for purposes of family care and medical leave under this Article 9.9 is a fixed twelve (12)-month period from July 1 to June 30 of any year.

9.9.7 **Length of Leave**

9.9.7.1 If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be twelve (12) work weeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; and (3) Serious Health Condition Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible unit member may be entitled to additional leave under applicable law. When the reason for leave is Bonding Leave and both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of twelve (12) work weeks off between the two (2) of them. When the reason for leave is Family
Care Leave and if both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of twelve (12) work weeks off between the two of them under Fed-FMLA. The twelve (12)-month period is a fixed twelve (12)-month period from July 1 to June 30 of any year.

9.9.7.2 The maximum amount of FMLA Leave for an unit member wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) work weeks in a single twelve (12)-month period. A "single twelve (12)-month period" begins on the date of your first use of such leave and ends twelve (12) months after that date. (FMLA only.)

9.9.7.3 Under some circumstances, a unit member may take FMLA Leave intermittently which means taking leave in blocks of time, or by reducing the unit member's normal weekly or daily work schedule. If a unit member is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Unit members who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the District’s operations. A unit member must contact his/her manager and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the District may require a unit member to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If a unit member’s request for intermittent leave is approved, the District may later require a unit member to obtain recertifications of his/her need for leave.

9.9.7.4 To the extent required by law, leave beyond an unit member's FMLA Leave entitlement will be granted when the leave is necessitated by an unit member's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (“ADA”) and/or the Fair Employment and
Housing Act (“FEHA”). When the reason for CFRA leave was the unit member’s serious health condition, which also constitutes a “disability” under the FEHA and the unit member cannot return to work at the conclusion of the CFRA leave, the District will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

9.9.8  Notice and Certification

9.9.8.1  Bonding, Family Care, Serious Health Condition Leave, and Military Caregiver Leave Requirements

9.9.8.1.1 Unit members may be required to provide: (1) thirty (30)-day advance notice when the need for the leave is foreseeable; (2) such notice as is both possible and practical if the leave must begin in less than thirty (30) days (normally this would be the same day the unit member becomes aware of the need for leave or the next business day); (3) when the need for leave is not foreseeable, notice within the time prescribed by the District’s normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (4) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within fifteen (15) calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (5) periodic recertification (but only to the extent permitted by applicable law, generally not under CFRA); and (6) periodic reports during the leave.

9.9.8.1.2 The written notice must inform the District the reasons for the leave, the anticipated start of the leave, and the anticipated duration of the leave.

9.9.8.1.3 At the District’s expense, the District may also require a second or third medical opinion. For the third medical opinion, it must be a health
care provider jointly agreed upon by the District and unit member, regarding an unit member's own serious health condition or the serious health condition of the unit member's family member for Fed-FMLA purposes and for CFRA purposes, the unit member's own serious health condition. In some cases, the District may require a second or third opinion regarding the injury or illness of a “Covered Servicemember.”

9.9.8.2 **Military Exigency Leave**

Unit members seeking to use Military Exigency Leave are required to provide the District with (1) as much notice of the need for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member's active duty orders when the unit member requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member’s leave; and (3) a completed Certification of Qualifying Exigency form within fifteen (15) calendar days, unless unusual circumstances exist to justify providing the form at a later date.

9.9.9 **Family Care and Medical Leave to Care for a Covered Servicemember With a Service Injury or Illness (“Military Caregiver Leave”) (FMLA only)**

Subject to the provisions of this Article and federal law, including the FMLA and implementing regulations, an eligible unit member may take FMLA leave to care for a covered servicemember with a serious injury or illness if the unit member is a spouse, son, daughter, parent, or next of kin of the service member.

9.9.9.1 An eligible unit member’s entitlement under this Section 9.9.9 is limited to a total of twenty-six (26) workweeks of leave during a single twelve (12)-month period to care for a covered servicemember with a serious injury or illness. The “single twelve (12)-month period” in which the twenty-six (26) weeks of leave entitlement begins on the first day a unit member takes leave to care for the covered servicemember.
9.9.9.2 During the “single twelve (12) -month period” described above, an eligible unit member’s FMLA leave entitlement if the unit member is taking military caregiver leave is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

9.9.9.3 The federal regulations governing Military Caregiver Leave, and describing the terms and conditions of the leave, 29 CFR 825.122 825.124, and 825.127 are included in Appendix E-3.

9.9.10 Compensation During Leave/Concurrent Running of Leaves

9.9.10.1 FMLA Leave is unpaid, except as set forth below and/or to the extent it runs concurrently with paid leaves as set forth in this Article. The District will only require unit members to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the unit member’s own serious health condition or for any other reason, mutually agreed to by the District and the unit member. All payments of wage-replacement benefits and accrued paid leave will be integrated so that unit members will receive no greater compensation than their regular compensation during the FMLA Leave.

9.9.10.2 Entitlement to family and medical leave for the purposes of the unit member’s own illness (except for pregnancy disability) shall be satisfied by and run concurrently with leaves taken pursuant to Article 9 (e.g., Sick Leave and Extended Sick Leave.)

9.9.10.3 In addition, unit members may elect to use their accrued sick leave when the FMLA leave is for Family Care Leave and/or Military Caregiver Leave.

9.9.10.4 When such paid benefits are exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

9.9.11 Benefits During Leave

9.9.11.1 The District will continue making contributions for unit member’s group health benefits during the FMLA Leave on the same terms as if the unit member had continued to work. This means that if a unit member wants benefits coverage to continue during his/her leave,
the unit member must also continue to make any premium payments that he/she is now required to make for the unit member or his/her dependents. Unit members taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Exigency Leave will generally be provided with group health benefits for a twelve (12) work week period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the unit member takes additional time off that qualifies as CFRA leave, the District will continue the unit member's health insurance benefits for up to a maximum of twelve (12) work weeks in a twelve (12)-month period.

Unit members taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of twenty-six (26) work weeks.

In some instances, the District may recover premiums it paid to maintain health coverage if the unit member fails to return to work following a FMLA Leave.

9.9.12 Job Reinstatement

9.9.12.1 Except as provided by law, under most circumstances, unit members will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, unit members have no greater right to reinstatement than if they had been continuously employed rather than on leave.

9.9.12.2 Prior to being allowed to return to work, an unit member wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the unit member can perform the essential functions of the job as those essential functions relate to the unit member's serious health condition.

9.10 Bereavement Leave

Each unit member is granted a total of five (5) days of leave at full pay in any school year in the event of death or grave illness of the immediate family. Grave illness constitutes a person in danger of dying. For the purpose of this Section, the immediate family of a unit member includes: mother, step mother or foster mother, father, step father, or foster father, mother-in-law,
9.11 Personal Necessity Leave

9.11.1 A unit member may elect to use up to seven (7) days of the unit member’s accumulated sick leave in any school year for purposes of personal necessity including:

a. Death or serious illness of a member of unit member’s immediate family. (This is in addition to Bereavement Leave under Section 9.10.)

b. Accident involving his/her person or property or the person or property of a member of his/her immediate family.

c. Appearance in court as a litigant, or as a witness under official order.

d. Adoption of a child.

e. The birth of a child.

f. Other emergencies and religious holidays which cannot reasonably be deferred to another day or time, as mutually agreed upon by the unit member and immediate supervisor.

9.11.2 Notification of Leave

With the exception of (a), (b) and (e) above, the unit member shall notify, in advance, his/her immediate supervisor of his/her intent to take a personal necessity leave.

9.11.3 Reason for Absence

All unit members are required to indicate which of the above circumstance is the reason for the absence in order for the absence to qualify for personal necessity leave.
9.12 No-Tell Leave

9.12.1 Purpose
For reasons brought about by circumstances beyond the control of the unit member, the Superintendent shall grant up to two (2) days of no-tell leave in any school year to an unit member which shall be deducted from sick leave, without loss of pay.

9.12.2 Notification of No-Tell Leave
Notification of no-tell leave shall be made in writing by the unit member to the Superintendent through the immediate supervisor at least five (5) days prior to the commencement of the leave, except in cases of emergencies.

9.12.3 No-Tell Leave and Holidays and Professional Development Days
No-tell leave may not be used by a unit member on the workday before or after a holiday, or the work day before or after spring or winter break; or on a professional development day, or during the group testing portion of the standardized state testing, (a two-week window period) except in the case of a family wedding or family graduation.

9.12.4 No-Tell Leave After June 1
No tell leave shall not be taken after June 1 of any school year, except in the case of a family wedding or family graduation.

9.13 Jury Duty and Official Appearance Leave

9.13.1 Conditions for Jury Duty or Official Appearance Leave
A unit member shall be entitled to a paid leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall notify the District immediately upon receipt of notice for jury duty or as a witness, and provide the District with a copy of the jury duty notice, judicial subpoena, governmental agency summons or other official written notice of appearance.

9.13.2 Pay During Jury Leave
The unit member while serving jury duty, will receive full pay, provided any amount for jury service, excluding expenses, is paid
over to the District by the employee. Any witness fees paid to the unit member other than mileage shall be deducted from the unit member’s salary.

9.14 Military Leave

Military leave shall be provided in accordance with statutory provisions. Except as required by law, military leaves of absence shall be unpaid.

9.15 Legislative Leave

A permanent unit member who is elected to the State legislature, Congress or a school board in another district shall be entitled to an unpaid leave of absence for the length of the unit member’s term of elective office. If a unit member returns to work within six (6) months after the term of the unit member’s elective office expires, the unit member shall be entitled to the position held by the unit member at the time of the unit member’s election, at the salary the unit member would have received if the unit member had not taken a Legislative Leave under this section. The unit member on such leave shall give the Board at least six (6) weeks prior notice of the intended return to employment at the end of the leave. The unit member shall not be entitled to any of the other benefits accorded by Section 9.1.2.

9.16 Industrial Accident and Illness Leave

In accordance with the Education Code and law, members of the unit shall be provided industrial accident and illness leave benefits under the following provisions:

9.16.1 Procedures

9.16.1.1 The unit member shall immediately inform the immediate supervisor of any work-related injury or illness when it occurs unless the physical illness/injury makes it impracticable to do so. The unit member, or his/her designee, shall file with the District an accident report on the District accident form within twenty-four (24) hours of an accident, unless the physical injury makes it impracticable.

9.16.1.2 At the District’s written request, the unit member shall provide the District with the physician’s report of the unit member’s physical condition. The unit member shall immediately transmit the District’s request to the attending physician. The District may require the unit
member to submit to an examination at District expense by a District-designated physician.

9.16.1.3 Unit members returning to work from industrial accident or illness leave shall be required to present a physician’s release verifying medical permission to return to work without restrictions.

9.16.2 **Workers Compensation**

Unit members will be entitled to industrial accident or illness leave for injuries that qualify for workers’ compensation.

9.16.3 **Limit of Allowable Leave**

Allowable industrial accident or illness leave shall not be less than sixty (60) days during which the schools of the District are required to be in session or when the member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

9.16.4 **Accumulations**

Allowable industrial accident or illness leave shall not be accumulated from year to year.

9.16.5 **Calculation**

Allowable industrial accident or illness leave shall commence on the first day of absence.

9.16.6 **Salary During Industrial Accident Injury Absence**

When a unit member is absent from duty on account of an industrial accident or illness, the unit member shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 commencing with section 6100 of the Labor Code, will result in a payment to him/her of not more than the unit member’s full salary.

9.16.7 **Disputed Claims**

In case of a disputed claim the District has the right to have the unit member examined by a physician designated by the District, at District expense, to assist in determining the length of time during which the unit member will be temporarily unable to perform
assigned duties and the degree to which a disability is attributable to the injury involved.

9.16.8 Reduction of Industrial Accident or Illness Leave

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

9.16.9 Leave During Second Contiguous Fiscal Year

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

9.16.10 Benefits upon Termination of Industrial Accident or Illness Leave

Upon termination of the industrial accident or illness leave, the member shall be entitled to the benefits provided in Education Code, Sections 44977, 44978, and 44983, Section 9.2 (Personal Illness and Injury Leave) and Section 9.7 (Extended Illness Leave), and for the purposes of each of these sections, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

9.16.11 Wage Offsets/Integration of Benefits

During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the unit member's industrial accident or illness. The checks shall:

a. Be endorsed and immediately turned over to the District upon receipt, or

b. If retained by the unit member, the unit member shall immediately notify the District of the amount of the temporary disability indemnity payment. The District in turn shall issue the unit member appropriate salary warrants for payment of the member's salary, and shall
deduct normal retirement, other authorized contributions, and the temporary disability indemnity if any is actually paid to and retained by the unit member for periods covered by such salary warrants.

9.16.12 **Travel Restrictions**

Any unit member receiving benefits for industrial accident or illness may travel outside the state of California if approved by the Superintendent or designee. The unit member shall file request to travel with the Director of Human Resources stating the reasons for travel, departure date, location, mailing address and return date.

9.16.12.1 **Exceptions**

The Superintendent or designee may approve travel outside the state in excess of thirty (30) days if:

a. The employee files with the Human Resources Department a verification from a physician that travel outside the state in excess of thirty (30) days is necessary for medical care or treatment, or

b. The employee verifies that care can be provided more reasonably in the home of a friend or relative. In such a case, the District may require periodic verification by a physician that the employee is still disabled and unable to work.

9.16.13 **Medical Verification**

A unit member requesting a leave of absence for industrial accident or illness is required to provide a doctor's certificate that the unit member is medically unfit to return to work. Payment shall not be made unless such certification is on file with the District.

A unit member may use their own physician for work-related injury or illness when the unit member has their personal physician listed on the pre-designated physician form on file prior to the injury or illness.

9.17 **Leave Without Pay**

9.17.1 **Conditions for Leave Without Pay**

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Leave of absence for up to one (1) year only without pay may be granted to unit members after the first year of service, if approved by the Board of Trustees. This discretionary leave is in addition to any kind of leave listed in previous sections of this Article. Reasons for an unpaid leave may include illness, accident, study, family care or a need for rest and recuperation (in which cases leave may be extended after the first year, if the Board of Trustees so permits), advanced professional training, and teaching outside the United States.

9.17.2 Unit members taking an approved unpaid leave of absence shall retain all previously earned salary step placement, accumulated unused sick leave, or other employment status earned while in active service to the District.

9.17.3 No unit member shall be entitled to any compensation or increment while on this unpaid leave of absence.

9.17.4 No unpaid leave of absence may count toward credit for probationary unit members in earning permanent status.

9.17.5 Except in emergency situations, unit members must submit a request to their immediate supervisor at least thirty (30) calendar days prior to the date requested for the commencement of the leave, which will not extend beyond the school year in which the leave commences. Except in emergency situations, a request for a leave of absence beginning at the start of a school year must be submitted no later than June 1 of the preceding school year. The Governing Board, at its discretion, may extend an approved leave of absence for a maximum of one (1) additional year. Unit members who request and are granted leave extensions are not guaranteed reassignment to the same work site.

9.17.6 The unit member must inform the Human Resources Department, in writing, thirty (30) calendar days prior to the expiration of the leave, whether or not the unit member intends to return to work. Failure to notify the District within the thirty (30) day period shall be understood to be the unit member’s notice of resignation.

9.17.7 Unit members on unpaid leaves of absence may elect to retain health and welfare benefits during the period of the leave, subject to the approval of the insurance carrier, provided, however, that the unit member agrees to pay the premiums by the first working day of every month. Failure to pay premiums in advance shall result in
the automatic cancellation of appropriate health and welfare benefits.

9.18 Association Leave

Association leave is in Article 2, “Association Rights” Section 2.8 Release Time.

9.19 Unit Member's Notification of Intent to Return for the Ensuing School Year

9.19.1. If, without good cause, a unit member fails to notify the Board of Education by July 1st of any school year, of his or her intention to remain or not to remain in the service of the District for the ensuing year, and if a request to give such notice, including a copy of Education Code, Section 44842, has either been personally served upon the unit member, or mailed to the unit member by United States certified mail with return receipt request to his or her last known place of address, by the clerk or secretary of the Board of Education not later than the preceding May 30th, the unit member may be deemed to have declined employment. Accordingly, the unit member's services as an unit member of the District may be terminated on June 30th of that year.

9.19.2. If, without good cause, a unit member fails to report for duty at the beginning of the ensuing school year after having notified the Board of Education of the unit member’s intention to remain in the service of the District in accordance with the procedures set forth in section (a) above, the unit member may be deemed to have declined employment and the unit member's services as a unit member of the District may be terminated on the day following the 20th consecutive day of absence. The unit member may not be terminated pursuant to this subsection unless the District has specifically notified the unit member, at least five (5) days in advance, of the time and place at which the unit member was to report to work, and the unit member did not request or was not granted a leave of absence authorized by the District. This subsection is applicable only to unit members who were on leave of absence for twenty (20) or more consecutive working days after April 30th of the previous school year.

9.20 Sabbatical Leave

9.20.1 Limits and Conditions for Sabbatical Leave

The number of teachers on leave during any one semester shall be limited to one percent (1%) rounded to the nearest whole number of
the teachers employed by the District. However, not more than one percent (1%) or rounded to the nearest whole number of the unit members in the unit shall be on sabbatical at any one time. If the number of eligible teacher applicants does not exceed such one percent (1%) or rounded to the nearest whole number, the Board of Trustees may grant each of the applicants sabbatical leave so long as the purpose of such a leave is, to pursue a program or study, research, or travel which will be of benefit to the schools. If the number of eligible teacher applicants exceeds one percent (1%), or rounded to the nearest whole number, maximum selection may be made on the basis of seniority only if the Board of Trustees determines that the benefits to the District of the various projects are equal.

9.20.2 Preliminary Request for Leave

A preliminary request for sabbatical leave should be filed in the office of the Superintendent by February 1 for leaves to begin September 1 of the following year. Final plans should be submitted to the Superintendent or designee by March 15.

9.20.3 Request for Leave

Requests for leave shall be submitted in writing and shall state the purposes for which the leave is to be granted. If leave is to be granted for study, the request shall indicate the location of the proposed study, the major work to be undertaken, and how the proposed study relates to the professional responsibilities of the unit member.

9.20.4 Leave for Travel

If the leave is requested for travel, the request shall indicate the total plan of the applicant together with the relation of the travel plan to the applicant’s professional responsibilities.

9.20.5 Review of Request

The Superintendent or designee shall review the applications and submit recommendations to the Board of Trustees. The Board’s decision shall be final.

9.20.6 Pay During Sabbatical Leave
The Board shall pay a unit member who is on a sabbatical leave fifty percent (50%) of full salary. There shall be no reductions in fringe benefits during the term of a unit member’s sabbatical leave.

9.20.7 Development of Payment Plan

The Board and a unit member who is to go on sabbatical leave shall develop a payment plan after one or more months of service, at least thirty (30) days before the sabbatical leave is scheduled to commence.

9.20.8 Notification of Association

The District shall provide the Association with sufficient copies of sabbatical leave application forms no later than the fifteenth (15th) week of school.

9.20.9 Failure to Render Service

Prior to going on a sabbatical leave, the teacher shall furnish a bond to the District indemnifying the District against loss in the event that the employee unit member fails to render at least a period of service in the District equal to twice the period of the sabbatical leave.

9.21 Catastrophic Illness or Injury Program

Parties agree to implement a catastrophic illness or injury program as defined in Education Code, Section 44043.5.

9.21.1 Definition: “Catastrophic Illness or Injury” means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates a member of the unit member’s family which requires the unit member to take time off work and/or for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off. All requests will be submitted to the Joint Committee as outlined in Section 9.21.3.

9.21.2 Requirements/Conditions

9.21.2.1 All unit members full-time or part-time (at least fifty percent (50%)), shall be eligible to participate in the program. Participation is voluntary, but requires contribution to the Bank on an annual basis. The
contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until cancelled by the unit member.

9.21.2.2 Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.

9.21.2.3 Unit members who elect not to join the Catastrophic Leave Bank, upon first becoming eligible, have a waiting period of thirty (30) days after joining the bank, before becoming eligible to withdraw from the bank.

9.21.2.4 Cancellation, on the proper form, may be affected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the bank shall not be returned if the unit member affects cancellation.

9.21.2.5 After exhaustion of all available paid leave credits, a unit member may request, on approved form, specific amount of leave donation for self or other member of family as defined in Section 9.21.2.8. Approved requests shall expire at the end of the current school year.

9.21.2.6 Donation is irrevocable and confidential and donor must maintain a minimum of five (5) days of accumulated sick leave. Transfer will be made on a per day basis. Unit member’s sick leave request and use shall not exceed the statutory maximum period of twelve (12) months.

9.21.2.7 Stress claims shall be excluded from this program; however, physical manifestations such as heart disease or high blood pressure shall be included.

9.21.2.8 Family shall be defined as the unit member’s spouse, domestic partner, parent, grandparent, sibling, or any child for whom the unit member has primary responsibility, or sibling. In special circumstances, the definition of “family” may be expanded to include other
individuals by mutual agreement between the District, Association and unit member.

9.21.2.9 Unit members who apply to this program will be required to submit a physician’s statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential.

9.21.2.10 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. If a unit member has drawn thirty (30) Catastrophic Leave Bank days, they may request an extension to the Joint Committee. The Joint Committee has the authority to deny an extension of withdrawal from the Catastrophic Leave Bank.

9.21.2.11 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Joint Committee is under no obligation to provide days and the District under no obligation to pay the participant any funds whatsoever. If the Joint Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason for the denial. If deemed necessary the Joint Committee may request additional contributions.

9.21.3 The Joint Committee will have responsibility and authority for final decisions regarding participation in this program. The Catastrophic Leave Bank shall be administered by a joint committee comprised of four (4) members appointed by the Association and three (3) members appointed by the District, whereby including one (1) District member from the Human Resources Department.

9.21.3.1 The Catastrophic Leave Bank Joint Committee shall have the responsibility of maintaining and updating the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member participants, to the Association, and to the District.
9.21.3.2 The Joint Committee’s authority shall be limited to administration of the Bank. The Joint Committee shall approve all properly submitted requests complying with the terms of this Article.

9.21.3.3 Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, with fifteen (15) duty days of receipt of the application.

9.21.3.4 The Joint Committee shall compile and keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.

9.21.3.5 By October 30 of each school year, the committee shall be responsible for the following:

a. The total number of accumulated days in the Bank on June 30th of the previous school year.

b. The number of days contributed by unit members of the current year.

c. The names of participating unit members.

d. The total number of days available in the Bank.

9.21.3.6 By the tenth day of the second semester, the committee shall report the following to the Human Resources Department for processing:

a. The names of any additional unit members who have joined in accordance with Section 9.21.21.1.

b. The names of any unit members who have cancelled participation in accordance with Section 9.21.2.4.

c. The total number of days in the Bank at the beginning of the previous semester.

d. The total number of days added to the Bank by new participants.

e. The total number of days awarded during the previous semester and to whom they were awarded.
f. The total number of days remaining in the Bank on the last day of the semester.
ARTICLE 10. ASSIGNMENTS AND TRANSFERS

10.1 Definitions

10.1.1 Transfer

For purposes of this Article, a transfer shall consist of the change in work location of a unit member from one school or work site to another school or work site within the District. A transfer does not encompass the process of assignment, which refers to specific positions and responsibilities within the school, or department work location. A transfer may be initiated by a unit member (“voluntary”) or by the District (“involuntary”).

10.1.2 Voluntary Transfer

A voluntary transfer is initiated by a unit member in accordance with Section 10.3.

10.1.3 Involuntary Transfer

An involuntary transfer is initiated by the District.

10.1.4 Assignment

An assignment is a specific position or responsibilities within a school or department or work location, e.g. third grade classroom teacher, Special Education Teacher, Reading Recovery Teacher. An assignment does not include extra-curricular duties or extra-pay activities.

10.1.5 Vacancy

A vacancy occurs when a position is open and the District determines to fill it.

10.2 Timeline for Preliminary Assignments

10.2.1 An “Intent to Return” Form will be sent to unit members, including unit members on leave of absence, the second week of January to determine future openings and vacancies and the assignment preferences of unit members within the school site. Unit members shall return the Intent to Return Form to Human Resources by the final working day of January. The Intent to Return Form shall include a place for a unit member to state the unit member’s assignment preferences within the unit member’s current school or
work location and a place for the unit member to state any desire for a transfer.

10.2.2 Beginning in February of each year, the site administrator shall make preliminary assignments (subject to change) of all the staff who have indicated an intent to return for the following school year. Temporary teachers may participate in the “Intent to Return” process however all legal, contractual, and seniority status shall remain in force. These preliminary assignments (subject to change) shall be completed no later than the end of the second week of February.

10.3 Posting and Filling Openings and Vacancies (Voluntary Transfers)

10.3.1 Before First Working Day in March

During the third week of February of each school year, after all the preliminary assignments (subject to change) have been made, the District shall make a good faith effort to notify unit members through Ed-Join, the Teacher Resource page on the District website, and District email of the known openings anticipated for the following school year. An opening is an available position opened internally to unit members. Prior to the first working day in March, only eligible unit members may be selected to fill preliminary openings pursuant to Section 10.5 criteria. The District will interview within three (3) work days each eligible unit member who applies for a transfer to an opening as defined in Section 10.1.5.

