

FORESTVILLE UNION  
SCHOOL DISTRICT

MASTER  
CONTRACT

July 1, 2023 to June 30, 2026

*Between*

Forestville Union School District

*And*

Forestville Teachers Association

## TABLE OF CONTENTS

ARTICLE 1 AGREEMENT .....	3
ARTICLE 2 RECOGNITION .....	4
ARTICLE 3 CONCERTED ACTIVITIES.....	5
ARTICLE 4 NEGOTIATION PROCEDURES .....	6
ARTICLE 5 EFFECT OF AGREEMENT .....	7
ARTICLE 6 NON-DISCRIMINATION .....	8
ARTICLE 7 SAVINGS .....	9
ARTICLE 8 STATUTORY CHANGES .....	10
ARTICLE 9 ORGANIZATIONAL SECURITY .....	11
ARTICLE 10 GRIEVANCE PROCEDURE.....	12
ARTICLE 11 ASSOCIATION RIGHTS.....	15
ARTICLE 12 PERSONNEL FILES .....	16
ARTICLE 13 ASSIGNMENTS, REASSIGNMENTS, TRANSFERS, & VACANCIES .....	17
ARTICLE 14 REDUCTION IN FORCE .....	23
ARTICLE 15 EVALUATION.....	25
ARTICLE 16 EVALUATION – PEER ASSISTANCE AND REVIEW (PAR).....	32
ARTICLE 17 PROCEDURE FOR RESOLVING PARENT/GUARDIAN CONCERNS AND FORMAL COMPLAINT PROCEDURES.....	40
ARTICLE 18 HOURS OF EMPLOYMENT .....	44
ARTICLE 19 SAFE WORKING CONDITIONS .....	47
ARTICLE 20 LEAVES .....	49
ARTICLE 21 PREPARATION PERIODS .....	56
ARTICLE 22 CLASS SIZE.....	57
ARTICLE 23 WAGES .....	59
ARTICLE 24 HEALTH AND WELFARE BENEFITS .....	61
ARTICLE 25 EARLY RETIREMENT .....	64
ARTICLE 26 NO CHILD LEFT BEHIND AND PROFESSIONAL GROWTH .....	65
ARTICLE 27 TEACHERS OF SPECIAL NEEDS STUDENTS .....	67

APPENDIX A PAID EXTRA-CURRICULAR DUTIES .....	68
APPENDIX B ARTICLE 17.4 COMPLAINT FORMS .....	69
APPENDIX C CALENDAR .....	72
APPENDIX D SALARY SCHEDULE .....	73
APPENDIX E EVALUATION PLAN FORM.....	75
APPENDIX F OBSERVATION REPORT FORM.....	76
APPENDIX G EVALUATION SUMMARY FORM.....	82

**ARTICLE 1  
AGREEMENT**

1.1 BILATERAL AGREEMENT

1.1.1 The Articles and provisions contained herein constitutes a bilateral Agreement ("Agreement") by and between the Governing Board of the Forestville Union School District ("Board") and the Forestville Teachers Association, CTA/NEA ("Association"), an employee organization.

1.1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540- 3549 of the Government Code ("Act").

1.2 SUPPORT OF AGREEMENT

1.2.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the District will support this Agreement for its term.

1.3 TERM OF AGREEMENT

1.3.1 This agreement shall remain in force and effect from July 1, 2021 until June 30, 2023.

1.4 COMPLETION OF MEET AND NEGOTIATE

1.4.1 Each year during the term of the contract, the District and Association have the right to re-open Article 23 Wages and Article 24 Health and Welfare Benefits and two articles of each party's choice.

1.4.2 In all other respects, the collective bargaining Agreement previously executed between the parties shall remain unchanged.

**ARTICLE 2**  
**RECOGNITION**

- 2.1 For purpose of meeting and negotiating, the District recognized the Association as the exclusive representative of all certificated employees of the Board, excluding substitute teachers, supervisory, administrative, and confidential employees.

**ARTICLE 3**  
**CONCERTED ACTIVITIES**

3.1 CONCERTED ACTIVITIES

It is agreed and understood that, to the extent permitted by law, there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and will make reasonable good faith efforts to persuade all employees to do so. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

It is understood that in the event this Article is violated by the Association, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from the Association.

**ARTICLE 4**  
**NEGOTIATION PROCEDURES**

- 4.1 The Association and the District shall meet to share and discuss their initial proposals no later than the fifteenth (15th) of October. The intent is to jointly sunshine these proposals no later than the first regularly scheduled Board meeting in November of the year the contract expires or is reopened.
- 4.2 Negotiations shall take place at mutually agreeable times and places. Every reasonable effort will be made to complete the negotiation process by April 15. If the process is not completed by April 15, the District and Association may mutually agree to extend the dates, drop reopeners, move reopeners to the following negotiation cycle, or either party may declare an impasse.
- 4.3 The parties shall meet and negotiate in good faith on negotiable items at mutually agreeable times which shall include both work and non-work time for unit members.
- 4.4 The District shall furnish the Association with requested of all county and state required reports as they are available, and requested copies of all budgetary and other information that are made available to the public at Board meetings, and are necessary for the Association to fulfill its role as exclusive bargaining representative. The Association shall at the District's discretion reimburse the District for time and labor involved in instances where the retrieval, production, or duplication of requested materials is required. The District agrees to provide the Association with a copy of all existing public reports for examination and duplication and such copies will be returned to the District within a reasonable period of time.
- 4.5 No later than November 1, the District shall furnish the Association with the placement of personnel on the respective salary schedule(s) as of October 15.
- 4.6 Within a reasonable period of time following ratification of this Agreement, the Board shall make the agreement available online. Any amendments to the Agreement shall be made available online by the District within thirty (30) days of ratification.

**ARTICLE 5**  
**EFFECT OF AGREEMENT**

- 5.1 It is understood and agreed that the specific provisions contained in the Agreement shall prevail over District practices and procedures and over State Laws to the extent permitted by law.
  
- 5.2 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application.



**ARTICLE 6**  
**NON-DISCRIMINATION**

- 6.1 The District shall not discriminate against any teacher on the basis of race, color, creed, age, gender, national origin, political affiliation, domicile, marital status, sexual orientation, religion, or disability.
  
- 6.2 The District shall not predicate any adverse action against a unit member upon the unit member's personal life provided that such does not interfere with the unit member's duties and/or job performance.

**ARTICLE 7**  
**SAVINGS**

- 7.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except) the extent permitted by law, but all other provisions will continue in full force and effect.
- 7.2 It is further agreed that within 30 calendar days of receipt of notification of the court's decision, and upon receipt of a formal written request by the Association, negotiations shall commence regarding matters related to such provision.

**ARTICLE 8**  
**STATUTORY CHANGES**

- 8.1 Any changes in the terms of this Agreement which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall, upon the written request of the Association, obligate the parties within 30 calendar days of such amendment or repeal to negotiate for the purpose of restoring such benefits this Agreement.

**ARTICLE 9**  
**ORGANIZATIONAL SECURITY**

9.1 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

9.1.1 Any unit member who is a member of the F.T.A., CTA/NEA, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. The Association shall inform the District of any such authorizations that are received. Pursuant to such authorization, the District shall deduct a proportional amount of the annual dues based upon the number of working months per year from the regular salary check of the unit member. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

9.1.2 With respect to all sums deducted by the District pursuant to Paragraph 9.1.1 above, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

9.2 HOLD HARMLESS

9.2.1 The Association agrees to hold harmless and indemnify the District for all legal fees and legal costs incurred in defending against any action challenging the legality or constitutionality provisions of this Agreement or their implementation and further agrees to hold harmless and indemnify the District for all costs related to this article.

9.2.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 9.3.1 shall or shall not be comprised, resisted, defended, tried or appealed.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

### **10.1 DEFINITIONS**

10.1.1 Grievant: refers to any employee who is included in the appropriate unit as defined in Article II, and therefore covered by the terms and provisions of this Agreement.

10.1.2 Grievance: a grievance is an allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement.

10.1.3 Days: means any day that unit members are contracted to provide service to the District.

10.1.4 Immediate Supervisor: the lowest level administrator having jurisdiction over the aggrieved person.

### **10.2 PURPOSE**

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

### **10.3 PROCEDURE**

#### **10.3.1 INFORMAL LEVEL**

An Association representative may accompany and/or represent a grievant at all levels of the grievance procedure.

10.3.1.1 Before filing a formal written grievance, the grievant or persons must attempt to resolve it by an informal conference with the immediate supervisor, without conferees.

#### **10.3.2 LEVEL I – FORMAL LEVEL**

10.3.2.1 Within ten (10) days after the occurrence of the act or omission giving rise to the grievance the grievant must present his grievance in writing to his immediate supervisor and building principal, if they are one and the same. If the immediate supervisor is the district superintendent, it should go directly to him.

10.3.2.2 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

- 10.3.2.3 The supervisor shall communicate his decision to the unit member and to the District Superintendent in writing within five (5) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 10.3.2.4 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association. However, it will be the responsibility of the Administration to report to the Association, within two weeks, that a grievance was processed, the decision and the section of the contract that was grieved. The Administration does not have to reveal the names of the parties involved.
- 10.3.2.5 Within the above limits, either party may request a personal conference.
- 10.3.2.6 No conferee by either party is to be present at the informal level, but may be requested at Level I.

No more than one conferee shall be involved, representing either the teaching staff or the administration at any level.

### 10.3.3 LEVEL II – FORMAL LEVEL

- 10.3.3.1 In the event the grievant is not satisfied with the decision at Level I, he may appeal the decision in writing to the District Superintendent within ten (10) days.
- 10.3.3.2 This statement should include a clear, concise statement of the reasons for the appeal.
- 10.3.3.3 The District Superintendent shall communicate his decision within five (5) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits. If the Superintendent does not respond within the time limits, the grievant may appeal to the next level.
- 10.3.3.4 In the event that the grievance is with the District Superintendent, the grievant may proceed directly from Level I to Level II.

### 10.3.4 LEVEL III

Notwithstanding Section 10.3.2.4, if the grievant is not satisfied with the decision at Level II, or no decision is rendered within the required time periods, a request may be made, in writing, within ten (10) days to the Association to appeal the grievance to arbitration.

- 10.3.4.1 If the Association proceeds to arbitration, it shall notify the Superintendent in writing within fifteen (15) days of the close of mediation. The Association shall request a list of seven arbitrators from the California State Mediation and Conciliation Service.
- 10.3.4.2 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will have no power or authority to add to, subtract from, or modify the terms of this Agreement or make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision will be submitted to the Association and the Superintendent and will be final and binding upon the parties. The decision shall be rendered 30 days after closing the hearing. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator as a threshold issue. The AAA Rules for Voluntary Arbitration shall apply.
- 10.3.4.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, his/her travel and subsistence expenses and the costs of any hearing room, will be borne equally by the Board and the Association. All other costs, except for release time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.
- 10.3.4.4 The process shall not apply to the substantive content of an evaluation.
- 10.3.4.5 Should a grievance be filed near the end of the school year timelines will continue unless the grievant has a prior commitment which reasonably precludes the grievant from processing the grievance at that time (summer). The parties shall then agree to new timelines. In establishing the new timelines the parties will consider the nature of the grievance and the effect of delay on the resolution.

**ARTICLE 11**  
**ASSOCIATION RIGHTS**

11.1 USE OF BUILDINGS AND EQUIPMENT

The Association shall have the right to use school facilities and equipment during reasonable hours for meetings and other Association activities provided that such activities or use does not interfere with classroom instruction or the business of the District.

11.2 BULLETIN BOARDS

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards.

11.3 MAIL FACILITIES

The Association shall have the right to use the teacher mailboxes for communications to unit members.

11.4 ASSOCIATION BUSINESS

Association representatives shall have a total of seven (7) days of released time per year without loss of compensation to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. Such time shall be taken in full or half day increments. The sub costs of the seven (7) days will be borne as follows: first two (2) days of release time to be paid by the District. The remaining five (5) days will be borne equally by the District and the Association.

11.4.1 Request for release time shall be submitted to the Superintendent or his/her designee when reasonably feasible, at least 5 days prior to the start of the requested release time. The superintendent shall not arbitrarily deny the request...or... Release time for the purpose of this article shall not be arbitrarily denied.

11.4.2 Following the approval of the Superintendent or his/her designee it will be the responsibility of the involved representative(s) to make the appropriate substitute arrangements at least one day in advance of the release time.



**ARTICLE 12**  
**PERSONNEL FILES**

- 12.1 Each unit member shall possess the following rights with reference to personnel file established and maintained at the District Office:
- 12.1.1 Every unit member shall have the right to inspect his/her personnel file upon request. Such inspection must take place in an area designated by the District. No materials shall be removed from the file. However, the unit member may obtain copies upon request within a reasonable time.
  - 12.1.2 Unless otherwise approved by the unit member, material in a personnel file shall not include ratings, reports, or records of a derogatory nature obtained prior to employment of the unit member.
  - 12.1.3 Written information of a derogatory nature shall not be entered into a personnel file unless and until the unit member is noticed and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.
  - 12.1.4 A unit member shall have the right to authorize, in writing, an Association representative to examine the member's file and obtain a copy of the items within the file.
  - 12.1.5 A single confidential personnel file will be kept on each member in the District office. Access to this file shall be need-to-know basis and shall be limited to authorized District Administrators and its designees, Confidential Employees and Association representatives approved by the unit member.

**ARTICLE 13**  
**ASSIGNMENTS, REASSIGNMENTS, TRANSFERS, & VACANCIES**

13.1 INTENT

All assignments and reassignments will be made on a fair and equitable basis and will not be to the detriment of the educational program at Forestville Union School District.

13.2 Definitions

13.2.1 An “assignment” is the current placement of a unit member.

13.2.2 “Open/Vacancy” is an unoccupied probationary or permanent position which the District decides to fill and to which no person has reemployment rights or no probationary or permanent unit member remains unassigned.

13.2.3 “Sections” are 1) grade level spans up to two above or two below the current assignment; and 2) departmentalized subject matter classes of the same or similar subjects.

