

Agreement

Between

Pine Ridge Teachers Association CTA / NEA

And the

Pine Ridge Elementary School District

July 1, 2018 – June 30, 2020

Last printed 1/15/02
Last printed 2/2003
Last printed 6/2004
Last printed 3/3/05
Last printed 5/10/06
Last printed 12/10/08
Last printed 6/10/09
Last printed 11/5/09
Last revised 2/10/12
Last revised 1/3/13
Last revised 3/10/14
Last revised 4/1/15
Last revised 2/29/16
Last revised 6/30/19

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Article I**Agreement**

1. The articles and provisions contained herein constitute a binding agreement ["Agreement"] by and between the Governing Board of the Pine Ridge School District ["Board"] and the Pine Ridge Teachers Association ["Association"] an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Governing Code ["Act"]

Article II

Recognition

1. The District recognizes the Association as the exclusive representative for the certificated employees, excluding employees who are management, confidential, supervisory, temporary or substitutes.

Article III**District Rights**

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times of operation; determine the kinds and levels of services to be provided; and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operation; determine the curriculum; build, move or modify facilities; establish budget procedure and determine the budgetary allocation; determine the methods of raising revenue; contract out work; and take action on matters in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited by the terms and conditions of this Agreement, and then only to the extent such terms and conditions are in conformance with law.
3. The declaration of an emergency shall be limited to natural disasters and/or events over which the District has no control. In no event shall the District declare an emergency in order to evade the provisions of this Agreement.
4. The exercise of the discretionary powers reserved to the District by this provision shall not be subject to review by an arbitrator nor subject to the grievance procedure, except that an arbitrator shall have the authority to determine the applicability of this article to any dispute regarding the violation or application of this Agreement.

Article IV**Definitions**

1. “Bargaining 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.
2. “Immediate family” as defined by the Education Code of the State of California section 44985. Immediate family shall include husband or wife of employee, father, mother, children, sisters and brothers of the employee, or of the employee’s spouse, and other persons who may be members of the household.
3. “Daily Rate of Pay” means the teacher’s annual salary divided by the number of days he/she is required by the Board to be present at school.
4. “Hourly Rate of Pay” means the daily rate of pay divided by seven and one half (7.5).
5. “Day” means any day during which a bargaining unit member is contracted to work as specified on the Districts negotiated school calendar. The time in which an act is provided in the agreement to be completed will be computed by excluding the first day and including the last day, unless the last day is a holiday or other day on which the bargaining unit member is not contracted to work and then it is also excluded.

Article V**Non-Discrimination**

1. The Board shall not discriminate against any teacher on the basis of race, color, creed, age, sex, national origin, political affiliation, marital status, physical handicap, sexual orientation and membership in an employee organization or participation in the activities of an employee organization.
2. The Board shall not engage in any activity that is arbitrary, capricious or discriminatory with regard to any certificated employee.
3. It shall be unlawful for a public school employee to:
 - a. Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by Chapter 10.7 of Title I of the Government Code.
 - b. Deny to employee organizations rights guaranteed to them by Chapter 10.7 of the Government Code.
 - c. Refuse or fail to meet and negotiate in good faith with an exclusive representative.
 - d. Dominate or interfere with the formation, or contribute financial support to encourage employees to join any organization in preference to another.
 - e. Refuse to participate in good faith in the impasse procedure set forth in Article 9 (commencing with Section 3548).
4. It shall be unlawful for an employee organization to:
 - a. Cause or attempt to cause a public school employer to violate Section 3543.5.
 - b. Impose or threaten to impose reprisals against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by Chapter 10.7 of the Government Code.
 - c. Refuse or fail to meet and negotiate in good faith with a public school employer or any of the employees of which it is the exclusive representative.

Article VI**Negotiation Procedures**

1. The Association and the District shall present their interest statements in any reopener or successor contract negotiations by no later than the April meeting of the Board.
2. The Association and the Board may utilize the services of outside consultants to assist in the negotiations.
3. The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
4. Negotiations shall take place at mutually agreeable times and places.
5. The Association shall designate two (2) representatives who shall receive a reasonable amount of release time as agreed upon by both parties.
6. The Board shall furnish the Association upon request with one (1) copy of county or state reports as soon as they are transmitted to the county or state, and a copy of budgetary and other information it produces that is necessary for the Association to fulfill its role as the exclusive bargaining representative.
7. Upon request, the Board shall furnish the Association with the placement of certificated personnel on the respective current salary schedule.
8. The District will post the collective bargaining agreement and salary schedules, including appendices for extra pay on the District website within 30 days of ratification, or as soon thereafter as is reasonably possible. This provision is not subject to the grievance article.