10.3.2 After First Working Day in March

10.3.2.1 After the first working day in March, the District may fill any vacancy through the District’s hiring process. Vacancies are opened to unit members and external applicants.

10.3.2.2 After the first working day in March, vacancies will be emailed District-wide and posted on Ed-Join and the Teacher Resource page on the District website. The Association President shall receive via District email the District publications and vacancies on the day of posting.

10.3.2.3 In order to be considered for an opening or vacancy after the first working day in March, a unit member applicant must meet the minimum qualifications for the position and any other elements listed in the posting. A voluntary
transfer request shall be submitted in writing to the Human Resources Department. Each unit member who applies for an open position will be granted an interview as long as the unit member meets the qualifications of the job posting, is not a PAR candidate or on a program improvement plan, and agrees to be interviewed during the time scheduled for other applicants. A unit member will be considered on an equal basis with any outside job applicant during this period.

10.3.3 No Threats or Pressure

No unit member shall be pressured, threatened, coerced, or intimidated to seek a transfer.

10.4 Procedures for Annual Assignments

The site administrator will determine changes in a unit member’s assignment in a school site. When assignment changes must be made within a school, the site administrator shall take the following steps in this order:

10.4.1 Before a decision is made, consult with unit members directly affected by the change and discuss the necessity for the change.

10.4.2 Upon request of a unit member who is being assigned contrary to the unit member’s wishes, provide the reasons for the change in writing within five (5) working days of the unit member’s request.

10.5 Criteria for Annual Assignments

In making a decision about changing a unit member’s assignment, the site administrator shall consider the following:

10.5.1 The unit member’s preference(s) as stated on the Intent to Return Form;

10.5.2 The basis of certification and/or major and minor subject areas of the affected bargaining unit members,

10.5.3 Experience and training of the affected unit members, and

10.5.4 Program needs in the school.

10.5.5 After consideration of the above factors by the site administrator, and if two (2) or more unit members are deemed by the site administrator to be equally qualified, seniority will then become a
major factor for selection. Seniority, as used in this section, shall be defined as the first date of paid service in a probationary status.

10.5.6 Involuntary assignment changes will not exceed two (2) grade levels from the grade presently taught by the affected unit member. In a situation involving combination classes, the unit member will identify his or her grade level primary strength for purpose of this provision. Therefore, if a unit member has identified grade level 2 as their primary strength, the parameters are K-4.

10.5.7 A site administrator may reassign a unit member beyond a two (2)-grade level change with the written agreement of the unit member.

10.6 School Assignment Schedule

The following schedule will be followed in the school assignment procedure:

10.6.1 By the end of February, the site administrator or department head will consult with unit members whose assignment is proposed to be changed.

10.6.2 Tentative written notice of the ensuing year’s assignment will be given to unit members by the last workday of the school year.

10.6.3 In the event that changes in assignments are proposed after the close of the school year, the affected unit members shall be mailed notification at their permanent address on file with the District and notified by District email. Teachers given assignment changes after the start of the teacher work year shall receive two (2) days of release time to prepare for the new assignment. Additional time may be granted under unusual circumstances.

10.6.4 Unit members required to set up new classrooms after students have returned to school and instruction has begun shall have two (2) preparation days. Additional time may be granted under unusual circumstances.

10.7 District Involuntary Transfers

10.7.1 Reasons for Involuntary Transfers

An involuntary transfer of unit members may be necessary:

10.7.1.1 to equalize the teaching load,

10.7.1.2 to compensate for changes in enrollment,
10.7.1.3 to meet instructional requirements,

10.7.1.4 to address changes in school organization,

10.7.1.5 as a result of the addition, reduction, modification or elimination of an educational service, including school closure; and

10.7.1.6 for other educationally related reasons.

A unit member will not be involuntarily transferred without a rational basis, or for disciplinary purposes. Only the Superintendent or designee shall initiate involuntary transfers. The specific reasons for an involuntary transfer of a unit member initiated by the Superintendent or designee shall be given to the unit member in writing.

10.7.2 Involuntary Transfer Considerations

The District may seek volunteers prior to involuntarily transferring a unit member.

When considering involuntarily transferring a unit member, the Superintendent shall consider the following, among other factors:

10.7.2.1 Unit members’ preferences, as stated on the Intent to Return Form;

10.7.2.2 Unit members’ credentials and/or major and minor subject areas;

10.7.2.3 Unit member’s experience; and

10.7.2.4 Educational program needs.

10.7.3 Involuntary Transfer Procedures

10.7.3.1 Unit members involuntarily transferred shall be consulted before action is taken. The District will discuss available alternatives, if any, in order to attempt to obtain the mutual consent of impacted unit members.

10.7.3.2 If options exist, unit members being involuntarily transferred shall be given an opportunity to visit schools where open positions exist, providing there is no disruption of the instructional program. At the District’s
discretion, visitations may be arranged during the instructional day.

10.7.3.3 Unit members involuntarily transferred after the start of the school year shall be given five (5) work days notice before the actual transfer occurs, and up to five (5) days release time for the move to another site. The unit member shall submit a written request on a District approved form to the Human Resources Department which shall include the nature of the moving assistance desired and the amount of release time requested.

10.7.3.4 Involuntarily transferred unit members shall not be involuntarily transferred again for a period of at least two (2) years, except for loss of enrollment, school closure, reassignment as the result of a layoff/reduction in force, program changes, including, but not limited to program size reduction and/or loss of funds.

10.8 Transfers Resulting From School Closure

10.8.1 Prior to initiating transfers of unit members from a school site to be closed, the site administrator shall hold a group meeting of all unit members at the site to be closed.

10.8.2 Unit members who are to be transferred as a result of a school closure shall be given notice as soon as administratively practicable. The notice shall include a list of vacancies known as of the date of the notice.

10.8.3 Unit members to be transferred as a result of a school closure shall be given an opportunity to express grade level, subject area and site preferences on a District-provided form and shall be given priority consideration for known vacancies.

10.8.4 Unit members who are to be transferred as a result of a school closure shall be paid at their per diem rate for up to three (3) work days scheduled after the last day of school to pack their rooms.

10.8.5 The District shall provide packing materials and packing and labeling instructions for unit members to pack unit members’ classrooms. During the three (3) days scheduled for packing, the District shall provide personnel to lift and move boxes and materials within the unit member’s classroom as needed to facilitate the packing process. The District shall be responsible for the physical move and transportation of all packed classroom
materials and District instructional equipment. Unit members shall be responsible for packing and removing all of their personal items not used for instruction prior to the scheduled move.
ARTICLE 11. SAFETY CONDITIONS OF EMPLOYMENT

11.1 Unsafe Conditions

Except in emergencies caused by circumstances beyond the District’s control, unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety as determined by the District Policy and/or the appropriate state agency. Except as required by law, the previous statement does not apply to unit members with individual health needs.

11.1.1 Reporting Unsafe Conditions

Each unit member shall be required to report as soon as possible to the immediate supervisor, in writing, any condition that may have a detrimental effect on the health, safety, or well-being of students, employees or other persons. The immediate supervisor or appropriate District administrator shall notify the unit member of actions to be taken and/or recommendations regarding the reported unsafe condition within three (3) working days.

When the District becomes aware of unsafe or hazardous conditions at a site that the District believes pose an immediate danger to the health and safety of students and unit members, the District shall inform unit members at the site of the issue as soon as possible and plans to rectify them.

11.1.2 Infectious or Contagious Disease

Unit members shall report to a site administrator or other District administrator any suspected infectious or contagious disease that a unit member believes endangers their safety. The District shall promptly report to potentially impacted unit members any suspected infectious or contagious disease that the District believes endangers the safety of students and unit members. Students suspected of having contagious diseases shall be sent to the school office. The unit member shall be notified of the steps taken by the immediate supervisor deemed necessary to protect the safety of the employee and students.

11.2 Immediate Report of Assault by a Student

Whenever any unit member is attacked, assaulted, or physically threatened by any student, the unit member shall promptly report the incident to the appropriate law enforcement authorities and to the unit member's immediate supervisor. The immediate supervisor/site administrator shall also promptly
report the incident to the appropriate law enforcement authorities. The unit member shall prepare a written statement regarding the incident and give it to the site administrator. The unit member shall be released from duty with pay when the unit member is required to make a statement to the police or to appear in court in a matter related to the incident. The unit member shall receive a copy of any written report of the incident prepared by the immediate supervisor. Within twenty-four (24) hours of the incident, all unit members who provide educational services to the student shall be informed of the incident and the student’s status. A copy of Education Code Section 44014 is included in Appendix F.

11.3 **Student Suspension for Disciplinary Matters**

A classroom teacher may suspend a student from class, for any of the acts enumerated in Education Code Section 48900, for the day of the suspension and the day following. The unit member shall immediately report the suspension to the site administrators and send the student to the principal or designee for appropriate action. As soon as possible, the unit member shall ask the parent or guardian of the student to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A site administrator shall attend the conference if the unit member or the parent or guardian so requests. The student shall not be returned to the class from which the student was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal. A student suspended from a class shall not be placed in a regular class during the period of the classroom suspension; however, if the student is assigned to more than one (1) class per day, this restriction shall apply only to other regular classes scheduled at the same time as the class from which the student was suspended. A copy of Education Code Sections 48900 and 48910 are included in Appendix G.

11.4 **Dangerous Student Action**

Unit members who believe their safety, or the safety of other students, to be endangered by a student’s actions should refer the student to the site administrator. The site administrator will respond to the referral within one (1) day with any available information regarding any action that is being considered regarding the student.

11.5 **Reasonable Physical Control of Students**

A unit member may exercise, during the performance of the unit member’s duties, only the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of students or unit
member, or to maintain proper and appropriate conditions conducive to learning. (Appendix H includes a copy of Education Code § 44807.) The District and RTA acknowledge that state law provides other guidance regarding a unit member’s physical contact with students, including, but not limited to Education Code section 49001 regarding the prohibition of corporal punishment, and Education Code sections 49005 et seq. regarding restraint and seclusion of students. (Appendix I also includes a copy of these Education Code sections.) The District shall annually provide training to unit members regarding the District procedures for addressing unsafe student behavior.

11.6 Unsafe Behavior by Others

Unit members shall immediately report to the site administrator or designee unsafe, threatening or disruptive behavior during the school or work day, at school events or related to school activities by adults, including, but not limited to parents/guardians, community members, and employees. The site administrator or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave the school grounds or take other action that the administrator deems reasonable to maintain a safe school environment. A unit member may report the incident to the appropriate law enforcement representatives.

11.7 No Retaliation

Unit members will not be reprimanded or disciplined in any manner for reporting unsafe conditions, assaults or any other item listed in this Article to the immediate supervisor or Association.

11.8 Safe Working Conditions

11.8.1 Safety Information

Annually by November 1, the District shall make available electronically to all unit members a copy of the comprehensive school safety plan prepared pursuant to Education Code Section 32280 et seq, and site administrators shall review the plan and related site procedures with unit members. Annually, by November 1, site administrators shall collaborate with unit members at the work site to update a comprehensive safety and disaster plan, including any necessary training for implementation of the safety plan. Site administrators shall also annually review with unit members relevant Board policies and administrative regulations regarding school safety.
11.8.2 First Aid Kit

The District shall provide a complete first aid kit, which includes a list of items inside the kit, to every instructional room by the first day of school.

11.8.3 Pests

The District shall make all reasonable efforts to keep facilities free of unwanted rodents, pests and insects.

11.8.4 Classroom Visitors

a. Classroom visits and observations by parents/guardians, advocates and community members are scheduled through the site administrator or designee. The site administrator shall consult with the unit member when scheduling the visit/observation and shall give the unit member twenty-four (24) hours’ notice of a classroom visit/observation by a parent/guardian, advocate or community member.

b. The school office shall not send unscheduled visitors who are not District employees to a unit member’s classroom or other work location without first notifying the unit member for confirmation.

11.9 Indemnification

The District shall indemnify and hold harmless a unit member for harm caused by the unit member’s act or omission when acting within the scope of the unit member’s employment or District responsibilities to the extent provided by state or federal law and Board policy.
ARTICLE 12. COMPENSATION

12.1 Salary Schedule

12.1.1 Salary Schedule for 2018-2019

Effective July 1, 2018, the 2015-2016 bargaining unit salary schedules shall be increased by two percent (2%) for all bargaining unit members who completed the 2018-2019 school year (from their date of employment if hired after the school year started). (See Appendices J-1)

12.1.2 Salary Schedule for 2019-2020

Effective July 1, 2019, the 2018-2019 salary schedules for all RTA bargaining unit members shall be increased by five and one half percent (5.5%). (See Appendices J-2)

12.1.3 One-time Payment

Each unit member who completed the 2018-2019 school year (from their date of employment if hired after the school year started) and returns to the District for the 2019-2020 school year shall receive a one-time, off-the-salary-schedule payment of two thousand dollars ($2,000).

12.1.4 Hourly Rate

Effective June 17, 2019, the hourly rate shall be increased to fifty dollars ($50).

12.2 Health and Welfare Benefits

12.2.1 Health Insurance

12.2.1.1 CalPERS Health Benefits Program

The benefits will be provided by participation in the CalPERS Health Benefits Program, PEMHCA (The Public Employees’ Medical and Hospital Care Act).

12.2.1.2 Eligibility

All bargaining unit members who are employed half-time (0.50 F.T.E.) or greater are eligible to receive the District premium contribution described in Section 12.2.1.3.
12.2.1.3 District Health Insurance Premium Contribution

Effective July 1, 2019, the District’s contribution level for each eligible unit member for health insurance plan coverage shall be one hundred percent (100%) of the CalPERS employee-only Bay Area Region Kaiser rate each year. Unit member(s) who select health insurance or health insurance coverage with premiums in excess of the District’s contribution will pay, through payroll deduction, any additional premiums or costs associated with the unit member’s selected coverage or benefits.

a. If two (2) unit members are married to one another and/or are in a domestic partnership with one another and deemed eligible for the District premium contribution as per Article 12.2.1.2, then they may choose to combine the District’s per employee premium contribution into a shared two (2)-party or family health insurance plan. The District’s dollar contribution under this section shall remain the same per person, but the total contribution shall be made into a single two (2)-party or family plan, rather than requiring two (2) separate health insurance plans. In the event that a two (2)-party or family plan premium is less than the District’s contribution for two (2) unit members then neither unit member will be entitled to, or will be paid, the difference.

The individual unit member’s contribution shall be deducted equally from each unit member’s pay. If the cost of the selected two-party or family plan is more than the District contribution, then the difference shall be split and one-half (1/2) shall be deducted from each unit member’s pay.

In order to receive any benefit provided for by this Section, each unit member shall complete a signed request for joint benefits annually.

Definition: A domestic partnership is established when persons meeting the criteria specified by Family Code Section 297 file a Declaration of Domestic Partnership with California Secretary of State.
12.2.1.4 Every eligible unit member shall enroll in one of the CalPERS health insurance plans or provide proof of other health insurance as required by CalPERS. If the unit member elects not to enroll in a CalPERS health plan, the District benefit contribution shall be forfeited.

12.2.1.5 Any excess amount after the application of the District’s contribution described in 12.2.1.2 shall be the sole responsibility of the unit member who shall authorize salary deduction of the difference between the District’s contribution and the premium amount of the health plan and coverage selected by the unit member. Any excess amount shall be in accordance with Internal Revenue Code, Section 125 requirements as indicated in Section 12.2.4.

12.2.1.6 The administrative costs charged by CalPERS of one-half percent (1/2 %) will be paid by the unit member.

12.2.2 Dental and Life Insurance

12.2.2.1 The District shall pay the full premium of the cost of dental and life insurance coverage for each eligible unit member throughout the term of this Agreement.

12.2.2.2 The District agrees to provide life insurance coverage for each eligible unit member in the amount of fifty thousand dollars ($50,000). The District will fully pay the monthly premium. Unit members may purchase dependents’ coverage as allowed by the plan provider.

12.2.3 Changes in Health Care Providers

The District shall have the right to substitute and/or add or delete dental and life providers during the term of this Agreement provided that such substitute coverage is substantially similar to the coverage provided by current providers. The District shall have the right to offer additional coverage subject to the approval of the RTA.

12.2.4 Flexible Benefit Plan

The District shall maintain a Flexible Benefit Plan pursuant to Section 125 of the Internal Revenue Code to permit unit members to elect to make pre-tax contributions toward dependent care
expenses, health care expenses, or health plan premium contributions.

12.3 Professional Development

Effective July 1, 2019, unit members shall be paid at the hourly rate ($50.00) for required attendance at District professional development programs held by the District outside of the hours agreed to in this Agreement and school calendar.

12.4 Salary/Travel Regulations

12.4.1 Issuance of Checks

a. If a regular pay day during the school term falls on a day when school is not in session, unit members shall receive their checks on the last day prior thereto.

b. The annual salary of unit members shall be annually prorated over a ten (10) or twelve (12) month period at the option of the unit member. Tenthly prorations shall be paid each month September through June.

c. A unit member’s daily rate is determined by dividing the annual salary by the total number of workdays. This daily rate is for purposes such as a deduction when the teacher is absent in situations not covered by paid leaves, to compute prorated contracts when a teacher starts after the beginning of a school year or terminates before the end of a school year, and to prorate pay increases for changes in salary schedules in the event of the implementation of longer year provisions.

12.4.2 Credit for Experience/Coursework

a. A unit member must teach seventy-five percent (75%) of the days that school is in session in order to have that year count as a year of experience for salary schedule movement purposes. Unit members who are employed in part-time positions shall be granted credit for a year of part-time service on the same basis as persons teaching a full day.

b. Horizontal salary movement on the schedule shall be on the basis of columns only.
c. Vertical movement on the salary schedule shall be based on years of service; one (1) vertical increment shall be granted for each year of service.

d. Unit Members hired after July 1, 2019, may qualify for up to a maximum of twenty (20) years of credit for public school experience.

e. Official transcripts verifying any additional units must be submitted or postmarked by October 15 in order that credit be given for the additional units for that school year. If evidence is submitted or postmarked later than October 15, except under extenuating circumstances, the salary change shall be effective as of the next school year. All course work for additional units must be completed by September 1 of the year in which credit is claimed. When October 15 falls on a day the District is not in session, the next working date will be the final day for submission and/or postmark of official transcripts.

f. Course credit for salary placement and movement on the salary schedule shall be given for post-graduate, upper division or graduate course work taken at four (4)-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the District. District approved units of study for professional growth and District in-service (professional development) shall also be counted for salary placement and movement on the salary schedule including Continuing Education Units (CEU) granted for attending professional development programs. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3). Lower division coursework must have prior approval by the Director of Human Resources. Lower Division course work must be related to the field of teaching. A written statement explaining the relevancy of coursework must be submitted with the prior approval request.

g. Credit will be granted for duplication of prior accredited course work only if proof can be furnished that course content was not duplicated.
12.4.3  **Graduate Degree Recognition**

a. Unit members who have completed graduate studies leading to an earned Masters Degree shall receive one thousand two dollars ($1,002) added to their base salary rates. Unit members who have completed graduate studies leading to an earned Doctorate Degree related to the field of education shall receive one thousand two dollars ($1,002) added to their base salary rates. Unit members who possess both Masters and Doctorate Degrees (with the Doctorate related to the field of education) shall receive two thousand four dollars ($2,004) added to their base salary rates.

b. A unit member may receive salary credit for a second Masters Degree provided the following conditions are met:

   1. The last Masters Degree is related to the field of education.

   2. The course requirements and units earned for the second Masters Degree are in addition to those utilized in the first Masters Degree except for a maximum of six (6) units.

c. Effective July 1, 2019, unit members who demonstrate to the District that they have obtained a National Board Certification shall receive three thousand dollars ($3,000) added to their base salary.

12.4.4  **Statement of Units**

The Human Resources Department shall provide each unit member who requests it by the last working day of December each school year, a statement of the number of units that the Human Resources Department has on file for them.

12.4.5  **Salary for Psychologists, Counselors, Nurses, and Speech Language Pathologists**

a. Psychologists, Counselors, and Nurses shall be paid in accordance with the salary schedule found at Appendix J-2.

b. Speech Language Pathologists shall be paid according to the salary schedule found at Appendix J-2.

12.4.6  **New Job Classifications/Change in Job Classifications**
If a new job classification in the bargaining unit is established, the Board will negotiate with the Association over the appropriate salary for that classification. If possible, negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled.

If there is any substantial change in the duties requiring higher skills of any existing job classification in the bargaining unit, the Board will negotiate with the Association regarding possible modification in the salary for the position; and if agreed, any salary change will become effective the first day that the change in duties became effective.

12.4.7 Travel

a. Unit members who are assigned to more than one (1) school shall not be required, without his/her consent, to engage in inter-school travel of more than five (5) miles per day. Such unit members shall be notified of any changes in their schedules as soon as feasible prior to the proposed change.

b. Unit members who may be requested to use their own automobiles in the performance of their duties and unit members who are assigned to more than one (1) school site per day shall be reimbursed for all District-required travel at the current District mileage rate for all work-related driving done between arrival at the first location at the beginning of their work day and departure from the final location at the end of their work day.

c. Unit members who use their personal cars for other business designated by the District shall receive the benefits provided in paragraph (b) above.

d. Travel assignments shall not be made to discipline unit members.

12.5 Retiree Medical Coverage

12.5.1 The District agrees to contribute the lesser amount set by Government Code Section 22857, Subdivision (b) of the California Public Employee’s Retirement Law per eligible retiree, per month,
which at no time shall exceed sixteen dollars ($16) per month (the contribution will begin at one dollar ($1) per month and increase annually in accordance with PERS regulations). If the District and the Association agree to terminate participation in the CalPERS medical insurance plan, the District shall have no further obligation for payment of the basic contribution.

12.5.2 The District shall reimburse the retiree a supplemental amount equal to the difference between Section 12.5.1 and the employer’s contribution for single coverage health plan at the time of retirement and until Section 12.5.6 applies. Unit members may enroll in the District’s dental plan, at their own expense, if permitted by the dental insurance carrier.

12.5.3 To be eligible for this program, a unit member must be at least fifty-five (55) years of age, retire, must tender the unit member’s resignation to the District, and must have been employed full-time in the District for at least ten (10) years, of which the immediate preceding five (5) years were District employment without a break in service.

12.5.4 The retired unit member must be retired under the provisions of the State Teachers Retirement System.

12.5.5 The retired unit member must have been enrolled in a health insurance plan while an active unit member.

12.5.6 The District shall pay such single coverage contribution for the retiree for five (5) years, or until the retiree is eligible for participation in Medicare, or the retiree reaches the age of sixty-five (65), whichever of the events occur first.

12.5.7 If the retiree elects not to enroll in the CalPERS Health Plan, the amount in Sections 12.5.1 and 12.5.2 will be forfeited.

12.6 Special Assignments/Credentials/Extra Duty Stipends

The District will provide the following stipends for extra duty or special assignments / credentials.

12.6.1 Interscholastic Coaching

One thousand dollars ($1,000) per sport for interscholastic coaching.

12.6.2 Special Education
A. Special Education Teachers

1. Effective July 1, 2019, an annual stipend in the amount of five thousand dollars ($5,000) per year shall be paid to teachers in the Special Education Program.

2. Services to be provided based on the stipend shall include the following:

   a. Accurate and timely case management of all cases assigned by the site supervisor (principal), or District staff (Director of Special Education or designee) including the following activities:

      i. Work with team members to schedule IAT and IEP Team Meetings;

      ii. Attend SST, IAT, and IEP Team Meetings as required;

      iii. Conduct accurate and timely educational assessments and writing the required reports for integration by the school psychologist into the integrated psycho-educational evaluation;

      iv. Conduct bilingual psycho-educational evaluations (may use a translator to assess in Spanish);

      v. Provide guidance to team members in the development of accurate IEP Documentation;

      vi. Direct teams in the development of LRE statements that reflect the specific information regarding student need;

      vii. Develop IEP documents;

      viii. Gather all required signatures on student IEPs;

      ix. Gather data and document student progress toward IEP Goals and Benchmarks, maintain portfolio data on
student progress; and submit quarterly documentation to parents on time;

x. Maintain and submit a log of assessments completed, SST Meetings attended, IATs attended, and IEP Meetings attended;

xi. Log information daily and submit logs to Principal and Director of Special Education monthly;

xii. Update each month with a yearly record of all information logged.

xiii. Maintain accurate State School Registers for services delivered on a daily basis;

xiv. Submit registers to the Director of Special Education the Friday following the last day of the month. In the event Friday is a holiday, all registers must be submitted the next business day;

3. **Stipend Payment**

Eligible unit members will receive two thousand five hundred dollars ($2,500) in December and the remainder of the annual stipend, two thousand five hundred dollars ($2,500) in June.

B. **School Psychologists/Speech Language Pathologists**

Effective July 1, 2019, school psychologist and speech language pathologist unit members shall receive an annual five thousand dollars ($5,000) stipend in recognition of the additional time, as required in Article 7.1.1 regarding length of work day, and additional duties and responsibilities required for these positions. Eligible unit members will receive two thousand five hundred dollars ($2,500) in December and the remainder of the stipend, two thousand five hundred dollars ($2,500), in June.