13.2.4 A “transfer” is a move out of one section to another section.

13.2.5 A “reassignment” is a move within a section.

13.2.6 A “voluntary transfer” or “voluntary reassignment” is one requested by a teacher.

13.2.7 An “involuntary transfer” or “involuntary reassignment” is one initiated by the District.

13.3 NOTIFICATION OF ASSIGNMENT

13.3.1 No sooner than January 1st of each year, the District shall distribute a survey form to the unit member as to his/her preferred assignment for the next school year using the Assignment Survey form. (See 13.10) Each unit member shall return the completed form to the Superintendent's office within ten (10) working days.

13.3.1.1 Any unit member requesting a change in assignment shall state on the form his/her reasons for requesting a transfer/reassignment as well as the benefits to the students and/or educational program resulting from such a transfer/reassignment. In addition, each transfer/reassignment request shall contain a statement of the unit member's qualifications for the assignment requested.

13.3.2 Each unit member shall be given tentative written notice no later than thirty (30) working days prior to the last day of school. Such notice shall specify the

classroom location, grade level, and/or subject area(s) to which the unit member will be assigned.

13.3.3 Notice of assignment shall be given to the unit member ten days (10) prior to the end of the school year. These assignments will not change except in situations such enrollment fluctuation, late resignation of unit members and changes in law.

#### 13.4 NOTIFICATION OF VACANCY FOR VOLUNTARY TRANSFER/REASSIGNMENT

13.4.1 Upon determination prior to the last day of instruction of the current school year that a vacancy will exist at the beginning of the next school year, the Superintendent or their designee shall announce such vacancy by the posting of written notice as well as distributing the notice to either unit member's mailboxes or sending an email to their District email address. The Superintendent shall notify the Association President in writing of the vacancy. The position shall remain open through the announced closing date, which shall be at least ten (10) days during which time the district office is open.

13.4.2. When the Superintendent determines that a vacancy exists after the last day of instruction and up to 10 days prior to when teachers are to report for service, the Superintendent or their designee shall announce such vacancy by written notification to the Association and e-mailing a notice of vacancy to each unit member. Unit members shall be responsible for providing the District with summer contact information if they are not checking their District email. No assignment to fill a vacancy shall be made until after the announced closing date which shall be no less than ten days after the date the notice is mailed to unit members. A unit member wishing to apply shall respond in writing no later than 5:00 p.m. on the 10<sup>th</sup> day following notification. The unit member shall provide relevant education, experience and reasons for wanting the transfer. The District shall confirm receipt of the request in writing.

13.4.3 When a vacancy occurs during the 10 days prior to the beginning of school or during the current school year, the Superintendent or their designee may fill the position with an outside applicant. If the position exists in the subsequent school year, it shall be considered vacant for purposes of transfer/reassignment.

#### 13.5 CRITERIA FOR VOLUNTARY TRANSFERS/REASSIGNMENTS

13.5.1 Voluntary transfers/reassignments shall be made by the School Principal or their designee on the basis of the following criteria:

13.5.1.1 Appropriate credential for the new position

13.5.1.2 Experience:

13.5.1.2.1 Relevant grade level or subject experience;

13.5.1.2.2 Relevant course work;

13.5.1.2.3 Professional training;

13.5.1.2.4 Other experiences pertinent to the specific assignment(s).

13.5.1.3 Transfer/Reassignment History:

13.5.1.3.1 The first unit members considered will be those who were involuntarily transferred/reassigned within the past three years;

13.5.1.3.2 The next unit members considered will be those who have not voluntarily transferred/reassigned within the past three years;

13.5.1.3.3 The next unit members considered will be those who received a voluntary transfer/reassignment within the past three years.

13.5.1.3.4 Transfer/reassignment history is considered as one factor and is not the deciding factor.

13.5.1.4 Employment history, including any recent disciplinary actions.

13.5.1.5 Needs of the District.

13.5.2. In the event all the criteria are deemed by the School Principal or their designee to be substantially equal in reference to the above criteria among two or more unit members, the unit member with the most District seniority will be selected for the assignment.

13.5.3 If a unit member's request for a transfer/reassignment is denied, the unit member shall, upon request, have a meeting with the School Principal or their designee for the purpose of discussing the reasons for the denial. If the unit member wishes to be represented at this meeting, they shall notify the School Principal in advance of the meeting. The unit member may request and shall receive written reasons for the denial.

## 13.6 INVOLUNTARY TRANSFERS/REASSIGNMENTS

13.6.1 If the District determines that it must make an involuntary transfer/reassignment, the teaching staff will have three (3) teacher contract days to attempt to develop a mutually agreeable solution to fill the position.

13.6.2 An Involuntary Transfer/Reassignment shall be made by the School Principal or his/her designee on the basis of a vacancy or program need.

- 13.6.3 The following criteria shall be used in making involuntary transfers/reassignments:
- 13.6.3.1 Appropriate credential and NCLB compliance for the new position.
  - 13.6.3.2 Relevant grade level or subject experience
  - 13.6.3.3 Transfer/Reassignment History:
    - 13.6.3.3.1 The first unit members considered for an involuntary transfer/reassignment will be those who have never been involuntarily transferred/reassigned.
    - 13.6.3.3.2 The next unit members considered will be those most distant from an involuntary transfer/reassignment.
    - 13.6.3.3.3 The next unit members considered will be those with the least seniority.
    - 13.6.3.3.4 Transfer/reassignment history is considered as one factor and is not the deciding factor.
- 13.6.4 Teachers who cannot be replaced in their assignment by other current unit members because of credentialing reasons shall not be involuntarily transferred or reassigned.
- 13.6.5 The District may vary from the above procedures only where there are compelling educational reasons. The District will provide written rationale to the Association (See Section 13.1)
- 13.6.6 When a unit member is involuntarily transferred/reassigned, the unit member shall, upon request, have a meeting with the School Principal or his/her designee for the purpose of discussing the reasons for the involuntary transfer/reassignment. If the unit member wants to be represented at this meeting, he/she shall notify the School Principal in advance of the meeting. If requested by the unit member, the Principal will provide written reasons for the involuntary transfer/reassignment.
- 13.6.7 Involuntary reassignments to a combination class shall be rotated equitably among the unit members within the sections (as defined in Section 13.2.3)
- 13.6.7.1 Those unit members most removed in terms of years from a combination teaching experience in Forestville Union School District will be selected first to serve in a combination class. In cases where the past experience of two or more unit members make them equally eligible for such an

assignment, the unit member with the least overall District seniority shall be given the combination class assignment.

13.6.7.2 It is the intent of this provision that a unit member only have one grade level change involving an involuntary reassignment to a combination class. Therefore, every effort will be made to limit the involuntary reassignment provision of this agreement to one (1) grade level above/below the grade level assignment that he/she currently teaches. The effect is that a unit member assigned to a combination class will only need to learn one additional curriculum rather than two.

13.6.8 Combination classes will be defined as a class consisting of two grades of which two separate grade level curricula are taught. Combination classes will be reviewed by the Association and the District.

13.7 RELEASE TIME OR COMPENSATION FOR TRANSFER / REASSIGNMENT / CHANGE IN WORK LOCATION

13.7.1 During the School Year: A unit member whose work location is District-initiated changed during the school year will get one (1) day of release time. A unit member who is transferred or reassigned (District-initiated) during the school year shall be provided two (2) days of release time for preparation, up to the maximum of three (3) days if the transfer/reassignment involves a change in work location. The unit member may choose to take the days in release time or be paid the substitute rate of pay.

13.7.2 During the Summer Break: A unit member whose work location is changed (District-initiated) during the summer break will be paid the substitute rate of pay for one (1) day. A unit member who is transferred or reassigned (District-initiated) during summer break will be paid the substitute rate of pay for two (2) days, up to a maximum of three (3) days if the transfer/reassignment involves a change in work location.

13.8 Unit members who are assigned to new work station location shall be provided assistance in moving all classroom materials to the new location. The District shall provide packing materials and shall move furniture and packed materials to the new location. The affected unit member shall prepare materials for the move and setup new work location. The unit member may supervise movement of materials at his/her option.

13.8.1 No unit member will be required to move more than once in any school year. The only exception would be under an emergency declaration by the Superintendent; which includes, but is not limited to events such as a fire, flood, and unsafe or unhealthy environment.

13.9 Unit members who have been involuntarily transferred or reassigned will be reimbursed up to \$250.00 from the District for supplemental classroom supplies and materials. Expenditures over \$250 require prior approval in order to receive reimbursement.

13.10 ASSIGNMENT SURVEY

FORESTVILLE UNION SCHOOL DISTRICT

20\_\_, 20\_\_ ASSIGNMENT SURVEY

To All Certificated Staff:

Please complete and return this questionnaire to the District Office at your earliest convenience, but no later than \_\_\_\_\_, 20\_\_.

Name \_\_\_\_\_ Current Assignment \_\_\_\_\_

1. Are you planning to return to FUS next year? Yes [ ] No [ ]
2. Will you be requesting a leave of absence? Yes [ ] No [ ]
3. Do you wish to remain in your current assignment? Yes [ ] No [ ]

If you answered "No" to question 3, please complete the following statements on a separate sheet (or the back of this form) and attach it to this survey.

- a. I am interested in a transfer/reassignment to \_\_\_\_\_:
- b. The benefits to the students and/or educational program resulting from such a transfer/reassignment would be as follows:
- c. My qualifications for this assignment request according to Article 13.5.3:

**Please provide your summer contact information so that the District can notify you of a possible vacancy**

Mailing Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

**ARTICLE 14**  
**REDUCTION IN FORCE**

14.1 EFFECTS OF LAYOFF

14.1.1 Unit members receiving lay-off notification shall retain all rights provided by the Education Code including, but not limited to, the following:

- A. Seniority
- B. All Notification
- C. Due Process
- D. Recall and re-employment rights:

14.1.1.1 Laid-off permanent employees shall have first priority for any vacancies for which they are certificated and qualified to teach for up to 39 months following the effective date of layoff while probationary employees shall be granted the same rights for up to 24 months following the effective date of layoff.

14.1.1.2 If such vacancies occur, the District shall notify the most senior laid off employee with the qualifications and credential allowing him/her to teach the vacant subject(s) or grade(s).

14.1.1.3 The notice of reappointment, exclusive of short-term subbing, shall be by certified mail/return receipt requested to the laid off unit member's current mailing address on file with the District. Efforts to notify the Unit Member by other means shall also be made.

14.1.1.4 The laid off employee will notify the District of his/her acceptance or rejection within 10 working days. In the case of rejection, the unit member shall continue to receive vacancy notices and retain all rights to recall contained in this section for up to a time period in accordance with the provisions of 14.1.1.1 above.

14.2 BENEFITS

14.2.1 Employees who are laid off shall receive five (5) paid job-search days prior to the close of the school year in order to seek new employment opportunities without loss of wages or benefits. Prior notification for such leaves shall be given to the Superintendent or his designee and shall, by request, be documented by the employee for purposes of verification.

14.2.2 An employee who is laid off shall be entitled, along with his/her dependents, to continue enrollment in any health and welfare plan offered by the District to unit members. The District shall pay the necessary premiums for two months from the effective date of layoff. Thereafter, the unit member may, if he/she chooses,



continue to pay the necessary premiums on a monthly basis subject to the approval of the respective insurance carriers.

- 14.2.3 Employees who are laid off and subsequently employed by the District as substitutes shall be called for substitute duty on the basis of their seniority within the District at the time of layoff, the most senior being called first. Permanent employees who are laid off and later employed, as substitutes shall be paid their regular rate of pay on a per diem basis for all days that they work in the District.
- 14.2.4 A permanent or probationary employee who is laid off and is subsequently re-employed by the District shall retain that sick leave earned and unused at the time of separation.
- 14.2.5 As to any such employee who is reappointed, the period of his/her absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of his/her service, he/she shall retain the classification and order of employment he/she had when his/her services were terminated, and credit for prior service under any state or District retirement system shall not be affected by such termination, but the period of his/her absence shall not count as a part of the service required for retirement. Employees who are laid off shall be able to credit time served prior to the layoff for a computation of credit toward longevity pay rate upon re-employment.

## **ARTICLE 15 EVALUATION**

### 15.1 Vision Statement

15.1.1 This provision establishes a process of systematic appraisal of a unit member's work performance on a regular basis. The primary purpose of this evaluation process is to improve the educational process of the District and to develop the highest professional competence on the part of each unit member.

15.1.2 The parties agree that this evaluation process, based on the California Standards for the Teaching Profession, meets the requirements of Education Code section 44662. Furthermore, these standards constitute goals and objectives for all teachers in the District.

15.1.3 All unit members, whether in their year of formal evaluation or not, are expected to be familiar with the California Standards for the Teaching Profession and provisions of 44662, and to apply the Standards to their practice.

15.1.4 This process is intended to promote communication between the unit member and evaluator. Nothing in this process is intended to limit classroom visits by administrators.

### 15.2 California Standards for the Teaching Profession

15.2.1 This evaluation process and related forms are based on the current California Standards for the Teaching Profession ("CSTP"). Forms will be updated as necessary to reflect the current Standards.

### 15.3 Evaluation Schedule

15.3.1 Every temporary and probationary unit member shall be evaluated every year in a process culminating with the Evaluation Summary Form prior to March 1st. Each evaluation for temporary and probationary unit member shall include a minimum of one (1) scheduled observation and two (2) unscheduled observations, lasting a minimum of fifteen (15) minutes each.

15.3.2 Every permanent unit member shall be evaluated at least every other year culminating with the Evaluation Summary Form by May 1. Each evaluation for permanent unit members shall include a minimum of one (1) scheduled observations and one (1) unscheduled observations, each lasting a minimum of ten (10) minutes.

15.3.3 Permanent unit members who have been employed at least ten (10) years in the District, and whose most recent evaluation has indicated he/she has met standards may be evaluated a minimum of once every five (5) years.

