AGREEMENT BY AND BETWEEN THE

KINGS COUNTY SUPERINTENDENT OF SCHOOLS

AND THE

KINGS TEACHERS ASSOCIATION/CTA/NEA

July 1, 2017 to June 30, 2018

Prepared for your use by the Kings Tulare UniServ Unit, Inc./CTA/NEA
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ARTICLE I: AGREEMENT

1.1 The articles and provisions contained herein constitute the sole bilateral and binding agreement (Agreement) by and between the Kings County Superintendent of Schools Office (Superintendent) and the Kings Teachers Association (Association), affiliated with CTA/NEA.

1.2 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (Act).
ARTICLE II: RECOGNITION

2.1 The Superintendent recognizes the association as the exclusive representative of a unit of certificated employees composed of the following for the purposes of meeting and negotiating:

2.1.1 Speech and Language Specialists
2.1.2 Special Education Teachers
2.1.3 Special Education Support Teachers
2.1.4 Alternative School Teachers
2.1.5 School Nurses
2.1.6 Mental Health Behavior Psychologists
2.1.7 Summer School teachers in the above positions who are employed during the regular academic year by the Superintendent
2.1.8 Part time teachers, nurses and speech and language specialists in the above positions who work .50 FTE or more
2.1.9 Temporary teachers in the above positions
2.1.10 School Psychologists and School Psychologist Interns
2.1.11 Teacher – Special Education – Early Childhood

2.2 Excluded from this unit are management, confidential and supervisory employees, as defined in the Act, Regional Occupational Program (ROP) teachers, Regular Education Pre-School Teachers with a CCTC certificate, program counselors, curriculum consultants, program specialists and substitute employees.
ARTICLE III: DEFINITIONS

3.1 "Unit member" refers to any employee who is included in the appropriate unit as defined in Article II, and therefore covered by the terms and provisions of this Agreement.

3.2 "Superintendent" means superintendent or his/her designee.

3.3 "Days" are school days during which unit members are required to be in attendance.

3.4 "School Day" means the time each day during which students are required to be in school, unless otherwise provided for in this Agreement.

3.5 "Daily Rate of Pay" means the unit member's annual salary divided by the number of days he/she is required by the individual employment contract to be present at work.

3.6 "Hourly Rate of Pay" means the daily rate of pay divided by seven (7) hours.

3.7 "Years" means school year unless otherwise defined.
ARTICLE IV: NON-DISCRIMINATION

4.1 It is the policy of the Kings County Office of Education to provide equal opportunity in employment for all persons and to prohibit discrimination based on race, color, religion, ancestry, national origin, age (over 40 years), sex, gender, transgender, sexual orientation, marital status, veteran status, pregnancy, genetic information, medical condition, physical or mental handicap; or membership in an employee organization in every aspect of personnel policy and practice in employment, development, advancement and treatment of unit members; and to promote the total realization of equal employment opportunity.

4.2 Unit member application forms and oral interview procedures shall not refer to membership in or preference for employee organizations.
ARTICLE V: NEGOTIATIONS PROCEDURES

5.1 Upon request by either party during the year in which this Agreement expires, the Superintendent and the Association shall meet and negotiate in good faith on negotiable items for the succeeding school year. Any agreement reached between the parties shall be reduced to writing and signed by them.

5.2 Negotiations shall take place at mutually agreeable times and places.

5.3 The Association shall designate three (3) representatives who shall each receive a sufficient and reasonable number of hours as mutually agreed of release time without loss of compensation, to attend negotiations and impasse proceedings. The Association may designate a fourth (4th) person if no substitute is required.

5.4 The Superintendent shall furnish the Association, on written request, with copies of all budgetary and other relevant non-confidential information (pursuant to the Public Records Act) it produces which is necessary for the Association to fulfill its role as the exclusive bargaining agent (representative). All such information shall be forwarded to the Association as soon as it becomes available.
ARTICLE VI: PERSONNEL FILES

6.1 The Superintendent shall not base any adverse action against a unit member upon materials which are not contained in such unit member's personnel file. Moreover, the Superintendent shall not base any adverse action against a unit member upon materials which are contained in such unit member's personnel file unless the materials had been placed in the file within a reasonable time of the incident giving rise to such materials, and the unit member has been notified at such time that such materials were being placed in the file.

6.2 Any unit member's personnel file is opened for inspection by the unit member, except for ratings, reports or records, which (1) were obtained prior to the employment of the unit member, (2) were obtained in connection with promotions.

6.3 Unit members shall be provided copies of all negative or derogatory materials before they are placed in their personnel files. They shall also be given the opportunity during the school day when students are not in attendance, to initial and date material and to prepare a written response to such material.

6.4 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

6.5 Access to a unit member's personnel file shall be limited to a "need to know" basis. The contents of all personnel files shall be kept in strictest confidence. In order to have access to a personnel file, the Superintendent or designee shall give his/her authorization.

6.6 The Superintendent shall maintain unit member's personnel files at the Kings County Superintendent of Schools Office at 1144 West Lacey Boulevard, Hanford, California.
ARTICLE VII: PARTIES' RIGHTS

7.1 Management Rights

7.1.1 The right to manage the County Schools Office and to direct its certificated unit members and operations is vested in and retained by the Superintendent except as this right is limited by this Agreement. Unless limited by the terms and conditions of this collective bargaining agreement, it is understood and agreed that the employer 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 rights to: determine its organization; direct the work of its unit members; determine the times and hours of operation; direct the level, means, and kinds 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 county operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the County retains the right to hire classify, assign, evaluate, promote, terminate, and discipline unit members for just cause as set forth in education code.

7.1.2 In the event an emergency affects the ability of the Employer to reasonably comply with the provisions of this Agreement and accordance with Chapter 8, Division IV, Title 1, of the Government Code; provisions may be altered or suspended by the Employer, or designee, only to the extent for the time necessary to meet the emergency.
7.2 Employee Rights

The parties mutually agree and hereby affirm that all unit members in the bargaining unit enjoy, as a right in law, all benefits, burdens and responsibilities conferred by Chapter 10.7 of the California Government Code.

7.3 Association Rights

The parties mutually agree and hereby affirm that the Association enjoys as a right in law, all benefits, burdens and responsibilities conferred by Chapter 10.7 of the California Government Code, and the following rights and obligations in accordance with state and federal law:

7.3.1 Mail Facilities, including electronic

The Association shall have the right to place items in unit members' mailboxes for communication purposes as long as such items are unrelated to political purposes in accordance with state and federal law.

7.3.2 Buildings and Equipment

The Association shall have the right to use school facilities and equipment during non-instructional hours for meetings and other Association activities provided that arrangement is made with the Superintendent or designee, and the use or activity does not interfere with official business or community use.

7.3.3 Bulletin Boards

Neither the Association nor the Superintendent shall distribute or post materials which are derogatory or defamatory or encourage illegal activity on the Superintendent's property.

7.3.4 Board of Education Agenda

The Association President shall receive one (1) copy of the official Agenda at least forty-eight (48) hours prior to each regularly scheduled Board of Education meeting. The Association President shall receive one (1) copy of the minutes at the same time they are made available to Board of Education members.
7.3.4.1 The Association may request items be placed on regular Board of Education meetings Agenda in accordance with rules governing the conduct of the meeting.

7.3.4.2 Negotiable items appearing on the Agenda that are of interest to the Association will be discussed by appropriate members of the Kings County Superintendent of Schools Office with representatives of the Association upon request.

7.4 Association Business
The Superintendent shall provide up to four (4) days per year unit wide, non-accumulating, for use by members of the Association in attending to Association affairs. The Association President or designee shall notify the Superintendent or designee at least forty-eight (48) hours in advance of the use of such leave. The Superintendent shall not be responsible for any expenses incurred by the Association in connection with the use of this leave. No more than three (3) members of the Association shall be released at any one time.

7.5 The Association will be able to inform unit members at first staff meetings as to the time and place of the next Association meeting and will also be able to distribute literature of the Association.

7.6 An Association representative may attend monthly County Board of Education meetings on agenda items directly related to negotiations affecting the bargaining unit, not to exceed five (5) meetings per year. The Superintendent will provide a substitute, if necessary, for up to three (3) meetings. The Association representative must provide his/her supervisor two (2) days advance notice if a substitute is required.

7.7 New Teacher Orientation (AB119)

7.7.1 The Kings County Office of Education will comply with Assembly Bill 119 which provides the Kings Teachers Association exclusive access to new employees at New Employee Orientations.
ARTICLE VIII: GRIEVANCE PROCEDURE

8.1 Definition of Terms

A "Grievance" is an allegation by a member(s) of the bargaining unit or by the Association that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

8.2 Purpose

8.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members.

8.2.2 In order that grievances may be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual written agreement. The time limits for appeal provided in each level shall begin the day following receipt of the written decisions by the grievant.

8.3 Role of Advisors and Associations

8.3.1 A unit member has the right to include or involve any individual(s) as an advisor, or as counsel, in the course of any discussions or conferences related to processing his/her grievance, except that an individual may not represent unit members in grievance proceedings if he/she is an agent of a group other than the exclusive representative.

8.3.2 Any unit member may at any time present grievances to his/her employer, and have such grievances resolved, without the intervention of the exclusive representative, as long as the resolution is reached prior to arbitration and the resolution is not inconsistent with the terms of this Agreement.
8.4 Informal Level

Before filing a formal grievance, the grievant should attempt to resolve it by an informal conference with the appropriate administrator, and the grievant must identify it as an informal grievance conference.

8.5 Formal Level

8.5.1. Level I – Immediate Supervisor

8.5.1.1 Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievances in writing on the appropriate form to the immediate supervisor.

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

8.5.1.3 The immediate supervisor shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

8.5.1.4 Within the above time limits, either party may request a personal conference.

8.5.2 Level II – Department Director

8.5.2.1 If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision on the appropriate form to the department director.

8.5.2.2 This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the appeal.
8.5.2.3 The department director shall communicate his/her written decision to the grievant within ten (10) days. If the department director does not respond within the time limits provided, the grievant may appeal to the next level.

8.5.2.4 Within the above time limits, either party may request a personal conference.

8.5.2.5 If the immediate supervisor is the department director, Level II may be bypassed.

8.5.3 Level III - Superintendent

8.5.3.1 If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent.

8.5.3.2 This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the appeal.

8.5.3.3 The Superintendent shall communicate his/her written decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.

8.5.3.4 Within the above time limits, either party may request a personal conference.

8.5.4 Level IV - Mediation

8.5.4.1 If the grievance is not resolved at Level III, or if no decision has been rendered with the timelines specified in Level III above, the Association may within ten (10) days recommend that the grievance be referred to a neutral mediator.

8.5.4.2 The Association shall request the services of a mediator from the California State Mediation/Conciliation Service for the purpose of assisting in an attempt to resolve the dispute.
8.5.4.3 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the Superintendent. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

8.5.4.4 In the event that the grievant, the Association and the Superintendent are unable to resolve the grievance with the mediator’s assistance, the mediator may recommend referral to Arbitration. The Association shall have ten (10) days from the end of the mediation process to proceed to Level V (Arbitration).

8.5.4.5 Any compromise proposals offered by any party during mediation shall remain confidential and shall not be admissible for any reason during arbitration.

8.5.5 **Level V – Arbitration**

8.5.5.1 Within ten (10) business days after the Association has notified the Superintendent of the move to arbitration, the grievant and the Superintendent shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Services to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

8.5.5.2 The fees and expenses of the arbitrator and the hearing shall be borne equally by the Superintendent and the Association. All other expenses shall be borne by the party incurring them.

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

8.5.5.4 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement.

8.5.5.5 After a hearing and after both parties have had an opportunity to make written statements, the decision of the arbitrator will be submitted to the Superintendent and the Association, and will be binding to the parties of this Agreement.

8.6 Miscellaneous

8.6.1 In the event that a grievant, for whom a substitute is necessary, needs to be absent from duty to attend meetings at Levels II, III, or IV, the Superintendent shall provide a substitute.

8.6.2 Any unit member whose appearance is required in a grievance process, meeting, or hearing as a witness or advisor will be accorded the same right as stated in 8.6.1.

8.6.3 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

8.6.4 All documents that are required for the grievance process shall be mutually acceptable to the Superintendent and the Association.

8.6.5 A grievance may be filed directly to the Superintendent if the grievance arises from action or inaction on the part of the administrator at Level II.
ARTICLE IX: COMPLAINTS OR CHARGES

9.1  All complaints or charges against unit members employed by the County Superintendent of Schools shall be made in accordance with state and federal law.

9.2  The Assistant Superintendent of Human Resources or designee shall notify the unit member of the specific complaint or charge in writing and investigate the matter. The unit member may prepare a written response, which shall be attached to the complaint.

9.3  The unit member may request a meeting with the complainant to be scheduled.

9.4  The Assistant Superintendent of Human Resources may request the unit member to attend a meeting with the complainant. The unit member may request Association representation at this meeting.

9.5  The unit member may request a meeting with the Assistant Superintendent of Human Resources or designee and the Association representative.

9.6  A finding by the Assistant Superintendent of Human Resources or designee shall result in a letter to the unit member indicating the findings of the investigation.

9.7  The Superintendent shall not dismiss or refuse to re-employ a unit member on the basis of unverified allegation in a citizen or parent complaint.
ARTICLE X: TEACHING HOURS

10.1 The normal length of a unit member's work day shall be from thirty (30) minutes before school begins until the end of the instructional day or until the last student has departed for the day. The Superintendent may require unit members to remain on duty beyond the normal work day up to ten (10) times per school year for purposes of attending staff meetings or in service activities. Unit members shall remain on duty past the normal work day for purposes of attending individualized educational program (IEP) meetings, parent-teacher conferences, inter-agency meetings and after school detention.

10.1.1 Unit members assigned to Shelly Baird School shall begin their workday at 8:00 a.m.

10.1.2 Unit members assigned to classes located on school district sites may adjust their start time with the approval of the immediate supervisor. The adjusted start time shall not be less than fifteen (15) minutes prior to the beginning of classes.

10.2 The Superintendent and Association recognize that a unit member's day-to-day professional duties do not lend themselves to a rigidly established length of work day or week. However, for computational purposes, i.e., computing sick leave, determining hourly compensation, etc., a seven (7) hour work day shall be utilized.

10.3 Unit members may request items be placed on the agenda of regular staff meetings. If approved, the administrator conducting the meeting shall schedule the submitted item within the next two (2) staff meetings.

10.4 Each unit member will be allowed a duty-free lunch period of not less than 45 minutes or more than 60 minutes at school sites maintained by the Superintendent. Unit members assigned to district school sites shall match the lunch break at that school site.

10.5 Minimum Days:

10.5.1 Special education and Alternative education students will be dismissed one hour earlier than normal on one day every week during the regular school year. Unit members shall utilize this hour for the purposes of IEP’s, staff meetings,
professional development meetings, parent meetings and instructional planning and preparation at their assigned school site. Beginning with the 2012-2013 school year, two minimum days a month will have a student dismissal time of 12:00 pm (noon), in order to provide an extended amount of time for professional development, unless prohibited by state required instructional minutes and/or agreements with Kings County Probation. Prior authorization must be obtained from the immediate supervisor, when a unit member needs to leave the assigned school site for the above purposes.

10.5.2 The total instructional minutes during the school year shall be sufficient to meet the annual instructional minutes required by Education Code Section 46201.

10.5.3 This minimum day provision may be eliminated in the event Federal or State regulatory action or legal opinion precludes or prohibits their continuance. If this should occur, any increased instructional minutes as a result of this provision will be eliminated.

10.5.4 The minimum day schedule will be determined by the school site administrator. Additional minimum days may be called at the discretion of the administrator.
ARTICLE XI: LEAVES

11.1 Sick Leave

11.1.1 Every unit member employed five (5) days a week for 186 days shall be entitled to ten (10) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service, with full pay for a school year of service. Unit members employed 217 days shall be entitled to eleven and one-half (11.5) days of absence for illness or injury. A unit member employed for less than five (5) days a week shall be entitled to that proportion of ten (10) days as the number of days he/she is employed bears to five (5).

Unit members, who work beyond their contracted year, will earn one quarter (.25) day of sick leave for each full week worked (inclusive of legal holidays). A unit member cannot earn more than twelve (12) days of sick leave per year.

11.1.2 Credit for such leave of absence need not be accrued prior to taking such leave, and such leave may be taken at any time during the school year and extended sessions.

11.1.3 If a unit member does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.

11.1.4 A unit member who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave, and who is absent because of non-industrial accident or illness, shall be granted paid leave not to exceed five (5) months. During this period, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute, or if no substitute was employed, the amount which would have been paid to the substitute, had one been employed, or fifty percent (50%) of the salary due the unit member during the period of absence, whichever is the lesser amount.
11.1.5 At the expiration of the leave of absence or return to work, the unit member shall, unless he/she otherwise agrees, be reinstated in the position held at the time of the granting of the leave of absence.

11.1.6 Any unit member shall have the right to utilize sick leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom. The length of such leave of absence, including the dates on which the leave commences and on which the unit member resumes duties, is determined by the unit member and the unit member's physician.

11.1.7 The Superintendent or designee may require medical verification of absence due to illness or injury.

11.1.8 The Superintendent shall provide each unit member covered by this Agreement with a written statement of the accrued sick leave total. Such statements shall be provided no later than September 30 of each calendar year.

11.2 Pregnancy Disability Leave

11.2.1 The Superintendent shall follow all applicable laws as related to pregnancy disability leave.

11.3 Leaves of Absence

11.3.1 A unit member may request and the Superintendent may grant an extended leave of absence for a period not to exceed one year. The leave request shall not be unreasonably refused. Such leave shall be considered an interruption in service without pay. Upon return from the leave, the unit member shall be reinstated into the position held at the commencement of the leave unless:

11.3.1.1 The leave was granted on the condition that reinstatement may not be possible; or

11.3.1.2 The position no longer exists.

11.3.2 All unit members shall be entitled to military leaves of absence under the provisions of the Military and Veterans Code.
11.4 **Personal Necessity Leave**
Every unit member may, at his/her election, use up to eight (8) days of sick leave annually in cases of personal necessity including, but not limited to the following:

11.4.1 Death of a member of his/her immediate family (this is in addition to bereavement leave).

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

11.4.3 Appearance in court as a litigant.

11.4.4 Other reasons approved in advance in writing by the Superintendent.

11.5 **Bereavement Leave**

11.5.1 Every person is entitled to five (5) days leave of absence for the death of any member of his/her immediate family.

