

**2019-2022 COLLECTIVE
AGREEMENT**

between

**HELENDALE PROFESSIONAL
TEACHERS' ASSOCIATION**

and

HELENDALE SCHOOL DISTRICT

Rev. October 13, 2020

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ARTICLE 1 - AGREEMENT AND TERM

- 1.1 These terms and conditions shall constitute a bilateral and binding Agreement by and between the Helendale School district and the Helendale Professional Teachers' Association/California Teachers' Association/National Education Association.
- 1.2 This Agreement is entered into pursuant to the Educational Relations Act. Sections 3540-3549 of the California Government Code.
- 1.3 This Agreement shall remain in effect from July 01, 2019, through June 30, 2022; and thereafter, shall continue in effect unless one of the parties notifies the other in writing on or before February 15th of the year in which this Agreement expires of its request to modify, amend, or terminate the Agreement. Additional re-openers shall occur as per stated within.

ARTICLE 2 - RECOGNITION

Pursuant to the requirements of Government Code, Section 3544.1, the District recognizes the Association as the exclusive representative for the unit described as all classroom teachers and other certificated employees who are not managers, supervisors, confidential, and substitutes.

- 2.1 Dues and Service Fees Deductions
 - 2.1.1 HPTA/CTA/NEA has the sole and exclusive right to have employee organization Membership dues and service fees deducted by the employer for employees in the bargaining unit.
 - 2.1.2 The employer shall deduct, in accordance with the HPTA/CTA/NEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit.
 - 2.1.3 Nothing contained herein shall prohibit an employee from paying service fees directly to HPTA/CTA/NEA.
 - 2.1.4 The employer agrees to remit such service fees and deductions monthly to the HPTA/CTA/NEA accompanied by an alphabetical list of unit members for who such deductions have been made, indicating new employees.
- 2.2 Grievance and Dispute Resolution
 - 2.2.1 Neither the Association nor individual unit members may file a grievance regarding any administration of Article 2, Organizational Security.
 - 2.2.2 Any dispute as to the amount of the representation fee shall be

resolved pursuant to the regulation of the Public Employment Relations Board.

- 2.3 The Association, CTA and/or NEA agrees to indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all costs, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this article.

ARTICLE 3 - DISTRICT RIGHTS

It is agreed that the District retains all of its power of direction, management and control to the full extent of the law. Included in these powers are the exclusive rights to

- a. determine its organization
- b. direct the work of its employees
- c. determine the hours of District operation
- d. determine the kinds and hours of District operation
- e. establish its educational policies, goals and objectives
- f. insure the rights and educational opportunities of students
- g. determine staffing patterns
- h. determine the kinds and number of personnel required
- i. maintain the efficiency of the District operations
- j. determine District curriculum
- k. design, build, move or modify facilities
- l. establish budget procedures and determine budgetary allocation
- m. determine the methods of raising revenue
- n. contract out work
- o. take action as required in the event of an emergency, including the right to temporarily suspend provisions of this agreement for the duration of the emergency.
- p. determine and enforce dress code policy

This recital in no way limits other District powers as granted by law. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection thereof shall be limited only by the terms of this agreement and the law.

ARTICLE 4 - ORGANIZATION MEMBERSHIP/ASSOCIATION RIGHTS

- 4.1 The District recognizes the right of unit members to form, join and participate in the activities of employee organizations. Any unit member

covered by this agreement who is a member of the Association or who has applied for membership may voluntarily sign and deliver to the District an assignment on the appropriate form authorizing deduction of Association membership dues. The district shall remit each month all dues so deducted from the paycheck for that month in accordance with Education Code Sections 45060 and 45061.

- 4.2 The association shall have the right to use the intra-District mail service and unit member mailboxes for communications to unit members.
- 4.3 Subject to applicable legal limitations, the Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members.
- 4.4 The Association shall have the right to use school facilities and equipment during all reasonable hours (by mutual agreement) for meeting and other association activities.
- 4.5 Authorized representative of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.
- 4.6 The District upon request will make available the following information to the HPTA President and/or Bargaining Team:
 - 4.6.1 A copy of the agenda for each regular meeting of the Board, excluding closed sessions, Rodda Act sessions, and personnel items. The HPTA President will receive this agenda the same day it is issued to the Board.
 - 4.6.2 A copy of the tentative and the approved District budget.
 - 4.6.3 A District directory will be maintained at school sites and District office containing the names, addresses, and phone numbers of District employees. It will be provided by the end of the first grading period of each school year. Unlisted phone numbers will be identified as such. A copy of this directory will be provided to the Association.
 - 4.6.4 Policy changes immediately following the Board meeting in which they are first presented.
 - 4.6.5 The District shall furnish HPTA with a current seniority list.
- 4.7 The District, upon request by the HPTA, agrees to furnish the Association necessary information concerning the financial resources and professional staffing of the District.

- 4.8 The Board, upon request by the HPTA agrees to furnish the HPTA within a reasonable time, information necessary to fulfill its role as Exclusive Representative provided such information legally can be made available.
- 4.9 The HPTA building representative(s), upon request prior to the meeting, shall be granted five minutes at the conclusion of regular faculty meetings for Association announcements.
- 4.10 The Association President or his/her designee shall be provided release time for CTA/NEA training and/or coordination at no loss of salary or other benefits for the duration of the Agreement. The Association shall pay the cost of the substitute for the Association President or his/her designee. This release time shall not exceed five (5) days. The Association shall reimburse the District for the cost of the substitute.
- 4.11 Unit members shall be represented by HPTA fairly and equally in accordance with the HPTA by-laws. Unit members choosing not to become a full HPTA member (Hudson) shall be equally represented in any grievance procedure if such representation is requested in writing.
- 4.12 Tuberculosis Tests - The cost of mandatory skin tests or chest x-rays shall be paid by the District when County services are used.

ARTICLE 5 - GRIEVANCE PROCEDURES

- 5.1 A grievance is a written allegation by one or more employees covered hereby or by the Association that there has been a violation, misinterpretation, or misapplication of the Agreement by the District.
- 5.2 A day, for the purpose of resolving grievances, shall be a day when the schools in the District are in session, excluding Saturdays, Sundays, and Summer Session.
- 5.3 Before filing a written grievance, a grievant may attempt to resolve the problem by an informal conference with the immediate supervisor.
- 5.4 Step 1. A written grievance must be filed within fifteen (15) days of the event which gave rise to the grievance, or within fifteen (15) days of the informal conference if such conference is held.
- 5.5 A written grievance shall first be filed with the immediate supervisor and with the president of the Association. The written grievance shall identify the section(s) of this Agreement alleged to have been violated, misinterpreted or misapplied. It shall specify the remedy which the grievant seeks.
- 5.6 Within ten (10) days after the receipt of the grievance, the immediate supervisor shall have met with the grievant and issued a decision in writing.

- 5.7 If the grievant is dissatisfied with the decision of the immediate supervisor, or the ten (10) days elapsed without a response, the grievant may, within five (5) days, appeal the grievance to Step 2.
- 5.8 Step 2. Within ten (10) days after the receipt of the appeal, the Superintendent shall have met with the grievant and issued a decision in writing. If ten (10) days have elapsed without a response the grievant may, within five (5) days submit the grievance to the School Board; or, that the Association request the services of a State Mediator request (Step 3).

- 5.9 Step 3. Within ten (10) days after receipt of the Step 2 response, the grievant may make a written request for mediation. Upon receipt of the request, the Association shall submit to the California State Conciliation Service a written request for the services of a State mediator.

The function of the Mediator shall be to assist the parties to achieve a mutually satisfactory resolution to the grievance. The Mediator shall schedule a mutually agreeable time for the purpose of resolving the matter. If a satisfactory resolution is achieved, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either to further appeal the grievance.

The mediation step may be waived by mutual consent of the parties. If no agreement to settling the grievance is reached within ten (10) days following the first meeting with the mediator, the grievance may be appealed to Step 4.

Only the terms of settlements may be revealed. The terms of offers, statements or discussions made during mediation may not be used in subsequent steps.

- 5.10 Step 4 If the grievant has not requested the Step 3, mediation process and/or the grievance remains unresolved, the grievant may file a written appeal to the Governing Board. All information presented at Step 1 and 2 shall be included with the appeal. An appeal hearing shall be held at the next regularly scheduled Board meeting which falls at least 12 days after the appeal is filed. This hearing shall be held in closed session if the grievance relates to matters properly addressed in closed session. The Board shall make its decision within thirty (30) days of the hearing and shall mail the decision to all concerned parties. The Board's decision shall be final.
- 5.11 A grievance involving a unit member as an individual may be filed by that individual.
- 5.12 If the time lines do not allow for the resolution of a grievance prior to the beginning of summer recess, the grievant may request that the time lines be converted to calendar days.

