AGREEMENT BETWEEN

PALO VERDE UNIFIED SCHOOL DISTRICT

AND

PALO VERDE TEACHERS ASSOCIATION

July 1, 2025, through June 30, 2028

"Equal Opportunity/Affirmative Action Employer; Women, Minorities, Disabled are encouraged to apply"

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ARTICLE I
RECOGNITION

I. The District recognizes the Palo Verde Teachers Association, from Blythe, California an affiliate of California Teachers' Association and National Education Association, as the exclusive representative for purposes of the Rodda Act (Government Code Sections 3540, et., seq., Title 1, Division 4, Chapter 10.7) for the certificated employees in the representation unit comprised of the following positions:

Regular Classroom Teacher
Special Education Teacher
Teacher on a Special Assignment
Work Experience Coordinator
Director of Student Activities
Athletic Director

And excluding all other positions not designated, including but not limited to:

Management
Superintendent
Director of Human Resources
Building Principal
Vice-Principal
Director of Special Education
Psychologist
Speech Pathologist
Head Counselor
Librarian
Counselor
School Nurse
Coordinator of Child Welfare and Attendance
Coordinator of Head Start
Director of Business Services.
Director of Curriculum & Instruction

Part-Time/Casuals
Substitute Teachers
Employees working two hours or less per day

II. The Career Technical Education Coordinator becomes management when the position of Coordinator becomes a 50% position; otherwise the person is classified as a classroom teacher.

III. This Agreement is in effect for this contract period.

ARTICLE II
DISTRICT RIGHTS

I. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours 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; ensure 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 the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

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

ARTICLE III
ASSOCIATION RIGHTS

I. Access to Worksite

1. After signing in at the school site office, authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times outside of regular working hours, excluding lunch period, when it does not interfere with the educational process and/or programs.

2. Representative of the Association shall have the right to make use of school buildings as specified in Government Code Section 3543.1.

II. Bulletin Board and communication

1. The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board, which shall be provided in each school building in an area frequented by unit members.

2. The Association may use the District mail service and unit member mailboxes for communications to unit members. All information of a general nature shall be immediately forwarded to the Superintendent by the Association.

III. Release Time

1. The District shall provide twenty (20) paid days of release time to Association member(s) designated by the President per school year. The Association may use an additional twenty (20) release days per year with prior written notification from the Association. These additional twenty (20) release days shall be charged to the Association at the regular substitute rate of pay.

2. Bargaining Team members shall be provided a reasonable amount of release time for negotiations and negotiations preparation at no loss of salary or other benefits.

IV. New Hire Orientation

1. The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president as soon as practical after the date is set.

2. The Association shall be provided no less than twenty (20) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations meetings. District administration will not be present at the orientation meeting during the Association's time unless mutually agreed upon. Onboarding meetings are much shorter and less formal than orientations. The Association will be provided notice of and access to these meetings.

3. The Association is entitled to invite approved vendors and CTA staff to the Association portion of new bargaining unit member orientations and will have access to District audio visual equipment for Association presentations.

V. Access to Member Information

1. The following information for new bargaining unit members shall be delivered to the Association president no later than 30 days after the date of hire:
    1. Name
    2. Job title
    3. Department
    4. Work Location
    5. Work phone number

2. The District shall also provide, if this information has been provided to the District and if the Employee has not opted out of sharing certain information pursuant to Government code 6254.3(c).
    1. Home Address
    2. Phone Numbers – home and cellular
    3. Personal (non-District) email addresses

VI. Bargaining Unit Member Information

1. In addition, by September 1st, January 1st and May 1st of each school year, the District shall deliver to the Association president the following information in an Excel file, for all bargaining unit members:

    1. Name
    2. Job title
    3. Department
    4. Work Location
    5. Work phone number
    6. Work site
    7. Job Title
    8. Date of Hire
    9. Seniority Date
    10. Full time equivalent (FTE) status

    The January 1st report shall also include:

    11. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
    12. Type of Credential (i.e., Clear, Preliminary, College Internship, etc.)
    13. Grade Level/Assignment

2. The District shall also provide, if this information has been provided to the District and if the Employee has not opted out of sharing certain information pursuant to Government code 6254.3(c).

    1. Home Address
    2. Phone Numbers – home and cellular
    3. Personal (non-District) email addresses

ARTICLE IV

LEAVES

Various forms of leave are specifically provided in this Agreement, most of which qualify for continuance of salary during the period of leave. Some are allowable but without pay. If a unit member is absent for a reason other than those specified, a full day's pay for each day of such absence will be deducted from the unit member's salary. A day's pay for unit members will be the annual salary of the individual divided by the number of days in the legal definition of the school year or period of annual contract as provided in the Education Code and District Policy, unless the form of assignment and contract identifies a daily rate.

Unless otherwise specified, the lengths of the time allowed for the various forms of leave are provided for regular full-time unit members. Unit members serving less than full-time five days a week shall be entitled to a pro-rata allotment of leave time under the various forms of leave.

Leave without pay for any reason not coming under the provisions of those specified by contract may be granted upon request of a unit member at the discretion of the building administrator or other supervisor subject to approval of the Superintendent.

I. Sick Leave

Any regular full-time unit member shall be entitled annually to sick leave for absence occasioned by personal illness, injury, or necessary consultation and/or treatment by generally recognized medical practitioners in connection with such illness or injury. Said leave shall be a maximum of ten (10) days annually for unit members serving under certificated standard or ten-month contracts, eleven days for those serving under the certificated eleven-month contract, and twelve days for those serving under the certificated twelve-month contract. If a unit member is absent for a half-day or less, a half-day will be deducted from sick leave. If a unit member is absent for more than a half-day, a full day of leave will be deducted. In addition, any unit member serving under a standard or ten-month contract in either the school year prior to or the school year subsequent, who teaches during a summer school sessions, shall be entitled to one additional day of such leave annually with the right to use any leave accrued under this policy being applicable during summer sessions, on the basis that one-half day of personal illness leave may be applied to absence from each day of summer session (usual four (4) hour day).

A unit member, with prior administrative approval, may be absent for no more than two (2) hours with coverage from another unit member or unit members. Unit member(s) may voluntarily and without pay, substitute during their prep period at the request of another member for such purpose.

To achieve the intent of this policy, unit members are encouraged, particularly in the area of personal illness, to seek medical diagnosis, advice and therapy promptly and to utilize the provisions of this form of leave for their own well being as well as for that of students and other staff members. The District recognizes further in the area of illness the temporary periods of high emotional stress or mental agitation occasioned by seriously disturbing incidents in the life of a unit member are a form of personal illness that can be as detrimental to job performance as any physical infection or ailment. The utilization of personal illness leave for such conditions is authorized, with expectation that reasonable constraints and limits on such use will be supplied by the integrity of the unit member in consultation with their supervisor or other District Administrative personnel.

Unit members shall enter their absence to the District's automated attendance system as soon as possible so a substitute teacher can be secured. An employee must notify the District no less than two (2) hours prior to the start of the employee's workday unless the employee is medically/physically unable to do so.

A unit member granted leave under this policy shall be entitled to full pay during the absence to which he would have been entitled if not absent from their assignment, subject to the following limitations:

1. For any period of leave under this policy, full pay shall be granted to a unit member up to the number of days accumulated, as provided by law, as of the end of that current school year

   in which the leave commences, provided that such leave may not extend beyond the end of that current school year without review by the Board.

2. For Extended Sick Leave, any unit member shall be entitled to a maximum of five (5) school month's non-accumulated sick leave, subject to the following provisions (E.C. 44977):
   a. Sick leave, including accumulated sick leave and the five-month period shall run consecutively.

b. An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

c. For the period of absence covered by the days of non-accumulated leave the unit member shall receive the difference between the regular salary and the sum which is actually paid a substitute employee to fill the position during absence or, if no substitute was employed, the amount which would have been paid to the substitute had one been employed.

d. Once in extended sick leave, the unit member is required to present written medical verification pursuant to this provision, signed by a medical provider, stating that the unit member's return to duty does not present a liability to the unit member or others.

3. Disability leave connected with or resulting from pregnancy shall be charged to unit member's accumulated sick leave at the election of the unit member. Disabilities under this section shall be:

a. Diagnosed and verified in writing to supervisor by recognized medical practitioner or health consultant.

b. Communication in writing must include unit member's name, name of medical practitioner or health consultant, business address and phone number, as well as the estimated time the unit member will be unable to perform regular duties and beginning date of disability leave.

c. The benefits of this section only apply to the verified dates of disability. The before and after dates will be defined as the school days scheduled before and after the disability.

II. Authorized Leave Verification

The District may, when it has reason to believe a unit member is misusing leave, require that written medical verification, signed by a medical provider, of illness or injury for any day or days of extended sick leave taken be presented. Additionally, verification may be sought under the following circumstances:

1. Upon the third (3) consecutive day of absence, the immediate supervisor may request a unit

member to present written medical verification of the illness or injury and/or authorization to return to work; and/or

2. When a unit member has run out of all sick leave, the immediate supervisor may request a unit member to present written medical verification of the illness or injury and/or authorization to return to work. Medical verification shall be submitted to the immediate supervisor.

If just cause exists because of misuse of leave, the District may take appropriate disciplinary action. If the District requests additional medical verification, the medical expenses incurred in the verification of the legitimate use of leave shall be borne by the District.

III. Personal Necessity Leave

Unit members may use at their election accumulated sick leave not to exceed seven (7) days per year for cases of personal necessity for the following reasons, using the procedures below:

1. Personal Necessity not requiring advance notification to be absent from duty:
   a. Death or serious illness of a unit member's immediate family (definition of immediate family contained in Education Code 44985).
   b. Accident involving their person or property or the person/property of their immediate family.

2. Personal Necessity requiring advance notification before being absent from duty:
   a. Appearance in any court or before any administrative tribunal as a witness under subpoena or other agency order made with jurisdiction.
   b. Delay in returning to work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay), unless the employee is not in a position to give advance notice.
   c. Early departure at the end of a contract year or late return at the beginning of a contract year because of scheduled college attendance (late summer session, NSF Workshop, etc.) or because of professional growth travel where the entire tour or to and from transportation arrangements are under organization auspices (NEA Travel

Tours, etc.). This leave is subject to the written approval of the Superintendent and at their discretion.

d. Personal business to be used by the unit member should not exceed five (5) of the seven days per year. It is the purpose of this provision to provide employees leave for personal business. In order to take personal business leave a written request must be made at least 48 hours in advance. The leave may not be taken the first five school days or the last five school days of any school year or the day before or after a holiday or vacation unless approved by the Superintendent or designee. The district shall not require employees to state reasons for personal business leave. The building administrator shall have the right to refuse the request when too many unit members request to use the same day.

A unit member, with prior administrative approval, may be absent for no more than two (2) hours with coverage from another unit member or unit members. Unit member(s) may voluntarily and without pay, substitute during their prep period at the request of another member for such purpose.

IV. Family Illness

Any regular full-time unit member shall be allowed annually (non-cumulative) up to five (5) days of leave with full pay in the event that serious illness or injury incurred by a member of the unit member's family requires the immediate and actual presence of the unit member with the ill or injured person. For purposes of this policy section, "family" shall include only mother, father, husband, wife, domestic partner (registered or unregistered) as long as the domestic partnership meets the requirements of the California Family Code section 297, son, daughter, brother, sister, mother-in-law, or father-in-law of the unit member, or any relative of the unit member or of the spouse/domestic partner per the above definition of the unit member living in the immediate household of the unit member. Any such days of leave taken under this Article shall be charged to and deducted from the unit member's full pay days of accumulated sick leave.

V. Bereavement

Any regular full-time unit member shall be entitled to five (5) days leave of absence with full pay in the event of the death of a member of an immediate family member as defined in Education code Section 44985, (i.e., mother, father, grandmother, grandfather, Or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any other relative living in the immediate household of the employee.), "Immediate family member" shall also include domestic partner, (as defined by California Family Code section 297), in-laws, aunts, uncles, nieces, nephews or a person who has acted "in loco parentis" to the unit member or the spouse of the unit member. Up to three (3) days, additional leave will be granted if the travel distance exceeds 300 miles one way to attend or arrange for the funeral. Proof of need for leave and/or travel distance may be required to be submitted to the immediate site supervisor, if requested, within 30 days of the first day of leave, unless mutually agreed upon with the Supervisor. Days taken for bereavement do not need to be consecutive, but the leave must be taken within 6 months of the first day of leave, unless mutually agreed upon with the Supervisor.

VI. Judicial and Official Appearances

Any regular full-time member shall be entitled annually (non-cumulative) to a maximum of three days leave for the purpose of appearing as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

Any regular full-time unit member shall be entitled to serve when called for required jury duty in the manner provided by law.

During the normal working day, those unit members required to appear for jury duty within the city limits of Blythe will return to the work site to perform their regular duties within thirty (30) minutes of release by the court unless said release is after 2:00 p.m.

Leaves provided under this section shall be granted with pay for the unit member up to the amount of the difference between the unit member's regular earnings for the period covered by the leave and any amount he/she receives for juror or witness fees. This does not apply to transportation or living expenses which may be paid to the unit member in connection with service as a juror or witness.

