



# ***COLLECTIVE BARGAINING CONTRACT***

**BETWEEN THE**

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**

**AND THE**

**NEVADA JOINT UNION HIGH SCHOOL**

**TEACHERS ASSOCIATION**

**JULY 2021-JUNE 2024**

*Updated: July 1, 2021*

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**ARTICLE 1**  
**AGREEMENT**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Nevada Joint Union High School District ("District") and the Nevada Joint Union High School Teachers' Association/CTA/NEA ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

**ARTICLE 2**  
**RECOGNITION**

- 2.1 The District recognizes the Association as the exclusive representative of all regular certificated employees, including all nurses, librarian/media teachers and counselors, Teachers on Special Assignment, as well as probationary certificated employees of the District, and excluding management, confidential and supervisory employees, substitutes, and Adult Education employees, as defined in the Act, for the purposes of meeting and negotiating.

**ARTICLE 3**  
**DEFINITIONS**

- 3.1 "Employee" refers to any employee who is included in the appropriate unit as defined in Article II and is therefore covered by the terms and provisions of this Agreement.
- 3.2 "Negotiable items" means employees' salaries, hours, health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, evaluation procedures, organization security, procedures for processing grievances.
- 3.3 "Right to consult" means employees shall have the right to consult on educational objectives, courses and curriculum, selection of textbooks and any other matters which are of concern to the board and the association.
- 3.4 "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all information, record data, worksheets and budgetary materials which may be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Act.
- 3.5 "Unpaid Leave of Absence" means that an employee shall receive no district paid fringe benefits, such as medical or dental, unless specifically granted by the board in its approval of leaves.
- 3.6 "School day" means the amount of time each day of classes during which students are required to be in school, unless otherwise provided for in this Agreement.
- 3.7 "Immediate family" means mother, father, brother, sister, daughter, son, step-mother, step-father, step-sister, step-brother, step-son, step-daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, foster son, foster daughter, foster parent, domestic partners (registered with the Secretary of State), and grandchildren.
- 3.8 "Daily Rate of Pay" means the annual rate of pay divided by the number of teacher contract days.

- 3.9 "Hourly Rate of Pay" means the daily rate of pay divided by five (5).
- 3.10 "Board" means the NJUHSD Board of Trustees.
- 3.11 "Extended Illness Leave" means illness or accident caused by illnesses only. Will not include nursing of infants.

**ARTICLE 4**  
**NON-DISCRIMINATION**

- 4.1 The District shall not discriminate against any employee on the basis of race, color, creed, age, sex, national origin, domicile, marital status, physical handicap, pregnancy, membership in an employee organization, or participation in the activities of an employee organization.
- 4.2 Employment application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

**ARTICLE 5**  
**ORGANIZATIONAL RIGHTS, PRIVILEGES AND SECURITY**

- 5.1 No reprisal, reprimand, or other action shall be taken against any member because of Association activities provided they are not contrary to statute or the terms of this Agreement.
- 5.2 Authorized representatives of the Association shall be permitted to transact official Association business on school property so as not to interfere with an employee's normal classroom functions.
- 5.3 The District shall place on the agenda of each regular Board meeting as an item for consideration under "new business" any matters brought to its consideration by the Association.
- 5.4 The District will provide the Association with the Board meeting agenda, minutes and related background information pertinent to employee functions and/or responsibilities (except for closed session items) at least 72 hours prior to the regular Board meetings, or 24 hours prior to special board meetings.
- 5.5 The Association shall have the right to make use of school buildings and communication facilities at all reasonable hours for the transaction of official association business with the advance permission of the District. The Association shall pay reasonable costs for supplies and use of copying equipment.
- 5.6 The Association shall have the right to use school bulletin board and intra-district mail service for legitimate association communications to its members.
- 5.6.1 The Association may be allowed to have up to two meetings per semester for the Association. These meetings would require the school district to go on an assembly day schedule so the meetings can take place during school hours while employees are in attendance. These meetings require a two- week notice to the District.
- 5.7 Teachers elected to offices in the California Teachers' Association, the National Education Association, and the Nevada Joint Union High School Teachers' Association shall have release time to perform the duties of the elected office in accordance with Association leave which may be found in the Leave Article found in this Agreement.

- 5.8 The District shall pay for a release period for the NJUHSTA President.
- 5.9 The Association shall have the sole and exclusive right to District payroll deduction for membership dues for employees in the bargaining unit. The District shall pay said deducted dues to the Association within a reasonable time thereafter.
- 5.10 The Association may appoint up to four (4) members to the District Budget Committee.
- 5.11 The District and the Association agree to meet and consult on the District's Local Control Accountability Plan (LCAP) consistent with the requirements of Assembly Bill 1611.
- 5.11.1 The District and the Association will negotiate the impacts, if any, on working conditions and compensation resulting from the implementation of the strategies defined in LCAP.
- 5.11.2 The District and the Association will negotiate the impacts, if any, on working conditions and compensation resulting from the implementation of the goals defined in the District's Strategic Plan.
- 5.12 The District will provide written notice to the Association any time there is a proposed change to matters that fall within the scope of bargaining, including but not limited to LCAP.
- 5.13 The District shall provide New Employee Orientation for all new certificated employees represented by the Association. If this Orientation occurs prior to the contracted work year, new employees shall be paid the six (6) "floating" professional development hours outlined in Article 12.1.1 *or* paid the contracted hourly rate for the required hours of this day with the submission of an extra-duty timesheet. The Association shall be entitled to up to ninety (90) minutes during this day to meet with new unit members. If a mid-year hiring occurs that exceeds three (3) new certificated unit members, the Association shall be entitled to meet with the new members for up to ninety (90) minutes on the next District in-service day if occurring prior to the next New Employee Orientation.
- 5.14 Upon the hiring of all new certificated employees represented by the Association, the District shall immediately notify the Association of all employee information as defined by law. The District shall also immediately notify the Association of any change of status for current NJUHSTA-represented certificated employees. Updated information on all current certificated employees shall be provided quarterly to Association without request.

## **ARTICLE 6**

### **PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- 6.1 Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the employee each month for ten months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

- 6.2 With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made.
- 6.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 6.4 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.
- 6.5 The Association hereby indemnifies the District and holds it harmless against any and all suits, claims, demands, and liabilities that shall arise out of, or by reason of, any action taken, or not taken, by the District for the purpose of complying with any provision of this section in a response to an official written request or demand by the Association.

## **ARTICLE 7** **GRIEVANCES**

### **7.1 Definitions:**

A "grievance" is an allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the Administrative regulations and procedures of this School District are not within the scope of this procedure.

A "grievant" is any unit members(s) covered by the terms of this Agreement or the Association.

A "day" is any work day for a bargaining unit member.

The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to administer grievances.

### **7.2 Informal Level:**

Before filing a formal grievance, the grievant should attempt to resolve it by an informal conference with his immediate supervisor.

A grievant may be accompanied by an Association Representative at the informal level.

### **7.3 Formal Level I: Immediate Supervisor**

7.3.1 Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing on the appropriate form to his immediate supervisor. This statement shall be a clear concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought. The administrator shall communicate his decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time

limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

7.4 Formal Level II: Superintendent or His/Her Designee

- 7.4.1 If the grievant is not satisfied with the decision at Level I, or if no decision has been rendered within the timelines specified in Level I above, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent or his/her designee. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or his/her designee shall communicate his decision to the grievant within ten (10) days. If the Superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

7.5 Formal Level III: Board of Education

- 7.5.1 If the grievant is not satisfied with the decision at Level II, or if no decision has been rendered within the timelines specified in Level II above, he/she may appeal the decision in writing within ten (10) days to the Board of Education. The Board has twenty (20) days within which to provide the grievant an opportunity to meet with the Board in executive session for the purpose of resolving the grievance.

7.6 Formal Level IV: Mediation

- 7.6.1 If the grievance is not resolved at Level III, or if no decision has been rendered within the timelines specified in Level III above, the grievant or the Association may, within ten (10) days of the District's decision at Level III, refer the grievance to a neutral mediator.
- 7.6.2 If the parties agree to mediate the grievance, the Association shall request the service of a mediator from the California State Mediation/Conciliation Service for the purpose of assisting in an attempt to resolve the dispute.
- 7.6.3 If the parties reach an agreement resolving the grievance, the agreement shall be reduced to writing and signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of that grievance.
- 7.6.4 In the event that the grievant, the Association and the District are unable to resolve the grievance with the mediator's assistance, the Association shall have fifteen (15) days from the end of the mediation process to proceed to Level V (Arbitration).
- 7.6.5 All discussion and any proposals offered by any party during mediation shall remain confidential and shall not be admissible for any reason during arbitration.

7.7 Formal Level V: Binding Arbitration

- 7.7.1 If the grievant is not satisfied with the disposition of his/her grievance at Level IV, or if no written decision has been rendered within ten (10) days after the final meeting with the Mediator, he/she may submit a written request for arbitration to the Association. The decision on whether to grant or deny a unit member's request for arbitration rests exclusively with the Association.

- 7.7.2 The District and the grievant may mutually agree on an arbitrator from a mutually approved list of persons experienced in hearing grievances. If both parties are unable to agree on an arbitrator, the grievant and the District shall request the State Conciliation Service to provide a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party will alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator.
- 7.7.3 The arbitrator shall, after determining the arbitrability of the grievance, conduct a hearing and consider evidence and arguments pertaining to the grievances and submit a solution. If the parties to the grievance cannot agree on such submission, the arbitrator shall submit a final determination of the grievance in writing to both parties. Such findings shall be final and binding on both parties. Nothing shall preclude both parties from mutually agreeing to shorten or extend any timelines within this level. Such mutual exceptions shall be in writing. Costs for arbitration, including but not limited to arbitrator's fees and expenses, pre-hearing, filing fee, hearing room, transcript and post-hearing, shall be borne equally by the District and the Association. The arbitrator shall not have the power to expand, modify or change any of the express terms and conditions of this Agreement.
- 7.7.4 No reprisals of any kind will be taken by either party against any grievant, any party directly involved, the District, any member of the Local Association, or any other participant in the grievance procedure.

#### 7.8 Time Limits

Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.

### **ARTICLE 8** **MAINTENANCE OF BENEFITS**

- 8.1 The District shall not reduce or eliminate any benefits or practices contained within this Agreement unless otherwise provided by the express terms of this Agreement, or unless the Association, through the negotiation process, agrees to the change.

### **ARTICLE 9** **DEPARTMENT CHAIRS, HEAD COUNSELORS, & TEACHERS ON SPECIAL ASSIGNMENT**

#### 9.1 Department Chairs and Head Counselors for Comprehensive High Schools (NUHS and BRHS)

##### 9.1.1 Duties

All department chairs and head counselors shall perform the duties as set forth below.

Department Chairpersons shall be responsible for the following:

- a) Serves to organize and guide department activities, including:
- facilitating investigation and discussion of best practices in curriculum, instruction, and assessment;
  - facilitating department decision-making;

- coordinating collaboration time to support department, Western Association of Schools and Colleges, Single Plan for School Achievement, and Local Control Accountability Plan goals;
- participating and sharing in opportunities for mutually agreed upon professional development that informs and supports best instructional practices within the department;
- supporting and encouraging department members in their own development as professionals;
- supports department progress toward the development of high-functioning Professional Learning Communities;
- responsible for the curation of quarterly benchmark assessments;
- models and supports the implementation of benchmark assessments on a quarterly basis;
- assists their department with the collection, analysis, and illustration of quarterly student data.

- b) Orders textbooks and works with committees on textbook selections.
- c) Attends Department Chair meetings and acts as liaison for department.
- d) Provides orientation for new and student teachers and provides feedback and assistance during the school year.
- e) Coordinates yearly update of course outlines and curriculum guides.
- f) Liaison for WASC accreditations.
- g) Provides input to the principal and department members concerning the master schedule.
- h) Liaison for in-service/staff development.
- i) Must sign purchase order/requisitions for department.

#### 9.1.2 Selection

Department chairs and head counselors shall be selected by the following method:

- 9.1.2.1 Each department chairperson and head counselor shall be selected by a secret ballot vote of all department members by no later than June 1 of each year. A member of the department selected by the faculty members in that department shall count the ballots in the presence of an administrator and the results shall be reported to the principal.
- 9.1.2.2 The candidate in each department receiving the highest number of votes shall be selected as the department chair. In the event of a tie, the administration will make the final selection of the department chairperson.

#### 9.1.3 Evaluation

Department chairpersons and head counselors shall be evaluated by an immediate site supervisor using an evaluation form developed by the District and reviewed by the Association. This evaluation shall be separate from the teacher performance evaluations conducted pursuant to Article XVIII and shall not be placed in personnel files.

#### 9.1.4 Consultation

In all matters concerning department budgets, department scheduling, attendance procedures and surveys, the department head or head counselor shall be consulted.

#### 9.1.5 Budget

Once the budget figure for travel expense for the department is set, the department head or head counselor shall decide, after consultations with his/her department members, how the funds are to be used. As long as expenditures remain within the budgeted amount the administration

cannot forbid the use of any travel funds approved by the department head except in cases of financial emergencies.

9.2 Chairpersons at Ghidotti Early College High School ("Ghidotti"), Silver Springs High School ("SSHS"), and North Point Academy ("NPA")

9.2.1 Duties

Perform duties as assigned by the site Principal and provide school support as defined by the site principal prior to the chairperson election.

9.2.2 Selection

Ghidotti, Silver Springs and North Point Academy shall each have the equivalent of two Chairpersons stipends (can be split into 2-4 positions). These positions shall be selected by the following method:

9.2.2.1 The Chairpersons at each site shall be selected by a secret ballot vote of all unit members by no later than June 1 of each year. A member of the certificated staff selected by the faculty at the site shall count the ballots in the presence of an administrator, and the results shall be reported to the principal.

9.2.2.2 The candidates at each site receiving the highest number of votes shall be selected as the Chairpersons. In the event of a tie for a position, the administration will make the final selection of the department chairperson.

9.2.3 Evaluation

The Chairpersons at Ghidotti, Silver Springs, and North Point Academy shall be evaluated by an immediate site supervisor using an evaluation form developed by the District and reviewed by the association. This evaluation shall be separate from the teacher performance evaluations conducted pursuant to Article XVIII and shall not be placed in personnel files.

9.2.4 Consultation

In all matters concerning department budgets, department scheduling, attendance procedures and surveys, the chairpersons shall be consulted.