- 5.13 A grievant may choose to be his/her representative at any step of the procedure.
- 5.14 A grievant may choose to be represented at any step of the procedure by the Association.
- 5.15 Any unit member whose participation is necessary in a grievance proceeding held during the school day, shall be released for the purpose without loss of pay or accumulated leave. Participation shall be limited to the grievant and the Association representative, and no more than one additional unit member at a time. Investigation or other handling of any grievance by a grievant or the grievant's representative shall be conducted so as to result in no interference with or interruption to the students' instructional program.
- 5.16 No reprisals of any kind shall be taken by the District against any grievant for filing or processing a grievance.

ARTICLE 6 - PERSONNEL FILES

- 6.1 A unit member shall have the right to inspect his/her personnel file upon request, provided that the request is made at a time when such person is not required to render services to the district. Such review shall take place during normal district business hours.
- 6.2 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. The review shall take place during normal business hours and the unit member shall be released from duty for this purpose.

ARTICLE 7 - BENEFITS

- 7.1 For the 2020-21 school year the Health and Welfare CAP is \$16,500.

As long as the District's ending balance is 19% at second interim, the difference between the CAP and the cost of benefits shall be paid to the employee at the end of the school year. The difference will be paid to the employee on a supplemental payroll before the end of June of the current school year.

The Health and Welfare benefits include:

Medical
Delta Dental
Vision Plan
\$30,000 Life Insurance

- 7.2 Each bargaining unit member will receive information as available which describes the District plan, and which lists member physicians and medical care facilities.
- 7.3 The District and the Association will participate in a Health & Welfare benefits committee made up of at least one association appointed committee member from each site. Prior to December 31 of each current year Management and the Labor Insurance Representative will meet to discuss other options of insurance.
- 7.4 It is the sole responsibility of the Helendale Professional Teachers Association—H.P.T.A. to file the paperwork regarding program choice with California Value Trust (CVT).
- 7.5 The District agrees to reopen negotiations on health and welfare benefits for the next contracted year.
- 7.6 The District will provide health and welfare benefits for registered Domestic Partners equal to those provided to spouses.
- 7.7 Unit members working Job Share positions shall receive a prorated amount of health, welfare, and leave benefits. He/she shall compensate the District through monthly payroll deductions, for that percent of the benefits premium to which he/she is not entitled. If a teacher elects not to take the prorated health and welfare benefits, his/her prorated share will automatically return to the District. In no event shall the total amount of health and welfare benefits for the job share position exceed the amount the District would have paid if the position had not been shared. Contributions to the State Teacher’s Retirement System shall be proportionate to the time served and the salary earned (a half year equals a half year of STRS credit).

ARTICLE 8 - HOURS

- 8.1 All Certificated Bargaining Unit Members shall work 186 days per school year. The 186th work day shall be placed at the end of the school year and shall not be a Monday but shall be the last working day after the last student day. The day shall be used for staff development, analysis of achievement data, and instructional planning for the upcoming school year. Any counselor shall work an additional 8 days beyond regular certificated contract paid per diem. (see attached counseling salary schedule).

All first year probationary certificated Bargaining Unit Members starting after July 1, 2015, shall work 3 additional days (189) to attend District Induction Training at the negotiated tutoring rate. All second year probationary certificated Bargaining Unit Members shall work one additional day.

- 8.2 The start and end times are as follows:

Helendale Elementary School:	8:15 a.m. – 3:45 p.m.
Riverview Middle School:	7:10 a.m. – 2:35 p.m.

The Academy of Careers and Exploration 7:10 a.m. – 2:35 p.m.
Independence Charter Academy 8:15 a.m. – 3:45 p.m.
ICA’s schedule shall be flexible with administrative approval

- 8.3 Teachers will be given a duty free lunch of 30 minutes.
- 8.4 Middle School and High School staff will be provided approximately 5 hours of prep time, every week, as determined by Site and District Administration. During Minimum Days, Professional Development Days, and other days where the sites are on a modified schedule (not the regular day schedule), those conditions do not apply. Prep times will be used for correcting work, grading, prepping for instruction, parent contacts, and supporting students.
- 8.5 At Helendale Elementary School adjunct duties shall be mandatory attendance at the following events: Back to School Night, Spring Open House/Science Fair, Harvest Festival, plus an additional 5 hours approved in advance by the school principal outside the normal work day in the following areas. These duties are not subject to payment.

At Helendale Secondary School duties shall be mandatory attendance at the following events: Back to school night, 2 Parent Teacher Conference Evenings, plus an additional 20 hours that are approved in advance by the school principal outside the normal work day in the following areas. These duties are not subject to payment.

At Independence Charter Academy duties shall be 5 hours as approved by the site administrator. These duties are outside the normal work day in the following areas. These duties are not subject to payment.

- a. Professional Development, Curriculum Development, Parent Involvement
 - Back to School/Open House
 - Staff Meetings Outside of the Workday
 - School Site Council Meetings
 - District of School Meetings/Committees
 - IEP Meetings

- b. Supervision of Co-Curricular Student Activities
 - Sport Activities
 - Dances
 - Competitions
 - Exhibits
 - Fairs
 - Camp Read
 - Field Trips
 - Harvest Festival
 - CADD Carnival
 - District Festival

And other activities as needed and agreed up on by both parties

ARTICLE 9 - SALARY

9.1 The following shall apply:

9.2 The 2021-2022 year's salary schedule shall be part of re-openers for negotiations.

9.3 Salary Schedule Placement Requirements

At the discretion of the Superintendent, the District can place a prospective teacher on the salary schedule at the closest cell to match or beat their current verified salary in order to recruit the best teachers to the Helendale School District.

9.4 Additional Stipends

Unit members providing additional service beyond the workday shall be paid an additional stipend. The tasks to be compensated shall be designated by the District. Such stipend shall be established and posted at the school prior to the appointment of the unit member who is to receive the stipend.

WASC Coordinator	\$1,000 per year
High School Athletics Coach	\$ 2,400 per season + \$100 per round advancement in CIF playoffs
High School Golf and Cross Country	\$2,000 per season
Girls Golf	\$500
ACE Athletic Director	\$7,000/yr
If the Athletic Director continues beyond two years of service Their stipend increase to \$8000 per year. If there are co-Athletic Directors one shall have the option to choose salary or additional Prep period while the other accepts the salary.	
ICA Athletic Director/All Sports Coach	=ACE Athletic Director
RMS Athletic Director	\$3,000/yr
ACE ASB Director	\$4,000/yr
The Riverview Middle School ASB Director	\$2,000/yr
The Helendale Secondary School Yearbook Coordinator	\$1,000
The Helendale Elementary School Yearbook Coordinator	\$500
The ICA Yearbook Coordinator	\$500
RMS Pentathlon Coach	\$800
Special Education Release time at the discretion of the principal not to exceed 10 days/year	
Science Camp Coordinator Release time not to exceed 3 days.	

The Hourly Rate for additional work including Secondary School teachers teaching during prep period shall be \$32/hour or prep period.

Elementary teachers will receive sub pay when covering another teacher's absence:

Sub pay will be split based on portion of time (half or quarter of sub daily rate. Elementary school teachers will be paid a portion of a substitute's daily rate for absorbing the absent teachers' students. The portion of substitute pay will be determined by dividing the substitute daily rate by the numbers of teachers receiving the absent teacher's students.

- 9.5 The superintendent or designee must approve any class that a teacher takes to determine if it qualifies them to have the credits applied to the salary schedule. All units completed subsequent to the Baccalaureate are to be upper division or graduate study units completed in a regionally accredited university or college.

ARTICLE 10 - LEAVES

- 10.1 Bereavement - Every unit member is entitled to a leave of absence of five (5) days of paid leave, on account of death of any member of the immediate family. No deduction in salary shall be made for such leave. Members of the immediate family include mother, father, grandmother, grandfather or grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, step-child, mother-in-law, father-in-law, brother or sister of employee, sister-in-law or brother-in-law of employee, anyone who serves as the Power of Attorney, a domestic partner, or any person living in the immediate household of the employee. For uncles, aunts, and cousins the employee is entitled to two (2) days unless the memorial is out of state, it shall be five (5) days.
- 10.2 Illness, Injury or Quarantine
- 10.2.1 The district may provide for leave of absence of a unit member and may grant compensation to them when they are compelled to be absent because of illness, accident, or quarantine. The cause of the illness or accident need not arise out of and in the course of employment.
- 10.2.2 A full-time unit member is entitled to eleven (11) days fully-paid leave each year for illness or injury. The unused amount of leave allowed in any school year shall be accumulated without limit from year to year. Part-time unit members are entitled to a proportionate leave. The eleven (11) days leave granted each year may be used at any time when needed during the school year.
- 10.3 Extended Illness - When a unit member is absent from duty on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill the position during the absence. Such amount is based upon the established day-to-day or long-term substitute pay. If no substitute is employed, the amount deducted shall be the established rate of pay for the day-to-day substitute.