Article VII

Grievance Procedure

Definition

1. A "grievance" is a claim by a member of the unit or by one or more members of the unit that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
2. An "aggrieved person" is the person or persons making the claim that the contract has been violated.

Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to the problem. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Procedure

1. Level One: Within twenty (20) days after the aggrieved person knows or reasonably should have known of the grievance, he/she shall first discuss the grievance with the principal/superintendent. The discussion may be direct or through the Association's designated grievance Representative with the objective of resolving the matter informally.
2. Level Two: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no written decision has been rendered within ten (10) days after he/she first met with the Superintendent, he/she may, within ten (10) days after a decision by the Superintendent, request in writing, that the Association submit his/her grievance to the Board. The Board will have twenty (20) days to render a decision.
3. Level Three: if the grievant and/or the Association are not satisfied with the decision at Level Two, the Association and the grievant shall have the right to appeal the matter to Level Three- mediation within fifteen (15) days of the decision rendered by the Superintendent or his/her designee by submitting such appeal in writing to the Superintendent or his/her designee. The parties shall endeavor to agree upon a mediator. If the parties cannot mutually agree on a mediator within fifteen (15) days of submitting a request for mediation, the State Mediation and Conciliation Service will be contacted to obtain the services of a mediator. After a mediator has been assigned the mediation process shall normally occur within 20 days. If the grievance is resolved

in mediation, the resolution shall be specified in writing and the resolution shall be final and binding on the parties.

4. Level Four: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or no written decision has been rendered by the Board within twenty (20) days after he/she has submitted his/her grievance to the Board and the matter was not submitted to mediation, or if it was, it was not otherwise settled at mediation under Level Three, he/she may request in writing that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he has had an opportunity to hear the merits of the grievance.
5. The unit, either on its own behalf or on the behalf of the affected teachers, may initiate a grievance, which affects more than one teacher.
6. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the State Conciliation Service. In any event, the parties will then be bound by the rules and procedures of the State Conciliation Service in the selection of an arbitrator and the arbitrator shall proceed under the Rules of said Association.
7. The arbitrator's decision will be in writing and set forth his/her findings of fact, reasoning and conclusions on the issues submitted. It is agreed that the arbitrator is empowered to include in any award such financial reimbursement or remedies as he/she deems to be proper. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties to this Agreement.
8. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne by the losing party. All other costs will be borne by the party incurring them.

Miscellaneous

1. Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the president of the Association. Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties in interest.

2. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be shared equally.

Article VIII

Leaves

The District agrees to provide for each teacher, certain leaves provisions provided for in the Education Code of the State of California that exist as of the implementation of this Agreement and any future amendments enacted by the state legislature:

1. Sick leave for a period of ten (10) days per year, accumulative.
2. Three (3) days in cases of bereavement or serious illness occurring in the immediate family, not to be charged against sick leave. An additional three (3) days making a total of six (6) days shall be allowed where death of an immediate family member requires travel over three hundred (300) miles in one direction.
3. Pregnancy Disability Leave: Each female employee shall be entitled to a paid leave of absence for the period of time she is required to be absent on account of physical incapacity due to pregnancy or childbirth or conditions related thereto, in the following manner:
 - a. The employee shall be entitled to use sick leave and/or differential pay benefits on the same basis provided for any other illness or injury. However, in no event shall paid leave exceed the period of the employee's current sick leave entitlement plus five (5) school months.
 - b. The period of leave including the day upon which the leave shall begin and end shall be determined by the employee and her doctor. A statement from the employee's doctor as to the expected beginning and ending dates of such leave shall be filed with the Superintendent with as much advance notice as possible before the beginning of the leave.
 - c. The date of the employee's return to service shall be based upon her doctor's analysis and a written statement of the employee's physical ability to render service and upon the absence of any physical disability.
4. Sick leave may be used in cases of personal necessity for:
 - a. Death of a member of immediate family.
 - b. Accident, involving his person or property, or the person or property of a member of his immediate family.
 - c. Death of individuals other than immediate family members. This leave is limited to two days per school year.