9.3 Department Chair/Head Counselor Configuration by Site

9.3.1 Nevada Union High School and Bear River High School

9.3.1.1 Nevada Union High School shall have a total of eleven (11) department chairs/area coordinators and Bear River High School shall have a total of ten (10) department chairs/area coordinators in the following areas:

Science	Visual and Performing Arts
English/Library	World Language
Social Studies	Math
Career Technical Education	Health/PE
Counseling	



Special Education (Mild/Moderate/ED)  
Special Education (Mod/Severe/NUSTEP) – NU Only

- 9.3.1.2 All bargaining unit members who serve as Head Counselors shall receive a stipend amount of 6.1% of Class III Step 5 of the Certificated Salary Schedule per year.
- 9.3.1.3 Nevada Joint Union High School District chairpersons shall be paid a stipend equal to 6.1% of Class III Step 5 of the Certificated Salary Schedule and \$20 per section.
- 9.3.1.4 All department chairpersons shall receive one (1) release day per quarter for the express purpose of assisting their department with the collection, analysis, and illustration of quarterly student data related to benchmark assessments.
- 9.3.1.5 All department chairpersons may request additional release time from their regular teaching responsibilities for the express purpose of performing department chair duties. The number of days will be allocated in the following manner:

<u>Number of Sections</u>	<u>Number of Release Days</u>
1-9	1 day
10-19	2 days
20-29	3 days
30+	4 days

- 9.3.2 Number of Chairpersons at Ghidotti, Early College High School ("Ghidotti"), Silver Springs High School ("SSHS"), and North Point Academy ("NPA")

Ghidotti, Silver Springs, and North Point Academy shall each have the equivalent of two (2) chairpersons' stipends at 6.1% of Class III Step 5 of the Certificated Salary Schedule. If a stipend is split, it shall be split equally.

#### 9.4 District Curriculum Committee

- 9.4.1 This District Curriculum Committee (DCC) will serve as a forum for curricular concerns throughout the district, including but not limited to State Department of Education Model Curriculum Standards, the California Common Core Standards, District Courses of Study, online learning, curriculum alignment, staff development, curriculum practices and methodologies, integrated curriculum and small learning community development, testing, evaluation, and accountability. It will serve as a vehicle for district-wide articulation of resources such as special projects, site councils, site priorities, and district-wide priorities.
- 9.4.2 In order to achieve a better curriculum balance at NJUHS, it is necessary to have a group which represents all areas of the curriculum. The configuration of the committee shall be as set forth in 9.4.3 and 9.4.4 below.
- 9.4.3 The Voting Membership of the DCC
- a. The voting membership of the DCC will be composed of the following: two teachers from Bear River's Site Curriculum Committee and two teachers from Nevada Union's Site Curriculum Committee. One teacher from each of the following sites will represent the

certificated teachers from that site: Silver Springs High School, North Point Academy, and Ghidotti Early College High School.

- b. Teacher representatives will be elected by the members of the schools' site curriculum committees. In the absence of a curriculum committee, representatives will be elected by the site certificated staff. In addition to teacher membership, there will be one comprehensive school counselor representative from each of the comprehensive sites, and one alternative school counselor representative who shall be elected by members of the District Guidance Council.
  - c. The voting administrative members will include the five site Principals. In addition, the Director of Special Education will serve as a voting member on the Committee. The voting members will serve a two-year term unless a vote at the site is necessary as a result of a DCC member no longer serving on the Site Curriculum Committee.
- 9.4.4 The Non-Voting Membership of the DCC shall include the District Curriculum and Instruction Administrator, who serves as the chair and facilitator of the Committee, the District Technology Director or his/her designee, the District Testing Coordinator, a representative of the District Board of Trustees, and a representative from the Regional Occupational Program (ROP).
- 9.4.5 All curriculum recommendations made by this group shall be forwarded to the Superintendent who shall recommend or not recommend action by the Board.

9.5 Teachers on Special Assignment (TOSAs)

From time to time, to meet the educational needs of the District, the District may create certificated bargaining unit positions that can serve the greater need of our students, staff and district. The positions will herein be referred to as Teachers on Special Assignment (TOSAs).

- 9.5.1 TOSA job descriptions(s) shall be developed jointly by a committee determined by the Association President and District Superintendent or their designees. Once a proposal is mutually agreed upon, the committee shall forward the proposal to the bargaining teams to negotiate a tentative agreement to be ratified by the association and District
- 9.5.2 Salary classification will be specified in the board-approved job description and noted in Article 24 of this contract and on the salary schedule of this contract (Appendix B).
- 9.5.3 Number of contract days for each TOSA position will be noted in the job description. By August 15 of each school year, the TOSA will submit to the District a planned calendar of work days covering the number of contract days for the year. If needs change or arise, the TOSA may exchange a date with permission of a supervisor.
- 9.5.4 TOSAs shall not be defined as teachers on leave. Temporary positions may not be attached to TOSAs unless the funding for the TOSA position is restricted funding. TOSA positions funded by LCAP/General Fund will be filled by a probationary or permanent certificated member.
- 9.5.5 Because of their specialized training and experience, TOSA positions will have a term assignment of two years so long as the TOSA position exists. When the term assignment expires, the TOSA position may be reopened and posted, or eliminated at the sole discretion of the District. The District and NJUHSTA may, at that time, have the opportunity to jointly review both the need for each TOSA position and its corresponding job description. A unit member may reapply for their previously-held TOSA position. It is the District's

intent to notify employees in a TOSA position by January 10<sup>th</sup> whether or not the position will be eliminated in the following year.

9.5.6 Return to Position

9.5.6.1 Any unit member who accepts a TOSA position shall have the option to return to his or her former assignment at the end of year one or year two (same position/same site) with notification to the district by January 31<sup>st</sup> of that year.

9.5.6.2 A unit member who is assigned as a TOSA for more than two years shall only have the right to return to vacant district positions for which they are credentialed, with notification to the District by January 31<sup>st</sup>. In the event of no vacancies, they will be placed according to seniority and credential.

9.5.6.3 Annually, the district will set aside in reserves the next fiscal year's true cost of the TOSA program including salary and benefits into a special "TOSA Reserve Fund" to guard against unexpected changes in funding.

9.5.7 TOSAs shall be evaluated according to the provisions of Article 18.

**ARTICLE 10**  
**PROBATIONARY AND NON-REEMPLOYMENT**

10.1. Probationary certificated employees hired July 1, 1983 and thereafter may be terminated from the District service as provided by the following provisions:

10.1.1 First Year Probationary Employees

10.1.1.1 Notice of Non-Reelection of Employment

(Non-disciplinary action) The Superintendent or designee will, if possible, conduct a preliminary conference with the first year employee, by March, to review his/her work performance. If a decision is made to not reemploy the first year employee, the Superintendent shall submit a written notice of non-reelection of employment to the employee no later than April 30<sup>th</sup>. This decision is final and not reviewable.

10.1.1.2 Cause Dismissal

If the Superintendent/designee determines that it is necessary to dismiss the first year employee mid-year, for cause, the employee may request a hearing, as provided in the California Education Code, and the decision of that hearing shall constitute a recommendation to the Board of Trustees and shall be advisory only.

10.1.2 Second Year Probationary Employees

10.1.2.1 Cause Dismissal

Mid-year dismissals for cause shall be as provided in section 10.1.1.2 above for first year probationary employees.

10.1.2.2. Notice of Non-Reelection of Employment

(non-disciplinary action) The Superintendent/designee will, if possible, conduct a preliminary conference with the second year employee by February, to review his/her work performance. If the decision made is non-reemployment, the Superintendent shall submit a written notice of non-re-election of employment to the employee no later than March 15th. The employee receiving the above notice may request:

- 10.1.2.2.1 A closed session review, by the Board of Trustees, of the Superintendent's decision of non-reemployment, or in the alternative,
- 10.1.2.2.2 A closed advisory review, by a mutually agreeable third party, whose review would be limited to the Superintendent's recommendation(s) and procedural application such as time-lines. This review shall constitute a recommendation to the Board of Trustees and shall be advisory only.

## **ARTICLE 11**

### **TRANSFERS, REASSIGNMENTS AND VACANCIES**

#### **11.1 Definitions:**

- 11.1.1 "Transfer" means a Unit Member moving from one site/school to another.
- 11.1.2 "Reassignment" means a Unit Member within a site moving from one teaching assignment to another, e.g. a teacher moving from science to teach art. In order for such a move to be considered a reassignment the Unit Member must teach at 4/5ths (4 periods of the new subject).
- 11.1.3 Sites include all programs and schools in the District.

#### **11.2 Vacancies and New Positions**

- 11.2.1 A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the District.
  - 11.2.1.1 In accordance with the EERA, any newly created certificated position shall be provided to the negotiation team prior to posting.
- 11.2.2 Upon knowledge of vacancies, the District shall share via email with all unit members a list of all vacancies which occur during the work year and for the following work year. The list shall contain the following:
  - 11.2.2.1 A closing date which is a least five (5) working days following the posting date. The District may post an expedited closing date of two (2) working days under certain conditions. An expedited closing date will be communicated to and agreed upon by Association leadership prior to posting.
  - 11.2.2.2 A job description.
  - 11.2.2.3 Credentials and qualifications necessary to meet the requirements of the position.
- 11.2.3 No assignment to fill the vacancy shall be made until after the closing date.

- 11.2.4 During a leave of absence, the District shall, upon request by a unit member, notify that unit member by personal email of any posted openings which may arise. The unit member's request must be in writing and must include a personal email address.
- 11.2.5 If a unit member already has a transfer/reassignment application on file, it is not necessary to make a further application in order to be considered for any vacancies.

### 11.3 Voluntary Transfers and Reassignments

- 11.3.1 The District shall decide whether to grant or deny a voluntary transfer or reassignment request based on the following criteria:
- Certification qualifications
  - Seniority
  - Recent training and/or experience of the bargaining unit member requesting the transfer or reassignment as compared to those of other candidates for both the position to be filled and the position to be vacated.
  - Special and personal qualifications of the staff member such as co-curricular experience or expertise in coaching, music, art, drama, academic competitions, etc., as needed in the position.
  - The needs of the students and the needs of the site(s).
  - If all of the above factors are equal, the bargaining unit member with the greatest District seniority, e.g. the longest, unbroken period of District employment without any unpaid leaves of absence in excess of two years, shall be selected.
- 11.3.2 Unit Members seeking to voluntarily transfer or be reassigned shall file a written request with the District Office. The request shall be valid for one academic year. The District shall make every effort to insure that the identity of Unit Members requesting transfer/reassignment be kept confidential and shall be made known only to the District Office designees.
- 11.3.3 The District will provide notification of all openings to NJUHSTA and to applicable transfer requesters. A list of vacancies shall be posted in a conspicuous place in each school.

### 11.4 Involuntary Transfers and Reassignments

- 11.4.1 Whenever the District initiates an involuntary transfer or reassignment request and only two (2) or three (3) bargaining unit members possess the appropriate certification qualifications, the District may select from among the two (2) or three (3) properly credentialed unit members based on the following factors:
- additional credentials or supplementary authorizations
  - recent teaching experience
  - needs of the student
- 11.4.2 Whenever the District initiates an involuntary transfer or reassignment where there are four (4) or more bargaining unit members who possess the appropriate credential qualifications, the District shall select from among the three (3) least senior properly credentialed employees.
- 11.4.3 An involuntary transfer or reassignment shall be made only after a meeting between the Unit Member and the administrator initiating the transfer or reassignment. The Unit Member shall have the right to representation at the meeting.

- 11.4.4 A list of open positions in the District shall be made available to all Unit Members being involuntarily transferred or reassigned. Such qualified Unit Members may request and must be offered the positions authorized by their credentials and recent subject matter experience, in order of preference to which they desire to be transferred. All such Unit Members shall be given adequate time off, in accordance with District policy (two days), for the purpose of contacting schools at which positions exist.
- 11.4.5 No unit member shall be involuntarily transferred if that unit member has been involuntarily transferred within the past two school years.

## 11.5 Other Provisions

- 11.5.1 For purposes of transfer and reassignment, Unit Members do not earn time towards seniority during leaves of absence. Unit Members returning from leaves of absence are not entitled to return to their previous position in the District regardless of their seniority.
- 11.5.2 Any Unit Member subject to formal disciplinary procedures, other than placement of a letter of public complaint in the Unit Member's personnel files by the District, is not eligible to request a voluntary transfer or reassignment, while disciplinary procedures are in effect, unless expressly permitted by the District. During formal disciplinary procedures Unit Members will still earn time towards seniority within the District. Once formal disciplinary procedures have been completed such Unit Members will then be entitled to exercise voluntary transfer and reassignment.
- 11.5.3 Special provisions shall be made for unit members who are assigned to more than one school to ensure adequate amounts of time for lunch and preparation periods. They will be compensated for mileage.
- 11.5.4 Unit Members shall not be transferred or reassigned arbitrarily, capriciously, or without a rational basis in fact. Transfers and reassignments shall not be used as disciplinary measures.
- 11.5.5 Voluntary Transfers/Reassignment and Post-Layoff Reemployment
- 11.5.5.1 Vacancies arising after the May 15<sup>th</sup> deadline for final notices of layoff but no later than seven (7) calendar days before the first day of instruction shall be advertised in the following manner. Vacancy announcement shall be emailed to bargaining unit members and posted at the following high schools: Bear River High School ("BRHS"), Ghidotti Early College High School ("GECHS"), Nevada Union High School ("NUHS"), North Point Academy ("NPA") and Silver Springs High School ("SSHS").
- 11.5.5.2 Any request to be voluntarily transferred or reassigned to vacancies posted pursuant to 11.5.5.1 above shall be submitted no later than 72 hours after the District emailed the vacancy announcement to bargaining unit members. Employees that had previously requested a voluntary transfer/reassignment through written notification will be contacted to see if they are still interested, and if so, they will be considered.
- 11.5.5.3 To be eligible to request a voluntary transfer/reassignment to a vacancy pursuant to paragraph 1 above, a bargaining unit member must be highly qualified in the subject area of the vacancy.

11.5.5.4 For any unit member who meet the eligibility requirements, the District shall consider the unit members' request for voluntary transfer/reassignment in accordance with the criteria set forth in 11.3.1, except that :

If any laid off unit member on a reemployment list pursuant to Education Code section 44956 and 44957 is qualified for a vacancy posted pursuant to 11.5.5.1, the District may grant an existing unit member's request for transfer/reassignment to that vacancy, only in those cases where the position begin vacated by the unit member seeking to be transferred or reassigned may be filled by a laid off unit member on the statutory reemployment list.

#### 11.5.6 Transfers to New Programs/Sites/Schools

For the express purpose of initial staffing, herein defined as the first four years of a site/school/program's formation, the District shall have the right to transfer or reassign any Unit Member, who voluntarily consents, to a newly established school/site/program based on the following criteria:

- The needs of the students and the needs of the schools/site/program;
- Certification qualifications, including highly qualified status in core areas, major or minor in the subject matter, advanced degree, etc;
- Experience, training, skills, and abilities related to the position;
- Special and personal qualifications of the staff member, including co-curricular abilities and experience (for example: coaching, music, art, drama, academic competitions)

The District shall retain the ability to hire the candidate who is most qualified of which the district shall be the sole judge.

At the beginning of the fifth year of the school/site/program any further transfers or reassignments shall be made in accordance with the provisions of this Article.