10.4 Disability Related to Pregnancy - Pregnancy, miscarriage, childbirth or recovery there from is a disability for which sick leave may be utilized. The date of commencement of absence from duties because of disability there from shall be determined by medical authority chosen by the unit member. The resumption of duty shall be determined by medical authority

chosen by the unit member and shall verify the unit member's physical ability to return to their assigned duties.

10.5 Proof of Illness - The District may require proof of illness as established by Board Policy related to such need. Rules and regulations adopted by the District prescribing the manner of proof of illness or injury shall not discriminate against evidence of treatment and the need therefore by the religious practices of any well-recognized church or denomination and shall not be required for absences of less than five (5) consecutive days.

10.6 Personal Necessity

10.6.1 Not more than eleven (11) days of accrued sick leave may be used by unit members, at their election, for cases of personal necessity. The District shall adopt rules and regulations requiring and prescribing the manner of proof of personal necessity.

10.6.2 Unit members shall not be required to secure advance permission for leave taken for any of the following reasons:

1. Death or serious illness of a member of the immediate family, a close friend, a District employee or student of a District school, death of a member of the immediate family when the number of days of absence exceeds the limit provided in the Bereavement Leave section of this Article.

2. Accident involving their person or property or the person or property of a member of the immediate family.

10.6.2 3. An illness including pregnancy of unit member's spouse or of a member of the employee's immediate family.

4. Imminent danger to the home of a unit member occasioned by a factor such as a flood or fire.

5. Any Personal Business that can not be scheduled outside of

school

hours. The District may request a letter from the company listing its hours of operation and service hours.

10.6.3 Unit members must obtain advance permission prior to taking personal necessity leave except in those situations specifically enumerated in this section. The District may adopt rules and

regulations specifying the type of situations which they feel would justify granting of such leave.

10.6.4 Two (2) of the eleven (11) personnel necessity days may also be taken without prior approval from the District, provided all of the following conditions are met:

1. The unit member must give the District office at least three (3) working days notice prior to the leave day.
2. No more than two (2) unit members may be absent on such leave during any one (1) duty day.
3. These non-disclosure days will be granted on a "first to notify the District" basis.

10.7 Maternity/Paternity Leave; STRS Credit - Additional STRS Retirement credit may be elected for time spent on an approved maternity or paternity leave if specified contributions and interest thereon are paid by the Unit Member.

10.8 Industrial Accident and Illness - The District shall provide rules and regulations for industrial accident and illness leave for unit members, including the following:

1. Such leave shall be for up to sixty (60) work days.
2. This type of leave is not accumulated from year to year.
3. It is to begin on the first day of absence.
4. A unit member absent on this leave shall be paid such a portion of salary due, which when added to any temporary disability indemnity, will not be more than a full salary.
5. This leave is reduced by one day for each day of absence regardless of a temporary disability indemnity.

10.9 Jury Duty - The District may grant leaves of absence for any unit member called for jury duty. The district may grant such leave with pay up to the amount of the difference between the unit member's pay and any amount received as juror's fees.

10.10 Judicial and Official Appearances - The District may grant leaves to appear as a witness in court other than as a litigant, or to respond to any official order from another governmental agency for reasons not brought about by a unit member's connivance or misconduct.

10.11 Disability Allowance Applicants - The District shall grant leaves of absence to any unit member who has applied for disability allowance, not to exceed

thirty (30) days beyond final determination of the disability allowance by the State Teachers Retirement System. If the unit member is eligible for the disability allowance, the leave is extended for the term of the disability, but not to exceed thirty-nine (39) months from the date of approval of the disability allowance.

- 10.12 Military Service - Leaves for purposes of military service shall be granted pursuant to the Education, Military, and Veteran's Code.
- 10.13 Reinstatement Following Leaves - After expiration of the leave, unit members shall, unless otherwise agreed, be reinstated in a position comparable to that which was held prior to a leave.

ARTICLE 11 - EVALUATION PROCEDURES

- 11.1 Philosophy of Evaluation:
 - 11.1.1 The purpose of the District's certificated evaluation process is to provide a standardized system for assessing professional duties, interpersonal relations, and classroom teaching performance.
 - 11.1.2 Teacher performance will be in part judged using the California Standards for the Teaching Profession as amended and or supplemented by the parties. These procedures shall be a cooperative effort by teachers and administrators to strengthen instruction and encourage professional growth.
- 11.2 Observation/Evaluation Requirements
 - 11.2.1 Probationary Unit Members shall be formally observed at least twice a year and evaluated annually.
 - 11.2.2 Permanent Unit Members shall be formally observed and evaluated at least once every two years. After they have completed three full years of service beyond the attainment of permanent status permanent unit members shall be evaluated every three years.(eg Y1, Y2, Y3, Y5, Y8, Y11, Y14). If a Unit Member is working on an improvement plan, the unit member shall be evaluated at least on an annual basis.
 - 11.2.3 Standards 1 through 6 of the California Standards for the Teaching Profession shall apply to Goals, Evaluations, and Improvement Plans. Standards 1 through 5 of the California Standards for the Teaching Profession shall apply to formal classroom observations and mandatory participation in PAR.
 - 11.2.4 Throughout every school year, the supervisor will make informal walk-throughs to insure the tenured evaluation standards are being

met. The information recorded during informal walk-throughs may be reflected in the final summative evaluation.

11.3 Evaluation Procedure

11.3.1 Unit members will establish Professional Performance Goals on appendix A within thirty (30) working days of the beginning of the Unit Members assignment. The evaluator shall hold an initial conference with each teacher to discuss the objectives of his/her Performance Goals.

11.3.2 A minimum of six (6) Professional Performance Goals shall be established, one from each of the six standards of the California Standards for the Teaching Profession (see appendix F).

11.3.3 Either the evaluator or the Unit Member may request a Professional Performance Goal review after at least one observation for the purpose of re-evaluating and, if necessary, revising the Professional Performance Goals.

11.4 Pre-Observation Conference, Formal Observation, and Observation Report Conference

11.4.1 For probationary Unit Members, within forty-five (45) working days after the beginning of the Unit Member's assignment, the evaluator shall conduct the first of at least two (2) formal observations per year.

11.4.2 For permanent Unit Members, prior to February 1 of the evaluation year, the evaluator shall conduct the first of at least one (1) formal observation.

11.4.3 Each unit member shall have a pre-classroom observation conference with the evaluator at least (3) days prior to the formal observation. The unit member will complete the Pre-Observation Conference Form (see appendix B) and bring it completed to the conference.

11.4.4 Each formal observation shall be followed by an observation conference, to be held within ten (10) working days of the formal observation, during which time the evaluator and the Unit Member shall review the Observation Report (also see appendix C), and discuss necessary follow-up. The Unit Member and the evaluator shall each sign and retain a copy of the Observation Report.

11.5 Summative Evaluation Report, Improvement Plan and Summative Report Conference

11.5.1 At least thirty (30) days before the last scheduled school day, the evaluator and the Unit Member shall hold a summative evaluation

conference in order to review the Professional Performance Objectives, Observation Report(s) and the Summative Evaluation Report (see appendix D).

11.5.2 The Unit Member and the evaluator shall each sign and retain a copy of the Summative Evaluation Report and Improvement Plan (appendix E) when attached.

11.5.3 Within ten (10) working days following the summative evaluation conference, the Unit Member may attach to the Summative Evaluation Report and Improvement Plan, when attached, any statement that the Unit Member wishes to become a part of the written report.

11.5.4 A copy of the Summative Evaluation Report, Improvement Plan (when applicable), and the Unit Member's Response, will be placed in the Unit Member's permanent personnel file.

11.6 Alternative Performance Evaluation

11.6.1 Eligibility: This option is open to a unit member with permanent status in the district with at least five years of experience, a clear credential, and with the approval of their supervisor.

11.6.2 Process

- a. The unit member requests the Alternative Performance Evaluation in lieu of the formal evaluation process by the second Friday of September.
- b. The unit member identifies in writing one or more goals to improve his/her expertise; these may be multi-year goal/s in dialogue with the supervisor. The goal/s must be mutually agreed upon. The unit member may work as an individual or with a partner or group.
- c. The unit member outlines in writing his/her plans to achieve the goal/s. The unit member's plan may include any of the following suggestions:
 1. Readings such as articles and books
 2. Professional coaching
 3. Research
 4. Graduate courses
 5. Workshops/conferences
 6. Interviews/surveys
 7. Visitations/observations
 8. Other activities as determined by the unit member
- d. The unit member and supervisor will meet to discuss and mutually agree to the goal/s, format and reporting procedures prior to the second Friday in October.