- d. An illness or unusual circumstance involving a member of the employee's immediate family which, under the circumstances, the employee can not reasonably be expected to disregard and which required the attention of the employee during his/her assigned hours of service.
 - e. Appearance in court as a litigant; or as a witness under an official order.
5. The Board shall grant the unit members a maximum of five days per year of personal leave which shall be subtracted from their accrued sick leave, to be used for reasons other than those contained in the Education Code under Personal Necessity Leave. The Superintendent shall approve all such leaves prior to use.
6. Jury Duty – Unit members shall be granted leave without loss of pay to serve as a juror. Any compensation less any mileage expense received for serving, as a juror shall be endorsed over to the district. The unit members' compensation for any days of absence for the above purpose shall not be in excess of or less than the member's daily regular pay.
7. Family Care and Medical Leave – Unit members shall be granted family care and medical leave in accordance with current state and federal law. Employees taking this leave shall be reinstated in the same or a comparable position upon returning from family care leave, except as allowed by law. Family Care and Medical Leave is in addition to and supplemental to all other benefits.

Article IX

Layoff/Re-employment

Layoff/Re-employment procedure shall be accomplished in the manner set forth in the Education Code of the State of California.

Article X**Hours**

1. The teachers' instructional day is 8:00 am to ½ hour after the end of school bell. The teachers' educational responsibilities include but are not limited to: classroom instruction; planning, selecting and preparing materials; receiving and evaluating work of pupils; supervising pupils and providing leadership for organizations and activities within and outside the classroom; participation in Open House and Back-to-School Night activities; collaborating with colleagues in curriculum and other professional activities; and, within reason, making themselves available for staff meetings and consulting with students, parents and other staff members. The teachers will make every effort to ensure all teachers share equity of responsibility.
2. Minimum days shall be held the day prior to Christmas vacation, the last day of school and on parent conference days two (2) times per year. The Friday before Thanksgiving break will be a full-day with the teacher's day ending at 3:10 pm.
3. The teacher work year shall be one hundred eighty-four (184) days including two opening in-service days and two Staff Development Days.
4. The parties agree to meet and consult for the purpose of developing the calendar by no later than the March Board meeting of each school year.
5. The content of the two staff development days will be determined by a cooperative agreement between the principal and the teachers based on instructional program and student performance assessed needs and approved by the Board of Trustees no later than June 30th for the upcoming school year. More days may be granted if the Staff Development Plan designates the need and the annual budget allows. All certificated employees will be paid their daily rate for the two staff development days. Attendance is mandatory.
6. In an effort to ensure that teachers receive a reasonable period of time for preparation, teachers and administration will develop a schedule that incorporates flexibility and an opportunity for teachers to work collaboratively in a professional manner to team and free schedules without an additional cost to the district.

Article XI

Salary and Fringe Benefits

Salary

1. The certificated salary schedule will be attached to the Agreement as Appendix B.
2. Board Policy 4153 – Extra Pay for Extra Work is referenced and included in this Agreement with the intent that positions mentioned therein shall not be eliminated without bilateral agreement between the parties (Appendix A.)
3. One percent (1%) salary increment for every three units of professional development/graduate work over 75 units at Step 14 on the schedule is limited to 1% per year for a maximum of 5%. Superintendent's written approval prior to June 1st, is required. Subject Matter is to reflect recognized curricular and program needs and priorities. This language shall supersede all previous language.
4. Certificated employees may buy units for classes approved by the Superintendent for which the district has paid registration fees and/or for substitute teacher time and these units shall be used to advance on the salary schedule.

