

AGREEMENT BETWEEN
RIVER DELTA UNIFIED SCHOOL DISTRICT
AND
RIVER DELTA UNIFIED TEACHERS' ASSOCIATION

July 01, 2022 through June 30, 2024

Board Approved October 11, 2023

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ARTICLE 1

AGREEMENT

- A. The Articles and provisions contained herein constitute an agreement ("Agreement") by and between the Governing Board of the River Delta Unified School District ("Board") and the River Delta Unified Teachers' Association ("Association") an employee organization.
- B. This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

ARTICLE 2

RECOGNITION

- A. The Board recognizes the Association as the exclusive representative of all certificated employees, excluding management, school nurses, confidential, speech therapists and supervisory personnel.
- B. The term “bargaining unit members” refers to Teachers and Counselors as defined above.

ARTICLE 3

ORGANIZATIONAL RIGHTS

- A. The Association and its bargaining unit members shall have the right to make use of school equipment, buildings and facilities for Association business during non-work hours. If a unit member needs to utilize the facilities during the times when the alarm is activated, bargaining unit members will notify administration. A representative from the Association will complete a Facility Use Agreement for pre-scheduled, organized meetings on the school sites.
- B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by teachers. Copies of local notices shall be sent to the Superintendent.
- C. The Association may use the District courier service, e-mail and bargaining unit members' mailboxes for communications to and from teachers.
- D. The Association President or designee shall be allowed six (6) days per year of release time for related responsibilities to perform Association activities. . In the event that additional days are needed beyond the six (6) days, the Association President will request approval from the Superintendent.
- E. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times.
- F. The following information for all bargaining unit members will be sent from the District to the RDUTA President electronically in Excel or another agreed upon format on the first day of each quarter: August, October, January and March according to the results of the Opt-In survey administered by the Association within the first two weeks of each school year:
- Name
 - Home Address
 - Phone Numbers (cell and home)
 - Personal email address (not district if on file)
 - Date of hire
 - School Site
 - Job Title
 - Employment Status (Permanent, Probationary (0,1,2), Temporary, Intern)

ARTICLE 4

NON-DISCRIMINATION

- A. The Board shall not discriminate against any bargaining unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, gender orientation, pregnant mothers and related medical conditions or recovering from childbirth, disability, membership or participation in an educational organization or other basis protected by state and/or federal anti-discrimination laws.
- B. Teacher application forms and oral interview procedures shall not refer to membership in or preference for teacher organizations.

ARTICLE 5

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. For school employees who have chosen to become an Association member, the Board shall deduct one-tenth (1/10th) of such dues from the regular salary check of the bargaining unit member each month for ten (10) months. Bargaining unit members who sign such authorization after the commencement of a school year shall be subject to monthly payroll deductions at one-tenth (1/10th) of the applicable annual rate, for the remainder of the fiscal year.
- B. With respect to all sums deducted by the Board, pursuant to authorization by the bargaining unit member for membership dues, the Board agrees to promptly remit such monies to the Association.

ARTICLE 6

MANAGEMENT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its teachers; determine the times of operation; determine the kinds and levels of services to be provided; and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities, establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on matters in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline teachers.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms and conditions of this Agreement, and then only to the extent such terms and conditions are in conformance with law.
- C. The declaration of an emergency shall be limited to natural disasters and/or events over which the District has no control. In no event shall the District declare an emergency in order to evade the provisions of this Agreement.

ARTICLE 7

HOURS

A. Work Year

1. The work year shall consist of:
 - a. Teachers: one hundred eighty three (183) days
 - b. Secondary education counselors and TOSAs: Two hundred and two (202) days
 - c. Elementary school counselors: One hundred ninety three (193) days

2. Beginning in the 2020-2021 school year, the three (3) non-student contact days of the school year for teachers will be scheduled in the week prior to the beginning of student instruction, and will be allocated as follows:
 - a. One (1) day will be utilized for District in-service.
 - b. One (1) day will be utilized for meeting and in-service from site administration.
 - c. One (1) day will be utilized for preparation work decided by bargaining unit members. Counselors can select their prep work day within their non-student contact days.

3. Each site administrator will consult with their staff each Spring, prior to the conclusion of the school year, regarding the topics to be covered and approaches to be utilized in the in-services scheduled for the following year's one (1) day of site in-service (2.b). No District or site meetings will be scheduled on the one (1) day of preparation time for bargaining unit members (2.c). However, bargaining unit members are required to be present on their assigned sites and engage in preparation work, during this one (1) day of preparation time (2.c).

B. Work Hours

1. The length of the teacher's work day, including preparation time and time regularly required before and after school, including a duty free lunch, shall be 7 hours and 20 minutes per day, 5 days a week. Teachers may work on an approved schedule if their assignment is of an itinerant nature. The reporting time to work shall be dictated by the beginning of the instructional day for students and mutually agreed upon by the Association and the District.

2. Bargaining unit members and site administrators shall make every effort to schedule meetings during regular contract hours. Any work outside the daily work hours either required by or pre-approved by the site administrator shall be paid at the variable rate. Such work may include IEP meetings, 504 Meetings, and Independent Study Contracts. However, Back-to-School Night, Open House, monthly scheduled staff meetings, and adjunct duties are excluded from this provision. Texts, emails, or verbal communication/notification with site administrator shall constitute pre-approval.

C. Minimum Days

1. A maximum of eleven (11) minimum days per academic year for the purposes of scheduling, grading, diagnosing student needs, conferencing, in-service, or testing will be scheduled.
 - a. Three (3) of the minimum days will be used for conferencing. For elementary schools, conferencing is limited to Parent-Teacher meetings. For secondary schools, conferencing may include Parent Forums, Arena Nights, IEPs, and

Section 504 Plan meetings.

- b. Eight (8) of the minimum days will be set aside for the purpose of scheduling, completing report cards, and diagnosing student needs.
- c. On days when teachers are required to return for evening events, i.e., Open House, Back to School Night, or similar events, teachers are permitted to leave school at the end of the student instructional day. On these days, site meetings or other additional responsibilities will not be scheduled.

D. Preparation Time

1. Secondary school teachers shall be given one period per instructional day for preparation, scheduled within the student instructional day.

2. Beginning with the first full week of student instruction each school year and continuing through the end of the week before Memorial Day, elementary teachers shall be given extra minutes of preparation time during every two calendar weeks of student instruction, skipping over the week of parent-teacher conferences in the Fall. This extra preparation time is in addition to any extra time created by early release days. The extra preparation time shall be provided as follows:

a. In a two-week block with no holidays or minimum days, elementary school teachers shall be given 180 minutes of preparation time over the two weeks in minimum increments of at least 30 uninterrupted minutes. OR

b. In a two-week block that includes holidays or minimum days, elementary teachers shall be given preparation time that equals, in total over the two-week block, the equivalent of 18 minutes per full instructional day or early release Wednesday. It is the District's and Association's intent that scheduled preparation times can be adjusted to attempt to avoid some teachers disproportionately receiving less preparation time because most holidays fall on Mondays or Fridays.

3. If an elementary school teacher does not receive their full allotment of extra preparation time provided by section 7.D.2, then the teacher may submit a variable time sheet for the difference (rounded up to the nearest 15 minutes) and receive pay for the shortfall in preparation time equivalent to the teacher's variable rate of pay.

E. Elementary Teachers: Compensation When No Substitute Teacher Available

1. Elementary - Classroom teachers will receive compensation when required to supervise a class or a portion of a class of students in addition to their regular workload due to the absence of a teacher, and the unavailability of a substitute. Teachers providing such service will be compensated by payment of a stipend, equivalent to the daily base substitute teacher rate, divided by the number of teachers performing this duty, and/or prorated according to the length of the assignment.

a. Credentialed unit members who do not have a regular classroom assignment shall be paid a stipend equal to the daily substitute rate, payable on the fourth such assignment and all subsequent assignments in a school year.

2. Secondary – Commencing in the 2021-2022 school year, a high school or middle school teacher may be asked to serve as a substitute teacher during their preparation period, and shall receive compensation at the fractional equivalent of one-fourth (1/4) of the substitute teacher pay rate for such service. In the event that more than one teacher serves as a substitute during a single period in a single classroom, the District shall make payment to only one teacher, and the individual teacher(s) involved shall determine the allocation, if any, of the

payment.

F. **Time Adjustment and Use for Short Instructional Day on Wednesdays**

1. Instructional minutes shall be “banked” each week, to provide for time during the regular work day for school related activities. In order to provide the time, the weekly student contact minutes will be designed as follows:
 - Monday: add fifteen (15) minutes to the instructional day
 - Tuesday: add fifteen (15) minutes to the instructional day
 - Wednesday: subtract sixty (60) minutes from the instructional day
 - Thursday: add fifteen (15) minutes to the instructional day
 - Friday: add fifteen (15) minutes to the instructional day
2. The parties agree that the extra hour of banked time each Wednesday (“Early Dismissal Wednesdays”) for bargaining unit members may be utilized as follows: staff meetings(a maximum of two per month), preparation time, IEP meetings, 504 meetings, SST meetings, professional development, peer collaboration, etc.
3. If the teachers at a site choose not to have a faculty meeting on one of the Wednesdays, the staff and the site Principal will collaboratively decide on a day to have the faculty meeting.

ARTICLE 8

CLASS SIZE

1. No regular class in grades K-3 will exceed twenty-two (22) students; the district may add two (2) students to a maximum of twenty-four (24) to the class at a rate of \$20 per student per day over twenty-two (22) students. TK classes will follow the Education Code's class size limits.
2. No regular class in grades 4-6 will exceed thirty two (32); the district may add up to two (2) students to maximum of thirty four (34) at a rate of \$20 per student per day over 32 students.
3. A combination class with grades K-3 shall not exceed twenty (20) students, the district may add up to 4 more students to a maximum of twenty –four (24) at a rate of \$30 per student per day over 20 students.
4. A combination class in grades 4-6 will not exceed twenty-four (24) students; the district may add up to 4 more students to a maximum of twenty-eight (28) students at a rate of \$30 per student per day over 24 students.
5. The District will have 5 working days after the start of the school year, or upon the enrollment of a new student, to make any adjustments to the class sizes before the rate of \$20 per student is in effect. If there are no changes after those 5 days, the teacher will be paid the \$20 per student retroactive to the first day of school, or the first day of the new student's enrollment.
6. Any combination teacher will be given one (1) day per month August through May to work on campus and use for planning purposes. Those days will be mutually agreed upon by the teacher and principal. Requests must be made with no less than 48 hours' notice.
7. No regular class in grades 7-12 except for the exceptions stated in the following paragraph will exceed thirty-two (32); the district can add up to three (3) students each class period at the rate of \$10 per student per day over 32 students to a maximum of 35 students.. Students enrolled in any district distance learning classes between two school sites will be counted toward the class size. The District will have 5 working days after the start of school to make any adjustments to the class sizes before the \$10 per student is in effect.
8. Class size in PE will not exceed 45 students.
9. The District will calculate the ratio of ADA to supervising teacher in Independent Study (Teacher-to-ADA ration CAP) as required by Education Code section 51745.6 and the California Department of Education
10. Class sizes in classrooms which are limited in enrollment by size of classroom, student safety concerns, or availability of equipment will be mutually agreed on by the district administration, site principal and teacher on a case by case basis. If no agreement can be reached, the matter will be agreed upon with the association president and the superintendent.

11. The District will make every effort to maintain an equitable staff balance between the schools in the District as related to class size
12. Individual school principals shall consider input from staff members in establishing student class assignments.
13. In the case of a loss of enrollment which necessitates a reduction in certificated non-management staff, the District shall attempt to reduce staff through attrition (by not filling vacancies created by retirements and resignations) prior to laying off any bargaining unit members.
14. Teachers must submit variable timesheets once per month to the school site secretary and/or designee in a timely manner. All timesheets must be received at the District Office by the cutoff date listed on the back of the RDUSD Certificated Variable Timesheet form. The school secretary and/or designee will provide information to bargaining unit members of the protocol to complete/submit variable timesheets.

ARTICLE 9

TRANSFERS**1. Definitions**

- a. Transfer: A transfer is a change of school site.
- b. Voluntary Transfer: A voluntary transfer is a voluntary change of assigned school site.
- c. Involuntary Transfer: An involuntary transfer is an involuntary change of school site.
- d. Reassignment: Reassignment is an involuntary change of grade level or subject area without a school site change.
- e. Vacancy: A vacancy is a position which after the District has completed its transfers and reassignments, is not staffed and which the District desires to fill.
- f. An eliminated position/program is a position/program discontinued by the District not resulting from the reduction or elimination of particular kinds of services in accordance with education Code Sections 44949, 44955 and related provisions of law. The provisions of this Agreement regarding elimination of positions/programs are not intended to apply to layoffs of certificated employees.

2. Tentative Notice of Assignment

- a. By July 1, each returning teacher shall be given a tentative assignment for the upcoming school year, specifying the school site, grade level, and subject area (if appropriate). This tentative assignment is subject to change prior to the opening of school, but the District will make reasonable efforts to avoid such changes.
- b. In the event that a tentative assignment is changed after July 1, the affected teacher(s) shall be given advance notice in writing of the District's intent to implement the change. Upon request of the affected teacher(s), District representatives will meet with the affected teacher(s) to discuss the reasons for the reassignment.
- c. If an assignment is changed by the District and the unit member is required to move to a different classroom as a result of the change, the impacted teacher(s) shall be given paid release time to accomplish the classroom move, of up to three (3) days. If the move is scheduled to take place during a day on which the teacher is not contracted to render service to the District, the teacher shall be provided a payment of \$150 per day required to accomplish the move, up to three (3) days. The district Superintendent or designee and teacher shall work cooperatively together to determine the number of days which will be required to accomplish the move.
- d. In the event that an itinerant teacher (one who is assigned to teach in more than one classroom during an instructional day) is assigned to teach in a different classroom or classrooms, the provisions of this section will not apply.

3. Vacancies

- a. Posting of Vacancies: Vacancies shall be posted by the Personnel Office for a least five (5) working days in each building and work site. Vacancy notices shall include the job description, location, grade level or subject matter assignment, credential requirements, and date by which position is to be filled. After the last day of the school year, said vacancies will be posted at the District office and on the District web-site.
- b. Mid-Year Vacancies: Mid-year vacancies will be filled by existing unit members only by those who are on "lay-off" status, otherwise these positions will be filled

from outside of the District.

4. Voluntary Transfers

- a. Voluntary Transfer Requests: By March 15 of each year, any unit member who desires a transfer may submit a request to the Director, Personnel Department. A transfer request may be submitted at any time during the school year; however, transfer requests will generally only be implemented at the beginning of the following school year.
- b. The District will take the following factors into consideration when making a voluntary transfer:
 1. Credential
 2. Curriculum or program needs of the District
 3. Seniority
 4. Experience
 5. Recommendations of site administrator(s) based on classroom observations and evaluations
 6. Curriculum or program needs of the District
 7. Specific grade-level needs of the District
 8. Grade-level and subject-matter assignments to ensure that all unit members are highly qualified
- c. This list is not intended to be all-inclusive and the Superintendent will make the final determination for all voluntary transfers. Exceptions to use of these factors may be made only under extenuating circumstances and must benefit the individual school or the District as a whole. Exceptions shall not be made arbitrarily, capriciously or without good and sufficient cause. Upon request a unit member who is not given a requested assignment will be given in writing a specific statement of reasons that explain why the transfer wasn't implemented.
- d. Completion of Transfer Request Forms: Unit members requesting a voluntary transfer shall specify the types of assignments they are willing to accept and the subjects they are credentialed and qualified to teach.