## **ARTICLE 12**

### **TEACHING HOUR AND TEACHING LOAD**

#### 12.1 Certificated Employee Contract Year

The contract year for certificated staff is 185 days. 180 days are instructional student days.

12.1.1 One contracted day shall be equal to a minimum of six hours outside of the contracted school day for developing quarterly common benchmark assessments and collecting and analyzing student data. These hours could also be satisfied through co-determined training, including, but not limited to, instructional technology, mental health, Social Emotional Learning/Trauma Informed, Restorative Practices, Equity & Inclusion, Unconscious Bias. These hours must be completed by the last day of the third quarter. This will be a total of 185 contract days for the school year.

12.2 The length of the employee work day, including preparation time, lunch, and time required before and after school shall not exceed seven (7) consecutive hours. However, the District may require building-based employees to attend three (3), sixty (60) minute meetings each semester. For safety

purposes, staff members are expected to be present on campus during the seven-hour work day unless the employee gives prior notification.

Beginning with the 2016/17 school year the comprehensive sites will start no later than 8:30 a.m.

- 12.3 With respect to the meetings referred to in paragraph 12.2 of this Article, the District representative who calls such meetings shall provide employees with an agenda for the meeting at least one day before such meeting is held and may permit employees to place items on the agenda.
- 12.4 No employees shall be required to be on campus more than thirty (30) minutes before the beginning of the students' regular school day except to attend the meetings referred to in paragraph 12.2 of this Article.
- 12.5 A duty-free lunch period shall be provided for each employee. It shall be at least as long as the student lunch period or thirty (30) consecutive minutes, whichever is longer, exclusive of passing periods.
- 12.6 All unit members shall have at least the equivalent of one instructional period set aside each day exclusively for preparation and planning. As a result of the rotating block schedule, Bear River teachers will have one (1) day each week with no time set aside for preparation.
  - 12.6.1. The District shall schedule shortened student days for the purpose of interdepartmental or intra-departmental teacher collaboration. At Nevada Union High School and Bear River High School, the tasks and activities for 50% of these days shall be coordinated by the Department Chair/Area Coordinator in pursuit of department, site, and district goals. At Ghidotti Early College High School, Silver Springs High School and North Point Academy, the tasks and activities for 50% of these days shall be coordinated by the Chairpersons in pursuit of site and district goals. The other 50% of these days will be directed by the Administration.
    - 12.6.1.1 At Nevada Union High School and Bear River High School, the tasks and activities for 50% of these days shall be coordinated by the Department Chair in pursuit of department goals, in alignment with Western Association of Schools and Colleges, Single Plan for School Achievement, and Local Control Accountability Plan.

Department Collaboration:

- Department members will determine department goals to pursue.
- Department members will collaboratively determine the use of their department collaboration time.
- Department chairs will report results of collaboration time to site administration.

The other 50% of these days will be coordinated by site Administration.

- 12.6.1.2 At Ghidotti Early College High School, Silver Springs High School and North Point Academy, the tasks and activities for 50% of these days shall be coordinated by staff members in pursuit of staff goals, in alignment with Western Association of Schools and Colleges, Single Plan for School Achievement, and Local Control Accountability Plan goals.

- Staff members will determine common goals to pursue.
- Staff members will collaboratively determine the use of their collaboration time.



- Staff chairs will report results of collaboration time to site administration.

The other 50% of these days will be coordinated by site Administration.

## 12.7 Teaching Sections and Preps

- 12.7.1 No unit members at Bear River High School shall be required to teach more than five (5) sections without their written consent. Unit members at Bear River High School shall teach three (3) intervention periods each week.
- 12.7.2 No unit members at Nevada Union High School shall be required to teach more than six (6) sections and a thirty (30) minute advisory without their written consent. Unit members at Nevada Union High School shall teach three (3) intervention periods each week.
- 12.7.3 No unit members at William and Marian Ghidotti High School shall be required to teach more than six (6) sections and a thirty (30) minute advisory without their written consent; on a rotating block schedule consistent with the Sierra College class schedule.
- 12.7.4 No unit members at Silver Springs High School shall be required to teach more than six (6) sections without their written consent.
- 12.7.5 Flex Time Assignment for Bear River and Nevada Union

PART-TIME ASSIGNMENT	FLEX TIME SECTIONS	
0.16 – 0.33	1	1 BR / 2 NU
0.34 – 0.50	2	2 BR / 3 NU
0.51 – 0.79	3	3 BR / 4 NU
0.80 – 0.83	4	4 BR / 5 NU
1.0	4	5 BR / 6 NU

Additional Flex Time sections may be given to a unit member upon request of the unit member.

- 12.7.6 At schools with a 4x8 bell schedule and Flex Time, departments shall be divided into four (4) balanced groups (25% of departments) for collaboration purposes. During the four (4) scheduled Flex Time periods during the week, one (1) of the assignment periods will be dedicated for department collaboration time for 25% of departments. This collaboration time will be rotated on a quarterly basis, following the school calendar, and will be utilized according to the language in this article.
- 12.7.7 At schools with a six period bell schedule and Flex Time, full time unit members will have three flex times per week with students and one flex time per week set aside for preparation.
- 12.7.8 Teaching sections/preps, intervention periods/etc. taught, may be subject to change through the voting process outlined in section 12.8 below.

## 12.8 Bell Schedule Changes

- 12.8.1 All bell schedule changes shall be guided by a Recommendation Committee consisting of administration, certificated and a minimum of four NJUHSTA appointed members. In addition to proposed schedule changes, the committee will develop a timeline for

implementation of the proposed new schedule. When proposed changes affect more than one site, the Recommendation Committee will have representation from NJUHSTA members from each site.

12.8.2 The superintendent, site administrator(s), and sixty-six percent (66%) of the affected site(s) certificated staff must ratify the change.

12.8.3 Proposed changes to a site schedule shall be presented to the NJUHSTA Representative Council for informational purposes, prior to voting. Proposed schedule changes shall clearly define gain or loss of prep time, number of section/preps/intervention periods/etc. taught. All proposed changes, after membership approval, will require final approval via district and certificated negotiations.

12.8.4 Final balloting on any proposed change must be in accordance with CTA voting/election guidelines.

12.8.5. Once a schedule change has been implemented, it will be considered the “established schedule.”

## 12.9 Class size

The District shall strive for a caseload maximum of one hundred ninety (190), not to exceed two hundred (200) students (except PE and Performing Arts teachers). A class size maximum of thirty-three (33) is established for all class sizes with the following exceptions:

12.9.1 Physical Education classes shall have a class size maximum of forty-five (45).

12.9.2 Freshman core classes shall have a class size maximum of twenty-five (25). Freshman core classes include English 1, Get Focused/Stay Focused, Health, Integrated Math I, Algebra A/B, Algebra C/D, Integrated Math 2 A/B, Pre-Algebra/Applied Foundations in Integrated Math, and Algebra I.

12.9.3 English, Math, Social Science, World Language, and Science teachers will be given priority when assigning teachers to Study Hall classes.

12.9.4 Advisory class size shall have a maximum of twenty (20) students. These students will not be included in the caseload cap. Unit members are not expected to generate lesson plans for these periods, but are expected to present and implement District/site provided lesson plans, issue pass/no pass grades, and facilitate classroom activities.

12.9.5 Special Education Classes - the class size maximum for special education classes shall be 18.

12.9.6 Silver Springs High School

No teacher shall have a caseload exceeding one hundred fifty (150) students. The class size maximum for continuation school classes shall be twenty-three (23), excluding PE and other electives, which shall not exceed thirty-three (33).

12.9.7 Upon request of the unit member large-classroom instructional settings (band, choir, athletics-related PE courses) may exceed contractual maximum class size.

- 12.9.8 Teaching assistants, if accepted to the classroom, do not count in the class size total for the section.
- 12.9.9 The classroom setting shall be appropriately equipped for class size/section enrollment. All students shall have reasonable access to necessary work/lab stations, computers, desks, instructional materials, etc.
- 12.9.10 Following a 20-day balancing period at the beginning of the school year (starting on the 21<sup>st</sup> student instructional day) classes exceeding the student maximums enumerated above will result in teacher compensation of five dollars (\$5.00) per day, per student for the period of time in which the student maximum(s) were exceeded.
- 12.9.11 Following the 20-day balancing period, teachers whose caseload exceeds 200 student will be compensated five dollars (\$5.00) per day, per student over 200 for the period of time in which the student maximums were exceeded.
- 12.9.13 The district will provide teachers instructions on how to account for class size overages at the start of each instructional year. Compensation for class size overages shall be subject to verification by site principal and/or designee, and reviewed by District and certificated unit leadership.

#### 12.10 Special Education Caseloads

The District and NJUHSTA agree to the following additions to teaching hour and teaching load for special education instructors.

- 12.10.1 Mild/Moderate special education teachers maximum caseload shall be 28.
- 12.10.2 Moderate/Severe special education teachers maximum caseload shall be 12.
- 12.10.3 Speech and Language Pathologists maximum caseload shall be 55.
- 12.10.4 Following a 20-day balancing period at the beginning of the school year (starting on the 21<sup>st</sup> student instructional day) special education teachers who carry a caseload beyond the above maximum caseloads shall be compensated at ten dollars (\$10.00) per day, per student for the period of time in which the maximum caseload(s) was exceeded.

#### 12.11 Balance of Class Size

- 12.11.1 The parties are in agreement that the procedures that guide the assignment process and the student placement process will include balance within departments, balance between core academic departments, and balance between all sections within each unique course at each school site.
- 12.11.2 The district will document class size inequities and report to the negotiating team at subsequent bargaining sessions. The parties agree that class size language shall be regularly reviewed and discussed; this shall not be considered an item that needs to be sunshined.

#### 12.12 Assignment of Additional Sections

The District believes that the use of additional sections assignments shall be reserved for extraordinary or unforeseen challenges with student enrollment, staffing or personnel issues.

The District will make every effort to staff school sites appropriately for the start of each school year.

Whenever the need for additional sections arises, the District shall post the assignment only at the site where the additional sections exists and shall select among the applicants on the basis of the following criteria:

- Credentialed in the subject matter of the additional sections, if applicable;
- The applicant's preparation period fits within the scope of the available periods for the additional sections as outlined in the Master Schedule;
- A part-time unit member who meets the criteria listed above shall be offered the additional section, first.
- If all of the above factors are equal, the bargaining unit member with the greatest seniority will be selected and any subsequent additional section assignment shall rotate through all qualified applicants based upon seniority who have not yet been assigned an additional section. This rotation will be ongoing beginning in 2006/2007 and will be tracked by the District.

12.13 In the event a teacher aide is hired or assigned to an employee's classroom, the employee to whom the aide is assigned may give input in the hiring, evaluation, and potential reassignment of the aide. Staff may report concerns regarding the placement or performance of an aide to Administration.

12.14 Emergency School Closure Days: In the event of an emergency school closure, including but not limited to snow days, natural disaster, quarantine, power shut-off days, or government order (beyond calendared Emergency School Closure days), the District shall seek a J-13 waiver for the days missed during the period(s) of emergency. Unit members shall receive their daily rate of pay and benefits during emergency school closure days. If instructional make-days are required by law, the board will calendar the make-up student days to commence immediately following the last day of the school year.

If the waiver is granted, unit members shall be responsible for making up three (3) hours of a job-related duties or each emergency school closure day, not to exceed a total of eighteen (18) hours. The District shall honor designated timecard hours reflecting any job-related duties that occur outside of bargaining unit members contracted time. Extra "non-teaching duty" hours may be counted with advanced approval by site administration.

Should an Emergency Closure Day occur on a contracted professional development day(s), certificated bargaining unit members shall submit a timesheet to reflect six (6) hours of professional development make-up time (for activities approved by district administration) for each missed PD day.

12.15 The District and the Association agree to meet and develop the school calendar by December of each school year. (Appendix A)

**ARTICLE 13**  
**TEACHER FACILITIES AND SUPPLIES**

- 13.1 Each child shall have one serviceable desk or work station in each classroom.
- 13.2 There shall be adequate space for storage of instructional materials and supplies.
- 13.3 Each classroom shall have an employee's desk, chair, and one filing cabinet.
- 13.4 Employees shall have work area(s) on each campus which will contain adequate equipment and supplies. Equipment shall be serviced on a regular basis and shall be kept in useable condition at all times.
- 13.5 Every campus shall have one room or a designated area to be utilized as a library.
- 13.6 Adequate, well ventilated, well lighted, and noise-free space shall be provided at each campus for all specialists (reading teachers, nurse, speech teachers, etc.) if available.
- 13.7 The district shall maintain a large enough reserve of audio-visual equipment so that any broken equipment can be replaced with a loaner until such time as the original equipment is returned.
- 13.8 Except in emergency situations, all repairs to classrooms shall be after regular classes have been dismissed for the day.
- 13.9 All classrooms which have windows facing the sun shall be provided with shades that are in good condition.
- 13.10 Adequate supplies shall be provided to all employees. The necessary number of textbooks shall be provided.

**ARTICLE 14**  
**NON-TEACHING AND EXTRA-CURRICULAR DUTIES**

- 14.1 "Non-teaching duties" means any duties which are required by the District, which do not involve instruction of students and which take place outside of the regular teaching day as defined by Article XIII of this Agreement. Such duties may include and are not limited to bus duty, mandated meetings with parents and supervision of student activities. These "non-teaching duties" shall be performed on a non-paid basis. All unit members shall be required on a District-wide basis to provide eight (8) hours of non-teaching duties, in addition to providing supervision at Back-to-School Night, each school year.
- 14.2 Class advisors shall be exempt from providing the eight (8) hours of non-teaching duties and supervision at Back-to-School Night, and shall not be assigned any non-teaching duties the year following their duties as senior class advisor.
- 14.3 Paid "Extra-curricular duties" means those duties which are enumerated in a Special Assignment Salary Schedule. Paid extra-curricular duties shall be voluntary.
- 14.4 Non-paid "Extra-curricular duties" means any duties where an employee serves as an unpaid advisor. These duties may include drill team advisor and club advisors. These duties shall be voluntary.

- 14.5 An employee shall obtain written release form and permission from the District or its authorized representative to take students on a field trip and to transport such students in his personal automobile. Written permission shall mean that the trip is a school-sponsored activity with the District liable for any personal injuries or deaths, or damage to personal or real property arising during the course of such trips.

**ARTICLE 15**  
**PROFESSIONAL ACTIVITIES**

- 15.1 "Professional Activities" means any activities sponsored or financed by state, county, school district, or professional non-labor organization such as in-service education, clinics, conferences, workshops.
- 15.2 "In-service education" refers to the workshops, meetings and seminars held locally based on the in-service needs of employees within the district or particular departments. Such program shall include, but not be limited to, college or university course work, group experiences such as lectures and professional association meetings and individualized training programs.
- 15.3 Upon approval, clinics and conferences attended by employees will be funded by the School District in accordance with District policy. Requests for advanced funds are to be made not later than two (2) weeks prior to conference or clinic.