11.5.2 "Member of his/her Immediate Family" means the mother, father, step-mother, step-father, grandmother, grandfather, brother, sister, son, daughter, aunt, uncle, niece, nephew, son-in-law, or daughter-in-law of the unit member or spouse of the unit member, or the spouse or any other person living in the immediate household of the unit member.

11.6 **Industrial Accident Leave**
Pursuant to Education Code Sections 44984 concerning industrial accident and illness leaves of absence, such leaves shall not exceed sixty (60) working days in any one fiscal year for the same accident.

11.7 **Jury/Witness Leave**
Every unit member who is summoned for jury duty or subpoenaed as a witness will be granted a leave of absence with pay up to the amount of the difference between the unit member's regular earnings and any amount he/she receives for jury duty or witness fees. The unit member may, at his/her option, turn in to the County School Service Account Clerk the daily wage paid for jury/witness duty, and receive full monthly credit in
retirement. Mileage payments shall remain the property of the unit member. Unit members may be required to provide documentation for jury/witness leave.

11.8 **Sabbatical Leave**
Leaves of absence for study and travel may be granted in accordance with appropriate provisions of the California Education Code.

11.9 **Legislative Leave**
A unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office.

11.9.1 The unit member on such leave shall notify the Superintendent of his/her intended return at least four (4) weeks in advance.

11.9.2 The unit member on such leave shall be entitled to return to employment at the end of the leave.

11.10 **Personal Business Leave**

11.10.1 Each unit member shall be entitled to seven (7) days of personal business leave with full pay during the regular session, as defined in Sections 11.10.2 and 11.10.3. These days may be used, in whole or part, in lieu of personal necessity leave. A unit member shall notify the site administrator 48 hours in advance of taking such leave. For scheduling/substitute purposes, prior approval is required. Personal Business Leave may not be taken on the day prior to or immediately following a school break (i.e. winter break, spring break, etc.).

11.10.2 Unit members are entitled to take one (1) KTA Free Day each year. The one (1) KTA Free day will not be deducted from sick leave.

11.10.3 The remaining days will be deducted from sick leave.

11.11 **Parental Leave: Maternity/Paternity Leave (AB375) (Ed Code 44977.5)**

11.11.1 For purpose of this section, “paternity or maternity leave” means leave for reason of the birth of a child of the bargaining unit member, or the placement of a child
with a bargaining unit member in connection with adoption or foster care of the child of the bargaining unit member.

11.11.2 During each school year, the certificated bargaining unit member shall utilize all available sick leave including accumulated sick leave for parental leave until it is exhausted. Thereafter, the unit member shall receive differential pay for the remainder of the twelve (12) work week period.

11.11.3 Any differential pay (substitute deduction) within the twelve (12) week paternity or maternity leave shall not exceed the sum that is actually paid a substitute.

11.11.4 If a substitute was not employed, the amount that would have been paid to a substitute will be deducted for no more than 12 weeks for maternity or paternity differential pay.

11.11.5 Leave provided under this section does not have to be taken consecutively.

11.11.6 Leave must be taken in one week increments.

11.11.7 Paternity and maternity leave shall run concurrently with unpaid leave under the California Family Rights Act (CFRA). The total aggregate paternity or maternity leave and CFRA leave taken shall not exceed 12 work weeks in a 12 month period.

11.11.8 Maternity leave under the provision is in addition to pregnancy disability leave.

11.12 Professional Leave

Within budgetary and licensing constraints, leave to attend professional conferences and seminars shall be granted as equitably as possible. A unit member desiring such leave shall submit his/her request to the Superintendent with reasonable notice.

11.13 Family Medical Leave:

The Superintendent shall grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted.
11.13.1 **Eligibility** Employees who have been employed by the Superintendent for at least twelve (12) continuous months and have worked at least 1250 hours in the 12-month period preceding the date to begin the leave, may be granted an unpaid Family/Medical Leave of Absence for up to twelve (12) weeks within any twelve (12) month period.

11.13.2 **Permissible Uses of FMLA**

FMLA may be requested for the following reasons:

11.13.3 Because of the birth of the employee’s child, and in order to care for the child;

11.13.4 Employee’s own serious health condition;

11.13.5 The serious health condition of the employees’ parent (or someone who stood in *locus parentis* when the employee was a child), spouse, child, or registered domestic partner;

11.13.6 Care of a newborn;

11.13.7 To care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent, or next of kin, as defined in AR 4161.8 Family Care and Medical Leave;

11.13.8 Adoption of a child; or

11.13.9 Placement of a foster child in the employee’s home.

For employees taking leave for birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two (2) weeks and must conclude within one (1) year of the birth or placement for adoption of foster care.

11.13.10 **Procedure for Requesting FMLA**

Employees wishing to request FMLA must submit a written request thirty (30) days in advance, if the need for the leave is foreseeable. If the need is not foreseeable, the employee must give the Superintendent a written notice as early as possible. Failure to comply with these notice rules is grounds for, and may
result in, deferral of the requested leave until the employee complies with this notice policy. When medically necessary, leave may be taken on an intermittent or reduced work schedule. Unit members may contact the Human Resources Department to request/ pick up the appropriate forms.

11.13.11 Health Care Provider’s Certification

The Superintendent requires a health care provider’s certification of the employee’s or the employee’s family member’s health condition to accompany the request.

11.13.12 If the leave is for the employee’s own serious health condition, the medical certification must contain the following information:

11.13.13 The date, if known, on which the serious health condition commenced;

11.13.14 The probable duration of the condition; and

11.13.15 Statement that due to the serious health condition the employee is unable to work at all or is unable to perform any one or more of the essential job functions of the position.

11.13.16 If the leave request is to care for a family member (child, parent, or spouse) of the employee, the following information is required:

11.13.17 The date, if known, on which the serious health condition commenced;

11.13.18 The probable duration of the condition;

11.13.19 Estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care; and

11.13.20 Statement that the condition warrants the employee’s participation to provide care during a period of treatment or supervision.

11.13.21 Compensation and Benefits During FMLA

FMLA is an unpaid leave of absence, except to the extent the leave is for the employee’s own serious health condition for which the employee may be eligible for sick leave and substitute differential pay. All Superintendent-paid
insurance benefits will continue during the FMLA, up to the (12) week maximum.

11.13.22 Return From FMLA
To return to work after a leave for an employee’s own serious condition, an employee must provide a written release to duty regarding their health condition from their health care provider to the Personnel Department. Upon return from leave, an employee will be returned to the same position or to a comparable position with the Superintendent. An employee may be denied reinstatement following FMLA if:

11.13.23 an employee does not provide a written release to return to duty; or
11.13.24 employment would have ceased anyway for business reasons unrelated to the leave.

11.13.25 Pregnancy-Related Disability Leave

11.13.26 A Unit Member is entitled to leave without pay if disabled by pregnancy, childbirth, or a related medical condition under the same terms and conditions as governed by any other unpaid leave of absence. A Unit Member is disabled by pregnancy if, in the opinion of her own doctor or other licensed health care practitioner, she is unable because of pregnancy, childbirth, or a related medical condition to perform the essential functions of her job, or to perform these duties without undue risk to herself or other persons. The length of such leave, including the date on which such leave shall commence and the date on which duties are to be resumed, shall extend for the duration of the leave not to exceed four (4) months.

11.14 Catastrophic Sick Leave.

11.14.1 Unit members shall be allowed to request catastrophic sick leave when an injury or illness incapacitates the unit member or family member of the unit members for an extended period of time. Then catastrophic sick leave is granted any and
all accumulated sick leave may be used for catastrophic illness and/or injury as defined in this section.

11.14.1.1 **Definitions:**

11.14.1.1.1 “Catastrophic Illness” or “injury” means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member’s family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off.

11.14.1.1.2 “Eligible leave credits” means vacation leave and sick leave accrued to the donating unit member.

11.14.1.1.3 “Family member” means the spouse, mother, father, step-mother, step-father, grandmother, grandfather, son, daughter, step-son, step-daughter, grandson, or granddaughter of the unit member.

11.14.1.2 **Contributions:**

11.14.1.2.1 Eligible leave credits may be donated to a unit member for a catastrophic illness or injury when all of the following requirements are met:

11.14.1.2.2 The unit member who is suffering from a catastrophic illness or injury, or whose family member is suffering from a catastrophic illness or injury, must request in writing that eligible leave credits be donated.
Verification of catastrophic injury or illness may be required by the Superintendent.

11.14.1.2.3 The Superintendent determines that the unit member is unable to work due to the unit member’s or unit member’s family member’s catastrophic illness or injury.

11.14.1.2.4 The unit member has exhausted all accrued paid leave credits.

11.14.1.2.5 If the transfer of eligible leave credits is approved by the Superintendent, any employee may, upon written notice to the Superintendent donate eligible leave credits at a minimum of eight (8) hours, and in hourly increments thereafter to the unit member making the request.

11.14.1.3 Restrictions:

11.14.1.3.1 Unit members who make a contribution pursuant to Article 11.14.1.2.5, may not donate more than twenty five percent (25%) of their accrued leave in any fiscal year and must have a minimum balance of ten (10) days of sick leave after the contribution is made.

11.14.1.3.2 The maximum amount of time for which donated leave credits can be used may not exceed twelve (12) consecutive months for any catastrophic illness or injury.

11.14.1.3.3 All transfers of eligible leave credit are irrevocable. Because leave is not donated until needed, the office cannot guarantee unit members requesting such leave the total amount that has been donated.
ARTICLE XII: WORKING CONDITIONS

12.1 The Superintendent shall provide each unit member, as early in the school year as possible, the following information in writing:

12.1.1 Amount of instructional supply budget and procedures for ordering instructional supplies.

12.1.1.1 Unit members working year round at JCM will receive an additional $150.00 for instructional supplies.

12.1.1.2 Unit members teaching at Shelly Baird School with an average class enrollment of 15 students or more as of January 31, will receive an additional $200 for instructional supplies. Average will be based on the rosters submitted to the office on the last day of each month for August – January.

12.1.2 Amount of state textbook fund, dates and procedures for state textbook orders.

12.1.3 Deadlines and procedures for making pre-budget requested items, such as capital outlay and major instructional supplies.

12.1.4 Mileage reimbursement policy for use of own car in job-related travel. Unit members will be compensated at the approved IRS rate per mile, rounded down to the nearest full cent, for each mile traveled.

12.1.5 Procedures for securing a substitute teacher and procedures for verifying absences.

12.2 An attempt will be made to provide each classroom with a minimum of seventy-two (72) cubic feet of storage when possible.

12.2.1 An attempt will be made to provide adequate facilities for speech therapists to provide therapy in an uninterrupted fashion.

12.3 When a unit member feels he/she does not have adequate, secure storage for materials, he/she must report it immediately to his/her supervisor, and a response will be provided as soon as possible.
12.4. Unit members shall not be required to work under unsafe conditions, or to perform tasks that endanger their health or safety. Upon their knowledge that an unsafe condition exists, unit members have an obligation to report unsafe conditions to their supervisor immediately. The County Office will correct unsafe conditions as required by state and federal legal requirements. Matters that can be decided at a state agency or other administrative authority for decision will not go through the mediation and/or arbitration process as listed in Article VIII, Sections 8.5.4 and Sections 8.5.5.

12.5 The Superintendent/employer shall notify the unit member immediately, (within 48 hours whenever possible), when an individual with exceptional needs is assigned to their classroom.

12.5.1 New unit members will be provided access to student records 48 hours prior to placement (whenever possible) into their program.

12.6 Each unit member shall, upon receipt of IEP/Education Plan for students, review existing goals and objectives. In the event services and/or materials are not available to complete IEP/Education Plan objectives, the unit member shall notify the immediate supervisor as soon as possible.

12.7 Specialized Health Care Procedures:

12.7.1 The procedures outlined in the State Department of Education “Guidelines and Procedures for Meeting the Specialized Physical Health Care Needs of Pupils” (green book) shall be implemented so unit members may provide specialized physical health care services in a safe and healthy environment using standardized procedures.
ARTICLE XIII: TRANSFERS AND REASSIGNMENTS

13.1 Definitions

13.1.1 Transfer means change from one physical location to another.

13.1.2 Reassignment means change from one kind of program to another kind of program which requires another credential the unit member holds or is eligible to receive.

13.1.3 A vacancy is defined as a certificated position that is unfilled for any reason.

13.1.4 Speech and language specialists, nurses, mental health behavior specialists, resource specialists and special education support teachers are employed to serve schools and school districts on a need basis determined by the Superintendent. Work locations are subject to change and are not considered Superintendent transfers.

13.2 Superintendent Initiated Transfer or Reassignment

13.2.1 The Superintendent may transfer and reassign unit members.

13.2.2 Transfers and reassignments shall not be punitive in nature.

13.2.3 Unit members may voluntarily accept a Superintendent initiated transfer.

13.2.4 The provisions of Article 13.4 (Unit member initiated transfers and reassignments) do not apply to this section.

13.3 Involuntary Transfers

13.3.1 A unit member who is transferred or reassigned without consent shall have, upon request, a written explanation from the administration.

13.3.2 Documented attempts will be made to contact the unit member involved regarding the reasons for a proposed transfer or reassignment. It is the unit member’s responsibility to leave a forwarding address or other means of contact.

13.3.3 Alternate solutions to the transfer or reassignment may be proposed by the unit member and shall be considered by the administrative staff.

13.3.4 Any unit member who has signed and returned a contract to the Superintendent, and who wishes to withdraw that contract due to a change of assignment or physical
location by the Superintendent shall request, in writing, to be released from that
day contract within a period of five (5) working days after written notification of the
transfer or reassignment. The Superintendent will immediately begin a good faith
effort to recruit a replacement and such request will be honored by the
Superintendent as soon as a replacement can be found.

13.3.5 Prior to implementing an involuntary transfer or reassignment, the Superintendent
shall seek volunteers if requested by the unit member. If other unit members
volunteer for the transfer or reassignment, the Superintendent shall maintain the
discretion to determine which unit member receives the transfer or reassignment.

13.3.6 This Article shall not apply to transfers or reassignments necessitated by the
Superintendent’s loss of use of facilities or other changes in site where the class
remains intact.

13.4 Unit Members-Initiated Transfer or Reassignment

13.4.1 Unit members may submit a written request for transfers or reassignments through
their immediate supervisor.

13.4.2 During the academic year, unit members shall be notified of transfer/reassignment
opportunities as they occur. The Superintendent shall not be required to notify the
unit members of specific subsequent openings created by the initial vacancy. The
notice shall be posted at or near unit member mailboxes specifying the vacant
position and indicating that unit members may apply within five (5) working days
to transfer to that position or any subsequent assignment made available by this
vacancy. During the summer recess transfer/reassignment opportunities will be
posted on the internet as internal postings.

13.4.2.1 Unit members and the Superintendent acknowledges that school
schedules should be complete and parents notified of their child’s classroom
and school assignment three (3) weeks immediately preceding the start of
the regular school term. During this period of time, notification of vacant positions will be made only as the opportunity allows.

13.4.3 Seniority shall be the determining factor when all other qualifications of the candidates are equal. Qualifications shall be determined by considering the following: (See Appendix G)

13.4.3.1 Education and Training
13.4.3.2 Experience
13.4.3.3 Credential

13.4.4 If a transfer or reassignment is not granted, the unit member may request a written statement from the immediate supervisor listing the specific reasons why the request was denied.

13.4.5 Whenever seniority is a determining factor and should there be a tie, the unit member’s employee identification number shall be used. The unit member with the lowest employee identification number shall be declared the most “senior”.

13.4.6 Certificated speech therapists who meet the qualifications to transfer to a classified speech therapist position may request said transfer by requesting qualifying documentation along with a written request must be submitted to Human Resources no later than June 30 for the ensuing school year. Transfers for existing certificated speech therapists will be year for year up to the limit (step F) as delineated on the classified salary schedule. New hires for classified speech therapists will be limited to year- for- year not to exceed step C without the superintendent’s approval.

13.5 The Superintendent shall attempt to provide two (2) weeks’ notice to unit members who will be relocated.

13.5.1 If a unit member is involuntarily transferred and instructed to move prior to the next school year, and the unit member comes in on a non-scheduled day to pack and/or prepare to move, the unit member will be compensated for one day at his/her daily
rate of pay or a sub will be provided for one day in order to allow the unit member time to pack during the work day or otherwise facilitate the move.
ARTICLE XIV: EVALUATION PROCEDURE

14.1 PURPOSE OF EVALUATION

14.1.1 It is recognized that a system of periodic evaluation is essential to assist unit members in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable decisions to measure a unit member’s performance in a just and equitable manner.

14.1.2 The evaluation procedure is a cooperative process designed to:

a. Promote the achievement of goals and objectives of the County Office and its programs through the assessment and evaluation of unit members that performs within that program;
b. Provide a formal method of recognizing unit member achievement and growth;
c. Identify abilities and specific indicators most critical to support job performance and provide needed activities for staff development;
d. Develop suggestions and direction regarding desired performance and improvement;
e. Increase the unit member’s understanding of performance from the supervisor’s viewpoint; and
f. Provide a process of two-way communication to evaluate job performance;

14.2 EVALUATION INSTRUMENTS

14.2.1 The evaluation instruments shall contain the following Employer generated forms:

a. Pre-Observation Form
b. Formal Classroom Observation Form
c. Post-Observation Conference Form
d. Walk Through Notes (optional)
e. Performance Evaluation-Unit Member
f. Performance Evaluation-Certificated School Nurse
g. Performance Evaluation – School Psychologist
14.3 FREQUENCY

14.3.1 Every probationary unit member shall be evaluated by his/her supervisor in writing at least once every year.

14.3.2 Every permanent unit member as well as nurses, mental health behavior specialist and speech therapists shall be evaluated by his/her supervisor in writing at least once every other year.