Benefits

1. The District agrees to select and fund CVT Plan 8A for health benefits for 2014-15 and into the future. Any employee selecting a plan that costs less than CVT Plan 8A will receive 100% of the difference between CVT Plan 8A and the employee selected plan up to \$200 maximum per month as a stipend. Any increases in Life Insurance/Income Protection will be paid by the district.
 - a. The certificated staff may select from the four plans from CVT Blue Cross Coverage. The district will pay the certificated teacher's monthly medical payment equivalent to CVT Plan 8A.
 - b. Vision Insurance – Vision Service Plan, Plan C with a \$7.50 deductible in the amount of \$25.22 monthly (2014-15).
 - c. Dental Insurance – Delta Dental – Standard incentive with unlimited annual maximum, Orthodontia for adults and children on a 70/30 basis, \$2000 maximum, and dental implants option V in the amount of \$157.44 monthly (2014-15).
 - d. Life Insurance provided by The Standard Insurance Company – at designated monthly cost.
 - e. Income Protection/Disability Insurance, Plan D for employee based on yearly salary provided by The Standard Insurance Company.
 - f. A part-time teacher working at least 50% but less than 75% of full-time assignment will be provided the health benefit package provided full-time

teachers upon the payment of 50% of the full-time premium through a payroll deduction. A part-time/permanent teacher working less than 50% of a full-time assignment is not eligible for the District paid health benefits, but has the option of “buying in” in accordance with the health care guidelines. (1/21/00)

Initial Placement

Upon initial employment by the District all newly employed teachers shall receive five (5) years of credit for prior service in a California public school district or other approved educational employer, toward placement on the salary schedule. Credit for one full year of experience shall accrue to a newly employed teacher for each prior school year up to a maximum of five (5) years (i.e. July 1 through June 30) during which he/she rendered the equivalent of one hundred thirty-six (136) regular full time teaching days of service in positions requiring certification.

Professional Incentive Stipend

1. The District will budget \$3000 annually for stipends to be awarded to selected teachers who undertake and complete an approved program of professional training during times outside of the regular school year (weekends, breaks, summer recess). Interested teachers will submit a training plan. The teacher will receive \$150 per day, to be paid at the completion of training. Included in the plan will be goals for instructional application/implementation and evaluation to take place within one year of training/completion. Applications will be made at least one month prior to the start of training, and will be awarded on the basis of the needs of the District, the appropriateness of the training for applicant teachers, and the potential for improving student performance. These stipends will be in addition to any staff development funds that are budgeted to all teachers. A Professional Incentive Committee composed of two (2) teachers and the Superintendent/Principal will meet as applications are received to determine alignment with curricular goals and to approve participation.
2. This stipend cannot be used to advance on the salary schedule. This is for professional development purposes only.

Interventions and After School Enrichment Activities

The hourly rate for after school enrichment activities will be \$25 per hour.

Staff Development Days

The teacher salary schedule reflects 182 teacher work days plus 2 staff development days. Any additional days scheduled according to the Staff Development Plan that is developed annually by the principal and the teachers and approved by the Board will be paid separately on the next pay period following the month in which they are served and will be designated as Defined Benefit Supplemental Plan paid days for the purposes of STRS. They will be paid at the employee's daily rate (annual salary divided by 184 days).

Article XII**Savings**

If any provisions of this Agreement or any application thereof is held by a court or tribunal of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court or tribunal decision, but all other provisions or applications shall continue to full force and effect.

Article XIII

Maintenance of Benefits

The Board shall not reduce or eliminate any benefits, which were enjoyed by teachers as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

Article XIV**Personnel Files**

1. A unit member will be provided a copy of any negative or derogatory material that is placed into his/her personnel file. The unit member will be given an opportunity to file a written response to such material. Said material will be placed in the employee's personnel file ten (10) days after the employee is given a copy of it. Any response will then be attached to the material in the employee's personnel file.
2. Any unit member shall be permitted to examine any material in his/her own personnel file upon request. Said unit member may have a representative present and may allow that person to review the material in the file.
3. Only the evaluatee, the representative as specified above, the Superintendent/Principal, the confidential office staff, and a legal quorum of the Board of Education members at a closed session meeting for personnel reasons following Brown Act requirements shall have access to personnel files.