- e. The unit member prepares authentic evidence that documents implementation. During the formal mid-year progress conference, the unit member and supervisor will review progress to date and mutually determine whether the unit member will continue with the Alternative Performance Evaluation. If not continuing, the unit member will have a formal observation and be evaluated prior to the end of the school year.
- f. Throughout every school year, the supervisor will make informal walk-throughs to insure the tenured evaluation standards are still being met. The information will be reflected in a final summative evaluation.

11.6.3 Timeline: There will be two meetings each school year for updates. Mid-year progress conference on or before the second Friday in January. End of project summary and summative evaluation will occur 30 days before the last scheduled work day.

11.7 Improvement Plan/PAR

11.7.1 An Improvement Plan must be completed when the overall rating of a Unit Member is “Needs Improvement” or “Unsatisfactory” or when the bargaining unit member receives a score of 2.5 or above in one standard on the rating system described in section 11.6.2. The Improvement Plan shall document deficiencies that have not yet shown improvement. An overall “Unsatisfactory” also requires mandatory participation in PAR.

11.7.2 If a bargaining unit member gets an overall “Needs Improvement” or “Unsatisfactory” in any one standard on his/her Summary Evaluation, he/she shall be issued a recommendation to participate in the PAR program. (An overall “Needs Improvement” or “Unsatisfactory” means a score of 2.5 or above on the rating system described in section 11.6.2.) If the bargaining unit member receives an overall “Needs Improvement” or “Unsatisfactory” in the same standard on his/her Summary Evaluation during the following school year, he/she shall be required to participate in the PAR program.

An overall “Needs Improvement” or “Unsatisfactory” for the purposes of the previous paragraph shall be determined as follows: A numeric score shall be assigned for each check mark on the standard in question (Strong = 1, Satisfactory = 2, Needs Improvement = 3, Unsatisfactory = 4.) The total of those scores shall then be divided by the number of individual marks. An overall “Needs Improvement” is a score of 2.5 to 3.3 on the following scale – Strong = 1.0-1.2, Satisfactory = 1.3-2.4, Needs Improvement = 2.5-3.3, Unsatisfactory = 3.4-4.0. An overall “Unsatisfactory” is a score of 3.4 to 4.0.)

11.7.3 If a bargaining unit member receives “Needs Improvement” in two or more areas in each of three standards or three or more areas in each of two standards on his/her Summary Evaluation, he/she shall be issued a recommendation to participate in the PAR program. If the bargaining unit member receives a “Needs Improvement” in two or more areas in each of three standards or three or more areas in each of two standards on his/her Summary Evaluation during the following school year, he/she shall be required to participate in the PAR program.

11.7.4 If a bargaining unit member receives “Unsatisfactory” in two or more areas in each of three standards or three or more areas in each of two standards on his/her Summary Evaluation, he/she shall be required to participate in the PAR program.

11.8 District Role / Unsatisfactory Summative Evaluation Report

11.8.1 The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the provisions of this Article. Accordingly, no grievance arising under this Article can challenge the substantive objectives, standards, or criteria determined by the evaluator or the District, nor can it contest the judgment of the evaluator. Any grievance shall be limited to a claim the procedures have been violated.

11.8.2 The District PAR Program shall be conducted pursuant to the terms of the Small School District PAR Consortium document as indicated in Appendix G. In the event the Small District PAR Consortium document is amended, the parties shall reopen to consider the proposed amendments. Each bargaining unit member shall receive a new copy of the PAR document whenever it is amended and approved by the District and the Association.

ARTICLE 12 - TRANSFERS/VACANCIES

12.1 The District shall email to the District email address of all certificated employees all official vacancies known to the District within three days of knowledge of the vacancy and the future need for the position. The posting shall be for a period of three days. Any subsequent vacancies caused by the initial filling of vacancies shall be posted within two days and shall remain posted for two days. Unit members may apply for a voluntary transfer/reassignment through email to the superintendent and will be given an interview prior to the District filling the position.

12.1.1 The District will present a Master Schedule that may be subject to change to employees by the last working day of the school year.

12.1.2 The District shall post any vacancy as soon as it is available. A bargaining unit member who is currently assigned to a position in the

Helendale School District may apply for the position but shall not take the position until the following school year unless the superintendent or designee approves the transfer within the current school year.

12.2 Voluntary Transfers/Reassignment

12.2.1 All qualified applicants seeking a voluntary transfer/reassignment to a vacant position shall be given consideration by the District. The selection of the candidate to fill a position shall be made by the administration taking into consideration the needs of the District and the desires of the unit member.

12.2.2 If an applicant's request for a voluntary transfer/reassignment is denied, the applicant shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial.

12.2.3 The application for a voluntary transfer/reassignment shall not jeopardize the unit member's current assignment. A request for transfer may be withdrawn in writing by the unit member at any time, unless a written commitment for replacement has been made by the District.

12.3 Involuntary Transfers

12.3.1 The District may make involuntary transfers at any time for the following reasons:

1. To establish or maintain necessary capabilities at any school for bilingual instruction, or any other form of specialized program.
2. To accommodate a change in school enrollment necessitating either the addition or deletion of staff.
3. To provide an employee with an opportunity to have his/her performance appraised by a different evaluator.
4. To accommodate any needed curricula/instructional improvements.

12.3.2 Involuntary transfers shall be limited to two (2) per unit member within four (4) school years.

12.4 Involuntary Reassignment

12.4.1 Reassignment may be implemented by the site administrator, taking into consideration the needs and efficient operation of the District. Prior to making a reassignment, the administrator shall give the unit member five (5) calendar days oral and written notice.

12.4.2 Each unit member shall be given written notice of the next year's assignment not later than fifteen (15) calendar days before the last day of school. Such notice shall specify the site, grade level or specialist's area to which the unit member will be assigned. However, nothing precludes the District from revising the assignment if the instructional needs of students warrant the revision.

12.4.3 If a single subject credentialed unit member is reassigned more than one new prep then they shall be deemed as involuntarily reassigned and shall have the right of first return to prior assignment should it become available in the future.

A multiple subject unit member who is involuntarily reassigned to another grade level shall have right of first return to prior assignment should it become available in the future.

12.4.4 A member shall not be required to change classrooms involuntarily more than once in a 3 year period without compensation. If such additional involuntary classroom change is deemed necessary by the district, the member will be compensated by one release day or one day sub compensation for each additional move in a three year period.

12.5 Release Time

Unit members who are transferred or reassigned during the school year shall be allowed three (3) days of release time for preparation prior to the effective date of the transfer or reassignment. The District shall provide assistance in the moving of the unit member's material whenever a unit member is transferred or reassigned.

ARTICLE 13 – JOB SHARING

13.1 Job sharing shall refer to a District approved assignment in which two (2) unit members share one (1) full time position. Job sharing assignments shall be filled only by credentialed teachers who have jointly agreed to work together and have submitted a proposal of tandem teaching to the Superintendent or designee who shall have the right to approve or deny the job sharing request. A permanent unit member is defined as a teacher who holds tenure status in the District or has two years of teaching experience.

In addition, the job sharing team must be Highly Qualified, under

No Child

Left Behind, and hold the appropriate credentials for the assignment.

13.1.1 A new employee of the district assigned to a job share shall be hired initially on a temporary contract.

13.2 The District will have no more than two job share positions in one academic

year.

- 13.3 Unit members shall submit a written proposal to the Superintendent or designee for approval to participate in job sharing. This proposal must be received on or before March 15th prior to the year in which the job sharing will occur. Unit members shall be informed of the status of their proposal by April 15th.
- 13.4 Participants shall be placed appropriately on the unit member's salary schedule, receive a prorated portion of the individual's yearly salary and paid leaves, and be given appropriate added increments for advanced certificates.
- 13.6 During the term of job sharing, neither of the job sharing permanent unit members shall receive credit for a full year of service for the purpose of advancement on the salary schedule (a half year equals a half year of years of credit).
- 13.7 Both job share participants shall be formally evaluated once during the year.
- 13.8 Both job share participants are mutually responsible to disseminate information communicated to one participant from faculty or team meetings.
- 13.9 When one member of the job share team is absent for any reason, the remaining team member will take over full-time unless a suitable replacement is found. When one member substitutes for the other member, he/she will be paid at the current substitute rate.
- 13.10 The job sharing program does not preclude any employees from receiving a layoff notice under California Education Code.
- 13.11 If either member of the job share team voluntarily leaves the job share assignment, the other member must assume the full assignment until a suitable replacement has been selected.
- 13.12 Site Administrator shall approve the calendar and duty assignments of job share participants including non-teaching duties.
- 13.13 The Superintendent has the sole discretion to grant or deny a job share team continuing services the following year. If the Superintendent decides to not renew a job sharing team, the Superintendent shall notify the team, in writing, by April 15th.