14.3.3 Unit Members with permanent status as well as nurses, mental health behavior specialist and speech therapists who have been employed with the County Office for at least ten (10) complete consecutive school years and are highly qualified under No Child Left Behind (if applicable), and, whose two most recent evaluations are rated “Distinguished-Exceeds Standards”, then, by mutual consent, the unit member may be evaluated every four (4) years.

14.4 NOTIFICATION

14.4.1 On or before October 31, the unit member and the supervisor will confer on program objectives and unit member goals and objectives. Each unit member shall receive a copy of the form to be used no later than the second staff meeting of the year (electronic version acceptable).

14.4.2 The unit member shall have the right to identify any factors, which the unit member believes, may inhibit his/her ability to meet the objectives and standards established and may request training.

14.4.3 During the course of the evaluation period, circumstances may arise which require modification of the evaluation elements. The necessity for modification of the evaluation elements shall be determined by the unit member and supervisor. Any disagreement regarding an element shall be noted but shall not prevent a modification. The determination of new evaluation elements shall be arrived at in accordance with subparagraph 14.4.1 of this article with the waiver of time limitations.
14.5 EVALUATION REQUIREMENTS

14.5.1 Each evaluation shall include at least one (1) observation, lasting either twenty (20) minutes or one (1) complete lesson, whichever is longer, and shall be followed by an evaluation conference in which the supervisor and the unit member shall review the observation(s). The unit member shall receive a copy of any observation notes within five (5) working days following the observation. The evaluator will include a copy of the original notes taken during the classroom observation.

Each unit member shall receive a copy of the form to be used no later than the second staff meeting of the year (electronic version acceptable). (See Appendices F and G for a copy of the evaluation forms).

14.5.2 Any unit member who receives an unsatisfactory rating shall be entitled to at least one (1) subsequent observation and conference as prescribed in subparagraph 14.5.1 of this Article. Upon request by the unit member, advance notice shall be given for at least one (1) observation.

14.5.3 The unit member's supervisor shall provide assistance toward helping the unit member correct any cited deficiencies. Such action shall include specific written recommendations for improvement and direct assistance in implementing such recommendations. If the Superintendent requires any of the following or similar activities, it shall be compensated at the regular rate of pay or on release time:

14.5.4 Visitations to similar classes

14.5.6 Workshops, seminars and/or classes.

14.6 EVALUATION REQUIREMENTS FOR SCHOOL PSYCHOLOGIST

14.6.1 Each evaluation shall include at least one (1) observation of an IEP meeting at which the school psychologist is presenting assessment results or one (1) observation of a group lesson on skill development lasting either twenty (20) minutes or the duration of the lesson, whichever is longer, and shall be followed by an evaluation conference in which the supervisor and the unit member shall review
the observation(s). The unit member shall receive a copy of any observation notes taken during an observation within five (5) working days following the observation. The evaluator will include a copy of the original notes taken during the IEP or lesson observation. Each unit member shall receive a copy of the observation form to be used no later than the second staff meeting of the year (electronic version acceptable).

14.7 APPEAL OF EVALUATION

14.7.1 Comments contained in the formal written evaluation shall be based upon substantiated evidence. The supervisor shall base his/her evaluation of any unit member on any information collected through direct observation or through communication by a person who has direct knowledge. If requested, the unit member has the right to know the source(s) of the communication.

14.7.2 If the unit member feels the Evaluation is incorrect or inaccurate, the unit member may appeal by filing a written rebuttal with Human Resources and the Evaluator within ten (10) working days from the date of the Evaluation Conference. The written rebuttal will be attached to the evaluation instrument for placement in the personnel file.

14.7.3 The grievance procedure may be utilized for processing any disputes which arise over evaluation procedures. Only evaluations conducted in accordance with this agreement shall be included in an unit member's file.

14.8 OTHER PROVISIONS

14.8.1 A unit member shall not be evaluated on or held accountable for any deficiency of the educational program over which the unit member has no authority or ability to correct.

14.8.2 Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members.
14.8.3 The final written evaluation shall be completed no later than thirty (30) days before the end of the school year.
ARTICLE XV: UNIT MEMBER RESPONSIBILITIES FOR DIRECTING NON-TEACHERS AND ADDITIONAL CLASSROOMS

Sections 45340 through 45344 of the Education Code dealing with instructional aides are incorporated into this Agreement, and shall be implemented as follows:

15.1 The Superintendent shall not assign instructional assistants to a unit member without first considering such unit member's recommendations.

15.2 A unit member may provide, or be asked by the Superintendent/Designee to provide, information regarding the performance of instructional, or speech aides.

15.3 Unit members are not authorized to make supervisory decisions, including but not limited to vacation approvals or work schedules.

15.4 The Superintendent will provide a substitute for unit member absences. In the event no substitute is available, a unit member may volunteer without compensation to supervise the vacant class.

15.4.1 If no volunteers are available, the superintendent or his designee may assign a unit member (Teacher of Record) to supervise that class.

15.4.2 When a unit member covers a vacant class under the provisions of 15.4.1, he/she shall receive a stipend of $50.00 per day for a full day, and $25.00 per day for a partial day. Beginning July 1, 2009, when a unit member covers a vacant class under the provisions of 15.4.1, he/she shall receive a stipend of $100 per day for a full day, and $50 per day for a partial day.

15.4.2.1 A partial day shall be defined as less than three and one-half hours (3½ hours).

15.4.2.2 This stipend shall be in addition to the unit member’s daily rate of pay.
15.4.3 The unit member shall be responsible for submitting a request for the stipend. (See Teacher of Record Form Appendix R)

15.5 Home Instruction/Home Hospital

15.5.1 Home Instruction/Home Hospital includes duties that are over and above the unit member’s regularly scheduled work hours. Home Instruction/Home Hospital teachers are expected to perform instruction for a student in the home or hospital environment due to the student’s inability to attend school because of a medical condition identified through the IEP process.

15.5.2 The Unit Member will be compensated for providing direct instruction at a rate of one-hundred ($100.00) dollars per hour (pro-rated for less than one hour).

15.5.3 The Unit member will not be compensated for any additional time spent with students and/or parents unless specifically indicated on the student’s individualized education plan (IEP).

15.5.4 The Unit Member will be compensated standard IRS mileage to and from the student’s home or hospital.

15.5.5 The Home Instruction/Home Hospital assignment will, barring unique circumstances, first be offered to the student’s current teacher before being offered to other qualified Unit Members. If no qualified Unit Member accepts the Home Instruction/Home Hospital assignment, the Superintendent may seek an external applicant.
ARTICLE XVI: STATUTORY CHANGES

16.1 Changes in articles incorporated into this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this Agreement. Superintendent reserves the right to negotiate the effects of such changes.

16.2 Reduction or elimination of articles which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to meet and negotiate the effects or changes.
ARTICLE XVII: PROFESSIONAL DEVELOPMENT

17.1 Prior to January 31st of each year, each program administrator/designee along with a team of up to two (2) unit members selected by the Association, will develop and administer a Professional Development survey to collect input on representative needs with regards to current educational initiatives and local program priorities.

17.2 The professional development survey will be circulated by the administration and the results will be reviewed by each program administrator/designee and the team of unit members.

17.3 The results of the professional development survey will be used to inform professional development opportunities for the following school year and will be made available to unit members. The planning will be done by each program administrator/designee with input from the team of unit members.

17.4 For the 2015-2016 school year, zero (0) days of professional development will be added to the end of the year (school calendar). Beginning with the 2016-2017 school year and thereafter, two (2) days of professional development will move to the start of the calendar year. Professional Development for KTA members will be designed to promote activities and opportunities that will assist the employee in acquiring the knowledge, skills and practices to do his/her job efficiently and effectively, to promote safe working practices and procedures; and to improve the employee’s relations with students, other employees, and the public.

17.4.1 Beginning with the 2016-2017 academic school year, one teacher work/professional development day will be dedicated to classroom preparation. This dedicated classroom-preparation day will be instituted prior to students returning for the ensuing school year.

17.5 Unit members will be notified of professional development programs as they become available and are funded. Announcements will include general professional development programs, including those offered to adjacent counties, as they become known.
17.6 From time to time, the Superintendent may require unit members to attend trainings and workshops. If the training or workshop occurs outside of the workday or work year, unit members will be compensated at their daily or hourly rate of pay.

17.6.1 If the training or workshop is outside of the contract year, and the unit member has a prior commitment, the unit member will not be required to attend.

17.7 For planning purposes, the Superintendent will attempt to calendar professional development days during the month of August.

17.8 If a unit member requests authorization to attend a workshop or conference at the expense of the County Office, which is outside of the regularly scheduled work year of the unit member, it will not be counted as a paid workday.

17.9 Professional Development for Itinerant Staff

17.9.1 Itinerant staff members will be allowed paid release time to participate in free, relevant regional collaborative meetings, such as an APE Regional Collaborative Meeting, that are available in their area of specialty with prior approval from their direct supervisor.

17.9.2 Mileage to and from an approved collaborative meeting will be paid to the unit member by the Kings County Office of Education.

17.9.3 If more than one unit member attends the same collaborative meeting, unit members will be expected to car pool. If that is not feasible, travel arrangements should be cleared by the direct supervisor.

17.9.4 Unit members will be allowed paid release time to attend professional development opportunities hosted by the Kings County Office of Education or Kings County SELPA if applicable to their area of specialty with prior approval from their direct supervisor.

17.9.5 Dependent upon the number of unit members within a specialty area and available funding, each year one (1) to two (2) unit members from each specialty area (APE, DHH, Special Ed Early Childhood, Nurses, Psychologists, Speech, Vision) will be
provided opportunity to attend a workshop or training in their area of specialty. The unit member will then be expected to return and disseminate the obtained information to the remainder of their group unit members through a scheduled presentation.
ARTICLE XVIII: HEALTH BENEFITS AND LIFE INSURANCE

18.1 Basic Programs

18.1.1 Superintendent’s contribution. The Superintendent agrees to pay up to $1100.00 per month, beginning with the October 1, 2017 pay warrant (for insurance coverage effective October 1, 2017), per unit member (henceforth known as the KCOE health care contribution) for health insurance (including coverage for basic health; major medical; vision; dental; orthodontic; and prescriptions). The unit member shall pay any premium cost over the KCOE health care contribution by monthly payroll deduction.

18.1.2 Commencing with the 2006-2007 school year, the bargaining unit will receive any increase to the health care contribution that is provided to non-bargaining personnel. This increase will occur automatically when provided of non-bargaining personnel and will remain in place until ratification of the contract. The KCOE Health care contribution shall not exceed 100% of the premium of the unit member’s chosen plan. It is the intent of this agreement that dollars provided to health care contribution cannot be utilized for future health care premium costs or reimbursed to the employee. All unit members are required to enroll in the health benefit package agreed to by the Association and the Superintendent. Current unit members are required to enroll in the single active plan as negotiated. Additional plans will be utilized solely for unit members upon retirement."

18.1.3 The unit member will pay any premium cost over the KCOE health care contribution by monthly payroll deduction regardless of completion of forms.

18.1.3 Provider. Such insurance, regardless of provider, shall be similar to coverage provided for the 2003-2004 school year.
18.2 **Survivor Benefits**

Any unit member's dependent(s) who is/are covered under the provisions of 18.1 above when the unit member dies during the term of employment will continue to be covered under the described plan for one (1) year at the Superintendent's (full premium) expense.

18.3 **Terms of Coverage Upon Termination**

18.3.1 A Unit member employed for a full school year, and whose employment terminates at the end of a year or prior to the contracted start of the following school year, shall be entitled to continued paid coverage under the unit member benefits listed in this Article until August 31st of the ensuing school year.

18.3.2 In the event that a unit member's employment be terminated during the school year, he/she shall be entitled to paid coverage under the above provisions until no later than the end of the payroll period following the date of the termination. Thereafter, unit members shall be entitled to continue coverage under the insurance benefits enumerated in this article for a period not to exceed three (3) months by paying to the Superintendent the premium for the continued coverage (in advance) on a month-to-month basis.

18.3.3 This paragraph is subject to the approval of the insurance carrier to provide the benefits at no increase in premiums.

18.4 **Retired Unit Members**

18.4.1 The Superintendent shall provide fifty percent (50%) of the KCOE health care contribution or fifty percent (50%) of the cost of the premium as described in 18.4.2.1 and 18.4.2.2 for persons who have retired from the Kings County Superintendent of Schools Office, including a portion of the premiums for their eligible dependents, when such persons meet the following qualifications:

18.4.1.1 Are at or over age of fifty-five (55).

18.4.1.2 Have completed ten (10) consecutive years of service with the Kings County Superintendent of Schools Office immediately prior to retirement.
An authorized paid leave of absence shall not be considered a break in consecutive years.

18.4.1.3 Have retired under the provisions of the State Teachers Retirement System or Public Employees Retirement System.

18.4.1.4 Unit members who elect to continue health insurance coverage must notify the Superintendent of this decision at time of retirement.

18.4.2 The indicated entitlement for benefits shall continue until the retiree becomes eligible for Medicare, Parts “A” and “B”.

18.4.2.1 For those unit members hired after July 1, 2005. Any unit member meeting the above requirements who retires from the employ of the Kings County Superintendent of Schools Office shall be entitled to continue his/her coverage under regular employee insurance programs by payment of the amount in excess of fifty percent (50%) of the KCOE health care contribution, in advance, to the Superintendent. After becoming eligible for Medicare, Parts “A” and “B”, retirees who elect to continue the health insurance coverage shall pay on a monthly basis, 100% of the monthly premium.

18.4.2.2 For those unit members hired prior to June 30, 2005. Any unit member meeting the above requirements who retires from the employ of the Kings County Superintendent of Schools Office shall be entitled to continue his/her coverage under regular employee insurance programs by payment of fifty percent (50%) of monthly premium amounts, in advance, to the Superintendent. After becoming eligible for Medicare, Parts “A” and “B”, retirees who elect to continue the health insurance coverage shall pay on a monthly basis, 100% of the monthly premium.

18.4.3 Unit members who are 50 years of age or older and have ten or more years of service credit as of June 30, 2002, shall have the option of receiving a one-time
stipend or continuing to be eligible for the retirement health insurance benefit. Those who select the option of continuing with the health insurance in lieu of the stipend shall be eligible for these benefits throughout the lifetime of the retiree. Retirees who select this option shall pay 50% of the monthly premium, in advance, to the Superintendent. Any unit member who elects to continue being eligible for this health insurance retirement benefit shall notify the office of the decision within 30 days of ratification of the 2001 – 2002 Collective Bargaining Agreement.

18.5 **Life Insurance**
As of May 1st, 2008 (or a minimum of 40 days following the signed contract between KTA and the Superintendent), all unit members will be covered by a fifty thousand dollar ($50,000.00) life insurance policy that is fully paid by the Superintendent. Final Payment limitations due to age categories shall stand as designated by the policy unless the unit member remains in active service. In this case, the Superintendent will supplement the life insurance policy up to an additional twenty-five thousand dollars ($25,000) but in no case will the final combined payment exceed fifty thousand dollars ($50,000). Unit members may individually elect to increase the life insurance policy up to an additional twenty-five thousand dollars ($25,000.00) at the unit member's expense through payroll deduction.

18.6 The Superintendent and the Association agree to the formation of an “Insurance Committee”. The Association agrees to send up to two (2) members to serve as a representative to the committee. The committee’s purpose is to discuss future rates, plan options, ACA compliance, and other relevant matters pertaining to health insurance plans. The Association may make recommendations to the Superintendent regarding modifications, additions and/or deletions to the existing health benefit program.

18.7 As used in this Article, the term "dependent" shall be defined as:

18.7.1 The spouse of a unit member or retiree from the date of a legally valid marriage between persons of the opposite sex, until the decree of legal separation or the entry of an interlocutory judgment of dissolution of marriage (whichever comes first);
18.7.2 An unmarried child of a unit member or retiree from birth to nineteen (19) years of age who depends chiefly on the unit member or retiree for principal support and maintenance; and

18.7.3 An unmarried child nineteen (19) years of age or older, but only until the twenty-fourth (24th) birthday, who comes within the meaning of dependents of the unit member or retiree under the Code.

In addition to naturally born children, the term "child" includes any legally adopted child, stepchild, or child under legal guardianship who resides in the Household of the unit member or retiree and depends on the unit member or retiree for principal support and maintenance. The term "child" does not include foster child.

If on the date a child's coverage would terminate due to the limiting age, such child is incapable of self-sustaining employment due to mental retardation or physical handicap and is solely dependent on the unit member or retiree for support and maintenance, the requirement that the child be under the limiting age to qualify as a Dependent will not apply to such child while she or he remains so incapacitated and dependent on the unit member or retiree. Certification of disability must be submitted within thirty-one (31) days of the date the dependent would no longer be eligible. After the first two (2) years of incapacity and dependency, the Claim Administrator may require the unit member or retiree to furnish proof once a year regarding the continuation of such condition.

Excluded Dependents are:

(a) Any individual in active Military Service;

(b) Any child nineteen (19) years of age or older who does not qualify as a dependent of the unit member or retiree under the Code; and

(c) Any child twenty-four (24) years of age or older unless such child qualifies under the provision regarding a child with mental retardation or physical handicap.
18.8 SECTION 125

18.8.1 Individual unit members at their election, may participate in the IRC Section 125 Plan available through the Kings County Superintendent of Schools Office.

18.8.2 Any administration or membership fees required for participation in the IRC Section 125 plan shall be borne by the unit member.
ARTICLE XIX: SALARIES

19.1 The 2017-2018 Salary Schedules for all unit members are set forth in the Appendices as follows:

19.1.1 Appendix A – Schedule 12.00: Special Education Teacher, Alternative School Teacher, Education Specialist, Speech-Language Pathologist (200 Days)

19.1.2 Appendix B – Schedule 12.25: Special Education Early Childhood (200 Days)

19.1.3 Appendix C – Schedule 12.50: Special Education Teacher, Alternative School Teacher, Education Specialist, Speech-Language Pathologist (217 Days)

19.1.4 Appendix D – Schedule 12.75: School Nurse (186 Days)

19.1.5 Appendix E – Schedule 12.80: Psychologist (190 Days)

19.1.6 Appendix F – Schedule 12.85: Psychologist Intern $150.00 Per Day (190 Days)

19.2 Retroactive to July 1, 2017, all unit member Salary Schedules will be increased by 3%.

19.3 Year-for-year teaching experience may be granted by the Superintendent for placement on the salary schedule. One (1) year of experience credit may be given for each year in which teaching service was rendered for seventy-five percent (75%) or more of the teaching year.