**ARTICLE 16**  
**EMPLOYEE SAFETY**

16. A written description of the rights and duties of all administrators and employees with respect to student discipline, including the rights of suspended students, shall be presented to each employee in writing on the first day of each school year.
- 16.1 Safe Working Conditions
- 16.1.1 Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
- 16.1.2 The district shall provide a safe workplace that protects unit members from physical and emotional violence, sexual harassment, and other abuse.
- 16.1.3 Upon notification, the District shall eliminate or correct any unsafe or hazardous condition, as defined by local, state, and federal health and safety regulations.
- 16.1.4 The District shall conform to and comply with all health, safety, and sanitation requirements imposed by local, state, or federal law or regulations adopted under local, state or federal law.
- 16.2 Student Referrals/Suspensions
- 16.2.1 A written description of the rights and duties of all administrators and unit members with respect to student discipline, including the rights of suspended students, shall be presented to each unit member in writing on the first day of each school year.

- 16.2.2 Unit members may refer a student whose health and/or hygiene is a danger to the welfare and/or an extreme disruption to the education of other students to the appropriate site personnel (e.g. nurse, counselor, mental health provider, administration, etc.). Unit members shall immediately provide an electronic communication with a description of the condition causing the disruption to the site personnel to whom the student was referred.
- 16.2.3 Administration shall work with the unit member and any other appropriate service provider (including any appropriate student study team) to find a resolution to the condition causing a disruption to the educational environment.
- 16.2.4 A unit member may suspend a student from class for the day of the suspension and the day following for violation of Education Code 48900 or 48915. The unit member shall report the suspension to their principal or designee and send the student to the principal and/or principal's designee for appropriate action. The pupil may not be returned to the class from which they were suspended during the period of the suspension without the concurrence of the unit member and the principal and/or principal's designee. As soon as possible, the teacher shall contact the parent/guardian to notify them of the class suspension. The parent or guardian of the pupil shall be given the opportunity to attend a parent-teacher conference regarding the suspension. Upon request of the parent/guardian or teacher, administration shall attend a parent-teacher conference regarding the class suspension. Upon request, the administration shall coordinate the scheduling of such requested conferences.

### 16.3 Assault

- 16.3.1 Unit members who have personally suffered, or have knowledge of an attack, assault or physical threat in connection with their employment shall immediately report the incident to their site administrator or immediate supervisor. In accordance with Ed Code 44014, both the unit member and administration shall promptly report the incident to law enforcement. Upon reasonable request, the unit member shall be updated on the details and/or progress of an internal investigation. In accordance with Ed Code 44014, the District shall not impose any sanctions against a unit member for reporting the incident to police.
- 16.3.2 The District shall provide professional development, on a voluntary basis, to unit members wishing training on the use of conflict intervention and/or de-escalation skills (Pro-Act or other related trainings).
- 16.3.3 When absence, injury, or disability arises out of or from assault suffered by a unit member in connection with their employment, the unit member shall suffer no loss in wages, benefits or leaves, unless such injury or disability is due to negligence by the unit member.
- 16.3.4 The District shall notify the teacher of each pupil, in accordance with Education Code Section 49079, who has engaged in, or is reasonably suspected to have caused, or attempted to cause, serious bodily injury.

- 16.4 The District shall reimburse certificated unit members for any loss, damage, or destruction of clothing or personal property of the unit member while on duty in the school, on the school

premises, or on a school-sponsored activity (such as a field trip) unless such damage is due to negligence by the unit member.

#### 16.5 Video Recording Devices

- 16.5.1 The District may employ the use of video devices in non-classroom and other areas of district owned sites, per Board Policy and Administrative Regulation 3515, while respecting the rights of bargaining unit members.
- 16.5.2 The District may utilize video recording devices in gymnasiums, multi-use event facilities, or other instructional areas to protect district equipment, materials and facilities, and to provide safety oversight for students, staff and community. The District agrees to post signage, or to otherwise notify unit members working in proximity to such locations of the existence of video recording devices and the possibility of activities being recorded.
- 16.5.3 Use of video recording devices for instructional purposes shall require prior authorization of the assigned teacher and site administration.
- 16.5.4 Use of video devices shall not be used for unit member performance evaluation (Article 18) and may not be used for day to day monitoring or discipline of bargaining unit members.
- 16.5.5 Notwithstanding section 16.5.4, should the District receive an incident report of an action that violates Board Policy, the District shall be able to utilize video recording to confirm or deny such reports. Should an investigation be required as a result of a reported incident, such recordings may be utilized for investigative purposes and serve as evidence for possible disciplinary action.
- 16.5.6 Authority to monitor and review video and recording devices and footages shall be designated by district and site administration in accordance with Board Policy and Administrative Regulation 3515. Authorized users shall include district and site administration, technology staff, campus security and when needed, administrative designees, for specific purposes only.

### **ARTICLE 17** **PUBLIC COMPLAINTS AGAINST TEACHERS**

- 17. Upon receiving any written or oral complaint, the administration will have five (5) school days to investigate the validity of the complaint and to report the complaint to the unit member. If the matter is not reported to the employee within five (5) school days of the administration receiving the complaint, no further action will be taken on the complaint.

17.1 The following procedure will apply with regard to complaints received against bargaining unit members:



- 17.1.1 Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.

If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor, the principal, or District administration.

- 17.1.2 The District will investigate complaints lodged against bargaining unit members when such complaints involve alleged sexual harassment, gender inequality, hostile environment, unprofessional conduct, or a serious breach in the responsibility to insure student safety. Nothing herein shall alter the District's legal responsibilities to report suspected child abuse.
- 17.1.3 Before commencing an investigation, the District shall meet with the bargaining unit member (in person or by phone) to notify them and provide them with a copy of the complaint if the complaint has been provided in writing. Should subsequent complaints be received regarding the same matter, notification will be provided to the unit member in writing within five (5) school days. The unit member shall be granted an opportunity to rebut the complaint, either verbally, in writing or both. The bargaining unit member shall be entitled to have a representative of his/her choice present at any meeting with the District regarding the complaint.
- 17.1.4 In the event the complaint is not resolved following the District's meeting with the bargaining unit member, the District will notify the unit member of who they initially intend to interview as part of the investigation, and shall ask the bargaining unit member to identify those individuals that the member would like the District to interview. The District will interview any of the identified individuals who can be located and who consent to be interviewed. The District will also interview any individuals who may support the District's efforts to come to a conclusion surrounding the validity of the complaint. Interviews shall only include individuals who have direct knowledge of or involvement in events leading to the complaint.
- 17.1.5 Should the District choose to hire an outside investigator to conduct investigative interviews, the selection of the outside investigator shall be made by the District. The Association shall be provided with the outside investigator's professional qualifications and shall have the right to approve the District's selection. The Association will have the right to reject up to two (2) District proposed investigators based of valid rationale. Objections shall be provided with two (2) business days.
- 17.1.6 Upon conclusion of an investigation of a complaint against a unit member, the unit member shall be notified of the findings in writing. Unit members shall have the opportunity to attach a written response to the finding of the investigation.

## **ARTICLE 18**

### **EVALUATIONS**

It is a fundamental premise that all unit members desire to achieve excellence in their areas of responsibility. The goal of the employee evaluation process is to support, lead, and assist each person toward this attainment. Fundamental to the evaluation process, the supervisor and employee **collaboratively** develop goals and a plan for goal attainment and mutually analyze the employee's performance.

#### 18.1 Evaluations Timeline

- **By September 10th**, employees being evaluated in the current school year will receive written notification and a copy of the Certificated Goal-Setting Form.
- **By September 20th**, employees to be evaluated will notify their evaluator of their preferred evaluation option in writing, if eligible.
- **By October 15th**, employees to be evaluated shall complete their Goal-Setting Form and meet with their evaluator for a Goal-Setting Conference.
- Employees participating in the Formal Observation Process shall complete a Pre-Observation Form and meet with their evaluator **at least two working days** prior to their Formal Classroom Observation.
- **Within five working days** of the employee's Formal Classroom Observation, the employee and evaluator shall meet for a Post-Observation Conference to review the completed Classroom Observation Form.
- Certificated non-teaching employees (nurses, librarians, TOSAs, SLPs, social workers) shall complete section A of their Certificated Evaluation Grid **on or before November 1st**.
- **By March 1st**, Probationary employees shall meet with their evaluator for a Summative Evaluation Conference. The Probationary employee shall complete and submit a Self-Reflection Form, **five days prior** to the Conference.
- **By May 1st**, Permanent employees shall meet with their evaluator for a Summative Evaluation Conference. The Permanent employee shall complete and submit a Self-Reflection Form, **five days prior** to the Conference.

Details surrounding employee evaluation timelines and agreed upon evaluation tools can be found in Appendix E of this agreement.

18.2 Based upon the District's established standards of expected pupil achievement at each grade level in each area of study, the District shall evaluate and assess certificated employee competency using the agreed upon tools. For classroom teachers, the tool shall be based upon the California Standards for the Teaching Profession. Those standards are:

- Standard 1 – Engaging and Supporting all Students in Learning
- Standard 2 – Creating and Maintaining an Effective Environment for Student Learning
- Standard 3 – Understanding and Organizing Subject Matter for Student Learning
- Standard 4 – Planning Instruction and Designing Learning Experiences for All Students
- Standard 5 – Assessing Students for Learning
- Standard 6 – Developing as a Professional Educator

For certificated non-teaching employees (nurses, librarians, TOSAs, SLPs, social workers) the evaluation tool shall be based upon the appropriate professional standards including but not limited to the National Standards for School Counseling, the National Standards for School Nursing Practice, the American Association of School Librarians and other applicable professional standards.

- 18.3 The evaluation and assessment of certificated employee competence pursuant to this article shall not include the use of publishers' norms established by standardized tests.
- 18.4 Nothing in this Article shall be construed as in any way limiting the authority of the District to adopt informal evaluation and assessment guidelines or criteria.
- 18.5 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, as follows:

Permanent Employees:

- 1) At least every other year for personnel with permanent status.
- 2) At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, who hold an appropriate credential, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
- 3) Permanent employees who have received consistent ratings at the Meets/Exceeds level, following their fourth year as a district certificated employee (3 previous summative evaluations at the Meets/Exceeds level), shall be considered eligible for alternative evaluation options.

Probationary Employees:

1. Probationary employees shall be evaluated up to twice each year.
  2. The first evaluation shall take place in the first semester.
  3. The probationary employee and the evaluator shall meet in order to discuss the first evaluation, in the Post Observation Conference prior to Winter Break and a copy shall be given to the probationary employee.
  4. Upon written notice from either the probationary employee to the evaluator or from the evaluator to the probationary employee, the employee shall receive a second evaluation.
  5. The evaluator and the employee shall meet to determine the completion date for the second evaluation and in the event of a disagreement between them, the Superintendent or Designee shall establish the completion date, but in no event shall that date be later than May 1<sup>st</sup>.
- 18.6 Evaluation and assessment made pursuant to this Article shall be written, using the relevant tools attached in Appendix E. All evaluations shall include recommendations, if necessary, as to areas of improvement in the performance of the employee. In the event an employee is not performing his/her duties in a satisfactory manner according to District standards, the District shall notify the employee in writing of such fact and describe the unsatisfactory performance. The District administration shall confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance.
- 18.7 NJUHSTA and the District agree to the evaluation tools outlined in Appendix E, and to the continued work of a subcommittee of bargaining unit members and administrators to develop a tool for non-teaching members, alternative project options, and peer evaluation options. The subcommittee shall consist of equal numbers of bargaining unit members and administrators of not less than 8 and not more than 12 total members.

- 18.8 Employees shall have the right to initiate a written response to their evaluation. The response shall become a permanent attachment to the employee's evaluation for placement in the employee's personnel file.

## **ARTICLE 19**

### **PERSONNEL FILES**

- 19.1 The District shall not base any adverse action against an employee upon materials which are not contained in such employee's personnel file. Moreover, the District shall not base any adverse action against an employee upon materials which are contained in such employee's personnel file unless the materials had been placed in the file within a reasonable time and the employee had been notified at such time that such materials were being placed in the file.
- 19.2 An employee's personnel file shall not include ratings, reports, or records which: (1) were obtained prior to the employment of the employee, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 19.3 An employee shall be provided any negative or derogatory material before it is placed in his personnel file.
- 19.4 Upon prior written authorization by the employee, a representative shall be permitted to examine and/or obtain copies of materials in such employee's personnel file at employee expense.
- 19.5 The person or persons who draft and/or place material in an employee's personnel file shall sign and date the material.
- 19.6 Access to personnel files shall be limited to the members of the District administration on a "need to know" basis. Board members may request the review of an employee's file at a personnel session of the entire Board. The contents of all personnel files shall be kept in the strictest confidence.
- 19.7 The District shall maintain the employee's official personnel files at the District's central office.

## **ARTICLE 20**

### **LEAVE OF ABSENCE**

- 20.1 The benefits provided employees by Section 13453 through 13470 and 13552 and 13552.5 of the Education Code are incorporated into this Agreement except as supplemented in this Article.
- 20.2 Sick Leave. Every certificated employee shall be entitled to ten (10) days sick leave per school year.
- 20.2.1 Unused sick leave shall accrue.
- 20.2.2 In lieu of reporting and forwarding payment to STRS, under current law, for accumulated unused sick leave, both parties may agree to a cash settlement of 10% less than the STRS formula in effect at the time of retirement. The 10% reduction is in exchange for payment of a total sum instead of small monthly payments paid by STRS over a period of years. The acceptance of this offer is made at the discretion of the employee.

Designated formula:

$$\frac{\text{Days of unused sick leave}}{180} = \% \times \text{annual salary} \times 0.2574 = \text{Amount paid for unused sick leave}$$

The amount designated as owed to the employee shall be paid by no later than December 31<sup>st</sup> of the calendar year in which the employee retires. *Not applicable to certificated employees hired after December 31, 1981.*

- 20.2.3 The District shall provide each employee with a written statement of (1) his accrued sick leave total and (2) his sick leave entitlement for the school year. Such statement shall be provided as close to June 30 as possible of each school year.

20.2.4 Catastrophic Leave

The Nevada Joint Union High School District Catastrophic Leave Bank will take effect July 1, 2020. For the 2020-21 Fiscal Year, the District agrees to make a one-time contribution to the Bank of twenty (20) days. Subsequent contributions to the bank shall be made by eligible and participating unit members.

20.2.4.1 Assumptions

Days deposited into the Bank and not used shall accumulate annually while the Bank is in effect.

Further assumptions include:

- A. The Association and the District agree to create the NJUHSTA/NJUHSD Catastrophic Leave Bank.
- B. Days deposited into the Leave Bank and not used shall accumulate from year to year. Days will be contributed and withdrawn without regard to the daily rate of pay.
- C. A "day" shall be any day a unit member is expected to be on duty as determined by the terms of this Agreement.
- D. In the spirit of continuous improvement, the District and NJUHSTA will work together to review the program parameters and will make recommendations for improving its implementation on a regular basis.