- 15.3.4 The evaluation of unit members hired after November 1st will include a minimum of one (1) scheduled observation and one (1) unscheduled observation in that year.
- 15.3.5 Additional scheduled or unscheduled observations can occur at the discretion of the evaluator or at the request of the unit member.
- 15.3.6 A copy of the Observation Report Form shall be given to the unit member within three (3) work days of the observation. The unit member is encouraged, but not required to submit a response to the Observation Report Form within ten (10) days of receipt of the Form. The response, if any, will be attached to the Observation Report Form and placed in the unit member's personnel file. Information contained on each Observation Report Form may be incorporated into the Evaluation Summary Form. The Observation Report Forms become a part of the unit member's personnel file.
- 15.3.7 A copy of the final Evaluation Summary Form shall be given to the unit member pursuant to the timelines below. The Evaluation Summary Form shall become a part of the unit member's personnel file. The unit member shall have the right to submit a written response to the Evaluation Summary Form within ten (10) days of receipt of the Form. The response, if any, shall be attached to the Evaluation Summary Form and placed in the unit member's personnel file.

#### 15.4 Formal Evaluation Process

##### 15.4.1 Temporary/Probationary Unit Member

- 15.4.1.1 The primary focus in the evaluation of temporary/probationary unit members shall be on the coaching, support and feedback related to the Standards.
- 15.4.1.2 No later than the seventh week of the school year, the evaluator will meet with the unit member for the purpose of reviewing the evaluation process including the current CSTP standards and elements. Prior to this meeting with the evaluator, the unit member will complete the Evaluation Plan Form.
- 15.4.1.3 Although feedback will be provided on all six Standards, temporary/probationary unit members will focus on all 12 elements of the following two standards: (#2) Creating and Maintaining Effective Environments for Student Learning; (#4) Planning Instruction and Designing Learning Experiences for All Students.
- 15.4.1.4 Unscheduled observations will be held at the discretion of the evaluator.

- 15.4.1.5 All scheduled observations shall be mutually agreed upon at least five (5) work days in advance.
- 15.4.1.6 At the request of either the unit member or evaluator, a scheduled observation shall be preceded by a conference to review the purpose of the observations. The pre-observation conference will be no less than two (2) work days in advance of the observation.
- 15.4.1.7 Within three (3) work days of each observation, the evaluator will send the unit member the completed copy of the Observation Report Form.
- 15.4.1.8 Either the evaluator or unit member may request a post observation conference to occur within five (5) work days of each observation. This time can be changed by mutual agreement.
- 15.4.1.9 Any unit member who receives feedback that they are not meeting standards on an observation shall be entitled, at their request, a subsequent observation, conference and written observation report, no sooner than two (2) weeks after the prior observation, except by mutual agreement between the unit member and evaluator. The evaluator shall provide specific recommendations and assistance with the goal of improved performance.
- 15.4.1.10 The final evaluation conference shall be held either at the time of the delivery of the final Evaluation Summary Form or at a mutually agreeable time. This shall occur no later than March 1.

#### 15.4.2 Permanent Unit Member

##### 15.4.2.1 Formal Evaluation Program

- 15.4.2.1.1 Every permanent unit member, when in their year(s) of evaluation, shall be evaluated in a continuing process culminating with the Evaluation Summary Form prior to May 1.
- 15.4.2.1.2 No later than the seventh (7th) week of the school year, the evaluator will meet with the unit member for the purpose of reviewing the evaluation process and discussing the standards and elements upon which the unit member will be focusing.
- 15.4.2.1.3 Prior to the meeting described in 15.4.2.1.2, the unit member will complete the Evaluation Plan Form to identify one (1) standard of focus for the school year, and identify key elements of that standard as specific areas of concentration. The evaluator will choose one (1) standard and two key

elements for the unit member to focus on for the school year. At the meeting described in 15.4.2.1.2, the unit member and administrator will mutually agree on one additional standard and one element for the unit member to focus on for the school year. The evaluation will address all six standards.

- 15.4.2.1.4 At the request of either the unit member or evaluator, a scheduled observation shall be preceded by a conference in which the evaluator and the unit member will review the purpose of the observations and the standards of focus for that unit member. The pre-observation conference will be at least two (2) work days in advance of the observation.
- 15.4.2.1.5 Scheduled observations shall be mutually agreed upon by the evaluator and unit member a minimum of five (5) work days prior to the observation.
- 15.4.2.1.6 Unscheduled observations will be held at the discretion of the evaluator.
- 15.4.2.1.7 The scheduled and unscheduled observation shall be documented on the Observation Form and provided to the unit member within three (3) work days of the observation.
- 15.4.2.1.8 Either the unit member or evaluator may request a post observation conference to occur within five (5) work days of the unit member's receipt of the Observation Report Form. This time may be changed by mutual agreement.
- 15.4.2.1.9 Any unit member who receives feedback that they are not meeting standards on an Observation Report Form shall be entitled to, at their request, a subsequent observation, Observation Report Form, and post observation conference. The evaluator shall provide specific recommendations and assistance to the unit member with the goal of improved performance.
- 15.4.2.1.10 Unsubstantiated statements shall not be a basis for evaluation of unit members.
- 15.4.2.1.11 A copy of the unit member's Final Evaluation Summary shall be provided at a final evaluation conference with the evaluator. This shall occur no later than May 1.

15.4.2.1.12 Any unit member who receives an overall “Does Not Meet Standards” evaluation shall be evaluated again the following year.

15.4.2.1.13 A unit member shall not be required to participate in the evaluation of any other unit member.

15.5 Timelines

15.5.1 These timelines can be changed by mutual agreement.

15.5.2 Formal Evaluation Process Timelines

	<b>Probationary and Temporary</b>	<b>Permanent</b>
Initial conference deadline for determining the standards and key elements	No later than the end of the 7 <sup>th</sup> week of instruction.	No later than the end of the 7 <sup>th</sup> week of instruction.
Goal to complete minimum number of scheduled and unscheduled observations	February 28 <sup>th</sup>	April 30 <sup>th</sup>
Deadline to complete final Evaluation Summary Form (written and given to unit member)	March 1 <sup>st</sup>	May 1 <sup>st</sup>

15.5.3 Observation Timelines

<b>Event</b>	<b>Temporary, Probationary and Permanent</b>
Observation scheduling	Minimum of five (5) work days prior to scheduled observation.
Pre-observation conference	Minimum of two (2) work days prior to scheduled observation if requested by the unit member or evaluator.
Post observation written report (Observation Report Form)	No later than three (3) work days after observation.
Post observation conference	Within five (5) work days after receipt of Observation Report Form if requested by the unit member or evaluator.
Subsequent observation(s)	Minimum of two (2) weeks after the prior observation

15.6 Observation and Evaluation Forms

15.6.1 Each unit member will complete an Evaluation Plan using the proper form.

15.6.2 The evaluator will complete the Observation Report Form and Evaluation Summary Form.

15.6.3 The evaluator may complete the forms electronically or on a hard copy.

15.6.4 The unit member will receive a copy of the Observation Report Form and Evaluation Summary Form by email or hard copy.

**Negotiated Agreement  
Between  
The Forestville Teachers Association  
And  
The Forestville Union School District  
Regarding Peer Assistance and Review  
Tentative Agreement: May 10, 2000  
Final Agreement: June 12, 2000**

**WHEREAS** the parties have met and negotiated to institute the Peer Assistance and Review Program by July 1, 2000 pursuant to a mutually re-opened article of the collective bargaining Agreement, and

**WHEREAS** the conclusions of the negotiation will be added to Article 15, Evaluation, of the current contract, and

**WHEREAS** tentative agreement has been reached on the Peer Assistance and Review program as of May 10, 2000,

**NOW, THEREFORE**, the parties do hereby agree as follows on the Peer Assistance and Review Program.

1. The Peer Assistance and Review Program will begin on July 1, 2000.
2. The program will be as described below:



**ARTICLE 16**  
**EVALUATION – PEER ASSISTANCE AND REVIEW (PAR)**  
(Including Consortium Contract Language)  
Revised 5/10/00 and 6/12/00

16.1 Overview:

The Forestville Teachers Association and the Forestville Union School work together to provide the students with high quality instruction that will help them to achieve their goals in life. In order for the students to succeed in learning, the teachers must succeed in teaching. The parties agree, therefore, to collaborate in the design and implementation of programs to improve the quality of instruction through peer review, expanded and improved professional development, and peer assistance:

Teachers who are referred to the Peer Assistance and Review (PAR) program or volunteer to participate in it are viewed as valuable professionals deserving of high quality resources to assist them in improving their performance to meet the District's standard of teaching success. It is understood that the purpose of this program is to provide peer assistance and that the Consulting Teachers shall not participate in the District's formal evaluation of the participating teachers.

Expenditures made for this program shall not exceed the revenues received for this program.

If state funding and/or programs requirements for PAR change, the Association and the District agree to meet and negotiate changes to the program.

16.1.1 Definitions:

- 16.1.1.1 Joint Teacher/Administrator Panel (Joint Panel)- The governing body of the PEER ASSISTANCE AND REVIEW program.
- 16.1.1.2 Consulting Teachers - a teacher applicant selected by the Joint Panel to provide assistance to Referred Participating Teachers and Volunteer Participating Teachers and other duties as determined by the panel pursuant to the PEER ASSISTANCE AND REVIEW program. The Consulting Teacher may be a teacher selected by the other district's Joint Panel.
- 16.1.1.3 Referred Participating Teacher - a teacher with permanent status who was selected to receive assistance through the PEER ASSISTANCE AND REVIEW program as a result of an unsatisfactory final evaluation. The teacher receives assistance to improve his/her instructional success through assistance in student progress towards standards, instructional techniques or methodologies, curricular adherence, subject matter knowledge and/or maintaining a suitable learning environment.

16.1.1.4 Volunteer Participating Teacher - a teacher with permanent status who volunteers to participate in the PEER ASSISTANCE AND REVIEW program.

16.1.1.5 Governing Board – The Board of Trustees of the District, also referred to as Board and District Board.

16.1.1.6 Days - "Days" as used in this agreement means school days.

## 16.2. The Joint Teacher/Administrator Panel (JOINT PANEL).

The governance structure of the PEER ASSISTANCE AND REVIEW program shall be a joint teacher/administrator peer assistance and review panel composed of three members-two perm: teachers from different grade level sections (K-3, 4-6, 7-8 and support teachers) and one administrator. The Association shall choose the teacher panel members; the District shall choose administrator panel member.

16.2.1 Joint Panel members will refrain from discussion and from making decisions on any matter in which the panel member has a professional or personal conflict of interest.

16.2.2 The Joint Panel shall establish its own meeting schedule. In order to meet, all of the members of the Joint Panel must be present. If such meeting shall take place during the regular workday, teacher members will be released from their regular duties without any loss of pay or benefits.

16.2.3 The teacher Joint Panel members shall be paid an annual stipend of Five Hundred (\$500) per year of service on the Joint Panel.

16.2.4 If it is necessary for the teacher members of the Joint Panel to carry out their responsibilities beyond the teacher work day, they shall be compensated at the rate of thirty-five dollars per hour (\$35/hr.).

16.2.5 The JOINT PANEL shall be responsible for the following:

16.2.5.1 Providing annual training for the JOINT PANEL members through the ASSISTANCE AND REVIEW consortium,

16.2.5.2 Establishing its own rules of procedure, including the method for selecting a chairperson,

16.2.5.3 Selecting the Consulting Teachers through the District and/or the PEER ASSISTANCE AND REVIEW consortium,

16.2.5.4 Providing training for Consulting Teachers prior to the Consulting participation in the program,

- 16.2.5.5 Sending written notification of participation in the PEER ASSISTANCE REVIEW program to the Referred Participating Teacher, the Consulting Teacher, and the site principal
  - 16.2.5.6 Making available the names of the available Consulting Teachers from either the District and/or the PEER ASSISTANCE AND REVIEW consortium for review and indication of preference by the participating teachers.
  - 16.2.5.7 Distributing a copy of the adopted guidelines and this article to all bargaining unit members and administrators at the beginning of the year in the first five years of the operation of the PEER ASSISTANCE AND REVIEW program,
  - 16.2.5.8 Establishing a procedure of application for the Consulting Teacher position which is consistent with PEER ASSISTANCE AND REVIEW consortium guidelines,
  - 16.2.5.9 Preparing a budget for the PEER ASSISTANCE AND REVIEW program utilizing the available program funding subject to Board approval,
  - 16.2.5.10 Determining the number of Consulting Teachers needed in any school year based upon the number of participating teachers in the PEER ASSISTANCE AND REVIEW program, the available budget, and other relevant considerations,
  - 16.2.5.11 Reviewing the reports prepared by the Consulting Teachers and making recommendations to the Governing Board regarding the Referred Participating Teacher success in the established assistance plan,
  - 16.2.5.12 Evaluating the success of the PEER ASSISTANCE AND REVIEW program the impact on the District, and the budget, in order to plan for the ensuing year and to improve the program,
  - 16.2.5.13 Recommending staff development activities for the whole staff based on coordination with the Curriculum/Technology Council.
- 16.2.6 All proceedings and materials related to evaluations, the CONSULTING TEACHER and other personnel matters will be strictly confidential. The JOINT PANEL members and the CONSULTING Teachers may disclose such information only as necessary to administer this Article.
- 16.2.7 The Joint Panel will develop a confidentiality statement, which will be signed by all members of the Panel and all Consulting Teachers.

### 16.3 Consulting Teacher:

#### 16.3.1 Qualifications of the CONSULTING TEACHER:

- a. The CONSULTING TEACHER must be a permanent classroom teacher with a clear California teaching credential.
- b. The CONSULTING TEACHER must have substantial recent experience in classroom instruction, to wit: successful classroom teaching experience for three of the last five years.
- c. The CONSULTING TEACHER shall demonstrate exemplary teaching ability, as indicated, among other things, by effective communication skills, thorough subject matter knowledge, and mastery of a range of teaching strategies, including classroom management and instructional techniques necessary to meet the needs of pupils with a wide range of needs and learning abilities in different contexts.