ARTICLE 14 - LEADERSHIP TEAMS

- 14.1 Each site may establish Leadership Team. The Leadership Team is an advisory board, offering suggestions and ideas of how to improve the site and student learning. The team shall be comprised of at least two teachers and the site Principal. The group will meet at least once per year.

14.1.1 Any teacher serving on the Leadership Team will be volunteering his/her time. .

ARTICLE 15 – RETIREMENT

Beginning with the 2016-2017 school year a certificated Bargaining Unit Member who has served for 20 or more consecutive years of service in the Helendale School District; is age 55 or greater and files a notification of intent to retire in writing by January 31st of the year of retirement shall receive a one-time payout of \$1,000 per full year of service in the district. The payment shall be paid on July 1st one year after retirement.

ARTICLE 15 – SAFETY

The District shall make a reasonable effort to provide a place of employment which is as safe as the nature of employment and assigned duties reasonably permit.

Bargaining Unit Members shall abide by the Comprehensive Safe School Plan in the event of an emergency.

Any employee shall report in writing to his/her immediate supervisor any unsafe, hazardous, or potentially dangerous working conditions. Such report, signed and dated shall release the unit member from responsibility for an unsafe condition.

The District shall investigate all unsafe conditions reported and shall take necessary steps to correct the condition.

Bargaining Unit Members have the right to file a report with CAL-OSHA regarding alleged violations of CAL-OSHA rules and regulations and shall also file that report with the District.

Bargaining Unit Members shall immediately report any assaults in connection with his/her employment to the immediate supervisor.

Bargaining Unit Members may use reasonable lawful force under the circumstances in order to defend themselves against an assault or battery which occurs within the scope of employment. The unit member shall report the incident in writing to the immediate supervisor within 24 hours of the incident. The immediate supervisor shall provide the unit member periodic reports of any corrective action taken to remedy the circumstances surrounding the incident.

The District shall not require bargaining unit members to perform medical procedures, toileting and/or pushing of wheelchairs, unless services are covered in an IEP or 504 plan. Bargaining Unit Members may choose to volunteer to be trained to performed medical procedures on students, toileting, and/or pushing wheelchairs. The unit member who performs such tasks does so without setting precedent or causing prejudice to future negotiations.

The Bargaining Unit reserves the right to bargain any changes to the IIPP.

Appendix A

HELENDALE SCHOOL DISTRICT
PROFESSIONAL PERFORMANCE GOALS

Six (6) Professional Performance Goals shall be established within thirty (30) days after the beginning of the employee's assignment. (E.C. 44660)

EMPLOYEE _____
SCHOOL _____
DATE _____

OBJECTIVES AND CRITERIA	REVISION (PRIOR TO FEB.1)
Engaging and Supporting All Students in Learning	Evaluator _____ Employee _____ Date _____
Creating & Maintaining Effective Environments for Student Learning	Evaluator _____ Employee _____ Date _____
Understanding & Organizing Subject Matter for Student Learning	Evaluator _____ Employee _____ Date _____
Planning Instruction & Designing Learning Experiences for All Students	Evaluator _____ Employee _____ Date _____
Assessing Student Learning	Evaluator _____ Employee _____ Date _____

Developing as a Professional Educator	Evaluator _____
	Employee _____
	Date _____
In your performance appraisal for summative evaluation, special emphasis shall be placed on progress toward achieving these written objectives.	

Professional Performance Goals Established (Date): _____

Evaluator: _____ Employee: _____

Appendix B

HELENDALE SCHOOL DISTRICT
PRE-OBSERVATION FORM

Teacher _____ Date _____
 School _____ Time _____
 Grade Assigned _____

Please answer these questions and bring the completed form to your pre-observation conference.

PRE-CONFERENCE QUESTIONS:

What will you be teaching in this lesson?

What do you expect your students to learn by the end of the lesson?

What activities will you and your students be doing?

How will you know if your lesson is successful?

Is there a specific Standard/Area on which you would like me to focus?

Comments:

Evaluator _____ Teacher _____ Date _____

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD I - Engaging and Supporting All Students in Learning

- *Connecting students' prior knowledge, life experience, and interests with learning goal.
- *Using a variety of instructional strategies and resources to students' diverse needs.
- *Facilitating learning experiences that promote autonomy, interaction, and choices.
- *Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.
- *Promoting self-directed, reflective learning for all students.

Standard II - Creating & Managing Effective Environments for All

- *Creating a physical environment that engages all students
- *Establishing a climate that promotes fairness and respect.
- *Promoting social development and group responsibility.
- *Establishing and maintaining standards for student behavior.
- *Planning and implementing classroom procedures and routines that support student learning.

Standard III - Understanding & Organizing Subject Matter for

- *Demonstrates knowledge of subject matter content and student development
- *Organizing curriculum to support student understanding of subject matter
- *Interrelating ideas and information within and across subject matter areas
- *Developing student understanding through instructional strategies that are appropriate to the subject matter.
- *Using materials, resources, and technologies to make subject matter accessible to students.

Standard IV - Planning Instruction & Developing Learning

- *Drawing on a valuing student's backgrounds, interests, and developmental learning needs.
- *Establishing and articulating goals for student learning.
- *Developing and sequencing instructional activities and materials for student learning
- *Designing short-term and long-term plans to foster student learning.
- *Modifying instructional plans to adjust for student needs.

Standard V - Assessing Student Learning

- *Establishing and communicating learning goals for all students.
- *Collecting and using multiple sources of information to assess student learning.
- *Involving and guiding students in assessing their own learning.
- *Using results of assessments to guide instruction.
- *Communicating with students/families/others about student progress

Standard VI - Developing as a Professional Educator

- *Reflecting on teaching practice and planning professional development
- *Establishing professional goals and pursuing opportunities to grow professionally.
- *Working with communities to improve professional practice.
- *Working with families to improve professional practice.
- *Working with colleagues to improve professional practice.
- *Balancing professional responsibilities/maintaining motivation

Standards 1 - 6 apply to Goals, Evaluation and Improvement Plan, Standards 1 - 5 apply to Formal Observations and mandatory participation in PAR.

Appendix C

HELENDALE SCHOOL DISTRICT
FORMAL CLASSROOM OBSERVATION FORM

Teacher _____ Date _____
School _____ Time _____
Grade Assigned _____

EVIDENCE OF STANDARDS (During Observation)

Please check one:

- All other evaluator notes are attached. Number of pages attached: _____
 No additional evaluator notes have been taken.

Evaluator _____ Teacher _____ Date _____

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD I - Engaging and Supporting All Students in Learning

- *Connecting students' prior knowledge, life experience, and interests with learning goal.
- *Using a variety of instructional strategies and resources to students' diverse needs.
- *Facilitating learning experiences that promote autonomy, interaction, and choices.
- *Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.
- *Promoting self-directed, reflective learning for all students.

Standard II - Creating & Managing Effective Environments for All

- *Creating a physical environment that engages all students
- *Establishing a climate that promotes fairness and respect.
- *Promoting social development and group responsibility.
- *Establishing and maintaining standards for student behavior.
- *Planning and implementing classroom procedures and routines that support student learning.

Standard III - Understanding & Organizing Subject Matter for

- *Demonstrates knowledge of subject matter content and student development
- *Organizing curriculum to support student understanding of subject matter>
- *Interrelating ideas and information within and across subject matter areas
- *Developing student understanding through instructional strategies that are appropriate to the subject matter.
- *Using materials, resources, and technologies to make subject matter accessible to students.

Standard IV - Planning Instruction & Developing Learning

- *Drawing on a valuing student's backgrounds, interests, and developmental learning needs.
- *Establishing and articulating goals for student learning.
- *Developing and sequencing instructional activities and materials for student learning
- *Designing short-term and long-term plans to foster student learning.
- *Modifying instructional plans to adjust for student needs.

Standard V - Assessing Student Learning

- *Establishing and communicating learning goals for all students.
- *Collecting and using multiple sources of information to assess student learning.
- *Involving and guiding students in assessing their own learning.
- *Using results of assessments to guide instruction.
- *Communicating with students/families/others about student progress

Standard VI - Developing as a Professional Educator

- *Reflecting on teaching practice and planning professional development
- *Establishing professional goals and pursuing opportunities to grow professionally.
- *Working with communities to improve professional practice.
- *Working with families to improve professional practice.
- *Working with colleagues to improve professional practice.
- *Balancing professional responsibilities/maintaining motivatio

Standards 1 - 6 apply to Goals, Evaluation and Improvement Plan, Standards 1 - 5 apply to Formal Observations and mandatory participation in PAR.