20.2.4.2 Enrollment and Contributions

All bargaining unit members with the District are eligible to contribute to the Catastrophic Leave Bank, including part-time and temporary unit members.

The enrollment window will be in effect from July 1 to Octo 1 annually.

- A. Current unit members will be asked to enroll during this period to establish the Bank in the first year in writing on the appropriate form.
- B. Part-time employees may contribute to and withdraw from the bank on a pro-rata basis.
- C. Once a member chooses to enroll, membership will become automatic; one day will be contributed to the Bank at the start of each school year, unless canceled by the member prior to the conclusion of the preceding school year.

- D. Members shall enroll in writing using the Catastrophic Leave Enrollment Form.
- E. New members who are hired after the start of the school year will have thirty (30) days to join after the date of hire or until October 1<sup>st</sup> of that school year, whichever provides more time.
- F. Cancellation may occur at any time. Cancellation requests must be submitted to the Leave Bank Committee in writing. Donated sick leave is irrevocable and will not be returned after cancellation.
- G. Annual rate of contribution is one (1) day of sick leave. If the Bank falls below one hundred fifty (150) days (with the exception of the first year, when the Bank is first established) the committee shall meet to determine whether a special contribution/enrollment period shall open. The “trigger” to contribute an additional day should only happen once per member per year. Members with three or fewer sick leave days at the time of the trigger shall retain membership in the bank but shall not be required to donate an additional day. However, at the next open enrollment period members who did not contribute during the special contribution period will be required to donate an extra day.
- H. Employees who have notified the District of retirement may contribute up to ten (10) days on the last day of employment irrespective of the Bank level.
- I. If the number of accumulated days exceeds four hundred (400), no contribution shall be required for returning members but will be required for new hires and those returning to active status or those who desire to newly participate in the Bank.
- J. The committee will solicit voluntary contributions before denying a claim due to an insufficient number of days in the Bank.

#### 20.2.4.3 Eligibility and Withdrawal

Leave Bank participants whose available paid leaves are exhausted may be granted additional days from the Leave Bank for catastrophic illness or injury upon approval of the Leave Bank Committee.

- A. Definition of catastrophic: “catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family (as defined in Article 3.7) which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the employee because they have exhausted all of their accrued sick leave.
- B. Incapacitation can be intermittent/non-consecutive.
- C. As a general guideline, incapacitation means five (5) consecutive days or ten (10) days within a thirty (30)-day period.
- D. Members must use all accrued sick leave prior to withdrawal; however, a unit member may apply to the Bank if they anticipate their absences will result in exhausting their accrued sick leave balance.
- E. Members will be able to withdraw no more than thirty (30) days at a time; members can re-apply for extension of withdrawals. An employee may reapply for an additional leave credit not to exceed one hundred and eighty days (180) in a ten (10) year period.
- F. Approved days can be used either consecutively or intermittently.

- G. Member's withdrawal may not exceed statutory maximum period of twelve (12) consecutive months.
- H. Members will be required to submit a note to the Committee from a healthcare provider of the member's choosing.
- I. The Committee may require further medical review.
- J. Applications from family members can be submitted on behalf of the member if the member is unable to submit an application on their own behalf.
- K. Withdrawal from the Bank cannot coincide with Worker's Compensation, unless the member has exhausted all Worker's Compensation Leave.
- L. Only employees who are active contributors of the Bank are eligible to withdraw from the Bank.
- M. Members who are currently drawing days from the Bank do not have to contribute a day if a "trigger" occurs in or to maintain eligibility/membership.

#### 20.2.4.4 Administration

The Bank will be administered by the Catastrophic Leave Bank Committee (Committee) consisting of two (2) unit members appointed by NJUHSTA and one (1) administrator appointed by the District. The Committee shall have responsibility of maintaining the records of the Leave Program, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the involved employee and the District.

- A. By October 10<sup>th</sup> of each school year, the District shall notify the Committee and NJUHSTA of the following:
  - The total number of days in the Bank.
  - The names of the participating unit members.
  - The number of days contributed by unit members for the current year.
  - The number of days contributed by the District.

The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request and defend against any denials.

- B. The Committee will:
  - Meet quarterly as needed.
  - Receive enrollment and cancellation requests.
  - Approve or deny Bank withdrawal requests.
  - Communicate the Committee's decision to the employee and the District.
  - Maintain confidentiality of data and information of participating unit members.
- C. Approval Timeline:
  - In an effort to provide a swift response, the Committee will strive to respond to all requests within ten (10) calendar days. In some cases the response will require additional information and therefore may take longer than ten (10) calendar days.
  - The Committee will communicate to the member in writing.

- D. The Committee will maintain Bank records, including applications, membership, denials and approvals.
- E. If the Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the current members of the Bank proportionally to their donations.

20.2.4.5 Appeal of Leave Committee Decisions

- A. Section 20.2.4 is not subject to the grievance procedure.

20.3 Personal Necessity Leave.

Every employee shall be entitled to use, at his election, seven (7) days of paid leave each school year to be used in cases of personal necessity.

20.3.1 "Personal necessity" means any emergency which cannot be conducted before or after the school day without causing inconvenience to the employee.

20.3.2 An employee shall not be required to secure advance permission to use Personal Necessity Leave, particularly in those cases enumerated below:

20.3.2.1 Death or serious illness of a member of his/her immediate family. (Three days if two hundred {200} miles or less; five days if two hundred {200} or more miles.)

20.3.2.2 Accident, involving his person or property, or the person or property of a member of his immediate family. (Up to five days)

20.3.2.3 Paternity Leave (One day)

20.3.3 An employee shall be granted six (6) days of Personal Necessity Leave for "Compelling Personal Importance" without further justification. Employees must notify the School Principal twenty-four (24) hours in advance of taking CPI leave.

20.3.3.1 No more than four (4) days of CPI leave may be used at a time without prior approval of Superintendent or designee, and no more than ten percent (10%) of the employees at any comprehensive site, or more than fifty percent (50%) at any alternative site (sites with one staff member are exempt), may use CPI leave any day.

20.4 Industrial Accident Leave

20.4.1 Employees will be entitled to industrial accident leave according to the provision in Education Code Section 13469.1 for personal injury which has qualified for Worker's Compensation under the provisions of the State Compensation Insurance Fund.



20.4.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

20.4.3 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

20.4.4 For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

20.4.5 The District shall not deduct accumulated sick leave from the sick leave allotment of an employee who is absent as the result of an industrial accident or illness.

## 20.5 Pregnancy Disability Leave

20.5.1 The District shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to other temporary disabilities.

20.5.2 Any employee shall have the right to utilize sick leave provided for in Article XX, Sections 20.2, 20.3, 20.5 and 20.9 for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

20.5.3 The employee may select to not use her accumulated sick leave and has the choice to invoke the five month differential pay provision in Article XX, Section 20.8.

20.5.4 If a unit member is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave ("PDL"). If she is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. In addition, if it is medically advisable for the unit member to take intermittent leave or work a reduced schedule, the District will evaluate through its interactive process/reasonable accommodation procedure a potential

temporary transfer to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of intermittent leave.

20.5.4.1 The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four months (or 88 work days for a full-time unit member) per pregnancy.

20.5.4.2 The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.

20.5.4.3 Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth is covered by California PDL.

20.5.4.4 The unit member is required to obtain a certification from her health care provider verifying her pregnancy disability or the medical advisability for a transfer.

## 20.6 Family Care Leave – Eligibility, Definitions and Basic Terms

20.6.1 Eligible bargaining unit members may request unpaid FMLA leave of absence for up to 12 workweeks within a 12 month period to:

- Birth and care of a newborn child of the employee;
- Placement of a son or daughter with the employee for adoption or foster care;
- Care for a spouse, son, daughter or parent with a serious health condition;
- Take medical leave when the employee is unable to work due to a serious health condition.

20.6.2 To be eligible for Family Care leave (“FMLA” and “CFRA”) bargaining unit members must have worked for the District for a total of 12 months (52 weeks). A unit member who is also taking a PDL leave for conditions of pregnancy, childbirth or recovery who has not been employed by the district for at least 52 weeks prior to the start of the PDL leave, shall earn credit for weeks employed by the District while on PDL leave.

20.6.2.1 When the leave is for the unit member’s own serious health condition or to care for a close family member with a serious health condition, the unit member must also have worked at least 1,250 hours in the immediately preceding 12 months.

20.6.2.2 When the leave is for parental leave to bond with or care for a newborn child or the placement of a son or daughter with the employee for adoption or foster care. A certificated employee is not required to have worked 1,250 hours in the immediately preceding 12 months to be eligible for Paid Parental Leave under CA. Education Code Section 44977.5; however, an employee will not be eligible to apply FMLA-CFRA child bonding leave unless the unit member meets the 1,250 actual hours worked eligibility requirement.

20.6.2.3 With the exception of the 1,250 hours worked eligibility requirement to apply CFRA child bonding leave, all other terms and conditions of the CFRA shall apply to this leave.

- 20.6.2.4 Paid Parental leave runs concurrently (at the same time) with FMLA and/or CFRA (if the employee otherwise meets the eligibility requirements).
- 20.6.2.5 When the unit member has worked at least 1,250 hours in the preceding 12 months, the leave will be designated under CFRA, which will be applied concurrently with paid leave under Education Code section 44977.5. When the unit member has not worked 1,250 hours, the leave will be designated as Parental Leave under Education Code Section 44977.5.
- 20.6.3 The district's 12-month year for FMLA-CFRA purposes is the Fiscal year, from July 1<sup>st</sup> through June 30<sup>th</sup>.
- 20.6.3.1 When the leave is to care for a spouse, son, daughter or parent with a serious health condition or for the unit member's own serious health condition, there is no carry-over of unused FMLA-CFRA leave from one 12 month period to the next 12 month period.
- 20.6.3.2 Parental leave for the birth and care of a newborn, adoptive or foster care child pursuant to Education Code section 44977.5 may begin in one school year and be completed in the subsequent school year, up to a maximum of 12 weeks for that child.
- 20.6.3.3 Bargaining unit members will be eligible to take up to twelve (12) weeks of parental leave for the birth, adoption or foster care for child bonding in each school year. This leave is separate from pregnancy-disability leave that is available for pregnancy, childbirth and recovery (PDL).
- 20.6.4 "Parent" means a biological, foster or adoptive parent, or a person who stood "in loco parentis" to an employee when the employee was a child.
- 20.6.5 "Child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.
- 20.6.6 "Spouse" means a husband or a wife as defined or recognized under state law.
- 20.6.7 "Domestic Partner" means a registered domestic partner in any County within the State of California and leave to care for a seriously ill Domestic Partner is available only under the California CFRA.
- 20.6.8 A unit member shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, the estimated duration of the leave. If the need for a leave becomes known more than 30 days prior to the date a leave is to begin, the unit member must provide at least 30 days written advance notice.
- 20.6.8.1 Unit members shall complete a Leave-of-Absence Request form, stating the anticipated date, length and other terms of the requested leave. Unit members may be asked to provide verification of birth, foster care

placement, or adoption. The right to take the leave at the time of unit member's election shall not be withheld by the District.

20.6.8.2 When the need for the parental leave is foreseeable, unit members will be required to provide reasonable advance notice of the intent to take parental / child bonding leave. This notice requirement applies to leave taken in a continuous block or in intermittent increments of two weeks or more.

20.6.8.3 If the need for, or timing of the leave is unexpected, unit members should notify their immediate supervisor and the human resources department and submit the Leave-of-Absence Request Form as far in advance of the anticipated leave date as is practicable within two business days of when you become aware of your need for the leave.

20.6.9 Any unit member seeking approval for FMLA-CFRA leave for his or her own serious health condition or to care for a close family member with a serious health condition must present a Health Care Provider's Certification to the District to verify his/her serious illness or the serious illness of the unit member's child, spouse, domestic partner (under CFRA) or parent. The District will accept medical verification by the treating health care provider.

#### 20.6.10 Parental Leave Terms and Conditions

20.6.10.1 The leave may be taken in a continuous block of leave up to a maximum of twelve (12) work weeks. If the school year ends prior to the completion of twelve weeks, the unit member may continue the leave in the next school year, up to a maximum of 12 weeks for that child.

20.6.10.2 As an alternative to a continuous block of 12 weeks, a unit member may use parental leave intermittently. If taken intermittently, must be taken in at least two-week increments of time; however, Parental Leave may be taken in smaller increments on two occasions.

20.6.10.3 If both parents of a child who are entitled to family care leave under Section 21.7.1 of this contract are employed by the District, the District shall not be obligated to grant more than a total of 12 weeks of FMLA-CFRA between the two parents for the birth, adoption or foster care of the child .

#### 20.6.11 Family care leave for serious health illness is unpaid leave of absence.

20.6.11.1 A unit member may elect to utilize his/her unused paid sick leave during family care leave when the leave is for his/her own serious health condition. When such paid sick leave is exhausted, the balance of the FMLA leave is unpaid. However, pregnancy disability leave is in addition to the California Family Rights Act (CFRA) and is applied concurrently with the Federal Family & Medical Leave Act (FMLA).

20.6.11.2 A unit member may apply paid leave accruals, including current and accumulated sick leave and extended illness leave (sub differential) concurrently with family care leave for the member's own serious health condition.

- 20.6.11.3 A portion of the unit member's current year sick leave (up to 50%) may be applied as Kin Care for family care leave for a close family member (applies to employees who do not qualify for FMLA/CFRA leave). Extended sick leave (sub differential) may not be applied to for a close family member with a serious health condition.

20.6.12 Paid Parental Leave under Education Code section 44977.5

- 20.6.12.1 When the leave is for the birth, adoption or foster care placement of a child, the unit member must first apply "full pay" regular sick leave and full pay accumulated sick leave to the parental leave. Upon exhaustion of all regular and accumulated sick leave, the unit member may apply extended sick leave/sub differential to the remaining portion of the 12-week period. The use of extended sick leave may cross school years, and when it does the summer shall not count diminish the five months of extended sick leave to be used for parental leave for the new child.
- 20.6.12.2 The use of extended sick leave (sub differential) for a parental leave shall not diminish the unit member's eligibility to use extended sick leave for any other eligible purpose, up to a maximum of five months. (Example: a unit member may use 12 weeks – approximately 3 months – for parental leave and the remaining two months for any separate illness or injury of the unit member for which extended sick leave would apply.
- 20.6.12.3 Paid parental leave under CFRA and Education Code Section 44977.5 must be used within one year from the date of the child's birth, adoption or foster care placement with the unit member.
- 20.6.12.4 Unit members using PDL: A unit members who takes PDL may begin parental leave immediately consecutive to the PDL leave and upon written notice by her health care provider that her period of actual disability for pregnancy, childbirth and recovery has ended. In determining CFRA eligibility for the unit member, with respect to the 1,250 hours worked requirement, the "look back" period is the twelve months immediately preceding the start of her PDL leave.
- 20.6.12.5 Unit members who do not use PDL: A unit member who is the father or second parent may begin parental leave immediately upon the birth, adoption or foster care placement of the child. Alternatively, the unit member may defer the parental leave until a later time, provided the leave is concluded prior to one year from the child's arrival.