16.3.2 In applying for the position of CONSULTING TEACHER, each applicant is required to submit two references from individuals with specific knowledge of the applicants' expertise, as follows:

- A reference from a building principal or immediate supervisor
- A reference from another classroom teacher

16.3.3 All applications will be treated with strict confidentiality.

16.3.4 Consulting Teachers shall be selected by consensus of the JOINT PANEL following classroom observations, which involve the JOINT PANEL members. An observation team must include a minimum of two panel members, one administrator and one teacher member. (B.C. 44502 (c)(1)) The selection process shall include provisions for classroom observation of the candidates for consulting teacher by the panel. The program shall expect and strongly encourage a cooperative relationship between the CONSULTING TEACHER and the Principal with respect to the processes of the Peer Assistance and Review

16.3.5 Consulting Teachers shall be provided release time as needed to fulfill their functions.

16.3.6 The term of the Consulting Teachers shall be two (2) years. A CONSULTING TEACHER may serve for no more than two consecutive terms. A teacher may not be appointed to an administrative position in the District while serving as a CONSULTING TEACHER.

16.3.7 Functions performed pursuant to this Article by bargaining unit employees shall not constitute management or supervisory functions. The CONSULTING Teachers shall continue all rights of bargaining unit members.

- 16.3.8 CONSULTING Teachers shall receive a stipend of \$2000 each year. The stipend will be paid in four equal parts throughout the year. In addition to the stipend, the CONSULTING TEACHER shall receive an hourly payment for work beyond the contractual workday with the REFERRED TEACHER, the VOLUNTEER TEACHER, the NEW TEACHER, and/or the BEGINNING TEACHER at the rate of \$40/hr. The total for the year cannot exceed the budgeted amount.
- 16.3.9 Consulting Teachers shall have responsibility for no more than one (1) Referred Participating Teacher. Each REFERRED PARTICIPATING TEACHER shall receive no fewer than 20 hours of assistance from the CONSULTING TEACHER. A CONSULTING Teacher shall assist Referred Participating Teachers or a Volunteer PARTICIPATING Teacher by observing, demonstrating, coaching, conferencing, referring to other resources, or by other activities, which, in CONSULTING Teacher's professional judgment, will assist the REFERRED PARTICIPATING TEACHER or the Volunteer PARTICIPATING TEACHER in achieving success with the assistance plan.
- 16.3.10 After meeting with the referring administrator, the CONSULTING TEACHER shall meet with the REFERRED PARTICIPATING TEACHER to discuss the PAR program, to establish mutually agreed-upon performance goals, to develop the assistance plan, and to set up a process for determining successful completion of the PEER ASSISTANCE AND REVIEW program. Performance goals for a participating teacher in the PEER ASSISTANCE AND REVIEW program shall be in writing, clearly stated, and aligned with the pupil learning expectations pursuant to Article 5 of this Agreement. The CONSULTING TEACHER and the referring administrator will work cooperatively to assist the REFERRED PARTICIPATING TEACHER to succeed with the assistance plan.
- 16.3.11 The CONSULTING TEACHER shall provide assistance to the REFERRED PARTICIPATING TEACHER or Volunteer PARTICIPATING TEACHER during classroom instruction periods, and will meet with the REFERRED PARTICIPATING TEACHER or Volunteer PARTICIPATING teacher.
- 16.3.12 The CONSULTING TEACHER shall provide periodic written reports in accordance with the assistance plan to the REFERRED PARTICIPATING TEACHER and to the JOINT PANEL for discussion and review.
- 16.3.13 The CONSULTING TEACHER shall continue to provide assistance to the REFERRED PARTICIPATING TEACHER until the CONSULTING TEACHER concludes that the REFERRED PARTICIPATING TEACHER has satisfactorily completed the Assistance Plan or that continued assistance will not be productive.
- 16.3.14 Final Annual Report: A copy of the CONSULTING Teacher's final annual report shall be submitted to the REFERRED PARTICIPATING TEACHER and discussed with him/her. The REFERRED PARTICIPATING Teacher's input and signature will be obtained at least ten (10) days before it is submitted to the

JOINT PANEL. The REFERRED PARTICIPATING Teacher's signing of the report does not necessarily mean agreement with its contents, but rather that he/she has received a copy of the report.

16.3.15 The CONSULTING TEACHER shall submit a final report to the JOINT PANEL. The REFERRED PARTICIPATING TEACHER shall have the right to submit a written response, within twenty (20) days and to have the response attached to the final report. The REFERRED PARTICIPATING TEACHER shall also have the right to request a meeting with the JOINT PANEL and to be represented at this meeting by the Association representative of his or her choice.

16.3.16 The results of the REFERRED PARTICIPATING Teacher's participating in the PEER ASSISTANCE AND REVIEW program shall be made available for placement in his or her personnel file.

16.3.17 Joint Panel may choose to have CONSULTING Teachers participate in the PEER ASSISTANCE AND REVIEW Consortium Network.

#### 16.4 Referred Participating Teachers and Volunteer Participating Teachers

16.4.1 There may be two categories of participants in the PAR program. Referred Participating Teachers shall be referred to participate as a result of an unsatisfactory evaluation. Permanent teachers who are not referred may be part of the program as Volunteer Participating Teachers. Volunteer Participating Teachers may volunteer to participate in the program for Peer Assistance only. They may do so only if the Consulting Teacher for their grade level section does not have a Referred Participating Teacher.

16.4.2 A Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Panel. The Joint Panel will make the final determination on the assignment of the Consulting Teacher.

16.4.3 With the approval of the Joint Panel, a different Consulting Teacher may be selected to work with the Referred Participating Teacher at any time during the first eight (8) weeks from the beginning of the school year if requested by the Referred Participating Teacher or the Consulting Teacher.

16.4.4 A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation is for peer assistance only. The Volunteer Participating Teacher may terminate his/her participation in the PAR program at any time. All communications between the Consulting Teacher and the Volunteer Participating Teacher shall be confidential and will not be shared with others, including the site principal and the Joint Panel without the written consent of the Volunteer Participating Teacher.

16.4.5 The JOINT PANEL shall determine the number of volunteer participating teachers to be admitted to the program each year.

16.5 Evaluation of the Peer Assistance and Review Program

16.5.1 The Peer Assistance and Review JOINT PANEL shall annually evaluate the impact of the PEER ASSISTANCE AND REVIEW program in order to determine ways in which to improve the program. This evaluation may include, but is not limited to, interviews or surveys of the program participants, observations, write-ups, and other aspects of the program determined by the Joint Panel. The JOINT PANEL may submit recommendations for improvement of the program to the Board of Trustees and the Association.

16.6 Miscellaneous

16.6.1 Provisions Documents generated by the CONSULTING TEACHER and the JOINT PANEL members regarding specific REFERRED PARTICIPATING Teachers or PARTICIPATING Teachers as part of the assistance process shall be deemed personnel records and shall remain confidential to the extent required by law.

16.6.2 The District agrees to indemnify and provide a defense for the Consulting Teacher and the Joint Panel members against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the Consulting Teacher's or Joint Panel member's participation in Peer Assistance and Review.

16.6.3 Provisions Documents generated by the CONSULTING TEACHER and the JOINT PANEL members regarding specific REFERRED PARTICIPATING Teachers or PARTICIPATING Teachers as part of the assistance process shall be deemed personnel records and shall remain confidential to the extent required by law.

16.6.4 The District agrees to indemnify and provide a defense for the Consulting Teacher and the Joint Panel members against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the Consulting Teacher's or Joint Panel member's participation in Peer Assistance and Review.

16.6.5 The JOINT PANEL shall address any complaint or issues raised by REFERRED PARTICIPATING Teachers, Volunteer PARTICIPATING Teachers, or CONSULTING Teachers.

16.6.6 A teacher shall be deemed to have received an "unsatisfactory" evaluation if he/she has been rated with a "3" (Unsatisfactory - Performance not meeting the expectations of the Forestville Union School District which may require

participation by the unit member in a program to improve specific areas) in two of the four categories on the Certificated Evaluation Summary Form. They are: Pupil Progress Toward Established Standards, Instructional Techniques and Strategies, Adherence to Curricular Objectives, and Suitable Learning Environment.

16.6.7 If the CONSULTING TEACHER is unable to work with NEW and BEGINNING TEACHERS, other SUPPORT PROVIDERS will be recruited by the Joint Panel. The SUPPORT PROVIDER will fulfill a comprehensive list of duties to help the NEW or BEGINNING TEACHER to function efficiently at our school. For each temporary or probationary teacher, the SUPPORT PROVIDER will be paid \$500 for a NEW TEACHER (less than two years of experience teaching) or \$250 for a NEW TEACHER (less than two years of experience in the District.)

16.6.8 All payments and stipends will be reviewed at the end of the first year by the bargaining unit taking into account recommendations by the Joint Panel. A teacher panel member or a consulting teacher may elect to receive district credit on the salary schedule or a supplemental day in lieu of the hourly rate for service outside of school hours at the rate of 15 hours of service for each unit or supplemental day.

The portion of the Master Agreement between the Forestville Union School District, Article I5 -- Evaluation, Section 10, PEER ASSISTANCE AND REVIEW, set out above, is an addition to the negotiated contract. The tentative agreement was reached on May 10, 2000. This final agreement was ratified by the Board of Trustees on June 12, 2000.



**ARTICLE 17**  
**PROCEDURE FOR RESOLVING PARENT/GUARDIAN CONCERNS AND FORMAL COMPLAINT PROCEDURES**

17.1 INTENT

The quality of the educational program can improve when the parents know their concerns, conflicts, problems, differences of opinion, and disagreements will be respectfully considered through an open, established, and objective process.

In order to promote fair and constructive communication in the resolution of conflict, the following procedures will govern the disposition of concerns, conflicts, problems, and complaints. Every effort will be made to resolve a concern at the earliest opportunity: It is anticipated that concerns will be processed using at least one of the informal procedures listed below before moving to the formalized complaint procedure.

The informal procedures have no time lines and may be used more than once at the election of the individual bringing the concern.

17.2 PROCEDURES

Individuals with an issue of concern are encouraged to resolve concerns in a timely and informal manner. If a concern remains unresolved, the individual should submit the issue in a timely manner in accordance with appropriate district procedures described in this article which shall be made readily known and accessible to the public.

17.2.1 An individual seeking to express a concern to a District employee, resolve a dispute, conflict, or disagreement, or solve a problem with a District employee should do one or more of the following:

17.2.1.1 Express and seek resolution to the concern directly and verbally with the employee involved;

17.2.1.2 Meet with the employee and the employee's immediate supervisor to express and seek resolution to the concern;

17.2.1.3 Meet with the employee and the staff conflict resolution facilitator or staff liaison of the individual's choice to express and seek resolution to the concern;

17.2.1.4 Express the concern in writing and suggest possible resolutions to the concern using the Districts concern/comment/compliment box, into which one can put concerns or compliments or comments regarding any school or district program or employee. The box will be emptied twice a week (at a minimum) and the contents analyzed for response by either the Principal or the Superintendent or other administrator. The

individual will have the option of signing his/her written expression of the concern and the suggested resolutions, or submitting it anonymously. A pre-printed form for the comment box will be provided to facilitate the efficient use of the process.

- 17.2.1.5 Express the concern in writing, either on the comment/concern/compliment form or not, and give the written expression to the affected employee, giving a copy to the immediate supervisor or not at the election of the individual.
- 17.2.1.6 No disciplinary actions will be taken as a result of the use of informal procedures for resolution of the concern.
- 17.2.1.7 Timeliness: For the informal processes there will be no restrictive timelines for the submission nor the processing of the concern. The unit member shall provide a reasonable and timely response once the concern has been brought to his/her attention. Parents/guardians shall be encouraged to bring the concern forward in a timely manner.

If the parent/guardian has exhausted the informal procedures or has found their use unsatisfactory, the parent/guardian should move to the formal parent complaint process. Under no circumstances, however, can a formal complaint be made more than ninety days after the incident which is the subject of the complaint.

### 17.3 Formal Complaint Procedures

- 17.3.1 Extensions of the time limits or the repetition of a given step of the formalized complaint procedure may be made by mutual agreement between the complainant and the unit member.
- 17.3.2 The complainant will be requested to use the standardized formal complaint form to submit his/her complaint. The complainant will be requested to list possible resolutions to the complaint in the space provided on the form. The form will have a place where the employee and the complainant can sign-off that the complaint has been satisfactorily resolved.
- 17.3.3 The original copy of the complaint, the immediate supervisors written response, and the employees written response (if any) will be placed in the employee's personnel file.
- 17.3.4 If the complainant, the employee, and the immediate supervisor sign-off that the complaint has been resolved, the complaint documents will be sealed, but will remain in the personnel file for two years from the date of the sign off.

- 17.3.5 If the concern is not resolved to the satisfaction of the individual bringing the concern at the informal levels, the individual may submit a formal written complaint to the unit member and principal or his/her designee with suggestions for possible resolution. Such a complaint shall be signed, dated, and submitted in writing on the approved form, to the principal or his/her designee
- 17.3.6 It is anticipated and expected that the immediate supervisor will meet with the employee and the complainant to consider ways to resolve the complaint and respond to the parent/guardian's concern.
- 17.3.7 Upon receiving a written complaint, unit member's immediate supervisor will provide a written response to the complainant and unit member against whom the complaint has been lodged within seven (7) days (exclusive of holidays) of the receipt of the written formal complaint. The unit member will be provided with a copy of the immediate supervisor's response and will have the opportunity to attach a response to it before it goes to the complainant. All parties will receive copies of the responses.
- 17.3.8 If the formal complaint under review by the unit member's immediate supervisor remains unresolved, the complainant may request in writing that the written complaint, together with the immediate supervisor's report and analysis of the situation be referred to the Superintendent. The unit member may attach to this report a written response to the complaint. Such appeal by a complainant shall be made to the Superintendent within twenty (20) days (exclusive of holidays) of the receipt of the immediate supervisor's written report. The Superintendent shall review the matter, shall meet with the complainant, the immediate supervisor, the unit member, and their representatives, and will render a written decision within ten (10) days (exclusive of holidays). The Superintendent's decision shall be final unless the complainant, the unit member, or the Superintendent requests a hearing before the Governing Board on the complaint. Unless the unit member requests otherwise, any such hearing will be a closed hearing.
- 17.3.9 If the complainant or unit member requests a final review of the complaint by the Governing Board, such a request must be in writing and made within twenty (20) days (exclusive of holidays) of the Superintendent's written response to the complaint.
- 17.3.10 No review, either open or closed, will be held by the Governing Board on any complaint unless and until the board has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain, but not be limited to, the following:
- a. The name of each unit member involved.
  - b. A brief but specific summary of the nature of the complaint and the facts surrounding it, sufficient to inform the Governing Board and the unit

member(s) as to the precise nature of the complaint and to allow the unit member(s) to prepare a response.