VII. Quarantine

Any regular full-time unit member shall be entitled to leave with full pay subject to limitations below for absence from duty because of quarantine which results from contact with other persons having a contagious disease while performing duties, or because of temporary inability to perform the services required of him because of said quarantine.

If the period of quarantine extends beyond 60 days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year, the unit member shall be entitled to salary in any given month which shall be the difference between the amount due for that month and the amount actually paid a substitute employee employed to fill the position during the absence for that time exceeding 60 days.

This section applies only to quarantine of the unit member. If subsequent to the unit member being placed on leave for quarantine, the unit member contracts an illness as a result of exposure to the contagious disease, the leave for quarantine shall be terminated and the provisions of personal illness leave policy shall become effective.

VIII. Industrial Accident or Job-Incurred Illness

1. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, and shall be limited to sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.

2. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for such leave and the absence for such purpose shall be deemed to have commenced on the day of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take accumulated sick leave, which when added to temporary sick leave indemnity will result in payment to the unit member of not more than their full salary.

3. Allowable leave shall not be accumulated from year to year.

4. The leave under these rules and regulations shall commence on the first day of absence.

5. When a unit member is absent from duties on account of industrial accident or illness, they shall be paid such portion of the salary due to the unit member for any month in which absence occurs, as when added to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in payment to of not more than the unit member's 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 an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

8. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

9. Any unit member receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

IX. Long-Term Leaves

A unit member, upon written request, may be granted a long-term leave of absence by the Board. No such leave of absence may be extended beyond twelve months, except by renewal by the Board. Long-term leaves shall, as much as possible, be coincident with one regular school or fiscal year.

Except as may be required by law, long-term leave will not normally be granted to a probationary unit member.

Such leave shall not constitute a break in continuity of service, but the period of leave shall not be considered as employment for the various purposes of computing cumulative years of service in the District, including advancement on any salary schedule.

Upon expiration of the leave the unit member shall be reinstated in the position held

by the unit member's prior to the leave or in a position comparable in responsibility, there being no assurance implied herein of return to an exact assignment held prior to the leave. The Board reserves the right, herein of return to an exact assignment held prior to the leave. The Board reserves the right, subject to applicable provisions of the law, to make such change in position assignment of the unit member upon return from leave that will best serve the interests of the District.

X. Maternity/Paternity Leave

The governing board shall provide for leave of absence from duty for any certificated employee of the district who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Paid leave for the birth/adoption of a child: Unit members are also eligible to receive four (4) weeks paid leave within the first year for the birth of a child or adoption (with no deduction from sick leave). Any time used for the purpose above shall be used concurrently with any FMLA leave or parental leave taken for the same qualifying event. If two unit members have the same qualifying event, they may take this leave consecutively or concurrently with each other.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there- from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

Except as provided herein, written and unwritten employment policies and practices shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

This section shall be construed as requiring the governing board to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability. (E.C. 44965)

The unit member, while on leave, shall have the option to remain an active participant in the District fringe benefit programs by contributing in total thereto.

XI. Sabbatical Leave

It shall be the policy of this District to consider requests for sabbatical leave from full-time unit members and to grant sabbatical leave under certain prescribed conditions. The District acknowledges the several beneficial purposes of granting such leave, including:

1. Recognition of faithful and competent unit member service.
2. Improvement of professional competence and stature as a service both to the individual unit member and to the District.
3. Encouragement of continuity of service in the District.

Such leave may be granted for carrying on a full program of professional study at an accredited four-year college or university in areas of educational foundations, instructional techniques, background depth and broadened experience in content areas, or advanced training related to specialized assignments and/or advanced credential qualifications. Applicants shall indicate through the application procedure the nature and extent of the proposed program of study, specifying probable courses or course areas to be pursued.

Sabbatical leave shall be granted only to unit members who have a minimum of seven (7) consecutive years of full-time service with the District prior to the granting of the leave and since entry into service with the District or since resuming service after any previous sabbatical leave granted by the District. The Board reserves the right to limit the number of sabbatical leaves granted for any one fiscal year up to a maximum of 3% of the total certificated staff.

Deadline for receiving applications for sabbatical leave to be granted during any fiscal year shall be March 1 of the year immediately proceeding. Except in unusual circumstances requiring an earlier decision, all applications will be considered at one time subsequent to the deadline date for application. Factors to be considered in determining the order of approval where more than one application is received will be:

1. Order of date of receipt of official applications.
2. Length of service in District
3. Equitable distribution of leaves among schools of the District.
4. Consideration of optimum number of staff on leave from any one school.
5. "Second time" versus "first time" requests.

If after determination of the number of leaves to be granted in a given year, one of the unit members granted leave finds it necessary to forego leave, the Board may reopen the application period to consider applicants for the leave that is available.

Leave granted under this policy following seven or more consecutive years of service shall be for a full twelve (12) month period or may be for two six-month periods, provided that the leave of absence for both separate six-month periods shall be commenced and completed within a three (3) year period. A unit member may initially request granting of leave for only a six-month period, which, if granted, shall not be subject to reconsideration for an additional six-month period within the three year limit and which shall be the extent of sabbatical leave due the unit member until the completion of at least seven (7) additional years of consecutive service to the District.

Compensation for a unit member while on sabbatical leave shall be fifty (50) percent of the scheduled salary on the appropriate salary schedule which would have been in effect during the period of leave.

No unit member on sabbatical leave may accept a comparable job in another school district or a paid research or teaching assistantship at the college or university calling for in excess of fifteen (15) hours of work per week. A unit member may accept scholarships or fellowships including teaching requirements not contrary to the fifteen (15) hour limit, when the purpose of the grant or appointment is related to the unit member's stated purpose for the leave.

A unit member granted sabbatical leave shall be obligated to render a period of service to the District following the leave equal to twice the length of the period of leave. This obligation shall be assured by the furnishing of a bond if the unit member wishes to receive sabbatical leave compensation in regular monthly payments while on leave. No bond is required if the unit member agrees to accept the compensation in the form of payments or installments after return to service with the District, as provided in the law. Verification of registration, continuing progress of the professional study, and of completion of the work undertaken shall be provided in accordance with District rules and regulations. A summary report of the period of professional study and its expected benefit to the District shall be submitted to the Board by the unit member upon return to service.

While on leave a unit member shall have the option to remain an active participant in the District fringe benefit program by contributing in total thereto. The time a unit member is on sabbatical leave shall be recognized as uninterrupted service to the District.

XII. Military Leave

Unit members shall be allowed military leave subject to the provisions of applicable federal and state law. Requests for military leave must be submitted to the Superintendent or designee as far in advance as possible in order for the District to obtain coverage.

XIII. Personal Leave

The Board recognizes that circumstances in the lives of unit members may occasionally determine the compelling and reasonable need to interrupt continuing service with the District for a period of six (6) months to a year and that such need may not qualify for leave under the several forms of leave available to unit members.

Any regular full-time permanent unit member may submit written request for personal leave for from six months to one year. Granting of such leave will be considered on the basis of the need, of which the Board shall be judge, and in terms of the availability of an adequate replacement for the unit member during the period of leave. Such leave shall be without pay.

Personal leave under this policy will also be granted to permanent or probationary female unit members terminating a maternity leave as provided in the policy on maternity leave.

XIV. Catastrophic Sick Leave Bank

1. A catastrophic injury or illness shall be defined as: any injury or illness which has incapacitated or will incapacitate a certificated employee for an extended period of time as determined by the committee based upon competent, documented medical evidence.

2. The Joint Catastrophic Sick Leave Bank Committee hereinafter referred to as the Committee determines the certificated employee's eligibility to receive donated leave under this section. The Committee shall be composed of four (4) appointees, two (2) by the District and two (2) by PVTA. The Committee shall prepare a written report regarding the matters submitted to it. The report shall be submitted to the District and the Association as an information item. Any action taken requires the presence of all

Committee Members; a simple majority vote shall prevail; a tie vote shall represent a denial.

3. To be an eligible participant of the Catastrophic Sick Leave Bank, a probationary or permanent certificated employee must donate one day of sick leave during the open enrollment period and one day each year thereafter. Current participating members will be exempt from donations in any year in which the bank exceeds 200 days on September 1. A certificated employee may only join the Sick Leave Bank during the annual open enrollment period in September. New members wishing to enter the bank will be required to donate one day during the open enrollment period regardless of the total number of days in the Bank. New employees may also join during the 30 calendar days following initial employment.

4. Donations of sick leave days to the Bank shall be irrevocable. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under Article IV Section labeled Personal Illness and Injury in the Agreement.

5. Sick leave day contributions will be authorized on the appropriate form (Appendix E-1) and continue from year to year under the provisions addressed below until canceled by the certificated employee. No sick leave may be surrendered or drawn for purposes of summer school.

6. A certificated employee who qualified for catastrophic injury or illness leave may not draw upon the Bank until all fully paid illness or injury leave is exhausted. A certificated employee who has exhausted sick leave but still has differential leave is eligible for a partial supplement from the Bank. The District shall pay the certificated employee full pay and the Bank shall be charged one-half day. This shall not exceed the amounts allowed a maximum below.

7. Leave from this Bank may not be used for illness or disability which qualifies the certificated employee for Worker's Compensation leave, and/or their own paid leave.

8. The maximum number of workdays from the Bank allowed by one member for a single catastrophic injury/illness shall not exceed 10 days.

9. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. The District, Association, and Committee shall not be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave withdrawal.

10. The certificated employee shall submit a "Certificated Sick Leave Bank Request for Withdrawal" form, (Appendix E-2) for the release of medical information. The Committee may require an independent medical evaluation to determine a certificated employee's right to receive leave from the Bank.

11. No action taken by the Committee under this section shall be subject to the grievance procedure of this Agreement. A certificated employee dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave Plan herein provided may submit a request for an appeal for reconsideration with additional supportive documentation. No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) calendar days after the action or decision in question. A waiver may be granted to an employee who is unable to make a request in a timely fashion due to medical reasons.

12. The Committee shall have no jurisdiction to hear any request which is not submitted within the required time frame.

13. If any provision of the section is held to be unlawful, then this entire section shall be null and void. This section supersedes any obligation of the District under Education Code Section 44043.5.

ARTICLE V
DISCIPLINE

I. No permanent or probationary unit member shall be disciplined without reasonable and just cause.

II. In the administration of this Article, the District shall observe the following progressive remediation steps:

1. A verbal reprimand.

2. A conference with the unit member which is memorialized in a memorandum but not placed in the personnel file.
3. A written reprimand which is placed in the personnel file.
4. Imposition of a suspension not to exceed fifteen (15) consecutive work days.

III. In the event of major or serious infractions, the District may impose discipline without following the progressive steps set forth above. In addition, the content of oral or written communications in steps a, b, and c above shall not be subject to the grievance procedure.

IV. In the event of a suspension under the provisions of this Article, it is agreed that the following provisions shall be adhered to:

1. Prior to imposing a suspension without pay, the District shall provide the unit member with written notice thereof which shall include the cause or causes for disciplinary action in a specific statement of charges. A conference shall be held between a unit member and his immediate supervisor or other appropriate administrator, at which time the unit member shall have the opportunity to respond to the charges and to any written materials upon which the charges are based. The unit member may be represented by the Association during this conference.

2. After the conference, the immediate supervisor or other appropriate administrator shall decide whether or not to impose a suspension without pay and give the unit member written notice thereof. Except in cases of major or serious infractions, the suspension shall not be imposed until the time limit for appeal to arbitration has expired and in the event that appeal to arbitration is timely filed, the suspension (except in cases of serious or major infractions) shall be held in abeyance until the decision of the arbitrator has been rendered.

3. Upon being served with written notice of suspension, the unit member may request a hearing before an arbitrator who shall be chosen by mutual agreement of the District and the Association. If mutual agreement cannot be reached within five (5) calendar days (excluding days the District Office is closed) after a request for hearing is received, the parties shall request a list of five (5) arbitrators from the State Conciliation Services. As soon as the list of five (5) potential arbitrators is received, the parties shall strike names and the remaining individual shall serve as the arbitrator.

4. The unit member must file the request for hearing under Section c. above with the Superintendent's Office no later than five (5) calendar days (excluding days the District Office is closed) after receiving the notice of suspension. Failure to file a written appeal within the five (5) day period shall be deemed a waiver of any right to a hearing.

5. The arbitrator shall prepare a written findings and a decision within thirty (30) calendar days after the close of the hearing. The decision shall be binding on all parties, but the arbitrator shall have authority only to affirm, modify or revoke the suspension without pay. Any modification shall be limited to increasing or decreasing the number of suspension days and, if the suspensions reduced or revoked, the unit member shall be entitled to back pay for the number of suspension days rescinded.

V. The terms "discipline," "disciplinary action" and "suspension," for purposes of this Article, mean suspensions without pay not to exceed fifteen (15) consecutive work days.

VI. The costs of an arbitrator shall be borne equally by the District and the Association. Each party shall bear its own costs of representation at the hearing.