Article XV

Miscellaneous Provisions

1. Any contract of employment between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
2. This Agreement shall supercede any rules, regulations or practices of the Board which are or may, in the future, be contrary to or inconsistent with its terms.
3. A teacher's notification to the Board that he/she intends to resign shall remain revocable until such time as the Board officially takes action on such notification.
4. A probationary teacher who has been employed by the district in a position or positions requiring certification for five complete consecutive school years and is then rehired for the next succeeding school year will become a permanent employee at the beginning of the sixth year. (10/01/03)
5. Vacancies on the teaching staff shall be opened to existing staff for application and interview prior to advertising outside of the school.
6. When a project is assigned to a teacher/s that demands a significant amount of time outside of the regular and adjunct duties of the teacher/s compensation will be agreed upon in advance between the teacher and the Superintendent/Principal or designee. Such compensation could be in the form of released time, classroom material purchase, or warrant pay.
7. As class numbers can fluctuate and impact class sizes, there may be times when teachers must assume sudden changes in teaching assignments. If a teacher or teachers is reassigned during the school year appropriate release time will be determined by the Superintendent/Principal and the teacher(s) involved.
8. It is agreed and understood that at the beginning of the school year, all teachers will meet with the Superintendent/Principal to agree on the various adjunct duties for the year. Teachers will agree to these duties, and a list will be on file in the Superintendent/Principal's office and submitted to the Board of Trustees at the September meeting. Teachers will have the right to decline one position after a period of two years or more of service in one area and elect to take another duty that has been held by another teacher for at least two years. As professionals it is understood that these duties are considered part of the regular compensation as determined by salary schedule placement and not subject to extra pay.
Adjunct Duties are:

Curriculum Council
 Pine Needle Festival
 Geography Bee
 School Site Council
 School Programs (Christmas and Spring Concert)
 Elective Day Coordination
 Negotiation Team

Adjunct Duties may be added or deleted as mutually agreed upon between the District and the Bargaining Unit.

9. In the interest of improving the Board's knowledge of what is happening in classrooms, the parties agree that the teachers will generate a calendar that ensures a minimum of one presentation per teacher per year. The Teacher who will be presenting will notify the Superintendent/Principal no later than Monday before the regular meeting to be held on Wednesday. A maximum of two teachers will present during the Oral Communication portion of the agenda for 5 – 10 minutes each. Presentations should be simple and emphasize student work.
 As schedules allow, Board members will visit classrooms on an informal basis during the school day.

10. The parties acknowledge that the District provides a new employee orientation meeting to all new certificated employees hired by the District. The Association will be provided not less than 10 calendar days' advanced notice of the time, date and location of the orientation, including the number of bargaining unit employees in attendance. The Association will be given fifteen (15) minutes as part of and at the end of the new employee orientation meeting for no more than two (2) representatives to present Association membership information. The Association agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with District activities. The District will provide the Association a digital file via email to the email address designated by the Association containing the following information to the extent the District has it on file:
 - Name
 - Job title
 - Department
 - Work location

- Work, home and personal cellular telephone numbers
- Personal email addresses (on file with the District) (new hires only)
- Home address

Such information will be provided as follows:

1. For new hires within 30 days of their hire date.
2. Regularly, for all bargaining unit employees within the month of January each year.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code section 3558 only, an employee may opt out via written request to the District (copy to the Association) to direct the District to withhold disclosure of the employee's:

- Home address
- Home telephone number
- Personal cellular telephone number
- Personal email address

Article XVI

Evaluation

The Association and the District developed a process for evaluation. This process was developed in 1994-95, revised in 1998-99, and will continue through the negotiation process (at all levels that is constructive and encourages professional growth).

Certificated employee performance shall be evaluated each year by the appropriate evaluation process, probationary or permanent, based on their status. The Superintendent/Principal shall assess competency as it reasonably relates to the California Professional Teaching Standards. If necessary, evaluations shall include recommendations as to areas of improvement in the employee's performance. If an employee is not performing satisfactorily according to district standards (California Professional Teaching Standards), the Superintendent/Principal shall also confer with the employee who receives an "unsatisfactory, does not meet standards" rating to participate in a program designed to improve performance, such as PAR.

Probationary Teachers

Within the first four weeks of initial employment probationary teacher shall be informed of the districts evaluation procedures and criteria by the Superintendent/Principal. Probationary teachers shall be formally evaluated at least twice a year with the 2nd evaluation completed no later than Mar 15. Each formal evaluation will be based on two formal observations. The two formal observations must total at least 60 minutes. At least two formal observations and one Superintendent/Principal and teacher conference after the first formal observation will take place before an "Unsatisfactory, Does Not Meet Standards" rating will be given on the Certificated Teacher Performance Appraisal.