HELENDALE SCHOOL DISTRICT
SUMMARY EVALUATION OF TEACHING PERFORMANCE

HELENDALE SCHOOL DISTRICT

Teacher _____ Date _____

School _____

Grade/School _____

Period Covered by this Evaluation _____

Dates of Conference _____ Dates of Observation(s) _____

Status of Teacher ___ Probationary 1 ___ Probationary 2 ___ Permanent
 ___ Years in District

1 STRONG - Exceeds Standards	=1.0-1.2
2 SATISFACTORY - Meets Standards	=1.3-2.4
3 NEEDS IMPROVEMENT - Below standards	=2.5-3.3
4 UNSATISFACTORY - Does Not Meet Standards	=3.4-4.0

Numerical value is derived by adding total score in domain and dividing sum by number of criteria

STANDARD I Engaging and Supporting All Students in Learning	1	2	3	4
*Connecting student's prior knowledge, life experience, and interests with learning goals				
*Using a variety of instructional strategies and resources to students' diverse needs				
*Facilitating learning experiences that promote autonomy, interaction, and choice				
*Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.				
* Promoting self-directed, reflective learning for all students.				
STANDARD II - Creating & Managing Effective Environments for Student Learning	1	2	3	4
*Creating a physical environment that engages all students.				
*Establishing a climate that promotes fairness and respect.				
*Promoting social development and group responsibility.				
Establishing and maintaining standards for student behavior.				
*Planning and implementing classroom procedures and routines that support student learning				
*Using instructional time effectively.				
STANDARD III - Understanding and Organizing Student Matter for Student Learning	1	2	3	4
*Demonstrates knowledge of subject matter content and student development.				
*Organizing curriculum to support student understanding of subject matter.				
*Interrelating ideas and information within and across subject matter areas.				
*Developing student understanding through instructional strategies that are appropriate to the subject matter				
*Using materials, resources and technologies to make subject matter accessible to students				
STANDARD IV - Planning Instruction & Designing Learning Experiences for All Students	1	2	3	4
*Drawing on a valuing students' backgrounds, interests, and developmental learning needs.				
*Establishing and articulating goals for student learning.				
*Developing and sequencing instructional activities and materials for student learning.				
*Designing short-term and long-term plans to foster student learning.				
*Modifying instructional plans to adjust for student needs.				
STANDARD V - Assessing Student Learning	1	2	3	4
*Establishing and communicating learning goals for all students.				

*Collecting and using multiple sources of information to assess student learning.				
*Involving and guiding students in assessing their own learning.				
*Using results of assessments to guide instruction.				
*Communicating with students/families/others about student progress.				
STANDARD VI - Developing as a Professional Educator	1	2	3	4
*Reflecting on teaching practice and planning professional development.				
*Establishing professional goals and pursuing opportunities to grow professionally.				
*Working with communities to improve professional practice.				
*Working with families to improve professional practice.				
*Working with colleagues to improve professional practice.				
*Balancing professional responsibilities/maintaining motivation.				

COMMENTS: Commendations and recommendations must include those relative to the Standard. An overall evaluation that denotes "Needs Improvement" or "Unsatisfactory" must be accompanied by a District Improvement Plan.

OVERALL EVALUATION

Refer to PAR

- Strong Exceeds Standards
- Satisfactory - Meets Standards
- Needs Improvement - Some Standards Met
- Unsatisfactory - Does not Meet Standards

RE-EMPLOYMENT RECOMMENDATION

- Retain
- Do not Retain

Standards 1 -6 apply to Goals, Evaluations and Improvement Plan.
Standards 1 - 5 apply to Formal Observations and mandatory participation in PAR

SIGNATURES

Evaluator _____ Date _____

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

A SIGNATURE ON THIS EVALUATION DOES NOT NECESSIARLY SIGNIFY AGREEMENT

WITH

THE EVALUATION.

Teacher _____ Date _____

Alternative Performance Evaluation Goal Sheet

Employee _____ Date _____ School _____
 Position _____ Title of Project _____

Goal(s):

Plan to Achieve Goal(s):

Goal(s)/Plan	Teacher Signature	Evaluator Signature	Date
Mid-Year Report	Teacher Signature	Evaluator Signature	Date
Final Evaluation	Teacher Signature	Evaluator Signature	Date

Employee signature signifies employee has received a copy of this report.

HELENDALE SCHOOL DISTRICT
 SUMMARY EVALUATION OF ALTERNATIVE TEACHING PERFORMANCE

HELENDALE SCHOOL DISTRICT
 Teacher _____
 School _____
 Grade/School _____

Date _____

Period Covered by this Evaluation _____
 Dates of Conference _____ Dates of Observation(s) _____

Status of Teacher _____ Years in District _____

- | |
|---|
| 1 STRONG - Exceeds Standards
2 SATISFACTORY - Meets Standards
3 NEEDS IMPROVEMENT - Below standards
4 UNSATISFACTORY - Does Not Meet Standards |
|---|

	1	2	3	4
STANDARD I Engaging and Supporting All Students in Learning				
STANDARD II - Creating & Managing Effective Environments for Student Learning				
STANDARD III - Understanding and Organizing Student Matter for Student Learning				
STANDARD IV - Planning Instruction & Designing Learning Experiences for All Students				
STANDARD V - Assessing Student Learning				
STANDARD VI - Developing as a Professional Educator				

COMMENTS: Commendations and recommendations must include those relative to the Project. An overall evaluation that denotes "Needs Improvement" or "Unsatisfactory" must be accompanied by a District Improvement Plan.

OVERALL EVALUATION

- Strong Exceeds Standards
- Satisfactory - Meets Standards
- Needs Improvement - Some Standards Met
- Unsatisfactory - Does not Meet Standards

SIGNATURES Evaluator _____ Date _____

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation. A SIGNATURE ON THIS EVALUATION DOES NOT NECESSARILY SIGNIFY AGREEMENT WITH THE EVALUATION.

Teacher _____ Date _____

HELENDALE SCHOOL DISTRICT

IMPROVEMENT PLAN

EMPLOYEE _____ GRADE/SUBJECT _____
EVALUATOR _____ SCHOOL _____
DATE IMPROVEMENT PLAN INITIATED _____
TIME PERIOD FOR IMPROVEMENT PLAN _____
DATE FOR EVALUATION OF PROGRESS ON IMPROVEMENT _____

Instructions: When the evaluation identifies standards needing improvement, an improvement plan shall be developed by the evaluator and the employee to improve specific suggestions for improvement. The evaluator retains the right to approval of the plan. The employee has the right to attach comments.

STANDARDS NEEDING IMPROVEMENT:

ACTIVITIES TO BE IMPLEMENTED TO IMPROVE IDENTIFIED TEACHING STANDARDS:

IMPROVEMENT PLAN ESTABLISHED:

EVALUATOR _____ DATE _____
EMPLOYEE _____ DATE _____

EVALUATION OF PROGRESS ON IMPROVEMENT PLAN:

IMPROVEMENT COMPLETED IMPROVEMENT CONTINUING NO IMPROVEMENT
[] [] PROGRESS SATISFACTORY []
[] PROGRESS UNSATISFACTORY []

COMMENTS

The employee's signature indicates that the employee has seen and discussed this report, however, it does not necessarily indicate complete agreement with all portions of the evaluation.

EVALUTOR _____ DATE _____

EMPLOYEE _____ DATE _____

NOTE: Attach to Summative Evaluation Report

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD I Engaging and Supporting All Students in Learning

- *Connecting students' prior knowledge, life experience, and interests with learning goal.
- *Using a variety of instructional strategies and resources to students' diverse needs.
- *Facilitating learning experiences that promote autonomy, interaction, and choices.
- *Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.
- *Promoting self-directed, reflective learning for all students.

Standard II - Creating & Managing Effective Environments for All

- *Creating a physical environment that engages all students
- *Establishing a climate that promotes fairness and respect.
- *Promoting social development and group responsibility.
- *Establishing and maintaining standards for student behavior.
- *Planning and implementing classroom procedures and routines that support student learning.
- *Using instructional time effectively.

Standard III - Understanding & Organizing Subject Matter for

- *Demonstrate knowledge of subject matter content and student development.
- *Organizing curriculum to support student understanding of subject matter.
- *Interrelating ideas and information within and across subject matter areas.
- *Developing student understanding through instructional strategies that are appropriate to the subject matter.
- *Using materials, resources, and technologies to make subject matter accessible to students.

Standard IV - Planning Instruction & Developing Learning

- *Drawing on a valuing student's backgrounds, interests, and developmental learning needs.
- *Establishing and articulating goals for student learning.
- *Developing and sequencing instructional activities and materials for student learning
- *Designing short-term and long-term plans to foster student learning.
- *Modifying instructional plans to adjust for student needs.

Standard V - Assessing Student Learning

- *Establishing and communicating learning goals for all students.
- *Collecting and using multiple sources of information to assess student learning.
- *Involving and guiding students in assessing their own learning.
- *Using results of assessments to guide instruction.
- *Communicating with students/families/others about student progress

Standard VI - Developing as a Professional Educator

- *Reflecting on teaching practice and planning professional development
- *Establishing professional goals and pursuing opportunities to grow professionally.
- *Working with communities to improve professional practice.
- *Working with families to improve professional practice.
- *Working with colleagues to improve professional practice.
- *Balancing professional responsibilities/maintaining motivation.