VII. Nothing contained in this Article shall be construed to limit or restrict the authority of the governing board to dismiss, suspend or to take other disciplinary action under the Education Code or other applicable law. Suspensions of fifteen (15) working days or less shall be subject to the due process procedure set forth in this Article and the contractual grievance procedure shall not apply.

ARTICLE VI
GRIEVANCE PROCEDURE

I. **Definition of a "grievance"**

A "grievance" is a formal written allegation by a unit member that he/she has been adversely affected by a violation of the specific provisions of this Agreement. The President of the Association may file a grievance on behalf of the Association, alleging that the District has violated a provision of Article III of this Agreement. Actions to challenge or change District Policy contained in the rules and regulations of the Board of Administration regulations and procedures must be undertaken under separate legal processes. Other matters

for which a specific method of review is provided either by law or in the rules and regulations of the Board of Trustees, or in the Administrative regulations and procedures of the school district are not within the scope of this procedure. For a violation of Education Code or Board Policy, complaint forms are available at school sites and the Superintendent's office.

1. If unit members have like grievances, i.e., based upon the same act or omission and with like facts, and if the parties agree that they are like grievances, then they may be filed and/or processed as a group grievance through the Association, building representative or grievance committee representative.

2. The Association may file grievances on behalf of its membership so long as individual(s) involved are identified and the case details are contained within the grievance. Association grievances will be handled in the same manner as individual grievances.

II. Definitions

1. A "day" is one in which the District Office is open for business, excluding unit member holidays occurring within the contracted work year.

2. The "immediate supervisor" is the first level administrator having immediate jurisdiction over the grievant.

III. Time Limits

1. A grievance shall be initiated at Level I within thirty (30) days after the grievant has become aware or should have reasonably become aware of the act or occurrence which forms the reason or basis for the grievance.

IV. Informal Conference

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. The grievant has the right to be accompanied by a third party of his or her choice.

1. Within ten (10) days after the occurrence of the informal conference, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the

circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. Within the above time limits either party may request a personal conference with the other party.

a. In the event the immediate supervisor has no right or authority to resolve the Grievance, the grievant shall be notified in writing within five (5) days and immediately proceed to Level II of these procedures.

V. Level II

In the event the grievant is not satisfied with the decision at Level I, it may be appealed in writing within ten (10) days of receipt of the supervisor's written response. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or designee shall communicate a written decision with ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits.

VI. Level III: Mediation

1. If the grievant and/or Association is not satisfied with the decision made at Level II, or if there was no District response, the grievance shall be referred to grievance mediation.

2. The Association shall request that a conciliator/mediator from the California State Mediation/conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

3. If an agreement is reached, the agreement shall be reduced to writing and signed by the grievant, the Association, and the District. This agreement shall be nonprecedential and shall constitute a settlement of the grievance.

4. In the event that the grievant, the Association, and the Superintendent or his/her designee

have not resolved the grievance with the assistance of the conciliator/mediator within fifteen (15) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three and the grievance may proceed to Level Four.

VII Level IV: Binding Arbitration

1. In the event that the grievant is not satisfied with the decision of the Superintendent or his/her designee, the matter may be submitted for arbitration by filing a written request to the Palo Verde Teachers Association no later than fifteen (15) days following the decision of the Superintendent/designee. No unit member grievance will go to binding arbitration without the consent of PVTA.

2. If the Association determines that the grievance is appropriate, it shall notify the District that it is proceeding to arbitration, and request the California Mediation and Conciliation Service to provide a list of arbitrators. If the District and PVTA are unable to mutually agree upon an arbitrator, the parties shall, within ten (10) days of the receipt of the request for arbitration, submit a request to the California State Conciliation Service to submit a group of five (5) names. The parties shall alternatively strike names from the list supplied until one (1) name remains who shall then be the arbitrator. The arbitrator shall then be immediately notified by the appropriate party and a hearing date shall be set which is mutually agreeable to all parties. The arbitrator shall limit the decision to the specific issue or issues submitted. The arbitrator shall have no authority to alter, amend, add to, or subtract from the specific provisions of the Agreement. The arbitrator's decision shall be final and binding on the parties.

3. Fees and expenses of the arbitrator shall be paid by the party receiving an unfavorable decision. In the event that the arbitrator renders a "split decision" or either the District or PVTA disputes the decision, the parties shall send the decision to a mutually agreed upon State Mediator requested from the California State Conciliation Services for ruling of the parties' obligation(s) to pay [i.e. sixty percent (60%) win vs. forty percent (40%) loss, etc.].

VIII **Miscellaneous**

A unit member may be represented at all stages of the grievance procedure by themselves, or at their option, by a representative selected by the Association. If a unit member is not represented by the Association or its representative, the District shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

1. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he will, upon notice to his 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 meeting or hearings as a witness will be accorded the same right.

2. 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 unit members. It is understood that certain documents, communications and records from the unit member's personnel file may be used as resources in processing the grievance.

3. Forms for filing grievances, serving notices, will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District. The Association shall be provided a copy of all grievances filed by unit members.

ARTICLE VII
CONCERTED ACTIVITIES

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

II. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action.

III. It is agreed and understood that any unit member violating this Article may be subject to discipline up to and including termination by the District.

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

ARTICLE VIII
PERSONNEL FILES

I. **Materials**

1. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment shall be available for the inspection of the unit member involved and/or his/her designated representative.

2. Such material is not to include ratings, reports or records which (a) were obtained prior to the employment of the unit member involved (b) were prepared by identifiable Examination Committee members, or (c) were obtained in connection with a promotional examination.

3. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such unit member is not actually required to render services to the employing district.

4. Information of a derogatory nature, except material mentioned in the second paragraph of this Section, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached to any possible derogatory statement his own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction, providing it does not interfere with classroom teaching responsibilities.

5. The District shall not base any adverse action upon material which is not in the unit member's personnel file or which has not been placed there within 45 days following the date upon which the District knew or should have known of the conduct upon which the adverse action is based. This clause shall not restrict the District's right to introduce any relevant oral testimony or written documentation at a subsequent administrative or legal hearing.

II. Investigation of Complaints

1. Any citizen or parental complaint concerning a unit member shall be immediately investigated by District management. If the initial investigation reveals the complaint has merit, District management shall immediately notify the affected unit member concerning (a) the nature of the complaint, and (b) the identity of the complainant. The affected unit member shall have an opportunity to respond to the complaint. If the complaint proves to be without merit, no record of the complaint will be entered into the unit member's personnel file.

2. At the request of the unit member or District management, and upon receipt of a written complaint, a meeting with the complainant and unit member shall be scheduled. The unit member shall be entitled upon request to be represented or accompanied by a representative of the Association. The complainant may be accompanied by a representative of his choosing.

3. If, as a result of the meeting, no satisfactory resolution is reached, a written complaint may be placed in the unit member's personnel file. In connection therewith, the affected unit member may exercise his rights under paragraph 1 above. If, at the end of the

investigation, the charges contained in the complaint have been proven to be false, no record of the matter shall be entered into the unit member's personnel file.

III. Maintenance of Files

Official District personnel files shall be maintained at the District Office.

ARTICLE IX
ASSIGNMENTS AND TRANSFERS

From time to time it may be desirable, from the unit member's standpoint, to change assignment or job site. A transfer is defined as a change of job site. A change in assignment is defined as a change in grade level and/or subject matter. Opportunities for a different instructional program and new challenges are renewing experiences for those desiring the change. It shall be the practice in the Palo Verde Unified School District to provide such opportunities to its teachers.

I. Vacancies

A vacancy is defined as any position that does not have a unit member assigned to it. This includes any vacated promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the district.

1. As openings or vacancies in the District occur, information concerning those openings will be posted at the schools and emailed to all unit members on school email to provide teachers the opportunity to apply. Such vacancies shall consist of site, grade level, subject matters, and/or level responsibilities as appropriate.

2. Current lists of said vacancies shall remain posted at the District Office during the summer months.

3. No posted openings or vacancies shall be permanently filled until five unit member workdays after notice of the vacancy has been posted.

4. In cases when vacancies occur unexpectedly, the District shall have the right to fill the unexpected vacancy through an involuntary process.

II. Assignments

1. Tentative, initial assignments for the following school year shall be provided in writing to unit members by the first Friday after May 15th. This tentative assignment is not guaranteed for the upcoming year.

2. Unit members shall not be reassigned for punitive or arbitrary reasons.

3. If an involuntary reassignment occurs the unit member may request the reason for the reassignment in writing within ten (10) days of notification of the reassignment.

4. If a reassignment occurs during the school year, the impacted unit member shall have two (2) paid working days without students to prepare and organize for the reassignment. If the reassignment also necessitates a change in classrooms, the unit member shall have an additional paid work day to effectuate the move. The District shall be responsible for moving all District property and curriculum to the new classroom.

III. Voluntary Transfer

As openings or vacancies in the District occur, information concerning the vacancies will be posted at the schools to provide teachers with the opportunity to apply. Such vacancies shall consist of subject matters and/or level responsibilities.

1. Unit members interested in changing their work location should apply for the openings or vacancies directly to the principal of the school involved, both verbally and in writing, within five (5) working days of the posted notice. Principals of the various schools, recognizing the value of the provisions of this regulation both to the unit member and the District's instructional program, will allow such transfers to occur if those requesting the transfer are qualified and are accepted by the principal of the school having the vacancy. If, in the sole judgment and discretion of the District, two or more unit members are equally qualified, then, in that event, the unit member with the greatest District seniority shall be selected for the transfer.

2. Transfer requests by the unit member shall be addressed to specific openings or vacancies and will be considered on the basis of the following criteria:
   a. Credentials held permitting the performance of the assignment.
   b. Subject matter and level experience in the District.
   c. Quality and length of service

3. If a transfer request pursuant to Section 3 is denied, the unit member shall be provided upon request, a written statement of the specific reasons for the denial.

IV. Involuntary Transfer

1. Transfers of bargaining unit members may be initiated by the District management. Such transfers may be based on:
   a. Credentials held permitting the performance of the assignment.
   b. Subject matter and grade level experience in the District.
   c. Quality and length of service.

2. Transfers initiated by the District shall not be punitive or arbitrary but shall be directly related to the needs of the District; this shall include the District's obligation, if any, to meet its commitment under Article X, Class Size. If transfer is necessary due to a decrease in enrollment at a site, the District may first seek volunteers prior to making any involuntary transfers.
   a. Unit members who are involuntarily transferred shall be given at least ten (10) days written notice prior to the date the transfer takes effect.

3. Unit members involved in such transfers shall be given the specific reasons for the impending transfer in writing, and shall have the right to indicate preferences from the list of openings or vacancies.

4. Both voluntary and involuntary transfers or changes in assignment are made to best support the needs of the District. Once a transfer or reassignment occurs, the unit member shall remain in that position for the remainder of the school year, with the exception of vacancies in non-classroom positions. Unit members may request a transfer or reassignment for the

next year. Unit members may appeal decisions involving transfer or reassignment directly to the Superintendent. The Superintendent's decision is final. District initiated transfers shall not result in the loss of compensation or fringe benefits to the unit member.

5. If the transfer occurs after the school year has begun, the impacted unit member shall have three (3) paid working days without students to prepare and organize for the transfer. The affected Unit Member shall be given three days to use in any combination of the two options listed below:
   a. Paid working days without students. The District will provide a substitute for the affected Unit Member's classroom.
   b. Unit Member may elect to prepare for the transfer on their own time. In such cases, the District shall pay the affected Unit Member $150.00 per day for performing the work on their own time.

6. The District shall be responsible for moving all District property and curriculum to the new classroom.

ARTICLE X
CLASS SIZE

I. Class Size

The following maximum class sizes taught by unit members shall only be exceeded if required by limited facilities or by mutual agreement the Association and the administration in writing. On the 16th day, if the parties agree to allow the maximum class size to be exceeded, the impacted unit member shall receive one (1) hour of extra duty pay per day. Class size may not be exceeded by more than three (3) students. The District shall have not more than fifteen (15) school days to modify class size whenever they exceed the stated maximums:

Grade TK	20
Grades K – 3:	28
Grades 4 – 5:	30
Grade 6:	31
Grades 7 – 8:	32
Grades 9 – 12:	33 in regular classes, not to exceed 210 daily student contacts.

The above limitations shall not apply to the District's current team teaching practices, home rooms, not to such traditionally large classes as band, orchestra, chorus, etc.

Areas such as Shop and Labs:	28 per class or the number of permanent student Stations, whichever is less, (classes that require labs according to State curriculum and standards shall have no more than 30 students).
Arts and/or Crafts Classes:	33 students per class
Physical Education:	230 daily student contacts
Continuation High School Class Size:	The District recognizes that class sizes smaller than those at PVHS are beneficial to meet the objectives and unique program of Twin Palms High School.
Self-Contained Special Education:	Special Day Class (SDC), Life Skills or any Self-contained special education classes shall not exceed a District-wide average of 16 at the elementary level and 18 at the secondary level. The individual class maximum shall be 20.