1. Services to be provided based on the stipend shall include the following.
a. Accurate and timely case management of all cases assigned by the site supervisor (principal), or District staff (Director of Special Education or designee) including the following activities:

i. Work with team members to schedule IAT and IEP Team Meetings;

ii. Attend SST, IAT, and IEP Team Meetings as required;

iii. Conduct psycho-educational / speech language assessments prior to IEP Team Meetings;

iv. Integrate all reports of other assessors (Educational, OT, PT, etc.) into final psycho-educational evaluations / speech language assessments as necessary;

v. Provide guidance to team members in the development of accurate IEP Documentation, as necessary;

vi. Direct teams in the development of LRE statements that reflect the specific information regarding student need, as necessary.

b. Maintain and submit a log of assessments completed, SST Meetings attended, IATs attended, and IEP Meetings attended;

i. Log information daily;

ii. Submit logs to principal and director monthly;

iii. Update each month with a yearly record of all information logged.

C. **Bilingual School Psychologists / Speech Language Pathologists/Special Education Teachers**

1. A stipend in the amount of three thousand dollars ($3000) per year shall be paid to Bilingual School
Psychologists / Speech Language Pathologists/Special Education Teacher unit members. To qualify for the Bilingual stipend, a Psychologist / Speech Language Pathologist/Special Education Teacher must maintain a valid Spanish Bilingual Authorization.

2. Services to be provided based on the stipend shall include the following.

a. Accurate and timely case management of all cases assigned by the site administrator, or District staff (Director of Special Education or designee) including the following activities:

i. Work with team members to schedule IAT and IEP Team Meetings;

ii. Attend SST, IAT, and IEP Team Meetings as required;

iii. Conduct bilingual/Spanish psycho-educational / speech language assessments and translating them orally and in writing for parents prior to IEP Team Meetings;

vi. Integrate all reports of other assessors (Educational, OT, PT, etc.) into final psycho-educational evaluations / speech language assessments as necessary;

v. Provide guidance to team members in the development of accurate IEP Documentation, as necessary;

vi. Direct teams in the development of LRE statements that reflect the specific information regarding student need, as necessary.

b. Maintain and submit a log of assessments completed, SST Meetings attended, IATs attended, and IEP Meetings attended;

i. Log information daily;
ii Submit logs to principal and director monthly;

iii Update each month with a yearly record of all information logged.

3. **Stipend Payment**

Eligible unit members will receive fifteen hundred dollars ($1,500) in December and the remainder of the stipend, fifteen hundred dollars ($1,500), in June.
12.6.3 **Bilingual Program Stipend**

Teachers holding a valid Spanish Bilingual Authorization will receive a stipend as follows: effective July 1, 2019, an annual four thousand dollar ($4,000) stipend for teachers with a Spanish Bilingual Authorization and providing bilingual instruction in a District-designated bilingual program. Eligible unit members will receive two thousand dollars ($2,000) in December and the remainder of the stipend, two thousand dollars ($2,000) in June.

12.6.4 **Middle School Parent Conferences Stipends**

Teachers in grade levels 6-8 only shall receive a one-time lump sum stipend in the amount of two hundred fifty dollars ($250.00) if they conduct more than fifty-eight (58) parent conferences in a school year. Teachers must submit parent conference sign-in sheets, signed by each parent and verified by the site administrator to Human Resources, no later than May 1.

12.6.5 **Curriculum & Instruction District Lead and Reading Specialist/Literacy Coach Stipend**

Effective July 1, 2019, a unit member who is designated by the District as a Curriculum and Instruction District Lead or Reading Specialist/Literacy Coach shall receive an annual stipend of six thousand dollars ($6,000) in recognition of the additional time required in Article 7.1.1 and their additional duties and responsibilities. Eligible unit members will receive three thousand dollars ($3,000) in December and the remainder of the stipend, three thousand dollars ($3,000) in June. Continuation of this stipend in future fiscal/school years is dependent on outside funding for the stipend.

The District will follow the procedures in Article 10.2 for notifying unit members of openings for assignments eligible for this stipend.

12.6.6 **Teacher-in-Charge Stipend**

Effective July 1, 2019, a unit member designated by a site administrator to serve as the “teacher in charge” during the absence of a site administrator on campus shall receive a two hundred fifty dollar ($250) stipend for each day the unit member serves as the designated “teacher-in-charge.” The stipend shall be prorated for less than a full-day of service.

12.6.7 **Overnight Field Trips Stipend**
a. Overnight student field trips are optional for unit members.

b. Unit members may, but shall not be required to participate in fundraising efforts for student field trips.

c. If a unit member elects not to participate in a student field trip, volunteer unit members may be solicited to plan, coordinate and supervise the trip. A unit member who opts out of a student field trip shall be responsible for teaching the volunteer unit member’s class(es) during the field trip. A unit member with only one (1) year or less of teaching experience is not eligible to volunteer to teach another unit member’s class during the field trip.

d. Effective July 1, 2019, a unit member who plans, coordinates and supervises an overnight student field trip shall receive a stipend of three hundred dollars ($300) for each overnight of the field trip.
ARTICLE 13. FACILITIES

13.1 Supplies and Equipment

The District shall provide for unit members supplies, equipment and instructional materials to enable unit members to perform job responsibilities. In addition, the District shall provide each unit member with the following:

13.1.1 A separate desk or table.

13.1.2 A locked cabinet/area/closet space to store personal articles. Only the site administrator/designee, unit member and District-designated employee shall have a key to the locked cabinet/area.

13.1.3 Whiteboard in every classroom.

13.1.4 Storage space in each classroom for instructional materials.

13.1.5 Laptop, paper, pencils, pens, whiteboard markers, erasers, file cabinet and other such material required in daily teaching responsibility. A printer will be easily and readily accessible to all unit members.

13.1.6 Copy machines will be provided for unit members’ use for school related work.

13.2 Staff Lounge

The District shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a staff lounge. Provision for such facilities will be made in all future buildings.

13.3 Staff Restrooms

The District shall provide separate employee-only restrooms with signage and keys for employees only. A student with a disability who requires an accessible restroom shall be permitted to use a staff restroom if appropriately accessible student restroom facilities are not available at the site.

13.4 Telephone Facilities

Telephone facilities shall be provided and properly maintained and identified for unit members’ use. Every instructional room and staff room shall have a telephone by the first teacher work day of the 2019-20 school year.
13.5 *Parking*

Off street paved parking facilities shall be provided, where available, on District property and an area shall be designated by signs for staff parking.

13.6 *Heating and Cooling*

Subject to needed maintenance or repair, a working heating unit and either an air conditioning unit or fan shall be provided in rooms used for student or unit member purposes. The District shall provide alternate heating or cooling if the maintenance or repair of an existing unit exceeds one (1) week.

13.7 *Classrooms*

All classrooms shall be equipped with student desks and/or tables with adequate seating to accommodate all students. By the first teacher work day of the 2019-2020 school year, each classroom shall have locks that lock from the inside. Each classroom shall have working blinds to cover windows by the first teacher work day of the 2020-2021 school year.

13.8 *Work Areas*

Rooms where unit members regularly perform work duties shall be cleaned regularly, including trash cans emptied and floors swept or vacuumed daily. Campus grounds used daily shall be cleaned regularly, and outside trash cans emptied daily, as needed.
ARTICLE 14. DISTRICT RIGHTS

14.1 Express Terms of District Powers

The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

14.2 Duties and Powers of District

Except as otherwise specified in this Agreement, and limited by the Association's right to consult, it is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish the educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenues; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, reprimand, and terminate employees.

14.3 Exemption From Grievance Arbitration

The exercise by management of the rights and discretion as described herein shall not be subject to the grievance arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Agreement.
ARTICLE 15. EARLY RETIREE-CONSULTANT

15.1 Conditions for Retiree-Consultant

With the approval of the District Board of Trustees, a unit member who is fifty-five (55) years of age or older with ten (10) years of continuous service in the District may, upon retirement, be employed as a Consultant for up to five (5) years or age sixty-five (65), whichever occurs first. The Board of Education shall have the discretion to approve or disapprove the employment of a retiring unit member as a retiree-consultant.

15.2 Retired Unit Member Contract

A retired unit member's consultant contract shall include terms and conditions agreeable to the retired unit member and the District, however, service shall be rendered for forty (40) days per school year and compensation shall be at the rate of seven thousand five hundred dollars ($7,500) for each school year of the agreement. The consultant contract may be terminated upon mutual agreement of the employee and District.

15.3 District Needs

The contractual agreement for service shall be based upon District needs.

15.4 Fringe Benefits

The District shall pay the premiums for fringe benefits at the same rate that is provided full-time unit members.
ARTICLE 16. PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS

16.1 This Article 16 and the operation of a Peer Assistance and Review Program shall be suspended in any fiscal year for which Education Code Section 44500, et seq, is not funded by an appropriation in the annual State Budget Act.

16.2 Purpose

16.2.1 The Peer Assistance and Review Program for Teachers (the "program") shall be conducted in accordance with the Education Code and Title 5 of the California Code of Regulations.

16.2.2 The program enables exemplary permanent teachers to assist temporary, new, and experienced teachers in need of development in the areas of subject matter knowledge (i.e., curricular objectives), teaching strategies, and/or teaching skills.

16.2.3 Permanent teachers who have received unsatisfactory ratings in the areas of subject matter knowledge, teaching strategies, and/or teaching skills in an evaluation conducted pursuant to Education Code Section 44664 and Article 8 of this Agreement are mandatorily required to participate in the program.

16.2.4 Temporary teachers, new teachers, and experienced teachers in need of professional development in the areas of subject matter knowledge, teaching strategies, and/or teaching skills may volunteer to participate in the program.

16.3 Governance Structure of Program

16.3.1 Joint Teacher Administrator Peer Review Panels

The governance structure of the program shall include a Joint Teacher Administrator Peer Review Panel (the "Peer Review Panel" or the "panel").

16.3.2 Composition of the Peer Review Panel

The Peer Review Panel shall consist of four (4) certificated classroom teachers and three (3) District administrators. The Peer Review Panel shall have one (1) teacher alternate and one (1) administrator alternate.
16.2.3 Selection of Peer Review Panel Members

The teacher panel members shall be chosen through a District-wide secret ballot election to be conducted by the Association. Teacher panel members must meet the eligibility requirement of a consulting teacher. The administrator panel members shall be selected by the District.

16.3.3 Terms of Peer Review Panel Members

Peer Review Panel members shall serve a term of two (2) years. All members of the first panel established under the program shall serve a two (2)-year term. At the expiration of the first two (2)-year term, the panel may appoint two (2) current teacher panel members to an additional two (2)-year term, two (2) current teacher members to an additional one (1)-year term, two (2) current administrator panel members to an additional two (2)-year term, one (1) current administrator to an additional one (1)-year term, and the current teacher alternate to an additional one (1)-year term. These appointments shall be determined by lot if necessary. In the event of a vacancy, the alternate shall fill the vacancy for no longer than the remainder of the term. By two-thirds (2/3) vote of the total panel membership, the panel may recommend to the Board of Trustees that a panel member be removed for good cause. Upon such recommendation, the Board of Trustees shall determine whether good cause exists for the removal of the panel member.

16.3.4 Meetings

The times and places for meetings of the Peer Review Panel shall be determined by the panel. For the panel to meet, two-thirds (2/3) of the total panel membership must be present. The affirmative vote for an absolute majority of the total panel membership shall be necessary for any action taken by the panel.

16.4 Duties of the Peer Review Panel

16.4.1 The Peer Review Panel shall elect "consulting teachers" as follows:

Establish criteria for the evaluation and selection of applicants for the position of consulting teacher. This shall include developing rating scales to be used during the selection process.

16.4.1.1 Verify that statutory criteria for qualification of applicants have been met.
16.4.1.2 Participate as members of a subcommittee of three (3) (two (2) teachers and one (1) administrator) to observe applicants in a formal setting, which shall include the classroom.

16.4.2 The panel shall determine criteria and procedures for the disqualification and removal of a consulting teacher for good cause.

16.4.3 The panel shall review the status reports prepared by consulting teachers regarding the mandatory participation of teachers in the program as required under Section 16.5 of this Agreement.

16.4.4 The panel shall make recommendations to the Board of Trustees about mandatory participants in the program. Recommendations shall consist of a description of the assistance provided, an assessment of the teachers' participation in the program, and a recommendation whether further assistance should be provided. Recommendations shall also include the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.

16.4.5 The Peer Review Panel, in consultation with the District, shall determine the total number of consulting teachers available in the program. The panel shall determine the eligibility of new teachers and/or permanent teachers who volunteer to participate in the program, as provided in Sections 16.6 and 16.7 of this Agreement.

16.4.6 The panel shall annually evaluate the impact of the program in order to improve the program. The evaluation may include, but is not limited to, interviews or surveys of program participants. The panel may submit recommendations for improvement of the program to the Board of Trustees and to the Association.

16.4.7 The panel shall coordinate with the District to provide training, where appropriate, to panel members, consulting teachers, and participating teachers.

16.4.8 All records of the panel and consulting teachers shall be confidential. The Peer Review Panel and consulting teachers may disclose such information only pursuant to Article 16 of this agreement and as required by law.

16.5 Consulting Teacher

16.5.1 Qualifications
A District employee who meets the following qualification is eligible for classification as a consulting teacher in the program:

a. Possess a valid teaching credential;

b. Has permanent status in the District;

c. Has full time instructional responsibilities;

d. Has demonstrated exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, mastery of range of contexts and involvement in co-curricular activities as observed by a panel subcommittee;

e. Three (3) years of consecutive substantial teaching experience; and

f. Submits a written application by the established date.

16.5.2 Application

An employee seeking classification as a consulting teacher must submit an application to the Peer Review Panel. The application shall include the following:

a. Information and documentation regarding educational preparation, teaching experience, professional references, and professional experience activities as related to the position of consulting teacher; and

b. A signed statement authorizing release of personnel information relating to teaching experience and performance ratings.

16.5.3 Term

The term of a consulting teacher shall be for two (2) consecutive years. A consulting teacher may resubmit his or her application for another term. The application must be submitted by May 1 of each year with selection to be completed by June 1.

16.5.4 Vacancy

When a vacancy exists it shall be filled from the list of ranked alternates. The alternate shall fill the vacancy for no longer than the remainder of the term for the vacant position.
16.5.5 Direct Instruction of Students

A consulting teacher shall spend the majority of their time in the direct instruction of students or related activities during the school year.

16.5.6 Appointment to Management or Supervisory Position

A consulting teacher may not be appointed or assigned to a management or supervisory position in the District while serving concurrently as a consulting teacher. Functions performed by unit members of the Association pursuant to Part 25, Chapter 3, Article 4.5 of the Education Code (Section 44500 et seq.) shall not constitute management of supervisory functions as defined by Government Code Section 3540.1(g) and (m). Teacher panel members and consulting teachers shall continue to be unit members of the Association.

16.6 Program Services for Mandatory Participation

16.6.1 A permanent teacher, who receives an unsatisfactory rating in the areas of subject matter knowledge, teaching strategies, and/or teaching skills in an evaluation conducted pursuant to Education Code Section 44664 and Article 8 of this Agreement, shall participate in the Peer Assistance and Review program for Teachers. Reference to an evaluator in Article 16 of this Agreement shall mean the evaluator who conducted the evaluation pursuant to Education Code Section 44664 and Article 8 of this Agreement.

16.6.2 The evaluator's recommendations as to the improvement of the teacher's performance in the areas of subject matter knowledge, teaching strategies, and/or teaching skills provided under Education Code Section 44664 and Article 8 of this Agreement, shall be considered the performance goals for the teacher participating in the program.

16.6.3 Performance goals for the participating teacher shall be in writing, clearly stated, aligned with pupil learning, and consistent with Education Code Section 44662.

16.6.4 No later than ten (10) calendar days after the final evaluation conference under Education Code Section 44664 and Article 8 of this Agreement, the evaluator shall discuss with the consulting teacher the performance goals for the participating teacher, and the evaluator and consulting teacher shall develop a plan for assistance to help the participating teacher meet the performance goals. The plan for assistance shall commence no later than the third week of
school of the ensuing school year and shall be completed no later than the last week of February of the same school year. The evaluator and the consulting teacher are expected to establish a cooperative relationship.

16.6.5 The consulting teacher and participating teacher shall meet to discuss the plan for assistance no later than the first week of school.

16.6.6 The consulting teacher's assistance may include, but is not limited to, the following activities:
   a. Consulting with the participating teacher;
   b. Meeting and consulting with the evaluator, principal, or designee regarding the nature of the assistance being provided;
   c. Observing the participating teacher during periods of classroom instruction;
   d. Allowing the participating teacher to observe the consulting teacher of other selected teachers;
   e. Allowing the participating teacher to receive training in specified teaching techniques or in designated subject matter;
   f. Demonstrating good practices to the participating teacher;
   g. Maintaining appropriate records of the participating teacher's activities and progress; and
   h. Discussing with the participating teacher the participating teacher's activities and progress.

16.6.7 The District, at the recommendation of the panel, shall provide sufficient staff development activities to assist a participating teacher to improve his or her teaching skills and knowledge.

16.6.8 The consulting teacher shall monitor and report on the teacher's participation in the program and submit periodic written status reports of the teacher's participation in the program to the Peer Review Panel. The consulting teacher shall also submit copies of the status reports to the evaluator and the participating teacher. The status reports shall consist of a description of the assistance
provided to the participating teacher and a report of the teacher's participation in the program.

16.6.9 The consulting teacher shall prepare a final status report at the completion of the plan for assistance. The final status report shall consist of a description of the assistance provided to the participating teacher, the outcome of the teacher's participation in the program, and a recommendation whether further assistance should be provided. The final status report shall be submitted to the Peer Review Panel no later than May 1. The panel shall review the final status report and make recommendation whether further assistance should be provided. The panel shall make the final status report available for placement in the participating teacher's personnel file no later than the last day of instruction of that school year.

16.6.10 The results of a teacher's participation in the program shall be made available as part of the evaluation conducted pursuant to Education Code Section 44664 and Article 8 of this Agreement. The evaluator shall have the discretion as to whether and how to use the results of a teacher's participation in the program in such evaluation.

16.7 Program Services for New Teachers

16.7.1 The District may expend funds received for purposes of Part 25, Chapter 3, Article 4.5 of the Education Code (Section 44500 et seq.) for any of the following: (1) the Marian Bergeson Beginning Teacher Support and Assessment System (Education Code Section 44279.1 et seq.); (2) the California Pre-Internship Teaching Program (Education Code Section 44305 et seq.); (3) a District intern program as set forth in Education Code Section 44325 et seq.; (4) any program, that supports the training and development of new teachers; and (5) the program set forth below.

16.7.2 A new teacher is defined as any unit member having probationary or temporary status or any teaching intern participating in the program established under Education Code Section 44305 et seq. or section 44325 et seq.

16.7.3 The participation of a new teacher in the program is voluntary.

16.7.4 With respect to a participating first-year probationary teacher, the teacher's evaluator shall determine the performance goals of the teacher. The evaluator shall discuss with the consulting teacher the performance goals for the participating teacher. The evaluator
and the consulting teacher shall develop a plan for assistance to help the participating teacher meet the performance goals.

16.7.5 With respect to a participating second-year probationary teacher, the evaluator's recommendations for improvement, pursuant to an evaluation conducted under Education Code Section 44664 and Article 8 of this Agreement shall be considered the performance goals for the teacher. The evaluator shall discuss with the consulting teacher the performance goals for the participating teacher. The evaluator and the consulting teacher shall develop a plan to help the participating teacher meet the performance goals.

16.7.6 The evaluator and the consulting teacher are expected to establish a cooperative relationship.

16.7.7 Performance goals for the participating teacher shall be in writing, clearly stated, aligned with pupil learning, and consistent with Education Code Section 44662.

16.7.8 The consulting teacher and the participating teacher shall meet to discuss the plan for assistance.

16.7.9 The program and services provided under Section 16.6 of this agreement shall be closely coordinated with other District programs for training and assisting new teachers.

16.7.10 The consulting teacher shall prepare written status reports of the new teacher's participation in the program. No written status reports of the beginning teacher's participation shall be placed in the teacher's personnel file. The Peer Review Panel shall not forward the name of any beginning teacher participating in the program to the Board of Trustees.

16.8 Program Services for Permanent Teachers

16.8.1 A permanent certificated teacher may volunteer to receive assistance under the Peer Assistance and Review Program for Teachers.

16.8.2 The teacher's evaluator shall determine the performance goals for the teacher. The evaluator shall discuss with the consulting teacher the performance goals for the participating teacher. The evaluator and the consulting teacher shall develop a plan for assistance to help the participating teacher meet the performance goals.
16.8.3 The evaluator and the consulting teacher are expected to establish a cooperative relationship.

16.8.4 Performance goals for the participating teacher shall be in writing, clearly stated, aligned with pupil learning, and consistent with Education Code Section 44662.

16.8.5 The consulting teacher and the participating teacher shall meet to discuss the plan for assistance.

16.8.6 The program and services provided under Section 16.7 of this Agreement shall be closely coordinated with other District programs for the professional development of teachers.

16.8.7 The consulting teacher shall prepare written status reports of the teacher's participation in the program. No written status report of the teacher's participation shall be placed in the teacher's personnel file. The Peer Review Panel shall not forward the name of any voluntary permanent teacher participating in the program to the Board of Trustees.

16.8.8 Voluntary participation in the program shall become mandatory participation in the program if the participant receives an unsatisfactory rating as set forth in section 16.5.1 of this Agreement.

16.9 General Provisions

Any recommendation or evaluation regarding a teacher's participation in the program shall not be considered an evaluation or recommendation under Education Code Section 44664 and Article 8 of this Agreement. Any recommendation or evaluation regarding probationary teacher's participation in the program shall not be considered a decision to reelect or not reelect under Education Code Section 44929.21.

16.9.1 Notwithstanding any teacher's participation in the Peer Assistance and Review Program, the District retains the right to initiate disciplinary action immediately against the employee in accordance with the Education Code and law.

16.9.2 Article 16 shall not be subject to the grievance/arbitration provisions of this Agreement.
ARTICLE 17. REIMBURSEMENT

17.1 Reimbursement

17.1.1 Conditions for Reimbursements

Reimbursements shall be made to unit members for loss, destruction or damage by arson, burglary, vandalism, or during student disturbances of personal property used for District programs as outlined in this Article.

17.1.2 Property Other than Personal Articles

Reimbursement for property other than personal articles such as clothing, eyeglasses, and watches shall be made only when written approval is obtained on a District provided form (“Personal Property Declaration Form” Appendix K) for the use of the personal property in the schools before the property was brought to the school, and when the value of the property was agreed upon between the unit member(s) bringing the property, and the school administrator. The maximum reimbursement shall not exceed five hundred dollars ($500) for each separate item.

17.1.3 Personal Property on Campus

Personal property shall not remain in the District over a weekend, on holidays, or during vacation periods without the prior written approval of the unit member’s immediate supervisor, as provided in the District “Personal Property Declaration Form” (Appendix K)
ARTICLE 18. PERSONNEL FILES

18.1 Right to Inspection

The District shall comply with Education Code Section 44031 and Labor Code Section 1198.5. Upon written request, a unit member or the unit member’s designated representative has the right to inspect and to receive a copy of the personnel records maintained by the District relating to the unit member’s performance. A unit member or the unit member’s representative shall not have access to the following: records, rating or reports obtained prior to the unit member’s employment; letters of reference; records relating to the investigation of a possible criminal offense; records, rating or reports prepared by an identifiable examination committee; and records, rating or reports obtained in connection with a promotional examination.

18.2 Procedures for Inspection

Upon request, every unit member shall have the right to inspect such materials in the presence of an administrator or the administrator’s designee, provided that the request is made at a time when such person is not actually required to render services to the District.

18.3 Derogatory Material

Information of a derogatory nature, except as allowed by law, shall not be entered or filed in the unit member’s personnel file unless and until the unit member is given notice and an opportunity to review and comment on the derogatory material. A unit member shall have the right to enter, and have attached to any derogatory statement, the unit member’s own comments. The review of derogatory information shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
ARTICLE 19. PROGRESSIVE DISCIPLINE

19.1 Just Cause

The District may discipline a unit member only for just cause. Discipline shall include warnings or reprimands.

19.2 Progressive Discipline

The following progressive discipline procedures will be applied unless the District determines that the conduct is sufficiently serious to warrant an immediate higher level of discipline.

19.2.1 Verbal Counseling/Warning

The District shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum that will not be placed in the unit member’s personnel file.

19.2.2 Written Warning

Subject to Article 19.2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings will not be placed in the unit member’s file.

19.2.3 Written Reprimand

Subject to Article 19.2.1 above, reprimands will not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. A letter of reprimand shall contain a statement of the specific acts or omissions upon which the reprimand is based; where applicable, the Education Code Section, policy, regulations, or directive violated; and copies of any documentary evidence upon which the reprimand is based. The unit member will sign the reprimand to acknowledge receipt, and a copy will be placed in the unit member’s personnel file.