20.6.13 Benefit Protections with FMLA-CFRA and Education Code Paid Parental Leave

- 20.6.13.1 Health insurance coverage shall be maintained and paid for by the District to the same extent that the District paid for the unit member prior to the commencement of the FMLA-CFRA leave and for a period not to exceed 12 workweeks in the 12 month period that constitutes the District's FMLA-CFRA benefit year (the fiscal year).

20.6.13.2 Parental /child bonding leave under this provision is job-protected and benefit-protected to the full extent available under FMLA and CFRA, regardless of whether the unit member has worked 1,250 hours in the immediately preceding 12 months. The District will continue to pay its customary premium contribution and the unit member shall be responsible for payment of his/her contribution. For unit members who first use PDL, followed by parental leave, the District shall continue to pay its customary premium payments during the entire PDL (up to 17.3 weeks) and the parental leave (up to 12 weeks).

20.6.13.3 Should the deduction for the cost of a substitute exceed the amount of the unit member's regular contribution to group benefits to the extent that the unit member's net payroll check while in benefit-protected PDL and/or parental leave does not cover the premium contributions, the employee will be responsible for payment of the employee's premium contribution to the District.

20.6.13.4 The unit member shall receive benefit protection for all other benefits, terms and conditions of employment, including seniority, restoration to the same or identical job, and other terms and conditions of employment available to certificated employees under the Education Code and this Agreement.

20.6.13.5 The District may recover the premium paid for any unit member who fails to return from leave after the period of leave has expired and as long as the reason for the unit member failed to return from leave is not due to the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee.

20.6.14 This section of the contract may be reopened at the request of either party when the final state and/or federal regulations have been adopted and/or are altered.

20.6.15 Leave under this section shall not constitute a break in service.

## 20.7 Health Leave

The District may grant an employee, upon request, a paid leave for health reasons. Such leave shall be for a minimum of one semester and maximum of one school year.

20.7.1 A statement by the employee's physician to the effect that the employee is entitled to such leave shall be furnished at the Board's request.

20.7.2 The employee shall notify the District of his intended return date at least two weeks in advance.

20.7.3 Health Leave may be granted if an employee is temporarily unable to perform his services because of illness, accident or quarantine.

## 20.8 Extended Illness Leave

If an employee has utilized all of his accumulated sick leave and is still absent from his duties on account of illness or accident for a period of five school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or 50% of the salary due him during the period of absence, whichever is the lesser amount. The five months or less period in which the above deductions occur shall not begin until all other paid sick leave provisions for which he is eligible have been exhausted.

#### 20.9 Bereavement Leave

An employee shall be entitled to a maximum of three (3) days leave of absence if two hundred (200) miles or less, or five (5) days leave of absence if two hundred (200) or more miles, without loss of salary on account of the death of any member of his immediate family.

#### 20.10 Legislative Leave

An employee who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of his term or terms in office.

20.10.1 The employee on such Leave shall notify the District of his intended return at least four (4) weeks in advance.

20.10.2 The employee on such Leave shall be entitled to return to employment at the end of the Leave, but shall not be entitled to any of the other benefits accorded by paragraph 20.14 entitled "Miscellaneous".

#### 20.11 Sabbatical Leave

20.11.1 Any credentialed employee who has rendered service to the District for at least seven (7) consecutive years may be granted a leave of absence not to exceed one (1) year for the purpose of study or travel which will benefit the schools and the pupils of the District. Not more than one (1) such leave of absence shall be granted to any one employee in any seven-year period.

20.11.2 The employee granted such a leave shall be requested to present an outline of the proposed program of study or travel and to make such a report as may be required by the District.

20.11.3 The interest of the District shall be protected by the written agreement of the employee to return to the service of the District and render a period of service following the return from sabbatical leave equal to at least twice the period of the leave.

20.11.4 The employee shall receive compensation while on leave at the rate of up to fifty percent of his regular salary. If additional fellowship or scholarship funds are received by the employee while on sabbatical leave, these shall be taken into consideration so that the total income shall not be greater than the regular district salary.

20.11.5 The District shall continue to provide paid fringe benefits for the employee during the sabbatical leave. Progress on the salary schedule is not affected by this leave.

20.11.6 All applications for sabbatical leave shall be submitted in writing, and shall include a full statement of purposes and plans for use of such leave. Final approval for sabbatical leave will rest with the Board of Trustees.

- 20.11.7 Applications must be submitted to the Superintendent not later than one semester prior to the date on which the proposed leave is to begin.
- 20.11.8 In the event an employee fails to render the agreed upon period of service, the employee shall return that portion of compensation received during the leave equal to the proportion of promised service not rendered.
- 20.11.9 Pursuant to state law, the Board may request that the employee post a bond guaranteeing his/her return to service, or the Board may waive this requirement.
- 20.11.10 Nothing in this policy shall preclude the District from waiving any specific provisions at its discretion.

#### 20.12 Inservice Leave

An employee may be entitled to three days of paid leave each school year for the purpose of improving his performance. Such leave may be used to visit classes in other schools or to attend workshops related to his performance. Prior approval from immediate supervisor required.

#### 20.13 Association Leave

Association representatives shall be granted a total of three (3) days paid leave per school year to utilize for local, state, or national conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent by the Association President.

#### 20.14 Miscellaneous

Unless otherwise provided in this Article, an employee on a paid leave of absence shall be entitled to: (a) return to the same position which he held immediately before commencement of the leave; (b) receive credit for annual salary increments provided during his leave; (c) receive during his leave all other employee fringe benefits, including but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.

#### 20.15 Other Leaves Without Pay

- 20.15.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave with or without compensation, increment, seniority or tenure credit, may be granted for a period up to one school year for the following, but not limited to purposes: Peace Corps, care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, or professional study or research.
- 20.15.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by March 15 of the school year as to their intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.
- 20.15.3 Employees on unpaid leave of absence may elect to pay the premiums on his own benefit package for the duration of the leave.



## 20.16 International School Service Leave

The Board may grant an employee who has completed at least five (5) years of service with the district a two (2) year leave of absence to teach or work in an assignment with the International School Service Program or related type of service work in which a two-year contract is required as a condition of employment. The employee shall notify the district by March 1 of the second year of his/her intended return for the following year. Upon approval of said leave, the district shall provide the employee with a letter which shall specify and explain the March 1 employee notification requirements and resignation information. A signed copy of this letter shall be given to the employee and a copy added to the employee personnel file.

## 20.17 Period Substitute Trade Time

20.17.1 On a voluntary basis, teachers may request to substitute for certain class periods for colleagues at their own site, in exchange for equal period(s) they may use when needed. Teachers who provide period substitute service are voluntarily using their own "prep" time and will not be entitled to have said prep time reimbursed in any way outside of this agreement. Teachers who provide substitute period coverage may earn up to a maximum of two (2) days substitute "trade time" each school year for themselves. The intent is that the assignments are equitably divided among teachers who volunteer to provide period substitute service to the extent practical.

20.17.2 Records of all period substitute coverage will be managed at the site where the coverage is provided. Site secretaries will maintain the list of those employees who have volunteered to provide period substitute service, the colleague for whom they provide period substitute service, and the number of periods they have actually covered. Additionally, each site secretary will report those records to the District Office at the end of the school year.

20.17.3 Teachers must use all accumulated periods by the end of the school year in which they accrue those periods. Any teacher who has accrued periods that they have not used at the end of the school year will be cashed-out at the hourly extra-duty rate (to the nearest quarter hour) in the July pay warrant. Conversely, if teachers have used more leave than accrued, it will be deducted from their leave balance. Whenever teachers inadvertently or intentionally accrue more than the 2 day maximum substitute trade time, the site secretary shall so advise the District Office and the excess shall be cashed-out in the July pay warrant in lieu of the teacher using that excess trade time.

20.17.4 For schools with rotating schedules that include block and traditional periods, exchange periods will be considered either a traditional period or a block period.

## **ARTICLE 21** **UNIT MEMBER BENEFITS**

### 21.1 Health/Dental/Vision/Life Insurance

21.1.1 Effective July 1, 2021, the District's maximum, monthly tiered contribution toward the cost of health, dental, vision, and life insurance benefit coverage shall be:

	<u>Employee</u>	<u>EE+Spouse</u>	<u>EE+Children</u>	<u>Family</u>
Total Cap:	\$856.00	\$1,221.00	\$1,066.00	\$1,314.00

21.1.2 Effective January 1, 2007, in the event that a bargaining unit member selects a High Deductible Plan with an Internal Revenue Service (I.R.S.) qualified Health Savings Account ("HSA"), the District shall contribute up to the appropriate cap amount as set forth above toward the cost of the premiums to provide dental, vision, and life insurance, as well as the High Deductible Plan selected by the unit member. In the event, the cost for the above is less than the District's cap contribution; the remaining amount will be placed in the unit member's HSA account up to the I.R.S. maximum.

21.2 Tax Sheltered Annuities

Employees may participate in the tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.

21.3 Retiree Benefit Coverage

21.3.1 Employees, who retire from the District through STRS or PERS, may purchase the coverage as offered for retirees through the District's health and welfare benefit provider at the employee's own expense and in accordance with all the terms of the provider.

21.3.2 In appreciation and recognition of the employees' many years of quality service to the students of NJUHSD, bargaining unit members who have worked a minimum of thirteen years full-time equivalent service in the Nevada Joint Union High School District and are at least 55 years of age by the last day of the fiscal year (June 30th) are eligible to receive \$1,221.00 per month toward the purchase of health benefits as described in 21.3.1. The benefit would cease at the end of five years or when the employee becomes 65 years of age, whichever occurs first. If the cost of the retiree health benefit through the District is less than \$1,221.00 per month, the balance will be deposited into a qualified and eligible health savings account. Employees intending to take advantage of this benefit must submit an irrevocable letter of resignation and state their intent to participate in the benefit by January 31st of each calendar year.

21.4 Proration of Health and Welfare Benefits

Certificated employees teaching at least 3/5 classes shall receive partial health and welfare benefits pro-rated directly according to the proportion of classes taught (3/5 or 4/5). This shall become effective July 1, 1997. Part-time certificated staff employed during the 1996-1997 school year shall have the option of continuing their part-time employment in the future after July 1, 1997 under their same conditions of employment in effect during the 1996-1997 school year. Once these certificated employees elect in writing in the future to change the proportion of classes they teach, their health and welfare benefits will thereafter be pro-rated in the same manner as described above in this Section.

**ARTICLE 22**  
**TEACHER TRAVEL**

22.1 Schedules of employees who are assigned to more than one school shall be arranged so that no such employee shall be required, without his consent, to engage in inter-school travel of more than thirty (30) miles per day from the base school. Such employees shall be notified of any changes in their schedules at least thirty (30) school days prior to the proposed change.

- 22.2 Employees who may be requested to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate established by the IRS per mile for all driving done between arrival at the first location at the beginning of their work day; provided, however, that if the distance from the employee's home to his first location or from the employee's last location to his home is greater than the distance between the employee's home and his base school, he shall be reimbursed for the difference at the above rate.
- 22.3 Employees who use their personal cars with District approval for field trips or other business of the District shall receive the benefits provided in Article XXII, paragraph 22.2 above.
- 22.4 Travel assignments shall not be made to discipline employees.

### **ARTICLE 23**

#### **MISCELLANEOUS PROVISIONS**

- 23.1 Any individual contract between the District and an individual employee executed prior to the effective date of this Agreement shall be subject to and consistent with the terms and conditions of this Agreement.
- 23.2 This Agreement shall supersede any rules, regulations, or practices of the District which are contrary to or inconsistent with its terms except in the case of natural disaster or extreme emergency.
- 23.3 Within thirty (30) days of ratification of a successor contract by both parties herein, the District shall have thirty (30) copies plus one additional for each anticipated new hire, prepared and delivered to the Association President for distribution to unit members in the District. The District will print additional copies upon request of unit members.
- 23.3.1 Within thirty (30) calendar days of ratification of a successor contract or any change to existing contract language, the District shall post the updated contract digitally on the District website. The District shall print additional copies to include the updated changes upon request of unit members.
- 23.4 An employee's notification to the District that he intends to resign shall remain revocable until such time as the District officially takes action on such notification.
- 23.5 Posted coaching positions shall be filled by certificated staff members who have a background in the sport or game and demonstrate the appropriate preparation for successful high school level coaching.
- The parties mutually agree to revisit this provision after the Board has adopted job descriptions and selection criteria for coaches.
- 23.6 Newly hired certificated employees shall be given a copy of this contract.

## **ARTICLE 24**

### **SALARIES**

- 24.1 All certificated employees in the bargaining unit shall be placed on a single salary schedule (see Appendix B).

For the 2020/2021 school year, the District agrees to a 2% off-schedule compensation.

For the 2021/2022 school year, the District agrees to a 4.5%, on schedule compensation increase.

- 24.2 The salary schedules and salary classification requirements of all employees are set forth in this Article.

- 24.3 The payroll period for employees hired prior to July 1, 2005 shall be defined as monthly, beginning in July. For all employees hired on or after July 1, 2005, the payroll period shall be eleven months commencing August 2005. Salary payments for services in addition to the employee's regular assignment(s) shall be made not later than the 10th of the following month.

- 24.4 Classification by Professional Preparation

Employees shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation they have completed. Employees must notify the District when they have completed their additional units or obtained an advanced degree and provide an official transcript indicating the units or degree. After transcripts are submitted and evaluated, payment for the new class or stipend for advanced degree will be issued effective as of the date of receipt of the transcript by the District.

With advance written approval of the Principal and Superintendent/Designee, community college credit shall be credited for salary schedule movement once employed.

- 24.5 Initial Step Placement

Experience credit at the time of initial hire is granted on the basis of one (1) step for each year of verified credentialed experience up to ten (10) years of such credit. The maximum step placement for new employees shall be Step 11. For salary step placement only, this agreement is retroactively corrective for current bargaining unit members hired in the last seven (7) fiscal years (back to 2011/12). Back pay for 2018/19 and prior years is not a part of this agreement.

- 24.5.1 Career Technical Education Teachers whose credentials are based upon a bachelor's degree and no supervised practice teaching will be placed on the salary schedule in the same manner as regular teachers.

Career Technical Education Teachers whose credentials are based upon work experience at the journeyman level, with or without a bachelor's degree and without supervised practice teaching, will be placed on the first step of the salary schedule.

Work Experience beyond that required by Career Technical Education teachers for their credential, will be credited on the basis of one year's salary schedule advancement for every two years of work experience completed, up to a maximum of ten years credit on the board-approved salary schedule.