**San Bernardino County
Small School Districts Consortium
Peer Assistance and Review Program**



**A partnership between
San Bernardino County California Teachers Associations,
Small School Districts in San Bernardino County
and the San Bernardino County Superintendent of Schools
May 4, 2000**

INTRODUCTION

In the fall of 1999, the San Bernardino County School District Peer Assistance and Review Task Force, comprised of district and teacher association members, and staffed by county office personnel, developed PAR model contract language to support districts as they developed their PAR programs. Upon examining the completed document, small district superintendents in San Bernardino County, indicated that they would like to have a document that would play a similar role in supporting the development of a regional small school district PAR consortium. A subcommittee from the original task force comprised of county office and CAT staff was formed at the request of the small district superintendents.

The document is the result of the work of that task force and is presented as the PAR program for the small school district consortium. The following are key components of the consortium:

1. Joint Panel will consist of seven members as specified in the consortium document.
2. For the first year, Districts will be designated, by lottery, to appoint a teacher or an administrator representative to the Joint Panel. By lot, one of the districts will select both a teacher and an administrator. For subsequent years, a rotation system will be established.
3. All participating districts will keep their PAR and mentor funds and maintain their own budgets.
4. Districts will select their own providers and other eligible support provider candidates and will submit names, applications, and interview and observation information to the Joint Panel for selection as Consulting Teachers.
5. Participating districts needing consulting teacher services will contract directly with support providing districts.
6. Participating districts receiving consulting teacher services from another district will pay the service providing district \$1,500 per participating teacher. This amount shall be considered full payment for services rendered.
7. The home district of the Joint Panel Chairperson will provide administrative support for Joint Panel activities.

Individual district/association MOUs (page 11) will need to be signed by parties in participating districts establishing this consortium as the district's negotiated PAR agreement.

San Bernardino County
Small School Districts PAR Consortium
Task Force

PAR Task Force Members:

Tony Leon, CTA Staff Consultant
San Bernardino Regional Resource Center

Bill Ribblett, CTA Staff Consultant
Victorville Regional Resource Center

Beth Higbee, Director
Standards, Assessment, and Accountability
San Bernardino County Superintendent of Schools

Dr. Kegham Tashjian, Assistant Superintendent
Administrative Services
San Bernardino County Superintendent of Schools

Small District Superintendent Planning Team:

Dr. Thomas Novak, Superintendent
Baker Valley Unified School District

Mark A. Sumpter, Superintendent
Helendale School District

Gary Thomas, Superintendent
Lucerne Valley Unified School District

Clifford Turk, Superintendent
Needles Unified School District

Kenneth Larson, Superintendent
Oro Grande School District

Richard Fragale, Superintendent
Trona Joint Unified School District

PROGRAM ELIGIBILITY

I. Mandatory Participation

Through peer Consulting Teachers, this component of the Program shall provide intervention to permanent teachers who receive an "unsatisfactory" final evaluation in any domain of the California Standards for the Teaching Profession as provided in the evaluation article of the district Agreement.

II. Other Participation

Permanent Teachers who seek to improve their teaching performance may self-refer to the Joint Panel for intervention under this program.

The Joint Panel shall have the authority to accept or reject self referrals from volunteers.

III. Exclusions

The Program shall not deal with teachers' employment issues that arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and the Evaluation article of the contractual Agreement.

PARTICIPATING TEACHERS

IV. Participating Teachers

The Participating Teacher is a unit member teacher who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the parties collective bargaining agreement. There are three (3) categories of Participating Teachers.

The evaluation process for any participating teacher shall not be altered as a result of participating in the PAR Program except as negotiated by the parties.

A. Referred Teacher Participants

The purpose of participation in the PAR Program is to assist permanent teachers in need of development in subject matter knowledge or teaching strategies or both. Permanent unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation in any domain of the California Standards for the Teaching Profession as provided in the evaluation article of the district Agreement.

The Consulting Teacher shall provide assistance to the Referred Teacher until the Consulting Teacher concludes that the Referred Teacher has demonstrated satisfactory improvement, or that the further assistance will not be productive, at which time the Consulting Teacher will submit a recommendation to the Joint Panel.

Recommendations will be made at least annually. The Consulting Teacher shall continue to provide assistance until the Joint Panel acts on the recommendation. The Referred Teacher shall have the right to submit a written response to the final report.

The Referred Participating Teacher shall have the right to present reasons in writing why their specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered.

The article does not expand nor diminish the unit member's ability to grieve an evaluation pursuant to the negotiated contract between the parties.

B. Volunteer Teacher Participants

The purpose of voluntary participation in the PAR program is to assist permanent unit member teachers who seek to improve their teaching performance. Volunteers may request the Joint Panel to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The Volunteer Teacher shall indicate area(s) he/she seeks assistance in his/her request. The volunteer Teacher may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

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

C. Beginning Teacher Participants

The purpose of participation in the assistance component of the PAR program is to support Beginning Teachers in need of assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and

related aspects of teaching performance as related to the California Standards for the Teaching Profession. For beginning unit members this may be the Beginning Teacher Support and Assessment (BTSA) Program. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher/Support Provider shall play no role in the evaluation of the teaching performance of a Beginning Teacher Participant. The evaluation of the Beginning Teacher is the sole responsibility of the site administrator.

The Beginning Teacher shall be defined as:

- a. Full credentialed 1st or 2nd year teachers
- b. Intern teachers
- c. Teachers with Pre-Interns/Teachers with emergency permits
- d. Experienced teachers who are new to the District

Beginning Teachers shall be served on a priority basis determined by district needs. Funds received through the BTSA program must be used to support full credentialed first and second year teachers only, however funds received through the PAR Program may be used to support all beginning teachers as listed in "a" through "d" above. Services to beginning teacher participants will be coordinated and administered by the local school district.

JOINT PANEL

V. Joint Panel Composition and Selection

The PAR program is supervised and evaluated by a Joint Panel composed of a majority of certificated classroom teachers chosen to serve by other certificated classroom teachers and administrators chosen to serve by the district, as follows: three administrators selected by the superintendents and four teachers by the associations, representing six small districts. Districts shall draw lots for representation by their association or their administration. By Lot, one of the six districts will select both a teacher and an administrator. The chair alternates annually between a teacher and an administrator. A Panel is defined as July 1 - June 30. A Panel's Member's shall be no more than three years. Panel Members must be off the panel at least one year before being reselected. For the first year, those selected shall be randomly appointed for two or three year terms.

VI. Joint Panel Duties and Responsibilities

The Joint Panel shall:

- Administer the PAR Program.
- Determine its own meeting schedule.
- Establish operating rules and procedures.
- Participate in any training required to implement the program.
- Ratify the list of Consulting Teachers presented by each supporting district.
- Select Consulting Teachers from Consortium Districts.
- Assign a Consulting Teacher to each Participating Teacher.
- Use a consensus model for decision making.
- Accept or reject self-referrals for intervention.
- Meet with Consulting Teachers periodically to approve staff development plans for participating teachers and receive reports.
- Oversee training of Consulting Teachers from within the small district consortium.
- Review the training received by Consulting Teachers of supporting districts and determine the adequacy of the training for the needs of the Participating Teacher.
- Meet within the panel's workday.
- Evaluate Consulting Teachers and their documentation of Participating Teachers.
- Monitor the progress of Referred Teacher intervention including making the decision regarding the success of such intervention and so advising the board of education of the participating district.
- Evaluate annually the impact of the Consortium's Peer Assistance and Review program in order to improve the program including:
 - Number of unsatisfactory evaluation referrals
 - Number of beginning teachers to receive assistance
 - Number of permanent volunteer participations
 - Training needs of Consulting Teachers

- Training needs of the Joint Panel
- Release time needed by Consulting Teachers, Joint Committee, and Participating Teacher(s)
- Administrative costs

Refrain from participation in discussion and voting on any matter in which he/she has a professional or personal conflict of interest.

All rules and procedures established by the Joint Panel shall be distributed to the Consortium's District Administration and Employee Associations.

VII. Panel Recommendations and Decision Making

The Joint Panel uses a consensus model for decision making. Consensus is defined as 5 more affirmative votes. A majority vote is defined as a majority of the members present and voting at the meeting.

To conduct an official meeting, at least 5 of the 7 members of the Joint Panel must be present. No action or recommendations shall be voted upon unless at least two association panel members and two district panel members are present.

The Joint Panel shall act on the Consulting Teachers reports before 10 working days following receipt of the report to allow a Participating Teacher sufficient time to submit a written response. By written agreement of the Joint Panel and the Participating Teacher, time lines can be extended.