Within ten school days of the formal observation the Superintendent/Principal shall conference with the teacher and will provide a written evaluation, which may include notation of any deficiencies and suggestions for improvement. The Superintendent/Principal shall offer the teacher positive assistance and strategies for improvement of job performance when performance is rated "Unsatisfactory, Does Not Meet Standard" on the Certificated Teacher Performance Appraisal. The teacher shall take action to correct any cited deficiencies.

Permanent Teachers

Permanent teachers will be evaluated based on informal observations that will total approximately 60 minutes in duration. Prior to giving a “Does Not Meet Standards” rating on the Certificated Teacher Performance Appraisal a Superintendent/Principal and teacher conference will take place.

All Certificated Teachers

All certificated teachers will meet prior to Oct 31 for a preconference between the Superintendent/Principal and teacher to discuss goals, standards, needs, and procedures. All certificated shall meet with the Superintendent/Principal to discuss and receive a written copy of their Certificated Teacher Performance Appraisal by the dates and procedures outlined in a Calendar of Evaluation Procedures.

Teachers shall have the right to respond in writing to their evaluation within ten (10) days after receipt of the written evaluation and discussion. This response shall become a permanent attachment to the employee’s file.

The Superintendent/Principal and teachers will adhere to a calendar of key dates for both probationary and permanent teacher evaluations.

Evaluation Tool

Pine Ridge Elementary School Certificated Teacher Performance Appraisal					
Teacher:				Date:	
Grade/Subject:					
Type of Evaluation:	Permanent		Probationary		Temporary
<i>Philosophy: Performance appraisal is a process designed to foster continuous professional improvement.</i>					
Performance Rating Scale					
YES - Meets standard IP - (In Progress) Progressing toward meeting the standard *UN - Unsatisfactory; Does not meet standard *(Improvement Plan Required; Teacher may be recommended for the District's Peer Assistance and Review Program (PAR) pursuant to E.C. 44500 et					
Standard 1: Teacher Engages and Supports All Students in Learning					YES/IP/UN
1.1 Connects students' prior knowledge, life experiences and interests with learning goals					
1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs					
1.3 Facilitates learning experiences that promote autonomy, interaction and choice					
1.4 Engages students in problem solving, critical thinking, and other activities that make subjects meaningful					
1.5 Promotes self directed, reflective learning for all students					
Goals:			Needs:		
Recommendations:			Commendations:		
Standard 2: Teacher Creates and Maintains Effective Environments for Student Learning					YES/IP/UN
2.1 Creates a physical environment that engages all students					
2.2 Establishes a climate that promotes fairness and respect					
2.3 Promotes social development and group responsibility					
2.4 Establishes and maintains standards for student behavior					
2.5 Plans and implements classroom procedures and routines that support student learning					
2.6 Uses instructional time effectively					
Goals:			Needs:		

Recommendations:	Commendations:
Standard 3: Teacher Understands and Organizes Subject Matter for Student Learning	
3.1 Demonstrates knowledge of subject matter content and student development	YES/IP/UN
3.2 Organizes curriculum to support understanding of subject matter	
3.3 Interrelates ideas and information within and across subject matter areas	
3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter	
3.5 Uses materials, resources, and technologies to make subject matter accessible to students	
Goals:	Needs:
Recommendations:	Commendations:
Standard 4: Teacher Plans Instruction/Designs Learning Experiences for All Students	
4.1 Draws on, and values, students' backgrounds, interests, and developing learning needs	YES/IP/UN
4.2 Establishes and articulates goals for student learning	
4.3 Develops and sequences instructional activities and materials for student learning	
4.4 Designs short-term and long-term plans to foster student learning	
4.5 Modifies instructional plans to adjust for student needs	
Goals:	Needs:
Recommendations:	Commendations:

Standard 5: Teacher Assesses Student Learning		YES/IP/UN
5.1 Establishes and communicates learning goals for all students based on district and state standards		
5.2 Collects and uses multiple sources of information to assess student learning		
5.3 Involves and guides students in assessing their own learning		
5.4 Uses the results of assessments to guide instruction toward student mastery of district and state standards		
5.5 Communicates with students/families about student progress		
Goals:	Needs:	
Recommendations:	Commendations:	
Standard 6: Teacher is Developing as Professional Educator (Professionalism)		YES/IP/UN
6.1 Participates in professional development activities		
6.2 Communicates effectively using oral and written language with parents/families		
6.3 Works collaboratively with colleagues, administrators and parents		
6.4 Maintains a professional appearance		
6.5 Possesses work habits that reflect punctuality, dependability, efficiency and accuracy		
6.6 Adheres to policies and procedures of the school and district		
6.7 Fulfills assigned duties and attends required meetings		
6.8 Achieves performance objectives in relationship to school and district aims		
Goals:	Needs:	
Recommendations:	Commendations:	
Additional Comments:		

Improvement Plan Required		For any Standard 1-6 with an <u>overall</u> rating of "UN," the evaluator must complete an Improvement Plan.
PAR Program Required		Teacher is required to participate in the District's Peer Assistance and Review (PAR) Program pursuant to E.C. 44500 et.Seq.
<p>Teacher's Statement: I hereby acknowledge that this evaluation has been discussed with me, that I have been provided written recommendations where improvement is indicated, and I understand that my signature does not necessarily mean that I agree with this evaluation. I also understand that this evaluation will be placed in my personnel file 10 working days after receipt, and I may submit a statement in writing (Employee Reflection Form) to be permanently attached to this document.</p>		
Teacher's Signature	_____	Date _____
Evaluator's Signature	_____	Date _____
Reviewer's Signature	_____	Date _____

Article XVII**Certificated Retiree Benefit Program**

- 1 To qualify for post employment retiree's benefits, an employee must be at least 55 years old and have worked as a full-time certificated employee for Pine Ridge Elementary School District for at least 15 years. Employees hired after January 1, 2006, will be eligible for 7 years of retirement benefits. Employees hired prior to January 1, 2006 are eligible for 10 years of retiree benefits. Eligible retirees (who qualify for benefits) and retirees who do not qualify for benefits, but wish to continue insurance coverage, will be included in a "Retirees' Group" for insurance purposes (2005-2006.)
- 2 District payments and coverage will cease when the retiree turns 65 years old.
- 3 The District will provide a maximum of \$1,000 per month toward a retiree health benefit package of the eligible retiree's choice based on available retiree plans.
- 4 All eligible retirees must be receiving retiree benefits from STRS immediately following retirement from the District and must continue to receive such benefits from STRS in order to be eligible for the retiree benefit coverage provided by the District.
- 5 The spouse of the deceased retiree in this program will be eligible to self-pay until the anniversary of the 65th birthday of the deceased retiree.
- 6 After age 65, the retiree will have the option to self-pay through the separate retiree program offered by Central Valley Trust, as long as the District is a member of the Trust.
- 7 If Medicare age requirements change, the age requirements will be revisited the year the change occurs or as soon as knowledge of the change is received.
- 8 Any unit member who is at least 55 years old and who retires but does not qualify for Certificated Retiree Benefit Program shall be entitled to continue his-her health and welfare benefit by paying the appropriate premium at the district designated time. The District agrees to inform potential retirees of the cost of payment, payment procedures, payment changes, and premium due dates.

Letter of Understanding

The PRTA and the District have acknowledged the need for shared decision-making. Shared decision-making involves staff, administration, Board, parents, students, and others who are stakeholders in the issue. An example of shared-decision making currently in place is staff and community participation in employee interview and selection. Stakeholders are encouraged to enter the process at the earliest possible stage. Administration will make an effort to involve appropriate stakeholders in the decision-making process.

Article XVIII**Term**

This Agreement will remain in full force and effect from July 1, 2018 through June 30, 2020 and shall remain in full force and effect until a successor agreement is reached by the Parties.

This constitutes a two-year contract without reopeners for the term of this Agreement.