The maximum step placement for new CTE teachers shall be Step 11.

Salary advancement will be allowed for approved units (refer to section 24.4) earned beyond the issuance of the work experience based credential through an accredited institution of higher education.

24.5.2 School Nurses whose credentials are based upon nursing experience will be credited on the basis of one year's salary schedule advancement for every year of nursing experience completed, up to a maximum of ten years credit on the board-approved salary schedule. The maximum step placement for new school nurses shall be Step 11.

24.5.3 Beginning with the 2020-2021 school year, bargaining unit members hired in a position that is recognized by the California Commission on Teacher Credentialing who hold relevant additional licenses, including but not limited to mental health professionals, School Social Workers, and Occupational Therapists, and have prior experience in the above mentioned specialized positions shall be granted years of service credit of up to ten (10) years for related experience providing licensed services in a school setting. The maximum step placement for new hires shall be Step 11. For salary step placement only, this agreement is retroactively corrective for current bargaining unit members hired in the last seven (7) fiscal years (going back to 2013/14). Back pay shall be for the 2020/2021 school year only.

#### 24.6 Step Requirements

The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If an employee is employed for at least 75% of a school year, they shall be given credit for that year's experience for salary schedule advancement purposes.

#### 24.7 Graduate Degree Recognition

Employees who have completed graduate studies leading to a Masters Degree or Doctoral shall receive \$1000.00 or \$1500.00, respectively. Eligible employees who work 50% or more of the school year will receive 100% of the stipend amount, and eligible employees who work less than 50% of the school year will receive a prorated amount of the total stipend. Eligible employees who are 0.50 FTE or more will receive the full stipend amount, and eligible employees who are less than 0.50 FTE will receive a prorated amount of the total stipend.

#### 24.8 Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by 2/3rd. If this multiplication results in a fraction what when added to the other semester units is within 1/2 unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the employee shall be placed on the next column.

#### 24.9 Special Assignment Salary Schedule

24.9.1 The following extra assignments will be paid at the rate 8.85% of Step 5 - Class III of the Salary Schedule:

- |   |                   |
|---|-------------------|
| a. Agriculture Teachers (for judging teams) | i. Drama Director |
| b. Band Director (two stipends)             | j. Dance Coach    |

- |   |                               |
|---|-------------------------------|
| c. Choir                                | k. Senior Project Coordinator |
| d. Activities Director (three stipends) | l. WASC Coordinator           |
| e. Athletics Director (three stipends)  | m. Odyssey of the Mind        |
| f. Newspaper Advisor                    | n. Humanities Coordinator     |
| g. Yearbook Advisor                     |                               |
| h. Debate and Speech Coach              |                               |

24.9.2 The following coaching assignments will be paid at the rate of 8.85% of Class III of the Certificated Salary Schedule, based on the years of paid coaching experience (up to five) within NJUHSD:

Head Varsity Coaches for sports (Boys and Girls):

- |                  |                         |
|------------------|-------------------------|
| a. Baseball      | h. Softball             |
| b. Golf          | i. Tennis               |
| c. Cross Country | j. Skiing               |
| d. Track         | k. Cross-Country Skiing |
| e. Wrestling     | l. Waterpolo            |
| f. Swimming      | m. Soccer               |
| g. Volleyball    |                         |

24.9.3 The following coaching assignments will be paid at the rate of 7.02% of Step 5, Class III of the Certificated Salary Schedule based on years of paid coaching experience within the NJUHSD:

- a. Assistant Coaches
- b. All lower level, JV, and Frosh head coaches.

24.9.4 The following coaching assignments will be paid at the rate of 10% of Class III of the Certificated Salary Schedule based on years of paid coaching experience within NJUHSD:

- a. Varsity Football Head Coach
- b. Varsity Basketball Head Coach (boys and girls)

24.9.5 Varsity athletic coaches who must coach in league or C.I.F. required post season play-offs shall receive \$125.00 per week (\$25.00 per day) of additional services required.

24.9.6 If a new job classification is established, the District shall negotiate with the Association over the appropriate salary for that classification. If possible, said negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled.

24.9.7 If there is any substantial change in the duties of any existing job classification, the District shall negotiate with the Association regarding possible modification in the salary for such position, and any modification in the salary for such position agreed to shall become effective to the first day that the change in duties became effective.

#### 24.9.8 Travel Expenses

Employees will be reimbursed travel expenses according to current District policy.

#### 24.9.9 Individualized Education Program (IEP)/504/Student Study Team Meetings (SST)

Association members will attend IEP, 504, SST, and other pre-approved related meetings.

24.9.9.2 Association members will attend IEP, 504, SST, and other pre-approved related meetings during class time. The District will make every effort to provide teachers with adequate advance notice of such meetings, along with a substitute teacher. Such meeting will not occur during a member's lunch. If they occur during a member's prep period, the Association members will be compensated according to the formula below.

24.9.9.3 When Association members attend IEP, 504, SST, and other pre-approved related meetings just after school, the time spent in such meetings will be applied toward the eight (8) extra duty hours required of Association members in the District, or the Association member will be paid on an hourly basis. The pay will be the hourly rate indicated in the Certificated Personnel Miscellaneous Salary Schedule for the category "IEP/504/SST-," paid a minimum of a half hour and in quarter hour increments thereafter. IEP, 504, SST, and other related pre-approved meetings may be called as early as 7:30 a.m. and no later than 4 p.m. Morning meetings will end for teachers by 8:20 a.m. or ten minutes before the start of school at the alternative sites. Members will be awarded one full duty hour or paid for one full hour for any fraction of the first hour spent in such meetings. After the first hour of a meeting members will be awarded hours or paid on the basis of prorated minutes spent in meetings. For example, for a meeting lasting 1 and ½ hours the teacher would be paid at the IEP/504/SST rate for the first hour and the "Before School IEP" rate for the following ½ hour.

24.9.9.4 For the 2016/17 school year, before school such meetings will not be called before 8:10 a.m. nor end for teachers after 8:25 a.m. Association members will be compensated at the hourly rate for "Before School IEP" in the Certificated Personnel Miscellaneous Salary Schedule for this time

### **ARTICLE 25** **OTHER AGREEMENTS**

- 25.1 All teachers shall sign the Internet Use Agreement attached as Appendix F.
- 25.2 All individual agreements, whether oral or written, which may exist between the District and any employee, coming within the jurisdiction of this Agreement, shall terminate upon the execution of this Agreement.
- 25.3 The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of said rights, are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waived the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or

matter may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- 25.4 This Section shall not preclude the parties from making changes or amendments to this Agreement by mutual consent.

## **ARTICLE 26**

### **SAVINGS**

- 26.1 If any provision of this Agreement or any application thereof to any employee is held by the highest court of the State or by a federal court to be contrary to the law, then such provision 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 27**


### **TERM OF AGREEMENT**

- 27.1 This agreement shall commence on July 1, 2021 and shall end on June 30, 2024. The parties agree to begin successor contract negotiations by February 1, 2024.

Notwithstanding the above, the District and the Association agree as follows:


- 27.2 Automatic reopeners for each year under this agreement shall be Salary, Employee Benefits, Teaching Hour and Teaching Load, and up to two (2) other articles for each party. If parties have any mutual articles to reopen, they will not count as the two (2) reopeners per party.

For the District:

  
Jamie Reeves  
Board President

Date: July 16, 2021

For the Association:

  
Eric Mayer  
Association President

Date: July 16, 2021





## Appendix A

### Nevada Union, Bear River, Silver Springs, Ghidotti, North Point, & Adult Education 2021/2022 School Year

July 2021							August 2021							September 2021							October 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	3	4	5	6	7					1	2	3	4							1	2
4	H	6	7	8	9	10	8	9	10	11	PD	PD	14	5	H	7	8	9	10	11	3	4	5	6	7	8	9
11	12	13	14	15	16	17	15	16m	17	18	19	20	21	12	13m	14	15	16	17	18	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	B	B	B	B	B	23
25	26	27	28	29	30	31	29	30	31					26	PD	PD	29	30			24	25	26	27	28	29	30
																					31						

November 2021							December 2021							January 2022							February 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1			1	2	3	4	5
7	8	9	10	H	12s	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	H	19
21	22	23	B	H	H	27	19	B	B	B	H	H	25	16	H	18	19m	20m	21m	22	20	H	22	23	24	25	26
28	29	30					26	B	B	B	H	H		23	24	25	26	27	28	29	27	28					

March 2022							April 2022							May 2022							June 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8m	9m	10m	11
13	14m	15	16	17	18	19	10	B	B	B	B	B	16	15	16s	17	18	19	20	21	12	13	14	15	16	17	18
20	21s	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29s	30	29	H	31					26	27	28	29	30		

School Breaks and Holidays				
August 12-13, 2021				Professional Development Days
August 16, 2021				First Day of School (Student Minimum Day)
September 6, 2021				Labor Day Holiday
September 13, 2021				Minimum Day - NJUHSTA
September 27-28, 2021				Professional Development Days
October 18-22, 2021				October Break
November 11, 2021				Veterans Day Holiday (Observed)
November 24-26, 2021				November Break (Thanksgiving Holiday)
December 20 - 31, 2021				Winter Break
January 17, 2022				Martin Luther King Jr. Holiday
February 18 and 21, 2022				Presidents Holiday
March 14, 2022				Minimum Day - NJUHSTA
April 11-April 15, 2022				Spring Break
May 30, 2022				Memorial Day Holiday
June 10, 2022				Last Day of School
<b><i>'One Additional "Floating" Professional Development Day</i></b>				

**\*\*Should the number of Emergency School Closure days exceed four (4), additional student instruction days may be added to the calendar June 13-June 30, 2022.**

Board approved: January 13, 2021 (revised 8/16/2021)

Quarter 1 Ends - 10/29/2021 (47 days)  
Semester 1 Ends - 1/21/2022 (91 days)  
Quarter 3 Ends - 4/1/2022 (47 days)  
Semester 2 Ends - 6/10/2022 (89 days)

180 Student Instruction Days  
185 Staff Contract Days<sup>1</sup>

#### Key to Symbols:

**B** - School Break  
**H** - Holiday  
**M** - Student Minimum Day  
**PD** - Professional Development  
**S** - Emergency School Closure

#### Make Up Days

(11/12, 3/21, 4/29, 5/16)

If there are no school closure days earlier in the year, these dates may be non-school days.

**Nevada Joint Union High School District**  
***Certificated Salary Schedule***

**July 1, 2021 - June 30, 2022 Board Approved for:**

**Contract Days: 185**

**Salaries are based on full-time contracts.**

	<b>Class</b>				
<b>Step</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
<b>1</b>	53,665	53,665	59,031	59,033	59,034
<b>2</b>	53,665	53,665	59,033	59,034	60,028
<b>3</b>	53,665	53,665	59,034	59,035	62,471
<b>4</b>	53,665	53,916	59,035	61,255	64,928
<b>5</b>	53,665	56,365	60,028	63,711	67,367
<b>6</b>	55,140	58,817	62,471	66,145	69,811
<b>7</b>	57,586	61,254	64,928	68,595	72,254
<b>8</b>	60,028	63,711	67,300	71,041	74,702
<b>9</b>	62,471	66,179	69,811	73,485	77,153
<b>10</b>	64,928	68,595	72,254	75,929	79,592
<b>11</b>	67,367	71,041	74,702	78,376	82,041
<b>12</b>	67,367	73,484	77,153	80,822	84,478
<b>13</b>	67,367	73,484	79,592	83,268	86,935
<b>14</b>	67,367	73,485	79,592	85,717	89,380
<b>15</b>	69,583	75,702	81,810	87,935	94,047
<b>16</b>	69,583	75,702	81,810	87,935	94,047
<b>17</b>	69,583	75,702	81,810	87,935	94,047
<b>18</b>	71,801	77,919	84,027	90,152	96,264
<b>19</b>	71,801	77,919	84,027	90,152	96,264
<b>20</b>	74,018	80,136	86,244	92,369	98,481
<b>21</b>	74,018	80,136	86,244	92,369	98,481
<b>22</b>	76,235	82,353	88,461	94,586	100,698
<b>23</b>	76,235	82,353	88,461	94,586	100,698
<b>24+</b>	78,385	84,570	90,678	96,803	102,916

**Department Heads:**

See collective bargaining agreement, Article IX, Sections 1-2

**Counselors and Nurses:**

Appropriate position on Teachers' Salary Schedule plus \$500 and ten (10) days at daily rate.

**TOSA:**

Appropriate position on Teachers' Salary Schedule and ten (10) days at daily rate.

**Research Directors:**

Appropriate position on Teachers' Salary Schedule plus \$5000 per assignment.

**Agriculture Teachers:**

Notwithstanding Section 24.3 of this Collective Bargaining Agreement, a Full Time Equivalent

Agriculture ("Ag") Teacher's work year shall consist of a total of 222.00 duty days (20% of 185 teacher duty days=37 additional duty days + 185 = 222). An FTE Ag teacher's work year shall be from July 1 through June 30 and all Ag teachers' payroll period shall be 12 months commencing July 1. An Agriculture teacher is defined as a teacher holding an agriculture credential and teaching at least three sections of agriculture.

**Key to Classifications**

Class I Bachelors Degree  
Class II Bachelors + 15 units  
Class III Bachelors + 30 units  
Class IV Bachelors + 45 units  
Class V Bachelors + 60 units

**Degree Stipend**

Masters Degree Additional \$1,000  
Doctorate Additional \$1,500  
Degree stipend is non-cumulative (highest degree only)

*For all employees hired on or after July 1, 2005, the payroll period shall be eleven months commencing August through June. Any individual hired on or after July 1, 2011 shall be granted year for year credit up to 10 years for all prior experience in public schools requiring certification qualifications.*

Board Approved: 8/11/21

# NEVADA JOINT UNION HIGH SCHOOL DISTRICT

## ATHLETICS COACHING SALARY SCHEDULE

July 1, 2021 - June 30, 2022 Board Approved for:

APPENDIX C

STEP	BASE	7.02%	8.85%	10.00%
5	60,028	\$4,214	\$5,312	\$6,003

1 The following coaching assignments will be paid at 8.85%:

Head VARSITY Coaches for boys and girls sports:

- a. Baseball
- b. Golf
- c. Cross Country
- d. Track
- e. Wrestling
- f. Swimming
- g. Volleyball
- h. Softball
- i. Tennis
- j. Skiing
- k. Cross Country Skiing
- l. Water Polo
- m. Soccer
- n. Snowboarding

2 The following coaching assignments will be paid at 10.00%

Head VARSITY coaches for boys and girls sports:

- a. Football
- b. Basketball

3 The following coaching assignments will be paid at 7.02%:

- a. Assistant Coaches
- b. Lower level, JV, and Frosh head coaches
- c. Spirit leaders, Pepster and Drill Team Advisors

4 Varsity athletic coaches who must coach in league or C.I.F. required play-offs, or post season duty shall receive \$125.00 per week (\$25.00 per day) of additional services required.