19.3 Suspension without Pay

Suspension without pay under this Article shall not reduce or deprive the unit member of seniority or other health and welfare benefits. The suspension shall not exceed fifteen (15) work days. Except as provided in Article 19.2, suspension shall not be used unless the unit member has received a written reprimand about similar actions.
19.3.1  **Notice of Suspension**

Notice of suspension shall be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

- A statement in ordinary language of the specific acts or omissions upon which the action is based;
- Where applicable, the Education Code section, policy, rule regulation, or directive violated;
- Penalty proposed, effective date and proposed duration of suspension;
- Copies of the documentary evidence upon which the recommendation is based including a copy of any written charges and materials on which the action is based; and
- Statement of the unit member’s right to respond.

19.3.2  (“Skelly Meeting”) The unit member shall have the right to respond to the suspension notice either orally or in writing, or both within ten (10) calendar days to the Superintendent or designee. The purpose of the meeting shall be to permit the unit member to respond to the charges against the unit member.

19.3.3  The Superintendent or designee shall consider the unit member’s response and within five (5) calendar days recommend that the proposed suspension either be taken or not taken.

19.4  **Appeal of Discipline**

19.4.1  **Written Reprimand**

If the unit member chooses to appeal the imposition of a written reprimand, the appeal notice must be filed within five (5) workdays from the time of notice of or imposition of the disciplinary action, whichever comes first. The appeal must be made in writing and hand delivered to the office of the Superintendent. The Superintendent or designee will provide a written decision within ten (10) workdays of the filing of the appeal. The Superintendent’s decision will be final.
19.4.2 **Suspension**

Within ten (10) work days of the receipt of the Superintendent or designee’s decision to suspend a bargaining unit member, the Association may appeal a suspension by the Superintendent to arbitration according to Article 4.

19.4.2.1 At the arbitration hearing documentation supporting discipline, including written reprimands, may be subject to the arbitrator’s review.

19.4.2.2 Evidence will not be admitted at any level of this process that supports events that occurred more than four (4) years prior to the incident(s) cited as the basis for discipline.

19.4.2.3 The arbitrator shall provide a written decision within twenty (20) workdays of the completion of the hearing.

19.4.2.4 **Effect on Pending Appeal**

If an appeal is filed by the unit member or the Association related to the unit member’s proposed suspension, then the suspension action proposed by the District shall be stayed pending a final decision on the appeal.

19.5 **Administrative Leave with Pay**

19.5.1 The District at its discretion may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against the unit member. Full benefits and seniority status shall remain in force pending the investigation. Administrative Leave will not be considered disciplinary in nature.

19.5.2 In the event a unit member is placed on administrative leave with advance notice, a notice will be hand delivered to the unit member, and if that is not possible, sent to the unit member by certified mail addressed to the unit member’s last known address, regarding removal from the position. A copy of the notice shall be sent to the Association President and site administrator.

19.6 **Confidentiality**

All information or proceeding regarding any action or proposed actions pursuant to the article will be kept confidential by the parties to the extent permitted by law.
19.7 **Application**

This Article is not intended to apply to suspensions pursuant to Education Code Sections 44939, 44940, or 44942.
ARTICLE 20. TERMS

20.1 THIS AGREEMENT, hereinafter referred to as the Agreement, is entered into this July 1, 2019 by and between the Governing Board of RAVENSWOOD CITY SCHOOL DISTRICT, hereinafter referred to as "District", and the RAVENSWOOD TEACHERS ASSOCIATION / CALIFORNIA UNIT MEMBERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as "RTA or Association."

The term "Agreement" as used herein means the written agreement provided under Sections 3540-3549.3 of the Government Code.

This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with matters covered in this Agreement.

20.2 Terms of Agreement

This Agreement shall take effect on the date approved by the Governing Board, except as specifically described in any article, and shall remain in full force and effect unless otherwise provided herein until such time as a successor agreement is reached.

The term of this Agreement shall be from July 1, 2019 to June 30, 2022.

20.3 Modification of Agreement

These terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

20.4 Designated Reopeners

20.4.1 Designated Reopeners for 2019-2020

For the 2019-2020 school year, the two parties agree that Article 5: Class Size will be the only Article that may be reopened. Either party may sunshine this Article for reopening at any time after the Governing Board approval of this Agreement, and no later than February 2020.

20.4.2 Designated Reopeners for 2020-2021

For the 2020-2021 school year, the parties agree to reopen Article 12: Compensation. In addition, each party may reopen no more than two (2) additional articles. The parties will exchange their sunshine proposals at the same time.
20.4.3 **Designated Reopeners for 2021-2022**

For the 2021-2022 school year, the parties agree to reopen Article 12: Compensation. In addition, each party may reopen no more than two (2) additional articles. The parties will exchange their sunshine proposals at the same time.

20.5 **Successor Agreement Bargaining**

20.5.1 In February 2022, the parties will exchange their sunshine proposals at the same time. This exchange will take place in time for the proposals to be presented at a Governing Board meeting in February. All Articles may be opened for the Successor Collective Bargaining Agreement.

20.5.2 The parties agree to begin meeting and negotiating during March 2022.

20.6 **Savings Clause**

Should any section, paragraph, or provision of this Agreement be declared or adjudicated unlawful, void, inoperative, unenforceable by court of competent jurisdiction or rendered invalid by legislative enactment, all remaining sections, paragraphs, and provisions of this Agreement shall remain in full force in effect to the extent permitted by law.

20.7 **Miscellaneous - Finalization of Collective Bargaining Agreement**

20.7.1 Within twenty (20) work days of approval by the Governing Board, the District will provide four (4) hard copies and email a copy of the draft Collective Bargaining Agreement to be proofed by RTA.

20.7.2 Within the first fifteen (15) unit member work days from the District submission to RTA, RTA will have completed its proofing and submitted any changes to Human Resources.

20.7.3 Within five (5) work days, Human Resources will email an updated version to RTA.

20.7.4 Within five (5) work days from receiving the email updated version, RTA will review the changes with the Director of Human Resources to reach mutual agreement on the final version.

20.7.5 Within five (5) work days, Human Resources will email an electronic WORD version of the Collective Bargaining Agreement,
including the Appendix as attachments, and provide a hard-copy to each RTA Bargaining Team member.

FOR RTA:  

FOR THE DISTRICT:  

Date: 9/19/19  

Date: 9/19/19
Collective Bargaining Agreement  
Between  
Ravenswood City School District and Ravenswood Teachers’ Association  

Appendices  

Appendix A Grievance Procedure Forms  
  • A-1: Grievance Level II Form  
  • A-2: Grievance Level III Form  

Appendix B Site-Based In-Service/Professional Development Evaluation Form  

Appendix C Work Year Calendar  

Appendix D Evaluation Forms  
  • D-1: Pre-evaluation Conference Form  
  • D-2: formal Observation Form  
  • D-3: Summative Evaluation Form  
  • D-4: Performance Improvement Plan Form  
  • D-5 Continuum of Teaching Practice  

Appendix E FMLA/CFRA  
  • E-1: District Administrative Regulation 4161.8/4261.8/4361.8  
  • E-2: Military Exigency Leave - 29 CFR 825.126  

Appendix F Education Code § 44014  

Appendix G Education Code §§ 48900, 48910  

Appendix H Education Code § 44807  

Appendix I Education Code §§ 49001, 49005, et seq.  

Appendix J Salary Schedules  
  • J-1: 2018-2019 Salary Schedules  
  • J-2: 2019-2020 Salary Schedules  
  • J-3: Bargaining History regarding Salary Schedule Changes  

Appendix K Personal Property Declaration Form  
  • K-1: Declaration Form  
  • K-2: Reimbursement Form
Appendix A – Grievance Procedure Forms
RAVENSWOOD CITY SCHOOL DISTRICT
STATEMENT OF GRIEVANCE FORM
LEVEL II

<table>
<thead>
<tr>
<th>GRIEVANT’S NAME</th>
<th>SCHOOL/DEPARTMENT</th>
<th>HOME PHONE/EMAIL</th>
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1. A clear concise statement of the grievance, and the circumstances involved (please indicate names, locations, times, etc.):

2. Specific RTA/District contractual section(s) violated, misinterpreted or misapplied:

3. Remedy Sought:

Grievant Signature: Association Representative(s):

Date: Date:
RAVENSWOOD CITY SCHOOL DISTRICT
STATEMENT OF GRIEVANCE FORM
LEVEL III

<table>
<thead>
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<th>GRIEVANT'S NAME</th>
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<tbody>
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</table>

1. A clear concise statement of reasons for the appeal:

2. The specific remedy sought (which shall be the same as requested at Level II):

3. Attach a copy of the original grievance and response from Level II:

Grievant Signature: Association Representative(s):

Date: Date:
RAVENSWOOD CITY SCHOOL DISTRICT

SITE-BASED IN-SERVICE/PROFESSIONAL DEVELOPMENT EVALUATION FORM

The quality of professional meetings and personal growth of participants is dependent upon the reactions, comments, and input of the attendees. To assist us in planning for future staff development meetings, please take a few minutes to complete the following evaluation form.

School: _____________________________  Assignment: _____________________________

Date of Meeting: ______________________  Check one:  □ Certificated  □ Classified

Major focus of today’s meeting was:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

The overall content of today’s meeting was:

□ Very Helpful
□ Helpful
□ Somewhat Helpful
□ Not Helpful

Comments:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
# Appendix C – Work Year Calendar

## Ravenswood City School District

10 month Calendar 2019-2020

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<th>Month</th>
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<th>T</th>
<th>W</th>
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### Notations
- 13 New RTA Unit Members Start Date
- 14 New RTA Unit Members Start Date
- 15-16 New RTA Unit Members Start Date
- 16-17 New RTA Unit Members Start Date
- 18-19 New RTA Unit Members Start Date
- 20-21 New RTA Unit Members Start Date
- 22-23 New RTA Unit Members Start Date
- 24-25 New RTA Unit Members Start Date
- 26-27 New RTA Unit Members Start Date
- 28-29 New RTA Unit Members Start Date
- 30-31 New RTA Unit Members Start Date
- 32-33 New RTA Unit Members Start Date
- 34-35 New RTA Unit Members Start Date
- 36-37 New RTA Unit Members Start Date
- 38-39 New RTA Unit Members Start Date
- 40-41 New RTA Unit Members Start Date
- 42-43 New RTA Unit Members Start Date
- 44-45 New RTA Unit Members Start Date
- 46-47 New RTA Unit Members Start Date
- 48-49 New RTA Unit Members Start Date
- 50-51 New RTA Unit Members Start Date
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- 66-67 New RTA Unit Members Start Date
- 68-69 New RTA Unit Members Start Date
- 70-71 New RTA Unit Members Start Date
- 72-73 New RTA Unit Members Start Date
- 74-75 New RTA Unit Members Start Date
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- 108-109 New RTA Unit Members Start Date
- 110-111 New RTA Unit Members Start Date
- 112-113 New RTA Unit Members Start Date
- 114-115 New RTA Unit Members Start Date
- 116-117 New RTA Unit Members Start Date
- 118-119 New RTA Unit Members Start Date
- 120-121 New RTA Unit Members Start Date

### Calendar Notes
- **New RTA Unit Members**
  - Work year: 188 days
  - CSEA Unit Members: 10 months
  - Work year: 186 days

### Events
- **2 & 3rd Conference (Minimum Days)**
- **4th Conference (Minimum Days)**
- **5th Conference (Minimum Days)**
- **6th Conference (Minimum Days)**
- **7th Conference (Minimum Days)**
- **8th Conference (Minimum Days)**
- **9th Conference (Minimum Days)**
- **10th Conference (Minimum Days)**
- **11th Conference (Minimum Days)**
- **12th Conference (Minimum Days)**
- **13th Conference (Minimum Days)**
- **14th Conference (Minimum Days)**
- **15th Conference (Minimum Days)**
- **16th Conference (Minimum Days)**
- **17th Conference (Minimum Days)**
- **18th Conference (Minimum Days)**
- **19th Conference (Minimum Days)**
- **20th Conference (Minimum Days)**
- **21st Conference (Minimum Days)**
- **22nd Conference (Minimum Days)**
- **23rd Conference (Minimum Days)**
- **24th Conference (Minimum Days)**
- **25th Conference (Minimum Days)**
- **26th Conference (Minimum Days)**
- **27th Conference (Minimum Days)**
- **28th Conference (Minimum Days)**
- **29th Conference (Minimum Days)**
- **30th Conference (Minimum Days)**
- **31st Conference (Minimum Days)**

### Approved by:
- Interim Superintendent
- CSEA President
- RTA President
Appendix D – Evaluation Forms
Appendix D-1

RAVENSWOOD CITY SCHOOL DISTRICT

PRE-EVALUATION CONFERENCE FORM

By the first work day of October, Unit Members to be evaluated must be notified. This form is to be completed by the last work day of October (Article 8, Section 8.3.3).

Name: ______________________ Assignment: ______________________ School: ______________________

[ ] Temporary [ ] Probationary 1 [ ] Probationary 2 [ ] Permanent

Evaluator: ______________________ Evaluator Position: ______________________

Determine from the California Standards for the Teaching Profession three (3) of the six (6) Standards that will provide the focus of the evaluation (Article 8, Section 8.5.1(b) of the contract). The Unit Member shall select one (1) standard. The Evaluator shall select one (1) standard. The third standard shall be the standard selected by the District for a District-wide focus. In the absence of a District-wide focus, the third standard shall be selected by the Unit Member.

1. Standard [#] ______________________

2. Standard [#] ______________________

3. Standard [#] ______________________

Methods of Assessment:
Assessment methods will include classroom observations and a review of teacher-developed lessons and work products.

Observation # ______ Observation Date: _____________ Time: _____________

Continuum of Teaching Practice:
The Revised 2012 Continuum of Teaching Practice is aligned with the 2009 California Standards for the Teaching Profession (CTSP) and builds on California’s pre-service Teaching Expectations and sets forth a description of teaching that respects the diverse ways teachers pursue excellence in teaching and learning. The Continuum of Teaching Practice is the tool that will be used for self-reflection, goal setting, and inquiry into practice. The common language about teaching and learning will be used to promote professional growth within an environment of collegial support.

I understand that the District Professional Requirements are included as a part of my evaluation.

Evaluator's Signature: ______________________ Date: _____________ Unit Member's Signature: ______________________ Date: _____________
Appendix D-2
RAVENSWOOD CITY SCHOOL DISTRICT

FORMAL OBSERVATION FORM
This form is to be completed during and after the observation and reviewed during the post observation conference summary (within 5 days of the observation). A formal observation is required by the end of January for temporary and probationary unit members and by March 1st for permanent unit members.

Name: __________________________ Assignment: __________________________ School: ________________
☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent
Evaluator: __________________________ Evaluator Position: __________________________
Observation #: __________ Observation Date: __________ Time: __________

A. Description of lesson observed and general notes:

B. In what ways did the presentation of the lesson relate to or meet one or more of the standards chosen to provide a focus for the teacher’s evaluation?
   a. First Standard:

   b. Second Standard:

   c. Third Standard:

C. Strengths observed:

D. Suggestions for improving the lesson:

E. Recommendations for subsequent lessons and/or next observation:

F. Constraints inhibiting ability to meet objectives and standards:
Formal Observation Result

First Standard:
- Level 1: Emerging
- Level 2: Exploring
- Level 3: Applying
- Level 4: Integrating
- Level 5: Innovating

Second Standard:
- Level 1: Emerging
- Level 2: Exploring
- Level 3: Applying
- Level 4: Integrating
- Level 5: Innovating

Third Standard:
- Level 1: Emerging
- Level 2: Exploring
- Level 3: Applying
- Level 4: Integrating
- Level 5: Innovating

________________________________________

Date and time of next observation (if needed): ________________________________

Evaluator’s Signature   Date   Unit Member’s Signature   Date

Unit Member’s signature does not indicate agreement. A written response may be submitted within ten (10) days.
SUMMATIVE EVALUATION FORM

This form is to be completed no later than thirty (30) days prior to the last day of school.

Name: ____________________________ Assignment: ____________________________ School: ____________________________

☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Evaluator: ____________________________ Evaluator Position: ____________________________

Pre-Evaluation Conference(s) Date(s) and Time(s): ____________________________
Pre-Observation Conference(s) Date(s) and Time(s): ____________________________
Formal Observation(s) Date(s) and Time(s): ____________________________
Post-Observation Conference(s) Date(s) and Time(s): ____________________________

NA - Not Applicable therefore not observed
1 - Level 1: Emerging
2 - Level 2: Exploring
3 - Level 3: Applying
4 - Level 4: Integrating
5 - Level 5: Innovating

Summary Comments: Commentations and recommendations must include those relative to the Standards. An overall evaluation that denotes “Emerging” or “Exploring” must be accompanied by a District Performance Improvement Plan.

<table>
<thead>
<tr>
<th>Standard 1 - Engaging and Supporting All Students in Learning</th>
<th>NA</th>
<th>1</th>
<th>2</th>
<th>3</th>
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<th>Comments</th>
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<tbody>
<tr>
<td>1.1 - Using knowledge of students to engage them in learning</td>
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<td>1.2 - Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests</td>
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<td>1.3 - Connecting subject matter to meaningful, real-life contexts</td>
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<td>1.4 - Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs</td>
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<td>1.5 - Promoting critical thinking through inquiry, problem solving, and reflection</td>
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<td>1.6 - Promoting critical thinking through inquiry, problem solving, and reflection</td>
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<td>Standard 2 - Creating and Maintaining Effective Environments for Student Learning</td>
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<td>2.1 - Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.</td>
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<td>2.3 - Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</td>
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<td>2.4 - Creating a rigorous learning environment with high expectations and appropriate support for all students</td>
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<td>2.5 - Developing, communicating, and maintaining high standards for individual and group behavior</td>
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<td>2.6 - Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</td>
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<td>2.7 - Using instructional time to optimize learning</td>
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<td>3.1 - Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</td>
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<td>3.2 - Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</td>
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<td>3.3 - Organizing curriculum to facilitate student understanding of the subject matter</td>
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<td>3.4 - Utilizing instructional strategies that are appropriate to the subject matter</td>
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<td>3.5 - Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</td>
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<td>3.6 - Addressing the needs of English learners and students with special needs to provide equitable access to the content</td>
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<td>4.1 - Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</td>
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<td>4.2 - Establishing and articulating goals for student learning</td>
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<td>4.3 - Developing and sequencing long-term and short-term instructional plans to support student learning</td>
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<td>4.4 - Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</td>
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<td>4.5 - Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</td>
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<tr>
<th>Standard 5 - Assessing Students for Learning</th>
<th>NA</th>
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<tbody>
<tr>
<td>5.1 - Applying knowledge of the purposes, characteristics, and uses of different types of assessments</td>
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<td>5.2 - Collecting and analyzing assessment data from a variety of sources to inform instruction</td>
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<td>5.3 - Reviewing data, both individually and with colleagues, to monitor student learning</td>
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<td>5.4 - Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</td>
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<td>5.5 - Involving all students in self-assessment, goal setting, and monitoring progress</td>
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<td>5.6 - Using available technologies to assist in assessment, analysis, and communication of student learning</td>
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<td>5.7 - Using assessment information to share timely and comprehensible feedback with students and their families</td>
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<td>Standard 6 - Developing as a Professional Educator</td>
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<td>6.1 - Reflecting on teaching practice in support of student learning</td>
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<td>6.2 - Establishing professional goals and engaging in continuous and purposeful professional growth and development</td>
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<td>6.3 - Collaborating with colleagues and the broader professional community to support teacher and student learning</td>
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<td>6.4 - Working with families to support student learning</td>
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<td>6.5 - Engaging local communities in support of the instructional program</td>
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<td>6.6 - Managing professional responsibilities to maintain motivation and commitment to all students</td>
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<td>6.7 - Demonstrating professional responsibility, integrity, and ethical conduct</td>
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S - Satisfactory
U - Unsatisfactory

**Dates Conduct Addressed:** If a substandard of District Professional Requirements is marked "Unsatisfactory," the dates where this unsatisfactory conduct was previously addressed by the evaluator must be included.

<table>
<thead>
<tr>
<th>District Professional Requirements</th>
<th>S</th>
<th>U</th>
<th>Dates Conduct Addressed</th>
<th>Comments</th>
</tr>
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<tbody>
<tr>
<td>7.1 - Maintaining a professional record of punctuality and attendance</td>
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<td>7.2 - Adhering to school site policies and directives</td>
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<td>7.3 - Abiding by adopted Board of Education policies and procedures</td>
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<td>7.4 - Assuming and completing school-related assignments (e.g. yard supervision, attendance at contracted after hours school events, etc.)</td>
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<td>7.5 - Meeting professional standards in personal appearance and grooming</td>
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<td>7.6 - Providing necessary plans and materials for substitutes</td>
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</table>
Summary of major strengths identified during the year:

Summary of major areas of needed improvement identified during the year:

Major recommendation for improvement:

Constraints inhibiting ability to meet objectives and standards:

OVERALL EVALUATION

The overall evaluation is determined by the three (3) selected standards on the Pre-Evaluation Conference Form:

☐ Level 1: Emerging
☐ Level 2: Exploring
☐ Level 3: Applying
☐ Level 4: Integrating
☐ Level 5: Innovating

Performance Improvement Plan:

☐ Yes, required if two key elements within the three standards are marked, "Emerging" or "Exploring"
☐ No

Recommendation for Employment:

☐ Yes, employment is recommended for next year
☐ No

Evaluator's Signature  Date  Unit Member's Signature  Date

Unit Member's signature does not indicate agreement. A written response may be submitted within ten (10) days.

Teacher's comments attached:  ☐ Yes  ☐ No
# Appendix D-4

RAVENSWOOD CITY SCHOOL DISTRICT

**PERFORMANCE IMPROVEMENT PLAN**

A Performance Improvement Plan is required if two key elements within the three standards are marked, "Emerging" or "Exploring.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Assignment:</th>
<th>School:</th>
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<tbody>
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- □ Temporary
- □ Probationary 1
- □ Probationary 2
- □ Permanent

<table>
<thead>
<tr>
<th>Evaluator:</th>
<th>Evaluator Position:</th>
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## Area(s) of Improvement

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<tr>
<th>Evidence of Area(s) Needing Improvement</th>
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## Performance Goal(s)

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<th>Required Steps for Improvement</th>
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## Resources Provided

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<th>Timeline for Progress Review</th>
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Evaluator's Signature Date Unit Member's Signature Date
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<td>Standard 5: Assessing Students for Learning</td>
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<td>Standard 6: Developing as a Professional Educator</td>
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<td>State of CA Commission on Teacher Credentialing</td>
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<td>CCTC and CDE Staff</td>
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<tr>
<td>California Standards for the Teaching Profession Advisory Panel (2008–09)</td>
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</table>

*Developed in collaboration with the CCTC and the Center for Teaching and Learning, 2002.*
Introduction

Context and History
California Standards for the Teaching Profession

California Standards for the Teaching Profession (CSTP) are intended to provide common language and a vision of the scope and complexity of the profession. They define a vision of teaching as well as professional roles and responsibilities from preservice teacher to experienced practitioner. The standards are not standalone tools to control the specific actions of teachers, but rather to guide teachers as they develop, refine, and extend their practices.

The current version of the CSTP (2008) has been developed to respond to changes in the context for teaching and learning in California over the past decade and to address the pressing needs of an increasingly diverse K-12 student population. Particular focus has been paid to writing language related to student learning, assessment practices, and equitable policy designed to address English language learners and students with diverse learning needs. The updated version of the CSTP expands on the focus of teaching and learning in the 21st century with traditional classroom and content not likely to be translated through innovative technologies and globalization conversations. The CSTP continues to support a vision for the teaching profession—one that is equitable, engaging, and fulfilling for teachers at all stages of their careers.

Continuum of Teaching Practice
California's Continuum of Teaching Practice is based on foundational work of the California Commission on Teacher Credentialing (CCTC), the California Department of Education (CDE) and the New Teacher Center (NTC) over the past 15 years. The 2006 Continuum of Teaching Practice is aligned with the CSTP, builds on California's pre-service Teaching Performance Expectations and sets forth a description of teaching that respects the diversity ways teachers pursue excellence in teaching and learning.

The Continuum of Teaching Practice is a tool for self-assessment, goal setting, and inquiry into practice. It provides common language about teaching and learning, and can be used to promote professional growth within an environment of ongoing support. Self-assessment does not mean teachers are rating themselves, but rather that they engage in data-driven conversations about their ongoing development as professionals. District and induction program leaders can use teacher assessment data to guide and support collaborative professional development focused on student achievement. Since 1992, Competing Teacher Support and Assessment (CTSA) Partnership Programs in CA have been using formative assessment to support and inform teachers about their professional practice as they reflect and improve upon their teaching as part of a continuous improvement cycle. Formative assessment promotes and develops professional learning by inquiry, collaboration, data-driven decisions, and reflection to improve student learning and is characterized by an inquiry cycle building evidence and refining action. Plan instruction—teach and assess.