- c. A legible copy of the signed original complaint.
- d. A summary of the action taken by the Superintendent in connection with the complaint, with the Superintendent's specific finding that disposition of the case at the superintendent's level has not been possible, and the reasons therefore.
- e. The unit member's written response shall be attached to the Superintendent's report.
- f. The Board may uphold the Superintendents decision/resolution without hearing the complaint.

17.3.11 All parties involved shall be requested to attend any such meeting with the Governing Board for the purpose of presenting all available evidence and allowing every opportunity for explaining and clarifying the issue. The unit member may have an association representative present at the review. The decision of the Governing Board following the review shall be final.

17.3.12 At any point in the process, a formal written complaint with response may be advanced to the Governing Board with the mutual agreement of the unit member, complainant and Superintendent.

17.3.13 Any anonymous or unsubstantiated public complaint shall not be used in a unit member's evaluation or included in a unit member's personnel file.

17.3.14 For purposes of this article "day" is defined as a day during which the District office is open, exclusive of holiday periods.

17.3.15 This article shall not prohibit the investigation and reporting of criminal-allegations.

**ARTICLE 18**  
**HOURS OF EMPLOYMENT**

18.1 TIME ASSIGNMENT

18.1.1 The student instructional day shall begin at 8:30 a.m. All grades shall be released no later than 3:00 p.m. unless the district elects to adjust the time as provided in section 18.1.5 below. Teachers shall report for duty no later than 30 minutes before the first warning bell for the opening of school. Teachers can leave at the student release time unless they are requested to perform other professional duties pursuant to 18.1.2 or 18.1.3.

18.1.2 Employees are responsible for other duties and professional responsibilities which are necessary for the efficient operation of the district and may extend beyond the normal instructional day (in accordance with section 5.2).

18.1.3 One (1) day per week (Tuesday) shall be a reduced instructional day for students.

18.1.3.1 The Principal or her/his designee will calendar the schedule of meetings and such calendar will be given to unit members at the first staff meeting of the school year.

18.1.3.2 Tuesday activities are outlined as follows:

18.1.3.2.1 The first Tuesday and another Tuesday each month shall be designated as District directed time, with activities to be decided at the discretion of the District. Such activities include faculty meetings, mandated meetings, mandated trainings, curriculum development, and professional development. The Principal will set the agenda for the Tuesdays that are District-directed.

18.1.3.2.2 Two (2) Tuesdays per month shall be utilized for meetings with grade level, grade section, or subject unit colleagues on curriculum development activities, common planning time, student data analysis, and collaboration as designated by the unit member. Unit member group activities are encouraged to be communicated to Principal and Superintendent to facilitate their participation. Offsite meetings during this time related to the above activities are not discouraged but do need the advance approval of the Principal or his/her designee.

18.1.3.2.3 Any fifth Tuesday occurring in a calendar month shall be designated as time for professional development activities,

trainings, and other programs by the Principal in consultation with unit member representatives; one from TK-3 and one from 4-6.

18.1.3.3 District Tuesdays and fifth Tuesdays will adjourn no later than 4:00 p.m. On unit member collaboration Tuesdays unit members may leave 60 minutes after student release time at 3:00 p.m.

18.1.3.4 All Tuesday activities are mandatory. Personal appointments should not be scheduled on Tuesdays. If the unit member has a compelling reason to be absent during the Tuesday afternoon activities, the unit member shall use applicable leave provisions outlined in Article 20 or obtain prior approval from Principal.

18.1.3.5 Part-time teachers working 60% or more shall participate in this time on a pro-rated basis as determined by the Principal or Superintendent.

18.1.4 On the days when employees are scheduled to work, but the pupils are not scheduled to be present, and on days of an emergency release of pupils or on minimum pupil days, the work day shall be the same as a regular student instructional day. If meetings requiring unit member's attendance are scheduled, the day may be extended up to two (2) hours beyond the, K-8 grade shortened dismissal time as referenced in section 18.1.3 above for those attending such meetings.

18.1.5 After consulting with the Association, the District reserves the right to adjust the starting and ending times of student instructional days, providing the starting times are not earlier than 8:00 a.m. and not later than 9:00 a.m. and such adjustments do not alter the total minutes of the student instructional day as specified under section 18.1.1.

## 18.2 INDIVIDUALIZED EDUCATION PROGRAMS (IEPs)

18.2.1 No unit member shall be required to attend an IEP meeting scheduled to last beyond 5:00 p.m. of a workday unless mutually agreed upon by the unit member and the administration.

## 18.3 WORK YEAR

18.3.1 Unit members shall provide instruction for one hundred eighty days (180) per year. In addition, unit members shall render service for three (3) days prior to the first day of student instruction. One and one half (1 1/2) of these three days (in one full and one half-day increments) shall be designated by the administration to be used by unit members expressly for classroom and curricular preparation.

- 18.3.2 The school year calendar listing all instructional days, non-instructional days, vacations and holidays is included as Appendix C.
- 18.3.3 It is understood that emergency and other conditions beyond the control of the District may necessitate a change to the calendar as herein presented.
- 18.3.4 Any new curriculum, pilot programs, district and school systems operations or equipment, district and board policies and protocols introduced that unit members are expected to implement as part of their assignment must be supported. Support may include, but not be limited to handouts, guides and trainings/workshops.

**ARTICLE 19**  
**SAFE WORKING CONDITIONS**

**19.1 SAFE WORKING CONDITIONS**

19.1.1 The Governing Board believes that safety is every employee's responsibility and, as such, expects all employees to use safe work practices and to report and support in the correction of any unsafe conditions which may occur. Supervisors shall consistently promote safety and correct any unsafe work practice through education, training and enforcement.

19.1.2 No employee shall be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being. Working conditions and equipment shall be maintained in compliance with standards prescribed by federal, state and local law and regulations.

19.1.3 The District shall establish an effective injury Prevention Program. This written program shall include the identification of the person responsible for implementing the program, the method of identifying and evaluating hazards, and the methods for correcting unhealthy conditions and work practices in a timely manner. A training program complying with Labor Code Section 6401.7 and General Industrial Safety Order 3203 will be implemented.

**19.2 EXERCISE OF PHYSICAL CONTROL**

19.2.1 Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control responsibly necessary to protect themselves, maintain order, protect property, or protect the health and safety of pupils.

**19.3 ASSAULT AND PROPERTY DAMAGE**

19.3.1 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately report the incident to the appropriate law enforcement authorities. Such notification shall immediately be forwarded to the Superintendent. To the extent allowable by law the Superintendent shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident.

19.3.2 The District will consider requests for reimbursement of costs incurred by unit members as a result of an assault in connection with their employment.

19.3.3 Because the deductible on the District's personal property and liability insurance does not cover individual employee losses resulting from property damage,



burglary and vandalism losses on campus, the Board may consider such requests for reimbursement on an individual basis.

#### 19.4 SPECIALIZED HEALTH CARE

19.4.1 The District shall provide each unit member who is, or is likely, to be required to provide specialized health care training as deemed appropriate on a case by case basis.

19.4.2 No unit member shall be required to provide specialized health care service if, in concurrence with the teacher and the principal or his/her designee, the task exceeds the unit member's training or experience.

19.4.3 Unit members shall not perform specialized health care services without the expressed authorization from the District, except in an emergency. The district shall defend and hold harmless any unit member providing specialized health care services under this article.

#### 19.5 AIR QUALITY

19.5.1 In accordance with CDPH guidelines, the District shall ensure, to the greatest extent possible, that all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to the maximum capacity that an individual HVAC unit can handle without damage.

19.5.2 Air filters shall have a targeted filter rating of at least MERV-13 at locations where HVAC units can accommodate this filter, and changed at the recommended intervals by an outside contractor.

**ARTICLE 20**  
**LEAVES**

20.1 LEAVE RIGHTS

20.1.1 All statutory leave benefits are incorporated into this Agreement by reference as if fully set forth herein.

20.1.2 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on a leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense.

20.1.3 A unit member returning from any type of leave of one school year (August to June) shall be entitled to return to the same or similar position and assignment he/she had prior to the leave providing such position is available.

20.2 ILLNESS/INJURY LEAVE

20.2.1 Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of illness/injury leave available to the unit member from the first work day of each year. Illness/injury leave, which is not used, shall accumulate from year to year without limit.

20.2.2 Unit members who work less than full-time shall be entitled to accumulate and use illness/injury leave for all such service at a rate that is in the same proration to the full-time entitlement as their part-time employment bears to full-time employment.

20.2.3 To the extent provided by the law, in addition to all illness/injury leave entitlement that a unit member may accumulate within the District, he/she shall also be entitled to all unused illness/injury leave which may have been accumulated while employed in a position requiring certification qualifications in another California public school district.

20.2.4 The District shall provide each unit member with accounting of illness/injury leave each time such leave is reported.

20.2.5 Upon exhaustion of all accumulated illness/injury leave credit, a unit member who continues to be absent under the this Article shall receive, for up to one hundred (100) days, the difference between his/her pay and the amount actually paid substitute or, if no substitute has been employed, the difference between his/her pay and the amount that would have been paid a substitute.

- 20.2.6 Unit members may use accumulated illness/injury and extended illness leave as set forth in this Article for disability caused or contributed to by pregnancy/miscarriage and/or recovery therefrom.
- 20.2.7 Unit members may use up to six (6) days of illness/injury leave per year for care due to illness or injury of an immediate family member which shall include, but not limited to the following: mother (stepmother), mother-in-law, father (stepfather), father-in-law, spouse, son, step-son, daughter (stepdaughter), sibling, grandparent, grandchild of the unit member or spouse, or any person living in the immediate household of the unit member. In the event the leave qualifies under FMLA/CFRA as care for an immediate family member with a serious health condition, the unit member may utilize any and all accrued illness/injury leave during the period of leave covered by FMLA and/or CFRA.

## 20.3 PREGNANCY DISABILITY AND PARENTAL LEAVE

### 20.3.1 PREGNANCY DISABILITY LEAVE

- 20.3.1.1 The District shall provide for a leave of absence or accommodation for any unit member who is disabled due to pregnancy, miscarriage, childbirth, and/or recovery therefrom.
- 20.3.1.2 Disability caused by or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan in connection with employment in this District.
- 20.3.1.3 The District will grant unit members up to four months leave under this section. If the unit members exhausts paid leave, they will be entitled to unpaid leave, with all district benefits contributions made on their behalf, for the remainder of the leave, for the remainder of the four months. Unit members who remain disabled after exhausting this period may be eligible to request additional unpaid leave as a reasonable accommodation.
- 20.3.1.4 A unit member shall have the right to utilize illness/injury and extended illness leave provided for in this article for absence necessitated by pregnancy, miscarriage, and childbirth and recovery therefrom.
- 20.3.1.5 The unit member requesting this leave will notify the district in writing as soon as the need for it is established (i.e. a doctor has determined the unit member to be disabled), but not less than thirty days prior to the expected date of delivery. The request should include certification from the unit member's health care provider of the disability.

## 20.3.2 PARENTAL LEAVE

20.3.2.1 Parental Leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

20.3.2.2 The District shall provide, in accordance with Education Code 44977.5, paid Parental Leave upon exhaustion of accumulated illness/injury leave, for up to twelve work weeks. The intent is to implement the terms and conditions of Education Code Section 44977.5, and further interpretations of this law will apply.

20.3.2.3 The unit member will notify the District at least 30 days in advance of this leave being taken, unless a specific date or time frame is not known - for example in the case of some adoptions or foster placements - the employee will provide the District with as much notice as possible, as soon as the date is ascertained.

## 20.4 PERSONAL NECESSITY LEAVE

20.4.1 "Personal Necessity Leave" is defined as a situation, which is, imposed on a unit member over which he/she has no control and which cannot be disregarded or handled outside of school hours.

20.4.2 Requests for Personal Necessity Leave must be made to the Superintendent or his/her designee one (1) day prior to the employee's absence, except where extenuating circumstances make this impossible.

20.4.3 Unit members may use up to ten (10) days per school year of accumulated unused illness/injury leave for purposes of Personal Necessity Leave. Beyond 10 days, the request must be in writing to the Superintendent. If denied, the unit member may appeal to the Board.

20.4.4 Personal Necessity Leave shall be used at the discretion of the unit member in accordance with the definition of "Personal Necessity Leave" as defined in Section 20.4.1 above.

20.4.5 The unit member shall be entitled to use up to three (3) days of personal necessity leave per year for any purpose which the unit member deems sufficiently important to absent himself/herself from duty. The unit member shall notify the Principal and his/her designee at least 24 hours in advance of taking such leave, unless an emergency makes such notification impossible. In no event, however, shall a unit member be required to explain the purposes for which such leave was used, or be required to secure permission before utilizing such leave.

20.5 BEREAVEMENT LEAVE

20.5.1 A unit member shall be granted leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for five (5) days, unless travel of more than three hundred fifty (350) miles is required; in such case the length of the leave shall be for seven (7) days, and to such additional days as the Board may allow.

20.5.2 Immediate family shall include, but not be limited to the following: mother (stepmother), mother-in-law, father (stepfather), father-in-law, spouse, son (stepson), daughter (stepdaughter), sibling, grandparent, grandchild of the unit member or spouse, or any person living in the immediate household of the unit member.