5. Involuntary Transfers

- a. Reasons for an Involuntary Transfer: The District will take the following factors into consideration when making an involuntary transfer:
 1. Credential
 2. Curriculum or program needs of the District
 3. Seniority
 4. Experience
 5. Recommendations of site administrator(s) based on classroom observations and evaluations
 6. Curriculum or program needs of the District
 7. Specific grade-level needs of the District
 8. Grade-level and subject-matter assignments to ensure that all unit members are highly qualified
- b. This list is not intended to be all-inclusive and the Superintendent will make the final

determination for all involuntary transfers. Exceptions to use of these factors may be made only under extenuating circumstances and must benefit the individual school or the District as a whole. Exceptions shall not be made arbitrarily, capriciously or without good and sufficient cause. Appropriate training and support will be given to the unit member in this new assignment.

c. Frequency: The site administrator will retain a unit member who has been involuntarily transferred in the same grade-level assignment for a minimum of two years unless declining enrollment at the site must be considered.

d. Evaluation: Any bargaining unit member who is involuntarily transferred will continue on the same evaluation schedule the bargaining unit member was on at the previously assigned site.

e. Statement of Reasons: A unit member who is to be involuntarily transferred will be given in writing a specific statement of reasons that describes how the administrator applied the criteria set forth above. The statement of reasons will be signed by the site administrator and Superintendent. The unit member may request a meeting with the site administrator and superintendent. Said meeting may include any representation if desired.

6. Reassignments

- a. Authority: The authority for reassignment of a teacher to a different grade level or a different subject matter area, but not involving a site change, shall rest with the site administrator with approval of the Superintendent. The site administrator will solicit volunteers verbally and in writing before making an involuntary reassignment.
- b. Criteria: the site administrator will take the following factors into consideration when making an involuntary reassignment:
 1. Credential
 2. Curriculum or program needs of the District
 3. Seniority
 4. Experience
 5. Recommendations of site administrator(s) based on classroom observations and evaluations
 6. Curriculum or program needs of the District
 7. Specific grade-level needs of the District
 8. Grade-level and subject-matter assignments to ensure that all unit members are highly qualified
 9. This list is not intended to be all inclusive. Exceptions to these factors may be made in extenuating circumstances and must benefit the individual school or the District as a whole. Reassignments shall not be made arbitrarily, capriciously or without good and sufficient cause.
- c. Frequency: The site administrator will retain a unit member who has been reassigned involuntarily in the same grade-level assignment for a minimum of two years.
- d. Statement of Reasons: A unit member who is to be involuntarily reassigned will be given in writing a specific statement of reasons that describes how the administrator applied the criteria set forth above and that the reassignment was discussed with and approved by the Superintendent prior to being implemented. The statement of reasons will be signed by the site administrator and Superintendent
- e. Room Changes: No room change shall be made 14 calendar days before the first day of student instruction unless required by extenuating circumstances which shall be explained to the affected unit member. The statement of reasons will be signed by the

site administrator and Superintendent. The District will provide assistance moving items from one room to the other.

7. Eliminated Position/Program

a. If the District eliminates a position/program as defined in the above section, the district will seek volunteers from the site to select vacant district positions. If there are no volunteers, the District will take the following factors into consideration when making an involuntary transfer:

1. Credential
2. Curriculum or program needs of the District
3. Seniority
4. Experience
5. Recommendations of site administrator(s) based on classroom observations and evaluations
6. Curriculum or program needs of the District
7. Specific grade-level needs of the District
8. Grade-level and subject-matter assignments to ensure that all unit members are highly qualified

b. Permanent members who are displaced will be notified by the District of the pending position/program elimination and will have the right to indicate preferences from a list of vacancies, if any. To be eligible to fill any vacancy, the permanent unit member must have the proper credentials and qualifications to fill the position. The above criteria will be applied in order to determine how the vacancies will be filled by the District.

ARTICLE 10
SAFETY CONDITIONS

1. The District will abide by applicable Occupational Safety and Health Statutes and regulations.
2. All teachers shall report any practice or condition which poses a threat to the health or safety of any person associated with the District to their immediate supervisor. The Administration is directed to take reasonable and prudent action to alleviate the situation.
3. Teachers shall be provided secure storage space areas for their personal property.
4. A teacher may suspend any pupil from the teacher's class, for any of the acts enumerated in Section 48900 for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal or the principal's designee for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the Governing Board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.
5. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
6. A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the principal's designee for consideration of a suspension from the school.
7. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incidents to the police. Such notification shall immediately be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for non- confidential information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, police and courts.
8. The District shall provide a personal property insurance plan with coverage of
 1. \$500.00 per teacher, subject to \$100.00 deductible assumed by the teacher.
9. The teacher shall get prior approval from the site principal before bringing an insurable item on to the school site. The teacher will in writing identify the purchase cost of the insurable item and also the estimated length of time the article will remain on the site. The site principal will forward the description of the article and its purchase price to the District's business department within three (3) days before the article is brought on school property.

ARTICLE 11

EVALUATION

- A. The Board of Trustees, administrators, and teaching staff of RDUSD are committed to providing an effective teacher performance appraisal program as a key element in an excellent instructional program. The purpose of this performance appraisal program is to meet the legal requirements of the Education Code and accomplish the following outcomes:
- i. Maintain high minimum standards of teacher performance
 - ii. Promote instructional effectiveness that leads to increased student achievement
 - iii. Reinforce excellent teaching
 - iv. Encourage growth and development throughout each teacher's career
- B. The California Standards for the Teaching Profession serve as the common language to describe the scope, and complexity, of the teaching act. Evaluators will be guided by the formative and summative assessments.
- C. The appraisal of performance toward meeting the standards is a collaborative and continuous process conducted throughout the professional educators careers. The administrator and teacher will meet regularly to discuss areas of focus, needed support, and how progress will be recorded.
- D. Classroom observation is a critical component in this process. Supervisors shall use clinical supervision techniques (cycles of pre-observation conference, observation, analysis of observation data, and feedback conference) and a series of informal monitoring visits (i.e. walk-through) with an emphasis on feedback to the teacher.
- E. Performance appraisals should be based on multiple sources of information. Other district personnel, materials and/or observations may be included in the process besides the formal classroom observation. Teachers are encouraged to provide additional data to demonstrate their ability to teach at the level of the standard. All evaluators conducting performance appraisals will follow the guidelines outlined in Article XI, use designated forms listed in Article XI for performance appraisals and adhere to performance appraisal schedules.

F. PROBATIONARY TEACHERS

1. TEMPORARY, PROBATIONARY 0, PROBATIONARY 1 Teachers shall have at least **three** written formative assessments completed by their supervisor during the school year in addition to a year-end summative appraisal. (teachers who do not begin on the first day of the school year will have a prorated number of formative assessments) A conference will be held between the supervisor and teacher for each written formative assessment and the Summative Performance Appraisal.
 - a. Refer to the performance appraisal schedule for relevant dates
2. PROBATIONARY 2 teachers shall have more responsibility for self-assessment and planning for growth. Probationary 2 teachers will have **two** written assessments prior to the supervisor's recommendation for permanent status. A conference will be held between the supervisor and teacher for each written assessment and the Summative Performance Appraisal.

G. PERMANENT TEACHERS

1. The performance appraisal process should be continuous and collaborative for permanent teachers. Supervisors shall complete at least one Summative Performance Appraisal every two years for permanent teachers. During the two-year period, the supervisor will make a series of administrative monitoring visits to the classroom, use the clinical supervision process as needed, and gather other information pertinent to the standards.
2. Teachers are encouraged to participate in the data gathering process by providing data to the supervisor that they are working at the level of the standards. The supervisor and the teacher will discuss examples of sample sources of data beyond the classroom that will be acceptable for each of the standards.
3. If a permanent teacher has failed to meet two of the Standards, additional written assessments related to the standards not being met will be completed as necessary to assist the teacher in developing proficiency. If a permanent teacher has failed to meet two of the Standards, the supervisor will use Form E, "Performance Improvement Plan" to write and share with the teacher strategies for assistance in meeting all standards.
4. Teachers who fail to meet two of the standards on the Summary Performance Appraisal will be placed in the Peer Assistance and Review (PAR) Program, and the principal will continue the evaluation process the following school year until all standards are met.

H. FIVE-YEAR OPTION

1. At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree.
2. The certificated employee or the evaluator may withdraw consent at any time. (Education code section 44664) If the evaluator chooses to withdraw consent for the five (5) year option, it must be done prior to September 15th of the year for which the evaluator will evaluate the bargaining unit member.
3. This agreement must be signed by both parties prior to October 15th of the scheduled evaluation year. If a unit member transfers or changes assignment during the five-year period, a new agreement shall be signed if mutual agreement continues (Ref. Education Code Section 44664).

**RIVER DELTA UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE
PERFORMANCE APPRAISAL
SCHEDULE**

DATE	PROBATIONARY 1 Teacher, Intern	PROBATIONARY 2	PERMANENT	FIVE YEAR OPTION
September 15	Goals and Objectives conference to discuss areas of focus for the year.	Goals and Objectives conference to discuss areas of focus for the year.	Goals and Objectives conference to discuss areas of focus for the year.	Goals and Objectives conference to discuss areas of focus for the year.
October 15	1st Formative Assessment	1st Formative Assessment	Pre-Conference Deadline to Request 5 year Option	
December 15	2nd Formative Assessment	2nd Formative Assessment	1 st Formative Assessment	
March 15	3rd Formative Assessment		2 nd Formative Assessment	
May 1	Summative Performance Appraisal	Summative Performance Appraisal	Summative Performance Appraisal	

**RIVER DELTA UNIFIED SCHOOL
DISTRICT FORMATIVE ASSESSMENT**

_____ Prob. 0/Temp _____ Prob. 1 _____ Prob. 2 _____ Permanent

Teacher: _____ Supervisor: _____ School Year: _____

Assignment: _____ Site: _____

Overall assessment of performance in the following standards:

<u>Standard One:</u> Engaging & supporting all students in learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<u>Standard Two:</u> Creating & maintaining effective environments for student learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<u>Standard Three:</u> Understanding & organizing subject matter for student learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<u>Standard Four:</u> Planning instruction & designing learning experiences for students	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<u>Standard Five:</u> Assessing student learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<u>Standard Six:</u> Developing as a professional educator	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<i>Supervisor's comments on the teacher's performance of these standards:</i>	

Teacher shall examine and sign at the conference. Signature does not indicate approval or disapproval. Teacher has a right to initiate a written reaction or response to this appraisal. Such a response shall become a permanent attachment in the teacher's personnel file.

Teacher's	Date	Supervisor's	Date
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RIVER DELTA UNIFIED SCHOOL
DISTRICT SUMMATIVE PERFORMANCE APPRAISAL
 _____ Prob. 0/Temp _____ Prob. 1 _____ Prob. 2

<u>Standard One:</u> Engaging & supporting all students in learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<u>Standard Two:</u> Creating & maintaining effective environments for student learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<u>Standard Three:</u> Understanding & organizing subject matter for student learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<u>Standard Four:</u> Planning instruction & designing learning experiences for students	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<u>Standard Five:</u> Assessing student learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<u>Standard Six:</u> Developing as a professional educator	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<i>Supervisor's comments on the teacher's performance of these standards:</i>	

Teacher: _____ Supervisor: _____ School Year: _____

Assignment: _____ Site: _____

Overall assessment of performance in the following standards:

Teacher shall examine and sign at the conference. Signature does not indicate approval or disapproval. Teacher has a right to initiate a written reaction or response to this appraisal. Such a response shall become a permanent attachment in the teacher's personnel file.

Teacher's Signature	Date	Supervisor's Signature	Date
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**RIVER DELTA UNIFIED SCHOOL DISTRICT
SUMMATIVE PERFORMANCE APPRAISAL**

_____Permanent

Standard One: Engaging & supporting all students in learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
Standard Two: Creating & maintaining effective environments for student learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
Standard Three: Understanding & organizing subject matter for student learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
Standard Four: Planning instruction & designing learning experiences for students	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
Standard Five: Assessing student learning	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
Standard Six: Developing as a professional educator	<input type="radio"/> Meets/exceeds District standards <input type="radio"/> Does not meet District standards
<p><i>Supervisor's comments on the teacher's performance of these standards: (additional comments to be attached if necessary – for all ratings of “does not meet district standards” it is expected that there will be comment, evidence if applicable and/or recommendations)</i></p>	

Teacher: _____ Supervisor: _____ School Year: _____

Assignment: _____ Site: _____

Overall assessment of performance in the following standards:

Teacher shall examine and sign at the conference. Signature does not indicate approval or disapproval. Teacher has a right to initiate a written reaction or response to this appraisal. Such a response shall become a permanent attachment in the teacher's personnel file.

Teacher's Signature

Date

Supervisor's Signature

Date

THE PERMANENT TEACHER (Please indicate an overall rating below):

- Meets/exceeds minimum standards

- Needs to improve. Continue in the evaluation cycle through the next school year. (does not meet district standards in one area)
- Does not meet district Standards in two or more areas. Mandatory referral to Peer Assistance and Review (PAR) program

FORMS

FORM A PRE-OBSERVATION CONFERENCE SUMMARY

FORM B POST-OBSERVATION

FORM C FIVE-YEAR OPTION

FORM D GOALS AND OBJECTIVES

**APPENDIX H CALIFORNIA PROFESSIONAL STANDARDS FOR
THE TEACHING PROFESSION (CPSTP)**

APPENDIX I CPSTP EVALUATION RUBRICS

RIVER DELTA UNIFIED SCHOOL DISTRICT
FORM A
TEACHER PRE-OBSERVATION CONFERENCE SUMMARY

Teacher: _____ School: _____ Date: _____

- A. Establish open communication and a positive climate.
- B. Review the lesson briefly (attach lesson plan)
- Objective (specific content and perceivable behavior)

 - Purpose and relationship to standards.

 - Activities and sequence of the lesson

 - Plans for checking for understanding
- C. Identify focus for the observation
- D. Identify time and place of observation
- E. Set time and place for post-conference (within 5 days of observation)

RIVER DELTA UNIFIED SCHOOL DISTRICT
FORM B
POST OBSERVATION

Teacher: _____ School: _____ Date: _____

BRIEF DESCRIPTION OF LESSON (Including Standards being addressed):

TECHNIQUES AND STRATEGIES THAT PROMOTED LEARNING:

WHICH TECHNIQUES/STRATEGIES, IF ADDED, CHANGED OR DELETED, MIGHT HAVE MADE FOR MORE LEARNING?

OTHER COMMENTS:

Teacher's Signature

Date

Supervisor's Signature

Date

This recap sheet will be placed in the teacher's file at the school office.

RIVER DELTA UNIFIED SCHOOL DISTRICT
FORM C
FIVE-YEAR OPTION
EVALUATION AGREEMENT (Deadline October 15th evaluation year)

I, _____, hereby request to extend the current evaluation cycle for the _____ school year and participate in the "Five-year Option" of evaluation for the _____ school year.

I qualify for this option because:

1. I have been employed by the District for ten or more years
2. I have been certified as highly qualified pursuant to ESEA/NCLB
3. I either met or exceeded the Standards of Performance of the District in my last Performance Evaluation.

Teacher Name: _____

Teacher Signature: _____

_____ Date

School Site: _____

_____ Grade

I certify that the teacher is eligible to participate in the "Five-Year Option." Further, I approve of the option selected.

Supervisor Name: _____ Date: _____

Supervisor Signature: _____ Date: _____

FORM D

RDUSD Teacher Goals and Objectives 2020-2021

Name _____ Date _____ School : _____ Subject
 Area _____

Status: _____ Probationary I _____ Probationary II _____ Tenured
 RDUSD Total Years Teaching _____

The River Delta Unified School District Evaluation process is based on the California Standards for the Teaching Profession. Please include activities/behaviors that will be observable every day in your classroom. **While teachers may have similar Benchmarks, the Teaching Actions will be individualized and the intellectual experience for students will be different.** Please complete Benchmark for Measuring Progress and Observable Teacher Action and return to administrator no later than September 15.