The Joint Panel shall make recommendations to the Governing Board of the Participating District through its Superintendent concerning Referred Teachers, including forwarding the names of the Referred Teachers to the Governing Board who after sustained assistance are not able to demonstrate satisfactory improvement. Prior to forwarding a Referred Teacher's name to the Governing Board, the Joint Panel shall review the assistance provided to the Referred Teacher and shall determine whether or not the Referred Teacher has been afforded "sustained" assistance.

PROGRAM OPERATIONS

VII. Confidentiality

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following expectations:

- a) In response to subpoena or order of the court
- b) The final report may be used by the district in any employment action based upon instructional performance.

IX. Duty of Indemnify

The Participating Districts shall hold harmless the members of the PAR panel and the consulting teacher for any liability arising out of their participation in this Program.

X. Funding

A. Not more than 5% of the funds received by the participating school districts for PAR may be expended for administrative costs. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof ABIX (1999, Villariagosa), BTSA or successor legislation.

B. The Joint Panel shall not have a budget. Participating Districts shall, with prior approval, pay for expenses relative to:

1. Participating Teachers
2. Support provided by other districts and agencies
3. Joint Panel participation
4. Other expenses with program implantation

CONSULTING TEACHERS

A Consulting Teacher shall be permanent certificated unit member from within the consortium of participating districts, or from support providing districts. they will provide assistance to Participating Teachers enrolled in the

PAR program. In Districts with less than 250 ADA, a consulting teacher should have at least three consecutive years experience in that district, and shall not be required to have permanent status.

XI. Consulting teacher Selection

Consulting Teachers shall:

- Possess a clear California teaching credential
- Have successfully taught in the school district for three of the last five years at least 60% of a full time position providing classroom instruction to students
- Demonstrate exemplary teaching ability
- Demonstrate talent in written and oral communications
- Demonstrate leadership ability or potential within her/his profession
- Demonstrate ability to work cooperatively and effectively with other professional staff members.
- Have extensive knowledge of student matter and mastery of a range of teaching strategies including classroom management and instructional techniques.

Consulting Teachers Selection

A. From Participating Consortium Districts, Consulting Teachers shall be selected as follows:

- Utilizing current district negotiated process for support provider (formerly mentor teacher) selection, participating district shall select their BTSA support providers.
- Participating districts shall submit to the Consortium Joint Panel their list of selected BTSA support providers and other eligible support provider candidates with their respective application packets and district interview and classroom observation reports.

The Consortium Joint Panel shall select consulting teachers from the list of BTSA support providers based on their review of the application, district interview and district classroom observation packets.

- Consulting Teachers shall be selected by a *consensus* vote of the Joint Panel after determining that the interview and observations criteria have been met by the district. The Panel shall reserve the right to conduct further interviews and classroom observations prior to final selection. At least one teacher and one administrator shall participate in a classroom observation.

B. From Support Proving Districts, Consulting Teachers will be selected as follows:

- Shall be selected by support providing district, as provided by its PAR agreement and shall be ratified by the Consortium Joint Panel
- Shall be under the direction of the support providing district

XII. Duties and Responsibilities

Consulting Teachers shall assist Participating Teachers through demonstrations, observations, coaching recommending conferences or demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that will support the Participating Teacher. 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.

Consulting Teacher shall:

- Meet with the Participating Teacher and site administrator/evaluator to discuss the PAR program, establish mutually agreed upon performance goals aligned with pupil learning, and develop the written assistance plan and a process for determining successful completion of the PAR program.
- Conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific immediate feedback.
- Meet regularly for observations/discussions with each participating teacher.
- Conduct model lessons, staff development, and seek appropriate resources as needed, including the use of academic experts.
- Participate in meetings with other Consortium Consulting Teachers.
- Maintain a written log of contacts and specific support given to each participating teacher.
- Document all observations, visitations and meetings.
- Submit periodic written reports to the Joint Panel and discuss them with the Participating Teacher.
- Continue to provide assistance until the Joint Panel directs the Consulting Teacher to cease support because it has determined that further assistance will not be productive or the teaching performance of the Permanent Teacher is satisfactory.

- Submit the final report to the Referred Teacher to receive his or her signature to verify delivery and receipt.
- Submit the final report to the Joint Panel within five (5) working days of delivery to the referred teacher.
- Participate in an annual review of the program with the Joint Panel, if utilized by the consortium during the school year.

The Consulting Teacher shall have the right to present reasons in writing why their specific Participating Teacher should be reassigned to another Consulting Teacher and to have those reasons considered.

XIII. Reports and Meetings with the Joint Panel

The Consulting Teacher shall submit a written report to the Joint Panel on the progress of the Participating Teacher at least mid-year. The final report will be submitted to the Joint Panel at least 45 calendar days before the end of the Participating Teacher's school year.

The Consulting Teacher may provide at any time a written or oral report to the Joint Panel regarding the progress of the referred teacher in the Peer Assistance and Review Program.

The Participating Teacher may respond in writing to the Consulting Teacher's report.

All deliberations of the Joint Panel are confidential. The Joint Panel may request follow-up information.

TERMS AND CONDITIONS

XIV. Length of Term for Consortium Consulting Teacher

The Consulting Teacher term shall routinely be three (3) years in length with annual performance reviews. The Consulting Teacher may apply to serve subsequent terms. If the performance of the Consulting Teacher is found to be unsatisfactory by the Joint Panel, they may remove the Consulting Teacher.

Unexpired Terms

A replacement appointee shall serve the remainder of the former Consulting Teacher's unexpired term.

Consulting Teacher Workload

The number of participants and available programs and funding shall determine Consulting Teacher to Participating Teacher ratios.

Consulting Teacher Compensation

The base unit stipend for each BTSA provider or consulting teacher is \$1,000. Individuals serving in both roles will receive \$2,000 as a base stipend. A support provider/consulting teacher will receive an additional \$1,000 stipend for each beginning teacher/participating teacher they serve.

HELENDALE SCHOOL DISTRICT
CERTIFICATED GRIEVANCE FORM

Grievant(s): _____

Representing: _____
(Individual or Association)

Work Location: _____

Supervisor: _____

Date of event of violation _____ Date Informal meeting occurred (5.3) _____

****Step 1 – Written Grievance

Alleged Violation of Agreement: Specific Article(s) and Section(s) _____

Description of Alleged Violation: _____

Remedy Sought: _____

Summary of efforts to resolve Step 1: _____

Date of Supervisors Decision (5.6): _____

Signature of Grievant _____ Date _____

****Step 2 - Superintendent Appeal

Date Submitted _____ Date of Conference _____

Decision of Superintendent _____

Signature of Superintendent/Designee _____ Date _____

****Step 3 - Mediation

Request is hereby made to jointly submit this grievance for mediation by California Conciliation Service.

President, Helendale Professional Teachers Association _____ Date

****Step 4 - Governing Board Appeal Hearing

Date of Appeal: _____ Date of Hearing: _____ Date of Decision: _____

Decision of Governing Board: _____

COPY TO GRIEVANT, ASSOCIATION PRESIDENT, AND GRIEVANCE CHAIR

HELENDALE SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE 2020-21

STEP	INTERN	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	\$40,881	\$47,387	\$49,742	\$52,974	\$56,700	\$60,690
2	\$42,106	\$48,807	\$51,236	\$54,564	\$58,401	\$62,512
3		\$50,273	\$52,772	\$56,201	\$60,153	\$64,386
4		\$51,781	\$54,356	\$57,887	\$61,957	\$66,318
5		\$53,334	\$55,986	\$59,623	\$63,816	\$68,308
6		\$54,933	\$57,666	\$61,412	\$65,731	\$70,356
7			\$59,395	\$63,254	\$67,702	\$72,467
8				\$65,152	\$69,735	\$74,641
9				\$67,108	\$71,826	\$76,880
10					\$73,980	\$79,188
11					\$76,200	\$81,562
12					\$78,486	\$84,009
13					\$80,840	\$86,530
14					\$83,266	\$89,127
15						\$91,800
16						\$94,553
17						\$97,391
18						\$100,312
19						\$103,321
20						\$106,421

Class Requirements

Class I	BA Degree plus credential	Stipends
Class II	BA Degree plus 15 units	Clad \$250
Class III	BA Degree plus 30 units	
Class IV	BA Degree plus 45 units or Masters Degree	
Class V	BA Degree plus 75 units or Masters Degree plus 15 units	

All units are to be semester units or the equivalent thereof. The board shall determine the class and step that the teacher will be placed on.

All transcripts or a letter of verification to verify units must be on file the first day that school is in session if certificated employees wish credit for additional units taken during the previous year.

All units completed subsequent to the Baccalaureate are to be upper division or graduate study units completed in an accredited university or college.

EFFECTIVE July 1, 2019 Salary Schedule represents 186 service days