ARTICLE XI
WORK HOURS

I. Work Year

1. The work year shall be 185 working days and 180 student days, exclusive of summer School.
   a. The five (5) working days outside of the student year shall be scheduled as follows:
      i. one (1) day at the beginning of the year to be used for one-half (1/2) district directed and one-half (1/2) unit member directed,
      ii. one (1) day for unit member-directed classroom preparation,

iii. one (1) day for unit member-directed preparation scheduled on the first day of the second semester (three hours of which will be dedicated to Administrator directed training at the elementary level only),

iv. one (1) day for unit member-directed preparation scheduled on the first Friday after the 2nd trimester ends (three hours of which will be dedicated to Administrator directed training at the secondary level only),

v. and one (1) day after the last day of the student year as a minimum day for unit member-directed room closing.

b. In addition to the above, unit members shall perform co-curricular supervisory assignments as assigned. In connection with those assignments, the District shall first seek volunteers. If there are not sufficient volunteers, the District shall make assignments on a non-voluntary, equitable basis.

c. No unit member shall be required to serve more than four co-curricular supervisory assignments per year.

d. One Saturday co-curricular supervisory assignment shall be deemed to have fulfilled the yearly requirements for such activities.

e. In developing professional development topics to be offered under Section 1, the District shall seek input from PVTA through a formal meeting with PVTA President and two other PVTA members, selected by PVTA, to hear the needs of PVTA in regards to professional development and work collaboratively to develop professional development offerings. The District will work diligently to support the professional development needs of staff through focused and ongoing training in the highest areas of need.

f. All professional development days will conclude with the opportunity for all attendees to complete a feedback survey to express the value of the training received.

II. Work Day

1. The length of the unit members' on-site work day shall be 7 ½ hours inclusive of lunch.

2. No unit member shall be required to attend workshops beyond the work day unless otherwise specified.

III. Schedules

1. Secondary sites shall be broken down into distinct instructional periods of 6 or 7 periods, with unit members teaching 5 or 6 periods, respectively (allowing for one preparation period per day). Discussions of other possible instructional day programs (e.g. block schedules, less periods per day, etc.) are allowed but may not be put in place until approved by the District and the Association. Other instructional day programs may impact the daily preparation period described above.

2. Principal shall meet with PVTA Site Representatives to develop a modified schedule for Finals Weeks and California state testing, if needed. The modification must ensure all teachers receive the equivalent to their weekly preparation minutes during the modified week and must not extend the instructional day or work day. If the proposed schedule meets these requirements, the schedule shall be voted on by unit members through a ballot. The schedule must pass by 60% of unit members employed at the site. The whole school year's finals schedule can be voted on at one time.

IV. After School Activities

1. In addition to the hours outlined in Section 2 above, unit members shall attend required professional meetings as necessary, participate in professional activities including Back to School and Open House and perform such professional assignments as may be called or assigned by the principal or other immediate supervisor or by the Superintendent or their designee consistent with current and past District practices.
   a. When unit members are required to attend after school activities, for example, Back to School Night and/or Open House, the unit members may leave the campus as soon as the students have been dismissed, provided the unit members' rooms are properly prepared for such evening events.

b. It is understood that a unit member may be required to remain for up to 30 minutes after the end of their workday, (when necessary), in order to attend an Individualized Education Program (IEP) meeting without additional compensation. Time spent beyond 30 minutes after the end of their workday in order to attend an IEP meeting shall be compensated at the Extra Duty rate of pay, prorated to quarter hour increments.

V. Meetings

1. PLC meetings will occur on late start/early release days, and shall be structured monthly to include:
   a. Two (2) weeks of District/Site Administration directed collaborative activities.
   b. Two (2) weeks of Unit member directed grade level teaming analyzing current student data to drive collaborative planning tied to increased or improved instructional services. These meetings shall not be used as individual teacher preparation time.

2. The District may require unit members up to attend two staff meetings per month, during regular work hours. Additional staff/group meetings may be called in the same week but attendance shall be voluntary.
   a. In addition, the Superintendent or designee may call five additional one-hour meetings per year per site.

VI. Preparation Time

1. While the primary purpose of Preparation Time is for preparation, planning and/or conferences, the District retains the right to assign unit members other professional responsibilities during their preparation period, including, but not limited to substituting for other unit members in cases where the District has not secured a substitute teacher from the usual sources. The District may use teacher's preparation time once per trimester/quarter and one (1) additional preparation time per the administrator's scheduling discretion for professional development.
   a. Elementary Preparation Time
      i. One shortened day per week will be provided for elementary teachers to be used as instructional preparation time. A minimum 120 minute work block will be provided as a conference/collaboration/preparation.

ii. A PLC time utilizing early release one day per week to provide for a minimum of a 60-minute block at the elementary level.

b. Secondary Preparation Time

i. During the term of this Agreement, the District shall continue to assign secondary unit members one teaching period per day to be used for preparation, planning, and/or conferences.

ii. A work block will be provided as a conference/collaboration/preparation /PLC time utilizing early release one day per week to provide one period at the secondary level.

c. Special Education Preparation Time

i. All special education teachers (Resource, SDC and Life Skills) shall receive no less than six (6) days per year upon request of protected time without students for the purpose of IEP writing, IEP meetings, and other paperwork to be scheduled mutually with the building administrator.

d. Classroom Coverage

i. When it becomes necessary for an elementary principal to assign unit members to substitute duties during the instructional day due to the unavailability of a substitute, the principal shall first seek volunteers from a list of unit members. Unit member, whether substituting voluntarily or by assignment, will be paid a share of a flat rate of $325 per day (including Early Release), by the number of unit members receiving the absent teacher's students. If one unit member received the students, each would receive a half share and so forth. This formula would apply for each day that their class is used for redistributing students when a substitute would otherwise be used. Students should be redistributed into relatively equal groups. Every attempt shall be made to place students with similar grade levels.

ii. When it becomes necessary for a secondary principal to assign unit members to substitute duties during their preparation periods, the principal shall first seek substitute from a list of volunteers. The unit members, whether substituting voluntarily or by assignment, will be paid at a rate of Extra Duty hourly rate per

class period. Due to the individualized nature of the program and the low student-teacher ratio, this provision shall not apply to continuation school(s).

VII. Duty Free Lunch

1. Every unit member shall be entitled to one duty free, uninterrupted lunch period per day.
   a. The lunch period shall be thirty (30) consecutive minutes, as arranged by unit member administrative agreement as necessary for the efficient scheduling for each school.
   b. During an emergency case, a 15/15 minute schedule will be observed at lunch time prepared by a District designee. Those unit members who are assigned a preparation period immediately preceding or subsequent to the lunch period shall not be assigned supervision during the preparation period, except in an emergency.
   c. Unit members who accept lunch duty shall be paid Extra Duty rate (prorated to ½ hour) per duty period served. This payment is provided in recognition that the Education Code provides unit members with duty-free lunch periods and in recognition that unit members who accept lunch duty may need to use their regular scheduled preparation periods to eat lunch and may thereby find it necessary to use additional time outside the working day for class preparation.

VIII. Course Assignments

1. Secondary unit members shall have no more than three different course title preparations per day (excluding home rooms) without their written voluntary consent.
2. For the high school, a course title will be defined as the name given to a specific class which has a unique computerized number.

IX. Parent Teacher Conferences

1. A time for parent-teacher conferences will be provided as negotiated in the current District Calendar.
   a. Elementary Principals shall collaborate with their leadership teams to develop an equitable parent-teacher conference schedule.
   b. The first work day following the end of the first semester will be a grade preparation and planning day for teachers. It will be a day without students.
   c. Secondary school teachers will schedule one evening of parent conferences in the

Fall shortly after the first grading period and not to exceed two (2) hours and one other parent conference evening in the Spring shortly after the end of the First Semester if needed and not to exceed one (1) hour.

ARTICLE XII
PAYROLL DEDUCTIONS

Upon appropriate written authorization from the unit member, the District shall deduct without charge from the salary of said unit member and make appropriate remittance for Association dues, annuities, credit union, insurance programs or any other plans or programs approved by the District.

ARTICLE XIII
UNIT MEMBER TRAVEL

I. Schedules of unit members who are assigned to more than one school will be arranged so that no such unit member will be required, without consent, to engage in inter-school travel of more than twenty-five (25) miles per day. Such unit members will be notified of any changes in their schedules at least ten (10) school days prior to proposed change.

II. Unit members who are requested to use their own automobiles in the performance of their duties will be reimbursed for all such travel at the current IRS mileage reimbursement rate.

III. Unit members who are authorized and assigned to use their personal automobiles for District sponsored field trips or other District business, including home teaching, shall receive the benefits provided in Section 2 above. Upon accepting a home teaching assignment, the unit member will be provided a mileage and hours form. Unit members will be reimbursed within a reasonable period of time after submitting the mileage and hours form to the appropriate District personnel.

ARTICLE XIV
SALARY AND BENEFITS

I. **For the 2025-2026 School Year:**

1. The total Health Benefit cap shall be increased to $18,240 per the chart below.

2. The salary schedule will be increased by 2.6% effective July 1, 2025. Unit members shall receive step and column movement as per salary schedule and extra duty assignment pay as per salary schedule. The Teachers Salary Schedule is attached as Appendix A-1. The Extra Duty Salary Schedule is attached as Appendix B.

II. During the term of this Agreement, the District agrees to pay the Health and Welfare premiums as reflected below:

1. Health and Welfare Benefits

Effective upon contract ratification, the District contribution toward benefits for certificated teachers shall be $18,240, allocated between medical, dental, and vision, according to the chart below. Employees selecting plans which cost in excess of $18,240 shall have the difference deducted from their salary warrants on a tenthly basis. District contributions are made on a monthly basis.

PLAN COMPONENT	ANNUAL DISTRICT CONTRIBUTION (2025-2026)
Medical Benefit	$17,410
Dental Benefit	$1,000
Vision Benefit	$100

2. During the term of this Agreement, the District will also continue to provide the opportunity for specific unit members to receive applicable insurance benefits as listed below at the unit member's expense:

a. Unit members who are absent on account of illness and who have exhausted their accumulated paid leaves may participate in the District's health insurance program not to exceed twelve (12) months following exhaustion of said leave.

b. Unit members on District approved paid leave of absence may participate in the

District's health insurance program for the period of leave.

c. A unit member retiring after their fifty-fifth (55) birthday and who has served five (5) consecutive years in the District prior to retirement may participate in the District's health insurance program at his/her own expense. (Retirement means service retirement)

3. Beginning in the spring of 2000, health insurance will be available to those certificated employees who retire under the following conditions and guidelines.

a. An employee must have served 10 consecutive years immediately preceding retirement. A certificated employee who retires after his or her 55th birthday and prior to the beginning of or at the end of the school year in which his or her 64th birthday occurs shall be provided, at his or her request, health insurance coverage with the District paying 85% of the premium(s) then in effect, and the employee paying 15% each year until the end of the month in which the employee reaches age 65. This benefit extends only to health insurance and does not include vision or dental coverage. The health insurance rate structure for early retirees shall be based upon a three tiered rate (single, two-party, family).

b. Employees who elect not to retire prior to or at the conclusion of the teaching year in which they reach age 64 shall not be eligible for this benefit. Employees retiring at age 64 through age 65 may continue on the district health plan until age 65, but only at their own expense with no District contributions.

c. In the event that Medicare or some other national or state health plan becomes available to employees under the age of 65, this benefit will be provided only up to the date such other plan takes effect.

d. Employees over the age of 65 who elect to retire will be eligible for benefits under the provisions of Medicare or COBRA legislation currently in effect.

e. If both husband and wife are eligible employees under the plan, only one of them may enroll as a subscriber and the other spouse must enroll as the dependent.

If the subscriber is no longer eligible for the 85/15 insurance program, the dependent automatically becomes the subscriber until age 65 if the dependent was a full-time employee for at least ten consecutive years before retirement.

f. Effective July 1, 2005 the reference of 85% of premium shall be amended to refer to 85%

of the applicable retiree rate not exceed 85% of the highest health insurance rate paid on behalf of active employees.

III. Savings Clause – Specific to Retirement Plan

Health insurance benefits as described above may be discontinued by the Governing Board at their discretion in the event this program is no longer economically feasible provided that discontinuance of the benefit is announced by the Board at least one year in advance of the discontinuance date.

ARTICLE XV
EVALUATION PROCEDURES

I. Professional Standards

The Association and the District agree to incorporate the California Standards for the Teaching Profession into the evaluation process. The California Commission on Teacher Credentialing has adopted professional standards (hereinafter referred in this Article as "Standards") that will guide teacher preparation programs and teacher assessments. These Standards are organized around six (6) interrelated categories of teaching practice with several supporting elements under each Standard (Appendix C-1). The Standards are:

I. Engaging and Supporting all Students in Learning.
II. Creating and Maintaining Effective Environments for Student Learning.
III. Understanding and Organizing Subject Matter for Student Learning.
IV. Planning Instruction and Designing Learning Experiences for All Students.
V. Assessing Students for Learning
VI. Developing as a Professional Educator

II. Evaluation Procedure

1. Provisional and Probationary Unit Members
   a. Evaluation based on the Standards shall be accomplished annually for provisional and probationary unit members.
   b. The evaluation of first-year provisional and probationary unit members shall place an

emphasis on two Standards: (II) Create and Maintain Effective Environments for Student Learning; (IV) Plan Instruction and Design Learning Experiences for All Students.