Focus Area	Goal Statement	Benchmark for Measuring Progress	Observable Teaching Action	Y/N
Student Engagement CSTP #	I will	As a result of this goal,	Administrator will observe	
Effective Environments CSTP #	I will	As a result of this goal	Administrator will observe	
Understanding & organizing subject matter CSTP #	I will	As a result of this goal	Administrator will observe	
Planning Instruction CSTP	I will	As a result of this goal,	Administrator will observe	

Assessing Student Learning CSTP #	I will	As a result of this goal,	Administrator will observe	
Developing as a Professional Educator CSTP #	I will...	As a result of this goal,	Administrator will observe	

Administrator Pre-Conference

Date

Teacher Pre-Conference

Date

Administrator Post-Conference

Date

Teacher Post-Conference

Date

ARTICLE 12

PERSONNEL FILES

- A. A single official confidential personnel file shall be maintained at the District office for each teacher.
- B. Site administrators may maintain a second file or other informal written records related to the job performance of teachers. These files or records shall be kept confidential.
- C. Materials in a teacher's official personnel file (section A, above), as well as informal records or files (section B, above), are to be made available for inspection by the teacher, or the teacher's authorized representative with a statement of authorization signed by both the teacher and his or her authorized representative. The right to inspect shall be granted upon request of the teacher, provided the request is made at a time when the teacher is not actually required to render District service.
- D. During the formal evaluation process as provided in Article 11 of this Agreement, the site administrator and the teacher shall review the informal records or files of the site administrator (section B, above). During such review, informal records or files (section B, above) which are four (4) or more years old shall be destroyed.
- E. A teacher's official personnel file (section A, above), as well as informal records or files (section B, above), shall be available to the teacher, the principal, and for special purposes, the Superintendent.
- F.
 - 1. Information that is disciplinary in nature shall not be entered or filed in a teacher's official personnel file (section A, above) unless a conference has been held with the teacher relative to this information. A teacher has a response time of 48 business hours to acknowledge receipt of this request and schedule a conference. If the conference is held, the teacher will have the opportunity to review, comment, and must acknowledge, with a signature, that it is being placed in their personnel file. If a conference is not scheduled and/or is refused or if the mandatory acknowledging signature is refused, the information shall be entered into the personnel file without the holding of a conference or obtaining the teacher's signature. Any disciplinary document that was reviewed at the conference and does not have the mandatory acknowledging signature will be removed from the personnel file.
 - 2. A teacher shall have the right to attach his or her own written comments to any disciplinary document in the teacher's official personnel file (section A, above). A review of said document for the purpose of attaching such comments shall take place during normal business hours, and the teacher shall be released from duty without salary reduction.
- G. Any written material which is to be used in the evaluation of the teacher or which mentions a teacher by name and which is to be retained in any file by the administrator must be brought to the attention of the teacher as soon as is practical, but in no event later than five (5) working days after receipt by the administrator. However, a teacher may request, in writing, that they not be provided with copies of all written materials involving the teacher which the site administrator does not intend to use in any evaluation of the teacher.

ARTICLE 13

LEAVESA. Bereavement Leave

1. Every teacher is entitled to a leave of absence, not to exceed five (5) days, on account of the death of any member of his immediate family. Additional days due to unusual circumstances may be granted by the Superintendent upon the request of the teacher.
2. No deduction shall be made from the salary of such teacher, nor shall such leave be deducted from leave granted by other policies of the Board.
3. Members of the immediate family, as used in this Article, include the following:
 - (a) husband/wife/domestic partner
 - (b) father (stepfather)/father-in-law
 - (c) mother (stepmother)/mother-in-law
 - (d) son (stepson)/son-in-law
 - (e) daughter (stepdaughter)/daughter-in-law
 - (f) brother/brother-in-law
 - (g) sister/sister-in-law
 - (h) the grandparents of the teacher or the teacher's spouse
 - (i) grandchildren
 - (j) aunt/uncle
 - (k) any person living in the immediate household of the teacher, or a foster son or daughter
4. Leave must be used at the time of the death of the member of the family. If leave is not taken within six (6) months of the family member's death, no further allowance may be made.
5. If requested by the District, within 30 days of the first day of the leave, the teacher shall provide documentation of the death of the family member. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency

B. Pregnancy Disability Leave and Family Care Leave. The District provides Pregnancy

Disability Leave and Family Care Leave for bargaining unit members within the requirements of California and federal law. In addition to those requirements imposed on the District and its employees by California and federal law, the following shall apply to bargaining unit members who seek or are granted a pregnancy disability leave and/or a family care leave.

1. Pregnancy disability leave is available to bargaining unit members who are temporarily disabled as a result of pregnancy, childbirth or related medical conditions. Upon request for and receipt by the District of a proper certification executed by a physician, the District shall grant up to four (4) months of unpaid pregnancy disability leave, as provided by California law. Additional pregnancy disability leave may be granted by the Board, up to a total maximum of four (4) semesters. However, bargaining unit members are advised that leave in excess of the remainder of the current school year is unlikely to be granted absent extreme and unusual circumstances, as the District's ability to temporarily fill vacant certificated positions may be limited by law. After exhaustion of all paid sick leave, a bargaining unit member who is disabled by pregnancy, childbirth or related medical conditions may still be entitled to leave with differential pay, provided that the bargaining unit member is otherwise eligible for such differential leave under Education Code section 44977.
2. Family care leave is available to all bargaining unit members who are otherwise eligible for such leave pursuant to California and/or federal law. Unit members who are not otherwise eligible may request such leave. Such leave may be requested for the reasons specified in California and/or federal law, including but not necessarily limited to the birth or adoption of a child of the bargaining unit member, or to care for a parent or spouse or child of the employee who has a serious health condition. Upon request for and receipt by the District of a proper certification executed by a physician, the District shall grant family care leave without pay in increments and total amounts pursuant to California and/or federal law. Additional family care leave may be granted by the Board, up to a total maximum of two (2) school years. However, bargaining unit members are advised that leave in excess of the remainder of the current school year is unlikely to be granted absent extreme and unusual circumstances, as the District's ability to temporarily fill vacant certificated positions may be limited by law. After exhaustion of all paid sick leave, a bargaining unit member who has a serious medical condition as defined in state and federal family and medical leave laws may still be entitled to leave with differential pay, provided that the bargaining unit member is otherwise eligible for such differential leave under Education Code section 44977.
3. Where the need for the pregnancy disability leave or family care leave terminates for reasons beyond the control of the unit member (for example, miscarriage or therapeutic abortion or premature death of the spouse, parent or child being cared for), upon written notice from the unit member, the district shall allow the unit member to return to work as soon as possible, but in no event later than four (4) weeks after receipt of the written notice
4. Upon conclusion of a pregnancy disability leave or a family care leave, a bargaining unit member returning from an approved pregnancy disability leave and/or from an approved family care leave shall, where reasonably possible, be returned to the same assignment which was vacated at the start of the leave. If the same assignment is not available, the bargaining unit member will be returned to an assignment for which he or she is certificated and qualified.

5. To the extent required by federal law, the District shall continue its health insurance contributions for the bargaining unit member during a family care leave. To the extent that such contributions are not required by federal law, the unit member may continue health insurance coverage by advance monthly payment of premiums to the District.
6. The request for leave shall specify the choice of the bargaining unit member regarding benefits and possible use of sick leave. Upon return following pregnancy disability leave or family care leave, the bargaining unit member will be reinstated with all health insurance and other fringe benefits provided to bargaining unit members at the time of return.
7. A pregnant bargaining unit member may continue in active employment as late into her pregnancy as health permits and as certified by a physician.

C. Leave of Absence

1. The Board may grant a leave of absence to the certificated teachers of the District upon receipt of a petition in writing and with the recommendation of the Superintendent.
2. Reasons for leave, not specified in these regulations, may be considered by the Board from the standpoint of value to the District, urgency of the request, and the employment record of the teacher.
3. Upon the granting of any leave of absence, there is a responsibility of each party to the leave agreement.
 - (a) The District guarantees a position with the same privileges provided to other bargaining unit members at the time of return. The position assigned would be within the credential allowance, training and experience of the teacher.
 - (b) The teacher guarantees the District their continued loyal and efficient service.

D. Personal Illness Leave

1. Every teacher employed five (5) days a week as a full time employee, shall be entitled to ten (10) days leave of absence with full pay for illness or injury or pregnancy disability or family care as provided in section C of this article.
2. A teacher employed five (5) days a week who is employed less than a full fiscal year, is entitled to that proportion of ten (10) days leave of absence for illness or injury as the number of months they are employed to ten (10)
3. A teacher employed less than five (5) days per week shall be entitled for a fiscal year of service, to that proportion of ten (10) days leave of absence for illness or injury as the number of days they are employed per week bears to five (5).
4. Pay for any day of such absence shall be the same as the pay which would have been received had the teacher served during the day. Deductions are based on annual salary divided by the number of required working days.

5. Personal illness leave may be taken before it has been earned; however, if a teacher terminates employment before the end of the fiscal year and has taken more personal illness leave than they have earned, a salary adjustment will be made in the last salary warrant.
6. If a teacher does not take the full amount of leave allowed in any fiscal year under this policy, the amount not taken shall be accumulated from year to year.
7. The term "fiscal year" as it is used in this policy shall include the period from July 1 to June 30 of any given year.
8. When a teacher's personal illness leave is exhausted, the difference between the teacher's salary and the substitute's salary will be given, not to exceed five (5) calendar months.
9. Accrued sick leave shall be transferable with the bargaining unit member to other California public school districts in which the bargaining unit member later becomes employed, as allowed by law.
10. Personal illness leave is a form of sickness and accident insurance and may not be used for any other purpose, except as provided for in Education Code Section 44981.
11. For every absence, a teacher must fill out and submit to the Administration the District -provided absence form.
12. When a teacher uses their accumulated sick leave, as authorized in the Education Code Section 44978, said sick leave shall be reduced either by one day for one day of absence or if the absence is less than one day, by one hour for each hour or portion of an hour that the teacher is absent from their duties because of illness or injury.
13. For absences over five (5) days for personal illness or injury, the teacher must file with the administration office a certification of absence from their family physician with an authorization to return to work.

E. Leave For Industrial Accident Or Industrial Illness

1. A regular teacher who has been continuously employed in a regular position for a period of one (1) year and is injured or becomes ill as a result of doing a job to which they have been assigned by an officer of the District, shall receive full salary for the time they are absent because of the injury, not to exceed sixty (60) working days
2. In order for a teacher to qualify for benefits described in this policy, the teacher must file a teacher's report of industrial injury and a medical authority must certify that the teacher is unable to work.
3. The Board reserves the right to review at any time the eligibility of an individual case. The Board also reserves the right to require a second medical examination by a Board appointed physician, expense of which would be paid by the District.
4. Only after all industrial accident or illness leave is used, may a teacher use their

personal illness leave.

5. When a person is absent from their duties on account of an industrial accident or illness, they shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to their temporary disability indemnity under Division 4, of the Labor Code, will result in a payment to the teacher of not more than their full salary.
6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a teacher is receiving Workers Compensation, the teacher shall be entitled to use only so much of their accumulated or available sick leave, which when added to their temporary disability indemnity, will result in a payment to the teacher of not more than their full salary.
8. The teacher shall endorse to the District, wage loss benefit checks received under Worker's Compensation Laws of California. The District, in turn shall issue the teacher appropriate warrants for payment of salary and shall deduct normal retirement and other authorized contributions.
9. When Industrial Accident and Illness Leave and personal leave has been exhausted and the teacher is not medically able to assume the duties of their position, the teacher shall be placed on a reemployment list for a period not to exceed 39 months in accordance with appropriate seniority regulations. Exceptions shall be only in accordance with Education Code provisions.
10. The word "injury" as used in this policy, shall mean any accident or illness that was caused by job assignment and incapacitates the teacher so that the teacher is unable to perform assigned tasks and State Workers Compensation recognizes same as applicable for Workmen's Compensation payments.
11. Any injury on the job must be reported immediately. (The term "immediately" refers to the day of the injury.) If the teacher is unable to make the report, the department head should do so.
12. Provisions in this policy do not apply to injuries incurred while off duty.
13. Leave under this policy shall not be accumulative
14. The same requirement for certification of accident shall prevail as is included in the Board's policy on personal illness leave.

F. Absence for Personal Necessity

1. A teacher may elect to use up to seven (7) days of their sick leave for personal necessity absences. Days taken under this policy shall be in compliance with Education Code, Section 44981 and are non-accumulative. The Superintendent has discretion to grant, on the written request of a bargaining unit member, up to an additional ten (10) days of sick leave per year to be used for personal necessity reasons as defined in this Article.

2. Should a teacher elect to use their sick leave pursuant to Education Code Section 44981, there will be no pay deduction, and the teacher's sick leave credits shall be reduced accordingly.
3. Should the teacher not have any accumulated sick leave, or should the teacher elect not to use their accumulated sick leave pursuant to Education Code Section 44981, there shall be a salary deduction.
4. The reason for personal necessity shall be stated on the District form "Employee's Certification of Absence."
5. A letter of certification may be required. Such letter would be from the attending physician, courts, and officers of the law, officers of the banks, or others who may have knowledge of the personal necessity.
6. Examples of Qualifying Conditions:
 - (a) Death of a member of their family when additional leave is required beyond that provided in Section 45194 or death of a personal friend.
 - (b) Accident, involving their person or property, or the person or property of a member of their immediate family.
 - (c) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
 - (d) An illness of a member of the teacher's immediate family, sudden or serious in nature, which under the circumstances the teacher cannot reasonably be expected to disregard and which requires the attention during their assigned hours of service.
 - (e) The birth of a child, making it necessary for a teacher who is the father of the child to be absent from his position during his assigned hours of service. This is in addition to Family Care Leave (Article XIII).
 - (f) Imminent danger to the home of a teacher occasioned by a factor such as flood or fire, serious in nature which under the circumstances the teacher cannot reasonably be expected to disregard, and which requires the attention of the teacher during his assigned hours of service
 - (g) Personal business of a nature that cannot be transacted outside of assigned working hours and where there is no alternative as to person, time, or place for its transaction. The nature of such business must not involve payment for the teacher's services.
 - (h) Care for a recently adopted or foster child.
 - (i) Any other condition agreed to be a personal necessity by the teacher, principal and Superintendent.
 - (j) Two (2) No-Tell days per year with the following stipulations: 48-hour

notice and limited to two (2) per school or (8) per district. The language will include “for which the disclosure of business will not be required nor need to fall under the guidelines for personal necessity days”.

7. Limitations - Personal Necessity Does Not Include:
 - (a) Vacation
 - (b) Recreation
 - (c) Work Stoppage
 - (d) Seeking Employment
 - (e) Shopping
 - (f) Traveling
 - (g) Conferences (see Other Leaves)
 - (h) Other Employment
 - (i) Residential Upkeep
8. For the purpose of this policy, necessity is defined as a great and imperative need.

G. Jury Duty, Court Subpoena or Official Orders

1. Leave will be given to teachers for appearance in court as witness other than as a litigant, to serve on a jury, or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the teacher.
2. Such leave of absence will be granted with pay up to the amount of the difference between the teacher's regular earnings and any amount received for jury or witness fees, not including reimbursement for transportation expenses.
3. For every absence, the teacher must file a written explanation with the Superintendent on a District prepared form. Forms are available in each school office. Pay will be withheld until such certification is received

H. Other Absences

1. Religious Holidays. Other than holidays declared by Board Policy or by law, deduct full salary for time absent.
2. Act of God. Storm, flood, earthquake, etc., which is considered to be an act of God, and occurs within the boundaries of the River Delta Unified School District, or the residence of the teacher while employed by the District, shall be determined to be an emergency and treated as prescribed in Absence for Personal Necessity.
3. Personal Reasons. Deduct full salary for time absent.