19.4 Unit computation shall be based on a semester unit basis. All units must be college, university units, or from a credential program approved by the California Commission on Teacher Credentialing, approved by the Superintendent or designee, and awarded after completion of a Bachelor’s Degree. Units to be applied to the following year's salaries must be applied for by June 1st of the year proceeding the year for which the units will be credited.

19.5 Official transcripts must be submitted by October 15th. Audited courses shall not be counted for salary purposes.

19.6 Experience and unit credit must be verified for official placement on the salary schedule.

19.7 An anniversary increment shall be paid to each unit member after eighteen (18) years of service with the Superintendent. An additional anniversary increment shall be paid to each unit member after 21 years of service with the Superintendent. Additional anniversary
increment shall be paid to each unit member after 24 and 27 years of service with the Superintendent if the unit member is on Range “F” of the salary schedule. Each anniversary increment shall be one thousand five hundred dollars ($1,500.00) per year.

19.7.1 For unit members hired on or before December 31, 1990, year-for-year experience granted by the Superintendent at the date of hire shall be included for purposes of computing years of service.

19.7.2 For unit members hired on or after January 1, 1991, only certificated service with the Superintendent shall be included for purposes of computing years of service.

19.8 The Superintendent shall provide Speech Therapists an annual stipend of seven hundred fifty dollars ($750.00) for maintaining The American Speech, Language, and Hearing Association Certificate of Clinical Competence. Verification of a current Certificate of Clinical Competence (CCC) shall be provided by the Speech Therapist on or before August 30th of each year.

19.9 The Superintendent shall provide Speech Therapists an annual stipend of one thousand five hundred dollars ($1,500.00) for maintaining both The American Speech, Language, and Hearing Association Certificate of Clinical Competence and California State Licensure. Verification of a current Certificate of Clinical Competence and California State Licensure shall be provided by the Speech Therapist on or before August 30th of each year.

19.10 The Superintendent will provide a yearly $2,000.00 stipend to unit members working in a position that requires a psychologist credential and also possess a Board Certified Behavior Analyst certificate beginning July 1, 2014.

19.11 Assignment Stipend:

19.11.1 Special Education Teachers assigned to Corcoran Unified School District and Stratford shall receive a one hundred dollar ($100.00) monthly stipend. Special Education Teachers assigned to Reef-Sunset Unified School District shall receive a one hundred and fifty dollar ($150.00) monthly stipend. Unit members receiving
an assignment stipend shall not receive mileage reimbursement unless additional travel is authorized by their Supervisor.

19.11.2 Unit members eligible for mileage reimbursement shall not receive a monthly assignment stipend.
ARTICLE XX: SCHOOL CALENDAR

20.1 Beginning with the 2017-2018 school year, the number of work days for specific unit member assignments are as follows:

20.1.1 Special Education Teachers, Speech and Language Pathologists, School Nurses – 186 days.
   One hundred eighty (180) days will be teaching days, and six (6) days will be for unit member workdays / professional development.

20.1.2 Court School Teachers – 217 days.
   Two hundred thirteen (213) days will be teaching days, and four (4) days will be for unit member workdays.

20.1.3 School psychologists – 190 days.
   Beginning July 1, 2018, one hundred eighty-four (184) days will be teaching days, four (4) days will be working days, and two (2) days will be for unit member professional development.

20.1.4 Special Education Early Childhood – 200 days
   One hundred ninety-four (194) days will be teaching days, four (4) days will be working days, and (2) days will be for unit member professional development.

20.2 A unit member who is assigned to a school on a district site will follow the schedule as assigned by their supervisor and documented on the work-year calendar.
ARTICLE XXI: JUST CAUSE, DUE PROCESS and PROGRESSIVE DISCIPLINE (Effective July 1, 2006)

21.1 Purpose:

21.1.1 This article is to establish just cause, due process and progressive discipline for disciplinary action affecting unit members. These provisions govern discipline for all unit members and supersede California Education Code Sections 44932, et. seq. to the extent those sections would otherwise be deemed applicable.

21.1.2 No unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without just cause.

21.1.3 Any alleged misconduct which can be remedied by progressive discipline must be remedied in accordance with this Agreement.

21.2 General Provisions:

21.2.1 Representation: Administration must inform unit members they have the right to secure and utilize Association representation for any disciplinary considerations.

21.2.2 Right of Rebuttal: Unit members shall have the right to rebut any written warning or reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.

21.2.3 Acknowledgment of Receipt of Documents: The unit member shall acknowledge receipt of all documents intended for placement in his/her personnel file. If the unit member refuses to sign such documents, a witness will be asked to sign that the unit member has received such document but refused to sign for receipt. Receipt of such document(s) does not indicate agreement or admission. Notice may also be documented by utilizing registered mail, Federal Express, etc. to transmit true copies of documents to be filed, return receipt requested.
21.3 **Grounds:**

21.3.1 The grounds for “progressive discipline” under this article shall include those identified in Education Code 44932 et. Seq. and other behavior deemed to constitute unprofessional conduct. In every event where a formal charge is made, it shall be in writing and shall specify the instance(s) if behavior deemed to warrant discipline. Under no circumstances shall charges be arbitrary or capricious. Examples of grounds for “progressive discipline” include but are not limited to:

(a.) Unauthorized absence, including abuse of sick leave provisions;
(b.) Repeated unauthorized tardiness;
(c.) Repeated failure to perform regular or other assigned duties;
(d.) Insubordination;
(e.) While on duty, used, sold/furnished, was under the influence of, or unlawfully possessed any controlled substance (as defined by California Code);
(f.) While off duty, unlawfully sold/furnished or possessed any controlled substance (as defined by California Code);
(g.) Dishonesty;
(h.) Illegal behavior or behavior of such an extreme nature as would be judged by a “reasonable person,” which would cause discredit to the county office or his/her employment; and
(i.) Any cause set forth in section 44932 of the California Education Code.

21.4 **Levels of Progressive Discipline to be followed:**

21.4.1 LEVEL ONE: Discussion between the immediate supervisor and unit members(s).

Whenever possible, questions and/or issues should be resolved by means of objective discussion.

LEVEL TWO: Written warnings issued to unit member(s). Written warnings will not be used unless the unit member has been verbally warned about
similar actions within the last twelve (12) months. Written warnings will not be place in the unit member’s personnel file.

LEVEL THREE: Written reprimand for placement into the bargaining unit member’s personnel file. The County Office must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose as well as complete copies of all unit member responses to those documents.

LEVEL FOUR: A second written reprimand calling for suspension with pay. The County Office must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose as well as complete copies of all unit member responses to those documents.

LEVEL FIVE: A written reprimand calling for suspension without pay not to exceed ten (10) days. The County Office must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose as well as complete copies of all unit member responses to those documents. Upon issuing a suspension without pay, the County Office will advise the unit member to contact the Association.

21.4.2 Levels may not be bypassed arbitrarily or capriciously, however, it is mutually acknowledged that unusually serious behavior and/or exceptional conditions may warrant full or partial bypass of one or more levels. Timelines will follow California Education Code limitations.

21.5 Dismissal Proceedings Pursuant to Education Code

21.5.1 The County Office of Education retains the right to implement dismissal proceedings against a unit member in accordance with the Education Code (44932, et. seq.)
21.6 **Plan of Assistance for Improvement**

A unit member may be required to participate in, or may initiate on his/her own, the KCOE/KTA Plan of Assistance for Improvement at any point during progressive discipline. (Appendix Q)
ARTICLE XXII: MISCELLANEOUS PROVISIONS

22.1 Any individual contract between the Superintendent and an individual unit member of the bargaining unit shall be subject to and consistent with the terms and conditions of the Agreement.

22.2 This Agreement shall supersede any rules, regulations, or practices of the Superintendent which are, or may be in the future, contrary to or inconsistent with its terms.

22.2.1 The “Agreement between Kings Teachers Association and Kings County Office of Education regarding hiring classified speech therapist(s) also known as the “status Quo letter’’ is null and void effective with the ratification of this 2015-2016 contract.

22.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the Superintendent shall have copies prepared and delivered to the Association for distribution to each unit member.

22.4 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

22.5 The Superintendent shall post notices at locations near unit member mail boxes and also notify the Kings Teachers Association of any certificated vacancies at the same time they are advertised to the public.

22.6 A unit member’s notification to the Superintendent that he/she intends to resign shall remain revocable until such time as the Superintendent officially takes action on such notification.

22.7 When, in the course and scope of employment, a unit member’s eyeglasses are broken, clothing torn, or personal property damaged or destroyed, the Superintendent shall reimburse the employee for the cost of said damage up to four hundred dollars ($400.00).

22.7.1 Personal property includes only those items used for instructional or safety purposes and with written approval in advance with the site administrator.
22.7.2 The Superintendent shall have subrogation rights under any claim or reimbursement from insurance carriers, to the extent of the Superintendent’s payment.

22.7.3 All claims for reimbursement by the Superintendent shall be filed within five (5) working days of the incident.

22.7.4 The unit member shall cooperate with the Superintendent in obtaining payments from any insurance company.

22.7.5 Nothing in this Article shall require the Superintendent to replace an item which can be repaired.

22.8 For the 1980-81 fiscal year and for any subsequent fiscal year in which state school fund apportionments are reduced resulting in a reduced apportionment to the Superintendent, it is agreed by the Association and the Superintendent that items in this Agreement relating to expenditure of funds shall immediately be subject to re-negotiation.
ARTICLE XXIII: SAVINGS CLAUSE

If any portion of this Agreement or any application thereof to any unit member is held by any court of competent jurisdiction to be contrary to law, then such provisions or application will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
ARTICLE XXIV: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

24.1 Any unit member who is a member of the Kings Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the Kings County Office of Education an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the Superintendent shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

24.2 Any unit member who is not a member of the Kings Teachers Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association and collected by the Superintendent in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in 24.1 of this Article.

24.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Kings Teachers Association/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

24.3.1 United Way
24.3.2 Cerebral Palsy
24.3.3 American Heart Association
24.3.4 American Cancer Society
24.3.5 A similar charitable organization as those listed above.
24.3.6 An approved Educational Scholarship Fund.

24.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to 24.3 above, shall be made on an annual basis to the Superintendent as a condition of continued exemption from the provisions of 24.1 and 24.2 of this Article. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. The Association shall have the right of inspection in order to review said proof of payment.

24.5 With respect to all sums deducted by the Superintendent pursuant to 24.1 and 24.2 above, whether for membership dues or agency fee, the Superintendent agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

24.6 The Association agrees to furnish any information needed by the Superintendent to fulfill the provisions of this Article.

24.7 The Association shall defend and hold the Superintendent harmless from any and all claims, suits, and judgments based upon the enforcement of this Article, including the payment of reasonable attorney's fees and costs incurred.

24.8 The Association shall have the exclusive right to decide and determine whether any such action or proceedings referred to in paragraph 24.7 shall or shall not be compromised, restricted, defended, tried or appealed.
24.9 The Association shall have the responsibility for the enforcement of this Article as to all unit members.

24.10 Any person who was employed prior to July 1, 1987, and not a member of the Association as of that date and who does not subsequently join the Association, shall not be required to either join the Association or pay a service fee as provided in this Article.
ARTICLE XXV: WAIVER OF MEET AND NEGOTIATION PROCESS

25.1 Except as may be mutually agreeable to the parties, or as otherwise set forth herein, the Association and the Superintendent expressly waive and relinquish the right to meet and negotiate during the term of this Agreement.

25.2 It is further agreed that the Association and the Superintendent shall not be obligated to meet and negotiate with respect to any subject matter, whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the Superintendent and the Association at the time they met and negotiated and executed this Agreement, and even though such subject or matters were proposed and later withdrawn.
ARTICLE XXVI: SPEECH-LANGUAGE PATHOLOGISTS (NON-LICENSED)

26.1 Beginning with the 2014-2015 school year, the number of speech-language pathologists who are not state licensed and must be supervised by a state licensed speech-language pathologist in order to bill MediCal for speech therapy services changes from year to year.

26.2 Kings County Superintendent of Schools is requesting that supervision be one-on-one.

26.3 All those not licensed are represented by KTA.

26.4 Kings County Superintendent of Schools will ask for eligible (licensed) volunteers from KTA.

26.5 If more than the required number of speech-language pathologists volunteer, the speech department supervisor will institute a lottery system. If less than the required number of eligible (licensed) volunteers from KTA volunteer, Kings County Superintendent of Schools will ask for volunteers from classified speech-language pathologists.

26.6 Kings County Superintendent of Schools will pay a stipend of $1,500.00 per non-licensed speech language pathologist for MediCal billing (not for supervision). Stipends will be paid at the end of the school year.
ARTICLE XXVII: TERM

27.1 This Agreement shall remain in full force and effect from July 1, 2017, through June 30, 2018.

27.2 This Document constitutes the entire Agreement between the parties and concludes meet and negotiation on any subject, whether included here or not, for the term of this Agreement.

IN WITNESS WHEREOF, the parties have signed or have caused their authorized representative to sign this Agreement.

Kings County Office of Education             Kings Teachers Association

____________________________________     ______________________________________
Signature                                      Signature
                                              Date                                             Date
APPENDIX A: 2017-2018 SALARY SCHEDULE 12.00

Kings County Office of Education
2017-2018
SALARY SCHEDULE
SPECIAL EDUCATION TEACHER, ALTERNATIVE SCHOOL TEACHER,
EDUCATION SPECIALIST, SPEECH-LANGUAGE PATHOLOGIST

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Bargaining Unit: KTA

NEW STAFF WITH A MINIMUM OF BA + 30 WILL BE HIRED AT STEP 3

WORK YEAR:
186 days, 7 hours per day for computational purposes

ADDITIONAL PAY:
$1,000 additional per year for Masters Degree
$1,000 additional per year for Doctorate Degree
$1,500 additional per year after 18 years of service
$1,500 additional per year after 21 years of service
$1,500 additional per year after 24 years of service (Must be on Range F)
$1,500 additional per year after 27 years of service (Must be on Range F)
$750 additional per year for current Certificate of Clinical Competence from ASHA - OR-
$1,500 additional per year for both current Certificate of Clinical Competence from
ASHA and California State Licensure for speech and language pathology
$1,500 additional per year for Special Education Teachers
$2,000 additional per year for Speech Therapists

Effective: 07/01/2017
APPENDIX B: 2017-2018 SALARY SCHEDULE 12.25

Kings County Office of Education
2017-2018
SALARY SCHEDULE
SPECIAL EDUCATION TEACHER, EARLY CHILDHOOD

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<td>$64,614</td>
<td>$67,845</td>
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<tr>
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<td>$48,983</td>
<td>$52,580</td>
<td>$58,287</td>
<td>$66,391</td>
<td>$69,710</td>
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<td>$52,580</td>
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<td>$71,627</td>
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<td>$52,580</td>
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<td>STEP 12</td>
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<td>$52,580</td>
<td>$58,287</td>
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<td>STEP 13</td>
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<td>$52,580</td>
<td>$58,287</td>
<td>$68,216</td>
<td>$82,032</td>
</tr>
</tbody>
</table>

Bargaining Unit: KTA

NEW STAFF WITH A MINIMUM OF BA + 30 WILL BE HIRED AT STEP 3

WORK YEAR:
200 days, 7 hours per day for computational purposes

ADDITIONAL PAY:
$1,000 additional per year for Masters Degree
$1,000 additional per year for Doctorate Degree
$1,500 additional per year after 18 years of service
$1,500 additional per year after 21 years of service
$1,500 additional per year after 24 years of service (Must be on Range F)
$1,500 additional per year after 27 years of service (Must be on Range F)
$750 additional per year for current Certificate of Clinical Competence from ASHA - OR-
$1,500 additional per year for both current Certificate of Clinical Competence from ASHA and California State Licensure for speech and language pathology
$1,500 additional per year for Special Education Teachers
$2,000 additional per year for Speech Therapists

Effective: 07/01/2018
# Appendix C: 2017-2018 Salary Schedule 12.50

## Kings County Office of Education

### 2017-2018

**Salary Schedule**

Special Education Teacher, Alternative School Teacher, Education Specialist, Speech-Language Pathologist

| Range A | Step 1 | $53,146 |
| Range B | Step 2 | $53,146 |
| Range C | Step 3 | $57,049 |
| Range D | Step 4 | $59,902 |
| Range E | Step 5 | $61,549 |
| Range F | Step 6 | $63,241 |

| Range A | Step 7 | $57,049 |
| Range B | Step 8 | $57,049 |
| Range C | Step 9 | $63,241 |
| Range D | Step 10 | $63,241 |
| Range E | Step 11 | $63,241 |
| Range F | Step 12 | $63,241 |
| Range A | Step 13 | $57,049 |
| Range B | Step 14 | $57,049 |
| Range C | Step 15 | $63,241 |

### Bargaining Unit: KTA

**Work Year:** 217 days, 7 hours per day for computational purposes

**New Staff with a Minimum of BA + 30 Will Be Hired at Step 3**

### Additional Pay:

- $1,000 additional per year for Masters Degree
- $1,000 additional per year for Doctorate Degree
- $1,500 additional per year after 18 years of service
- $1,500 additional per year after 21 years of service
- $1,500 additional per year after 24 years of service (Must be on Range F)
- $1,500 additional per year after 27 years of service (Must be on Range F)
- $750 additional per year for current Certificate of Clinical Competence from ASHA or ASHA and California State Licensure for speech and language pathology
- $1,500 additional per year for Special Education Teachers
- $2,000 additional per year for Speech Therapists

**Effective:** 07/01/2017

**Revised:** 6/28/2018

---

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(2017-2018)
### APPENDIX D: 2017-2018 SALARY SCHEDULE 12.75

**Kings County Office of Education**

**2017-2018**

**SALARY SCHEDULE**

**SCHOOL NURSE**

<table>
<thead>
<tr>
<th>Column 1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>STEP 1</td>
<td>$75,607</td>
</tr>
<tr>
<td>STEP 2</td>
<td>$77,639</td>
</tr>
<tr>
<td>STEP 3</td>
<td>$79,726</td>
</tr>
<tr>
<td>STEP 4</td>
<td>$81,870</td>
</tr>
<tr>
<td>STEP 5</td>
<td>$84,070</td>
</tr>
</tbody>
</table>

Bargaining Unit: KTA

**WORK YEAR:** 186 days, 7 hours per day for computational purposes.

**ADDITIONAL PAY:**

- $1,000 additional per year for Masters Degree
- $1,000 additional per year for Doctorate Degree
- $1,500 additional per year for 18 years of services
- $1,500 additional per year for 21 years of services
- $1,500 additional per year for 24 years of services
- $1,500 additional per year for 27 years of services

**Revised:** 3/16/2018

**Effective:** 07/01/2017
APPENDIX E: 2017-2018 SALARY SCHEDULE 12.80

Kings County Office of Education
2017-2018
SALARY SCHEDULE
PSYCHOLOGIST / MENTAL HEALTH BEHAVIORAL PSYCHOLOGIST

STEP ADVANCEMENT

<table>
<thead>
<tr>
<th>Step</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEP 1</td>
<td>$74,875</td>
</tr>
<tr>
<td>STEP 2</td>
<td>$77,869</td>
</tr>
<tr>
<td>STEP 3</td>
<td>$80,984</td>
</tr>
<tr>
<td>STEP 4</td>
<td>$84,223</td>
</tr>
<tr>
<td>STEP 5</td>
<td>$87,592</td>
</tr>
</tbody>
</table>

Bargaining Unit: KTA

MASTERS DEGREE: Required

WORK YEAR:
190 days, 7 hours per day
Base work year is 190 days for STRS purposes, Additional days will be credited to DBS.
Days assigned below 190 will not receive a full year STRS service credit.