A formative assessment system has three essential components: standards, criteria and evidence of practice. Standards refer to the California Standards for the Teaching Profession (CSTP), and are in alignment with the P-12 academic content standards. Criteria refer to indicators of teaching practice. Evidence of practice includes multiple sources such as lesson plans, observation data, and student work analysis and is used to make valid self-evaluations on the Continuum of Teaching Practice. The Continuum of Teaching Practice is one component of a comprehensive formative assessment system for teachers, based on the California Standards for the Teaching Profession (CSTP).

The Continuum of Teaching Practice is aligned to the 2009 California Standards for the Teaching Profession (CSTP):

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

The Continuum of Teaching Practice is appropriately used with data collected over time and is not appropriate for use with evidence collected on a single occasion. While the Continuum of Teaching Practice is a reference for assessing professional growth and for launching a cycle of inquiry, the Continuum is not designed for use as an standalone observation or evaluation instrument.
Rationale and Use
The Continuum of Teaching Practice was developed to:

- Define the diversity of knowledge and skills needed to meet the varied and evolving needs of students.
- Support the collective practice and ongoing learning of teachers.
- Support an ongoing process of formative assessment of a teacher's practice based on standards, criteria, and evidence.
- Set short- and long-term goals for professional development over time.
- Describe teaching practice and development throughout a teacher's career.
- Support a vision of ongoing learning and teacher development.
- Encourage collaboration between classroom teachers, resource personnel, and families to ensure that all students are successful.

Structure and Organization
The Continuum of Teaching Practice is organized to describe five levels of development. Each level addresses where a teacher should be and what they should do to meet the CSTP standards. In addition to the description of teaching in CSTP 1: Engaging and Supporting All Students in Learning and CSTP 2: Creating and Maintaining Effective Environments for Student Learning, etc., what students would be doing at each level of practice.

- The levels do not represent a chronological sequence in a teacher's growth, but each row describes developmental levels of performance.
- The levels become increasingly complex and sophisticated and integrate the skills of previous levels.

In the first column, under the language of each domain, is a space to record evidence of practice related to that CSTP element. Teachers reflect and describe practice in terms of evidence prior to self-assessing in order to make valid and accurate assessments.

Reading and Self-Assessing on the Continuum
The process of assessing on the Continuum of Teaching Practice can be done individually or collaboratively. Begin by reading the element and thinking of evidence of practice related to that element. Record evidence in the space provided underneath the element for the emerging level of practice. Using that evidence as a guidepost continues across the levels of the continuum noting additional evidence as you progress. Using evidence as a determinant for assessing practice. For example, if you are a novice in regards to that element, you might find your practice by reading Level 1: Emerging, and then really or more levels to the right of that to assess practice. However, if you are experienced in a particular element, you might read and use evidence across to Level 3: Applying and beyond.

It is critical to begin on the left of the Continuum because any practice described to the left on the Continuum is carried across to those on the right even if not explicitly stated. Highlight the descriptions that look exactly current practice. Once the self-assessment, Subsequent self-assessments can be in a different color highlight, to show growth over time.

A teacher may be at Level 1 or 2 in some elements of the CSTP and Levels 3 and 4 in others, no matter how many years since he has been in the profession. Because a teacher's growth is developmental, one may return to an earlier level temporarily if there are changes in a teacher's career, such as new courses, classroom, grade level, school, or student demographics. In fact, it is not uncommon for teachers to self-assess and find they have moved from right to left on the Continuum. This is a norm to new teaching contexts, responsibilities, challenges, or even a deeper understanding of the work.
Developmental Levels

Level 1: Emerging
Expands understanding of curriculum and instructional practices to support understanding and engagement. Focuses on achievement. Demonstrates knowledge of teaching and learning that supports achievement. Utilizes knowledge of CSTP to motivate student understanding and engagement. Maintains a consistent focus on student understanding and engagement. Supports and challenges all students to achieve.

Level 2: Exploring
Expands use of additional instructional practices to support student understanding and engagement. Develops understanding of required assessments and uses of data to inform student progress. Works collaboratively with assigned colleagues to reflect on and improve teaching practices and student success.

Level 3: Applying
Expands use of additional instructional practices to support student understanding and engagement. Develops understanding of required assessments and uses of data to inform student progress. Works collaboratively with assigned colleagues to reflect on and improve teaching practices and student success.

Level 4: Integrating
Expands use of additional instructional practices and supplemental resources utilized to improve student understanding and engagement. Maintains a consistent focus on student understanding and engagement. Supports and challenges all students to achieve.

Level 5: Innovating
Expands use of additional instructional practices and supplemental resources utilized to improve student understanding and engagement. Maintains a consistent focus on student understanding and engagement. Supports and challenges all students to achieve.

Continuum of Teaching Practice

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## Levels of Teacher Development Across the CSTP

<table>
<thead>
<tr>
<th>CSTP</th>
<th>Emerging (Level 1)</th>
<th>Exploring (Level 2)</th>
<th>Applying (Level 3)</th>
<th>Integrating (Level 4)</th>
<th>Innovating (Level 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engaging and Supporting All Students in Learning</td>
<td>Expands awareness of curriculum and instructional practices to support understanding and engage students in learning.</td>
<td>Explores use of additional instructional practices to reach the curriculum and support student understanding and engagement.</td>
<td>Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve student understanding and engagement.</td>
<td>Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen student understanding and engagement.</td>
<td>Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in-depth studies of content and promote high levels of student understanding and engagement.</td>
</tr>
<tr>
<td>Creating and Maintaining Effective Environments for Student Learning</td>
<td>Recognizes the importance of building a positive learning environment that is focused on achievement.</td>
<td>Guides the development of a respectful learning environment focused on achievement.</td>
<td>Maintains a respectful and supportive learning environment in which all students can achieve.</td>
<td>Provides a respectful and rigorous learning environment that supports and challenges all students to achieve.</td>
<td>Facilitates a learning environment that is respectful, rigorous, and responsive to advancing student achievement.</td>
</tr>
<tr>
<td>Understanding and Organizing Subject Matter for Student Learning</td>
<td>Demonstrates knowledge of teaching strategies as described in the California Standards for the Teaching Profession (CSTP).</td>
<td>Expands knowledge of related elements of effective instruction, learning goals, and content as informed by the CSTP.</td>
<td>Utilizes knowledge of CSTP to examine connections between elements of effective instruction, learning goals, assessments, and content standards.</td>
<td>Articulates knowledge of the interrelationships between elements of effective instruction, learning goals, assessments, and content across the CSTP.</td>
<td>Applies in-depth knowledge of the CSTP to instruct other effective instruction, learning goals, and assessments within and across content areas.</td>
</tr>
</tbody>
</table>

**Continuum of Teaching Practice**  
The Continuum of Teaching Practice was designed for use as a stimulus for observation and evaluation in the context of the CSTP. It is intended to serve as a guide for professional development in teaching and learning across all content areas.
<table>
<thead>
<tr>
<th>CSTP</th>
<th>Emerging Level 1</th>
<th>Exploring Level 2</th>
<th>Applying Level 3</th>
<th>Integrating Level 4</th>
<th>Innovating Level 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>and Designing Learning</td>
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<tr>
<td>Experiences for All Students</td>
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</tr>
<tr>
<td>Assessing Students</td>
<td>Develops understanding of student progress and uses of data to inform student progress.</td>
<td>Explores the use of different types of assessments to expand understanding of student learning needs and support planning.</td>
<td>Utilizes a variety of assessments that provide rich data on student learning to guide planning. Collaborates and reflects regularly with colleagues to improve teaching practices and student success.</td>
<td>Develops, adapts, and integrates assessments into instruction that provide rich data on student learning that guides ongoing adjustments to instruction that maximize student learning.</td>
<td>Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments to instruction that maximize student learning.</td>
</tr>
<tr>
<td>for Learning</td>
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</tr>
<tr>
<td>Developing as a Professional Educator</td>
<td>Work collaboratively with assigned colleagues to reflect on and improve teaching practice and student success.</td>
<td>Seeks collaboration with colleagues, resource personnel, and families to reflect on ways to improve teaching practices and student success.</td>
<td>Collaborates and reflects regularly with colleagues to improve teaching practice and student success.</td>
<td>Analyses and integrates information from a wide range of sources to expand skills of collaboration and reflection as a habit of practice and re-impact teacher effectiveness and student learning.</td>
<td>Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students.</td>
</tr>
</tbody>
</table>
Glossary of Terms

The Continuum provides a common language of standards-based practice in a community of learners.

Structure

Continuum: a document describing different levels of practice or knowledge along various stages of development.

Describe an individual cell, or "box," representing the developmental levels in the Continuum of Teaching Practice.

Standards: one of six areas of teaching practice that comprise the CA Standards for the Teaching Profession (CACTP).

Elements: a subset or sub-domain of teaching practice within any of the six CACTP standards.

Levels: Each level describes thinking in terms of pedagogy, instructional practices, content knowledge, learning environment, collaboration, and leadership.

Concepts

Diversity: refers to culture, ethnicity, language, race, religion, gender, sexual orientation, socioeconomic background, learning abilities, and learning styles.

Equity: means ensuring learning for all students.

Pre-Assessment: refers to assessment that occurs prior to engaging instruction, at which significant new instructional concepts are introduced. Pre-assessments inform teachers of a wide range of students' knowledge and abilities in order to guide instruction.

Entry level assessment: refers to an initial assessment of competencies when a student first enrolls in a class or course of study.

Context: Real-life contexts include students' unique family and community settings. "Nonlinear" thinking describes the familial world, and the broader societal, cultural, and global settings are "nonlinear" looking into the larger world (E. Spelke, 1990).

Culturally Responsive Teaching: George Gay (2000) defines culturally responsive teaching as using the cultural knowledge, prior experiences, and performance styles of diverse students to make learning more appropriate and effective for them. It requires the teacher to understand and communicate in the academic and personal styles of students.

Academic Language: Academic language is the language (oral and written) needed by students to understand and communicate in the academic disciplines. Academic language includes such things as specialized vocabulary, conventional text structures within a field (e.g., whole sources, narratives, essays, lab reports), and other language-related activities typical of classrooms, e.g., participating in a discussion, preparing an argument, computing, and contrasting, asking for clarification. (Revised from WACT, 2018).
### Standard 1 CSTP: Engaging and Supporting All Students in Learning

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

<table>
<thead>
<tr>
<th>Element</th>
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<th>Integrating</th>
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<tbody>
<tr>
<td>1.1</td>
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<tr>
<td>Using knowledge of students to engage them in learning</td>
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<tr>
<td><strong>Evidence:</strong></td>
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</tr>
<tr>
<td></td>
<td>Listen for evidence through data provided by the school and/or through direct assessments.</td>
<td>Gather additional data to learn about individual students.</td>
<td>Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.</td>
<td>Uses data from multiple sources to make adjustments to instruction and assess individual identified learning needs.</td>
<td>Uses comprehensive knowledge of students to make ongoing adjustments and accommodations in instruction.</td>
</tr>
<tr>
<td></td>
<td>Some students may engage in learning using instructional strategies focused on the class as a whole.</td>
<td>Students engage in lessons or sequences of lessons that include some adjustments based on assessment.</td>
<td>Students actively engage in learning through the use of adjustments in instruction to meet their needs.</td>
<td>Students actively utilize a variety of instructional strategies and technologies in learning that ensure equitable access to the curriculum.</td>
<td>Students take ownership of their learning by choosing from a wide range of methods to further their learning that are responsive to their diverse learning needs.</td>
</tr>
</tbody>
</table>

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**Continuum of Teaching Practice**

*The Continuum of Teaching Practice is not designed to be used as a stand-alone observation or evaluation instrument. Developed in collaboration with the CTC, UCLA and New Teacher Center. Modified June 2012.*
Standard CSTP: Engaging and Supporting All Students in Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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<tr>
<th>Element</th>
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<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests</td>
<td>Develop awareness of prior knowledge, culture, backgrounds, life experience, and interests represented among students.</td>
<td>Un-gathered information about students' prior knowledge, cultural background, life experiences, and interests to support student learning.</td>
<td>Uses school resources and faculty to expand understanding of students' prior knowledge, cultural backgrounds, life experiences, and interests to connect to student learning.</td>
<td>Integrates based knowledge of students' cultural backgrounds, prior knowledge, life experiences, and interests to inform instruction.</td>
<td>Uses extensive information regarding students and their communities systematically and flexibly throughout instruction.</td>
</tr>
</tbody>
</table>

**Evidence:**

- Some students cannot connect learning activities to their own lives.
- Students participate in simple lessons or sequence of lessons related to their interests and experiences.
- Students make connections between curriculum and their prior knowledge, backgrounds, life experiences, and interests.
- Students actively engage in curriculum which relates their prior knowledge, experiences, and interests within and across learning activities.
- Students can articulate the relevance and impact of lessons on their lives and society.

**Continuum of Teaching Practice**

The continuum of teaching practice is not designed for use as a formative observation or evaluation instrument. Development in collaboration with the CSTP KDE and New Teacher Center. Revised June 2023.
### Standard 1 CSTP: Engaging and Supporting All Students in Learning

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment: 1) List evidence in the first column 2) Assess level of practice 3) Date.

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<tr>
<th>Element</th>
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<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3 Connecting subject matter to meaningful, real-life contexts</td>
<td>Uses real-life connections during instruction as identified in curriculum.</td>
<td>Explores additional real-life connections to subject matter in single lessons or sequence of lessons to support student understanding.</td>
<td>Includes connections from subject matter to meaningful, real-life contexts, including those specific to students' family and community.</td>
<td>Integrates connections to relevant, meaningful, real-life contexts in planning subject matter instruction and is responsive during instruction to engage students in relating to subject matter.</td>
<td>Engages students in actively making connections to relevant, meaningful, real-life contexts throughout subject matter instruction.</td>
</tr>
</tbody>
</table>

| Evidence | Some students relate subject matter to real-life. | Students make use of real-life connections provided in single lesson or sequence of lessons to support understanding of subject matter. | Students make real-life connections regularly to develop understandings of subject matter. | Students actively engage in making and using real-life connections to subject matter to extend their understanding. | Students routinely integrate subject matter into their own thinking and make relevant applications of subject matter during learning activities. |

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*See Glossary*
Standard 1 CSTP: Engaging and Supporting All Students in Learning

Evidence of Practices: Understanding that the learners become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) Use evidence in the first column. 2) Assess level of practice. 3) Date

<table>
<thead>
<tr>
<th>Element</th>
<th>Emerging</th>
<th>Expanding</th>
<th>Applying</th>
<th>Integrating</th>
<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</td>
<td>Uses instructional strategies, resources, and technologies as provided by school or similar predictors.</td>
<td>Explores additional instructional strategies, resources, and technologies in single lesson or sequence of lessons to meet students' diverse learning needs.</td>
<td>Utilizes a variety of strategies including culturally responsive pedagogies, resources, and technologies during ongoing instruction to meet students' diverse learning needs.</td>
<td>Continues, adapts, and integrates a broad range of strategies, resources, and technologies into instruction designed to meet students' diverse learning needs.</td>
<td>Refines the flexible use of an extensive repertoire of strategies, resources, and technologies to meet students' diverse learning needs.</td>
</tr>
</tbody>
</table>

Some students participate in instructional strategies using strategies and technologies provided.

Students participate in single lesson or sequence of lessons related to their interests and experiences.

Students actively engage in instruction and make use of a variety of strategies, resources, and technologies modeled to their learning needs.

Students take responsibility for using a wide range of strategies, resources, and technologies that successfully advance their learning.
### Standard 1 CSTP: Engaging and Supporting All Students in Learning

**Evidence of Proficiency:** Understanding that the levels become increasingly complex and sophisticated when integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment?

1. List evidence in the first column
2. Assess level of practice
3. Date

<table>
<thead>
<tr>
<th>Element</th>
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<th>Exploring</th>
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<th>Integrating</th>
<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5</td>
<td>Aids questions that focus on factual knowledge and comprehension.</td>
<td>Includes questions in single lesson or a sequence of lessons that require students to recall, interpret, and think critically.</td>
<td>Guides students to think critically; through use of questioning strategies, posing/solving problems, and reflection on issues in content.</td>
<td>Supports students to initiate critical thinking through independently developing questions, posing problems and reflecting on multiple perspectives.</td>
<td>Facilitates systematic opportunities for students to apply critical thinking by designing structural inquiries into complex problems.</td>
</tr>
</tbody>
</table>

**Evidence:**

- Some students respond to questions regarding facts and comprehension.
- Students respond to varied questions or tasks designed to promote comprehension and critical thinking in single lessons or a sequence of lessons.
- Students respond to questions and problems posed by the teacher and begin to pose and solve problems of their own related to the content.
- Students pose problems and construct questions and ideas on their own to support complex inquiries through various perspectives.
- Students pose and answer a wide range of complex questions and problems, reflect, and communicate understandings based on in-depth analysis of complex learning.
Standard 1 CSTP: Engaging and Supporting All Students in Learning

**Evidence of Practice:** Understanding that the teach becomes increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) List evidence in the last column 2) Assess level of practice 3) Date

<table>
<thead>
<tr>
<th>Element</th>
<th>Emerging</th>
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<th>Applying</th>
<th>Integrating</th>
<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.6</td>
<td>Implement issues following curriculum guidelines.</td>
<td>Schedules clarify instructions and learning activities to support student understanding.</td>
<td>Makes adjustments to instruction based on observation of student engagement and regular checks for understanding.</td>
<td>Adjusts strategies during instruction based on the ongoing monitoring of individual student needs for assistance, support, or challenge.</td>
<td>Makes adjustments to extend learning opportunities and provide assistance to students in mastering the content flexibly and effectively.</td>
</tr>
</tbody>
</table>

**Evidence:**
- Some students receive individual assistance during instruction.
- Students receive assistance individually or in small groups during instruction.
- Students successfully participate and stay engaged in learning activities.
- Students are able to articulate their level of understanding and use teacher guidance to meet their needs during instruction.
- Students monitor their progress in learning and provide information to teacher that informs adjustments in instruction.

**Continuum of Teaching Practice**

The continuum of teaching practice is not eligible for use as a stand-alone observation or evaluation instrument.

Developed in collaboration with the CSTP, GEC, and the Teaching Center, Revised June 2015.
### Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, when examples from your teaching practice and students' performance inform your self-assessment. 1. List evidence in the four columns. 2. Assess level of practice. 3. Date.

<table>
<thead>
<tr>
<th>Element</th>
<th>Emerging</th>
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<th>Innovating</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</td>
<td>Models and communicates expectations for fair and respectful behavior to support social development.</td>
<td>Models fair and respectful behavior. Demonstrates commitment to fairness and respect in communication with students about language and behavior.</td>
<td>Reinforces positive, responsible, and respectful student interactions. Assists students in resolving conflicts.</td>
<td>Develops shared responsibility with students for resolving conflict and creating and maintaining a caring classroom community.</td>
<td>Facilitates student self-reflection and ongoing improvement of the caring community based on respect, fairness, and the value of all members.</td>
</tr>
<tr>
<td>Evidence:</td>
<td>Some students share in responsibility for the classroom community.</td>
<td>Students participate in occasional community-building activities, designed to promote caring, fairness, and respect.</td>
<td>Students demonstrate efforts in positive, accepting, and respectful differences.</td>
<td>Students take responsibility for resolving conflict and creating a caring classroom community.</td>
<td>Students take leadership in resolving conflict and promoting a caring and respectful classroom community where students' home culture is included and valued. Students communicate with empathy and understanding in interactions with one another.</td>
</tr>
</tbody>
</table>
## Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

**Evidence of Practice:** Understanding that the tasks become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performances inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

<table>
<thead>
<tr>
<th>Element</th>
<th>Emerging</th>
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<tbody>
<tr>
<td>2.2</td>
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<tr>
<td>Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</td>
<td>In aware of the importance of the physical and/or virtual learning environments that support student learning.</td>
<td>Experiment with adapting the physical and/or virtual learning environments that reflect student diversity and provide a range of resources for learning.</td>
<td>Develops physical and/or virtual learning environments that reflect student diversity and provide a range of resources for learning.</td>
<td>Maintains physical and/or virtual learning environments flexible to facilitate access to a wide range of resources that engage students in learning. Ensures that environments enhance learning and reflect diversity within and beyond the classroom.</td>
<td>Adapts physical and/or virtual learning environments flexible to facilitate access to a wide range of resources that engage students in learning. Ensures that environments enhance learning and reflect diversity within and beyond the classroom.</td>
</tr>
<tr>
<td>Evidence</td>
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<tr>
<td></td>
<td>Some students use available resources in learning environments during instruction.</td>
<td>Students use resources provided in learning environments and interact with each other to understand and complete learning tasks in single lessons or sequence of lessons.</td>
<td>Students use resources in learning environments and interact in ways that deepen their understanding of the content and develop constructive social and academic interactions.</td>
<td>Students continually use a range of resources in learning environments that relate to and enhance instruction and reflect their diversity. Studies share in monitoring and assessment of interactions to improve effectiveness and develop a positive culture for learning.</td>
<td>Students participate in monitoring and changing the design of learning environments and structures for interactions.</td>
</tr>
</tbody>
</table>

**Continuum of Teaching Practice**

The Continuum of Teaching Practice reflects the ability to design and implement a coherent, engaging, and challenging curriculum. The Continuum is a collaborative effort of the CSTP Coordinators and New Mexico State University. Revised June 2022.
# Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

<table>
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<tr>
<th>Element</th>
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</tr>
</thead>
<tbody>
<tr>
<td>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</td>
<td>Adheres to policies and laws regarding safety that are required by the site, district, and state.</td>
<td>Regenerates and addresses safety issues regarding materials, student instructions, and the organization of the learning environment.</td>
<td>Anticipates and reduces risks to physical, intellectual, and emotional safety using multiple strategies that include minimizing biases in the learning environment and curriculum.</td>
<td>Integrates support for students to take risks and offer respectful opinions about divergent viewpoints.</td>
<td>Shares responsibility with all students for the establishment and maintenance of a safe physical, intellectual, and emotional environment focused on high quality and rigorous learning.</td>
</tr>
<tr>
<td>Evidence:</td>
<td>Students are aware of required safety procedures, and the school and classroom policies for maintaining safety.</td>
<td>Students follow teacher guidance regarding potential safety issues for self and others.</td>
<td>Students take risks, offer opinions, and share alternative perspectives.</td>
<td>Students develop and practice resiliency skills and strategies to achieve academic achievement and maintain intellectual and emotional safety in the classroom.</td>
<td>Students demonstrate resiliency in perseverance for academic achievement. Students share responsibility for intellectual and emotional safety for themselves and others in the classroom.</td>
</tr>
</tbody>
</table>
# Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

**Evidence of Practice:** Understanding that the tasks become increasingly complex and sophisticated while integrating the skills of previous levels; what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column. 2) Assess level of practice. 3) Rate.

<table>
<thead>
<tr>
<th>Element</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Creating a rigorous learning environment with high expectations and appropriate support for all students</td>
<td>Focused on the development of a rigorous learning environment that includes accuracy, understanding, and the importance of meeting targeted learning goals. Works to maintain high expectations for students while becoming aware of achievement patterns for individuals and groups of students.</td>
<td>Develops a rigorous learning environment that values accuracy, analysis, problem solving, and appropriate levels of challenge. Holds high expectations for students. Has an understanding of achievement patterns, and uses scaffolds to address achievement gaps.</td>
<td>Integrates rigor throughout the learning environment. Values accuracy, analysis, and critical thinking. Integrates strategic scaffolds and analysis and purposesful use of learning.</td>
<td>Facilitates a rigorous learning environment in which students take leadership in learning. Foster extended studies, research, analysis and purposeful use of learning. Supports students to utilize an extensive repertoire of differentiated strategies to meet high expectations.</td>
<td>Supports students to take responsibility for fully utilizing teacher and peer support to achieve consistently high levels of factual and analytical learning.</td>
</tr>
</tbody>
</table>

**Continuum of Teaching Practice**

*The Continuum of Teaching Practice is not designed for instructional improvement or evaluation instrument.*

[Continued on next page]
Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

Evidence of Practice: Understanding that the level becomes increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) List evidence in the first column. 2) Assess level of practice. 3) Date.

<table>
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<td>2.5</td>
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<tr>
<td>Developing, communicating, and maintaining high standards for individual and group behavior</td>
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**Evidence:**

- Students are aware of classroom rules and consequences.
- Students know expectations for behavior and consequences and respond to guidance in following them.
- Students follow behavior expectations, accept consequences, and increase positive behaviors.
- Integrates multiple strategies, including culturally responsive instruction to develop and maintain high standards for individual and group behavior.
- Guides and supports students in developing, monitoring, and setting goals for individual and group behavior and participation.
- Students respond to individual and group behavior and encourage and support each other to make improvements.