20.6 JURY DUTY WITNESS LEAVE

20.6.1 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

20.6.2 Any compensation, less any mileage expenses, received for appearance as a witness or from serving, as a juror under this section shall be paid to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of, nor less than, his/her regular pay.

20.6.3 In order to be granted leave without loss of pay, unit members shall give the District a copy of the attendance slip from the court upon completion of jury service.

20.7 UNPAID LEAVE OF ABSENCE

20.7.1 The District may grant a unit member an unpaid leave of absence for up to one (1) school year to pursue personal endeavors that would enhance and improve the educational program. Such leave may be extended with approval of the Board for an additional twelve (12) months.

20.7.2 Notwithstanding the provisions of Article 20.7.1, requests for leaves in excess of two (2) unit members per year shall be considered on an individual basis.

20.7.3 Leaves of less than a year may be granted subject to the Board's discretion.

20.7.4 Upon expiration of any leave rights, a unit member may apply to the Board and request an unpaid health leave of absence for the remainder of the current school year and up to one (1) additional year. The unit member shall furnish the District, upon request, a physician's verification of their need for such health leave. Such

leave is at the discretion of the Board and may be extended for an additional twelve months with approval of the Board.

20.7.5 A unit member who is a member of the Armed Forces or the Armed Forces Reserves and is called up by the military for active duty, shall be provided all rights and benefits afforded by law.

20.8 Unit members shall be eligible for State and Federal family medical leave in accordance with State and Federal law.

#### 20.9 PAY FOR SUPPLEMENTAL PERSONAL LEAVE

20.9.1 Unit members may earn “supplemental personal leave days” for which unit members shall be compensated. Unit members may not use supplemental personal leave days as leave days.

20.9.2 Unit members shall be paid a stipend for each supplemental day earned. Such stipends will be equal to the daily rate of pay for short-term substitute teachers.

20.9.3 "Supplemental" personal leave shall be earned by a unit member in the following ways:

20.9.3.1 A unit member who, at the end of the school year has used two (2) or fewer illness/injury leave days, personal leave days, and/or personal necessity days, as follows:

0 days used = 3 "supplemental" personal leave days  
1 day used = 2 "supplemental" personal leave days  
2 days used = 1 "supplemental" personal leave days

20.9.3.2 Unit members who serve outside of the normal work day on committees set up by the District/school may earn a supplemental personal leave day for every 15 hours of service.

#### 20.10 CATASTROPHIC LEAVE PROGRAM

a. The District shall maintain a catastrophic leave program to permit unit member to donate their accumulated sick leave credits to a bank to be used when a unit member suffers from a catastrophic illness or injury.

b. For purposes of this section, the following terms are defined as follows:

1. “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 immediate family which incapacity requires the unit member to take time off work 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 paid leave, with the exception of differential pay leave.

2. "Paid leave" means sick leave, including personal necessity leave and personal leave, and other paid time off.
3. "Catastrophic leave credits" means paid leave credits available through the catastrophic leave program.

c. Eligibility for Catastrophic Leave and Transfers of Leave:

1. Each unit member may participate in the catastrophic leave program. Unit members who participate in the catastrophic leave bank are eligible to apply for catastrophic leave credits.
2. Participation shall commence upon the unit member transferring two (2) sick days from the unit member's accumulated leave to the catastrophic leave bank using the form available at the District office. Unit members donating must have at least fifteen (15) days of accumulated leave remaining after the donation. Such transfer may only occur during the month of September each fiscal year. Newly-hired unit members who want to participate must donate one (1) sick day within four (4) weeks of their hire date.
3. Once a unit member has received catastrophic leave credits, the unit member must make a new donation to the catastrophic leave bank under 20.10.c.2 before being eligible to apply for catastrophic leave credits again.
4. For each day transferred by the unit member, the unit member's leave entitlement will be reduced by one (1) day. All transfers into the catastrophic leave bank are irrevocable. Leave credit must be donated in daily increments.

d. Application for Catastrophic Leave

1. The unit member must submit a written application for catastrophic leave credits to the Superintendent or designee. The application must include physician verification of catastrophic injury or illness and verification that the unit member has exhausted all paid leave.
2. The application will be reviewed by the Superintendent and Association President. The Superintendent and Association President must approve the application for the unit member to receive catastrophic leave credits. Applications will be taken and processed on a first-come, first-served basis.
3. Catastrophic leave credits may be donated to the unit member if all of the following requirements are met:

- a. The unit member is eligible to participate in the catastrophic leave bank;
  - b. The unit member provides verification of catastrophic injury or illness from a physician;
  - c. The Superintendent and Association President determine that the unit member is unable to work due to the unit member's or immediate family member's catastrophic injury or illness;
  - d. The unit member has exhausted all paid leave; and
  - e. Catastrophic leave credits are available in the catastrophic leave bank.
4. Applications may be approved in daily increments up to a maximum of twenty (20) days. Catastrophic leave credits must be used in whole day increments. A unit member who receives catastrophic leave credits pursuant to this section shall use any paid leave that he or she continues to accrue prior to receiving catastrophic leave credits pursuant to this section. Any catastrophic leave days that were approved but were not used shall be returned to the bank.
5. If additional applications are approved when a unit member is receiving catastrophic leave credits, the District and the Association will meet to determine how to allocate available catastrophic leave credits.
- e. Maintenance of the Bank
    - 1. As needed, the Association may request from the District an accounting of the catastrophic leave bank balance and a list of participating unit members.
    - 2. If the balance of the catastrophic leave bank is twenty (20) days or fewer, the District and the Association will meet to determine what action, if any, is to be undertaken to replenish the bank.
    - 3. Any further regulations regarding administration of the catastrophic leave program shall be mutually agreed upon by the District and the Association.
  - f. Issues related to catastrophic leave are not grievable.

20.11 The parties agree that nothing in this article waives the statutory rights of unit members.



**ARTICLE 21**  
**PREPARATION PERIODS**

21.1 The district shall provide no less than this number of minutes per five workday week for preparation for the following regular classroom assignments:

Grades TK-6, and self-contained 7-8	180 minutes
Grades 7-8 if departmentalized	The number of minutes in one regular classroom period per day

21.2 Preparation time shall exclude recess time, lunch periods, and passing times. Preparation times shall occur during the student's school year and within the actual teaching day. Lost preparation that fall on days of less than full instruction will not be rescheduled but will be counted for purposes of meeting the minutes-per-week requirement. No payment shall be made for such time.

21.3 Time designated as preparation time is part of the work day and shall be done at the work site unless otherwise approved in advance on an occasional basis by the site administrator. The purpose of this time is for communication with parents, lesson preparation, and class record keeping including grades.

21.4 Prorated preparation time will be provided for teaching personnel employed over 0.5 FTE.

21.5 Primary consideration will be given to the retention of Art, Music, Technology and P.E.

21.6 At District request and initiation and in the event that a teacher volunteers during their preparation time for another teacher who is absent the teacher shall be paid \$40.

**ARTICLE 22  
CLASS SIZE**

22.1 Definitions

22.1.1 IMPACTED Class Size – The Number of students at which the District will work to remediate the class situation.

22.2 The following chart describes each grade level and class size category:

<b>Grade Level/Subject</b>	<b>IMPACTED Class Size</b>
<b>Kindergarten</b>	27
<b>1<sup>st</sup> Grade</b>	27
<b>2<sup>nd</sup> Grade</b>	27
<b>3<sup>rd</sup> Grade</b>	27
<b>4<sup>th</sup> Grade</b>	30
<b>5<sup>th</sup> Grade</b>	30
<b>6<sup>th</sup> Grade</b>	30
<b>7<sup>th</sup> Grade</b>	30
<b>8<sup>th</sup> Grade</b>	30
<b>4<sup>th</sup> – 8<sup>th</sup> Grade Art</b>	30
<b>K – 8<sup>th</sup> Grade PE/Music</b>	35
<b>K – 3<sup>rd</sup> Grade Combo</b>	27
<b>4<sup>th</sup> – 5<sup>th</sup> Grade Combo</b>	28

22.3 The District will make every attempt to remediate the IMPACTED class. First attempted solutions will be one of the following:

22.3.1 Move students to equalize class sizes.

22.3.2 Provide additional instructional aide time for the class.

22.3.3 Create a new class.

- 22.4 If the District cannot remediate the IMPACTED class using the above solutions, the District will provide the unit member with additional compensation, \$50 per month per student over the IMPACTED class size limit. Compensation shall be based monthly on the enrollment figure reported in on the 15th of each month, starting September 15th (Maximum 10 monthly payments).
- 22.4.1 For departmentalized classes, compensation will be prorated for all sixth, seventh, and eighth grade core subject teachers by one-fifth of the amount set forth by this Agreement for each IMPACTED class.
- 22.4.2 Except for those classes or subjects listed in 22.2, all other classes are not covered by this article.
- 22.4.3 Compensation for part time unit members who work in an IMPACTED class shall be prorated according to his/her full time equivalent (FTA).
- 22.4.4 Compensation follows the IMPACTED class of students, therefore no compensation will be given for preparation time.

**ARTICLE 23**  
**WAGES**

23.1 SALARIES

23.1.1 Negotiations on certificated salary may be reopened only as provided in Article 1 and 4 of this contract.

23.1.2 The allocation and expenditure of unanticipated revenues received by the District, including funds derived from the California Lottery, should be budgeted and expended in compliance with appropriate State Guidelines and in accordance with normal and established District Budgetary procedures.

23.1.3 For college units to be counted on the salary schedule the “Intent to Take” form must be completed, submitted and approved by the Superintendent, or his designee, by May 31st.

23.1.4 In order to be credited on the following year’s salary schedule, the units must be completed prior to the third day of instruction. A grade is sufficient for temporary authorization, a transcript must be submitted by October 1st.

23.1.5 The acquisition of District units through the participation on established committees, councils, and work groups (e.g. SST, CTC, Library Committee, etc.) must be approved in advance by the Administration and registered with the District office before being passed to the business office.

23.1.6 Persons working less than 60% will have to wait until they have worked the equivalent of a 1.0 FTE to achieve the next annual step on the schedule.

23.1.7 Effective July 1, 2022: Initial Placement: Unit members’ initial placement on the salary schedule shall be determined by their years of credentialed teaching experience.

23.2 Changes from the 2021-2022 school year:

23.2.1 Effective July 1, 2021, the District proposes to increase the salary schedule by seven (7) percent. Effective July 1, 2022, the District proposes to increase the salary schedule by six and a half (6.5) percent.

23.2.2 Steps 1-3 of Column III and Steps 1-4 of Column IV will be added to the salary schedule.

23.2.1 The parties agree to eliminate duplicate steps from the salary schedule, to be phased in over the next three fiscal years: years 10-15 effective July 1, 2022, years 16-24 July 1, 2023, and years 25-30 July 1, 2024.

23.2.3 Annual stipends will be paid in the following amounts:

- a. Master's degree - \$1,000;
- b. Bilingual, Cross-cultural, Language and Academic Development Certificate. (BCLAD) - \$1,000;
- c. Reading Certificate - \$500;
- d. Supplemental Credential - \$250 each for up to two (total payment no more than \$500); and
- e. Preschool/daycare credit for the District preschool/daycare only of up to \$1,500 per year per employee.

**ARTICLE 24  
HEALTH AND WELFARE BENEFITS**

24.1 BENEFITS

24.1.1 The Forestville Union School District and the Forestville Teachers Association (Association) agree:

1. The Medical, Dental and Vision benefits will be provided by California Valued Trust (CVT).
2. The District and the Association agree to review benefit plans annually. Any changes to the plan will be agreed upon by both parties.

The Forestville Union School District and the Forestville Teachers Association agree the District will contribute up to the following amounts per month for full time employees for the employee and dependents, effective July 1, 2023.

Medical	\$1,416.67/\$17,000.00 (12 months)
Dental	\$130.00
Vision	\$35.00
The Standard Life Insurance	\$3.35

24.1.2 The District shall maintain salary protection insurance currently provided by Standard Insurance (Plan # CT 503047-0002).

24.1.3 Unit Members can make their benefit contributions through the 125 Plan.

24.1.4 For the purpose of purchasing benefits a full time employee is defined as a unit member working 100%.

24.2 RETIREMENT BENEFITS

24.2.1 The District shall pay up to fifty percent (50%) of each of the dental and vision dollar caps in effect at the time of retirement. The medical cap is outlined in 24.2.4.

24.2.2 To qualify for these benefit payments the employee must have:

24.2.2.1 Worked for the district for the last five years continuously, immediately preceding their retirement.

24.2.2.2 Worked for the district the full-time equivalent of 10 years.

24.2.2.3 Reached age 55 by the time they enter the program.

24.2.3 These benefits start no earlier than age 55 and will not be continued beyond the 65th birthday at which time the employee may elect to retain such coverage at his/her own expense. The portion of the coverage cap that the District pays will not increase from the amount in effect at the time of the employee's retirement.

24.2.4 Retiree Benefit Cap for medical shall be:

Current Year (03-04)	\$242.89
2. 2004-2005	\$267.18
3. 2005-2006	\$293.90
4. 2006-2007	\$323.29
5. 2007-2008	\$355.62
6. 2008-2009	\$391.18
7. 2009-2010	\$430.29
8. 2010-2011	\$473.32
9. 2011-2012	\$520.66
10. 2012-2013	\$572.72
11. 2013-2014	\$629.99
12. 2014-2015	\$692.99
13. 2023-2024	\$1000.00

The medical cap shall not increase past the 2023-2024 level.





**ARTICLE 25**  
**EARLY RETIREMENT**

25.1 DISTRICT'S EARLY RETIREMENT PLAN

25.1.1 Upon request, the District may allow a unit member to retire early and be employed (in addition to their retirement benefits) as a consultant to the District.

25.1.2 Applicants for the program must meet the following conditions:

25.1.2.1 Reach age 55 by the time they enter the program.

25.1.2.2 Complete a minimum of 10 years' service to the District.

25.1.2.3 Resign his/her position with the District and shall return to regular employment with the District.

25.1.3 The contract for services shall be for a period of 5 years or until age 60, whichever comes first. A participant will serve 30 days per fiscal year in services, which must be mutually agreed upon by the unit member and the District prior to granting this benefit. Termination of the contract prior to the completion of the 5 years or age 60 shall be by mutual Agreement.