The evaluation of second-year provisional and probationary unit members shall place an emphasis on three Standards: (I) Engage and Support all Students in Learning; (III) Understand and Organize Subject Matter for Student Learning; (V) Assess Student Learning.

c. The evaluation of continuing provisional and probationary unit members with three (3) or more years in the District shall place an emphasis on any three (3) of the six (6) Standards.

2. Permanent Unit Members

a. Evaluation based on the Standards shall be accomplished at least once every other year for permanent unit members unless the unit member is subject to a five (5) year evaluation cycle in accordance with subsection b., below.

b. Permanent unit members who have been employed by the District for at least ten (10) years and whose previous evaluation rated the unit member as "Meets Standards" or "Exceeds Standards" may be evaluated at least once every five (5) years provided the evaluator and the unit member agree in writing. Either the evaluator or the evaluatee may withdraw their consent at any time. The decision to withdraw consent shall not be subject to the grievance/arbitration provisions of this Agreement; however, the evaluator of evaluatee shall schedule a conference with one another to discuss the withdrawal of consent. At the unit member's request, the evaluator shall provide reasons in writing to withdrawing consent to continue a unit member on a 5 year evaluation cycle.

c. The evaluation of permanent unit members shall place an emphasis on any three of the six Standards.

3. Notification of Evaluation and Formal Observation Timelines

a. On or before September 15, the evaluator will notify those unit members who have been selected for formal evaluation, provide the unit member is employed as of September 1.

b. For permanent unit members and continuing provisional and probationary unit

members with three (3) or more years, by October 15, the evaluator and the unit member will meet to agree upon the Standards which will form the basis for the evaluation (Appendix C-2). If the evaluator and the unit member cannot agree on the designated Standards, the unit member shall choose two (2) Standards and the evaluator shall choose one (1) standard.

c. Provisional and probationary unit members shall have at least one Formal Scheduled Observation on or before January 15th of each school year, provided the probationary or provisional unit member was employed as of the first day of school, and provided the unit member is not on an extended leave of absence.

d. Data for evaluation summaries may include information from the following sources:

   i. Formal Scheduled Observation-classroom visits which last at least twenty (20) minutes.

   ii. Prior to the classroom observation, a conference between the evaluator and the unit member shall be held.

   iii. Informal Observation –classroom visits

   iv. Evidence showing that unit members adhere to the Standards (See Appendix C-3)

   v. Rules of Conduct for Professional Educators (California Code of Regulations Title 5; Division 8; Chapter 3; Article 3)

   vi. Anecdotal records made by evaluator or unit member.

e. A conference between the evaluator and unit member shall be held within five (5) school days following an observation for the purpose of discussing the observation and the observer's notes; any comments commendations, and/or specific suggestions for improvement will be noted in writing (Appendix C-3). If the observation discloses a rating of Needs Improvement or Unsatisfactory in any element of the Standards, the evaluator shall offer a constructive written assistance plan during the conference aimed at achieving the recommended improvement using the Interim Evaluation Form (Appendix C-4).

f. A written summary of the conference notes and the evaluation criteria form will constitute the Final Evaluation and must be completed by March 15 (Appendix C-4). The evaluator will present the written evaluation and discuss the matter with the unit member. The unit member must sign the evaluation signifying only that the unit

member has read the document and has been provided the opportunity of attaching a written response, which shall become part of the permanent record.

g. If the Final Evaluation discloses a rating of 'Needs Improvement' or 'Unsatisfactory', the evaluator shall offer constructive written assistance plan aimed at achieving the recommended improvement (Appendix C-4). The unit member shall take action to correct any cited deficiencies based upon the evaluator's specific recommendations for improvement (Appendix C-4), which may include voluntary participation in the P.A.R. Program (Appendix D). The unit member will be evaluated the following year.

h. If the final evaluation discloses an Unsatisfactory rating, permanent unit members shall be required to participate in the P.A.R. Program. The unit member will be evaluated the following year.

i. The District will use standard and consistent rounding practices in calculating averages (i.e. "Half Round Up) for individual standards.

III. Grievability

A violation of a specific procedure set forth in this Article shall be subject to the grievance procedure, but the content of any evaluation shall not be grieved.

ARTICLE XVI
SAFETY CONDITIONS

I. Safe Working Conditions

1. District will use reasonable efforts to provide a safe and physically healthy work place for bargaining unit members. Unit members shall comply with the District's reasonable rules, regulations, and directives designed to provide a safe and healthy work place and learning environment.

2. The District will conduct all necessary safety trainings as required by law.

3. District shall furnish each classroom with first aid and emergency kits inclusive of lockdown kit items and will provide working classroom telephones with an emergency button that will contact all extensions in the office.

a. The first aid and emergency kit inventory sheet shall be provided to unit members no later than May 15th for the following school year re-supply.
b. The first aid and emergency kits shall be completely re-supplied no later than the first week of school.

4. The District shall provide a uniform form for reporting safety concerns, one copy of which shall be retained by the unit member filing such report, one copy shall be forwarded to the site administrator and one copy shall be forwarded to the Maintenance Department. Copies of the form should be signed by the unit member, the site administrator and, if possible, by a representative of the Maintenance Department. Safety concerns reported shall be addressed as appropriate.

5. The District shall provide an Employee Assistance Program and shall make information readily available on the District website to all unit members.

II. Joint Safety Committee

1. The District shall establish a Joint Safety Committee. The Joint Safety Committee shall provide information to bargaining unit members on Ed Code, Board Policy, and any regulations that govern the creation and implementation of the Comprehensive School Safety Plans (CSSP), the Injury and Illness Prevention Plan (IIPP), and the Workplace Violence Prevention Plan (WVPP). The committee shall make recommendations to District Administration concerning safety conditions. The Joint Safety Committee's purview may also include reviewing and providing input on the Emergency Operations Plans (EOP), CSSP, IIPP, WVPP, and quarterly reports regarding suspensions and expulsions, providing input concerning training provided by the District in regard to student and staff safety, and providing input to standardize communication at sites and across the District for emergency procedures.

2. Committee makeup: Two District administrators shall be included on the committee. Each school site shall have one PVTA representative on the committee. The District reserves the right to add additional employees as necessary.

3. Frequency: The committee will meet at least four (4) times a year with additional meetings as determined by the committee. The committee shall make recommendations to District Administration concerning safety conditions. A written communication will be sent to unit representatives regarding the agenda and summary of meeting from the committee within five (5) work days.

4. Compensation: The District shall use reasonable efforts to have Joint Committee Meetings during work hours.

III. Injury Willfully Caused by Students

1. Unit members may use reasonable force under circumstances which require that they defend themselves or students against an assault; provided, however, that such force does not exceed that which is needed to repel or protect from bodily injury and provided, further, that the unit member report any such incident to the immediate supervisor within a twenty-four hour period. This provision shall not be read as a requirement that unit members must place themselves in danger of serious bodily injury in order to protect another employee or student from an assault.

2. The District shall collaborate with the PVTA president, to include as part of its professional development schedule, training necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

3. Whenever a unit member is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the unit member, and their supervisor, if the supervisor has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities. Unit members are responsible for reporting the incident to their supervisor.

4. Pursuant to California Education code 48904 and 48905, a unit member may request that the district pursue legal action against a pupil or the parent/guardian of the pupil who willfully injured or damaged the real or personal property of that unit member while that member was acting within the course and scope of their employment.

IV. Pupil Discipline

1. The District shall inform the teachers of each student who has engaged in violent acts according to Ed Code §49079.

2. The District shall provide periodic in-service training on how to document classroom disciplinary matters and grounds for suspension or expulsion.

3. A written description of rights and duties of unit members with respect to student discipline, including the rights and duties of suspended students shall be presented to each unit member within the first week of school.

4. Each site leadership team may advise on site discipline procedures.

5. While observing the due process rights of students, a unit member may remove a student from their classroom for disciplinary reasons subject to and in accordance with California Education Code 48900.5, 48910, and 48925, provided Section 48910 remains law.

6. With regard to Education Code section 48910, a bargaining unit member may suspend for any of the acts enumerated in Section 48900, any pupil from such unit member's class for the day of the suspension and the day following. The unit member shall immediately report the suspension to the principal of the school, and send the pupil to the principal or designee for appropriate action. Within the term of suspension, the unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the unit member or parent/guardian so requests. The pupil shall not be returned to the class from which he or she was suspended during the term of suspension without concurrence of the suspending unit member and the principal.

7. Student Placement: When a student's schedule/teacher is permanently changed for disciplinary reasons, the receiving unit member will be informed of the reason for the change prior to the placement.

ARTICLE XVII
COMMUNICATIONS

To facilitate communications and the solution of difficulties, the District and the Association will meet monthly to discuss and consider other concerns. These meetings shall occur outside of the unit member work day and representatives will be compensated for the meeting at the extra duty rate. Date for these meetings shall be tentatively calendared for the entire school year no later than August 31st of each school year.

I. PVTA will select up to 5 (five)-unit members to participate.

II. Examples of subject matter areas for the group to discuss:

1. Assist in identifying and/or preventing potential problems
2. Serve as a sounding board and a giver and receiver of feedback, re: district matters.
3. Act as an education advocacy group-an idea generator.
4. Improve staff relationships.
5. Professional development.

ARTICLE XVIII
COMPLETE UNDERSTANDING

I. For the term of this Agreement, except as provided in Article XIX, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

II. Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or clause.

ARTICLE XIX
DURATION OF CONTRACT

Except where otherwise specifically provided, the effective dates of this agreement shall be from July 1, 2025 through June 30, 2028. In 2026-2027 and 2027-2028, either party may reopen Article XIV (Salary and Benefits) plus 2 additional articles.

Agreed to this April 27, 2026, at Blythe, Riverside County, California.

DATE_____ PALO VERDE UNIFIED SCHOOL DISTRICT

_____

_____

PALO VERDE TEACHERS ASSOCIATION

_____

_____

_____

2025/2026 TEACHER SALARY SCHEDULE 100

DISTRICT 64 - PALO VERDE UNIFIED SCHOOL DISTRICT

BOT APPROVED: 5.19.2026

Schedule ID: 100 / Position Type: 1 / Effective Date: 07/01/2025

Based on 185 Day Contract Year

(Galaxy 2.6% increase applied to SCH 100 EFF. 7.1.2024)

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
ROW (YEAR)	B.A.	B.A. + 30	B.A. + 45 OR M.A.	B.A. + 60 OR M.A. + 15	B.A. + 75 W/M.A. OR M.A. + 30
1	64,701.000	68,257.000	72,012.000	75,971.000	80,150.000
2	66,802.000	70,474.000	74,350.000	78,441.000	82,752.000
3	68,976.000	72,768.000	76,771.000	80,987.000	85,443.000
4	71,218.000	75,130.000	79,267.000	83,623.000	88,221.000
5	73,531.000	77,573.000	81,843.000	86,339.000	91,091.000
6	75,921.000	80,093.000	84,500.000	89,148.000	94,050.000
7	78,387.000	82,698.000	87,245.000	92,042.000	97,107.000
8	80,935.000	85,390.000	90,081.000	95,035.000	100,267.000
9	83,563.000	88,160.000	93,009.000	98,125.000	103,524.000
10	0.000	91,029.000	96,032.000	101,312.000	106,889.000
11	0.000	93,985.000	99,152.000	104,605.000	110,361.000
12	0.000	0.000	102,375.000	108,002.000	113,948.000
13	0.000	0.000	105,702.000	111,511.000	117,651.000
16	0.000	0.000	110,239.000	116,233.000	122,570.000
19	0.000	0.000	113,815.000	120,010.000	126,552.000
22	0.000	0.000	117,516.000	123,908.000	130,666.000

CLASS	
II	a. Bachelor's Degree or b. Class "A" Vocational credential accepted as equivalent to BA or c. Public Health Nurse certificate accepted as equivalent to BA
III	Bachelor's Degree plus 30 upper division or graduate hours after BA
IV	a. Bachelor's Degree plus 45 upper division or graduate hours after BA or b. Master's Degree
V	a. Bachelor's Degree plus 60 upper division or graduate hours after BA or b. Masters Degree plus 15 upper division or graduate hours after MA
VI	a. Bachelor's Degree plus 75 upper division or graduate hours after BA (including MA), or b. Master's Degree plus 30 upper division or graduate hours after MA

(4141.1(b)

CONDITIONS AFFECTING UNIT MEMBER PLACEMENT ON THE SALARY SCHEDULE

GENERAL PROVISIONS:

1. Tentative credit verification for movement on the salary schedule must be submitted to the Personnel Office by October 1, each year. Verification may be in the form of a letter from the institution indicating credits earned or a temporary grade card with credits earned. In order to be considered timely, final grade verification, providing an actual grade card or transcript must be submitted by November 30. Movement on the salary schedule shall be retroactive to the beginning of the regular work year in the year timely submissions occur. For transcripts submitted after November 30, column changes will be implemented no later than three months following district receipt of official transcripts verifying the work which qualified the unit member for column movement. Payment for the column change shall be retroactive to the date the district receives official transcripts verifying completion.