Continuum of Teaching Practice

*The Continuum of Teaching Practice is not designed for use as a standardized observation or evaluation instrument. It is intended as a tool for self-reflection and professional growth.*
Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

**Evidence of Practice:** Understanding that the learns become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) Fire evidence in the first column 2) Assess level of practice 3) Date

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<tbody>
<tr>
<td>2.6</td>
<td>Establishes procedures, routines, or norms for single lessons to support student learning. Responds to disruptive behavior.</td>
<td>Devises realistic, routines, and norms in single lessons or sequence of lessons with some student involvement. Seeks to promote positive behaviors and responds to disruptive behavior.</td>
<td>Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms. Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruptions to the learning climate.</td>
<td>Engages students in monitoring and reflecting on routines, procedures, and norms in ways that are culturally responsive. Maintains a quality learning climate that builds on student strengths. Promotes positive behaviors and consistently prevents or resolves behaviors disrupting the learning climate.</td>
<td>Facilitates student participation in developing, monitoring, and adjusting routines and procedures focused on maximizing learning. Classroom climate integrates school standards and culturally relevant norms. Promotes positive behaviors and establishes routines and a positive classroom climate that eliminates disruptive behavior.</td>
</tr>
</tbody>
</table>
|         | Students are aware of procedures, routines, and classroom norms. Students receive correction for behaviors that interfere with learning, and positive reinforcement in following routines, procedures, and norms. | Students participate in new routines, procedures, and norms and receive reinforcement for positive behavior. Students receive timely and effective feedback and consequences for behaviors that interfere with learning. | Students are involved in assessment and monitoring of routines, procedures, and norms in ways that improve the learning climate. Students share responsibility with teacher for managing and maintaining a positive classroom climate that promotes learning. | }
**Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning**

*Evidence of Practices:* Understanding that the tasks become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date.

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<tr>
<td>2.7 Using Instructional time to optimize learning</td>
<td>Paces instruction based on curriculum guidelines; Develop awareness of how transitions and classroom management impact time and lesson plans</td>
<td>Paces instruction with some consideration of lesson type, adjustments for sufficient student work time and completion to optimize learning. Some students complete learning activities in class allotted.</td>
<td>Paces instruction with students to provide adequate time for instruction, checking for understanding, completion of learning activities and closures. Students participate in and complete a variety of learning activities in the time allotted, with options for extension and review.</td>
<td>Paces instruction to include engaging assessment of student learning. Supports students in the monitoring of instructional time. Students use their instructional time to engage in and complete learning activities and are prepared for the next sequence of instruction: Students monitor their own rate, are engaged in accomplishing learning goals, and participate in reflection, self-assessment, and goal setting.</td>
<td>Paces, adjusts, and closely facilitates instruction and daily activities.</td>
</tr>
</tbody>
</table>

*Continuum of Teaching Practice*  
*The continuum of teaching practices was designed for use as a teaching tool, observation or evaluation instrument. Development in collaboration with the CSTP CST and New Learning Center. Revised June 2013.*
Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance informs your self-assessment: 1) List evidence in the first column 2) Assess level of practice 3) Date.

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<tbody>
<tr>
<td>3.1: Demonstrating knowledge of subject matter, academic content standards</td>
<td>Has foundational knowledge of subject matter, related academic language, and academic content standards.</td>
<td>Extends concept knowledge of subject matter and academic language to identify connections between academic content standards and instruction.</td>
<td>Understands and applies the relationship between essential subject matter concepts, academic language, and academic content standards.</td>
<td>Uses broad knowledge of the relationships between subject matter concepts, academic language, and academic content standards, and academic language, in ways that enhance clear connections and relevance to students.</td>
<td>Uses extensive knowledge of subject matter concepts, current events, academic language, and research to make relevant connections to standards during instruction and extend student learning.</td>
</tr>
</tbody>
</table>

*Note: Glossary for a more complete definition of academic language.*

**Continuum of Teaching Practice**


Developed in collaboration with the CSTP, U.S. and New Mexico Center 1996-2002.
## Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

### Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills and processes. What examples from your teaching practice and student performance inform your refinement?

1. List evidence in the first column.
2. Assess level of practice.
3. Draw.

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<tr>
<td>3.2 Appling knowledge of student development and proficiencies to ensure student understanding of subject matter</td>
<td>Has basic knowledge of student development and activities in single lessons or sequence of lessons that address students’ proficiencies and support understanding of subject matter.</td>
<td>Expands knowledge of student development and proficiencies to address students’ diverse learning needs. Provides understanding of subject matter and related academic language.</td>
<td>Integrates knowledge of individual students’ development to inform instructional decisions to ensure student understanding of subject matter and related academic language.</td>
<td>Expands and applies knowledge of students to develop proficiencies in subject matter.</td>
<td></td>
</tr>
<tr>
<td>Evidence:</td>
<td>Teacher plans specific vocabulary following curriculum guidelines.</td>
<td>Provides explicit teaching of essential vocabulary in single lessons or sequence of lessons. Explains academic language, formats, and vocabulary to support student access to subject matter when constructs are identified.</td>
<td>Provides explicit teaching of specific academic language, texts, and genre to ensure equitable access and subject matter understanding for the range of students’ levels and abilities.</td>
<td>Engages students in all levels of vocabulary, academic language, and proficiency to self-assess goals and progress, monitoring, and improving.</td>
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</tbody>
</table>
### Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

*Evidence of Practices:* Understanding that the tasks become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) has evidence in the first column 2) assess level of practice 3) Date

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<tr>
<td>Organizing curriculum to facilitate student understanding of the subject matter</td>
<td>Follows organization of curriculum as provided by site and district to support student understanding of subject matter.</td>
<td>Examines organization of curriculum and considers adjustments in single lessons or sequence of lessons to support understanding of subject matter.</td>
<td>Uses knowledge of curriculum and student readiness to organize and adjust the curriculum to ensure student understanding.</td>
<td>Integrates knowledge of curriculum and resources to organize and adjust instruction within and across subject matter to extend student understanding.</td>
<td>Draws upon extensive knowledge of curriculum and related resources to flexibly and effectively organize and adjust instruction. Ensures student comprehension and facilitates student articulation about what they do and directs understanding.</td>
</tr>
</tbody>
</table>

### Continuum of Teaching Practice

The continuum of teaching practice is not designed to be a stand-alone observation or evaluation instrument. It is intended to be used in conjunction with the CSTP, CSTC, and New Teacher Center materials and tools.
**Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning**

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels; what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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<tr>
<td>3.4</td>
<td>Unstructured strategies that are prevalent in the curriculum.</td>
<td>Cycles and uses additional instructional strategies to single lessons or sequence of lessons to increase student understanding of academic language appropriate to subject matter.</td>
<td>Selects and adapts variety of instructional strategies to ensure student understanding of academic language appropriate to subject matter and that address students' diverse learning needs.</td>
<td>Integrates instructional strategies appropriate to subject matter to develop students' diverse learning to ensure student understanding of academic language and guide students to understanding connections within and across subject matter.</td>
<td>Draws upon an extensive repertoire of instructional strategies to develop enthusiasm, metacognitive abilities, and support students and challenges the full range of students towards a deep knowledge of subject matter.</td>
</tr>
</tbody>
</table>

**Continuum of Teaching Practice**

The Continuum of Teaching Practice is not assigned the CSTP-2006 Continuous Observation or Evaluation Instrument.

*Developed in collaboration with the CSTP, Oakland New Teacher Center Revised June 2012.*
Standard 3: CSTP: Understanding and Organizing Subject Matter for Student Learning

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from prior teaching practice and student performance inform your self-assessment? 1) Use evidence in the first column. 2) Assess level of practice. 3) Date

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<td>3.5</td>
<td>Selects instructional materials and technology to make subject matter accessible to students.</td>
<td>Explores additional instructional materials, resources, and technologies to make subject matter accessible to students.</td>
<td>Selects, adapts, and utilizes appropriate instructional materials, resources, and technologies for concepts and skill development in subject matter. Resources reflect the diversity of the classroom and support differentiated learning of subject matter.</td>
<td>Integrates a wide range of adapted resources, technologies, and instructional materials to meet identified student needs and make subject matter accessible to students.</td>
<td>Engages students in identifying and adapting resources, technologies, and standards-aligned instructional materials to extend students' understanding and critical thinking about subject matter.</td>
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**Evidence:**

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**Continuum of Teaching Practice**

The Continuum of Teaching Practice is not designed to be a grading or evaluation tool. It is intended to assist teachers in understanding and articulating the concept of subject matter understanding and critical thinking. It is designed to help teachers reflect on their practice and identify areas for improvement. The Continuum is not intended to be used as a checklist or to assign grades. It is a tool for professional development and self-assessment. It is important to note that the Continuum is not a one-size-fits-all tool and that it may need to be adapted to fit the specific needs of individual teachers and students. It is also important to note that the Continuum is not a measure of student achievement but rather a tool for teachers to use in their professional development and in their interactions with students.
### Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

**Evidence of Practice:** Understanding that the levels are increasingly complex and sophisticated while integrating the skills of previous levels. What examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column. 2) Assess level of practice. 3) Date.

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**Addressing the needs of English Learners and students with special needs to provide equitable access to the content**

- Evidence:
  - Involves students' primary language and English language preferences based on available assessment data.
  - Provides adapted strategies to help English Learners access content.
  - Seeks additional information describing elements of culture and language proficiency in listening, speaking, reading, and writing.
  - Uses multiple measures for assessing English Learners' performance to identify gaps in English language development.
  - Attempts to scaffold content using visual models, and graphic organizers.

- Identifies English language proficiency and English learners' strengths and assessed needs to differentiate English language and content instruction.

- Integrates knowledge of English language development and English learners' needs to adjust instruction based on performance levels.

- Engages English learners in assessments of their progress in English language development and in meeting content standards. Supports students to establish and monitor language and content goals.

### Continuum of Teaching Practices

The continuum of teaching practices is designed for use as a stand-alone observation or evaluation tool. It is designed in collaboration with the CSSE, CSSE, and the New Teacher Center, Revised June 2007.
### Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

**Evidence of Practice:** Understanding that the levels become increasingly complex while integrating the skills of previous levels. What examples from your teaching practices and student performance inform your self-assessment? 1) Use evidence in the first column 2) Assess level of practice 3) Date

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<tr>
<td>Addressing the needs of English Learners and students with special needs*</td>
<td>Provides training and support for teachers to address the needs of English Learners and students with special needs.</td>
<td>Serves additional information on the full range of student needs through resources available to the school.</td>
<td>Utilizes information on the full range of student needs to develop strategies and supports to address specific needs in curriculum and instruction.</td>
<td>Integrates accommodations, adaptations, and strategies to ensure the full range of student needs is met.</td>
<td>Guides and supports the development of strategies and supports to ensure the full range of student needs is met.</td>
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<td>Evidence:</td>
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*The full range of student needs includes students with IEPs, 504 Plans, and advanced learners.

Please see the additional standard elements that are of particular importance in the effective instruction of students with special needs:

**Standard Elements:**
2. b. Employing effective instruction, professional practices, and supports for positive behavior to ensure student success in which all students can learn.

3. a. Developing a continuum of teaching practices that is designed to meet the needs of all students, from those who are advanced to those who are struggling.

4. c. Integrating the use of technology and other instructional strategies to support student learning.

Continuum of Teaching Practice

The Continuum of Teaching Practice is designed to serve as a model for schools to develop an evaluation matrix. It is developed in consultation with the CSTP CSTP and New Teacher Center. Visit CSTP.
# Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date.

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<tr>
<td>A1: Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.</td>
<td>Plans daily lessons using available curriculum and information from diverse assessment tools.</td>
<td>Plans single lesson, sequence of lessons using additional assessment information on student academic readiness, language, cultural background, and individual development.</td>
<td>Plans differentiated instruction based on knowledge of students' academic readiness, language, cultural background, and individual developmental needs; includes physical, emotional, and social development.</td>
<td>Plans differentiated instruction which is based on broad knowledge of students while enacting teaching strategies to address students' diverse learning needs and cultural backgrounds.</td>
<td>Plans differentiated instruction that includes systematic opportunities for supporting and extending student learning based on comprehensive information on students.</td>
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**Evidence:**

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**Continuum of Teaching Practice**

The Continuum of Teaching Practice is not intended for use as a prescriptive document or an evaluative instrument. Developed in collaboration with the CSTP, U.C., and River Teacher Center. Revised, July 2013.
Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

Evidence of Practices: Understanding that the level becomes increasingly complex and sophisticated while integrating the skills of previous levels, create examples from your teaching practice and students' performance for your self-assessment. 1) List evidence in the first column 2) Assess level of practice 3) Date

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<tr>
<td>4.2</td>
<td>Establishes learning goals for single lessons to students based on content standards and available curriculum guidelines.</td>
<td>Establishes and shares learning goals for skill development with students in single lessons and sequence of lessons based on standards and curricular materials.</td>
<td>Establishes and communicates clear learning goals to students that are accessible, challenging, and differentiated to address students' diverse learning needs.</td>
<td>Establishes and articulates comprehensive short and long-term learning goals for students. Plans for students to articulate and monitor learning goals.</td>
<td>Establishes and articulates learning goals that are communicated clearly, referred to frequently, and utilized by students to monitor and advance their learning.</td>
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</tbody>
</table>

Continuum of Teaching Practice

This continuum of teaching practice is not designed for use as a stand-alone evaluation or evaluation instrument.

Endorsed in collaboration with the CSTP, DESE and New London Center. Revised August 2012.
## Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) List evidence in the first column 2) Area level of practice 3) Date

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<tr>
<td>4.2 Developing and sequencing long-term and short-term instructional plans to support student learning</td>
<td>Uses available curriculum guidelines for daily, short, and long-term plans.</td>
<td>Begins to plan curriculum units that include a series of connected lessons and are linked to long-term planning to support student learning.</td>
<td>Establishes short- and long-term curriculum plans for subject matter concepts and core essential related academic language and formats that support student learning.</td>
<td>Refines sequence of long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards with assessed instructional needs to ensure student learning.</td>
<td>Utilizes extensive knowledge of the curriculum, content standards, and assessed learning needs to design cohesive and comprehensive long- and short-term instructional plans that ensure high levels of learning.</td>
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</table>
### Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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<tr>
<td>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</td>
<td>Plan instruction that incorporates strategies suggested by curriculum guidelines.</td>
<td>Selects strategies for single lesson or sequence of lessons that respond to student's diverse learning needs.</td>
<td>Incorporates instructional strategies into ongoing planning that address students' diverse learning needs.</td>
<td>Plan differentiated instruction using strategies that address learning styles and meet students' assessed language and learning needs.</td>
<td>Plan instruction incorporating repertoire of strategies to meet students' diverse learning language and learning needs.</td>
</tr>
</tbody>
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**Continuum of Teaching Practice**

The Continuum of Teaching Practices is designed for use in clinical observation and evaluation of teaching.

Distributed in collaboration with the CSTP, GSL, and New Teacher Center. Revised June 2019.
Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

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</table>
| 4.5     | Implements lessons and uses materials from curriculum provided. | Begins to adapt plans and materials to single lessons or sequence of lessons to address students' learning needs. | Makes adjustments and adaptations to differentiate instructional plans. Uses culturally responsive pedagogy and additional materials to support students' diverse learning needs. | Makes ongoing adjustments to instructional plans and uses a variety of materials to support student learning. | Anticipates and plans for a wide range of adaptations to lessons based on in-depth analysis of individual student needs. |}

Continuum of Teaching Practice

The Continuum of Teaching Practice is not designed for use as a formative observation or evaluation instrument. Continuum in collaboration with the EOC, ETCS and Nurse Baker Center, December 2013.
Standard 5 CSTP: Assessing Students for Learning

Evidence of Practice: Understanding that the learning process is complex and sophisticated while integrating the skills of previous levels, what examples can be drawn from your teaching practice and student performance inform your assessment? 1) Use evidence in the first column 2) Assess level of practice 3) Pass.

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<tr>
<td>Applying knowledge of the purposes, characteristics, and uses of different types of assessments</td>
<td>Is aware of the purposes and characteristics of formative and summative assessments.</td>
<td>Explores the use of different types of pre-assessments: formative and summative assessments. Begins to identify specific characteristics of assessments that yield different types of information about student preparedness, progress, and proficiency.</td>
<td>Decides on the purpose for assessment and skills to be assessed to select appropriately matched pre-, formative, and summative assessments. Seeks assessments that support student learning.</td>
<td>Develops and adapts the range of appropriate assessments to address questions about student learning needs and progress. Integrates a variety of characteristics into assessments to support student learning.</td>
<td>Demonstrates purposeful use of a wide range of assessments to support differentiated student learning needs and skills. Progress. Draws insights from a repertoire of appropriate assessment options and characteristics to facilitate student demonstration of knowledge.</td>
</tr>
</tbody>
</table>

Continuum of Teaching Practice

The continuum of teaching practice is a formative tool to be used in conjunction with a goal-setting and observation or evaluation instrument. Development in collaboration with the CSTP, steering committee, and lead teachers. (Revised January 2022)
## Standard 5 CSTP: Assessing Students for Learning

**Evidence of Practices:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment?

1. List evidence in the first column
2. Assess level of practice
3. Date

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<tr>
<td>5.2</td>
<td>Uses data from assessed assessments to assess student learning.</td>
<td>Explores collecting additional data using supplemental assessments.</td>
<td>Collects a variety of formal and informal assessment data on student learning.</td>
<td>Designs and integrates an assessment plan that provides formal and informal assessment data on student learning.</td>
<td>Infuses assessments strategically and systematically throughout instruction to collect ongoing assessment data appropriate for the range of learning needs.</td>
</tr>
</tbody>
</table>

| Evidence | Uses analysis of a variety of data to inform planning and differentiation of instruction. | Uses data analysis of a broad range of assessments to provide comprehensive information to guide planning and differentiation of instruction. | Uses results of ongoing data analysis to plan and differentiate instruction for maximum academic success. |

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**Continuum of Teaching Practice**

The continuum of teaching practice is not designed for use as a single-score rubric or assessment instrument. Developed in collaboration with the CSTP-LIS and New Teacher Career Development, June 2009.
Standard 5 CSTP: Assessing Students for Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels. When examples from your teaching practice and students' performance inform your self-assessment?

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</tr>
</thead>
<tbody>
<tr>
<td>s.3</td>
<td>Reviews and monitors available assessment data as required by site and district processes.</td>
<td>Reviews and monitors additional assessment data individually and with colleagues and identifies learning needs of individual students.</td>
<td>Reviews and monitors a variety of data on student learning individually and with colleagues to identify trends and patterns among groups of students.</td>
<td>Reviews and monitors a broad range of data individually and with colleagues to analyze student thinking and identify underlying causes for trends.</td>
<td>Facilitates collaborative work and focuses colleagues on identifying and addressing underlying causes for achievement patterns and trends.</td>
</tr>
</tbody>
</table>

Continuum of Teaching Practice

The continuum of teaching practice is not intended to replace, replace, provide, observation or evaluate instructional strategies. It is designed to collaborate with the CSTP, LOE and other teacher leaders. Revised June 2010.
## Standard 5 CSTP: Assessing Students for Learning

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? (1) List evidence in the first column (2) Assess level of practice: 1) Data

<table>
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<tr>
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<td>5.4</td>
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<tr>
<td>Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</td>
<td>Uses data from assessments provided by site and district to set learning goals for the class. Plans instruction using available curriculum guidelines.</td>
<td>Uses data from available assessments to establish content-based learning goals for class and individual students in target lessons or sequence of lessons. Plans adjustments to instruction to address learning needs of individual students.</td>
<td>Uses a variety of assessment data to set student learning goals for content and academic language. Plans differentiated lessons and modifications to instruction to meet students’ diverse learning needs.</td>
<td>Integrates a broad range of data to set learning goals for content and academic language across content standards. Plans differentiated instruction targeted to meet individual and group learning needs. Modifies lessons, using formal and informal assessments.</td>
<td>Reflects on data continuously to make ongoing refinements to learning goals for content and academic language for the full range of students. Uses data systematically to refine planning, differentiate instruction, and make coging adjustments to match the evolving learning needs of individuals and groups.</td>
</tr>
</tbody>
</table>

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**Continuum of Teaching Practice**

The Continuum of Teaching Practice is not designed for use as a staff or teacher evaluation instrument. Developed in collaboration with the CST, CTP, and New Teacher Center. Revised, June 2012.
Standard 5 CSTP: Assessing Students for Learning

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date.

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<td>5.3</td>
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<tr>
<td>Involving all students in self-assessment, goal setting*, and monitoring progress</td>
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<td>Evidence:</td>
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</table>

* Consider the initiation of English Language Development or Academic English goals along with content goals.

Continuum of Teaching Practice

The Continuum of Teaching Practice is not designed for use as a tool for observation or evaluation instrument. Developed in collaboration with the CITE Center and New Teacher Center. Revised June 2015.
Standard 5 CSTP: Assessing Students for Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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<td>5.6</td>
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<tr>
<td>Using available technologies to assist in assessment, analysis, and communication of student learning</td>
<td>Uses available technology to record assessments, determine proficiency levels, and make required communications about student learning.</td>
<td>Explores use of additional technologies to implement, assess, and analyze results, and communicate with administrators, colleagues, and families about student learning.</td>
<td>Uses technology to design and implement assessments, record and analyze results, and communicate about student learning with administration, colleagues, and families. Ensure that communications are accessible to those who lack access to technology.</td>
<td>Integrates a variety of technologies into the development, implementation, assessment, and communication of student learning to all audiences.</td>
<td>Uses a wide range of technologies to design, implement, and analyze assessments and provides for in-depth and engaging communication regarding student learning for all audiences.</td>
</tr>
</tbody>
</table>

Continuum of Teaching Practice

The Continuum of Teaching Practice is not intended to be used as a selection or evaluation instrument. Developed in collaboration with the CTC, CEC, and Other nation. Center Revised June 2012.
## Standard 5 CSTP: Assessing Students for Learning

**Evidence of Practice:**
Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1. List evidence in the first column. 2. Assess level of practice. 3. Date

<table>
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<tbody>
<tr>
<td>5.7</td>
<td>Provides students with feedback through assessed work and required summative assessments. Notify families of student proficiency, challenges, and behavior issues through school-validated procedures.</td>
<td>Provides students with additional feedback based on formative assessments from single lessons to successive lessons. Schedules to provide feedback in ways that students understand. Communicates with families about student progress, strengths, and needs at reporting periods. Contacts families as events arise regarding struggling students or behavior issues.</td>
<td>Provides students with clear and timely information about strengths, needs, and strategies for improving academic achievement. Integrates the ongoing sharing of clear and timely feedback to students from formal and informal assessments in ways that support increased learning. Communicates regularly with families to share a range of assessment information that is comprehensive and responsive to individual student and family needs.</td>
<td>Facilitates students' leadership in seeking and using ongoing comprehensible feedback to accelerate their learning. Engages families in a variety of engaging, comprehensible communications about individual student progress and ways to provide and monitor support.</td>
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</tbody>
</table>

*Continuum of Teaching Practice*

The Continuum of Teaching Practice is used designed to inform a student's workable observational and self-assessment framework. It is intended to provide a guide for developing and implementing instructional strategies that lead to student success.
### Standard 6 CSTP: Developing as a Professional Educator

**Evidence of Practices Understanding**

- Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels. What examples from your teaching practice and student performance inform your self-assessment? 2) List evidence in the first column. 3) Assess level of practice. 4) Date.

<table>
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<th>Element</th>
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</thead>
<tbody>
<tr>
<td>6.1 Reflecting on teaching practice in support of student learning</td>
<td>- Is aware of the need to reflect on teaching practice to support student learning. Reflects individually or with colleagues on immediate student learning needs.</td>
<td>- Begins to engage in reflection on teaching practice individually and with colleagues that is focused on methods of teaching practice and impact on the full range of learners.</td>
<td>- Engages in reflection individually and with colleagues on the relationship between teaching practice and impact on the full range of learners.</td>
<td>- Reflects individually and with colleagues on the relationship between teaching practice and impact on the full range of learners to positively impact the full range of learners.</td>
<td>- Maintains ongoing reflection peer, professional practice, and action research in supporting student learning and raising the level of academic achievement. Engages in and fosters reflection among colleagues for school-wide impact on student learning.</td>
</tr>
</tbody>
</table>

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**Continuum of Teaching Practice**

The Continuum of Teaching Practice is not intended for use as a standalone observation or reflection tool.

Developed in collaboration with the CSTP, CSTP and New Teacher Center Network, June 2012.
## Standard 6 CSTP: Developing as a Professional Educator

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students’ performance inform your self-assessment?