25.1.4 Participants approved for this program shall be eligible for the following benefits:

25.1.4.1 A contract for a period of five years or age 60 whichever comes first. It shall contain designated job description, statement of days, hours and method of payment. Such service may include substitute teaching duty.

25.1.4.2 Thirty work days per year at a compensation rate that is equivalent to the daily rate of the salary schedule and step, which the retiree was placed when he/she retired. The salary will be paid each year at the same daily rate earned by active employees in the same position.

25.1.4.3 Benefits will not be provided at District expense for independent contractual positions they shall be provided when the unit member is eligible for standard benefits - as specified in Article 23.

25.1.5 Qualified individuals must apply for their program by February 15 of the year they wish to retire and must retire by July 1 of the same year.

**ARTICLE 26**  
**NO CHILD LEFT BEHIND AND PROFESSIONAL GROWTH**

26.1 INTENT

26.1.1 It is the intent of the District to implement recertification requirements that allow individual unit members a wide range of options as well as significant roles in determining the course of their professional growth and continued education.

26.2 REQUIREMENTS

26.2.1 The minimum requirements for maintaining the validity of the clear multiple or single subject teaching credential pursuant to Section 44251 of the Education code shall be both of the following:

26.2.1.1 Successful service as a classroom teacher or successful service authorized by a service credential. The minimum length of service shall be equivalent to one-half of a school year.

26.2.1.2 Completion, at five-year intervals, of an individual program of professional growth prescribed as follows.

26.2.1.2.1 A minimum of 150 clock hours of participation in activities, which contribute to competence, performance, or effectiveness in the profession of education. Acceptable activities include, but are not limited to, complete coursework offered by regionally accredited colleges and universities; workshops, teacher center programs; service as a mentor teacher pursuant to Ed Code; participation in school curriculum development projects; participation in systematic programs of observation and analysis of teaching; service in a leadership role in a professional organization; and participation in educational research or innovation efforts.

26.2.1.2.2 The individual program of professional growth shall be developed and planned by the unit member. The school principal or his/her designee shall certify to the unit member that the planned program or amendment complies with the Education Code and with regulations of the Commission on Teacher Credentialing.

26.2.1.2.3 All efforts will be made by the school principal or his/her designee to agree with the unit member on the terms of the individual program of professional growth provided that the agreements are consistent with the provisions of the Ed Code.

26.2.1.2.4 If a unit member believes his/her advisor has taken an adverse action, he or she may appeal the decision to the Superintendent.

If still unresolved, the unit member may appeal the decision to the Commission on Teacher Credentialing.

## 26.3 ACCOUNTING OF HOURS

26.3.1 An annual accounting of hours completed in the individual program of professional growth, verified by the school principal shall be submitted to the district by the participant by August 31 of each year. The district will maintain for each participating unit member a written record of the total balance remaining needed to complete the individual program of professional growth by a specified date so named.

## 26.4 EXCLUSION

26.4.1 The continuing education requirements as set forth above shall not apply to teachers holding clear life credentials.

**ARTICLE 27**  
**TEACHERS OF SPECIAL NEEDS STUDENTS**

27.1 Unit members accumulating fifteen (15) hours of meeting time for collaboration or team meetings, training and conferences held beyond the school day required by an IEP related to FI student needs will receive one (1) supplemental day as currently administered. Supplemental days shall be utilized by the unit member in the school year earned or they may be cashed in at the end of the school year for which the amount which would have been paid to a substitute if the leave had been used. Supplemental day(s) are not transferable and are included in the Salary Formula Costs.

All Supplemental Days granted under this article must conform to Article 20.10 (Supplemental Personal Leave). The District will provide a log for FI teachers to record hours that will be submitted to the proper administrator for approval on a monthly basis. The committee shall review and study such issues and make a recommendation to the administration. The committee shall decide when it meets and when it will make its recommendations.

27.2 Every reasonable effort will be made to distribute such students equitably subject to any plan applicable to the student.

27.3 Unit members shall not be required to provide specialized medical care except in an emergency. The IEP/Full Inclusion team will determine the needs of students requiring specialized medical care. Unit member shall not be required to provide specialized medical care to such students except in an emergency or as he/she has agreed to provide in the IEP meeting.

27.4 During the initial IEP a plan will be developed, by the IEP team, to provide a short term substitute to the Severely Handicapped/Full Inclusion student when their regular assistant is absent.

27.5 The determination of the size of classes with such pupils shall take into consideration any extraordinary demands on physical space.

27.6 Any unit member who will have such a student shall receive notification and orientation during the prior year when possible.

27.7 The District will make every reasonable effort to schedule all meetings during the normal school day. If meetings must be scheduled after school, meetings will begin promptly at 3:00 P.M. or before 3:00 P.M. and conclude no later than 5:00 P.M. (Refer to Article 18.2.1) Teachers will earn supplemental days for all time spent after the end of the school day until the conclusion of the meeting.

**APPENDIX A**  
**PAID EXTRA-CURRICULAR DUTIES**

The following positions, when filled by unit members, will be paid at the following rates. Pay rates will be negotiable per Article 1.4.1.

1. Coaching \$1000.00 plus mileage per sport.
2. Athletic Director \$2000.00 plus mileage per year
3. Extended Activities (After School/Summer) Teacher \$50.00 per hour
4. Home & Hospital Teacher Unit Member's Per Diem
5. Independent Study Contract \$7.00 per day five day minimum
6. Fall Drama Director \$1000.00 per year
7. Spring Drama Director \$5,000.00 per year
8. Teacher-in-Charge \$50.00 per day served

**APPENDIX B**  
**ARTICLE 17.4 COMPLAINT FORMS**

**Forestville Union School District**  
**Complaint Form for**  
**Resolving Parent/Guardian Concerns**  
**(for use if informal procedures have not resolved the concern)**

It is the policy of the District to resolve concerns that parents have with their children's instruction at the earliest opportunity. If successful resolution has not been achieved through the informal process stipulated in Article 17 of the Certificated Master Contract, the parent or guardian is requested to use this form to submit the concern to the certificated employee involved and the Principal or his/her designee. The Principal or designee may meet with the certificated staff member to consider ways to resolve the complaint.

The Principal or designee will provide a written response to the complaint to the parent/guardian and to the certificated staff member against whom the complaint has been made within seven (7) days (defined as days when the district office is open) of the receipt of the formal complaint form from the parent or guardian. The certificated staff member will have the opportunity to review the complaint form and to attach a response to the administrative response to the parent/guardian.

If the complaint remains unresolved, the complainant will return the form and the responses from the Principal/designee (and certificated staff member if any) with the notation that the complaint is unresolved and with an indication of the reasons for the lack of resolution. The parent/guardian may request that the written complaint be referred to the Superintendent. If the complaint is referred to the Superintendent, the resolution process will then follow the stipulations of Article 17 of the Master Contract (Section 17.3.7 et seq.)

Complaints must be filed within 90 days of the incident which is the subject of the complaint or the complainant's knowledge of the occurrence.

\_\_\_\_\_

Name of Parent/Guardian \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (home) \_\_\_\_\_ (work) \_\_\_\_\_

(fax) \_\_\_\_\_ (e-mail) \_\_\_\_\_

Date of Receipt of this form by Principal: \_\_\_\_\_

1. When did the problem/concern begin? \_\_\_\_\_
2. Which student does the problem or concern affect? \_\_\_\_\_
3. Please describe the problem which is the subject of this complaint.
4. When was the problem/concern first known to you? \_\_\_\_\_
5. When was the concern first brought to the attention of the employee? \_\_\_\_\_
6. In the space below, please describe briefly the attempts which were made to resolve the concern.
7. Explain why the attempted resolutions were unsatisfactory.
8. Please list possible solutions/resolutions to the complaint/concern that would be satisfactory to you.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Please check here if there are attachments ( ).

Date of Response by Principal/Designee \_\_\_\_\_

Concern/Complaint was successfully resolved on \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Signature of Employee \_\_\_\_\_

Concern/Complaint remains unresolved. Complaint is being appealed to the Superintendent pursuant to Article 17 (Section 17.3.7 et seq) on \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Disposition of complaint/concern

[ ] Complaint/concern was successfully resolved.

[ ] Complaint/concern remains unresolved. Complaint is being appealed to the Superintendent pursuant to Article 17 (Section 17.3.7 et seq.).

Signature of Parent/Guardian: \_\_\_\_\_ Date \_\_\_\_\_

Date received by Superintendent: \_\_\_\_\_

Signature of Superintendent or Designee: \_\_\_\_\_



## APPENDIX C CALENDAR

FORESTVILLE UNION SCHOOL DISTRICT CALENDAR 2021 - 2022									
Month	S	M	T	W	T	F	S	Trimester/Quarter/Holiday	Instructional Days
July 2021	4	5	6	7	8	9	10	Jul. 5 Observe Independence Day	0
	11	12	13	14	15	16	17		
	18	19	20	21	22	23	24		
	25	26	27	28	29	30	31		
	1	2	3	4	5	6	7		
August	8	9	10	11	12	13	14	Aug. 2-6, 9-13 Spring Board Aug. 16 - 18 Staff Development Aug. 19 - First Day of School	9
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		
	29	30	31						
	1	2	3	4	5	6	7		
September	8	9	10	11	12	13	14	Sept. 6 - Labor Day	21
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		
	29	30	31						
	1	2	3	4	5	6	7		
October	8	9	10	11	12	13	14	Oct. 6, 7, 8 - Minimum Days 12:30 Oct. 11 Non-Instructional Day/Staff Develop.	20
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		
	29	30	31						
	1	2	3	4	5	6	7		
November	8	9	10	11	12	13	14	Nov. 10 - End of Trimester (58 days) Nov. 11 - Veterans Day Nov. 12 - School Closure Nov. 22-26 Thanksgiving Break	15
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		
	29	30	31						
	1	2	3	4	5	6	7		
December	8	9	10	11	12	13	14	Dec. 20 - Dec. 31 - Winter Break	13
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		
	29	30	31						
	1	2	3	4	5	6	7		
January 2022	8	9	10	11	12	13	14	Jan. 3 Non-Instructional Day/Staff Develop. Jan. 17 - Martin Luther King Jr. Day	19
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		
	29	30	31						
	1	2	3	4	5	6	7		
February	8	9	10	11	12	13	14	Feb. 14 - Lincoln's Birthday Observed Feb. 21 - President's Day	18
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		
	29	30	31						
	1	2	3	4	5	6	7		
March	8	9	10	11	12	13	14	Mar. 4 - End of Second Trimester (61 days) Mar. 17, 18 - Minimum Days 12:30 Mar. 21 - 25 - Spring Break	18
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		
	29	30	31						
	1	2	3	4	5	6	7		
April	8	9	10	11	12	13	14	Apr. 18 - Emergency Day	20
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		
	29	30	31						
	1	2	3	4	5	6	7		
May	8	9	10	11	12	13	14	May 9 - Emergency Day May 30 - Memorial Day	20
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		
	29	30	31						
	1	2	3	4	5	6	7		
June	8	9	10	11	12	13	14	June 9 - 8th Grade Promotion June 9 - End of Third Trimester (61 days) June 9 - Last Day of School June 9 - Minimum Day, 12:30 Dismissal	7
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		
	29	30	31						
	1	2	3	4	5	6	7		
Total								180	
Holiday	Legal Holiday							2:00 Release Tuesday	
	Non-Instructional Day							2:55 Release Monday, Wednesday, Thursday, Friday	
	Minimum Day Dismissal at 12:30								
	Built-in Emergency Days							Board Approved: 4-8-21	

**APPENDIX D  
SALARY SCHEDULE**

Forestville Union School District 2021-2022 CERTIFICATED SALARY SCHEDULE  
Forestville Union School District Certificated Salary Schedule 2021-2022

Step	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	59,029.09	59,759.34	61,979.26	64,445.85
2	59,759.34	60,500.53	63,212.55	65,679.15
3	60,500.53	61,979.26	64,445.85	66,912.43
4	61,261.17	63,657.27	66,055.81	68,145.72
5	62,937.96	65,340.14	67,736.24	70,111.70
6	64,618.38	67,020.57	69,413.04	71,839.52
7	66,298.82	68,696.14	71,094.68	73,570.99
8	67,975.61	70,372.93	72,776.34	75,300.02
9	69,656.05	72,052.15	74,450.69	77,671.84
10	69,656.05	73,731.37	76,133.56	80,048.50
11	69,656.05	73,731.37	78,629.30	82,613.50
12	69,656.05	73,731.37	81,810.35	86,534.53
13	69,656.05	73,731.37	81,810.35	86,534.53
14	69,656.05	73,731.37	81,810.35	86,534.53
15	69,656.05	73,731.37	84,115.32	88,307.29
16	69,656.05	73,731.37	84,115.32	88,307.29
17	69,656.05	73,731.37	84,115.32	88,307.29
18	69,656.05	73,731.37	85,831.00	90,075.22
19	69,656.05	73,731.37	85,831.00	90,075.22
20	69,656.05	73,731.37	85,831.00	90,075.22
21	69,656.05	73,731.37	87,552.74	91,844.35
22	69,656.05	73,731.37	87,552.74	91,844.35
23	69,656.05	73,731.37	87,552.74	91,844.35
24	69,656.05	73,731.37	89,268.41	94,259.91
25	69,656.05	73,731.37	89,268.41	94,259.91
26	69,656.05	73,731.37	89,268.41	94,259.91
27	69,656.05	73,731.37	90,990.16	96,323.09
28	69,656.05	73,731.37	90,990.16	96,323.09
29	69,656.05	73,731.37	90,990.16	96,323.09
30	69,656.05	73,731.37	92,707.06	99,470.10