2. All calculations involving salary schedule placement are based on semester units.

3. It is the intent of the parties that the above conditions shall prevail in regard to placement of unit members on the salary schedule, notwithstanding the provisions of Education Code Section 45028.

4. Vertical Movement: All qualified unit members shall advance one (1) year vertical step on the salary schedule for each year of service, except those on year(s) 13, 16 and 19 will remain on that year step for 3 consecutive years as well as those whose placement is at the maximum step.
   Regular full-time unit members, who in any one school year are in paid status for at least seventy-five percent (75%) of the work days designated, shall be deemed to have earned a year of experience credit.

Salary Guides

Salary Schedule Provisions

1. Credit for initial placement on the appropriate step of this schedule shall be allowed for up to nine (9) years of full-time teaching experience gained outside the Palo Verde Unified School District. Full-time experience is defined as 75% or more of a full-time load for a full school year for a regular teacher in the institution in which the teaching was done or a full-time load for 75% or more the full school year.

2. Teachers employed by the Palo Verde Unified School District who are called to military service while under contract will, upon their return to this district within one year following their discharge from military service, be allowed full credit (full year only) on the schedule for the time spent in the armed forces up to a maximum of two years.

3. Hours of work which may be credited toward movement on the salary schedule from one class to another class must be 15 semester hours of qualified upper division or graduate work taken from an accredited institution. *

   a. May not exceed three (3) semester hours of correspondence work.

   b. Six (6) semester hours of work from approved courses at Palo Verde College or approved workshops or inservice training programs may be substituted for six (6) semester hours of upper division or graduate work. (Approval is granted by the District Superintendent. The teacher shall make request for approval before participating in the course or workshop.

   c. All qualified units from accredited institutions presented at the time of initial employment in the district will be accepted in determination of initial placement on the salary schedule.

   d. All qualified units offered for advancement on the schedule after initial employment must be:

      1) units being credited toward the completion of some California credential
      OR 2) units being credited toward completion of an advanced degree
      OR 3) units in coursework in the content field of the teaching major or minor as shown on the current teaching credential.
      OR 4) units in extension courses offered in the district by arrangement of the Educational Services Office.

*Where a question arises as to the crediting of any particular units or the recognition of certain lower division units other than as in 3b or 3d) as equivalent to upper division, the certification of the institution granting the units shall be accepted as final. It shall be the responsibility of the employee seeking such credits to be qualified to obtain written certification from the institution.

Personnel – Certificated

Salary Guides

Salary Schedule Provisions, cont'd

OR 5) Units in coursework determined to be related to and having reasonable expectation of adding to the competence of the employee in either the current or some anticipated assignment in the district, as determined by the Committee on Professional Advancement.**

OR 6) Service on Instructional Council.

4. A minimum of four (4) professional growth points shall be required for each three-year period of employment in order to advance to the succeeding step for the fourth year. These points may be earned by:

   a. Upper division or graduate work taken from an accredited institution. (1 semester unit + 1 point)

   b. Approved courses at Palo Verde College or approved workshops and inservice training programs. (To be approved in advance by the District Superintendent. 1 semester unit = 1 point)

   c. Travel. A maximum of two points may be earned no more often than once every five (5) years by travel, vacation or educational. Point credit for travel is contingent upon advance approval by the superintendent. The teacher anticipating a request for such point credit shall submit to the Superintendent a brief proposal outlining the trip and the specific benefits (knowledge, exposure, artifacts to be brought back, etc.) to be obtained as they apply to the teacher's basic teaching assignment. Upon completion of the approved travel a summary report shall be submitted, along with the request for professional growth point credit. The summary will place emphasis on specific aspects of the teaching assignment (learning sequences, resource packages, and teaching strategies) that will be enhanced as a result of the travel experience.

   d. Contributions to professional literature. (Approved by Superintendent)

5. A person previously employed as a classroom teacher in the Palo Verde Unified School District shall, upon returning to a position as a classroom teacher after a lapse of time not to exceed five (5) years, be given full credit for placement on the salary schedule for all experience within the Palo Verde Unified School District.

**Certain lower division units demonstrated to be essential prerequisites or to meet the criteria of this subsection may be approved at the discretion of the Committee. However, the number of lower division units offered for advancement from one salary schedule class to the next approved under this subsection or under 3 b) above shall not total more than six (6) units.

REVISION 16 (BOT 5/19/2026) **4141.3(a)**

PALO VERDE UNIFIED SCHOOL DISTRICT
EXTRA PAY FOR EXTRA WORK
7/1/2026

All percentages listed below are linked to the salary in Class IV, Step 3 of the Teacher Salary Schedule.

ATHLETICS:

Athletic Director	8%
Sports Wellness Coach – For All Sport	3%
Equipment Mgr – For All Sports	3%
Football Varsity Head Coach – Boys	8%
Football Varsity Assistant Coach – Boys	4%
Football Jr. Varsity Coach – Boys	5%
Football Jr. Varsity Assistant Coach – Boys	4%
Freshman Football Coach – Boys	5%
Volleyball Varsity Head Coach – Girls	6%
Volleyball Jr. Varsity Coach – Girls	5%
Volleyball Assistant Coach – Girls	4%
Freshman Volleyball Coach – Girls	5%
Cross Country Varsity Head Coach – Co-Ed	6%
Cross Country Assistant Coach – Co-Ed	4%
Basketball Varsity Head Coach – Boys	6%
Basketball Jr. Varsity Coach – Boys	5%
Basketball Assistant Coach – Boys	4%
Basketball Varsity Head Coach – Girls	6%
Basketball Jr. Varsity Coach – Girls	5%
Basketball Assistant Coach – Girls	4%
Wrestling Varsity Head Coach – Co-Ed	6%
Wrestling Jr. Varsity Coach – Co-Ed	5%
Soccer Varsity Head Coach – Boys	6%
Soccer Jr. Varsity Coach – Boys	5%
Soccer Assistant Coach – Boys	4%
Soccer Varsity Head Coach – Girls	6%
Soccer Jr. Varsity Coach – Girls	5%
Soccer Assistant Coach – Girls	4%
Baseball Varsity Head Coach – Boys	6%
Baseball Jr. Varsity Coach – Boys	5%
Baseball Assistant Coach – Boys	4%
Softball Varsity Head Coach – Girls	6%
Softball Jr. Varsity Coach – Girls	5%
Softball Assistant Coach – Girls	4%
Track Varsity Head Coach (Boys/Girls)	6%
Track Jr. Varsity Coach (Boys/Girls)	5%
Track Assistant Coach (Boys/Girls)	4%
Swim Coach (Boys/Girls)	6%
Assistant Swim Coach (Boys/Girls)	4%
Assistant Swim Coach (Boys/Girls)	4%
Golf Varsity Head Coach – Boys	6%
Golf Assistant Coach – Boys	4%
Golf Varsity Head Coach – Girls	6%
Golf Assistant Coach – Girls	4%

(Five percent per week overtime for CIF playoffs for any of the above sports)

Coaching stipends will be provided subject to the particular program being offered based on student interest as determined by the Principal in consultation with the Athletic Director. Assistant Coach stipends will be offered based on need as determined by the Principal in consultation with the Athletic Director.

Activity Director – High School	8%
Department Chairperson – Secondary	1.5%
Band Director – High School	5%
Color Guard Coach (Flags)	4%
Dance Coach	4%

Class Sponsor – Senior or Junior	3%
Sophomore or Freshman	1.5%
Club Sponsors – High School	2%
Dramatics (per full-length production)	2%
(Beyond School Hours)	2%
Elementary Extra Curricular Activity Fund/School per site (see following page)	$5,000
Elementary Physical Education Coordinator – Per School	1%
Grade Level Chairperson – Elementary (one per grade per site)	1.5%
High School Journalism Sponsor	2.5%
Pep Squad Advisor (Cheer)	6%
Pep Squad JV Advisor	5%
Pep Squad Advisor Assistant	4%
Saturday School/Home Study/Adult Education per Hour	$50
Special Assignments/Committees/Grant Activities (EXTRA DUTY RATE)	$50
(Per grant subject to approval Superintendent/or designee)	
Yearbook Advisor – High School	5%
Career Technical Education Coordinator	5%

Secondary teachers who teach a regular class in lieu of their normally assigned prep period as a regular assignment will be paid 1/7 (one-seventh) of their daily per diem rate.

Induction District Liaison (DL) $1,600/YR - (DL) Position will be a four-year assignment.
Induction Support Provider (SP) $2,025/YR - (SP) position will be a two-year assignment.
(To the extent possible, the same SP will be assigned with the same Participating Teacher (PT) for the time commitment required by Induction for each PT.)

Grade Level Chairperson and Department Chairperson positions shall first be made available to unit members employed in permanent status. The final decision is left with the site administrator for the selection of Grade Level Chairperson or Department Chairperson. Appointment as a chairperson is on a voluntary basis only.

Extra Duty positions will be offered first to certificated employees. Extra Duty positions held by non- certificated staff members will be flown every year and those held by certificated staff members will be flown not more than every two years with the exception of the Induction (DL), who will serve a four-year assignment.

Elementary Extra Curricular Activity Fund – (From 1988-89 "Statement of Non-Contractual Understandings and Agreements) The District and PVTA agree to the following guidelines for the implementation of the "Elementary Extra Curricular Activity Fund":

1) The fund is to reimburse/compensate elementary certificated teaching staff only for time spent planning and/or sponsoring extra curricular activities/programs to the benefit of students (Examples: organized tutoring, clubs, sports, plays, concerts, programs etc.).
2) Extra curricular to be defined as "those activities/programs which are not a part of the required curriculum or normal school program and take place outside the school day".
3) The principal of each elementary school shall inform staff of the availability of these monies, intent and guidelines during orientation, at the beginning of each school year. The principal shall also establish an initial meeting of all staff for the purpose of planning/organizing the best use of this money during orientation.
4) The staff will be required to submit an appropriate written plan utilizing those funds to the superintendent/or designee prior to the beginning of second semester or the funds will not be distributed for that year and will revert back to the General Fund.
5) The program and/or activity shall be at least several weeks in duration.
6) Compensation to be paid on a stipend basis as opposed to hourly basis.
7) The money should not be used for equipment, purchase of activities or instructional supplies.
8) Decisions made regarding the utilization of these funds should be made by the school staff as a whole through a cooperative and collaborative effort.
9) The stipend will be paid upon completion of the activity. Teachers must submit a claim to the respective principal who will initiate the process for payment with the District Office and payment should be made within 60 days.

Elementary Combination Classes Stipend - Teachers who are assigned combination classes at the elementary level shall receive a stipend of $2,000 to compensate for additional planning time outside of the contractual day, prorated for partial year service. This section shall not apply to special education classes.

Special Education Stipend – A unit member, if holding a preliminary or clear special education credential and working in a special education position, shall receive an additional stipend of 4% of Class IV, Step 6, payable monthly.

Palo Verde Unified School District
Review and Self-Reflection

Employee Name:		Site:	Evaluator:	Conference Date:
School Year:	Teacher Position:		Teaching Standards: 1 2 3 4 5 6	
Status:				Peer Assistance Review:
Level 1 Emerging	**Level 2 Exploring**	**Level 3 Applying**	**Level 4 Integrating**	**Level 5 Innovating**

Teaching Standard 1

ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING (Assessed by one or more of the following: reflection, observation, documentation, or conferences)	**Choose a Level 1 - 5 for each element**
Element 1.1 Using knowledge of students to engage them in learning	
Element 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	
Element 1.3 Connecting subject matter to meaningful, real-life contexts	
Element 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	
Element 1.5 Promoting critical thinking through inquiry, problem solving, and reflection	
Element 1.6 Monitoring student learning and adjusting instruction while teaching	
Overall Standard Rating (based on majority of applicable Elements' ratings)	
Goals for Growth	

'eaching Standard 2

REATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING (Assessed by one or more of ıe following: reflection, observation, documentation, or conferences)	**Choose a Level 1 - 5 for each element**
lement 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	
lement 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and roductive interactions among students	
lement 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	
lement 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	
lement 2.5 Developing, communicating, and maintaining high standards for individual and group behavior	
lement 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	
lement 2.7 Using instructional time to optimize learning	
)verall Standard Rating (based on majority of applicable Elements' ratings)	

Goals for Growth

Teaching Standard 3

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING (Assessed by one or more of the following: reflection, observation, documentation, or conferences)	**Choose a Level 1 - 5 for each element**
Element 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	
Element 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	
Element 3.3 Organizing curriculum to facilitate student understanding of the subject matter	
Element 3.4 Utilizing instructional strategies that are appropriate to the subject matter	
Element 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	
Element 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	
Overall Standard Rating (based on majority of applicable Elements' ratings)	

Goals for Growth

'eaching Standard 4

LANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS (Assessed by one or ıore of the following: reflection, observation, documentation, or conferences)	**Choose a Level 1 - 5 for each element**
lement 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan ıstruction	
lement 4.2 Establishing and articulating goals for student learning	
lement 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	
lement 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	
lement 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	
)verall Standard Rating (based on majority of applicable Elements' ratings)	

Teaching Standard 5

ASSESSING STUDENTS FOR LEARNING (Assessed by one or more of the following: reflection, observation, documentation, or conferences)	**Choose a Level 1 - 5 for each element**
Element 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments	
Element 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	
Element 5.3 Reviewing data, both individually and with colleagues, to monitor student learning	
Element 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	
Element 5.5 Involving all students in self-assessment, goal setting, and monitoring progress	
Element 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	
Element 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	
Overall Standard Rating (based on majority of applicable Elements' ratings)	

Goals for Growth

Teaching Standard 6

DEVELOPING AS A PROFESSIONAL EDUCATOR (Assessed by one or more of the following: reflection, observation, documentation or conferences)	**Choose a Level 1 - 5 for each element**
Element 6.1 Reflecting on teaching practice in support of student learning	
Element 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	
Element 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	
Element 6.4 Working with families to support student learning	
Element 6.5 Engaging local communities in support of the instructional program	
Element 6.6 Managing professional responsibilities to maintain motivation and commitment to all students	
Element 6.7 Demonstrating professional responsibility, integrity, and ethical conduct	
Overall Standard Rating (based on majority of applicable Elements' ratings)	

Goals for Growth

General Employee Expectations (Does not apply to Peer Assistance and Review (PAR) program referrals)	**Choose a Level 1 - 5 for each element**
Complies with PVUSD established rules, regulations, policies, contracts, and laws (Does not apply to PAR program referrals)	
Goals:	
Additional Comments:	

Evaluator Name	Evaluator Signature	Date
Employee Name	Employee Signature	Date

Note: Signature of evaluatee indicates the above Performance Review was discussed with the evaluator and does not necessarily indicate agreement on the part of the evaluatee. The evaluatee may submit to the supervisor a written statement in response for attachment to the Performance Review.