1. List evidence in the first column
2. Across level of practice
3. Date

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</td>
<td>Develop goals connected to the CSTP through required processes and local protocols.</td>
<td>Sets goals connected to the CSTP that take into account self-assessment of teaching practice.</td>
<td>Sets goals connected to the CSTP that is authoritative, challenging, and based on self-assessment.</td>
<td>Sets and modifies authentic goals connected to the CSTP that are intellectually challenging and based on self-assessment and feedback from a variety of sources.</td>
<td>Sets and modifies a broad range of professional goals connected to the CSTP to improve instructional practice and impact student learning within and beyond the classroom.</td>
</tr>
<tr>
<td></td>
<td>Areas required professional development</td>
<td>Expands knowledge and skills individually and with colleagues through available professional development.</td>
<td>Aligns personal goals with school and district goals, and focuses on improving student learning.</td>
<td>Engages in and contributes to professional development targeted on student achievement.</td>
<td>Engages in ongoing inquiry into teaching practice for professional development.</td>
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<td>Selects and engages in professional development based on needs identified in professional goals.</td>
<td>Pursues a variety of additional opportunities to learn professionally.</td>
<td>Contributes to professional organizations and development opportunities to extend own teaching practice.</td>
</tr>
</tbody>
</table>

**Continuum of Teaching Practice**

The continuum of teaching practice is not designed for use as a stand-alone observation or evaluation instrument. Developed in collaboration with the CCTA, CBO, and the Teaching for Excellence Action Team.
Standard 6 CSTP: Developing as a Professional Educator

Evidence of Practice: Understanding that the level becomes increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) List evidence in the first column 2) Axes level of practice 3) Date

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<tr>
<td>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning</td>
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**Evidence:**

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Continuum of Teaching Practice

*The Continuum of Teaching Practice is not designed for use as a stand-alone observation or evaluation instrument.*

Developed in collaboration with the CSTP, CEQ, and New Teacher Center, revised June 2002.
Standard 6 CSTP: Developing as a Professional Educator

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-evaluation? Is there evidence in the first column? Does level of practice?

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<td>56</td>
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<tr>
<td>Working with families to support student learning</td>
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<tr>
<td>Evidence:</td>
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</table>

**Continuum of Teaching Practice**

The Continuum of Teaching Practice is not designed for use as a summative assessment or evaluation instrument. Developed in collaboration with the ECTC, SC2 and New Teacher Center, revised June 2012.
### Standard 6 CSTP: Developing as a Professional Educator

**Evidence of Practice:** Understanding that the tasks become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and student performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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<td>6.5</td>
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<tr>
<td>Engaging local communities in support of the instructional program</td>
<td>Develop awareness about local neighborhoods and community resources surrounding the school.</td>
<td>Suggest available neighborhood and community resources.</td>
<td>Uses a variety of neighborhood and community resources to support the curriculum.</td>
<td>Utilizes a broad range of neighborhood and community resources to support the instructional program, informal learning opportunities, and students, families.</td>
<td>Collaborates with community members to develop instructional and learning opportunities for students.</td>
</tr>
<tr>
<td>Evidence:</td>
<td>Unavailable neighborhood and community resources in single lessons.</td>
<td>Includes references to communities in single lessons or sequence of lessons.</td>
<td>Includes knowledge of communities when designing and implementing instruction.</td>
<td>Draws from understanding of community to improve and enrich the instructional program.</td>
<td>Engages students in leadership and service in the community.</td>
</tr>
</tbody>
</table>

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**Continuum of Teaching Practice**

The Continuum of Teaching Practice is not intended for use as a stand-alone observation or evaluation instrument.

Developed in collaboration with the CSTP, CTE and New Teacher Center. Revised: June 2020.
Standard 6 CSTP: Developing as a Professional Educator

**Evidence of Practice:** Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? (1) List evidence in the first column. (2) Assess level of practice. (3) Date.

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<td>6.5</td>
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<tr>
<td>Managing professional responsibilities to maintain motivation and commitment to all students.</td>
<td>Develops an understanding of professional responsibilities.</td>
<td>Maintains professional responsibilities in novel ways and seeks support as needed.</td>
<td>Anticipates professional responsibilities and manages time and effort required to meet expectations.</td>
<td>Integrates the full range of professional responsibilities into advanced planning and prepares for situations that may be challenging.</td>
<td>Models professionalism and supports colleagues in meeting and exceeding professional responsibilities effectively.</td>
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**Continuum of Teaching Practice**

The continuum of teaching practice is not designed to label a single score on a development or evaluation framework. Developed in collaboration with the CSTP, CSTP and New Teacher Center. Rev. 6/15/02.
**Standard 6 CSTP: Developing as a Professional Educator**

**Evidence of Practice:** Understanding that the tasks become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching presence and student performance inform your self-assessment? 1) List evidence in the first column. 2) Assess level of practice. 3) State.

<table>
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<tr>
<th>Element</th>
<th>Emerging-Exploring-Applying</th>
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<tr>
<td>6.7</td>
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**Demonstrating professional responsibility, integrity, and ethical conduct**

**Evidence:**

- Follows all state education codes, legal requirements, district and site policies, contractual agreements, and ethical responsibilities.
- Adheres to legal and ethical obligations in teaching the full range of learners, including English learners and students with special needs.
- Reports suspected case of child abuse, and/or neglect as outlined in the California Child Abuse and Neglect Reporting Act.
- Maintains a non-hostile classroom environment and carries out laws and district guidelines for reporting cases of sexual harassment.
- Understands and implements school and district policies and state and federal laws in responding to inappropriate or related student behavior.
- Complies with legal and professional obligations to protect the privacy, health, and safety of students, families, and other school professionals.
- Models appropriate behavior for students, colleagues, and the profession.
- Acts in accordance with ethical considerations for students.
- Maintains professional readiness and integrity in the classroom and school community.

**Continuum of Teaching Practice**

The Continuum of Teaching Practice is not intended for use as a stand-alone instrument. It is intended for use in conjunction with classroom assessment instruments. Developed from classroom activities in California, CDEC and other teacher centers. Revised June 2022.
Standard 6 CSTP: Developing as a Professional Educator

Evidence of Practice: Understanding that the level of professional practice is continually evolving and must be informed through the application of the skills and knowledge gained at previous levels. What examples demonstrate your teaching presence and student performance? 1) List evidence in the first column. 2) Assess level of practice. 3) Rate.

<table>
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<tr>
<td>Demonstrating professional responsibility, integrity, and ethical conduct</td>
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<th>Evidence:</th>
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<tbody>
<tr>
<td>Follows all state education codes, legal requirements, district rules and policies, contracts, agreements, and ethical responsibilities.</td>
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</table>

*As follows:*
- Fulfills responsibility for student academic learning outcomes.
- Is aware of own personal values and biases and recognizes ways in which these values and biases affect the teaching and learning of students.
- Adheres to legal and ethical obligations in teaching the full range of learners, including English learners and students with special needs.
- Reports suspected case of child abuse, and/or neglect as outlined in the California Child Abuse and Neglect Reporting Act.
- Maintains a non-hostile classroom environment and ensures the safe and respectful environment for reporting cases of sexual harassment.
- Understands and incorporates school and district policies and state and federal laws (i.e., violence, student rights, and special education).
- Completes all legal and professional obligations to ensure the privacy, health, and safety of students, families, and other school professionals.
- Models appropriate behavior for students, colleagues, and the profession.
- Act in accordance with ethical considerations for students.
- Maintains professional standards and integrity in the classroom and school community.

Continuum of Teaching Practice

The Continuum of Teaching Practice is not intended for use in a print-based observation or assessment instrument. Developed from observations within the CCR, CEC and New Teacher Center. Revised June 2020.
Continuum of Teaching Practice
Writing Team (2009-10)

The Continuum of Teaching Practice was funded through the New Teacher Center with generous support from the Edley Morgan Family Foundation.

<table>
<thead>
<tr>
<th>Educator</th>
<th>Employer</th>
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</thead>
<tbody>
<tr>
<td>Wendy Boyer</td>
<td>New Teacher Center, Project Lead</td>
</tr>
<tr>
<td>Lisa Danforth</td>
<td>El Dorado County Office of Education</td>
</tr>
<tr>
<td>Edna Shevenker</td>
<td>Twin Rivers Unified School District</td>
</tr>
<tr>
<td>Sarah Sullivan</td>
<td>Los Angeles Unified School District</td>
</tr>
<tr>
<td>Kendra Stanbury</td>
<td>Stanford University</td>
</tr>
<tr>
<td>Colleen Stockle</td>
<td>New Teacher Center, Lead Writer</td>
</tr>
<tr>
<td>Peg Temkin</td>
<td>Research Institute for School Leadership</td>
</tr>
<tr>
<td>Sarah Wiseman</td>
<td>Yale-Seekavo RTSA Induction Program</td>
</tr>
<tr>
<td>Andrea Whitaker</td>
<td>San Jose State University</td>
</tr>
<tr>
<td>Sarah Young</td>
<td>New Teacher Center, Lead Writer</td>
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</table>

CA Commission on Teacher Credentialing (CCTC) and CA Department of Education (CDE) Staff Working with the Continuum of Teaching Practice Writing Team

| Tel Clark       | CA Commission on Teacher Credentialing |
| Torey Justisini | CA Commission on Teacher Credentialing, Project Lead |
| Karen Leimusch  | CA Commission on Teacher Credentialing |
| Lynda Nichols   | CA Department of Education, Project Lead |
| Ron Taylor      | CA Department of Education |

California Commission on Teacher Credentialing

Members of the Commission:

- Ting Sun, Chair - Public Representative
- Charles Gallegos, Vice Chair - Teacher Representative
- Georges Boudria - California State Board of Education
- Brenda Villanueva - Public Representative
- Dan Chernow - Public Representative
- Susan Dean - Teacher Representative
- Marilyn Evans - Public Representative
- Leslie Gries - Superintendent of Public Instruction
- Carolyn McKenney - School Board Member
- Irene Gutierrez - Administrative Services Representative

Ex-Officio Representatives:

- Steve Martin - Association of Independent California Colleges and Universities
- John Perry - California Postsecondary Education Commission
- Tine Strom - University of California
- Bertdy Young - California State University

Executive Officers:

- Dale A. Johnson
California Department of Education

1. Members of the State Board of Education
   - Theodore R. Mitchell—Board President
   - Ruth Bloom—Vice President
   - Yvonne Chan
   - Gregory W. Jones
   - Johnathan Xavier Williams
   - David P. Lopez
   - James D. Aschorian
   - Jorge Lopez
   - Ras Behuse

   Superintendent of Public Instruction
   Jack O'Connell

2. California Standards for the Teaching Profession Advisory Panel (2008-09)

   **Educator Representing**
   - Patricia Croc
   - Cindy Gappa
   - Gail Kirby
   - Elise Lopez-Mercado
   - Theresa Montalto
   - Susan Rich
   - Sue Weidner
   - Ruth MacEdward
   - Wendy Barrow
   - Michelle Capella
   - Lewis Chapman
   - Nancy Ramirez
   - Helen Garcia Rodes
   - Ha Lai
   - Faye La Rock
   - Robert McGraw
   - Betty McCruy
   - Cara Menzies
   - Martha Salcedo
   - Jose Rodriguez
   - Jodie Schwartz
   - Steve Talley
   - Andrea White
   - Tony Suro

   **Employer**
   - Elk Grove USD
   - Tehama COE
   - St. Mary's College
   - University of California, Los Angeles
   - California State University, Northridge
   - Santa Clara COE
   - California Federation of Teachers
   - California State University, Fullerton
   - Santa Cruz COE/New Teacher Center
   - California State University, Chico
   - Los Angeles USD
   - San Diego State University
   - California State Polytechnic University, Pomona
   - Stanford University
   - University COE
   - Rancho USD
   - Chapman University College
   - Fairfield-Suisun USD
   - Santa Ana USD
   - Los Angeles USD
   - New Haven USD
   - California State University, Long Beach
   - San Jose State University
   - Commission on Teacher Credentialing

3. Staff Working with the CSTP Advisory Panel (2008-09)

   - Terry Ender
   - Karen Sacramento
   - Neil Clark
   - Ellen Shinnaker
   - Ellen Beiger

   - CA Commission on Teacher Credentialing
   - CA Commission on Teacher Credentialing
   - California Department of Education
   - California Department of Education

4. Curriculum of Teaching Practice

   The Curriculum of Teaching Practice is designed to prepare future educators for the classroom setting of instruction. It is
   developed in collaboration with the CDE's, CSU, and other teacher centers. Revised, June 2008
Appendix E – FMLA/CFRA

E-1 – District Administrative Regulation 1461.8/4261.8

Ravenswood City SD
Administrative Regulation
Family Care And Medical Leave

AR 4161.8
Personnel

The district shall not interfere with, restrain, or delay the exercise of any right for family care and medical leave provided to an eligible employee, as defined below, under the law. In addition, the district shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)

(Ref: 4030 - Nondiscrimination in Employment)

Definitions

Any word or phrase defined below shall have the same meaning throughout this administrative regulation except where otherwise specifically defined.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (29 USC 2611; Government Code 12945.2)

Eligible employee means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. (29 USC 2611; 29 CFR 825.110; Government Code 12945.2)

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. (Ref: Government Code 12945.2, 2 CCR 7297.0)

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either of the following: (29 USC 2611; 29 CFR 825.113, 825.114, 825.115; Government Code 12945.2)

1. Inpatient care in a hospital, hospice, or residential health care facility
2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
   a. A period of incapacitation of more than three consecutive full days

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b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.

c. For purposes of leave under the Family and Medical Leave Act (FMLA), any period of incapacity due to pregnancy or for prenatal care.

d. Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

e. Any period of absence to receive multiple treatments, including recovery, by a health care provider.

Spouse means a partner in marriage as defined in Family Code 300 or 1 USC 7. In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (1 USC 7; 29 CFR 825.122; Family Code 297.5, 300; 2 CCR 7297.0)

Eligibility

The district shall grant family care and medical leave to eligible employees for the following reasons: (29 USC 2612; 29 CFR 825.112; Family Code 297.5; Government Code 12945.2)

1. Because of the birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child.

2. To care for the employee's child, parent, or spouse with a serious health condition.

3. Because of the employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position, except that CFRA leave shall not cover an employee's disability on account of pregnancy, childbirth, or related medical conditions.

4. Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on covered active duty or has been notified of an impending call or order to covered active duty.

5. To care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent, or next of kin, as defined, of the service member.

In addition to FMLA leave for disability on account of a pregnancy, childbirth, or related medical conditions pursuant to item 3 above, a female employee disabled by pregnancy, childbirth, or related medical conditions may be entitled to take leave for a reasonable period of time, not to exceed four months. (Government Code 12945)

Terms of Leave
An eligible employee shall be entitled to a total of 12 work weeks of family care and medical leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under “Military Caregiver Leave” below. (29 USC 2612; Government Code 12945.2)

This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:

1. Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA only. (Family Code 297.5)

2. Leave taken for disability on account of pregnancy, childbirth, or related medical conditions. FMLA leave taken for these purposes shall run concurrently with the California pregnancy disability leave granted pursuant to Government Code 12945. CFRA leave related to the birth of a child shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2; 2 CCR 7297.6)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions. (29 USC 2612, 2 CCR 7297.3)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 weeks. This restriction shall apply whether or not the parents are married, not married, or registered domestic partners. (29 USC 2612; Government Code 12945.2)

Use/Substitution of Paid Leave

During the period of family care and medical leave or pregnancy disability leave, the employee may elect to use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the district. If the leave is because of the employee's own serious health condition, the employee may use accrued sick leave pursuant to the collective bargaining agreement and/or Board policy. (29 USC 2612; Government Code 12943.2)

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4161/4261/4361 - Leaves)

Intermittent Leave/Reduced Leave Schedule
Leave related to the serious health condition of the employee or his/her child, parent, or spouse may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district may limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave. (29 USC 2612; 2 CCR 7297.3)

If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the district may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)

(c.f. 4113.4/423.4/433.4 - Temporary Modified/Light-Duty Assignment)

Request for Leave

An employee shall provide at least verbal notice sufficient to make the district aware that he/she needs family care and medical leave and the anticipated timing and duration of the leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 7297.4)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. (2 CCR 7297.4)

When the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee shall provide the district with at least 30 days advance notice before the leave. The employee shall consult with the district and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 7297.4)

When the 30 days notice is not practical because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the district with notice as soon as practicable. (2 CCR 7297.4)

Certification of Health Condition

At the time of the employee's request for leave for his/her own or his/her child's, parent's, or
spouse's serious health condition, or within five business days of the request, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent good faith efforts. (29 CFR 825.305; 2 CCR 7297.4)

The certification shall include the following: (29 USC 2613; Government Code 12945.2; 2 CCR 7297.6)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
   a. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, or spouse
   b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

The Superintendent or designee shall not request any generic information, as defined in 42 USC 2000e-2(f), from any employee or his/her family member except as necessary to comply with a certification requirement for FMLA/CFRA leave purposes or with the prior written authorization of the employee. Any such generic information received by the district shall be kept confidential in accordance with law. (42 USC 2000e-1, 2000e-3)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA as long as there is no individualized harm to the employee. (29 CFR 825.307)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to
obtain a second opinion from a district-approved health care provider at district expense. If the
second opinion is contrary to the first, the Superintendent or designee may require the employee
to obtain a third medical opinion from a third health care provider approved by both the
employees and the district, again at district expense. The opinion of the third health care provider
shall be final and binding. (29 USC 2613; Government Code 12945.2)

If additional leave is needed when the time estimated by the health care provider expires, the
district may require the employee to provide recertification in the manner specified in items #1-3
above. (29 USC 2613; Government Code 12945.2)

Fitness for Duty Upon Return to Work

Upon expiration of leave taken for his/her own serious health condition, an employee may be
asked to present certification from his/her health care provider that he/she is able to resume
work.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

The certification from the employee's health care provider shall address the employee's ability to
perform the essential functions of his/her job.

Rights to Reinstatement and Maintenance of Benefits

Upon granting an employee's request for family care and medical leave, the Superintendent or
designee shall guarantee to reinstate the employee in the same or a comparable position when the
leave ends. (29 USC 2614; Government Code 12945.2)

However, the district may refuse to reinstate an employee returning from leave to the same or a
comparable position if all of the following apply: (29 USC 2614; Government Code 12945.2)

1. The employee is a salaried "key employee" who is among the highest-paid 10 percent of
district employees who are employed within 75 miles of the employee's workplace.

2. The refusal is necessary to prevent substantial and grievous economic injury to district
operations.

3. The district informs the employee of its intent to refuse reinstatement at the time it
determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)
(cf. 4217.3 - Layoff/Rehire)

During the period when an employee is on family care and medical leave, he/she shall maintain
his/her status with the district and the leave shall not constitute a break in service for purposes of
longevity, seniority under any collective bargaining agreement, or any employee benefit plan.
(29 USC 2614; Government Code 12945.2)
For a period of 12 work weeks, the district shall continue to provide an eligible employee on family care and medical leave the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the family care and medical leave if he/she fails to return to district employment after the expiration of the leave and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (29 USC 2614; 29 CFR 825.213; Government Code 12945.2)

(Ref. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on family care and medical leave, he/she shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not be required to make plan payments for an employee during the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2)

Military Family Leave Resulting from Qualifying Illigencies

An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the district while a covered military member is on covered active duty or call to covered active duty status for one or more qualifying exigencies. (29 USC 2612)

Covered military member means an employee's spouse, son, daughter, or parent on covered active duty or call to covered active duty status. (29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserve to a foreign country under a call or order to active duty. (29 USC 2611)

Qualifying exigencies include time needed to:

1. Address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment)
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the active duty or call to active duty status
3. Arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a covered military member's
5. Attend counseling provided by someone other than a health care provider.

6. Spend time (up to five days of leave per instance) with a covered military member who is on short-term temporary rest and recuperation leave during deployment.

7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings.

8. Address any other event that the employee and district agree is a qualifying exigency.

   The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR §25.302)

   An employee who is requesting such leave for the first time shall provide the Superintendent or designee with a copy of the covered military member’s active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR §25.309.

   The employee’s qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR §25.302)

   During the period of qualified exigency leave, the district’s rule regarding an employee’s use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in “Use/Substitution of Paid Leave” above, shall apply.

Military Caregiver Leave

   The district shall grant up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, to an eligible employee to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2011, 2012; 29 CFR §25.127)

   Covered servicemember may be either: (29 USC 2611)

   1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness.
2. A veteran who, within the five years preceding his/her undergoing of medical treatment, recuperation, or therapy for a serious injury or illness, was a member of the Armed Forces, including the National Guard or Reserves.

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except 'parents in law'). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611, 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a member of the Armed Forces, an injury or illness incurred or aggravated by the member's service in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran.

The employee shall give reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced schedule when medically necessary. An employee taking military caregiver leave in combination with other leave pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of either accrued vacation leave and other accrued paid or unpaid time off, as specified in
"Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications about state and federal law related to FMLA/CFRA:

1. General Notice: Information explaining the provisions of the FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)

The general notice shall also explain an employee’s obligation to provide the Superintendent or designee with at least 30 days notice of the need for the leave, when the need for the leave is reasonably foreseeable. (2 CCR 7297.4)

2. Eligibility Notice: When an employee requests leave or when the Superintendent or designee acquires knowledge that an employee’s leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (29 CFR 825.300)

3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate. (29 CFR 825.300)

a. A statement that the leave may be designated and counted against the employee’s annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

c. The employee’s right to substitute paid leave, whether the district will require substitution of paid leave, conditions related to any substitution, and the employee’s entitlement to take unpaid leave if the employee does not meet the conditions for paid leave.

d. Any requirements for the employee to make any premium payments to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

e. If applicable, the employee’s status as a "key employee," potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial.

f. The employee’s right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
4. The employee’s potential liability for health insurance premiums paid by the district during the employee’s unpaid FMLA leave should the employee not return to service after the leave.

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee’s first notice of need for leave, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee’s FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee’s entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be substituted for unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a fitness-for-duty certification that addresses the employee’s ability to perform the essential functions of the job, the notice shall also specify that requirement.

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee’s use of family care and medical leave in accordance with law. (29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500; Government Code 12946)

Legal Reference:

EDUCATION CODE
44965 Granting of leaves of absence for pregnancy and childbirth

FAMILY CODE
297-297.5 Rights, protections and benefits under law, registered domestic partners
300 Validity of marriage

GOVERNMENT CODE
unlawful employment practices
pregnancy; childbirth or related medical condition; unlawful practice
California Family Rights Act
CODE OF REGULATIONS, TITLE 2
Sex discrimination: pregnancy and related medical conditions
Family care leave
UNITED STATES CODE, TITLE 1
Definition of marriage, spouse
UNITED STATES CODE, TITLE 29
Family and Medical Leave Act of 1993, as amended.
UNITED STATES CODE, TITLE 42
Genetic Information Non-Discrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
Family and Medical Leave Act of 1993
COURT DECISIONS
Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1043

Management Resources:
FEDERAL REGISTER
Final Rule and Supplementary Information, November 17, 2008, Vol. 73, No. 223, pages 67924-68133
U.S. DEPARTMENT OF LABOR PUBLICATIONS
Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers
WEB SITES
California Department of Fair Employment and Housing: http://www.dfehr.ca.gov
U.S. Department of Labor, FMLA: http://www.dol.gov/whd/fmla

RAVENSWOOD CITY SCHOOL DISTRICT
approved: October 14, 2010 East Palo Alto, California
Appendix E – FMLA/CFRA

E-2: Military Exigency Leave – 29 CFR 825.126

§ 825.126 Leave because of a qualifying exigency.

Effective: March 8, 2013

(a) Eligible employees may take FMLA leave for a qualifying exigency while the employee’s spouse, son, daughter, or parent (the military member or member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

(1) Covered active duty or call to covered active duty status in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. The active duty orders of a member of the Regular components of the Armed Forces will generally specify if the member is deployed to a foreign country.

(2) Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code, which authorizes ordering to active duty retired members of the Regular Armed Forces and members of the retired Reserve who retired after completing at least 20 years of active service; Section 12301(a) of Title 10 of the United States Code, which authorizes ordering all reserve component members to active duty in the case of war or national emergency; Section 12302 of Title 10 of the United States Code, which authorizes ordering any unit or unassigned member of the Ready Reserve to active duty; Section 12304 of Title 10 of the United States Code, which authorizes ordering any unit or unassigned member of the Selected Reserve and certain members of the Individual Ready Reserve to active duty; Section 12305 of Title 10 of the United States Code, which authorizes the suspension of promotion, retirement or separation rules for certain Reserve components; Section 12406 of Title 10 of the United States Code, which authorizes calling the National Guard into Federal service in certain circumstances; chapter 15 of Title 10 of the United States Code, which authorizes calling the National Guard and state military into Federal service in the case of insurrections and national emergencies; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. See 10 U.S.C. 101(a)(13)(B).

(i) For purposes of covered active duty or call to covered active duty status, the Reserve components of the Armed Forces include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation pursuant to one of the provisions of law identified in paragraph (a)(2).

(ii) The active duty orders of a member of the Reserve components will generally specify if the military member is serving in support of a contingency operation by citation to the relevant section of Title 10 of the United States Code and/or by reference to the specific name of the contingency operation and will specify that the deployment is to a foreign country.

(3) Deployment of the member with the Armed Forces to a foreign country means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the
United States, including international waters.

(4) A call to covered active duty for purposes of leave taken because of a qualifying exigency refers to a Federal call to active duty. State calls to active duty are not covered unless under order of the President of the United States pursuant to one of the provisions of law identified in paragraph (a)(2) of this section.

(5) Son or daughter on covered active duty or call to covered active duty status means the employee’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age.

(b) An eligible employee may take FMLA leave for one or more of the following qualifying exigencies:

(1) Short-notice deployment.