ADDITIONAL PAY:
$1,000 additional per year for Doctorate Degree
$1,500 additional per year after 18 years of service
$1,500 additional per year after 21 years of service
$1,500 additional per year after 24 years of service
$1,500 additional per year after 27 years of service
$2,000 additional per year for possession of both psychologist credential and BCBA certificate

Revised: 3/18/2018
Effective: 07/01/2017
Kings County Office of Education
2017-2018
SALARY SCHEDULE
Psychologist Intern

Rate per Day $150

Bargaining Unit: KTA

WORK YEAR:
190 Days, 7 hours per day
Base work year is 190 for STRS purposes. Additional days will be credited to DBS.
Days assigned below 190 will not receive a full year STRS service credit.

Revised: 2/6/2018
Effective: 01/01/2018
APPENDIX G: DEFINITIONS (TRANSFER/REASSIGNMENT)

Definitions for Transfer/Reassignments (Article 13.3.3)

1. **Seniority**: Date of hire as a (teacher/speech therapist/nurse) at KCOE. Certificated employee.

2. **Education**: Successful college course work related to the specific opening.

3. **Training**: Instruction other than education, i.e.: trade schools, technical schools, apprenticeships, workshops, seminars, professional growth (subject to documentation and verification).

4. **Credential**: Credentials held or eligible to receive for the position.

5. **Experience**:

   Teaching:

   a. Overall teaching experience
   b. Teaching experience in the area where the opening exists

   Work (employment or volunteer/life)
   (April 20, 1999)

   a. Experience related to specific position available
   b. Documentation/verification required
APPENDIX H: PERFORMANCE EVALUATION (TEACHER AND SPEECH THERAPIST)

PERFORMANCE EVALUATION
Certificated Staff

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Initial Review date must be prior to October 30th Final Review must be submitted by employee at least 30 days before end of school</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PURPOSE: The evaluation procedure is a cooperative process designed to:</td>
</tr>
<tr>
<td>a.</td>
<td>Promote the achievement of goals and objectives of the County Office and its programs;</td>
</tr>
<tr>
<td>b.</td>
<td>Provide a process of two-way communication to evaluate job performance;</td>
</tr>
<tr>
<td>c.</td>
<td>Clarify abilities and specific indicators critical to job performance;</td>
</tr>
<tr>
<td>d.</td>
<td>Offer suggestions and direction regarding desired performance and improvement;</td>
</tr>
<tr>
<td>e.</td>
<td>Assess the employee's understanding of performance from the supervisor's viewpoint;</td>
</tr>
<tr>
<td>f.</td>
<td>Provide a formal method of recognizing staff achievement and growth.</td>
</tr>
</tbody>
</table>

RATING KEY

1. Distinguished – Exceeds Standards
   - Demonstrates extraordinary or superior performance in this area.

2. Proficient - Meets Standards
   - This rating consistently demonstrates acceptable performance.

3. Needs Improvement
   - This rating indicates the potential to meet standards but demonstrates a lack of consistently acceptable performance.
   - Specific recommendations for overcoming the stated areas needing improvement shall be presented by the immediate supervisor.

4. Unsatisfactory – Does Not Meet Standards
   - This rating demonstrates consistently unacceptable performance.
   - Specific recommendations for overcoming the stated areas needing improvement shall be presented by the immediate supervisor.

N/A – Not observed/Not Applicable

### TEACHING STANDARD 1
Engage and Support All Students in Learning

<table>
<thead>
<tr>
<th>Rating</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Using knowledge of students to engage them in learning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Connecting learning to students' prior knowledge, background, life experiences, and interests</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Connecting subject matter to meaningful real-life contexts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning goals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Promoting critical thinking through inquiry, problem solving, and reflection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Monitoring student learning and adjusting instruction while teaching</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TEACHING STANDARD 2
Creating and Maintaining Effective Learning Environments for Student Learning

<table>
<thead>
<tr>
<th>Rating</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Creating a rigorous learning environment with high expectations and appropriate support for all students</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Developing, communicating, and maintaining high standards for individual and group behavior</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Employing classroom routines, procedures, norms, and support for positive behavior to ensure a climate in which all students can learn</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.7</td>
<td>Using instructional time to optimize learning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.8</td>
<td>Directs activities of classroom paraprofessionals, aides, volunteers, peer tutors*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.9</td>
<td>Utilizes positive behavior support techniques*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.10</td>
<td>Encourages interactions with typical peers across instructional settings*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
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### TEACHING STANDARD 3
Understanding and Organizing Subject Matter for Student Learning

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<th>4</th>
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</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Demonstrating knowledge of subject matter, academic content standards, and curriculum framework</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Applying knowledge of subject development and pedagogies to ensure student understanding of subject matter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Organizing curriculum to facilitate student understanding of the subject matter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td>Utilizing instructional strategies that are appropriate to the subject matter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>Using and adapting resources, technologies, and standards aligned (instructional) materials, including adopted materials, to make subject matter accessible to all students</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6</td>
<td>Addressing the needs of English learners and students with special needs to provide equitable access to the content</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.7</td>
<td>Adapts/Modifies subject matter to meet students' individual needs*</td>
<td></td>
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</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
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### TEACHING STANDARD 4
Planning Instruction and Designing Learning Experiences for All Students

<table>
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<tr>
<th>Rating</th>
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<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Establishing and articulating goals for student learning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Developing and sequencing long-term and short-term instructional plans to support student learning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>Adapting instructional plans and curriculum materials to meet the learning needs of all students</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.6</td>
<td>Develops and implements IEP goals to address students' individual needs*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

75 (2017-2018)
### TEACHING STANDARD 5
**Assessing Students for Learning**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessment</td>
</tr>
<tr>
<td>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</td>
</tr>
<tr>
<td>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</td>
</tr>
<tr>
<td>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</td>
</tr>
<tr>
<td>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</td>
</tr>
<tr>
<td>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</td>
</tr>
<tr>
<td>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</td>
</tr>
<tr>
<td>5.8 Develops and administers unbiased, nondiscriminatory assessment*</td>
</tr>
<tr>
<td>5.9 Utilizes assessment data to develop Individual Education Programs (IEP)*</td>
</tr>
<tr>
<td>5.10 Evaluates instruction and monitors progress of individuals with exceptional learning needs*</td>
</tr>
</tbody>
</table>

**Comments: ________________________________**

**Rating**

<table>
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<th>1</th>
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</thead>
</table>

### TEACHING STANDARD 6
**Developing as A Professional Educator**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1 Reflecting on teaching practice in support of student learning</td>
</tr>
<tr>
<td>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</td>
</tr>
<tr>
<td>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning</td>
</tr>
<tr>
<td>6.4 Working with families to support student learning</td>
</tr>
<tr>
<td>6.5 Engaging local communities in support of the instructional program</td>
</tr>
<tr>
<td>6.6 Managing professional responsibilities to maintain motivation and commitment to all students</td>
</tr>
<tr>
<td>6.7 Demonstrating professional responsibility, integrity, and ethical conduct</td>
</tr>
<tr>
<td>6.8 Assumes initiative and responsibility for tasks and assignments*</td>
</tr>
<tr>
<td>6.9 Collaborates with general education classroom teachers and other school and community personnel to integrate students across instructional environments*</td>
</tr>
<tr>
<td>6.10 Uses verbal, nonverbal, and written language effectively*</td>
</tr>
<tr>
<td>6.11 Upholds high standards of competence and integrity and exercises sound judgment in the practice of the profession*</td>
</tr>
</tbody>
</table>

**Comments: ________________________________**

**Rating**

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>N/A</th>
</tr>
</thead>
</table>

### OVERALL EVALUATION

- Distinguished
- Exceeds Standards
- Proficient
- Meets Standards
- Needs Improvement
- Unsatisfactory
- Does Not Meet Standards

**Commendations/Recommendations**

1. Commendations and recommendations must include those relative to the Standards.
2. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.

---

**INITIAL REVIEW SIGNATURES:**

**Evaluator:** ___________________________  **Date:** ___________________________

This report has been discussed with me in conference with the evaluator.

**Staff Member:** ________________________  **Date:** ___________________________

**FINAL REVIEW SIGNATURES:**

**Evaluator:** ___________________________  **Date:** ___________________________

This report has been discussed with me in conference with the evaluator.

**Staff Member:** ________________________  **Date:** ___________________________

**SIGNATURE DOES NOT INDICATE AGREEMENT. A WRITTEN RESPONSE MAY BE ATTACHED WITHIN 10 DAYS.**

Standards that are bolded and marked with an asterisk (*) are Special Education elements developed by the California Commission on Teacher Credentialing (CTC) and the Council for Exceptional Children (CEC)

Please Forward Original to Human Resources - Make Copies for Employee and Site Supervisor
APPENDIX I: PERFORMANCE EVALUATION (NURSE)

PERFORMANCE EVALUATION
School Nurse

Name: ___________________________ Employee ID: ___________ Year ___________
School: ___________________________ Program/Grade/Subject: __________

Initial Review date must be prior to October 31st
Final Review must be submitted to employee at least 30 days before end of school

RATING KEY
1. Distinguished – Exceeds Standards
   - Demonstrates extraordinary or superior performance in this area.
2. Proficient – Meets Standards
   - This rating consistently demonstrates acceptable performance.
3. Needs Improvement
   - This rating exhibits the potential to meet standards but demonstrates a lack of consistently acceptable performance.
   - Specific recommendations for overcoming the stated areas needing improvement shall be presented by the immediate supervisor.
4. Unsatisfactory – Does Not Meet Standards
   - This rating demonstrates consistently unacceptable performance.
   - Specific recommendations for overcoming the stated areas needing improvement shall be presented by the immediate supervisor.
N/A – Not observed/Not Applicable

<table>
<thead>
<tr>
<th>STANDARD 1</th>
<th>Performing State-Mandated Standards of Care</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Review student health data for compliance with state and district regulations</td>
<td>1 2 3 4</td>
</tr>
<tr>
<td>b.</td>
<td>Conduct mandated screenings for vision, hearing and scoliosis</td>
<td>1 2 3 4</td>
</tr>
<tr>
<td>c.</td>
<td>Maintain school health data and records including state reports</td>
<td>1 2 3 4</td>
</tr>
<tr>
<td>d.</td>
<td>Oversees immunization mandates and compliance</td>
<td>1 2 3 4</td>
</tr>
</tbody>
</table>

Comments:

<table>
<thead>
<tr>
<th>STANDARD 2</th>
<th>Utilizing Instructional Strategies and Techniques</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Provide in-service on communicable diseases to educational staff</td>
<td>1 2 3 4</td>
</tr>
<tr>
<td>b.</td>
<td>Provide training for special education and medication administration to the educational staff</td>
<td>1 2 3 4</td>
</tr>
<tr>
<td>c.</td>
<td>Prepare report and/or interpret medical information for educational needs as appropriate</td>
<td>1 2 3 4</td>
</tr>
<tr>
<td>d.</td>
<td>Recommend necessary school adjustments for students with health problems</td>
<td>1 2 3 4</td>
</tr>
<tr>
<td>e.</td>
<td>Involve the parents in the development of health plans</td>
<td>1 2 3 4</td>
</tr>
</tbody>
</table>

Comments:

<table>
<thead>
<tr>
<th>STANDARD 3</th>
<th>Providing Health Counseling and Education</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Provide health counseling and/or education to student, parent, educational staff as time permits</td>
<td>1 2 3 4</td>
</tr>
<tr>
<td>b.</td>
<td>Participate in planning and implementation of a health education program as time permits</td>
<td>1 2 3 4</td>
</tr>
</tbody>
</table>

Comments:

<table>
<thead>
<tr>
<th>STANDARD 4</th>
<th>Assisting in Prevention and Control of Communicable Disease</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Provide health in-service programs as needed to educational staff on communicable disease prevention</td>
<td>1 2 3 4</td>
</tr>
<tr>
<td>b.</td>
<td>Act as a health consultant and resource to staff and community</td>
<td>1 2 3 4</td>
</tr>
<tr>
<td>c.</td>
<td>Interpret and implement policies and procedures concerning communicable disease (includes Employee TB skin testing)</td>
<td>1 2 3 4</td>
</tr>
</tbody>
</table>

Comments:
### STANDARD 5
**Establishing and Maintaining Standards to Minimize the Effects of Accidents or Illness in the School Setting**

<table>
<thead>
<tr>
<th>Rating</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Administer first aid in accordance with standard first aid guidelines</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Provide periodic staff development to educational staff on first aid procedures</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Maintain first aid supplies and kits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Analyze accidents to determine causes and report safety hazards to appropriate administrator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**

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### STANDARD 6
**Showing Professional Commitment and Positive Staff Relationships**

<table>
<thead>
<tr>
<th>Rating</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Is adaptable and will try new ideas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Actively update skills through workshops, conferences, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>c. Maintain a professional working relationship with educational staff, students and/or parents</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Carry out share of assignment willingly and readily</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Exhibit good communication skills</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Comments:**

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### STANDARD 7
**Demonstrating Organizational Skills**

<table>
<thead>
<tr>
<th>Rating</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Is prompt and accurate with reports and forms</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Is punctual</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Carry out daily assignments promptly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**

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### OVERALL EVALUATION

- Distinguished – Exceeds Standards
- Proficient – Meets Standards
- Needs Improvement
- Unsatisfactory – Does Not Meet Standards

---

**Commendations/Recommendations**

1. Commendations and recommendations must include those relative to the Standards.
2. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.

---

**INITIAL REVIEW**

**SIGNATURES:**

Evaluator ___________________________ Date ______

This report has been discussed with me in conference with the evaluator.

Staff Member ___________________________ Date ______

---

**FINAL REVIEW**

**SIGNATURES:**

Evaluator ___________________________ Date ______

This report has been discussed with me in conference with the evaluator.

Staff Member ___________________________ Date ______

**SIGNATURE DOES NOT INDICATE AGREEMENT. A WRITTEN RESPONSE MAY BE ATTACHED WITHIN 10 DAYS.**

Please Forward Original to Human Resources · Make Copies for Employee and Site Supervisor

E:\Evals\New Certificated Evals 2019\Performance Evaluation - School Nurse (1-2011).Docx

78 (2017-2018)
# Kings County Office of Education

## School Psychologist Standards

<table>
<thead>
<tr>
<th>STANDARD 1</th>
<th>Assessment and Data-Based Decision Making</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal: School psychologists utilize their knowledge of data-based decision making, diversity in development and learning, as well as research and program evaluation to assist staff with effective decision making regarding student needs.</td>
<td></td>
</tr>
<tr>
<td>1. Utilizes appropriate assessment and data collection methods</td>
<td></td>
</tr>
<tr>
<td>2. Conducts special education evaluations to inform eligibility, service, and programming decisions</td>
<td></td>
</tr>
<tr>
<td>3. Completes evaluations in a timely manner</td>
<td></td>
</tr>
<tr>
<td>4. Utilizes technology as part of data-based decision making practices</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STANDARD 2</th>
<th>Interventions and Instructional Support to Develop Academic, Social, and Life Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal: School psychologists utilize their knowledge of instructional and behavioral intervention and support to assist with the development and delivery of services to improve student learning and outcomes.</td>
<td></td>
</tr>
<tr>
<td>1. Contributes to intervention practices for academic, social-emotional, and behavioral domains</td>
<td></td>
</tr>
<tr>
<td>2. Contributes to crisis response and intervention practices</td>
<td></td>
</tr>
<tr>
<td>3. Utilizes information about student background and characteristics to inform instruction, intervention, and service delivery decisions</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STANDARD 3</th>
<th>Consultation and Collaboration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal: School psychologists utilize their knowledge of school-wide practices to promote learning as well as consultation and collaboration to assist staff in creating and maintaining effective learning environments.</td>
<td></td>
</tr>
<tr>
<td>1. Engages in consultation and collaboration with school staff</td>
<td></td>
</tr>
<tr>
<td>2. Engages in consultation and collaboration with parents and families</td>
<td></td>
</tr>
<tr>
<td>3. Engages in consultation and collaboration with community agencies and providers</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STANDARD 4</th>
<th>Professional Communication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal: School psychologists demonstrate effective communication skills in the course of their duties and maintain a focus on student success.</td>
<td></td>
</tr>
<tr>
<td>1. Clearly and accurately explains laws, policies and regulations relating to psychological services to parents, students, and school personnel</td>
<td></td>
</tr>
<tr>
<td>2. Effectively communicates with students, using language appropriate to the listener, including non-verbal communication when necessary</td>
<td></td>
</tr>
<tr>
<td>3. Advocates for student success</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STANDARD 5</th>
<th>Professional Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal: School psychologists develop and sustain professional involvement and leadership to ensure the continued learning and effective school psychological services to schools, families, and students.</td>
<td></td>
</tr>
<tr>
<td>1. Seeks professional growth and learning opportunities to advance own knowledge and skill</td>
<td></td>
</tr>
<tr>
<td>2. Reviews professional literature and makes use of new information in procedures</td>
<td></td>
</tr>
<tr>
<td>3. Participates in creation or revision of district policies based upon new learning and legal changes</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STANDARD 6</th>
<th>Core Professionalism</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal: School psychologists exhibit the minimum competencies expected in any employment situation, consistently demonstrating ethical and professional behavior.</td>
<td></td>
</tr>
<tr>
<td>1. Demonstrates appropriate attendance</td>
<td></td>
</tr>
<tr>
<td>2. Demonstrates punctuality</td>
<td></td>
</tr>
<tr>
<td>3. Demonstrates respectful behavior in all interactions</td>
<td></td>
</tr>
<tr>
<td>4. Demonstrates clear and accurate written and verbal communication</td>
<td></td>
</tr>
<tr>
<td>5. Demonstrates prompt communication with colleagues</td>
<td></td>
</tr>
</tbody>
</table>
## Standard 1: Assessment and Data-Based Decision Making