- I. Teachers who are members of any reserve corps of the Armed Forces of the United States or the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty shall be granted leave and military leave pay as is provided in the Military and Veterans Code.
- J. Upon request, the Board shall individually consider each request for unpaid child rearing leave. Each request shall be considered upon the basis of the needs of the individual and the needs of the District.
- K. Two (2) days paternity leave, without loss of salary will be granted to teachers when imminent birth, (at the time of birth) makes it necessary for the teacher to be absent from his position. A doctor's verification may be required. Unusual conditions shall be subject to review by the Board.
- L. Leave for Health
 - 1. Any regular teacher of the District may, at the discretion of the Board, be granted a leave of absence without pay, for reasons of health, reasons being other than those provided for in Section 44978 of the Education Code.
 - 2. A teacher given a leave of absence under this rule must sign an agreement that they will give written notice of their intention to return to the Board no later than thirty (30) days before expiration date of the leave. Failure to notify the Board shall be considered as notice that the teacher will not return and that the position is vacant.
 - 3. The family physician must certify in writing as to the teacher's ability to return to full service.
 - 4. It must be agreed that the teacher will accept any position assigned by the Administration. Exceptions: certificated teacher's assignment must be in conformity to credential allowances.
- M. Sabbatical Leave
 - 1. At the discretion of the Board, sabbatical leave may be granted to superior certificated teachers.
 - 2. A teacher is eligible to apply who has served the District for seven (7) consecutive years and who has tenure in the District
 - 3. All applications for sabbatical leave shall be submitted in writing and shall include a full statement of the purpose and plans for use of such leave.
 - 4. Applications must be submitted to the Superintendent not later than April 1 of the year preceding the requested leave.
 - 5. The rate of pay for a certificated teacher on sabbatical leave shall be one-half the salary the teacher would have received had they remained in the service of the District.
 - 6. Upon being granted sabbatical leave, the teacher will sign an agreement to return to service, in compliance with the Education Code, Section 44963. Compensation shall be paid to the teacher while on leave in the same manner as if the teacher were teaching in the District.

7. Upon being granted sabbatical leave, a teacher shall provide a suitable bond or other guarantees, according to Education Code, Section 44969, indemnifying the Governing Board of the District against loss in the event the teacher fails to return to the District.
8. In case of injury or illness of the teacher during leave which prevents his completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If injury, illness or death prevent the teacher from fulfilling their agreement to return to service in the District for at least two (2) years, no repayment of leave salary will be required.
9. At the expiration of the leave the teacher shall be reinstated to the position held at the time of the granting of the leave, unless the teacher has agreed in writing to accept any position available in their credential authorization.
10. Not later than the day on which they return to active service in the District, the teacher who has taken sabbatical leave will file with the Superintendent a detailed report giving evidence that the program of study or travel agreed upon has been carried out.
11. Not more than two percent (2%) of the certificated teachers in the District shall be granted sabbatical leave in the same year.

N. Other Leaves

In all cases of voluntary absence, teachers must have substitutes for their classes beginning with the first day of absence. Requests to be excused from duty should be submitted to the Superintendent at least seven (7) days prior to the regular meeting of the Board to allow time for Board consideration of the request and determination of conditions relating to the leave, including whether or not deductions should be made from the teacher's salary. The following possibilities may be considered:

1. Leave may be granted, without loss of pay, at the discretion of the Board and on recommendation by the Superintendent for attendance at professional meetings of educational groups at which the Superintendent and Board feel for the benefit of the students of the District, the District should be represented. Travel expenses may be allowed for this purpose within the limits of the budget provision, (e.g., in-service programs, curriculum meetings, workshops, etc.).
2. Leave of absence to attend meetings or conventions of educational associations or societies, or to serve on committees or commissions of such organizations when the activities or purposes of the organization are for the benefit of the students and serve to advance the welfare of all schools through the upgrading and strengthening of the profession, may be granted upon request of the teacher and recommendation of the Superintendent, without loss of pay to the teacher, and with or without travel expense to the District, (e.g., Teachers of math, English, science, etc.). Budget requirements shall be based on the source of request.
3. Leaves may be granted to teachers for attendance at conventions or meetings of organizations composed of people engaged in education, but interested primarily in improving the working conditions of school teachers, upon request of the teacher and recommendations of the Superintendent. Deductions from the teacher's salary

may be limited to the amount required to pay a substitute, (e.g., CTA meetings, conferences, etc.).

4. Upon request of the teacher and recommendation of the Superintendent, leaves of absences may be granted to teachers who wish to attend conventions of civic or fraternal groups not connected with education in which they hold membership. The teacher's salary shall be deducted in the full amount for days absent for such leave, (e.g., Lodge, Chamber of Commerce, etc.).

O. Personal Leave Without Pay

The Board may grant a leave of absence to any teacher who has applied for disability allowance from the State Teachers Retirement System. This leave shall not extend thirty (30) days beyond the final determination of the disability allowance. If the teacher is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not for more than thirty-nine (39) months from the date of notification of the determination.

P. Catastrophic Leave Program

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave, vacation (if applicable), and other paid time off excluding differential.
2. The employee who is, or whose family member is, suffering from a catastrophic illness or injury must submit a written request to the Superintendent for a donation of eligible leave credits and provide medical verification of the catastrophic illness or injury as required by the District.
3. As in the case of all sick leave use, the continued use of donated eligible leave credits shall be subject to appropriate medical verification by physicians selected by the District. The request will be reviewed by a confidential committee comprised of the Superintendent/designee and the RDUTA president/designee for approval
4. Any certificated employee may transfer on a voluntary basis a portion of his or her accumulated leave credits up to five (5) days at a time, in daily increments, to another employee because of catastrophic or life-threatening sickness or accident. Any certificated employee may make additional donations up to five (5) days in the same calendar year if they so desire.
5. An employee may transfer credits by signing an authorization identifying the employee and the number of days accumulated leave to be transferred to the named employee. Sick leave may not be transferred by any employee who, following the transfer of the designated leave, will have less than fifteen (15) days of accumulated sick leave (Ed. Code 44043.5)
6. Eligible leave credits means sick leave accrued by the donating employee.
7. The employee who is voluntarily contributing the leave credits shall be responsible to fill out the necessary form to initiate this action and to deliver that form to the District's Personnel Department.
8. Excess donations – In the event that donations exceed the need of the individual making the request, the excess hours will be rebated to the donors, on a pro rata basis. For example, if

20 individuals made donations (160 hours), and 80 hours remain unused, then each donating employee would be rebated four hours of sick leave. Rebates shall always be in the form of sick leave, even if the original hours donated were vacation hours.

9. No employee may receive transferred leave credits from another employee unless the receiving employee has exhausted all accrued sick leave, vacation (if applicable) paid leave credits excluding differential.
10. The maximum amount of time for which donated leave credits may be used shall not exceed a period of twelve (12) consecutive months.

ARTICLE 14

PUBLIC CHARGESA. Complaints by Parents/Guardians

1. Parents or guardians of pupils enrolled in the District may present to the District informal (oral) and/or formal (written) complaints regarding teacher conduct. Parents or guardians should be encouraged to present informal (oral) complaints first with the teacher who is the subject of the complaint, or with that teacher's immediate supervisor, prior to presenting any formal (written) complaint to the District.
2. No negative or unsatisfactory evaluation or disciplinary action shall be predicated upon information or material of a derogatory or critical nature which has been received by the District from parents/guardians unless the following procedures have been followed:
 - (a) Any parent/guardian verbal complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint or their designee as soon as is practical, but in no event later than five (5) working days after receipt by the administrator. Any parent/guardian written complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint or their designee as soon as is practical, but in no event later than five (5) working days after receipt by the administrator.
 - (b) Should the involved unit member, the immediate supervisor, and/or the complainant believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member, the complainant, and the immediate supervisor or their designee. At the request of the unit member, an Association representative also may be present at the meeting. If the complainant refuses to attend the meeting, this may be noted by the unit member in any oral or written response to the complaint. The parties recognize that in certain circumstances the District may have a legal obligation to proceed with an investigation and/or possible disciplinary action even if a complainant refuses to meet with a bargaining unit member regarding a complaint.
 - (c) If the matter is not resolved at the meeting to the satisfaction of the complainant, or if the complainant refuses to attend the meeting, in order to pursue the complaint further the complaint must be put into writing by the complainant or their representative. A copy of any written complaint will be provided to the unit member as soon as is practical, but in no event later than five (5) working days after receipt by the administrator. The unit member shall be given reasonable release time during the work day without loss of compensation to review the complaint and, if desired by the unit member, to prepare a formal written response to the specific allegations of the complaint. Such written response, if any, shall be prepared by the unit member as soon as is practical, but in no event later than five (5) working days after receipt by the unit member.
 - (d) In the event that the District intends to call a meeting based on the complaint, the teacher shall be given written notification of the meeting, including a general description of the anticipated purpose of the meeting. This notification shall be given no less than five (5) calendar days prior to the meeting. The five (5) day period may be shortened with the agreement of the teacher.

- (e) No record of any parent/guardian complaint shall be kept if an investigation by the District shows that the complaint has no merit, and/or the District believes that no record shall be maintained, and/or the complaint is withdrawn by the complainant.

B. Complaints by Students

In general, the above procedures will be applied to student complaints. However, the parties recognize that in certain circumstances involving student complaints, depending on the age of the complaining student or the nature of the complaint, direct, formal meetings involving the student and the unit member may not be productive. The parties agree in such situations to explore methods of seeking to resolve the matter different from those applied in the case of parent/guardian complaints, for example, meetings between the unit member and the immediate supervisor, meetings between the unit member and the immediate supervisor and the parent of the complaining student.

C. Investigation/Discipline Procedure.

1. If the District is going to question a unit member about allegations of misconduct that might result in the discipline of the unit member, the District will inform the employee in advance of the general nature of the allegations against them and of the employee's right to have a union representative present at any questioning. Before any questions are asked, the employee shall be informed of the known specifics of the allegations against them.
2. No disciplinary action shall be taken, or paid administrative leave imposed until the employee has been informed of the known specific charges/allegations against them. No disciplinary action shall be taken or paid administrative leave of more than five (5) days imposed until the employee has been given a reasonable opportunity to respond to the charges/allegations. The paid administrative leave may be extended if the employee requests additional time to respond to the charges/allegations. This shall not affect the right of the District to immediately suspend employees in circumstances where such suspension is specifically authorized by the Education Code.
4. Alleged violations of this investigation/discipline procedure shall be subject to the contract grievance procedure.

ARTICLE 15

GRIEVANCE PROCEDUREA. Definitions

1. Grievance: A grievance is an alleged violation of a specific article or section of this contract which affects the grievant.
2. Representative: A representative is an Association representative chosen by the grievant.
3. Grievant: A grievant is the unit member, unit members or the River Delta Unified Teachers' Association making the claim.
4. A Workday: A work day is any day that the District Administrative Offices are open for business.

B. Informal Conference

1. Alleged grievances shall be discussed in private, informal conference with the grievant's immediate administrator and may include conferees.
2. A grievant must attempt to resolve the problem within twenty (20) work days after the grievant knew or reasonably should have known of the circumstances which formed the basis for the grievance.
3. If the same alleged grievance is made by more than one (1) teacher against one (1) respondent, only one (1) teacher on behalf of self and the other complainants may process the complaint through the adjustment procedure. Names of aggrieved parties shall appear on all documents related to the settlement of the grievance.
4. The grievant and the RDUTA. job representative shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.

C. Level One

1. Within ten (10) days after the informal conference with the administrator identified in section B.1., above, but in no event later than thirty (30) days after the grievant knew of the basis for the grievance, the grievant must present their grievance in writing to the administrator with immediate supervisory responsibilities for the position to which the grievant is assigned.
2. This statement shall be a clear concise statement of the grievance, and:
 - (a) The contract provision for which there is an alleged violation;
 - (b) The circumstances on which the grievance is based;

- (c) The person involved;
 - (d) The decision rendered at the private conference;
 - (e) The remedy sought.
3. Copies of this statement plus the decision of the administrator will be sent to the certificated teacher organization.
 4. Within ten (10) days the administrator shall communicate their decision to the teacher in writing. If the administrator does not respond within the time limit, the grievant may appeal to the next level.
 5. Either party to the grievance shall have the right to request a personal conference in order to resolve the grievance. Either party may request the presence of one (1) conferee.

D. Level Two

1. Within ten (10) days after meeting with the administrator in Level 1, the grievant may appeal the decision to the Superintendent. The appeal shall be made in writing.
2. Within ten (10) days after the delivery of the appeal, the Superintendent shall investigate the grievance including giving all persons who participated in Level One a reasonable opportunity to be heard.
3. Within ten (10) days after the delivery of the appeal, the Superintendent shall submit their decision in writing, together with the supporting reasons, to the grievant, the administrators involved and the certificated teacher organization.
4. The Association, either on its own behalf or on behalf of the affected teachers, may initiate a grievance which affects more than one (1) teacher in a single building or teachers in more than one (1) building at Level Two.

E. Level Three

1. The Association, by written notice to the Superintendent, may submit the grievance to advisory arbitration. Such written notice must be submitted within fifteen (15) days after the date the Superintendent's decision was due, or within fifteen (15) days of the date the Superintendent's decision was issued, whichever date is earlier. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator prior to any hearing on the merits of the grievance.
2. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, the parties will request a list of at least seven (7) arbitrators from the California State Mediation and Conciliation Services (CSMC). The parties will select an arbitrator by alternate striking of names until only one name remains. Counting from the first grievance filed during the school year, the District shall strike first on all odd numbered grievances and the Association shall strike first on all even numbered grievances.
3. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it

is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be advisory to the parties to this Agreement.

4. All claims for the services of the arbitrator, including, but not limited to, per diem expenses, his travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them. (highlighted portion Not in TA, COULD BE ERROR)

F Level Four

1. If either party fails to appeal the award within the time limits established, the recommendation of the arbitrator shall be implemented; however, if either of the parties is not satisfied with the recommendations of the advisory arbitrator, a written appeal may be made to the Governing Board within ten (10) days following receipt of the advisory arbitrator's report. A copy of the appeal shall be submitted to the Superintendent (and the other parties to the grievance), i.e., grievant, immediate supervisor.
2. The Board has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory, and if, upon review, the Governing Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.
3. When the Board has reached a decision, the Superintendent or designee will be directed to inform the parties and implement the decision.
4. Nothing in this Article shall preclude the grievant from seeking judicial review of the Board's decision.

G. Miscellaneous

1. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level Two.
2. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, they will, upon notice to the Principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
3. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.
 5. Upon the mutual agreement of the Association and the Superintendent, a grievance may be taken directly to advisory arbitration.
 6. A teacher may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to the arbitration and such adjustment is not inconsistent with terms of the written agreement. If a teacher presents a grievance on their own behalf, the Association shall have the right to be present and state its views on all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance.
 7. The time limit provided for in this policy may be extended by mutual written agreement of the parties. Any decision not appealed within the limits from one level to the next level in the grievance article shall be considered settled on the basis of the last decision and not subject to further appeal.
- H. Upon the mutual agreement, arbitration may be held under the Expedited Rules of the SMCS. Notice of such option shall accompany the demand for advisory arbitration.

ARTICLE 16
SALARY

- A. The salary schedule has been updated to reflect the following:
- 7% increase effective July 1, 2021
 - 10% increase effective July 1, 2022
 - 8% increase effective July 1, 2023
- B. Teachers who request their annual salary in twelve (12) equal payments may request that the July and August payments be made at the same time as the June payment. This shall be applicable only if County Policy permits such payment distribution.
- C. The "variable payroll" is that pay which is earned for extra duty, substitute, or other short-term employment. Teachers being paid on the "variable payroll" shall normally receive their salary warrant on the 10th of each month.
- D. The Administration shall, upon written request, meet with an Association committee to discuss the District budget.
- F. Salary Credit for Curriculum Projects
1. A teacher may earn up to two (2) units of credit per year toward the salary schedule for District curriculum projects. A teacher may earn a maximum of six (6) units for curriculum work while a teacher of the River Delta Unified School District.
 2. The units may be applied to both regular and anniversary increments.
 3. All projects are contingent on District needs and the approval of the Superintendent.
- G. Staff Development Workshops. Teachers attending District- sponsored workshops or in-services shall be eligible to receive hourly credit towards units for salary schedule movement. Such in-services and workshops shall not include contracted work hours of teachers, such as staff development days and the two (2) in-service days prior to the beginning of the school year. Fifteen (15) hours of credit at such workshops shall be equivalent to one (1) unit for purposes of salary schedule movement. The District will be responsible for maintaining records of attendance at such workshops or in-services.
- H. Professional Growth Recognition. Up to three units of credit may be earned for approved professional growth programs for each five-year professional growth program. Each unit earned will require 15 hours of approved program effort. No units will be provided for any portion of the professional growth program that is either funded by the district, performed during the normal work day or earns units from a college or university or other district policy. The following is a list of those professional growth activities that may be approved for salary schedule credits.
1. District-sponsored conferences, workshops, teacher center programs or staff development programs.
 2. Pre-approved out-of-district workshops or staff development programs.
 3. Pre-approved service in a leadership role in the district.