(i) To address any issue that arises from the fact that the military member is notified of an impending call or order to covered active duty seven or less calendar days prior to the date of deployment;

(ii) Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the military member is notified of an impending call or order to covered active duty;

(2) Military events and related activities.

(i) To attend any official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered active duty status of the military member; and

(ii) To attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active duty status of the military member;

(3) Childcare and school activities. For the purposes of leave for childcare and school activities listed in (i) through (iv) of this paragraph, a child of the military member must be the military member’s biological, adopted, or foster child, stepchild, legal ward, or child for whom the military member stands in loco parentis, who is either under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence. As with all instances of qualifying exigency leave, the military member must be the spouse, son, daughter, or parent of the employee requesting qualifying exigency leave.

(i) To arrange for alternative childcare for a child of the military member when the covered active duty or call to covered active duty status of the military member necessitates a change in the existing childcare arrangement;

(ii) To provide childcare for a child of the military member on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the need to provide such care arises from the covered active duty or call to covered active duty status of the military member;

(iii) To enroll in or transfer to a new school or day care facility a child of the military member when enrollment or transfer is necessitated by the covered active duty or call to covered active duty status of the military member; and

(iv) To attend meetings with staff at a school or a daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a child of the military member, when such meetings are necessary due to
circumstances arising from the covered active duty or call to covered active duty status of the military member;

(4) Financial and legal arrangements.

(i) To make or update financial or legal arrangements to address the military member’s absence while on covered active duty or call to covered active duty status, such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust; and

(ii) To act as the military member’s representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for a period of 90 days following the termination of the military member’s covered active duty status;

(5) Counseling. To attend counseling provided by someone other than a health care provider, for oneself, for the military member, or for the biological, adopted, or foster child, a stepchild, or a legal ward of the military member, or a child for whom the military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence, provided that the need for counseling arises from the covered active duty or call to covered active duty status of the military member;

(6) Rest and Recuperation.

(i) To spend time with the military member who is on short-term, temporary, Rest and Recuperation leave during the period of deployment;

(ii) Leave taken for this purpose can be used for a period of 15 calendar days beginning on the date the military member commences each instance of Rest and Recuperation leave;

(7) Post-deployment activities.

(i) To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the military member’s covered active duty status; and

(ii) To address issues that arise from the death of the military member while on covered active duty status, such as meeting and recovering the body of the military member, making funeral arrangements, and attending funeral services;

(8) Parental care. For purposes of leave for parental care listed in (i) through (iv) of this paragraph, the parent of the military member must be incapable of self-care and must be the military member’s biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age. A parent who is incapable of self-care means that the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living. Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc. As with all instances of qualifying exigency leave, the military member must be the spouse, son, daughter, or parent of the employee requesting qualifying exigency leave.
(i) To arrange for alternative care for a parent of the military member when the parent is incapable of self-care and the covered active duty or call to covered active duty status of the military member necessitates a change in the existing care arrangement for the parent;

(ii) To provide care for a parent of the military member on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the parent is incapable of self-care and the need to provide such care arises from the covered active duty or call to covered active duty status of the military member;

(iii) To admit to or transfer to a care facility a parent of the military member when admittance or transfer is necessitated by the covered active duty or call to covered active duty status of the military member; and

(iv) To attend meetings with staff at a care facility, such as meetings with hospice or social service providers for a parent of the military member, when such meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty status of the military member but not for routine or regular meetings;

(9) Additional activities. To address other events which arise out of the military member's covered active duty or call to covered active duty status provided that the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.
Appendix E – FMLA/CFRA


§ 825.122 Definitions of covered servicemember, spouse, parent, son or daughter, next of kin of a covered servicemember, adoption, foster care, son or daughter on covered active duty or call to covered active duty status, son or daughter of a covered servicemember, and parent of a covered servicemember.

Effective: March 27, 2015

(a) Covered servicemember means:

(1) A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(2) A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. See § 825.127(b)(2).

(b) Spouse, as defined in the statute, means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either:

(1) Was entered into in a State that recognizes such marriages; or

(2) If entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

(c) Parent. Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter as defined in paragraph (d) of this section. This term does not include parents “in law.”

(d) Son or daughter. For purposes of FMLA leave taken for birth or adoption, or to care for a family member with a serious health condition, son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

(1) Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living (ADLs) or instrumental activities of daily living (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing and eating. Instrumental
activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

(2) Physical or mental disability means a physical or mental impairment that substantially limits one or more of the major life activities of an individual. Regulations at 29 CFR 1630.2(h), (i), and (j), issued by the Equal Employment Opportunity Commission under the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., define these terms.

(3) Persons who are “in loco parentis” include those with day-to-day responsibilities to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

(e) Next of kin of a covered servicemember means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin. See § 825.127(d)(3).

(f) Adoption means legally and permanently assuming the responsibility of raising a child as one’s own. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for FMLA leave. See § 825.121 for rules governing leave for adoption.

29 C.F.R. § 825.124
§ 825.124 Needed to care for a family member or covered servicemember.
Effective: March 8, 2013

(a) The medical certification provision that an employee is needed to care for a family member or covered servicemember encompasses both physical and psychological care. It includes situations where, for example, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself or herself to the doctor. The term also includes providing psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.

(b) The term also includes situations where the employee may be needed to substitute for others who normally care for the family member or covered servicemember, or to make arrangements for changes in care, such as transfer to a nursing home. The employee need not be the only individual or family member available to care for the family member or covered servicemember.

(c) An employee’s intermittent leave or a reduced leave schedule necessary to care for a family member or covered servicemember includes not only a situation where the condition of the family member or covered servicemember itself is intermittent, but also where the employee is only needed intermittently—such as where other care is normally available, or care responsibilities are shared.
with another member of the family or a third party. See §§ 825.202–825.205 for rules governing the use of intermittent or reduced schedule leave.

§ 825.127 Leave to care for a covered servicemember with a serious injury or illness (military caregiver leave).

Effective: March 27, 2015

(a) Eligible employees are entitled to FMLA leave to care for a covered servicemember with a serious illness or injury.

(b) Covered servicemember means:

(1) A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness. Outpatient status means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

(2) A covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. An eligible employee must commence leave to care for a covered veteran within five years of the veteran’s active duty service, but the single 12–month period described in paragraph (e)(1) of this section may extend beyond the five-year period.

(i) For an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to the effective date of this Final Rule, the period between October 28, 2009 and the effective date of this Final Rule shall not count towards the determination of the five-year period for covered veteran status.

(c) A serious injury or illness means:

(1) In the case of a current member of the Armed Forces, including a member of the National Guard or Reserve, means an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating; and,

(2) In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

(i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; or
(ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service–Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or 

(iii) a physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or 

(iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

(d) In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered servicemember.

(1) Son or daughter of a covered servicemember means the covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

(2) Parent of a covered servicemember means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

(3) Next of kin of a covered servicemember means the nearest blood relative, other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember’s next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember’s next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to §825.122(k).

(e) An eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a single 12–month period.

(1) The single 12–month period described in paragraph (e) of this section begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date, regardless of the method used by the employer to determine the employee’s 12 workweeks of leave entitlement for other FMLA–qualifying reasons. If an eligible employee does not take all of his or her 26 workweeks of leave entitlement to care for a covered servicemember during this single 12–month period, the remaining part of his or her 26 workweeks of leave entitlement to care for the covered servicemember is forfeited.

(2) The leave entitlement described in paragraph (e) of this section is to be applied on a per-
covered servicemember, per-injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12–month period. An eligible employee may take more than one period of 26 workweeks of leave to care for a covered servicemember with more than one serious injury or illness only when the serious injury or illness is a subsequent serious injury or illness. When an eligible employee takes leave to care for more than one covered servicemember or for a subsequent serious injury or illness of the same covered servicemember, and the single 12–month periods corresponding to the different military caregiver leave entitlements overlap, the employee is limited to taking no more than 26 workweeks of leave in each single 12–month period.

(3) An eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA–qualifying reason during the single 12–month period described in paragraph (e) of this section, provided that the employee is entitled to no more than 12 workweeks of leave for one or more of the following: because of the birth of a son or daughter of the employee and in order to care for such son or daughter; because of the placement of a son or daughter with the employee for adoption or foster care; in order to care for the spouse, son, daughter, or parent with a serious health condition; because of the employee’s own serious health condition; or because of a qualifying exigency. Thus, for example, an eligible employee may, during the single 12–month period, take 16 workweeks of FMLA leave to care for a covered servicemember and 10 workweeks of FMLA leave to care for a newborn child. However, the employee may not take more than 12 weeks of FMLA leave to care for the newborn child during the single 12–month period, even if the employee takes fewer than 14 workweeks of FMLA leave to care for a covered servicemember.

(4) In all circumstances, including for leave taken to care for a covered servicemember, the employer is responsible for designating leave, paid or unpaid, as FMLA–qualifying, and for giving notice of the designation to the employee as provided in §825.300. In the case of leave that qualifies as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition during the single 12–month period described in paragraph (e) of this section, the employer must designate such leave as leave to care for a covered servicemember in the first instance. Leave that qualifies as both leave to care for a covered servicemember and leave taken to care for a family member with a serious health condition during the single 12–month period described in paragraph (e) of this section must not be designated and counted as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition. As is the case with leave taken for other qualifying reasons, employers may retroactively designate leave as leave to care for a covered servicemember pursuant to §825.301(d).

(f) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of 26 workweeks of leave during the single 12–month period described in paragraph (e) of this section if the leave is taken for birth of the employee’s son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee’s parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. This limitation on the total weeks of leave applies to leave taken for the reasons specified as long as the spouses are employed by the same employer. It would apply, for example, even though the spouses are employed at two different worksites of an employer located more than 75 miles from each other, or by two different operating divisions of the same company. On the other hand, if one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full 26 workweeks of FMLA leave.
Appendix F – Education Code § 44014

44014. Admissibility of record of conviction

(a) Whenever any employee of a school district or of the office of a county superintendent of schools is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the employee, and the duty of any person under whose direction or supervision the employee is employed in the public school system who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. Failure to make the report shall be an infraction punishable by a fine of not more than one thousand dollars ($1,000).

(b) Compliance with school district governing board procedures relating to the reporting of, or facilitation of reporting of, the incidents specified in subdivision (a) shall not exempt a person under a duty to make the report prescribed by subdivision (a) from making the report.

(c) A member of the governing board of a school district, a county superintendent of schools, or an employee of any school district or the office of any county superintendent of schools, shall not directly or indirectly inhibit or impede the making of the report prescribed by subdivision (a) by a person under a duty to make the report. An act to inhibit or impede the making of a report shall be an infraction, and shall be punishable by a fine of not less than five hundred dollars ($500) and not more than one thousand dollars ($1,000).

(d) Neither the governing board of a school district, a member of the governing board, a county superintendent of schools, nor an employee of a school district or of the office of any county superintendent of schools shall impose any sanctions against a person under a duty to make the report prescribed by subdivision (a) for making the report.

(Amended by Stats. 1996, Ch. 17, Sec. 1. Effective January 1, 1997.)
Appendix G – Education Code §§ 48900, 48910

48900. Grounds for suspension or expulsion; legislative intent

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stole or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

(l) Knowingly received stolen school property or private property.
(m) Possessed an imitation firearm. As used in this section, “imitation firearm” means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, “hazing” does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

   (A) Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.

   (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.

   (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.

   (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) “Electronic act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

   (i) A message, text, sound, video, or image.

   (ii) A post on a social network Internet Web site, including, but not limited to:

   (I) Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii) (I) An act of cyber sexual bullying.

(II) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(III) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) “Reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).
(u) As used in this section, “school property” includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil’s specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

(Amended by Stats. 2018, Ch. 32, Sec. 49. (AB 1808) Effective June 27, 2018.)

48910. Suspension by teacher; reports; conferences; referrals

(a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the schoolsite, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

(Amended by Stats. 2004, Ch. 895, Sec. 10. Effective January 1, 2005.)
Appendix H – Education Code § 44807

44807. Duty concerning conduct of pupils

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. The provisions of this section are in addition to and do not supersede the provisions of Section 49000.

(Enacted by Stats. 1976, Ch. 1010.)
Appendix I – Education Code §§ 49001, 49005, et seq.

§ 49001. Prohibition of corporal punishment of pupils

(a) For the purposes of this section “corporal punishment” means the willful infliction of, or willfully causing the infliction of, physical pain on a pupil. An amount of force that is reasonable and necessary for a person employed by or engaged in a public school to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil, is not and shall not be construed to be corporal punishment within the meaning and intent of this section. Physical pain or discomfort caused by athletic competition or other such recreational activity, voluntarily engaged in by the pupil, is not and shall not be construed to be corporal punishment within the meaning and intent of this section.

(b) No person employed by or engaged in a public school shall inflict, or cause to be inflicted corporal punishment upon a pupil. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing the infliction of corporal punishment upon a pupil attending a public school is void and unenforceable.

(Repealed and added by Stats. 1986, Ch. 1069, Sec. 4.)

49005. Legislative findings and declarations

The Legislature finds and declares all of the following:

(a) While it is appropriate to intervene in an emergency to prevent a student from imminent risk of serious physical self-harm or harm of others, restraint and seclusion are dangerous interventions, with certain known practices posing a great risk to child health and safety.

(b) United States Department of Education guidelines specify that the use of restraint and seclusion must be consistent with the child's right to be treated with dignity and to be free from abuse.

(c) Restraint and seclusion should only be used as a safety measure of last resort, and should never be used as punishment or discipline or for staff convenience.

(d) Restraint and seclusion may cause serious injury or long lasting trauma and death, even when done safely and correctly.

(e) There is no evidence that restraint or seclusion is effective in reducing the problem behaviors that frequently precipitate the use of those techniques.

(f) Students with disabilities and students of color, especially African American boys, are disproportionately subject to restraint and seclusion.

(g) Well-established California law already regulates restraint techniques in a number of settings, including general acute care hospitals, acute psychiatric hospitals, psychiatric health facilities, crisis stabilization units, community treatment facilities, group
homes, skilled nursing facilities, intermediate care facilities, community care facilities, and mental health rehabilitation centers. These minimal protections should be provided to all students in schools.

(h) It is the intent of the Legislature to ensure that schools foster learning in a safe and healthy environment and provide adequate safeguards to prevent harm, and even death, to children in school.

(i) This article is intended to be read to be consistent with, and does not change any requirements, limitations, or protections in, existing law pertaining to students with exceptional needs.

(j) It is the intent of the Legislature to prohibit dangerous practices. Restraint and seclusion, as described in this article, do not further a child’s education. At the same time, the Legislature recognizes that if an emergency situation arises, the ability of education personnel to act in that emergency to safeguard a student or others from imminent physical harm should not be restricted.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49005.1. Definitions

The following definitions apply to this article:

(a) “Behavioral restraint” means “mechanical restraint” or “physical restraint,” as defined in this section, used as an intervention when a pupil presents an immediate danger to self or to others. “Behavioral restraint” does not include postural restraints or devices used to improve a pupil’s mobility and independent functioning rather than to restrict movement.

(b) “Educational provider” means a person who provides educational or related services, support, or other assistance to a pupil enrolled in an educational program provided by a local educational agency or a nonpublic school or agency.

(c) “Local educational agency” means a school district, county office of education, charter school, the California Schools for the Deaf, and the California School for the Blind.

(d) (1) “Mechanical restraint” means the use of a device or equipment to restrict a pupil’s freedom of movement.

(2) (A) “Mechanical restraint” does not include the use of devices by peace officers or security personnel for detention or for public safety purposes.

(B) “Mechanical restraint” does not include the use of devices by trained school personnel, or by a pupil, prescribed by an appropriate medical or related services professional, if the device is used for the specific and approved purpose for which the device or equipment was prescribed, which shall include, but not be limited to, all of the following:

(1) Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports.

(2) Vehicle safety restraints when used as intended during the transport of a pupil in a moving vehicle.

(3) Restraints for medical immobilization.
(4) Orthopedically prescribed devices that permit a pupil to participate in activities without risk of harm.

(e) “Nonpublic school or agency” means any nonpublic school or nonpublic agency, including both in-state and out-of-state nonpublic schools and nonpublic agencies.

(f) (1) “Physical restraint” means a personal restriction that immobilizes or reduces the ability of a pupil to move his or her torso, arms, legs, or head freely. “Physical restraint” does not include a physical escort, which means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a pupil who is acting out to walk to a safe location.

(2) “Physical restraint” does not include the use of force by peace officers or security personnel for detention or for public safety purposes.

(g) “Prone restraint” means the application of a behavioral restraint on a pupil in a facedown position.

(h) “Pupil” means a pupil enrolled in preschool, kindergarten, or any of grades 1 to 12, inclusive, and receiving educational services from an educational provider.

(i) “Seclusion” means the involuntary confinement of a pupil alone in a room or area from which the pupil is physically prevented from leaving. “Seclusion” does not include a timeout, which is a behavior management technique that is part of an approved program, that involves the monitored separation of the pupil in a nonlocked setting, and is implemented for the purpose of calming.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49005.2. Freedom from seclusion and behavioral restraints imposed as a means of coercion, discipline, convenience, or retaliation; drugs

A pupil has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited to, the right to be free from the use of a drug administered to the pupil in order to control the pupil’s behavior or to restrict the pupil’s freedom of movement, if that drug is not a standard treatment for the pupil’s medical or psychiatric condition.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49005.4. Clear and present danger of serious physical harm

An educational provider may use seclusion or a behavioral restraint only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49005.6. Avoidance of seclusion or behavioral restraint techniques

An educational provider shall avoid, whenever possible, the use of seclusion or behavioral restraint techniques.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)
49005.8. Duties of educational providers; prohibitions; observation and monitoring of pupil

(a) An educational provider shall not do any of the following:

(1) Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

(2) Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.

(3) Use a physical restraint technique that obstructs a pupil’s respiratory airway or impairs the pupil’s breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil’s back or places his or her body weight against the pupil’s torso or back.

(4) Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil’s face.

(5) Place a pupil in a facedown position with the pupil’s hands held or restrained behind the pupil’s back.

(6) Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

(b) An educational provider shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. The observation required pursuant to this subdivision shall not be through indirect means, including through a security camera or a closed-circuit television.

(c) An educational provider shall afford to pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

(d) If prone restraint techniques are used, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49006. Annual report on use of behavioral restraints and seclusion; contents; public record; posting on Internet Web site

(a) A local educational agency that meets the definition of a “local educational agency” specified in Section 300.28 of Title 34 of the Code of Federal Regulations shall collect and, no later than three months after the end of a school year, report to the department annually on the use of behavioral restraints and seclusion for pupils enrolled in or served by the local educational agency for all or part of the prior school year.

(b) The report required pursuant to subdivision (a) shall include all of the following information, disaggregated by race or ethnicity, and gender:

(1) The number of pupils subjected to mechanical restraint, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29
U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(2) The number of pupils subjected to physical restraint, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(3) The number of pupils subjected to seclusion, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(4) The number of times mechanical restraint was used on pupils, with separate counts for the number of times mechanical restraint was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(5) The number of times physical restraint was used on pupils, with separate counts for the number of times physical restraint was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(6) The number of times seclusion was used on pupils, with separate counts for the number of times seclusion was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(c) Notwithstanding any other law, the data collected and reported pursuant to this section shall be available as a public record pursuant to Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code.

(d) No later than three months after the report is due to the department pursuant to subdivision (a), the department shall post the data from the report annually on its Internet Web site.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49006.2. Compliance with federal civil rights data collection requirements

Notwithstanding Section 49006, the data collection and reporting requirements contained in this article shall be conducted in compliance with the requirements of the Civil Rights Data Collection of the United States Department of Education’s Office for Civil Rights imposed pursuant to Sections 100.6(b) and 104.61 of Title 34 of the Code of Federal
Regulations, and shall not be construed to impose a new program or higher level of service on local educational agencies or nonpublic schools or agencies.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49006.4. Application of article

(a) This article applies with regard to all pupils, including individuals with exceptional needs. For an individual with exceptional needs, if a behavioral restraint or seclusion is used, the procedures for follow-up contained in subdivisions (e), (f), (g) and (h) of Section 56521.1 shall also apply.

(b) For purposes of this section, “individual with exceptional needs” has the same meaning specified in Section 56026.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)
## Appendix J – Salary Schedules

Ravenswood City School District  
2018-2019 Certificated Salary Schedule – Annual  
Effective July 1, 2018

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$51,823 Minimum salary for 1.0 FTE

*Employee must hold preliminary or clear credential to advance to Range C.

### Educational Incentive Salary Add-ons
- Annual $1,002 Master's Degree
- Annual $1,002 Second Advanced Degree (must be related to field of education)
- Annual $1,002 National Board Certification in Teaching

### Stipends
- Annual $3,000 Spanish Bilingual Authorization (must serve in dual immersion setting)
- Annual $2,500 Special Education Teacher

$45 Hourly Rate for extended duty - effective June 13, 2016
### Ravenswood City School District

#### 2018-2019 Certificated Salary Schedule—Annual
For Nurses, Counselors, and Psychologists

**Effective July 1, 2018**

2% increase over 2015-2016 salary schedule for employees who completed 2018-2019

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*Employee must hold preliminary or clear credential to advance to Range C.

**Per Diem**—15 additional days compensated at per diem rate

#### 2018-2019 Certificated Salary Schedule—Annual
For Speech Language Pathologists

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**Educational Incentive Salary Add-ons**
Annual $1,002 Master’s Degree
Annual $1,002 Second Advanced Degree (must be related to field of education)

**Stipends**
Annual $3,000 Spanish Bilingual Authorization (must serve in dual immersion setting)
$45 Hourly Rate for extended duty - effective June 13, 2016
Ravenswood City School District

2019-2020 Certificated Salary Schedule – Annual

Effective July 1, 2019

5.5% increase over 2018-2019 salary schedule

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<td>74,136</td>
<td>76,198</td>
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$51,823 Minimum salary for 1.0 FTE

*Employee must hold preliminary or clear credential to advance to Range C

Educational Incentive Salary Add-ons

- Annual $1,002 Master's Degree
- Annual $1,002 Second Advanced Degree (must be related to field of education)
- Annual $3,000 National Board Certification in Teaching

Stipends

- Annual $6,000 C&I District Lead, Reading Specialist/Literacy Coach (contingent on outside funding)
- Annual $4,000 Spanish Bilingual Authorization (must serve in dual immersion setting)
- Annual $5,000 Special Education Teacher
- Annual $3,000 Spanish Bilingual Authorization - Special Education Teacher
- $1,000 Coaching Stipend per Sport
- $250 Daily Rate for Teacher in Charge
- $50 Hourly Rate for extended duty - effective June 17, 2019
- $300 per Night for Overnight Field Trips
# Ravenswood City School District

**2019-2020 Certificated Salary Schedule—Annual**

For Nurses, Counselors, and Psychologists

Effective July 1, 2019

5.5% increase over 2018-2019 salary schedule

<table>
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<tr>
<th></th>
<th>All Intern</th>
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<th>D 45-59 Units</th>
<th>E 60-74 Units</th>
<th>F 75+ Units</th>
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*Employee must hold preliminary or clear credential to advance to Range C.

Per Diem – 15 additional days compensated at per diem rate

### 2019-2020 Certificated Salary Schedule—Annual

For Speech Language Pathologists

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**Educational Incentive Salary Add-ons**

Annual $1,000 Master's Degree

Annual $1,000 Second Advanced Degree (must be related to field of education)

**Stipends**

Annual $5,000 Psychologists and Speech Language Pathologists

Annual $5,000 Spanish Bilingual Authorization - Psychologists and Speech Language Pathologists

$50 Hourly Rate for extended duty - effective June 17, 2019
Appendix K

RAVENSWOOD CITY SCHOOL DISTRICT

PERSONAL PROPERTY DECLARATION FORM

Employee Name: ___________________________ Date: __________________

School Site: ___________________________ School Administrator: ____________

Personal Property Item: ___________________________

Serial Number: ___________________________ Model Number: ___________________________

Date of Purchase: ___________________________ Expected Time on Site: ____________

Description and Value: ___________________________

Approved for: ☐ Weekend ☐ Holiday ☐ Vacation School Administrator Initials: ____________

Personal Property Item: ___________________________

Serial Number: ___________________________ Model Number: ___________________________

Date of Purchase: ___________________________ Expected Time on Site: ____________

Description and Value: ___________________________

Approved for: ☐ Weekend ☐ Holiday ☐ Vacation School Administrator Initials: ____________

Personal Property Item: ___________________________

Serial Number: ___________________________ Model Number: ___________________________

Date of Purchase: ___________________________ Expected Time on Site: ____________

Description and Value: ___________________________

Approved for: ☐ Weekend ☐ Holiday ☐ Vacation School Administrator Initials: ____________

Per Article 17.1.2, I understand that Ravenswood City School District will only reimburse for
property other than personal articles such as clothing, eyeglasses, and watches when written
approval is obtained on this form before the property is brought to the school, and when the
value of the property is agreed upon between the unit member(s) bringing the property, and the
school administrator. The maximum reimbursement shall not exceed $500 for each separate
item.

Employee Signature: ___________________________ School Administrator Signature: ____________