Signatures

Board of Trustees Representative:



Pine Ridge Teachers Bargaining Unit
Representative:



Dated: 9-4-19

Dated: 9/3/19

Extra Pay for Extra Work

The District will grant a stipend, with Superintendent approval, for the certificated or non-certificated coach/director/coordinator of each of the following sports and other activities:

Sports:

Pep & Cheer	Yearly (non-competitive)	\$500
Volleyball	\$750 per team (up to 2 teams)	1,500
Football	\$750 per team (up to 2 teams)	1,500
Basketball	\$750 per team (up to 4 teams)	3,000
Track	Head coach = \$1,000 thru state meet; \$200 each up to 3 assistants thru qualifiers	1,600
Swimming	Head coach = \$300 first 14 students. \$200 each up to two coaches (2 nd coach up to 25 students; 3 rd coach if over 25 students).	800
Tennis		500
Cross country	Head coach = \$300 first 14 students. \$200 each up to two coaches (2 nd coach up to 25 students; 3 rd coach if over 25 students).	800
Ski/Bowl Coordinator	Teacher will stay at China Peak all day; unit member selected to stay at the school site will be the most senior applicant subject to annual rotation among requesting employees.	\$500

Other

Technology Rep		\$1,000
Yearbook	\$500 each up to two persons sharing duties	1,000
Drama	\$850 for Director ; \$350 each up to two assistants	1,550
Learners Workshop & Intervention	\$1,000 per teacher (Each Monday 3:15-4:00 pm)	4,000
Student Study Team	Eliminated when a full time Title I teacher is in place	500
Before-school supervision	Daily supervision in library	1,000
Student Council Advisor		1,000
History/Science Day		500

Overnight Fieldtrips:

Monday-Friday	Teacher on student supervision duty till 9:00 pm and on-call overnight	\$125/day
Saturday-Sunday	Teacher on student supervision duty till 9:00 pm and on-call overnight	\$225/day

Certificated teachers will have first choice of these programs and shall signify commitment in writing to the Superintendent prior to June 1 of the preceding year. All positions not filled by certificated employees will be open to classified employees and walk-on coaches. Prior satisfactory performance, fingerprint clearance, and certification requirements (if needed) may be factors for selection but will not guarantee selection. It shall be the responsibility Coach/Activity director to complete the written job duties for the position.

Policy adopted: November 5, 1942
 Revised: February 9, 2000
 **Revised: August 14, 2002
 ***Revised: December 13, 2005

Revised: November 12, 2007
 Revised: April 23, 2012
 Revised: March 10, 2014
 Revised: June 30th, 2019

**PINE RIDGE SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
2019-2020**

STEP	I	II	III	IV	V	VI
1	44898	47141	49499	51973	54573	57301
2	46130	48437	50861	53403	56073	58876
3	47400	49771	52258	54873	57616	60494
4	48702	51139	53694	56382	59199	62160
5	50044	52502	55172	57931	60828	63868
6	51417	53990	56689	59525	62500	65624
7	52833	55474	58248	61160	64218	67429
8		56999	59850	62841	65984	69284
9			61496	64569	67802	71190
10			63186	66346	69662	73146
11				68169	71579	75157
12				70044	73548	77225
13					75572	79349
14						81531

Experience increments are granted after the 14th, 19th, 24th, and 29th year. These increments are based on years of service and include those years credited at date of hire.

15	54287	58568	64922	71971	77651	83773
20	55779	60177	66708	73949	79787	86076
25	57313	61832	68543	75984	81979	88444
30	58890	63533	70427	78073	84235	90876

A one percent (1%) salary increment for every three units of graduate work over 75 units at Step 14 on the schedule is limited to 1% per year for a maximum of 5%. Superintendent's written approval prior to June 1 is required. Coursework is to reflect recognized curricular and program needs and priorities. This language shall supersede all previous language.

A.B.	DEGREE	1996-1997	3%	2004-2005	2.5%	2012-2013	0%
A.B.	15 units	1997-1998	1.67%	2005-2006	3%	2013-2014	2%
A.B.	30 units	1998-1999	1.5%	2006-2007	4%	2014-2015	0%
A.B.	45 units	1999-2000	2%	2007-2008	4.5%	2015-2016	2%
A.B.	60 units	2000-2001	9%	2008-2009	2%	2016-2017	2%
		2001-2002	0%	2009-2010	0%	2017-2018	2%
		2002-2003	2.25%	2010-2011	2%	2018-2019	3%
		2003-2004	0%	2011-2012	0%	2019-2020	2.66%

- Reflects 184 duty days which include 2 days of Staff Development
- \$500 for Master's Degree
- BOARD POLICY 4153 – Extra Pay for Extra Work – positions will not be eliminated without bilateral agreement

Effective Date July 1, 2019