School psychologists utilize their knowledge of data-based decision making, diversity in development and learning, as well as research and program evaluation to assist staff with effective decision making regarding student needs.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Exceeds Standard (4)</th>
<th>Meets Standard (3)</th>
<th>Growth Expected (2)</th>
<th>Does Not Meet Standard (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Utilizes appropriate assessment and data collection methods</td>
<td>School Psychologist fulfills the criteria for Level 3 and additionally:</td>
<td>School Psychologist uses assessment data collection methods that are:</td>
<td>School Psychologist uses assessment data collection methods that are:</td>
<td>School Psychologist uses assessment and data collection methods that are:</td>
</tr>
<tr>
<td>Part of the School Psychologist's role?</td>
<td>- Applies evaluation data and findings to intervention, instruction, programming and services through written reports, intervention plans, and meetings/conferences with parents and/or school staff.</td>
<td>- Appropriate for the intended purpose,</td>
<td>- Appropriate for the student, and</td>
<td>- Inappropriate for purpose and/or student, or</td>
</tr>
<tr>
<td>No; Indicator not applicable to this employee</td>
<td>- Written reports include recommendations based upon strengths and weaknesses</td>
<td>- Appropriate and individualized for the specific student’s cultural, linguistic and disability background, and</td>
<td>- Administered, scored and interpreted correctly</td>
<td>- Are administered, scored, or interpreted incorrectly.</td>
</tr>
<tr>
<td>Yes</td>
<td></td>
<td>- Of sufficient variety for the intended purpose.</td>
<td>But are:</td>
<td></td>
</tr>
<tr>
<td>Rating:</td>
<td></td>
<td></td>
<td>- Limited in variety for the intended purpose, or</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Limited in individualization for the specific student(s).</td>
<td></td>
</tr>
<tr>
<td>1.2 Conducts special education evaluations to inform eligibility, service, and programming decisions.</td>
<td>School Psychologist fulfills the criteria for Level 3 and additionally:</td>
<td>School Psychologist conducts evaluations that are:</td>
<td>School Psychologist conducts evaluations that are:</td>
<td>School Psychologist conducts evaluations that are:</td>
</tr>
<tr>
<td>Part of the School Psychologist’s role?</td>
<td>- Effectively communicates evaluation findings to school staff through written reports and conferences, and/or</td>
<td>- Compliant with minimum requirements of CCR Title 5</td>
<td>- Compliant with minimum requirements of CCR Title 5,</td>
<td>- Not compliant with CCR Title 5, and/or</td>
</tr>
<tr>
<td>No; Indicator not applicable to this employee</td>
<td>- Utilizes evaluation findings to inform accurate eligibility, placement, and service decisions.</td>
<td>- Appropriate for the student being evaluated, and</td>
<td>But are:</td>
<td>- Inappropriate for the student being evaluated.</td>
</tr>
<tr>
<td>Yes</td>
<td></td>
<td>- Informative for instructional and/or programming purposes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rating:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3 Completes evaluations in a timely manner.</td>
<td>Completed all within a timely manner</td>
<td>Few evaluations completed after compliance due dates or district goals for reasons outside the school psychologist's control</td>
<td>Few evaluations completed after compliance due dates or district goals for reasons within the school psychologist's control</td>
<td>Multiple evaluations completed past the compliance due dates or district goals</td>
</tr>
</tbody>
</table>

Last updated 09/2016
## Standard 1: Assessment and Data-Based Decision Making - Continued

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Exceeds Standard (4)</th>
<th>Meets Standard (3)</th>
<th>Growth Expected (2)</th>
<th>Does Not Meet Standard (1)</th>
</tr>
</thead>
</table>
| 1.4 Utilizes technology as part of data-based decision making practices. | School Psychologist fulfills the criteria for Level 3 and additionally:  
- Utilizes technological tools and programs in innovative ways to meet the needs of school(s) and/or enhance job performance,  
- Provides mentoring and coaching to colleagues regarding the use of technological tools and programs | School Psychologist utilizes technology to meet the expectations of role and responsibilities:  
- Example activities include using technological tools to:  
  - Collect assessment data, when appropriate  
  - Score data  
  - Summarized data  
  - Graph data, and/or  
  - Share data and findings with others | School Psychologist is:  
- Involved in continued professional growth and learning regarding the use of technological tools and programs,  
But,  
- Knowledge and skill with technological tools and programs is insufficient to meet expectations of role/school(s) | School Psychologist:  
- Lacks knowledge about the use of technological tools and programs,  
- Lacks the skills needed to use technological tools and programs, and/or  
- Fails to engage in professional growth and learning to gain needed knowledge and skills |

### Standard 1: Assessment and Data-Based Decision Making - Summary

<table>
<thead>
<tr>
<th>Number of Indicators applicable to current employee</th>
<th>Points possible based upon indicators</th>
<th>Obtained Score</th>
<th>Comments</th>
</tr>
</thead>
</table>

Last updated 09/2016
### Standard 2: Interventions and Instructional Support to Develop Academic, Social, and Life Skills

School psychologists utilize their knowledge of instructional and behavioral intervention and support to assist with the development and delivery of services to improve student learning and outcomes.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Exceeds Standard (4)</th>
<th>Meets Standard (3)</th>
<th>Growth Expected (2)</th>
<th>Does Not Meet Standard (1)</th>
</tr>
</thead>
</table>
| 2.1       | School Psychologist fulfills the criteria for Level 3 and additionally:  
- Serves as a permanent member of student level teams (e.g., student study team)  
- Conducts evaluation of intervention practices and programs to ensure effectiveness and guide continuous improvements, or  
- Assists with the development and/or delivery of staff professional development to support intervention practices | School Psychologist contributes to intervention practices in a manner that meets the expectations of the role/school(s)  
Example activities include:  
- Researches and helps select intervention strategies and approaches for school(s)  
- Helps develop intervention plans for individual students or small groups of students,  
- Applies progress monitoring data to intervention practices and decisions about need for additional services/supports  
- Assists staff in learning and implementing new intervention strategies, approaches, or programs,  
- Provides intervention services to individual students or small groups, or  
- Assists in the collection of information about implementation integrity | School Psychologist is:  
- Responsive to opportunities to contribute to intervention practices but contributions are insufficient to meet expectations of school(s)/role, and  
- Involved in continued professional growth and learning regarding intervention practices | School Psychologist:  
- Lacks knowledge about intervention strategies and practices,  
- Fails to take advantage of opportunities to engage in continued professional growth and learning. |

Part of the School Psychologist's role?

- [ ] No; Indicator not applicable to this employee
- [ ] Yes; Indicate domain(s) in which the employee is involved
  - Academic
  - Social-emotional
  - Behavioral

Rating: _____

Last updated 09/2016
<table>
<thead>
<tr>
<th>Indicator</th>
<th>Exceeds Standard (4)</th>
<th>Meets Standard (3)</th>
<th>Growth Expected (2)</th>
<th>Does Not Meet Standard (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2 - Contributes to crisis response and intervention practices Part of the School Psychologist's role?</td>
<td>School Psychologist fulfills the criteria for Level 3 and additionally:</td>
<td>School Psychologist contributes to crisis response and intervention practices in a manner that meets the expectations for the role/school(s) Example activities include:</td>
<td>School Psychologist is:</td>
<td>School Psychologist:</td>
</tr>
<tr>
<td>□ No; Indicator not applicable to this employee</td>
<td>- Conducts evaluation of crisis response and intervention practices to assess effectiveness and guide continuous improvements, or</td>
<td>- Assists in the development and/or delivery of staff professional development on crisis response and intervention</td>
<td>- Responsive to opportunities to contribute to crisis response and intervention practices but contributions are insufficient to meet expectations of role/school(s) and</td>
<td>- Lacks knowledge about crisis response and intervention practices</td>
</tr>
<tr>
<td>□ Yes</td>
<td>- Assists with the development and/or delivery of staff professional development on crisis response and intervention</td>
<td>- Participates in school-wide crisis response and intervention training,</td>
<td>- Involved in continued professional growth and learning regarding crisis response and intervention.</td>
<td>- Fails to take advantage of opportunities to engage in continued professional growth and learning</td>
</tr>
<tr>
<td>Rating: ___</td>
<td>- Collaborates with community agencies to provide coordinated response and services to crisis situations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3 - Utilizes information about student background and characteristics to inform instruction, intervention, and service delivery decisions.</td>
<td>School Psychologist fulfills the criteria for Level 3 and additionally:</td>
<td>School Psychologist:</td>
<td>School Psychologist:</td>
<td>School Psychologist:</td>
</tr>
<tr>
<td></td>
<td>- Assists with the development and/or delivery of staff professional development on student diversity</td>
<td>- Demonstrates an understanding of the influence of diversity factors through recommended strategies, interventions, and/or programming, and</td>
<td>- Is involved in continued professional growth regarding student diversity and academic, social-emotional, and behavioral outcomes But practices</td>
<td>- Lacks an understanding of the influence of factors such as culture, linguistic, socioeconomic status, gender or gender identity, national origin, religion, disability, health status on student learning and behavior.</td>
</tr>
<tr>
<td></td>
<td>- Provides mentoring and coaching to colleagues regarding issues of diversity and student learning</td>
<td>- Has knowledge and skills that meet the expectations of the role and school(s) population</td>
<td>- Demonstrate limited application of this knowledge to instructional practices and programming/service delivery</td>
<td>- Fails to take advantage of opportunities to engage in continued professional growth and learning.</td>
</tr>
<tr>
<td></td>
<td>- Applies knowledge in innovative ways to assist students, schools, and/or district. For example, addressing issues of disproportionality in special education identification or suspension/expulsion data.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard 2: Interventions and Instructional Support to Develop Academic, Social, and Life Skills - Summary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>Number of Indicators applicable to current employee</td>
<td>Points possible based upon indicators</td>
<td>Obtained Score</td>
<td>Comments</td>
<td></td>
</tr>
</tbody>
</table>

Last updated 09/2016
### Standard 3: Consultation and Collaboration

School psychologists utilize their knowledge of school-wide practices to promote learning as well as consultation and collaboration to assist staff in creating and maintaining effective learning environments.

<table>
<thead>
<tr>
<th>Indicator</th>
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<th>Growth Expected (2)</th>
<th>Does Not Meet Standard (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>School Psychologist fulfills the criteria for Level 3 and additionally:</td>
<td>School Psychologist effectively engages in consultation and collaboration with school staff in a manner that meets the expectations of the role/school(s). Example activities include:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Assists with the development and/or delivery of staff professional development on collaboration and consultation.</td>
<td>• Assists teachers with identifying concerns that target through intervention practices.</td>
<td>• Is involved in continued professional growth regarding consultation and collaboration strategies. However employee’s practices:</td>
<td>• Lacks knowledge and skills about effective consultation strategies and practices, and/or</td>
</tr>
<tr>
<td></td>
<td>• Provides mentoring and coaching to colleagues regarding consultation strategies</td>
<td>• Supports teachers with intervention implementation through coaching, providing feedback, modeling, etc.</td>
<td>• Demonstrate limited application of knowledge and skills to expected roles and responsibilities</td>
<td>• Fails to take advantage of opportunities to engage in continued professional growth and learning.</td>
</tr>
<tr>
<td></td>
<td>• Applies knowledge in innovative ways to assist students, schools, and/or district. For example, designing a process for collaborative team meetings</td>
<td>• Works well with others as part of a team (e.g., IEP team, SST team), and/or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rating:</td>
<td></td>
<td>• Utilizes facilitation and conflict resolution skills and strategies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indicator</td>
<td>Exceeds Standard (4)</td>
<td>Meets Standard (3)</td>
<td>Growth Expected (2)</td>
<td>Does Not Meet Standard (1)</td>
</tr>
<tr>
<td>-----------</td>
<td>---------------------</td>
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<td>---------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>3.2 Engages in consultation and collaboration with parents and families</td>
<td>School Psychologist fulfills the criteria for Level 3 and additionally:</td>
<td>School Psychologist effectively engages in consultation and collaboration with parents and families in a manner that meets the expectations of the role/school(s)</td>
<td>School Psychologist:</td>
<td>School Psychologist:</td>
</tr>
<tr>
<td></td>
<td>• Assists with the development and/or delivery of staff professional development on collaboration and consultation</td>
<td>Example activities include:</td>
<td>• Is involved in continued professional growth regarding consultation and collaboration strategies</td>
<td>• Lacks knowledge about effective consultation strategies and practices, and/or</td>
</tr>
<tr>
<td></td>
<td>• Provides mentoring and coaching to colleagues regarding consultation strategies</td>
<td>• Discusses parent concerns and provides suggestions for strategies to use at home,</td>
<td>However, employee’s practices do not:</td>
<td>• Fails to take advantage of opportunities to engage in continued professional growth and learning.</td>
</tr>
<tr>
<td></td>
<td>• Applies knowledge in innovative ways to assist students and families</td>
<td>• Clearly explains assessment data and intervention strategies</td>
<td>• Demonstrate application of this knowledge to expected roles and responsibilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Conducts and/or assists with parent education sessions and trainings</td>
<td>• Explains school procedures for services such as special education, intervention, etc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Standard 3: Consultation and Collaboration - Continued

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Exceeds Standard (4)</th>
<th>Meets Standard (3)</th>
<th>Growth Expected (2)</th>
<th>Does Not Meet Standard (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.3 Engages in consultation and collaboration with community agencies and providers</td>
<td>School Psychologist fulfills the criteria for Level 3 and additionally:</td>
<td>School Psychologist effectively engages in consultation and collaboration with community agencies in a manner that meets the expectations of the role/school(§)</td>
<td>School Psychologist:</td>
<td>School Psychologist:</td>
</tr>
<tr>
<td></td>
<td>• Assists with the development and/or delivery of staff professional development on collaboration and consultation</td>
<td>Example activities include:</td>
<td>• Is involved in continued professional growth regarding consultation and collaboration strategies</td>
<td>• Lacks knowledge about effective consultation strategies and practices, and/or</td>
</tr>
<tr>
<td></td>
<td>• Provides mentoring and coaching to colleagues regarding consultation strategies</td>
<td>• Contacts community providers to obtain information needed for instructional programming</td>
<td>However, employee’s practices do not:</td>
<td>• Fails to take advantage of opportunities to engage in continued professional growth and learning.</td>
</tr>
<tr>
<td></td>
<td>• Applies knowledge in innovative ways to assist students, families, schools, and community</td>
<td>• Clearly explains school procedures for services and practices,</td>
<td>• Demonstrate application of this knowledge to expected roles and responsibilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Conducts and/or assists with professional development for community agencies and providers</td>
<td>• Refers students and families to community providers for needed services,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Communicates with community providers in a clear and ethical manner.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Standard 3: Consultation and Collaboration - Summary

<table>
<thead>
<tr>
<th>Number of Indicators applicable to current employee</th>
<th>Points possible based upon indicators</th>
<th>Obtained Score</th>
<th>Comments</th>
</tr>
</thead>
</table>

Last updated 09/2016
## Standard 4: Professional Responsibility and Communication

**Goal:** School psychologists demonstrate effective communication skills in the course of their duties and maintain a focus on student success.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Exceeds Standard (4)</th>
<th>Meets Standard (3)</th>
<th>Growth Expected (2)</th>
<th>Does Not Meet Standard (1)</th>
</tr>
</thead>
</table>
| 4.1 Clearly and accurately explains laws, policies, and regulations relating to psychological services to parents, students, and school personnel | School Psychologist fulfills the criteria for Level 3 and additionally:  
- Demonstrates the ability to interpret special education laws to make appropriate changes to district policies | School Psychologist:  
- Demonstrates the ability to explain special education laws and relevant district policies to staff members and parents | School Psychologist:  
- Demonstrates knowledge of some special education laws and relevant district policies  
But employee struggles to explain or give examples to others | School Psychologist:  
- Demonstrates limited knowledge of special education laws and relevant district policies |
| Rating: ____ | | | | |

### Additional Notes:

- **4.2 Effectively communicates with students or parents, using language appropriate to the listener, including nonverbal communication when necessary**

<table>
<thead>
<tr>
<th>Exceeds Standard (4)</th>
<th>Meets Standard (3)</th>
<th>Growth Expected (2)</th>
<th>Does Not Meet Standard (1)</th>
</tr>
</thead>
</table>
| School Psychologist fulfills the criteria for Level 3 and additionally:  
- Provides coaching and mentoring to colleagues on ways to adjust communication based upon the student's/parent's needs | School Psychologist:  
- Demonstrates the ability to adjust their vocabulary to meet parent needs  
- Demonstrates the ability to work with an interpreter during meetings  
- Demonstrates successful interaction with students of different ability levels | School Psychologist:  
- Is involved in professional development opportunities to improve communication However, employee's practices do not:  
- Demonstrate application of this knowledge to communication situations | School Psychologist:  
- Struggles to adjust communication based upon the needs of the parent or student, or  
- Fails to take advantage of professional development opportunities to improve communication |
| Rating: ____ | | | |