(\$500), Supplemental Credential (\$250) Daycare Credit (\$1500)  
 Stipends & Extra Curricular Duties per Article 23 and Appendix A  
 Athletic Director (\$1500 + Mileage), Coaching (\$775 + Mileage), Extended Activities  
 After/Summer School (\$40/Hr), Fall Drama Director (\$1000), Home/Hospital Teacher (Per  
 Diem), Independent Study Contract (\$7 per day), Spring Drama Director (\$5000), Teacher in  
 Charge (\$50), Master's Degree (\$1000), BCLAD (\$1000), Reading Certificate

Forestville Union School District CERTIFICATED SALARY SCHEDULE 2022-2023

Step	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	62,865.98	63,643.70	66,007.91	68,634.83
2	63,643.70	64,433.06	67,321.37	69,948.29
3	64,433.06	66,007.91	68,634.83	71,261.74
4	65,243.15	67,794.99	70,349.44	72,575.19
5	67,028.93	69,587.25	72,139.10	74,668.96
6	68,818.57	71,376.91	73,924.89	76,509.09
7	70,608.24	73,161.39	75,715.83	78,353.10
8	72,394.02	74,947.17	77,506.80	80,194.52
9	74,183.69	76,735.54	79,289.98	82,720.51
10	75,912.18	78,523.48	81,082.24	85,251.65
11	77,680.93	80,353.08	83,740.20	87,983.38
12	79,490.90	82,225.31	87,128.02	92,159.27
13	81,343.03	84,141.16	89,158.10	94,306.58
14	83,238.32	86,101.64	91,235.49	96,503.93
15	85,177.77	88,107.81	93,361.28	98,752.47
16	85,177.77	88,107.81	93,361.28	98,752.47
17	85,177.77	88,107.81	93,361.28	98,752.47
18	85,177.77	88,107.81	93,361.28	98,752.47
19	85,177.77	88,107.81	93,361.28	98,752.47
20	85,177.77	88,107.81	93,361.28	98,752.47
21	85,177.77	88,107.81	93,361.28	98,752.47
22	85,177.77	88,107.81	93,361.28	98,752.47
23	85,177.77	88,107.81	93,361.28	98,752.47
24	85,177.77	88,107.81	93,361.28	98,752.47
25	85,177.77	88,107.81	93,361.28	98,752.47
26	85,177.77	88,107.81	93,361.28	98,752.47
27	85,177.77	88,107.81	93,361.28	98,752.47
28	85,177.77	88,107.81	93,361.28	98,752.47
29	85,177.77	88,107.81	93,361.28	98,752.47
30	85,177.77	88,107.81	93,361.28	98,752.47

Stipends & Extra Curricular Duties per Article 23 and Appendix A  
 Athletic Director (\$1500 + Mileage), Coaching (\$775 + Mileage),  
 Extended Activities After/Summer School (\$40/Hr),  
 Fall Drama Director (\$1000), Home/Hospital Teacher (Per Diem),  
 Independent Study Contract (\$7 per day), Spring Drama Director (\$5000), Teacher in Charge  
 (\$50), Master's Degree (\$1000), BCLAD (\$1000), Reading Certificate  
 (\$500), Supplemental Credential (\$250) Daycare Credit (\$1500)



**APPENDIX F  
OBSERVATION REPORT FORM**

Unit Member: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Observation Date: \_\_\_\_\_  Unscheduled Observation  Scheduled Observation

**Rating Rubric:**

N/A – Not Applicable because No Opportunity to Observe during this Observation

1 – Does Not Meet Standards

2 – Needs Improvement

3 – Meets Standards

4 – Exemplifies Standards

**Standard 1: Engaging and Supporting All Students in Learning**

Element	Area of Focus	Rating				
1.1 Using Knowledge of Students to Engage Them in Learning	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
1.2 Connecting Learning to Students' Prior Knowledge, Backgrounds, Life Experiences, and Interests	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
1.3 Connecting Subject Matter to Meaningful, Real-Life Contexts	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
1.4 Using a Variety of Instructional Strategies and Resources to Meet Students' Diverse Needs	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
1.5 Promoting Critical Thinking through Inquiry, Problem Solving, and Reflection	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
1.6 Monitoring Student Learning and Adjusting Instruction While Teaching	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
<b>Comments</b>						

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

Element	Area of Focus	Rating				

2.1 Promoting Social Development and Responsibility within a Caring Community where Each Student is Treated Fairly and Respectfully	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
2.2 Creating Physical or Virtual Learning Environments that Promote Student Learning, Reflect Diversity, and Encourage Constructive and Productive Interactions among Students	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
2.3 Establishing and Maintaining Learning Environments that are Physically, Intellectually, and Emotionally Safe	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
2.4 Creating a Rigorous Learning Environment with High Expectations and Appropriate Support for All Students	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
2.5 Developing, Communicating, and Maintaining High Standards for Individual and Group Behavior	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
2.6 Employing Classroom Routines, Procedures, Norms, and Supports for Positive Behavior to Ensure a Climate in which All Students Can Learn	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
2.7 Using Instructional Time to Optimize Learning	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
<b>Comments</b>						

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

<b>Element</b>	<b>Area of Focus</b>	<b>Rating</b>				
3.1 Demonstrating Knowledge of Subject Matter, Academic Content Standards, and Curriculum Frameworks	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
3.2 Applying Knowledge of Student Development and Proficiencies to Ensure Student Understanding of Subject Matter	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
3.3 Organizing Curriculum to Facilitate	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>

Student Understanding of the Subject Matter		
3.4 Utilizing Instructional Strategies that are Appropriate to the Subject Matter	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
3.5 Using and Adapting Resources, Technologies, and Standards-Aligned Instructional Materials, Including Adopted Materials, to Make Subject Matter Accessible to All Students	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
3.6 Addressing the Needs of English Learners and Students with Special Needs to Provide Equitable Access to the Content	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
<b>Comments</b>		

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

Element	Area of Focus	Rating
4.1 Using Knowledge of Students’ Academic Readiness, Language Proficiency, Cultural Background, and Individual Development to Plan Instruction	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
4.2 Establishing and Articulating Goals for Student Learning	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
4.3 Developing and Sequencing Long-Term and Short-Term Instructional Plans to Support Student Learning	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
4.4 Planning Instruction that Incorporates Appropriate Strategies to Meet the Learning Needs of All Students	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
4.5 Adapting Instructional Plans and Curricular Materials to Meet the Assessed Learning Needs of All Students	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
<b>Comments</b>		

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**Standard 5: Assessing Students for Learning**

Element	Area of Focus	Rating
5.1 Applying Knowledge of the Purposes, Characteristics, and Uses of Different Types of Assessments	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
5.2 Collecting and Analyzing Assessment Data from a Variety of Sources to Inform Instruction	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
5.3 Reviewing Data, Both Individually and with Colleagues, to Monitor Student Learning	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
5.4 Using Assessment Data to Establish Learning Goals and to Plan, Differentiate, and Modify Instruction	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
5.5 Involving All Students in Self-Assessment, Goal Setting, and Monitoring Progress	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
5.6 Using Available Technologies to Assist in Assessment, Analysis, and Communication of Student Learning	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
5.7 Using Assessment Information to Share Timely and Comprehensible Feedback with Students and Their Families	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>
<b>Comments</b>		

**Standard 6: Developing as a Professional Educator**

Element	Area of Focus	Rating
6.1 Reflecting on Teaching Practice in Support of Student Learning	<input type="checkbox"/>	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> N/A <input type="checkbox"/>



6.2 Establishing Professional Goals and Engaging in Continuous and Purposeful Professional Growth and Development	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
6.3 Collaborating with Colleagues and the Broader Professional Community to Support Teacher and Student Learning	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
6.4 Working with Families to Support Student Learning	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
6.5 Engaging Local Communities in Support of the Instructional Program	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
6.6 Managing Professional Responsibilities to Maintain Motivation and Commitment to All Students	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
6.7 Demonstrating Professional Responsibility, Integrity, and Ethical Conduct	<input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	N/A <input type="checkbox"/>
<b>Comments</b>						

**Additional Comments:**

**Overall Rating**

\_\_\_\_\_ 1 – Does Not Meet Standards

\_\_\_\_\_ 2 – Needs Improvement

\_\_\_\_\_ 3 – Meets Standards

\_\_\_\_\_ 4 – Exemplifies Standards

A copy of this Observation Report Form will be given to the unit member within three (3) work days of the observation. Either the evaluator or unit member may request a post observation conference to occur within five (5) work days of the unit member’s receipt of the Observation Report Form.

This Observation Report Form will be placed in the unit member's personnel file. The unit member is encouraged, but not required to submit a response to the Observation Report Form within ten (10) days of receipt of the Form. The response, if any, will be attached to the Observation Report Form and placed in the unit member's personnel file.

**APPENDIX G  
EVALUATION SUMMARY FORM**

Unit Member: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Year of Evaluation: \_\_\_\_\_

Standards and Elements of Focus:

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**Rating Rubric:**

N/A – Not Applicable because No Opportunity to Observe during Observations

1 – Does Not Meet Standards

2 – Needs Improvement

3 – Meets Standards

4 – Exemplifies Standards

**Standard 1: Engaging and Supporting All Students in Learning**

<b>Element</b>	<b>Rating</b>	<b>Comments</b>
1.1 Using Knowledge of Students to Engage Them in Learning		
1.2 Connecting Learning to Students' Prior Knowledge, Backgrounds, Life Experiences, and Interests		
1.3 Connecting Subject Matter to Meaningful, Real-Life Contexts		
1.4 Using a Variety of Instructional Strategies and Resources to Meet Students' Diverse Needs		
1.5 Promoting Critical Thinking through Inquiry, Problem Solving, and Reflection		
1.6 Monitoring Student Learning and Adjusting Instruction While Teaching		

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

<b>Element</b>	<b>Rating</b>	<b>Comments</b>
2.1 Promoting Social Development and Responsibility within a Caring Community where Each Student is Treated Fairly and Respectfully		
2.2 Creating Physical or Virtual Learning Environments that Promote Student Learning, Reflect Diversity, and Encourage Constructive and Productive Interactions among Students		
2.3 Establishing and Maintaining Learning Environments that are Physically, Intellectually, and Emotionally Safe		

2.4 Creating a Rigorous Learning Environment with High Expectations and Appropriate Support for All Students		
2.5 Developing, Communicating, and Maintaining High Standards for Individual and Group Behavior		
2.6 Employing Classroom Routines, Procedures, Norms, and Supports for Positive Behavior to Ensure a Climate in which All Students Can Learn		
2.7 Using Instructional Time to Optimize Learning		

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

<b>Element</b>	<b>Rating</b>	<b>Comments</b>
3.1 Demonstrating Knowledge of Subject Matter, Academic Content Standards, and Curriculum Frameworks		
3.2 Applying Knowledge of Student Development and Proficiencies to Ensure Student Understanding of Subject Matter		
3.3 Organizing Curriculum to Facilitate Student Understanding of the Subject Matter		
3.4 Utilizing Instructional Strategies that are Appropriate to the Subject Matter		
3.5 Using and Adapting Resources, Technologies, and Standards-Aligned Instructional Materials, Including Adopted Materials, to Make Subject Matter Accessible to All Students		
3.6 Addressing the Needs of English Learners and Students with Special Needs to Provide Equitable Access to the Content		

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

<b>Element</b>	<b>Rating</b>	<b>Comments</b>
4.1 Using Knowledge of Students' Academic Readiness, Language Proficiency, Cultural Background, and Individual Development to Plan Instruction		
4.2 Establishing and Articulating Goals for Student Learning		
4.3 Developing and Sequencing Long-Term and Short-Term Instructional Plans to Support Student Learning		

4.4 Planning Instruction that Incorporates Appropriate Strategies to Meet the Learning Needs of All Students		
4.5 Adapting Instructional Plans and Curricular Materials to Meet the Assessed Learning Needs of All Students		

Standard 5: Assessing Students for Learning

<b>Element</b>	<b>Rating</b>	<b>Comments</b>
5.1 Applying Knowledge of the Purposes, Characteristics, and Uses of Different Types of Assessments		
5.2 Collecting and Analyzing Assessment Data from a Variety of Sources to Inform Instruction		
5.3 Reviewing Data, Both Individually and with Colleagues, to Monitor Student Learning		
5.4 Using Assessment Data to Establish Learning Goals and to Plan, Differentiate, and Modify Instruction		
5.5 Involving All Students in Self-Assessment, Goal Setting, and Monitoring Progress		
5.6 Using Available Technologies to Assist in Assessment, Analysis, and Communication of Student Learning		
5.7 Using Assessment Information to Share Timely and Comprehensible Feedback with Students and Their Families		

Standard 6: Developing as a Professional Educator

<b>Element</b>	<b>Rating</b>	<b>Comments</b>
6.1 Reflecting on Teaching Practice in Support of Student Learning		
6.2 Establishing Professional Goals and Engaging in Continuous and Purposeful Professional Growth and Development		
6.3 Collaborating with Colleagues and the Broader Professional Community to Support Teacher and Student Learning		
6.4 Working with Families to Support Student Learning		
6.5 Engaging Local Communities in Support of the Instructional Program		

6.6 Managing Professional Responsibilities to Maintain Motivation and Commitment to All Students		
6.7 Demonstrating Professional Responsibility, Integrity, and Ethical Conduct		

Additional Comments:

Overall Rating

- 1 – Does Not Meet Standards \_\_\_\_\_      2 – Needs Improvement \_\_\_\_\_  
 3 – Meets Standards \_\_\_\_\_                      4 – Exemplifies Standards \_\_\_\_\_

For the unit member: My signature on this Evaluation Summary Form indicates that the evaluator has discussed this evaluation with me. My signature does not indicate that I agree with the evaluation. If I refuse to sign, the evaluator will note that I refuse to sign the form. I have been given the opportunity to respond to the evaluation in writing.

\_\_\_\_\_  
 Unit Member Signature

\_\_\_\_\_  
 Evaluator Signature

The unit member declined to sign the form

The Evaluation Summary Form shall become a part of the unit member’s personnel file. The unit member shall have the right to submit a written response to the Evaluation Summary Form within ten (10) days of receipt of the Form. The response, if any, shall be attached to the Evaluation Summary Form and placed in the unit member’s personnel file.