Palo Verde Unified School District
Certificated Personnel Classroom Observation

Evaluatee _____ Observation

School _____

Minutes of Observation _____ Date of Observation _____

___Standard I Engaging and supporting all students in learning
___Standard II Creating and maintaining effective environments for students learning
___Standard III Understanding and organizing subject matter for student learning
___Standard IV Planning Instruction and designing learning experiences for all students
___Standard V Assessing student learning
___Standard VI Developing as a professional educator

Observation Notes	**Conference Notes**

Comments, commendations and/or specific suggestions for improvement:

Teacher's Signature _____ Date _____

Observer's Signature _____ Date _____

Palo Verde Unified School District
Certificated Performance Review

Employee Name:		Site:	Evaluator:	Conference Date:
School Year:	Interim: Final:	Teacher Position:	Teaching Standards: 1 2 3 4 5 6	
Status:				Peer Assistance Review:
Level 1 Emerging	**Level 2 Exploring**	**Level 3 Applying**	**Level 4 Integrating**	**Level 5 Innovating**

Teaching Standard 1

ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING (Assessed by one or more of the following: reflection, observation, documentation, or conferences)	**Choose a Level 1 - 5 for each element**
Element 1.1 Using knowledge of students to engage them in learning	
Element 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	
Element 1.3 Connecting subject matter to meaningful, real-life contexts	
Element 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	
Element 1.5 Promoting critical thinking through inquiry, problem solving, and reflection	
Element 1.6 Monitoring student learning and adjusting instruction while teaching	
Overall Standard Rating (based on majority of applicable Elements' ratings)	

COMMENTS (Commendations and Recommendations)

Teaching Standard 2

CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING (Assessed by one or more of the following: reflection, observation, documentation, or conferences)	**Choose a Level 1 - 5 for each element**
Element 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	
Element 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	
Element 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	
Element 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	
Element 2.5 Developing, communicating, and maintaining high standards for individual and group behavior	
Element 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	
Element 2.7 Using instructional time to optimize learning	
Overall Standard Rating (based on majority of applicable Elements' ratings)	

COMMENTS (Commendations and Recommendations)

Teaching Standard 3

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING (Assessed by one or more of the following: reflection, observation, documentation, or conferences)	**Choose a Level 1 - 5 for each element**
Element 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	
Element 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	
Element 3.3 Organizing curriculum to facilitate student understanding of the subject matter	
Element 3.4 Utilizing instructional strategies that are appropriate to the subject matter	
Element 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	
Element 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	
Overall Standard Rating (based on majority of applicable Elements' ratings)	

COMMENTS (Commendations and Recommendations)

Teaching Standard 4

PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS (Assessed by one or more of the following: reflection, observation, documentation, or conferences)	**Choose a Level 1 - 5 for each element**
Element 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	
Element 4.2 Establishing and articulating goals for student learning	
Element 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	
Element 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	
Element 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	
Overall Standard Rating (based on majority of applicable Elements' ratings)	

COMMENTS (Commendations and Recommendations)

Teaching Standard 5

ASSESSING STUDENTS FOR LEARNING (Assessed by one or more of the following: reflection, observation, documentation, or conferences)	**Choose a Level 1 - 5 for each element**
Element 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments	
Element 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	
Element 5.3 Reviewing data, both individually and with colleagues, to monitor student learning	
Element 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	
Element 5.5 Involving all students in self-assessment, goal setting, and monitoring progress	
Element 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	
Element 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	
Overall Standard Rating (based on majority of applicable Elements' ratings)	

Teaching Standard 6

DEVELOPING AS A PROFESSIONAL EDUCATOR (Assessed by one or more of the following: reflection, observation, documentation or conferences)	**Choose a Level 1 - 5 for each element**
Element 6.1 Reflecting on teaching practice in support of student learning	
Element 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	
Element 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	
Element 6.4 Working with families to support student learning	
Element 6.5 Engaging local communities in support of the instructional program	
Element 6.6 Managing professional responsibilities to maintain motivation and commitment to all students	
Element 6.7 Demonstrating professional responsibility, integrity, and ethical conduct	
Overall Standard Rating (based on majority of applicable Elements' ratings)	

COMMENTS (Commendations and Recommendations)

General Employee Expectations (Does not apply to Peer Assistance and Review (PAR) program referrals)	**Choose a Level 1 - 5 for each element**
Complies with PVUSD established rules, regulations, policies, contracts, and laws (Does not apply to PAR program referrals)	
SUMMARY OF GENERAL EMPLOYEE EXPECTATION:	

Guide to the Overall Evaluation Ratings

- **Determining Overall Ratings:**

  Unsatisfactory: One or more Standards are rated Level 1.

  Needs to Improve: One or more Standards are rated Level 2 and no Standard is rated Level 1.

  Meets Standards: All Standards are rated Level 3 or higher and no standards are rated Level 1 or 2.

  Exceeds Standards: All Standards are rated a Level 4 and/or Level 5.

OVERALL EVALUATION	
1:	**Unsatisfactory**: An evaluation will be completed the next school year. Required participation in PAR if in Permanent status.
2:	**Needs to Improve**: An evaluation will be completed the next school year.
3:	**Meets Standards**
4:	**Exceeds Standards**

Evaluator comments and recommendations:

Employee Response:

Evaluator Name	Evaluator Signature	Date
Employee Name	Employee Signature	Date

Note: Signature of evaluatee indicates the above Performance Review was discussed with the evaluator and does not necessarily indicate agreement on the part of the evaluatee. The evaluatee may submit to the supervisor a written statement in response for attachment to the Performance Review.

Levels of Teacher Development Across the CSTP

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

The ***Continuum of Teaching Practice*** is not designed for use as a stand-alone observation or evaluation instrument.
Developed in collaboration with the CCTC, CDE and New Teacher Center. Revised June 2012.

Levels of Teacher Development Across the CSTP

CSTP	Emerging Level 1	Exploring Level 2	Applying Level 3	Integrating Level 4	Innovating Level 5
Planning Instruction and Designing Learning Experiences for All Students	Plans lessons using available curriculum and resources.	Plans lessons using expanded understanding of curriculum, related materials and resources, and assessments.	Plans differentiated instruction using a variety of adjustments and adaptations in lessons.	Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments.	Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments.
Assessing Students for Learning	Develops understanding of required assessments and uses of data to inform student progress.	Explores the use of different types of assessments to expand understanding of student learning needs and support planning.	Utilizes a variety of assessments that provide targeted data on student learning to guide planning. Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Develops, adapts, and integrates assessments into instruction that provide ongoing data to guide planning differentiated instruction matched to assessed needs of students.	Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments in instruction that maximize student learning.
Developing as a Professional Educator	Works collaboratively with assigned colleagues to reflect on and improve teaching practice and student success.	Seeks collaboration with colleagues, resource personnel, and families to reflect on ways to improve teaching practice and student success.	Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Analyzes and integrates information from a wide range of sources to expand skills of collaboration and reflection as a habit of practice and to impact teacher effectiveness and student learning.	Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students.

The ***Continuum of Teaching Practice*** is not designed for use as a stand-alone observation or evaluation instrument.
Developed in collaboration with the CCTC, CDE and New Teacher Center. Revised June 2012.

APPENDIX D: PEER ASSISTANCE AND REVIEW PROGRAM

Belief Statement

Assembly Bill 1X, (Chapter 4, Statutes of 1999) the California Peer Assistance and Review (PAR) Program for Teachers provides a genuine opportunity to forge new working partnerships in education and to strengthen the teaching profession. The purpose of this legislation is to improve the education of students and strengthen the classroom performance of teachers. Learning to teach effectively depends upon ongoing professional growth and is a lifelong developmental process.

Palo Verde Teachers Association (Association) and Palo Verde Unified School District (District) agree to participate in the PAR Program. Both organizations declare a mutual interest in and commitment to the successful and meaningful implementation of AB1X, the California PAR program.

The successful implementation of PAR requires that all parties work together in recognition of their individual and shared interest(s) to accomplish the overriding common goal -- the success of teachers and students. PAR provides teachers and administrators with the opportunity to work collaboratively to develop and implement a full continuum of professional support to new teachers and successful veteran teachers.

PEER ASSISTANCE AND REVIEW (PAR) COUNCIL

The Peer Assistance and Review (PAR) is a tier III program and therefore able to be "swept" as a budget-savings measure. With that in mind, the District and the Association agree to cease offering the PAR program on an ongoing basis. However, if a teacher is referred to PAR, the District and Association will meet to discuss the feasibility of working with the teacher. This agreement will continue in force throughout the term of the contract and can be brought back whenever the District and/or Association agree to do so.

1. The PAR Program is supervised and evaluated by a joint panel which consists of five (5) members which includes the Association President or designee, two (2) members selected by the Association and two (2) members appointed by the District and shall be known as the PAR Council.

2. PAR Council members shall serve a three-year term. Members may not serve consecutive terms. A one-year hiatus must be observed before reappointment to the Council. In the first year of implementation, two or three year terms shall be selected by random drawing.

3. The PAR Council year is defined as July 1 through June 30.

4. The PAR Council shall establish the internal operational procedures and by-laws of the Council, including the method for the selection of a Chair. Chairs shall serve a one (1) year term. The chairmanship shall alternate between teachers and administrators.

5. The PAR Council shall establish and administer an annual budget based on annual revenue available for the program. The financial policies and procedures of the Palo Verde Unified School District shall apply.

6. The PAR Council shall collaborate with other teacher/staff development programs in order to assist and support all participating teachers.

7. The PAR Council will recommend the number of Consulting Teachers for the next school year, guided by and subject to such factors as the number of Experienced Participating Teachers and Beginning Participating Teachers.

8. The PAR Council shall establish the meeting schedule. A minimum of one meeting a month shall be mandatory with provision for additional meetings to be called by the Chair. Panel members shall be notified, if possible, at least one day in advance of additional meetings.

9. An official PAR Council meeting shall require a quorum of at least three (3) of the five (5) members of the panel must be present. No action(s) or recommendation(s) shall be voted upon unless at least one (1) Association panel member and one (1) District panel member are present.

10. PAR Council teacher members shall be compensated for services on the Council at a rate of $2,500 per school year, payable in two installments.

11. The PAR Council in implementing the provisions of this document shall be consistent with the provisions of the Agreement between Palo Verde Unified School District and Palo Verde Teachers Association (Agreement) and the law. To the extent that there is an inconsistency, the Agreement shall prevail. To the extent the Agreement is inconsistent with the law, the law shall prevail. A copy of the adopted PAR Council Rules and Procedures shall be distributed annually to all bargaining unit members and administrators by the Personnel Department.

12. The PAR Council shall be responsible for selecting the Consulting Teachers as defined in the job description. Final selections shall be determined by a majority vote of the Council and submitted to the Board of Trustees no later than the second meeting in May. Notification of the selections shall be given in writing by the Chair to all applicants within ten days of the approval by the Board of Trustees. Names of the Consulting Teachers selected shall be posted in the District Office and all school offices after the applicants and Consulting Teacher nominees have been notified.

13. The PAR Council shall identify and provide appropriate training for Consulting Teachers prior to their participation in the program.

14. During the month of February the PAR Council shall conduct an annual performance review of each Consulting Teacher. A copy of the review shall be given to the Consulting Teacher.

15. The PAR Council shall assign the Consulting Teacher to each Participating Teacher based upon the identified need(s) of the Participating Teachers and the qualifications of the Consulting Teacher. This assignment shall be completed within twenty (20) school days of the initial identification of the participating teacher(s). At the written request of the Participating Teacher, the PAR Council may assign a different Consulting Teacher to work with the participating teacher within two weeks of the initial assignment.