4. Pre-approved educational research and innovation
 5. Pre-approved professional exchange programs, programs of independent study, creative endeavors and cultural experience
- I. Credit for advancement from one class to the next on the salary schedule shall be as set forth in Board Policy 4141. In order to advance from one class to another on the salary schedule with an effective date of September 1 of a school year, proof of completion of units must be submitted by October 1 of that school year. In order to advance from one class to another on the salary schedule with an effective date of February 1 of a school year, the teacher must, by the previous October 1, submit a letter of intent to complete units by February 28, and must then submit proof of completion of units by March 1 of that school year.
- J. If either the CSEA or the Administrator or confidential employees negotiate and agree upon an agreement that provides a total compensation greater than what is listed in provision #1 and #2, the District shall provide an equivalent compensation agreement to RDUTA.
- K. Longevity. Bargaining unit members shall receive an \$800 Longevity Bonus at the beginning of their 15th year of service, and each year thereafter, which shall increase by \$800 every 5 years of continuous service, with a maximum of \$4000 upon the beginning of 35 years of service in the district. This bonus shall go into effect upon ratification of this agreement. Every currently employed bargaining unit member who has already begun 15 or more years of service in RDUSD shall receive the associated bonus commensurate with their years of service.

ARTICLE 17
EMPLOYEE BENEFITS

A. District Contribution Rates

1. Teachers Taking Medical Insurance. Upon approval from the River Delta Unified School District Board of Trustees, the District's shall contribute up to \$1,500 monthly for health insurance premiums per unit member and/or unit member with covered dependents. Premium amounts in excess of the limit will be collected from enrolled employees via payroll deductions and submitted by the District to the insurance company(s).
2. Teachers Not Taking Medical Insurance. For full time teachers with a first date in paid service before July 1, 2001, who do not take District-provided medical insurance, the District will pay \$300 per month in addition to regular pay. For full time teachers with a first day in paid service on or after July 1, 2001, but prior to December 31, 2003, who do not take District-provided medical insurance, the District will pay \$150 per month in addition to regular pay. No cash payment in lieu of benefits will be made to teachers with a first day in paid service on or after December 31, 2003. In order to be eligible to receive pay under this section, a teacher must provide to the District proof of medical insurance coverage from another source. If no such proof is provided, the teacher will not receive a payment under this section, and will be enrolled in a District sponsored medical insurance program.
3. Teachers Taking Medical Insurance Costing Less Than Cash in Lieu Rate. A full time bargaining unit member taking District provided medical insurance may also be entitled to a cash payment, calculated as follows: taking the cash in lieu allocation of \$300 or \$150, depending on date of hire, and reducing it by the amount spent for health and welfare benefits for the employee, the remaining amount, up to a total District expenditure of \$300 or \$150 per month, depending on date of hire, will be paid to the employee. No cash payment will be made to teachers with a first day in paid service on or after December 31, 2003.
4. Benefits Available. The types of such benefits which may be purchased are: Medical insurance, dental insurance, vision insurance and life insurance (purchase of life insurance is mandatory). Summary plan descriptions are available in the District' Business Office. The District will provide unit members with an explanation of benefits for all available insurance coverage options to enable employees to make informed decisions regarding benefit coverage choices.
5. Teachers Working Less Than A Full Work Year. Full-time teachers who work less than a full-year shall receive an appropriate proration of the annual benefit based on the number of months worked and their first date in paid service (either before or after July 1, 2001). Teachers assigned to work a full year, but less than one-half ($\frac{1}{2}$) time per work day shall not receive any benefit allocation. Teachers assigned to work a full year, but who work between one-half ($\frac{1}{2}$) time up to three-quarters ($\frac{3}{4}$) time shall receive an appropriate proration of the annual benefit allocation (determined by first date in paid service) based on the number of hours worked. Teachers who work three-quarters ($\frac{3}{4}$) time and more shall be considered to be full-time for purposes of calculating the benefit allocation

- B. The parties agree that any health benefit increase, paid by the District, shall be considered

as a factor in the total compensation for teachers.

- C. The District and the Association agree to endeavor to form a representative committee every three (3) years beginning in the fall of 2017, to review the medical insurance options and plan structures currently available, and to further review possible modifications to the options and plan structures in an effort to determine whether more cost effective coverage is available. The findings from this review will be made available to the Association president and the RDUTA Executive Board. It is understood that CSEA will also have a representative on this committee for the interest of the members of CSEA.

- D. In May of 2018 and every even numbered year (2018, 2020, etc.) the District will conduct a survey by secret ballot election of unit members for the purpose of determining whether the District should purchase multi-tiered health insurance as opposed to composite rate health insurance. The survey of unit members will be conducted in conjunction with a larger survey of all employees of the District, including those who are not part of the RDUTA bargaining unit. Only employees who are actually enrolled in a District-provided insurance plan (medical, vision, dental) shall be able to participate in the voting with regard to any possible change in that plan. The results of the election will be binding.

ARTICLE 18

RETIREMENT

A. The District shall provide each teacher who reaches the age of fifty-five (55) years a resume of the teacher's years of service, retirement contributions, pro rata value of the teacher's sick leave and other pertinent data concerning the teacher's retirement status. The District shall provide eligible teachers with an updated resume each year until the date of the teacher's retirement.

B. Retiree Health Benefits

1. Bargaining unit members who have been employed by the District for at least the final fifteen (15) years of their employment as a teacher, and who have reached the age of fifty-five (55) years shall be entitled to the following retirement benefits, up to the age of sixty-five (65).

- a. District will pay up to seven hundred fifty dollars (750) monthly for the purchase of health, dental, vision, and/or life insurance coverage. Such coverage shall be in the same group plans available to active bargaining unit members.
- b. After payment of premiums identified in section B.2, above, if any dollar amount remains, up to a maximum of \$750 per month, said dollar amount will be paid to the retired bargaining unit member on a periodic basis (12 times per year), but shall not be included in the IRC Section 125 Cafeteria Plan.
- c. These benefits, above, shall also be available to the retiree's spouse and eligible dependents if the retiree opts to pay the premium for the benefits. Premiums for such insurance shall be paid by the retiree to the District monthly.
- d. Retiree benefits shall be prorated based on the average number of hours worked during the employee's total District work years.
- e. The above stated benefit in section B.2 will also apply to employees who have been designated STRS certificated disability recipients and have been employed by the District for a minimum of fifteen (15) years.
- f. f. Bargaining unit members who retired prior to July 1, 2023, and were receiving \$400 monthly retiree health benefits under this section B shall continue to receive a benefit of \$400 monthly under section B.1.a and B.1.b. up to the age of sixty-five (65) years.

2. CalSTRS reduced Workload Program

1. The option to participate in the CalSTRS Reduced Workload Program (commonly referred to as the Willie Brown Reduced Work Year and set forth in CA Ed Code Sections 22713 and 44922) shall be exercised at the request of the bargaining unit member and can be revoked only with the mutual consent of the employer and employee. It is the parties intent that

this language follow the statutory language of the CalSTRS Reduced Workload Program and in the event of a conflict between the language of this article and the law, the law will govern.

2. On or before January 1, the District shall mail a letter to each teacher who will be eligible for the Reduced Workload Program as of the commencement of the ensuing school year. Such letter shall include the following:
 - (a) That such teacher is eligible for the particular program.
 - (b) A clear explanation of the enrollee's benefits and duties as a participant in the Reduced Workload Program.
 - (c) The process and timelines by which an eligible employee electing to participate in this program shall make their interest known to the district.
 - (d)
3. Eligible bargaining unit members desiring to participate in the Reduced Workload Program shall submit a letter of intent to participate to the District Superintendent or designee no later than March 1 of the school year prior to entering the Reduced Workload Program, unless in the judgment of the District, circumstances of an unusual and/or emergency nature exist that preclude a timely request, and the granting of the late request will not be contrary to the best interest of the district.
 - (a) For the 2023-24 school year only, unit members desiring to participate in the Reduced Workload Program for the 2023-24 school year shall submit their letter of intent to the District Superintendent or designee by no later than June 15th, 2023.
4. Eligibility
 - (a) The unit member must have reached age fifty-five (55) years or older prior to the start of the school term of the first school year of the agreement for which the unit member's workload is reduced.
 - (b) The unit member must have a minimum of ten (10) years of credited service in the Defined Benefit Program (CalSTRS) prior to the start of the school term of the first school year of the agreement to reduce the member's workload.
 - (c) The unit member must have been employed on a full-time basis to perform creditable service under the Defined Benefit Program (CalSTRS) each year of the five school years immediately preceding the first school year in which the member's workload is reduced, without having a break in service. A district approved leave of absence shall not constitute a break in service for the purposes of determining a unit member's eligibility.
 - (d) Participation in the Reduced Workload Program will not become effective until the unit member's eligibility with CalSTRS has been confirmed.
5. The total time in which a member reduces his or her workload pursuant to Ed Code 22713 shall not exceed ten (10) school years.

6. District and participating unit member's contributions to CalSTRS shall be equal to the amount required if the participating unit member worked full-time for the entire school year.
7. The minimum part-time employment shall be equivalent to one-half of the number of days of service required by the unit member's contract of employment during his or her final year of service in a full-time position.
8. The participating member shall be paid a salary that is the pro-rata share of the salary they would be earning had they not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment.
9. A participating unit member shall be eligible for advancement on the salary schedule in the same manner as full-time unit members.
10. A participating unit member shall earn sick leave on a pro-rata basis.
11. The unit member and site administrator shall work together to determine a mutually agreeable work schedule. Every attempt will be made to reach mutual agreement, however absent mutual agreement, the final decision for the work schedule shall be determined by the Superintendent's designee.
12. A participating unit member shall receive the same credit toward retirement under CALSTRS that they would have received if employed on a full-time basis.

ARTICLE 19

NEGOTIATION PROCEDURES

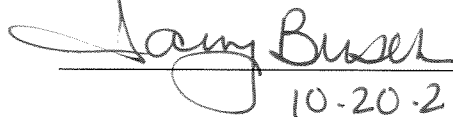
- A. Board and Association representatives shall meet and negotiate in good faith on those items within the scope of negotiations. Negotiations for successor Agreements to this Agreement, or negotiations pursuant to any re-opener provisions of this Agreement, shall commence only after compliance with the public disclosure laws ("sunshining laws"). Any agreement reached between the parties shall be reduced to writing and signed by them. In addition to Salary and Benefits, the District and the Association shall open not more than two articles, each for negotiations. In July 2019 and every three years thereafter, the entire contract will reopen.
- B. Either party may utilize the services of outside consultants to assist in the negotiations.
- C. The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- D. Negotiations shall take place at mutually agreeable times and places.
- E. A reasonable amount of release time shall be granted to no more than five (5) Association Representatives for the purpose of attendance at Negotiation Meetings.
- F. The Board shall provide, without charge, upon written request of the Association, one (1) copy of any non-confidential public documents or reports.
- G. Within ninety (90) calendar days (excluding any days in the months of July and August) after ratification of the Agreement by both parties, the District shall have one copy of the final collective bargaining agreement distributed to each unit member in the District.

ARTICLE XX

DURATION

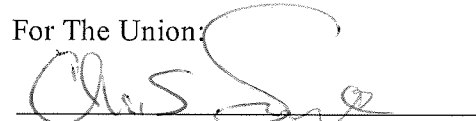
This Agreement shall be effective upon ratification by the parties and shall continue in full force and effect up until June 30, 2024.

For The District:



10-20-23

For The Union:



10-18-23

APPENDIX A

RIVER DELTA UNIFIED SCHOOL DISTRICT

Credentialed Staff

Salary Schedule

FY 2023-2024

Effective July 1, 2023

Years of Service Completed	Step	Class I	Class II	Class III	Class IV	Class V
		BA	BA + 30	BA + 45	BA + 45 + MA or BA + 60	BA + 60 + MA or BA + 75
0	1	\$61,629	\$62,076	\$62,522	\$63,414	\$64,306
1	2	\$61,809	\$62,522	\$62,964	\$63,856	\$64,750
2	3	\$61,986	\$63,414	\$63,856	\$65,196	\$66,978
3	4	\$62,166	\$64,306	\$65,196	\$66,530	\$69,654
4	5	\$62,343	\$65,641	\$66,530	\$68,763	\$72,327
5	6	\$62,522	\$67,873	\$69,205	\$72,327	\$76,789
6	7	\$62,699	\$69,654	\$72,327	\$75,001	\$79,013
7	8	\$62,879	\$71,437	\$75,001	\$77,676	\$81,243
8	9	\$63,055	\$71,614	\$77,676	\$80,349	\$83,918
9	10	\$63,055	\$71,792	\$79,456	\$83,024	\$86,589
10	11	\$63,055	\$71,968	\$79,904	\$85,698	\$89,264
11	12	\$63,055	\$72,148	\$80,081	\$87,481	\$91,938
12	13	\$63,055	\$72,327	\$80,260	\$87,661	\$95,502
13	14	\$63,055	\$72,327	\$80,439	\$87,839	\$97,286
14	15	\$63,055	\$72,327	\$80,617	\$88,016	\$97,731
15	16	\$63,055	\$72,327	\$80,794	\$88,195	\$98,180
16	17	\$63,055	\$72,327	\$80,971	\$88,371	\$98,622
17	18	\$63,055	\$72,327	\$81,149	\$88,549	\$99,514
18	19	\$63,055	\$72,327	\$81,149	\$88,727	\$99,959
19	20	\$63,055	\$72,327	\$81,149	\$88,909	\$100,404
20	21	\$63,055	\$72,327	\$81,149	\$89,085	\$101,296
21	22	\$63,055	\$72,327	\$81,149	\$89,264	\$102,187
22	23	\$63,055	\$72,327	\$81,149	\$89,440	\$104,415
23	24	\$63,055	\$72,327	\$81,149	\$89,622	\$105,311
24	25	\$63,055	\$72,327	\$81,149	\$89,799	\$109,766

Stipends: MA Bonus: \$1000 Doctorate: \$1000 BCLAD: \$1000

Longevity Increments:

An increment of eight-hundred dollars (\$800) will be granted for services within the district at fifteen (15) years, twenty (20) years, twenty-five (25) years, thirty (30) years, and thirty-five (35) years

11-08-2022 Board Approved 10%

10-11-2023 Board Approved 8%

RIVER DELTA UNIFIED SCHOOL DISTRICT
 High School Counselor- 202 Work Days
 Teacher on Special Assignment (TOSA) - 202 Work Days
 Speech Therapist- 183 Work Days
 Salary Schedule
 FY 2023-24
 Effective July 1, 2023