### Additional Notes:

- **4.3 Clearly advocates for student success**

<table>
<thead>
<tr>
<th>Exceeds Standard (4)</th>
<th>Meets Standard (3)</th>
<th>Growth Expected (2)</th>
<th>Does Not Meet Standard (1)</th>
</tr>
</thead>
</table>
| School Psychologist fulfills the criteria for Level 3 and additionally:  
- Proves support and mentoring to colleagues who are less likely to advocate on the behalf of students  
- Seeks systems level changes that will benefit all students and families | School Psychologist:  
- Demonstrates a concern for student learning and outcomes by advocating for a change in instruction and services when needed  
- Advocates in a respectful and effective manner | School Psychologist:  
- Demonstrates a concern about student failure or lack of progress  
But does not  
- Advocate for student needs | School Psychologist:  
- Demonstrates limited commitment to the growth and learning of students  
- Accepts student failure and lack of growth and doesn't advocate for a change in instruction or services |
| Rating: ____ | | | |

### Additional Notes:

- Last updated 09/2016

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Kings County Office of Education School Psychologist Evaluation Rubric
Kings County Office of Education School Psychologist Evaluation Rubric

<table>
<thead>
<tr>
<th>Standard 4: Professional Responsibility and Communication - Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Indicators applicable to current employee</td>
</tr>
</tbody>
</table>

Last updated 09/2016
### Standard 5: Professional Growth
School psychologists develop and sustain professional involvement and leadership to ensure the continued learning and effective school psychological services to schools, families, and students.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Exceeds Standard (4)</th>
<th>Meets Standard (3)</th>
<th>Growth Expected (2)</th>
<th>Does Not Meet Standard (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 Seeks professional growth and learning opportunities to advance own knowledge and skill</td>
<td>School Psychologist fulfills the criteria for Level 3 and additionally:  - Reflects critically on own skills and identifies professional learning needs  - Shares newly learned knowledge and practices with colleagues and school staff  - Seeks opportunities to provide professional learning sessions for colleagues and school staff</td>
<td>School Psychologist:  - Responds well to constructive feedback  - Utilizes feedback to identify areas for professional growth  - Initiates attendance at optional professional learning events  - Demonstrates application of knowledge/skill addressed in attended professional learning events</td>
<td>School Psychologist:  - Attends mandatory professional learning events  But does not:  - Respond to constructive feedback  - Demonstrate application of knowledge/skill addressed in professional learning events  - Initiate attendance at optional professional learning events</td>
<td>School Psychologist:  - Fails to seek or take advantage of opportunities to engage in professional learning, and/or  - Fails to respond to feedback from supervisor(s) regarding the need for professional learning</td>
</tr>
<tr>
<td>Rating:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 5.2 Reviews professional literature and makes use of new information in procedures | School Psychologist fulfills the criteria for Level 3 and additionally:  - Engages in discussion and reflection of professional reading  - Shares newly learned knowledge and practices with colleagues and school staff | School Psychologist:  - Engages in professional reading of current research and practice  - Demonstrates application of knowledge/skill addressed in professional reading | School Psychologist:  - Participates in mandatory professional reading of current research  But does not:  - Demonstrate application of knowledge/skill addressed in professional reading | School Psychologist:  - Fails to seek or take advantage of professional reading of current research or practice |
| Rating: | | | | |

| 5.3 Participates in creation or revision of applicable district policies based upon new learning and legal changes Part of the School Psychologist's role? | School Psychologist fulfills the criteria for Level 3 and additionally:  - Volunteers to participate on committees or teams to create or revise applicable district policies | School Psychologist:  - Provides appropriate input on applicable district policies and procedures when requested  - Utilizes new learning to guide policy change recommendations | School Psychologist:  - Attends mandatory meetings for addition or revision of applicable district policies  But does not:  - Actively participate or utilize new learning to guide recommendations | School Psychologist:  - Fails to attend or participate in meetings for addition or revision of applicable district policies, even when requested. |
| Rating: | | | | |

Last updated 09/2016
Kings County Office of Education School Psychologist Evaluation Rubric

<table>
<thead>
<tr>
<th>Standard 6: Core Professionalism</th>
<th>Meets Standard (1)</th>
<th>Does Not Meet Standard (0)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Indicator</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1 Attendance</td>
<td>Individual has not demonstrated a pattern of unexcused absences</td>
<td>Individual demonstrates a pattern of unexcused absences</td>
</tr>
<tr>
<td>Rating:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.2 Punctuality</td>
<td>Individual has not demonstrated a pattern of unexcused late arrivals or early departures for meetings, conferences, and/or school hours</td>
<td>Individual has demonstrated a pattern of unexcused late arrivals or early departures</td>
</tr>
<tr>
<td>Rating:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.3 Respect</td>
<td>Individual interacts with students, colleagues, parents/families, and community members in a respectful manner</td>
<td>Individual demonstrates a pattern of failing to interact with students, colleagues, parents/families, and community members in a respectful manner</td>
</tr>
<tr>
<td>Rating:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.4 Clear Communication</td>
<td>Individual demonstrates a pattern of clear and accurate written and verbal communication during professional activities</td>
<td>Individual demonstrates a pattern of unclear or inaccurate written and verbal communication during professional activities</td>
</tr>
<tr>
<td>Rating:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5 Prompt Communication</td>
<td>Individual demonstrates prompt communication through responding to emails or phone calls from others</td>
<td>Individual demonstrates a pattern of inefficient or untimely communication via email or phone calls.</td>
</tr>
<tr>
<td>Rating:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Standard 6: Core Professionalism - Summary**

<table>
<thead>
<tr>
<th>Number of Indicators applicable to current employee</th>
<th>Points possible based upon indicators</th>
<th>Obtained Score</th>
<th>Comments</th>
</tr>
</thead>
</table>

**Overall Rating**

<table>
<thead>
<tr>
<th>Total Points Possible</th>
<th>Total Obtained Score</th>
<th>Average Score</th>
<th>Category (Rank)*</th>
</tr>
</thead>
</table>

*(3) Meets Standards: 75-100%; (2) Growth Expected: 50-74%; (1) Does Not Meet Standards: Below 50%

Last updated 09/2016
## Kings County Office of Education School Psychologist Evaluation Rubric

<table>
<thead>
<tr>
<th>Strengths</th>
<th>Specific Growth Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Evaluation dates:**

Evaluator Signature: ___________________________ Date: __________________

Employee Signature: ___________________________ Date: __________________

I certify that this evaluation report has been discussed with me. I understand that my signature does not necessarily indicate agreement. Further, I understand that I may make a written response to the evaluation at any time, up to ten (10) working days after receiving a copy of the evaluation.

Last updated 09/2016
APPENDIX L: HEALTH INSURANCE COVERAGE ELECTION

<table>
<thead>
<tr>
<th>PPO PLANS</th>
<th>40574A</th>
<th>100% - A $20</th>
</tr>
</thead>
<tbody>
<tr>
<td>CALENDAR YEAR OUT-OF-POCKET MAXIMUM (OOP)</td>
<td>Member Pays</td>
<td></td>
</tr>
<tr>
<td>Individual/Family Deductibles</td>
<td>$0/50</td>
<td></td>
</tr>
<tr>
<td>Individual/Family Out of Pocket Max (includes deductibles and co-pays)</td>
<td>$1,000/$3,000</td>
<td></td>
</tr>
</tbody>
</table>

PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Visit co-pay</td>
<td>$20</td>
</tr>
<tr>
<td>Urgent Care co-pay</td>
<td>$20</td>
</tr>
<tr>
<td>Specialty/Consultants co-pay</td>
<td>$20</td>
</tr>
<tr>
<td>Prenatal, postnatal office visit co-pay</td>
<td>$20</td>
</tr>
<tr>
<td>Scans: CT, CAT, MRI, PET etc.</td>
<td>0%</td>
</tr>
<tr>
<td>Diagnostic X-ray &amp; Laboratory Procedures</td>
<td>0%</td>
</tr>
<tr>
<td>Infertility (diagnosis/treatment of causes of infertility)</td>
<td>Not covered</td>
</tr>
<tr>
<td>Preventive Care Services (includes physical exams &amp; screenings)</td>
<td>0%, Deductible Waived</td>
</tr>
</tbody>
</table>

HOSPITAL & SKILLED NURSING FACILITY SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Room visit co-pay</td>
<td>$100 co-pay</td>
</tr>
<tr>
<td>Inpatient Hospital co-pay (preauthorization required)</td>
<td>0%</td>
</tr>
<tr>
<td>Outpatient Hospital co-pay</td>
<td>0%</td>
</tr>
<tr>
<td>Surgery, Outpatient (performed in an Ambulatory Surgery Center)</td>
<td>0%</td>
</tr>
<tr>
<td>Surgery, Inpatient (performed in a Hospital)</td>
<td>0%</td>
</tr>
</tbody>
</table>

MENTAL HEALTH SERVICES & SUBSTANCE ABUSE TREATMENT

<table>
<thead>
<tr>
<th>Service</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient Care: Facility based care (preauthorization required)</td>
<td>0%</td>
</tr>
<tr>
<td>Outpatient Care: Facility based care (preauthorization required)</td>
<td>Deductible waived</td>
</tr>
</tbody>
</table>

OTHER SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acupuncture - Limits apply</td>
<td>0%</td>
</tr>
<tr>
<td>Ambulance (Ground or Air)</td>
<td>$100 Co-Pay</td>
</tr>
<tr>
<td>Chiropractic - Limits apply</td>
<td>0%</td>
</tr>
<tr>
<td>Durable Medical Equipment (DME)</td>
<td>0%</td>
</tr>
<tr>
<td>Physical and Occupational Therapy - Limits apply</td>
<td>0%</td>
</tr>
</tbody>
</table>

PRESCRIPTION DRUG PLANS

<table>
<thead>
<tr>
<th>Service</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brand Exclusion - Individual/Family</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Individual/Family Rx Out of Pocket (OOP) Max (includes RX deductibles &amp; co-pays)</td>
<td>$2,500/$3,500</td>
</tr>
<tr>
<td>Generic co-pay/days supply</td>
<td>$9/29 Days</td>
</tr>
<tr>
<td>Brand co-pay/days supply</td>
<td>$13/35 Days</td>
</tr>
<tr>
<td>Mail Order (Generic/Bulk co-pay/days supply)</td>
<td>$5/$20/30 Days</td>
</tr>
</tbody>
</table>

Vision Service Plan (www.vsp.com)

<table>
<thead>
<tr>
<th>Service</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delta Dental Plan:</td>
<td></td>
</tr>
<tr>
<td>(<a href="http://www.deltadental.ca">www.deltadental.ca</a>)</td>
<td></td>
</tr>
<tr>
<td>Life Insurance</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

RATES

<table>
<thead>
<tr>
<th>Service</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical</td>
<td>$1,399.00</td>
</tr>
<tr>
<td>Dental</td>
<td>$239.00</td>
</tr>
<tr>
<td>Vision</td>
<td>$17.20</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>$4.75</td>
</tr>
<tr>
<td>TOTAL PER EMP/MED</td>
<td>$1,448.55</td>
</tr>
</tbody>
</table>

NOTATIONS:
- This sheet is only a brief summary of benefits that reflects in Network benefits. Please review the benefit summaries or plan booklets for details.
- Limitations and exclusions. Benefits may be subject to change due to mid-year legislative changes.
- OOP maximum on Anthem plans with a Nustar pharmacy carve out does not include prescription drug co-pays.
- Co-insurance and co-pay do NOT carryover to the next calendar year.
- Plans with a deductible will be on 4th quarter carryover (October 1 - December 31)
- For plans with a deductible, co-insurance applies after the deductible has been met unless otherwise noted.
APPENDIX M: PEER ASSISTANCE AND REVIEW SIDE LETTER AGREEMENT

Side Letter Agreement

Peer Assistance and Review

(Not Effective for 2010-2011 School Year or Subsequent School Years Unless Funding is Restored)

1.0 Program Components

1.1 There shall be a Peer Assistance and Review (PAR) Program, hereafter referred to as “Program”, for all teachers. The PAR Program provides a mechanism whereby exemplary teachers assist other teachers in the areas of subject matter knowledge, teaching strategies, teaching methods or instruction.

The Program shall have four components:

1.1.1 Referred Permanent Teacher Peer Assistance Program: This component shall provide peer assistance to permanent teachers who receive an “unsatisfactory” evaluation in the area of subject matter knowledge, teaching strategies, teaching methods or instruction.

Teachers receiving an “unsatisfactory” evaluation in the area of subject matter knowledge, teaching strategies, teaching methods or instruction will be referred to the PAR Program by the principal or designate evaluator for assistance under this Program.

1.1.2 Voluntary Teacher Peer Assistance Program: This component shall provide assistance to teachers who volunteer for the Program.
1.1.2.1 Teachers desiring assistance in improving their teaching practice may apply to the Program for such assistance on a confidential basis. The PAR Panel shall have the authority to accept or reject such referrals.

1.1.2.2 If a teacher is accepted into the PAR Program as a volunteer, documentation will not be placed into the personnel file only so long as participation continues on a voluntary basis.

1.1.3 **Beginning Teacher Coaching Program:** This component shall provide peer assistance to teachers participating in Pre-Intern, Intern, and Beginning Teacher and Support (BTSA) programs, as well as first and second year teachers. Coaches will be assigned on a ratio of 1:2. Participation in the Program shall not create nor expand any rights to retention or permanency as set forth in Education Code Section 44929.21 pertaining to probationary employees.

1.1.4 **Professional Development/Coaching Program:** This component allows bargaining members to participate in site based professional development activities to enhance instructional effectiveness in any one of the four areas: Subject Matter Knowledge, Teaching Strategies, Teaching Methods, and Instruction.

1.2 **Peer Assistance and Review Panel**

1.2.1 The Program shall be governed by the PAR Panel composed of five (5) members, a majority of who shall be certificated teachers chosen by the Association. The remaining members of the Panel shall be certificated administrators selected to serve on the Panel by the superintendent. A quorum for Panel meetings shall be four of the five members. Decisions shall be made by consensus when possible.
Should a vote be required, action must be taken on an affirmative vote of at least three members.

1.2.1.1 Panel members will be selected by November 1st of each year and serve staggered terms of two (2) years.

1.2.2 Qualifications for the teacher members of the Panel shall be the same qualifications for a peer coach.

1.2.3 If a member of the Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.

1.2.4 The PAR Panel shall be responsible for:

1.2.5.1 Establishing its own rules of procedure;

1.2.5.2 Selecting its own chairperson;

1.2.5.3 Providing annual training for PAR Panel members;

1.2.5.4 Establishing a procedure for application and selection of peer coaches;

1.2.5.5 Selecting peer coaches;

1.2.5.6 Arranging appropriate training for peer coaches;

1.2.5.7 Accepting referrals for permanent teacher peer assistance from principals or designated evaluators;

1.2.5.8 Reviewing applications from teachers who volunteer to participate in the Program and admitting such teachers based on the availability of funding and peer coaches;

1.2.5.9 Any decisions about eligibility for the Program;
1.2.5.10 Sending written notification of participation in the PAR Program to the participating teacher, peer coach, and the principal or designated evaluator.

1.2.5.11 Meeting at least four (4) times annually to review the work of the coaches with their caseloads. Panel members shall receive an annual stipend of $500 dollars. Generally, the Panel shall meet within the Panel member’s workday; however, work after 4:00 p.m. shall be compensated at an hourly rate of $25.00 per hour.

1.2.5.12 Monitoring the work of peer coaches and their documentation.

1.2.5.13 Reviewing peer review reports prepared by peer coaches.

1.2.5.14 Monitoring the progress of permanent teacher peer assistance, including making reports to the Superintendent regarding PAR Program participants, and informing the Superintendent of the names of PAR participants who have not demonstrated “satisfactory improvement” after receiving sustained assistance from a peer coach. All reports pursuant to this provision shall be made to the Superintendent not later than April 10 of the school year in which the PAR program was utilized to assist a teacher.

1.2.5.15 Recommending a budget for the Program, subject to Board approval; and

1.2.5.16 Annually evaluating the impact of the Program in order to improve its effectiveness. The Program evaluation shall be presented to the Superintendent no later than June 1st of each school year.

1.2.6 A Panel member shall neither participate in discussion nor vote on any matter in which he or she has a personal conflict of interest. The panel has the authority to determine what constitutes a conflict of interest.
1.2.7 If an administrator on the PAR Panel refers a teacher he/she directly supervises to the Panel, the administrator shall no longer serve as a Panel member. The Superintendent will appoint an administrator to serve for the duration of that member’s term or until the teacher completes the Program, in which case the administrator may resume his/her service as a Panel member for the duration of his/her term.

1.3 Peer Coaches

1.3.1 The number of coaches shall be determined by the number of eligible participants in the PAR Program and funding available from the state for the Program.

1.3.2 Coaches shall have staggered terms. Approximately half of the coaches shall have two-year terms and the remainder three-year terms. After this start-up period, each coach shall have a three-year term.

1.3.2.1 All such terms are subject to annual evaluation by the Panel. The documentation of such evaluation shall not be made a part of the coach’s personnel file, except upon the written request of the individual coach.

1.3.3 The parties do not see this position as a part of the career ladder of an individual who seeks to be an administrator in the District.

1.3.4 Coaches must be selected by the PAR Panel and they are assigned by the Panel to assist another teacher who is in need of development of subject matter knowledge, teaching strategies, teaching methods or instruction.

1.3.5 In order to be selected as a peer coach, a teacher must possess the following requisite minimum qualifications:

1.3.5.1 A credentialed teacher with permanent status;
1.3.5.2 Four (4) years of recent classroom teaching experience;

1.3.5.3 Demonstrated exemplary teaching ability as provided by Education Code Section §4450.1(c) the consulting teacher shall have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts and reflected in the applicant’s performance evaluations;

1.3.5.4 Effective leadership skills.

1.3.5.5 Ability to work cooperative and effectively with other staff members.

1.3.5.6 Willingly to participate in Peer Coach Training.

1.3.6 Peer coaches shall be selected in the following manner:

1.3.6.1 Candidates must file an application with the Panel

1.3.6.2 Panel members may observe candidates for peer coach performing in their classrooms prior to the selection. Observations will be arranged with the site administrator and the candidate.