16. The PAR Council shall assign the Consulting Teacher to the Participating Teacher in the following priority: Experienced Participating Teachers, Beginning Participating Teachers, and Voluntary Participating Teachers.

17. PAR Council proceedings and materials related to evaluation, reports, and other personnel matters shall be strictly confidential. PAR Council members may disclose such information only as necessary to administer this program or as otherwise required by lawful process.

18. The PAR Council shall monitor the progress and growth of the Experienced Participating Teachers through regular reports and documentation from the Consulting Teacher.

19. The PAR Council shall review the final report prepared by the Consulting Teacher(s) and submit recommendation(s) to the Governing Board or its designee regarding the progress of Experienced Participating Teacher(s) in the PAR Program. No later than 15 days prior to the first Board of Trustees meeting in March, the Council shall present to the Board or designee the names of the individuals who, after sustained assistance, are not able to demonstrate successful progress in moving from unsatisfactory toward satisfactory performance in the designated Standard(s).

20. PAR Council members shall refrain from participation in discussion and voting on any matter in which he/she has a professional or personal conflict of interest.

21. If for any reason, a Council Member is unable to participate for an extended period of time in the deliberations of the Council, an alternate shall be appointed by the organization he/she represents.

22. The PAR Council shall submit an annual evaluation on the impact of the PAR Program to the Association and the District no later than the second Board of Trustee meeting in May. Evaluation criteria may include but are not limited to:

    a) The number of teachers served by PAR

b) The number of Experienced Participating Teachers who made progress or met success through PAR intervention
c) The number of Voluntary Participating Teachers who met self-improvement goals through PAR
d) The number of Beginning Participating Teachers who met Standard related goals through PAR

23. Value and applicability of the training received by the Council and Consulting Teachers
    a) The attainment of goals set by the Council
    b) Budgetary analysis relating to the effective use of monies to meet the goals of PAR

24. PAR Council members shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Code Section 810, et. Seq.

CONSULTING TEACHERS

A Consulting Teacher shall be a permanent certificated unit member who provides assistance to teachers participating in the PAR Program. A Consulting Teacher may serve on a full time release, part time release, or no release basis.

Consulting Teacher Selection

Consulting Teachers shall:
1. Possess a Clear California Teaching Credential
2. Demonstrate exemplary teaching ability
3. Demonstrate talent in written and oral communications
4. Have extensive knowledge of subject matter and mastery of a range of teaching strategies
5. Have completed at least four (4) consecutive years of successful classroom teaching experience in the District
6. Have strong interpersonal skills

Consulting Teachers shall be selected as follows:
1. An announcement of job openings shall be posted throughout the District pursuant to the Agreement
2. Applicants shall submit an application form
3. Applicants shall submit at least three (3) letters of reference from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues.
4. Applications submitted shall be subject to a screening process established by the PAR Council to ensure that candidates meet minimum qualifications.

5. A minimum of two (2) representatives (one teacher, one administrator) of the PAR Council shall conduct a classroom observation and interview with each of the candidates.
6. Consulting Teachers shall be recommended by a majority vote of the PAR Council for approval by the Board of Trustees.

Number of Consulting Teachers:

The consulting teacher to participating ratios shall define the number of Consulting Teachers. The Consulting Teacher may serve on a full time, part time or no release basis.

Duties and Responsibilities

The PAR Program strongly encourages a cooperative relationship between the Consulting Teacher, site administrator, and the participating teacher with respect to the process of peer assistance and review.

The Consulting Teacher shall:
1. Meet with the participating teacher(s) within twenty (20) days of the assignment to establish mutually agreed upon performance goals aligned with the California Standards for the Teaching Profession and develop a written Performance Improvement Plan (PIP) and a process for determining completion of the plan.
2. Assist participating teachers through demonstrations, observations, coaching sessions, recommendations of conferences or workshops, and other appropriate activities
3. Attend training conferences
4. Provide staff development as needed, including new teacher orientation
5. Participate in meetings with other District Consulting Teachers.
6. Maintain a written log of contacts and specific support given to each participating teacher
7. Document all observations, visitations, and meetings.
8. Participate in an annual review of the program with the PAR Council.

In addition, the Consulting Teacher shall fulfill the following duties with the Experienced Participating Teacher:
1. Meet within twenty (20) school days of the assignment
2. Conduct multiple observations per the Performance Improvement Plan (PIP) of the Experienced Participating Teacher during classroom instruction and provide specific immediate feedback.
3. Submit periodic (at least monthly) written reports to the PAR Council and review the reports with the Experienced Participating Teacher.
4. Submit the final report to the Experienced Participating Teacher to receive his or her signature to verify delivery and receipt before submitting to the PAR Council.
5. Submit the final report to the PAR Council within five (5) working days of delivery to the Experienced Participating Teacher.

The no release Consulting Teacher will:
1. Provide new teacher orientation

2. Participate in training and meetings
3. Fulfill the duties and responsibilities of a Consulting Teacher when assigned

At the written request of the Consulting Teacher, the PAR Council may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.

Terms and Conditions

Term:
The term of the Consulting Teacher shall be one (1) year with the option of serving a subsequent year subject to the approval of the PAR Council up to three years without reapplication. A Consulting Teacher who has served a two-year or a three-year term may reapply after returning to the classroom for one (1) year. Consulting Teachers who opt out before completing their term shall not be eligible to reapply for a period of five (5) years.

There will be a final performance review of all Consulting Teachers.

Upon completion of service as a fulltime Consulting Teacher, he/she shall be returned to the position he/she held prior to becoming a Consulting Teacher or to a similar position that he/she is credentialed to teach.

Compensation:
The Consulting Teacher may serve on a full time, part time or no release basis. All Consulting Teachers will receive Two Thousand Dollars ($2,000.00) additional compensation. Additional compensations are reflected in Table 1.

Liability:
Teachers who act as Consulting Teachers pursuant to this Agreement shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Government Code Section 810, et seq.

PARTICIPATING TEACHERS

A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the Agreement of the Association and the District. There are three (3) categories of teacher participants. See Table 2.

Beginning Participating Teachers

Beginning Participating Teachers are defined as:

a) Fully credentialed probationary 1st and 2nd year teachers
b) Provisional Intern teachers
c) Provisional teachers with Emergency Permits

d) Provisional or probationary experienced teachers who are new to the District.

1. Beginning Participating Teachers in "a" and "b" above must be served prior to assigning teachers in "c" and "d" to a Consulting Teacher.

2. The PAR Program for beginning unit members will be the Beginning Teacher Support and Assessment (BTSA) Program.

3. It is understood that the purpose of such participation is to provide peer assistance, and the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Beginning Participating Teacher.

4. The evaluation of the Beginning Participating Teacher is the sole responsibility of the site administrator.

Volunteer Participating Teachers

1. The purpose of volunteer participation in the PAR Program is to assist permanent unit members who seek to improve their teaching performance. Assistance may be provided using a variety of methods including the assignment of a Consulting Teacher depending on availability.

2. Volunteer Participating Teachers may request in writing that the PAR Council assigns a Consulting Teacher to provide peer assistance. This request shall indicate area(s) in which he/she seeks assistance.

3. It is understood that the purpose of such participation is to provide peer assistance, and the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Volunteer Participating Teacher.

4. The Volunteer Participating Teacher may request in writing to terminate his/her participation in the PAR Program at any time without a reason.

5. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and shall not be shared with others, including the site principal, the evaluator, or the PAR Council, without the written consent of the Volunteer.

Experienced Participating Teachers

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

2. Experienced Participating Teachers shall have the right to present reasons in writing why their Consulting Teacher should be replaced and another Consulting Teacher

substituted and to have those reasons considered.

3. The Experienced Participating Teacher shall be provided a copy of the Consulting Teacher's final report no less than five days prior to submission to the PAR Council.

4. The Experienced Participating Teacher must sign the final report signifying only that the participant has read the document and has been provided the opportunity of attaching a written response which shall become part of the permanent record.

5. Experienced Participating Teachers shall also have the right to request a meeting with the PAR Council to discuss the report and to be represented by the Association at this time.

6. The Experienced Participating Teacher's final evaluation shall include the Consulting Teacher's report.

7. The results of the Experienced Participating Teacher's participation in the PAR Program shall be placed in the participant's personnel file.

BTSA SUPPORT PROVIDERS

Currently under the jurisdiction of the PAR council, the BTSA support providers are responsible for up to twelve (12) students when fully released from their teaching position. Also, we currently do not have any teachers who are fully released to provide said services. The District would like to experiment with a one-year, nonprecedent-setting arrangement to have a fully-released teacher be responsible for more students not to exceed 20. Throughout the year, the PAR council will monitor the number of students. In the event that the number is too low or too high, the PAR council will adjust the number as appropriate. At the end of the 2007-2008 academic year, the PAR council will establish subsequent year's number of students.

OTHER PROVISIONS

Continuation of the PAR Program

Continuation of the PAR Program is subject to continued funding under AB 1X. However, if the funding ceases the District and the Association agree to sit down and discuss possible continuation of one or more of the elements of the program

Association Rights

This PAR document does not expand nor diminish the unit member's ability to grieve an evaluation pursuant to the negotiated contract between the PVTA and PVUSD.

District Rights

Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to the employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.

Table 1

Position	Award	Case Load	Compensation	Other
Full Time	$2000.00	12 Teachers	Regular Salary	Full release from Classroom
Part Time	$2000.00	2 teachers per release period	Regular Salary	Release two periods a day
No Release	$2000.00	As Assigned by the PAR Council	Regular Salary + Negotiated Per Hour Extra Duty	

Table 2

Provisional (A-G)

Credential Requirement	A	B	C	D	E	F	G	H	I
Baccalaureate Degree		x	X	x	x	x	x	x	
Passage of CBEST	x	x	X	x	x	x	x	x	
Subject Matter Competence			X	x		x		x	
Education Coursework		x		x	x	x	x	x	
Supervised Teaching					x	x	x	x	
Passage of RICA					x			x	
Type of License to be held	PIC	PIC	IC	IC	EP	EP	EP	PreCred Clear Cred	Clear Cred
Program for which teacher is eligible	Pre Int	Pre Int	Int	Int	BTSA Modules	BTSA Modules	BTSA Modules	BTSA	PAR

GLOSSARY

AGREEMENT	The negotiated agreement (contract) between the Association and the District.
ASSOCIATION	Palo Verde Teachers Association
BEGINNING PARTICIPATING TEACHER	Fully credentialed probationary 1st and second year teachers, provisional intern teachers, provisional teachers with emergency permits, and provisional or probationary teachers who are new to the District,
BTSA	Beginning Teacher Support and Assessment Program
CALIFORNIA STANDARDS OF THE TEACHING PROFESSION	The six standards of the best practices of teaching which are aligned with the National Board for Professional Teaching Standards and listed in Article XV in the Agreement
CONSULTING TEACHER	A permanent certificated unit member who provides assistance to teachers participating in the PAR program.
DISTRICT	Palo Verde Unified School District
EVALUATION	The process used by PVUS administrators to evaluate a teacher's performance as outlined in Article XV in the Agreement
EXPERIENCED PARTICIPATING TEACHER	A permanent teacher who is required to receive assistance based on an unsatisfactory rating on the final evaluation in one or more of the elements of the California Standards for the Teaching Profession
PAR	Peer Assistance and Review
PAR COUNCIL	A joint council consisting of appointees

	from the Association and the District.
PARTICIPATING TEACHER	A classroom teacher who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) types of participating teachers; Beginning, Experienced, and Volunteer.
PERFORMANCE IMPROVEMENT PLAN (PIP)	An improvement plan which is aligned with the California Standards for the Teaching Profession
VOLUNTEER PARTICIPATING TEACHER	A permanent teacher who requests assistance assistance from the PAR Council

PALO VERDE UNIFIED SCHOOL DISTRICT

Catastrophic Sick Leave Bank Enrollment

Name_____ **Site**_____

Certificated ☐

Classified ☐

I hereby authorize one day to be deducted from my sick leave and added to the Catastrophic Sick Leave Bank.

Signature of Employee_____ **Date**_____

==========

To Be Completed by Catastrophic Sick Leave Committee

Attention: PAYROLL

One day of sick leave has been approved by the committee to be deducted from the above employee and placed in the Catastrophic Sick Leave Bank.

Signature of Chairperson _____

Date_____

APPENDIX E-2

PALO VERDE UNIFIED SCHOOL DISTRICT

Request for Sick Leave Bank Withdraw

Employee Name _____ Site _____

Position _____

Nature of Illness:

_____

_____

_____

_____

_____

Number of days requesting _____

Name of Attending Physician _____

Physician's Address _____

Physician's Phone Number _____

This request must be accompanied by a signed diagnosis and progress report from your primary attending physician. Prognosis of your return should also be included. Additional information may be requested by the Catastrophic Sick Leave Committee.

Please return completed from to the Personnel Department.

ALL INFORMATION RECEIVED WILL BE HELD IN THE STRICTEST CONFIDENTIALITY.