Years of Service Completed	Step	Class I	Class II	Class III	Class IV	Class V
		BA	BA + 30	BA + 45	BA + 45 + MA or BA + 60	BA + 60 + MA or BA + 75
0	1	\$72,106	\$72,627	\$73,153	\$74,197	\$75,235
1	2	\$72,316	\$73,153	\$73,669	\$74,713	\$75,760
2	3	\$72,523	\$74,197	\$74,713	\$76,281	\$78,363
3	4	\$72,732	\$75,235	\$76,281	\$77,845	\$81,495
4	5	\$72,939	\$76,802	\$77,845	\$80,450	\$84,623
5	6	\$73,153	\$79,409	\$80,970	\$84,623	\$89,838
6	7	\$73,359	\$81,495	\$84,623	\$87,750	\$92,443
7	8	\$73,570	\$83,582	\$87,750	\$90,883	\$95,051
8	9	\$73,775	\$83,789	\$90,883	\$94,010	\$98,184
9	10	\$73,775	\$83,998	\$92,963	\$97,140	\$101,310
10	11	\$73,775	\$84,203	\$93,490	\$100,265	\$104,438
11	12	\$73,775	\$84,414	\$93,693	\$102,353	\$107,566
12	13	\$73,775	\$84,623	\$93,904	\$102,562	\$111,739
13	14	\$73,775	\$84,623	\$94,109	\$102,771	\$113,824
14	15	\$73,775	\$84,623	\$94,322	\$102,978	\$114,345
15	16	\$73,775	\$84,623	\$94,530	\$103,189	\$114,869
16	17	\$73,775	\$84,623	\$94,735	\$103,395	\$115,387
17	18	\$73,775	\$84,623	\$94,945	\$103,605	\$116,434
18	19	\$73,775	\$84,623	\$94,945	\$103,810	\$116,955
19	20	\$73,775	\$84,623	\$94,945	\$104,025	\$117,477
20	21	\$73,775	\$84,623	\$94,945	\$104,230	\$118,515
21	22	\$73,775	\$84,623	\$94,945	\$104,438	\$119,560
22	23	\$73,775	\$84,623	\$94,945	\$104,648	\$122,164
23	24	\$73,775	\$84,623	\$94,945	\$104,857	\$123,211
24	25	\$73,775	\$84,623	\$94,945	\$105,063	\$128,425

Stipends: MA Bonus: \$1000 Doctorate: \$1000 BCLAD: \$1000

Longevity Increments:

An increment of eight-hundred dollars (\$800) will be granted for services within the district at fifteen (15) years, twenty (20) years, twenty-five (25) years, thirty (30) years, and thirty-five (35) years

11-08-2022 Board Approved 10%

10-11-2023 Board Approved 8%

RIVER DELTA UNIFIED SCHOOL DISTRICT

Elementary School Counselor- 202 Work Days

Salary Schedule

FY 2023-24

Effective July 1, 2023

Years of Service Completed	Step	Class I	Class II	Class III	Class IV	Class V
		BA	BA + 30	BA + 45	BA + 45 + MA or BA + 60	BA + 60 + MA or BA + 75
0	1	\$64,997	\$65,466	\$65,938	\$66,880	\$67,821
1	2	\$65,188	\$65,938	\$66,406	\$67,348	\$68,291
2	3	\$65,372	\$66,880	\$67,348	\$68,759	\$70,637
3	4	\$65,562	\$67,821	\$68,759	\$70,168	\$73,457
4	5	\$65,748	\$69,229	\$70,168	\$72,520	\$76,280
5	6	\$65,938	\$71,581	\$72,986	\$76,280	\$80,981
6	7	\$66,124	\$73,457	\$76,280	\$79,100	\$83,330
7	8	\$66,315	\$75,342	\$79,100	\$81,919	\$85,680
8	9	\$66,502	\$75,528	\$81,919	\$84,739	\$88,502
9	10	\$66,502	\$75,714	\$83,800	\$87,562	\$91,322
10	11	\$66,502	\$75,901	\$84,272	\$90,381	\$94,140
11	12	\$66,502	\$76,092	\$84,457	\$92,263	\$96,963
12	13	\$66,502	\$76,280	\$84,646	\$92,451	\$100,723
13	14	\$66,502	\$76,280	\$84,833	\$92,637	\$102,600
14	15	\$66,502	\$76,280	\$85,022	\$92,825	\$103,073
15	16	\$66,502	\$76,280	\$85,211	\$93,013	\$103,543
16	17	\$66,502	\$76,280	\$85,396	\$93,205	\$104,012
17	18	\$66,502	\$76,280	\$85,584	\$93,391	\$104,951
18	19	\$66,502	\$76,280	\$85,584	\$93,577	\$105,422
19	20	\$66,502	\$76,280	\$85,584	\$93,768	\$105,891
20	21	\$66,502	\$76,280	\$85,584	\$93,956	\$106,834
21	22	\$66,502	\$76,280	\$85,584	\$94,140	\$107,773
22	23	\$66,502	\$76,280	\$85,584	\$94,327	\$110,119
23	24	\$66,502	\$76,280	\$85,584	\$94,518	\$111,064
24	25	\$66,502	\$76,280	\$85,584	\$94,704	\$115,763

Stipends: MA Bonus: \$1000 Doctorate: \$1000 BCLAD: \$1000

Longevity Increments:

An increment of eight-hundred dollars (\$800) will be granted for services within the district at fifteen (15) years, twenty (20) years, twenty-five (25) years, thirty (30) years, and thirty-five (35) years

11-08-2022 Board Approved 10%

10-11-2023 Board Approved 8%

APPENDIX B

EXTRA-CURRICULAR DUTY PAY

1. Extra-curricular duties are for services rendered beyond the regular teaching assignment.
2. Coaches and staff who are compensated in accordance with the Extra-Curricular Duty Pay will receive a fixed stipend in accordance with the following schedule:

Group 1- will be paid a stipend of \$ 3200
 Group 2- will be paid a stipend of \$ 2700
 Group 3- will be paid a stipend of \$ 2200
 Group 4 - will be paid a stipend of \$ 1700
 Group 5 - will be paid a stipend of \$ 1000

Group 1	<ul style="list-style-type: none"> ● High School Head Varsity coaching positions for the following sports: <ul style="list-style-type: none"> ○ Baseball ○ Basketball ○ Cheer ○ Cross Country ○ Football ○ Golf ○ Soccer ○ Softball ○ Swimming ○ Track ○ Volleyball ○ Wrestling 	\$3200
Group 2	<ul style="list-style-type: none"> ● Junior Varsity Head coaching positions for the following sports: <ul style="list-style-type: none"> ○ Basketball ○ Baseball ○ Football ○ Softball ○ Volleyball ● High School Assistant Varsity coaching positions for the following sports: <ul style="list-style-type: none"> ○ Cross Country ○ Football ○ Track ○ Wrestling ● Radio Rio Chief Operator 	\$2700
Group 3	<ul style="list-style-type: none"> ● Academic Decathlon Coach ● Health Education Instructor ● High School Yearbook Advisor ● Middle School Yearbook Advisor ● Music Activity Director 	\$2200
Group 4	<ul style="list-style-type: none"> ● All Middle School Athletic Head coaching positions 	\$1700

	<ul style="list-style-type: none"> ● FHA Advisor ● FFA Advisor ● Newspaper Advisor ● Play Director 	
Group 5	<ul style="list-style-type: none"> ● Elementary Yearbook Advisor 	\$1000

3. A sports program may be entitled to receive an Assistant Varsity Coach and/or Junior Varsity Head Coach if all of the following criteria are met:

1. The program requires travel to CIF-sanctioned events in which students compete
2. The program includes more than twenty (20) students

4. If a co-ed program requires travel to a CIF-sanctioned event in which students are to report and compete in different locations at the same time, the Assistant Varsity Coach will be granted release time to travel with the team.

5. Effective July 1, 2023 the variable rate of pay shall be forty-eight (\$48) dollars per hour.

6. Other Extra-Duty Assignments. In recognition for the additional work before, during, and after the regular school year in lieu of variable pay, the following positions shall receive:

- Vocational Agriculture Teacher(s), if assigned as an FFA Advisor: 17% of Teacher’s Salary
- Athletic Director, one period for AD if an on-site teacher in lieu of 17%, or 17% of the current Teacher Salary Schedule Class V Step 1
- Teacher(s) On Special Assignment (TOSA), shall be placed on the High School Counselor Salary Schedule
- Intern Support Provider(s), \$1000 per mentee

7. Special Ed Teachers. Newly hired or newly assigned, full credentialed Special Education Teachers shall be paid \$2,500 at the end of the first Semester of their first year in the district or assignment and \$2,500 at the end of the first semester of their second year in the district or Assignment.

8. Adult Education, Home Teaching, Summer School: Paid at the variable rate

9. Unit members accompanying students to overnight outdoor education/Science School will receive \$300 per day. The administrator will take the lead on the fundraising for Outdoor Education/Science Camp.

10. Teacher-in-Charge Stipend

1. The following sites would utilize a teacher-in-charge: Riverview Middle, D.H. White Elementary, Walnut Grove Elementary, Isleton Elementary, Bates Elementary (which includes Mokelumne High, and Community Day) Schools.
2. If the teacher-in-charge was called into use, they shall be paid the variable rate of pay. Any time spent under an hour would be compensated at a full-hour rate. So, if the teacher-in-charge took 1½ hours to perform the duty, she/he would fill out a timecard for 2 hours of duty. The timecard would be signed by the principal immediately upon their return to the site. If a teacher-in-charge performs duties outside of the said school day (dances, athletic events, etc.), the teacher-in-charge will submit a timecard for the entire time spent supervising the event.

RIVER DELTA UNIFIED SCHOOL DISTRICT
RIVER DELTA TEACHERS ASSOCIATION
APPENDIX C

PEER ASSISTANCE AND REVIEW PROGRAM (PAR)

1. PROGRAM REVIEW

PURPOSE:

The purpose of the PAR program is to assist all unit members in improving performance in subject matter areas and/or teaching strategies.

COMPONENTS: The Program shall have two components:

Permanent Teacher Intervention Program:

This component shall provide interventions by Consulting Teachers to permanent teachers referred to the program.

Voluntary Participation Program:

This component provides peer assistance to permanent teachers desiring assistance in improving their practice.

Instruction/Curriculum Assistance Program: This program provides instructional and curricular leadership in the district.

DEFINITION:

PAR Panel

A committee of five (5) members organized to carry out the provisions of the PAR Program

Consulting Teacher

A permanent unit member who provides leadership and support services as assigned by the PAR panel in the following areas:

1. Assisting voluntary participants
2. Provide assistance and review for Participating Permanent Teachers

Voluntary Participant

A permanent unit member who voluntarily requests participation and who is accepted into the program

Participating Permanent Teacher

A permanent unit member who is assigned to the PAR program to resolve deficiencies

Peer Assistance

Assistance provided by a Consulting Teacher to Voluntary Participant

Peer Review

Assistance and documentation of progress provided by a Consulting Teacher to a permanent unit member assigned to the PAR Program

Association

River Delta Unified Teachers Association

District or RDUSD

River Delta Unified School District

2. PROGRAM PROCESS/PAR PANEL PROCEDURES

- A. The program shall be governed by the PAR panel composed of five (5) members. Members will include the Association President or designee, two members appointed by the President and two administrative members appointed by the Superintendent.

- B. Decisions will be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least three (3) members.
- C. The chairperson shall be alternated each year between an association representative and an administrative representative.
- D. The PAR panel will meet at least four times annually. To hold meetings, three of the five members must be present (no less than two teacher representatives and one administrative representative). Such meetings may take place during the regular workday. Teachers who are members of the panel will be released from their regular duties without loss of pay.

PANEL RESPONSIBILITIES:

- A. Develop operational procedures and forms subject to approval by the certificated negotiating team.
- B. Develop the program budget subject to Board of Trustees approval.
- C. Provide for training the panel members and Consulting Teachers.
- D. Determine the number of Consulting Teachers needed depending on number of referrals, the budget available, and other relevant considerations.
- E. Select Consulting Teachers and assign duties.
- F. Evaluating Consulting Teachers and their documentation. The documentation of such evaluations shall not be made a part of the personnel file, except upon the express written request of the Consulting Teacher.
- G. Accept or reject repeat referrals for intervention from principals.
- H. Accept or reject voluntary requests for assistance from individual teachers depending on number of referrals, the budget available and other relevant considerations.
- I. Make available a list of Consulting Teachers (not less than two) for selection by Participating Permanent Teachers. If a Participating Permanent Teacher requests a change in Consulting Teacher after one is assigned, the assignment will be made at the discretion of the PAR panel.
- J. Review interventions of the Consulting Teacher.
- K. Review reports of the Consulting Teacher regarding the Participating Permanent Teacher's program in the PAR Program and report final recommendation(s) to the Participating Permanent Teacher, Principal and the Board of Trustees.
- L. Evaluate annually the impact of the PAR Program and make recommendations for improvement.

CONFIDENTIALITY AND DUTY TO INDEMNIFY:

- A. All proceedings and materials related to the administration of this program shall be confidential except in response to a subpoena or order of the court. The final recommendation from the PAR panel shall be placed in the Participating Permanent Teacher's personnel file as per Education Code §44500(b)(7). Panel members and Consulting Teachers may disclose such information only as necessary to administer this program.
- B. The Progress Reports and other documents may be viewed only by the Principal, Consulting Teacher and panel members who need such documents to assist the participating member at a later date.
- C. Voluntary Participants in the PAR Program shall have any materials generated through the PAR Program returned to them at the conclusion of their participation.

- D. The District shall defend and hold harmless individual PAR members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program.

3. **CONSULTING TEACHERS**

While terms of Consulting Teachers may vary depending on need, a two-year term is recommended. Terms will be staggered to provide continuity in the program.

QUALIFICATIONS:

- A. Permanent status and at least three years of recent experience in the District as a teacher
- B. Demonstrated exemplary teaching ability
- C. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts
- D. Ability to communicate effectively both orally and in writing
- E. Ability to work cooperatively and effectively with others

SELECTION:

- A. Vacancies will be posted at all sites and in the District Office. In addition to an application and a resumé of experience and qualifications, applicants must submit at least three references (a RDUSD administrator, a unit member and one other) who have direct knowledge of the applicant's abilities to be a Consulting Teacher.
- B. Consulting Teachers shall be selected by a majority vote of the PAR panel.

DUTIES:

The Consulting Teacher provides assistance in one or more of the following ways:

1. Develop a growth plan with their assigned teacher.
2. Make multiple visits and/or observations of the teacher during periods of classroom instruction
3. Meet and consult with the Principal of the teacher, except for Voluntary Participants.
4. Demonstrate good practice to the teacher or provide opportunities to observe exemplary teachers.
5. Accompany the teacher to district-level professional development or conference and workshop attendance to facilitate reflection on how this experience fits into the growth plan.
6. Monitor the progress of the teacher and maintain a written record.
7. Provide other forms of assistance that the Consulting Teacher and the panel may prescribe.
8. The time and manner in which each Consulting Teacher shall render service shall be determined on an individual basis under the direction of the PAR panel.

ADDITIONAL DUTIES:

The Consulting Teacher performs additional duties for the Permanent Teacher Intervention Program.

1. Discuss and set performance goals with their Participating Permanent Teacher related to specific standards evaluated to be "unsatisfactory" or other areas deemed in need of assistance by the Consulting Teacher during the period of assistance
2. Document interventions and progress related to performance goals.

3. Make quarterly status reports to the PAR panel for Participating Permanent Teachers.
4. Provide a summary report to the PAR panel and Principal by May 15 of each year except for Voluntary Participants.
5. The parties understand that every possible subject matter competency may not be available within the corps of Consulting Teachers. It may be necessary to secure additional assistance from District's retirees to fully address identified deficiencies.
6. Consulting Teachers will be trained to both offer peer assistance and review and to understand the specific functions of the PAR Program. The PAR panel will monitor and evaluate the effectiveness of the Consulting Teacher and will make decisions regarding their continuation in the program. Prior to making changes, the PAR panel will provide the Consulting Teacher with a written statement of the reasons for making the changes, and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.

COORDINATING THE WORK OF CONSULTING TEACHERS:

- A. The PAR Program encourages a cooperative relationship between the Consulting Teacher, Participating Permanent Teacher and the Principal with respect to the process of peer assistance and review. Prior to working with a Participating Permanent Teacher, the Consulting Teacher will meet with the Principal or immediate supervisor to review and discuss the basis for the referral to the PAR Program.
- B. Communication regarding progress on objectives and consultation with the Principal shall be ongoing.
- C. Nothing in this program precludes the Principal or District from doing observations and evaluations nor from notifying the teacher verbally and/or in writing or taking other appropriate action regarding incidents or events related to the teacher's fulfillment of their professional obligations.
- D. The Consulting Teacher will share all written reports with the Participating Permanent Teacher, the Principal and the PAR panel.
- E. The Participating Permanent Teacher and Principal may be present for the Consulting Teacher's final report to the PAR panel and will be given an opportunity to respond to the report.