1.3.6.3 The Panel may establish additional procedures for selecting peer coaches, which shall be made known in advance to all candidates.

1.3.6.4 Selection of a peer coach shall be by majority vote of the Panel.

1.3.7 Coaches shall have responsibility for two (2) teachers. Peer coaches shall be required to spend a minimum of one (1) hour per week of contact time with each teacher the coach is assigned to assist.

1.3.8 Teachers participating in the PAR Program may select his or her coach from the list of coaches provided by the PAR Panel.
1.3.9 The peer coach and participating teacher shall prepare an Individual Assistance Plan, which outlines the assistance to be provided as well as timelines.

1.3.10 Teachers who function as a peer coach shall receive a stipend of $1,000 per semester. If more than one teacher is assigned to the peer coach, the coach will receive an additional $1,000 per assigned teacher per semester.

1.3.11 PAR Panel members are not eligible to be Peer Coaches while they serve as Panel members.

1.4 **Referred Permanent Teacher Peer Assistance Program**

1.4.1 The purpose of this Program is to provide assistance and renew quality teaching and offer remediation to permanent teachers whose performance has been evaluated as “unsatisfactory” in either subject matter knowledge, teaching strategies, teaching methods or instruction by the principal or designated evaluator. In addition, it shall be the obligation of the Panel to report the results of this intervention to the County Superintendent.

1.4.2 This Program shall be limited to addressing those areas of performance set forth in the evaluation document listed as “unsatisfactory” encompassed in the areas of subject matter knowledge, teaching strategies, teaching methods or instruction.

1.4.3 Assistance provided by the peer coach shall focus on the specific areas recommended for improvement by the participating teacher’s evaluator based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR Program.

1.4.4 Assistance and remedial efforts and activities shall be intense and multifaceted, and shall be preceded by a conference in the spring of the year when the teacher receives
the “unsatisfactory” evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and coach, to begin the development of an Individual Assistance Plan. If the permanent teacher so desires, the Association shall provide representation in this meeting.

1.4.5 The assistance shall be provided by peer coaches under this Article and shall be closely monitored by the PAR Panel.

1.4.6 The course of assistance shall include one or more of the following:

1.4.6.1 Multiple classroom observations by the peer coach;

1.4.6.2 Assistance specific to the area of subject matter knowledge, teaching strategies, teaching methods or instruction which has been evaluated to be “unsatisfactory” or other areas deemed in need of assistance by the peer coach during the period of assistance.

1.4.6.3 Opportunities for the teacher receiving assistance to observe exemplary practice, either by the peer coach or other exemplary teachers;

1.4.6.4 County office provided professional development opportunities;

1.4.6.5 Conference attendance, often in the company of the peer coach, to facilitate reflection on how this experience fits into the Individual Assistance Plan;

1.4.6.6 Other forms of assistance which the peer coach and the Panel may provide; and

1.4.6.7 The parties understand that every possible subject matter competency may not be available within the corps of coaches, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the peer coach shall maintain prime
responsibility for the Individual Assistance Plan, but may function more like a case carrier who assures the availability of appropriate resources.

1.4.7 Communication and consultation with the principal/evaluator shall be ongoing.

1.4.8 Nothing in this article precludes the principal/evaluator or county office from doing observations and evaluations or from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher’s fulfillment of his or her professional obligations.

1.4.9 Written peer review reports will be submitted to the Panel by the Peer Coach every six (6) weeks. The coach will share all written and verbal evaluation reports during a conference with the teacher, prior to submission to the Panel. A copy of the written reports will be provided to the principal/evaluator.

1.4.10 The peer coach shall submit an oral and written final report regarding the teacher’s participation in PAR to the Panel no later than March 15. This report shall describe the measures of assistance provided to the teacher and describe the results of the assistance in the area or areas recommended for improvement. The final report shall become a part of the permanent teacher’s personnel file. The teacher shall have the opportunity to attach his or her comments.

1.4.10.1 The teacher and principal/evaluator may be present for the coach’s presentation and will be given an opportunity to respond to the report.

1.4.11 The Panel shall deliberate whether:

1.4.11.1 The teacher is now “proficient” in the areas evaluated, or
1.4.11.2 The Panel and peer coach do not consider that further assistance and remediation will be successful with reasons in support of this conclusion.

1.4.11.3 While the term of this assistance shall normally be for one school year, the assistance may be extended to a second year if the Panel believes progress is being made, although the permanent teacher may not have returned to a “proficient” level of performance.

1.4.12 The deliberations of the Panel shall be closed and confidential. Panel decisions shall be based on the information provided by the coach, the principal/evaluator, and the referred permanent teacher or his or her Association representative.

1.4.13 Neither the teacher, coach, nor principal/evaluator may be present during deliberations of the Panel, which are confidential. The Panel may request additional information from any teacher involved in the Program.

1.4.14 The decision of the Panel shall be reported to the teacher, the coach, the principal/evaluator, and the Association representative (if requested by the teacher), in conference with the Superintendent or designee.

1.4.15 The Panel shall report their findings to the Superintendent.

1.5 **Referred Permanent Teacher Due Process Rights**

1.5.1 The referred permanent teacher shall be entitled to review all reports generated by the peer coach prior to their submission to the Panel and to have affixed thereto his or her comments. To effectuate this right, the peer coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.
1.5.2 The referred permanent teacher shall have a right to be represented by the Association in any meetings of the Panel to which they are called, and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.

1.5.3 The referred permanent teacher shall have the right to timely review reports.

1.5.4 The referred permanent teacher shall have the right to present reasons why a specific peer coach should be replaced and another coach substituted and to have those reasons considered.

1.5.5 A referred permanent teacher shall not have access to the grievance process to challenge the content of reports, or decisions by the Panel, but may file responses, which shall become part of the official record of the intervention.

1.5.6 This Program in no manner diminishes the legal rights of bargaining unit members.

1.6 Voluntary Teacher Peer Assistance Program

1.6.1 A teacher may volunteer for the peer assistance program. The PAR Panel will determine whether the teacher may participate in the program. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any voluntary participants.

1.6.2 The coach and teacher will meet to determine the volunteer teacher’s needs and jointly develop an Individual Assistance Plan. This plan will draw from the course of assistance that is available through the PAR Program enumerated in 1.4.6 and include timelines.
1.6.3 Coaches will provide oral and written feedback documentation to the volunteer teacher. Communication between a voluntary participant and his or her coach concerning participation in the Program shall remain confidential.

1.6.4 Documentation will not be placed in the personnel file only so long as participation continues to be on a voluntary basis.

1.6.5 The volunteer teacher may terminate his or her participation in the Program at any time.

1.7 Beginning Teacher Peer Assistance Program

1.7.1 Beginning Teachers may participate in the peer assistance program with the approval of the PAR Panel. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any beginning teacher participants.

1.7.2 The coach and teacher will meet to determine the beginning teacher’s needs and jointly develop an Individual Assistance Plan. This plan will draw from the course of assistance that is available through the PAR Program enumerated in 1.4.6 and include timelines.

1.7.3 Coaches will provide oral and written feedback documentation to the beginning teacher. Communication between a beginning teacher and his or her coach concerning participation in the Program shall remain confidential.

1.7.4 Documentation will not be placed in the personnel file.

1.8 Professional Development/Coaching Program

1.8.1 Any teacher may participate in the Professional Development Coaching Program with the approval of the PAR Panel.
1.9 **Miscellaneous Provisions**

1.9.1 Expenditures for the Program shall not exceed revenues received from the state for the PAR Program.

1.9.2 Funds shall be set aside to allow for release days and/or conferences as developmental tools for teachers and peer coaches assigned to the Program.

1.9.3 It is the intent of the county office and Association that this Article remain in effect for as long as specific state funding for the California Peer Assistance and Review Program for Teachers is received by the county office. If state funding for the PAR Program is eliminated, this Article shall expire and have no force or effect without the need for further action by either the county office or the Association. The county office shall notify the Association in writing that the PAR Program has been eliminated.

1.9.4 The county office and Association agree that this Article shall be reopened if either the Education Code Section §44500 et. seq. or the State’s implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement.

1.10 **Superintendent Review of Recommendations by Panel:** Nothing herein shall preclude the Superintendent from examining information which he/she is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.

1.11 **Retention of Education Code Rights:** Nothing herein shall modify or in any manner affect the rights of the Superintendent/County Office or teacher under provisions of the Education
Code relating to employment, classification, retention or non-reelection of certificated staff.

1.11.1 Nothing herein shall modify or affect the county office’s right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section §44938.

1.12 **Hold Harmless:** The county office shall hold harmless the members of the PAR Panel and the peer coaches for any liability arising out of their participation in this Program as provided by Education Code Section §44503(c). All legal costs for the above will be borne by the county office.

1.13 **Confidentiality:** All proceedings and materials related to the administration of this program shall be strictly confidential. Therefore, Panel members and coaches may disclose such information only as necessary to administer the Program.

1.14 **Records:** Documents and writings relating to an employee’s participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et. seq.).

1.15 **Non-Management/Supervisory Status:** Functions performed by teacher Panel members and/or peer coaches pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

1.16 **Association Representation:** A participating teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

1.17 Either Party may reopen this Article after one (1) year of implementation or sooner by mutual agreement.
1. In the County Office Special Education classroom, the class size shall not exceed an enrollment of ten (10) students, without compensation as listed in this article. This excludes those members that have itinerant caseloads such as Independent Study, RSP, DIS services, home/hospital, or home instruction.

2. In the Kings Community School classrooms, the homeroom/first period class size shall not exceed an enrollment of 20 students, without compensation as listed in this article. This excludes those members that have itinerant caseloads such as Independent Study, RSP, DIS services, home/hospital or home instruction.

3. In the J.C. Montgomery School classrooms, the homeroom/first period class size shall not exceed an enrollment of 20 students, without compensation as listed in this article. This excludes those members that have itinerant caseloads such as Independent Study, RSP, DIS services, home/hospital or home instruction. For the 2013-2014 School Year and thereafter, J.C.M. homeroom/first-period class size shall not exceed an enrollment of 25 students without compensation as listed in this article.

4. In the Speech-Language Specialist’s caseloads, the caseload size shall not exceed an enrollment of 60 students (Direct service, not on consult) without compensation as follows:
   - 10 over 60 = $500.00 Stipend per year ($55.00 per month)
   - 15 over 60 = $750.00 Stipend per year ($83.00 per month)
   - 20 or more over 60 = $1000.00 Stipend per year ($111.00 per month)
Speech students must be enrolled as direct service and on the therapist’s caseload each month in order to qualify.
5. In the Adapted Physical Education caseloads, the caseloads shall not exceed an enrollment of 45 students (Direct service, not on consult) without compensation as follows:

- 5 over 45 = $500.00 Stipend per year ($55.00 per month)
- 10 over 45 = $750.00 Stipend per year ($83.00 per month)
- 15 over 45 = $1000.00 Stipend per year ($111.00 per month)

APE Students must be enrolled as direct service and on the specialist’s caseload each month in order to qualify.

6. In the County Office Special Education and SELPA preschool classrooms, when student enrollment exceeds ten (10) students per month, a flat rate of one hundred dollars ($100.00) per month will be allotted for every month that the enrollment exceeds then (10) students. This excludes those members that have itinerant caseloads such as Independent Study, RSP, DIS services, home/hospital, or home instruction.

7. To be eligible for the class size overage compensation, a teacher must be in paid status at least 75% of the contract year. Payment for overages shall be included in the June 30th pay warrant. Unit members employed less than full time will be compensated at a pro-rated amount.

8. Compensation for those classrooms which exceed the enrollments specified above shall be calculated annually as follows:

- On the last working day of each calendar month from August through April, eligible bargaining unit members will submit:
  1. A list of names of students enrolled in their class on the final instructional day of the month,
  2. A total number of students, and
  3. The teachers signature and verification of the actual enrollment on that day

- The roster is due to the site secretary no later than the 15th of the following month. Reminder notices will not be distributed to bargaining unit members. If a bargaining unit member fails to submit the daily roster by the 15th of the month, the enrollment for that point will not count in the annual total. The deadline may be extended by the site administrator for staff with extenuating circumstances (i.e. recent hospitalization, death of an immediate family member, etc.). Eligible bargaining unit members will be responsible for insuring the accuracy of the roster.

- If a unit member is aware of a discrepancy in the data base system used for enrollment/attendance, he/she must note this on the submitted roster.

- The site secretary will maintain an excel spreadsheet with the nine (9) point daily overages from August through April. The JCM secretary will maintain an excel spreadsheet with the ten (10) point daily overages from July through April. After May 15th, the site secretary will tabulate the total overages and submit the spreadsheet to payroll.

- For amounts which exceed the enrollments as specified in this Article, a payment of $55 per student per the nine (9) points in time will be issued. At JCM, a payment of $55.00 per student per the ten (10) points in time will be issued.
APPENDIX O: SUMMARY OF EDUCATION EMPLOYMENT RELATIONS ACT

A Summary of the Education Employment Relations Act (EERA)

The purpose of the Education Employment Relations Act (also known as the Rodda Act after Senator Rodda who authored the legislation) is to promote the improvement of employer-employee relations within the public school system. It provides a uniform basis for recognizing the right of public school employees to join organizations of their own choice, to be represented by organizations in the professional and employment relationships with public school employers. It allows employees to select one organization as the exclusive representative of the employees in an appropriate unit and provides certificated employees a voice in the formation of educational policy.

The EERA establishes the right of public school employees to form, join, and participate in activities of the employee association for the purposes of representation on all matters of employer-employee relations. The EERA limits the scope of representation to matters relating to wages, hours of employment, and other terms and condition of employment. “Terms and Condition of employment” includes health and welfare benefits, leaves, transfer and reassignment policies, safety conditions, class size, evaluation procedures, organizational security and the layoff procedures.

The entire EERA is included in Sections 3540-3549.9, Chapter 10.7, Division 4, Title I of the Government Code.
APPENDIX P: SUMMARY OF MORRISON VS. STATE BOARD OF EDUCATION (1969)

Morrison Standard Statement

Per the results of *Morrison v. State Board of Education*, the following categories will be considered pursuant to Education Code 44932 regarding the grounds for the dismissal of a teacher:

(a) The likelihood the conduct may adversely affect students or fellow teachers.
(b) The degree of such adversity.
(c) The proximity or remoteness in time of the conduct.
(d) The type of teaching certificate held by the party involved.
(e) The existence of extenuating or aggravating circumstances, if any, surrounding the conduct.
(f) The praiseworthiness or blameworthiness of the motives resulting in the conduct.
(g) The likelihood of recurrence of the questioned conduct.
(h) The extent discipline may cause adverse impact or chilling effect upon the constitutional rights of the teacher involved or other teachers.
KINGS COUNTY OFFICE OF EDUCATION/KINGS TEACHERS ASSOCIATION
PLAN OF ASSISTANCE FOR IMPROVEMENT

<table>
<thead>
<tr>
<th>NAME:</th>
<th>PROGRAM</th>
<th>EFFECTIVE DATE</th>
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</table>


I understand this Plan of Assistance for Improvement will be placed in my personnel file two months from its effective date. I also understand that a conference with my immediate supervisor/evaluator will be held approximately six weeks after the effective date of this Plan of Assistance for Improvement to determine which one of the three options listed below will occur. I further understand that my cooperation will be a factor in determining whether I have satisfactorily met this Plan of Assistance for Improvement.

1. Identification that deficiencies have been remediated and the Plan of Assistance for Improvement is concluded.
2. Satisfactory progress has been noted, but not all deficiencies have been remediated so the Plan of Assistance for Improvement is continued with new target dates established.
3. Standards of expected performance have not been met. The provisions of Article XIV Evaluation Procedure and Article XXI: Just Cause, Due Process and Progressive Discipline will continue to be followed as appropriate and applicable.
SIGNATURES acknowledging the Plan of Assistance for Improvement:

Employee ___________________________ Date ___________________________

Evaluator ___________________________ Date ___________________________

Evaluator ___________________________ Date ___________________________

Evaluator’s Supervisor ___________________________ Date ___________________________

Assistant Superintendent of Human Resources ___________________________ Date ___________________________

I, ___________________________ the employee, understand that my signature above indicates I have been fully informed of the results of the Plan of Assistance for Improvement. It does not necessarily mean I am in agreement. I also understand that I may write a response for my personnel file within five (5) working days from the time this Plan of Assistance for Improvement is officially stamped and placed in my personnel file.

1. Identification that deficiencies have been remediated and the Plan of Assistance for Improvement is concluded.
2. Satisfactory progress has been noted, but not all deficiencies have been remediated so the Plan of Assistance for Improvement is continued with new target dates established.
3. Standards of expected performance have not been met. The provisions of Article XIV Evaluation Procedure and Article XXI: Just Cause, Due Process and Progressive Discipline will continue to be followed as appropriate and applicable.

SIGNATURES acknowledging the RESULT of the Plan of Assistance for Improvement is option number ________ as shown above.

Employee ___________________________ Date ___________________________

Evaluator ___________________________ Date ___________________________

Assistant Superintendent of Human Resources ___________________________ Date ___________________________

Evaluator’s Supervisor ___________________________ Date ___________________________
Evaluator COMMENTS on results of the Plan of Assistance for Improvement:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Employee COMMENTS on results of the Plan of Assistance for Improvement:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
APPENDIX R: TEACHER OF RECORD STIPEND REQUEST

Teacher of Record Stipend Request

Employee Name: ___________________________ KCOE ID#_________________________

Date of Coverage: ________________ Absent Teacher: ____________________________

Check one:  □ Half Day (less than 3 ½ hours)   □ Full Day (3 ½ hours or more)

Guidelines for Teacher of Record:
1. Obtain prior approval from administration and notify office staff. Admin initial ______
2. Inform the class that you are the teacher of record for the day/half day.
3. Ask for student health and safety concerns.
4. Ask for break and lunch schedules of classified staff.
5. Check-in with the class hourly at minimum (be available by phone for immediate support)
6. Combine classes at your discretion with permission of site administrator.
7. You are responsible for all students (in both classes) until they have departed for the day.
8. Alert class(es) when you take a break.

_____________________________        ________________  ___________________________        ________________
Employee’s Signature        Date        Administrator’s Signature        Date

\FORMS\Teacher of Record Stipend Request 5-17.docx