4. PROGRAM PARTICIPANTS

A. PERMANENT TEACHER INTERVENTION PROGRAM

1. Permanent unit members who have received an unsatisfactory rating by the Principal on the RDUSD "Summary Performance Appraisal – Permanent Teachers' in two or more standards shall be referred to the PAR Program.
2. Teachers so referred shall have an opportunity to appear before the PAR panel to provide additional information regarding their placement in the program.
3. Participation is mandatory for teachers referred to the Permanent Teacher Intervention Program.
4. Participating Permanent Teachers will select a Consulting Teacher trained to provide peer assistance and review.

B. VOLUNTARY PROGRAM PARTICIPATION

1. Any permanent unit member may volunteer to participate in the program.
2. The PAR panel shall have the authority to accept or reject voluntary referrals.
3. All communications will be kept confidential unless the Participating Permanent Teacher requests otherwise.

5. DUE PROCESS RIGHTS

- A. The Participating Permanent Teacher has the right to submit a response to the final written recommendation of the PAR panel, to appear before the PAR panel, and to have Association representation.
- B. The decision to refer a permanent teacher for intervention through this program shall not be subject to the grievance procedure.
- C. This program in no manner diminishes the legal rights of bargaining unit members.
- D. The Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relation to the RDUSD "Standards for the Performance Appraisal of Teachers."

6. TERM OF THE INTERVENTION

- A. For the Participating Permanent Teacher, the term of assistance shall normally be for one year. At the conclusion of assistance for a Participating Permanent Teacher, the panel shall make a written recommendation to the Participating Permanent Teacher, the Principal and the Board of Trustees, that:
 1. Either the Participating Permanent Teacher is now "proficient" in the Teaching Standards for the Performance Appraisal of Certificated Instructional Staff;" or
 2. The panel and Consulting Teacher believe that although the Participating Permanent Teacher may not have returned to a "proficient" level of performance, progress is being made and it is recommended that the intervention be extended for up to one year. Only one extension may be granted in the program; or
 3. The Consulting Teacher and PAR panel do not consider assistance and remediation to have been successful and recommend exiting the teacher from the PAR Program with reasons in support of this conclusion.
- B. The term for voluntary participation will normally be a year or less. The volunteer can terminate assistance at any time.

7. REVENUE AND COMPENSATION

- A. PAR panel members will receive an annual stipend of five hundred dollars (\$500).
- B. Consulting Teachers will receive an annual stipend of three thousand dollars (\$3,000) for at least 120 hours of work per school year. Consulting Teachers working less than 120 hours per school year shall be paid on a pro-rata basis. Consulting Teachers shall be responsible for documenting the number of hours worked and for providing that documentation to the PAR panel on a monthly basis.
- C. The District shall not be obligated to operate a PAR Program or to pay for any costs associated with the operation of a PAR Program unless the District receives categorical monies specifically earmarked for PAR which are sufficient to operate the program. The District shall be under no obligation to use any unrestricted or general fund monies for the operation of the PAR Program.

8. PAR PROGRAM FLOW CHART**A. PERMANENT TEACHER INTERVENTION PROGRAM**

1. May 1 – Teacher received two “unsatisfactory” marks or more
2. May – Principal referral to PAR Program
3. Teacher goes through the Program and is exited from the PAR Program.
4. Principal continues supervision and evaluation procedures; and/or
5. Dismissal procedures are begun.

B. PAR PROGRAM

1. May – Referral from Principal
2. PAR panel meet
3. Consulting Teacher selected
 - a. Consulting Teacher meets with Principal
 - b. Meets with Participating Teacher
 - c. Develops Growth Plan
 - d. Conducts observations/interventions
 - e. Quarterly Reports
 - f. Presents final report/recommendation by May 15
4. PAR panel submits final report and recommendations
5. Teacher continues in PAR Program; or ongoing communication and consultation between Consulting Teacher; and Principal conducts informal observations, walk-through and provides feedback; monitors incidents or events related to the teacher’s fulfillment of their professional obligations

RIVER DELTA UNIFIED SCHOOL DISTRICT
RIVER DELTA TEACHERS ASSOCIATION
APPENDIX D

District Committees

From time to time, the District administration may create committees to evaluate various topics and issues which may have an impact on subjects within the scope of representation of the RDUTA. Prior to the formation of any such committee, the District shall inform the RDUTA President of the purpose of the committee, and an estimate of the time commitment required to serve as a member of the committee. The Superintendent or designee will then meet with the RDUTA President or designee to identify individuals to serve on the committee. In identifying individuals to serve on such committees, the following factors shall be utilized:

- Overall teaching experience
- Academic qualifications
- Subject matter expertise
- Grade level expertise and experience
- Representation from a variety of school sites

In the event that the Superintendent or designee and the RDUTA President or designee cannot agree on the composition of the committee, a second meeting shall be scheduled to discuss the matter further. If no agreement can be reached, the Superintendent or designee may ultimately designate the membership of the committee, taking into account the factors identified above.

Adopted: 5-15-07

RIVER DELTA UNIFIED SCHOOL DISTRICT
RIVER DELTA TEACHERS ASSOCIATION

APPENDIX E
Multiple Site Assignments

The following provisions apply to teachers assigned to classroom teaching assignments at more than one school site.

1. The District will identify a "home school site" for the teacher at the beginning of the school year. Upon request of the teacher, the site administrators) and the Superintendent will meet with the teacher to discuss whether a different home school site assignment is more appropriate.
2. For purposes of evaluation the "primary evaluator" of the teacher shall be an administrator assigned to the teacher's home school site. The site administrator at the other school to which the teacher is assigned will provide input to the primary evaluator. Only one evaluation timeline shall apply to a teacher assigned to multiple campuses.
3. Staff meetings, extra duties and preparation periods, where applicable, will ordinarily take place at the teacher's home school site.
4. The teacher and the administrators shall work collaboratively to identify mechanisms for ensuring communication to the teacher regarding important announcements relating to the operations of the schools to which the teacher is assigned.
5. The teacher and the administrators shall meet, upon request, to discuss issues and concerns relating to the shared assignment.

RIVER DELTA UNIFIED SCHOOL DISTRICT

APPENDIX F**Severely Disabled Students – Staff Training**

Regular classroom teachers may, from time to time, have severely disabled students placed in their classrooms. If such a student is supported by an individualized instructional aide and is subject to an alternative assessment (GAP A), then the District's Special Education Director or designee will meet with the teacher to discuss concerns and issues relating to the education of the special needs student. The Special Education Director or designee also shall work collaboratively with the teacher to design and implement appropriate training programs for the teacher and the instructional aide to assist in meeting the needs of the student. Such training shall be scheduled as soon as feasible following the first day of attendance of the student in the teacher's class, with a goal of starting such training no later than thirty (30) days following placement

APPENDIX G

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION 2009

Standard 1: Engaging and Supporting All Students in Learning

Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.

1.1 Using knowledge of students to engage them in learning

As teachers develop, they may ask, "How do I..." or "Why do I..."

- know my students as people and as learners?
- understand reasons for behavior?
- recognize atypical behavior in students?
- build trust with students and foster relationships so that students can thrive academically?
- adapt my teaching to reflect knowledge of my students?
- differentiate instruction based on what I know about my students' strengths, interests, and needs?
- get to know parents and connect with the community where I teach?

1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests

As teachers develop, they may ask, "How do I..." or "Why do I..."

- help students see the connections between what they already know and the new material?
- connect classroom learning to students' life experiences and cultural backgrounds?
- support all students to use first and second language skills to achieve learning goals?
- open a lesson or unit to capture student attention and interest?
- build on students' comments and questions during a lesson to extend their understanding?

1.3 Connecting subject matter to meaningful, real-life contexts

As teachers develop, they may ask, "How do I..." or "Why do I..."

- establish a connection between subject matter and purpose for learning?
- make connections between the subject matter and real-life contexts?
- seek feedback from students regarding the relevance of subject matter to their lives?
- engage all students in a variety of learning experiences that accommodate the different ways they learn?
- provide opportunities for all students to acquire and practice skills in meaningful contexts?

1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs

As teachers develop, they may ask, "How do I..." or "Why do I..."

- select and utilize a range of instructional approaches to engage students in learning?
- use a variety of strategies to introduce, explain, and restate subject matter concepts and processes so all students understand?
- help all students learn, practice, internalize, and apply subject-specific learning strategies and procedures?
- use differentiated instruction to meet the assessed learning needs of students and increase active participation in learning?
- adapt materials and resources, make accommodations, and use appropriate assistive equipment and other technologies to support students' diverse learning needs?
- utilize multiple types of technology to facilitate learning?
- examine and use resources that minimize bias?

1.5 Promoting critical thinking through inquiry, problem solving, and reflection

As teachers develop, they may ask, "How do I..." or "Why do I..."

- encourage students to use multiple approaches and solutions to solve problems?
- encourage students to ask critical questions and consider diverse perspectives about subject matter?
- provide opportunities for students to think about, discuss, and evaluate content?
- ask questions to facilitate discussion, clarify, and extend students' thinking?
- support students to think and communicate with clarity and precision?
- help students apply previous learning to new situations?
- encourage students to create, imagine, and innovate?
- help students to develop and use strategies and technologies for accessing knowledge and information?

1.6 Monitoring student learning and adjusting instruction while teaching

As teachers develop, they may ask, "How do I..." or "Why do I..."

- systematically check for student understanding and revise plans accordingly?
- incorporate a variety of strategies in a lesson to check for student understanding?
- monitor the learning of students with limited English proficiency or of students with special needs?
- adjust the lesson plan to accelerate instruction when I determine that the pace of the lesson is too slow?
- make "on the spot" changes in my lesson based on students' interests and questions?
- provide additional support and opportunities for students to learn when some students have mastered the lesson objective(s) and others have not?
- adjust my lesson when I don't have enough time to complete everything I planned to do?

Standard 2

Creating and Maintaining Effective Environments for Student Learning

Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe.

Teachers create a rigorous learning environment with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully

As teachers develop, they may ask, "How do I..." or "Why do I..."

- model and promote fairness, equity, and respect in a classroom atmosphere that values all individuals and cultures?
- help all students accept and respect diversity in terms of cultural, religious, linguistic, and economic backgrounds; learning differences and ability; gender and gender identity; family structure and sexual orientation; and other aspects of humankind?
- engage students in shared problem-solving and conflict resolution?
- provide learning opportunities that encourage student-to-student communication with empathy and understanding?
- develop students' leadership skills and provide opportunities to apply them?
- create a classroom culture where students feel a sense of responsibility to and for one another?
- help students to appreciate their own identities and to view themselves as valued contributors to society?
- develop activities that support positive interactions among students and that help students get to know each other?

2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students

As teachers develop, they may ask, "How do I..." or "Why do I..."

- arrange and adapt classroom seating to accommodate individual and group learning needs?
- establish a stimulating, curriculum-rich learning environment that supports content learning and academic vocabulary development?
- ensure that students develop an appreciation of diversity?
- provide students access to resources, technologies, and comfortable workspaces?
- create an environment that promotes optimal learning for each student?
- construct an equitable learning environment for all students?

2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe

As teachers develop, they may ask, "How do I..." or "Why do I..."

- arrange the learning environment to facilitate positive and productive classroom interactions?
- encourage, support, and recognize the achievements and contributions of all students?
- encourage students to take risks and to express thoughtful and respectful opinions related to the topic or subject of discussion?
- foster the development of each student's self-esteem?
- create a safe, accessible learning environment for all students?

2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students

As teachers develop, they may ask, "How do I..." or "How might I..."

- establish a productive, achievement-oriented climate in my classroom?
- set high expectations for all of my students

- motivate all students to initiate their own learning and strive for challenging learning goals?
- provide all students opportunities to examine and evaluate their own work and to learn from the work of their peers?
- ensure access to challenging and diverse academic content for all students?

2.5 Developing, communicating, and maintaining high standards for individual and group behavior

As teachers develop, they may ask, "How do I..." or "Why do I..."

- facilitate student participation in classroom decision-making?
- foster and support appropriate student behavior?
- collaborate with students, families, and communities to establish, maintain, and communicate standards for student behavior?
- understand the underlying causes of student behavior, including developmental and individual needs, and utilize that knowledge in support of positive classroom conduct?
- work proactively to prevent and respond quickly to minimize behavioral issues?
- understand and respond to inappropriate behaviors in an efficient, fair, and equitable way?
- help all students learn to take responsibility for their own behavior and actions?

2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn

As teachers develop, they may ask, "How do I..." or "Why do I..."

- involve all students in the development of classroom procedures and routines?
- help students transition smoothly and efficiently from one instructional activity to the next?
- apply knowledge of students' physical, social, cognitive, and emotional development to ensure that adequate time and support are provided for students to complete learning activities?
- develop daily schedules, timelines, classroom routines, and norms that maximize learning?
- connect district, site, and classroom procedures to promote a climate of fairness and respect for all students?
- adapt routines, procedures, and norms to ensure the success of students with special needs?

2.7 Using instructional time to optimize learning

As teachers develop, they may ask, "How do I..." or "Why do I..."

- organize instruction to optimize learning time?
- pace instruction to accomplish learning goals?
- redirect students' off-task behavior to make the most of instructional time?
- adjust instructional time so that all students remain engaged and challenged?
- structure time for both independent and collaborative learning opportunities?
- balance instructional, preparation, administrative, and managerial time?

Standard 3

Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.

3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks

As teachers develop, they may ask, "How do I..." or "Why do I..."

- ensure that my subject matter knowledge is sufficient to support student learning?
- continue to keep my subject matter knowledge current?
- identify, understand, and teach the key concepts and underlying themes and relationships in the academic content standards and state curriculum frameworks?
- integrate key concepts, themes, relationships, and connections across subject matter areas?
- ensure that my knowledge of the subject matter incorporates different perspectives, appropriate to the discipline?
- maintain and utilize current understanding of relevant content standards and frameworks?

3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter

As teachers develop, they may ask, "How do I..." or "Why do I..."

- apply my knowledge of human development and learning theory to the unique students that I teach?
- acquire understanding of my students' individual cognitive, social, emotional and physical development?
- connect content being taught to students' prior knowledge and experiences?
- build understanding of my English learners' levels of language acquisition in order to know how to best support their learning?
- build understanding of my students with special needs in order to know how and when to differentiate instruction?

3.3 Organizing curriculum to facilitate student understanding of the subject matter

As teachers develop, they may ask, "How do I..." or "Why do I..."

- use my knowledge of student readiness to learn to organize, sequence, and enhance the curriculum?
- apply my knowledge of the subject matter to organize curriculum, plan lessons and units, and select instructional strategies that demonstrate key concepts and their interrelationships?
- organize subject matter to reveal and value different cultural perspectives?
- incorporate subject or grade level expectations and curriculum frameworks in organizing subject matter?
- utilize standards-aligned and/or adopted curriculum in ways that support student learning?

3.4 Utilizing instructional strategies that are appropriate to the subject matter

As teachers develop, they may ask, "How do I..." or "Why do I..."

- develop and use a repertoire of instructional strategies appropriate to the subject matter?
- build on students' life experiences, prior knowledge, and interests to make subject matter

relevant and meaningful to students?

- use effective instructional strategies and approaches to illustrate a concept and its connections within and across subject areas?
- challenge all students to think critically in the subject area?
- help all students develop enthusiasm for and a deep knowledge of the subject matter?
- use strategies that make the depth and complexity of subject matter understandable to all students?

3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students

As teachers develop, they may ask, “How do I...” or “Why do I...”

- know the full range of materials, resources, and technologies provided by the school or district?
- select materials, resources, and technologies to support differentiated student learning of the subject matter?
- select and use learning materials and resources that reflect the diversity in my classroom?
- use technologies to convey key concepts in the subject matter?
- learn about and access new instructional resources to support student learning?

3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

As teachers develop, they may ask, “How do I...” or “Why do I...”

- address the English Language Development (ELD) standards as they relate to my English learners’ levels of language acquisition?
- address the Individual Education Plan (IEP) goals and objectives of my students with special needs?
- select materials, resources, and technologies to support subject matter instruction of my English learners and students with special needs?
- ensure access to the critical concepts and themes in the academic content standards and state curriculum frameworks for students at various levels of English proficiency and for students with special needs?

Standard 4

Planning Instruction and Designing Learning Experiences for All Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.

4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction

As teachers develop, they may ask, "How do I..." or "Why do I..."

- incorporate students' prior knowledge and experience in my curriculum and instructional planning?
- use knowledge of my students' lives, their families, and their communities to inform my planning of curriculum and instruction?
- use knowledge of my students' individual cognitive, social, emotional, and physical development to plan instruction and make appropriate adaptations to meet students' unique needs?
- plan lessons and units that promote access to academic content standards for all students?
- use knowledge of my English learners' levels of language proficiency to plan instruction that supports their subject matter learning and academic language development?
- use knowledge of my students' diverse learning needs to plan instruction that supports their learning?

4.2 Establishing and articulating goals for student learning

As teachers develop, they may ask, "How do I..." or "Why do I..."

- build on the strengths, interests, and needs of all students to establish high expectations for learning?
- establish long-term and short-term goals that are based on academic content standards and reflect students' strengths, interests, and needs?
- determine learning goals that address all students' language abilities and diverse learning needs?
- establish learning goals that address school, district, and community expectations?
- work with students and families to establish learning goals?
- develop goals that prepare students for successful transition to their next learning environment?
- communicate clear, challenging, and achievable expectations for students?

4.3 Developing and sequencing long-term and short-term instructional plans to support student learning

As teachers develop, they may ask, "How do I..." or "Why do I..."

- design an instructional program that considers the long-term and the short-term?
- use assessment results for long-term and short-term planning?
- incorporate diverse subject matter perspectives in my planning?
- select and sequence instructional strategies appropriate to the complexity of the lesson content and to student learning needs?
- plan an instructional program that supports students' second language learning and diverse learning needs?
- incorporate my professional expertise and knowledge of my students into a prescribed curriculum, pace, and district assessment calendar?

- collaborate with colleagues to make instructional decisions?
- design instruction so that students participate in setting and achieving their individual learning goals?

4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students

As teachers develop, they may ask, "How do I..." or "Why do I..."

- develop unit and lesson plans that build on and extend students' understanding of subject matter?
- ensure that each instructional strategy is related to learning goals?
- plan instruction to allow enough time for student learning, review, and assessment?
- use my knowledge of subject matter and my students to plan and appropriately pace instructional activities within a lesson and over time?
- check for understanding, prepare for adjustments, remediate or accelerate instruction, and individualize when appropriate?
- address the ELD standards appropriately, based on my English learners' levels of language acquisition?
- address the IEP goals and objectives of my students with special needs?
- select materials, resources, and technologies to support the learning needs of English learners and students with special needs?

4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

As teachers develop, they may ask, "How do I..." or "Why do I..."

- interact with my colleagues to identify typically difficult concepts or skills for students in order to re-examine and strengthen plans for future lessons?
- proactively prepare for appropriate adjustments based on my assessment of student learning while teaching?
- strengthen existing plans for students at identified levels of English proficiency?
- strengthen existing plans for students with special needs?
- reflect on my successes and struggles and apply what I have learned about effective and ineffective strategies to existing plans for future lessons?
- reflect on my successes and struggles with the use of curriculum and apply what I have learned to existing plans for future lessons?
- capture what I have learned during a particular lesson so that I can revisit my plans in advance of teaching the lesson again?

Standard 5 Assessing Students for Learning

Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments

As teachers develop, they may ask, "How do I..." or "Why do I..."

- become knowledgeable of the different types of assessments--and their uses, benefits, and limitations--that I draw on to inform my instruction?
- select assessment strategies and instruments appropriate to the learning outcomes being evaluated?
- use my knowledge of assessment concepts such as validity, reliability, and bias to choose assessments appropriate to my students?
- design grading practices that draw on multiple sources of information and reflect student learning?

5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction

As teachers develop, they may ask, "How do I..." or "Why do I..."

- keep a continuous and comprehensive record of group and individual achievement?
- select, design, and use assessment tools appropriate to what is being assessed?
- collect, select, and reflect upon evidence of student learning?
- work with families to gather information about all students and their learning?
- use standardized tests, diagnostic tools, and developmental assessments to understand student progress?
- use a range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals)?
- assess student behavior to support learning?
- interpret data based on how an assessment is scored and what results it reports?

5.3 Reviewing data, both individually and with colleagues, to monitor student learning

As teachers develop, they may ask, "How do I..." or "Why do I..."

- review student assessment data with colleagues?
- use assessment results to monitor my teaching and guide planning and instruction?
- use assessment information to determine when and how to revisit content that has been taught?
- use assessment data to eliminate gaps between students' potential and their performance?
- use assessment results to plan instruction to support English learners?
- use assessment results to plan instruction to support students' IEPs?

5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction

As teachers develop, they may ask, "How do I..." or "Why do I..."

- draw upon assessment data to support development of learning goals?
- review and revise learning goals with students over time?
- ensure that student learning goals reflect key subject matter concepts, skills, and applications?
- use informal assessments to adjust instruction while teaching?
- use multiple sources of assessment to measure student progress and revise instructional plans?
- work to differentiate goals and plans based on assessed needs of my diverse learners?
- address the specific needs of English learners and students with special needs as I use assessments to inform my instruction?

5.5 Involving all students in self-assessment, goal setting, and monitoring progress

As teachers develop, they may ask, "How do I..." or "Why do I..."

- make assessment integral to the learning process?
- make assessment an interactive process between teacher and student?
- model self-assessment strategies for all students?
- develop and use tools and guidelines that help all students assess their work and monitor their learning goals?
- provide opportunities for all students to engage in peer discussion and reflection of their work?
- provide opportunities for all students to demonstrate and reflect on their learning inside and outside of the classroom?

5.6 Using available technologies to assist in assessment, analysis, and communication of student learning

As teachers develop, they may ask, "How do I..." or "Why do I..."

- become familiar with and select technology resources that support assessment practices?
- use technology to analyze student learning and inform instruction?
- use appropriate technology resources to communicate students' learning to students and their families?

5.7 Using assessment information to share timely and comprehensible feedback with students and their families

As teachers develop, they may ask, "How do I..." or "Why do I..."

- provide all students with information about their progress as they engage in learning activities?
- initiate regular and timely contact with families and resource providers about student progress?
- communicate assessment results to families in ways that are respectful and understandable?
- provide families with ways to use assessment information at home to improve student learning?

Standard 6

Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

6.1 Reflecting on teaching practice in support of student learning

As teachers develop, they may ask, "How do I..." or "Why do I..."

- assess my growth as a teacher over time?
- learn about teaching as I observe and interact with my students?
- reflect on my instructional successes and dilemmas to move my practice forward?
- analyze my teaching to understand what contributes to student learning?
- formulate professional development plans that are based on my reflection and analysis?
- develop awareness of potential bias that might influence my teaching or affect student learning?

6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development

As teachers develop, they may ask, "How do I..." or "Why do I..."

- maintain an attitude of lifelong learning?
- establish goals and seek out opportunities for professional growth and development?
- ensure that professional goals are informed by appropriate resources such as the knowledge base for teaching, school and district priorities, colleagues, supervisors, mentors, and my personal reflections?
- use professional literature, district professional development, and other professional opportunities to increase my understanding of teaching and learning?
- learn more about my own professional roles and responsibilities?
- continue to seek out and refine approaches that make the curriculum accessible to all students?
- expand my knowledge and effective application of new instructional methods and technologies?

6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning

As teachers develop, they may ask, "How do I..." or "Why do I..."

- collaborate with teachers, administrators, education specialists, paraeducators, and staff to ensure that all students' diverse learning needs, interests, and strengths are met?
- remain receptive to the feedback of colleagues, mentors, and supervisors in support of my teaching practice and student learning?
- support school and district goals and priorities?
- contribute to school-wide events, activities, and decision-making?
- establish and maintain productive relationships with other school staff to become a visible and valued member of the school and district communities?
- contribute to the learning of other educators?
- benefit from and contribute to professional organizations to improve my teaching?
- benefit from and add to the knowledge base of the profession?

6.4 Working with families to support student learning

As teachers develop, they may ask, "How do I..." or "Why do I..."

- value and respect students' families and appreciate their role in student learning?
- develop an understanding of families' racial, cultural, linguistic, and socioeconomic backgrounds?
- engage families as sources of knowledge about students' strengths, interests, and needs in support of their learning and personal growth and development?
- present the educational program to all families in a thorough and comprehensible fashion?
- provide opportunities for all families to participate in the classroom and school community?

6.5 Engaging local communities in support of the instructional program

As teachers develop, they may ask, "How do I..." or "Why do I..."

- increase my understanding of the cultures and dynamics of my students' communities?
- value and respect the students' communities and appreciate the role of community in student learning?
- promote collaboration between school and community?
- identify and draw upon school, district, and local community social service resources to benefit students and their families?
- seek out and use additional resources from the local community and businesses to support student learning?
- provide my students with community-based experiences that support their learning?

6.6 Managing professional responsibilities to maintain motivation and commitment to all students

As teachers develop, they may ask, "How do I..." or "Why do I..."

- challenge myself intellectually and creatively throughout my career?
- find support and develop strategies to balance professional responsibilities with my personal needs?
- manage stress and maintain a positive attitude with students and colleagues?
- address the complications and challenges of teaching?
- identify sources of engagement and renewal in my professional work?

6.7 Demonstrating professional responsibility, integrity, and ethical conduct

As teachers develop, they may ask, "How do I..." or "Why do I..."

- remain informed of, understand, and uphold the professional codes, ethical responsibilities, and legal requirements applicable to the profession?
- contribute to school and student success by being knowledgeable of learning goals, standards, and objectives established by relevant national, state, and local organizations and stakeholders?
- meet my professional obligations to implement school, district, state, and federal policies and guidelines?
- extend my knowledge about my professional and legal responsibilities for students' learning, behavior, and safety?
- maintain professional conduct and integrity in the classroom and school community?
- interact appropriately with students and families outside the classroom?
- demonstrate my professional obligations to students, colleagues, school and staff?

APPENDIX H

STANDARD ONE	Practice Not Consistent with Minimum Standards	Practice Developing Meets Min. Standards	Practice Consistent with Professional Standards	Practice Distinguished Exceeds Standards
<p>Engaging and Supporting All Students in Learning</p>	<p>Teacher confines instruction to materials in text and uses a limited range of instructional strategies. Skills may be presented in isolation and with little opportunity to assess prior knowledge or apply new learning to problem solving situations.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher occasionally builds on prior knowledge and life experiences in designing lessons. Multiple learning strategies are used to engage students in thinking within and across subject areas. Students may apply new skills to real life problems.</p>	<p>Teacher routinely assesses background knowledge and designs activities to build or correct inaccurate knowledge. Learning activities are selected from a wide range of experiences to meet the learning styles of groups within the class. Students are encouraged to ask critical questions and view problems from different perspectives when problem solving. Students take an active part in correcting and reviewing their work with some opportunities for peer evaluation.</p>	<p>Teacher designs motivational openings for lessons that engage, assess, and build background knowledge, and continues to assess throughout instruction. In addition to having well-planned lessons, the teacher is able to take advantage of unexpected events or to modify the lesson effectively when students are not succeeding. Students pose relevant questions and consider other viewpoints when reflecting and evaluating content in meaningful contexts that encourage application of skills. A variety of activities are planned that help students make decisions about managing time, materials and learning activities, leading toward autonomous learning</p>

STANDARD TWO	Practice Not Consistent with Minimum Standards	Practice Developing Meets Min. Standards	Practice Consistent with Professional Standards	Practice Distinguished Exceeds Standards
<p>Creating and Maintaining Effective Environment for Student Learning</p>	<p>Teacher demonstrates limited skill in establishing and maintaining a safe learning environment in which all students are treated fairly. Teacher attempts to institute class routines and procedures.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher maintains a safe learning environment. Teacher institutes routines and procedures that promote constructive interactions between teacher and students and among students.</p>	<p>Teacher creates a physical environment that engages all students and promotes the effective use of instructional time. Teacher institutes and models procedures and routines that are consistent and clearly understood by all. Classroom environment and climate promote social development and group responsibility as well as support student learning.</p>	<p>Teacher facilitates students in creating a physical and emotional environment in the classroom that encourages constructive interaction, students working independently and collaboratively, and maximum effective use of classroom time and resources.</p>

STANDARD THREE	Practice Not Consistent with Minimum Standards	Practice Developing Meets Min. Standards	Practice Consistent with Professional Standards	Practice Distinguished Exceeds Standards
Understanding and Organizing Subject Matter for Student Learning	<p>Teacher exhibits limited working knowledge of subject matter and student development.</p> <p>Other components of this standard are not evidenced.</p>	Teacher uses strong subject matter knowledge and student development knowledge to organize curriculum to facilitate students' understanding of the central themes, concepts and skills.	Teacher uses a strong understanding of subject matter and student development to interrelate ideas and information within and across subject areas to extend students' understanding.	Teacher uses knowledge of subject matter, student development, instructional resources, and teaching strategies to make subject matter accessible to all students and to help students understand the central themes, concepts, and skills within the subject area and across subject areas.

STANDARD FOUR	Practice Not Consistent with Minimum Standards	Practice Developing Meets Min. Standards	Practice Consistent with Professional Standards	Practice Distinguished Exceeds Standards
Planning Instruction and Designing Learning Experiences for All Students	<p>Teacher sequences curriculum and designs long and short-term plans.</p> <p>Other components of this standard are not evidenced.</p>	Teacher plans instruction that draws on students' backgrounds and establishes challenging learning goals for all students based on student experience, language development, and home and school expectations.	Teacher's plans incorporate related subject matter knowledge, reflect grade-level curriculum expectations, and effectively use a variety of instructional strategies to promote learning goals and connect with student experiences and interests. Teacher routinely assesses student progress and modifies instructional plans to adjust for student needs.	Teacher creates long and short-term plans and helps students take ownership of challenging goals that are enriched by student background and experiences, guided by state and local standards and grade-level expectations. Teacher modifies and adjusts plans and goals according to student achievement, as measured by ongoing assessment and student interests.

STANDARD FIVE	Practice Not Consistent with Minimum Standards	Practice Developing Meets Min. Standards	Practice Consistent with Professional Standards	Practice Distinguished Exceeds Standards
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Assessing Student Learning	<p>Teacher collects information about student performance from a variety of sources.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher uses information collected from a variety of sources, including formal and informal assessments, to plan and adjust learning opportunities and instruction.</p>	<p>Teacher uses multiple sources to assess students and involves students in assessing and setting goals based on an examination of their own work. Teacher (sometimes teacher and students collaboratively) adjusts instruction and learning activities based on assessment.</p>	<p>Teacher assesses student achievement, using a variety of measures based on clearly articulated goals and communicates results with parents, support staff, and students in order to continually adjust instruction and learning opportunities to more closely fit student needs.</p>
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STANDARD SIX	Practice Not Consistent with Minimum Standards	Practice Developing Meets Min. Standards	Practice Consistent with Professional Standards	Practice Distinguished Exceeds Standards
Developing as a Professional Educator	<p>Teacher occasionally participates in school community activities. Teacher occasionally works with other staff members to promote school goals.</p> <p>Other components of this standard</p>	<p>Teacher participates in and may help plan school activities to promote school goals. Teacher communicates with families and works collegially with all school staff.</p>	<p>Teacher reflects on personal teaching practices and actively engages in planning personal goals for professional development. Teacher demonstrates effective interpersonal communications skills within the school and larger community.</p>	<p>Teacher has leadership role in creating professional working relationships with staff and in the larger school community. Teacher seeks learning opportunities and professional contacts to enhance classroom practice and school goals and to expand and deepen personal repertoire of skills and strategies.</p>

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