\* BASE is based on Class III, step 5, of the Certificated Salary Schedule. No longevity or MA/PhD bonuses apply.

# NEVADA JOINT UNION HIGH SCHOOL DISTRICT

## CERTIFICATED PERSONNEL MISCELLANEOUS SALARY SCHEDULE

## APPENDIX D

July 1, 2021 - June 30, 2022 Board Approved for:

### I. CERTIFICATED TEACHERS EXTRA ACTIVITIES

a.	I.E.P. MEETING MINIMUM	\$21.00	PER MEETING (1/2 HOUR)
b.	I.E.P. / 504 / S.S.T.	\$42.00	PER HOUR
c.	INDEPENDENT STUDY TEACHER	1.0 FTE	PER DIEM RATE (divided by 6 hours/day)
d.	SUMMER SCHOOL TEACHER	\$42.00	PER HOUR
e.	EXTENDED SCHOOL YEAR TEACHER, NURSE	BASE	PER DIEM RATE (divided by 7 hours/day)
f.	SATURDAY SCHOOL TEACHER	\$42.00	PER HOUR
g.	HOME HOSPITAL TEACHER	\$42.00	PER HOUR
h.	OTHER MISC. HOURLY CERTIFICATED (for example: Testing, Special Projects)	\$42.00	PER HOUR

### 2 STIPENDS:

a.	ALT SCH ATHLETIC DIRECTOR	\$7,000 per year	
b.	SKILLS USA LEAD	8.85% of step 5, Column III	(paid when grant funds are available)
	SKILLS USA COACH	7.02% of step 5, Column III	(paid when grant funds are available)
c.	DUAL ENROLLMENT	\$2,000 per year	(paid when grant funds are available)

NJUHSD BOARD APPROVED:

6/16/2021



<p style="text-align: center;">↙</p> <p style="text-align: center;"><b>PROBATIONARY SUMMATIVE EVALUATION CONFERENCE</b></p> <p style="text-align: center;"><b>By March 1st,</b></p> <p style="text-align: center;">Employee to complete and submit <a href="#"><i>Certificated Goal-Setting Form</i></a> (Section B), <b>five</b> <b>days</b> prior to Conference.</p> <p style="text-align: center;">Discuss <a href="#"><i>Summative Evaluation Report</i></a>.</p>	<p style="text-align: center;">↘</p> <p style="text-align: center;"><b>PERMANENT SUMMATIVE EVALUATION CONFERENCE</b></p> <p style="text-align: center;"><b>By May 1st,</b></p> <p style="text-align: center;">Employee to complete and submit <a href="#"><i>Certificated Goal-Setting Form</i></a> (Section B), <b>five</b> <b>days</b> prior to Conference.</p> <p style="text-align: center;">Review <i>Peer Evaluation/Alternative Project</i> documentation, as appropriate.</p> <p style="text-align: center;">Discuss <a href="#"><i>Summative Evaluation Report</i></a>.</p>
<p style="text-align: center;">↘</p>	<p style="text-align: center;">↙</p>
<p style="text-align: center;"><b>PERSONNEL FILE</b></p> <p><a href="#"><i>Classroom Observation Form</i></a>(s), <a href="#"><i>Self-Reflection Form</i></a>, <a href="#"><i>Goal-Setting Form</i></a> and <a href="#"><i>Summative Evaluation Report</i></a>, <i>Alternative Project Proposal (if applicable)</i> will be placed in the employee's Personnel File.</p> <p>Within ten days, the employee may attach a written response to the <i>Formal Classroom Observation Form(s) and Summative Evaluation Report</i> before these documents are placed in the employee's Personnel File.</p>	

**Appendix:**

[\*Certificated Evaluation Goal-Setting Form\*](#)  
[\*CA Standards for the Teaching Profession\*](#)  
[\*Self-Reflection Form\*](#)  
[\*Pre-Observation Form\*](#)  
[\*Peer-Evaluation Process\*](#)  
[\*Alternative Project Process\*](#)  
[\*Formal Classroom Observation Form\*](#)  
[\*Summative Evaluation Report\*](#)  
[\*Summative Evaluation Rubric\*](#)  
[\*Plan for Growth\*](#)

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**Certificated Evaluation**  
**Goal-Setting Form**

This form is to be completed by the employee prior to the Goal-Setting Conference and will be discussed with the evaluator during the conference. Please select two goals, to be described below, for the evaluation year. (The [Self-Reflection Form](#) will be utilized to aid in the development of goals.) **Section B** of this Goal-Setting Form shall be completed and submitted to your evaluator 5 days prior to the *Summative Evaluation Conference*.

Name: \_\_\_\_\_ Site: \_\_\_\_\_ School Year: \_\_\_\_\_

**Section A: Goal-Setting**

**During this evaluation cycle, what would you like to focus on within your professional practice?**

**Goal #1:**

[CSTP](#) (or other professional standard) addressed by this goal: \_\_\_\_\_

**Goal #2:**

[CSTP](#) (or other professional standard) addressed by this goal: \_\_\_\_\_

	Goal 1 Title: _____	Goal 2 Title: _____
Why is each goal important to your professional practice? Explain the need.		
What school site, WASC, and/or district goals (LCAP) relate to each goal?		
What strategies/activities/tools will you utilize toward attainment of each goal?		
What data/evidence can you gather and analyze to measure your success toward reaching each goal?		
What support/resources do you need in order to reach each goal?		

**Section B: Goals Progress (To be completed prior to Summative Conference)**



<b>Goal #1:</b>
<b>Evidence of Growth:</b> <i>Documentation of work toward goal (e.g. professional development, lesson plans, observations, etc.)</i>
<b>Summary of Progress:</b>
<b>Recommendation for Further Steps:</b>

<b>Goal #2:</b>
<b>Evidence of Growth:</b> <i>Documentation of work toward goal (e.g. professional development, lesson plans, observations, etc.)</i>
<b>Summary of Progress:</b>
<b>Recommendation for Further Steps:</b>

### ***Appendix***

#### **Self Reflection Forms**

[Classroom Teacher](#)

[Speech Language Pathologist](#)

[School Counselors](#)

[School Librarian](#)

[Teacher on Special Assignment](#)

[School Nurses](#)

[School Social Worker](#)

## NEVADA JOINT UNION HIGH SCHOOL DISTRICT CA Standards of the Teaching Profession

### **Standard One: Engaging and Supporting All Students in Learning**

1. Using knowledge of students to engage them in learning
2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
3. Connecting subject matter to meaningful, real-life contexts
4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
5. Promoting critical thinking through inquiry, problem solving, and reflection
6. Monitoring student learning and adjusting instruction while teaching

### **Standard Two: Creating and Maintaining Effective Environments for Student Learning**

1. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
2. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
3. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
4. Creating a rigorous learning environment with high expectations and appropriate support for all students
5. Developing, communicating, and maintaining high standards for individual and group behavior
6. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
7. Using instructional time to optimize learning

### **Standard Three: Understanding and Organizing Subject Matter for Student Learning**

1. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
2. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
3. Organizing curriculum to facilitate student understanding of the subject matter
4. Utilizing instructional strategies that are appropriate to the subject matter
5. Using and adapting resources, technologies, and standards-aligned instructional materials to make subject matter accessible to all students
6. Addressing the needs of English learners and students with special needs to provide equitable access to the content

### **Standard Four: Planning Instruction and Designing Learning Experiences for All Students**

1. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
2. Establishing and articulating goals for student learning
3. Developing and sequencing long-term and short-term instructional plans to support student learning
4. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
5. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

<b>Standard Five: Assessing Students for Learning</b>
---

1. Applying knowledge of the purposes, characteristics, and uses of different types of assessments
2. Collecting and analyzing assessment data from a variety of sources to inform instruction
3. Reviewing data, both individually and with colleagues, to monitor student learning
4. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
5. Involving all students in self-assessment, goal setting, and monitoring progress
6. Using available technologies to assist in assessment, analysis, and communication of student learning
7. Using assessment information to share timely and comprehensible feedback with students and their families

<b>Standard Six: Developing as a Professional Educator</b>
--

1. Reflecting on teaching practice in support of student learning
2. Establishing professional goals and engaging in continuous and purposeful professional growth and development
3. Collaborating with colleagues and the broader professional community to support teacher and student learning
4. Working with families to support student learning
5. Engaging local communities in support of the instructional program
6. Managing professional responsibilities to maintain motivation and commitment to all students
7. Demonstrating professional responsibility, integrity, and ethical conduct

## NEVADA JOINT UNION HIGH SCHOOL DISTRICT Certificated Employee Self-Reflection Form

This form is intended to facilitate a collaborative evaluation process. It may also be used to support developing the [Goal-Setting Form](#). It shall be completed and submitted at least five days prior to the Summative Evaluation Conference. The form will be included in the employee's personnel file.

<b>Employee Name:</b>
<b>Subjects/Grade Levels Taught:</b>
<b>School:</b>

### Section A: Self Reflection

#### **STANDARD ONE:      Engaging and Supporting All Students in Learning**

<i>1.1 Using knowledge of students to engage them in learning</i>
<i>1.2 Connecting learning to students' prior knowledge, backgrounds, life experience, and interests</i>
<i>1.3 Connecting subject matter to meaningful, real-life contexts</i>
<i>1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</i>
<i>1.5 Promoting critical thinking through inquiry, problem solving, and reflection</i>
<i>1.6 Monitoring student learning and adjusting instruction while teaching</i>

<b>Strengths:</b>
<b>Area(s) for Growth:</b>

**STANDARD TWO: Creating and Maintaining Effective Environments for Student Learning**

<i>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</i>
<i>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</i>
<i>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</i>
<i>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</i>
<i>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</i>
<i>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</i>
<i>2.7 Using instructional time to optimize learning</i>

**Strengths:**

**Area(s) for Growth:**

**STANDARD THREE: Understanding and Organizing Subject Matter for Student Learning**

<i>3.1 Demonstrates knowledge of subject matter, academic content standards, and curriculum frameworks</i>
<i>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</i>
<i>3.3 Organizing curriculum to facilitate student understanding of the subject matter</i>
<i>3.4 Utilizing instructional strategies that are appropriate to the subject matter</i>
<i>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials to make subject matter accessible to all students</i>
<i>3.6 Addressing the needs of English learners and student s with special needs to provide equitable access to the content</i>

<b>Strengths:</b>
Area(s) for Growth:

**STANDARD FOUR: Planning Instruction and Designing Learning Experiences for All**

<i>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</i>
<i>4.2 Establishing and articulating goals for student learning</i>
<i>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</i>
<i>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</i>
<i>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</i>

<b>Strengths:</b>
Area(s) for Growth:

**STANDARD FIVE: Assessing Students for Learning**

<i>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</i>
<i>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</i>
<i>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</i>
<i>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</i>
<i>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</i>
<i>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</i>

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

**Strengths:**

**Area(s) for Growth:**

**STANDARD SIX:        Developing as a Professional Educator**

*6.1 Reflecting on teaching practice in support of student learning*

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

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

*6.4 Working with families to support student learning*

*6.5 Engaging local communities in support of the instructional program*

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

*6.7 Demonstrating professional responsibility, integrity, and ethical conduct*

**Strengths:**

**Area(s) for Growth:**



**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**Certificated Employee Pre-Observation Form**

Name: \_\_\_\_\_ Site: \_\_\_\_\_ School Year: \_\_\_\_\_

*In order to guide the observation process, please answer the following questions as they relate to the lesson to be observed.*

1. What do you expect your students to learn in this lesson? Please reference the CA State Standards that apply.
  
  
  
  
  
  
  
  
  
  
2. What prior knowledge will your students be accessing for this lesson?
  
  
  
  
  
  
  
  
  
  
3. What activities will you and your students be doing?
  
  
  
  
  
  
  
  
  
  
4. What formative assessment tools will you be using in the lesson to check for student understanding?
  
  
  
  
  
  
  
  
  
  
5. Describe the summative assessment(s) for this unit.
  
  
  
  
  
  
  
  
  
  
6. What strategies will you be employing to support your identified goal(s) for the year, if applicable?
  
  
  
  
  
  
  
  
  
  
7. In addition to focusing on your identified goals, what additional feedback would you like to receive?

## NEVADA JOINT UNION HIGH SCHOOL DISTRICT

### Peer Evaluation Process

It is a foundational premise that all unit members desire to achieve excellence in their areas of responsibility. The goal of the peer coaching process is to support, lead, and assist each other toward this attainment. Fundamental to this process is colleagues collaboratively developing goals and plans for goal attainment and mutually analyzing their performance.

#### Eligibility

- ❑ 3 previous Summative Evaluations at *Meets/Exceeds Standards*

#### Steps to the Peer Evaluation Process

- Identify a Peer or Peers to work with as Peer Coach(es) - at your current site or other district sites
- *Goal-Setting Conference* - to include Administrator and Peer Coach(es)
- *Pre-Observation Meeting* - with peer coach(es); complete [Pre-Observation Form](#) prior to each observation.
- *Peer-Observation* - at least one but up to three
- *Post-Observation Meeting* - to include employee and Peer Coach(es), review the [Peer Coach Classroom Observation Form](#)
- Complete *Goal-Setting Form (Section B)*
  - To be completed with your peer coach
  - Submitted to administrator **at least 5 days prior to** Summative Evaluation Conference
- *Summative Evaluation Conference* - meeting with administration to review Summative Evaluation Form

## NEVADA JOINT UNION HIGH SCHOOL DISTRICT

### Alternative Project Process

It is a foundational premise that all unit members desire to achieve excellence in their areas of responsibility. The goal of the Alternative Project process is to explore, innovate, and develop a lasting project in pursuit of this attainment. Fundamental to this process is the identification of a professional, school, or district-wide need, and to strategically craft a solution that can be implemented in order to positively impact student achievement.

The nature and scope of the project will be agreed upon by the employee and the administrator and will contribute to the professional development of the staff member.

The project is generally to be completed in one year, with the deadline falling no later than May 1st.

#### Eligibility

- ☐ 3 previous Summative Evaluations at *Meets/Exceeds Standards*

#### Steps to the Alternative Project Process

- Complete *Goal-Setting Form* (Section A)
- Identify a Project, [develop a proposal and submit this form](#).
- *Goal-Setting Conference* - present project proposal. Discuss, refine, and agree to project proposal
- Interim project reports are required as agreed upon with the principal
- Presentation of your process and findings to an agreed upon panel of your peers and other stakeholders
- Complete *Goal-Setting Form* (Section B)
  - Submit to administrator **at least 5 days prior to** Summative Evaluation Conference
- *Summative Evaluation Conference* - meeting with administration to review Summative Evaluation Form

#### The Project

- Primarily serves the professional development of the educator.
- Is shared out to peers and/or relevant staff and stakeholders.

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**Alternative Project Proposal Form**

Employee Name:	School:
Position:	
Proposal/Abstract: <ul style="list-style-type: none"> <li>• Description of project idea and expected outcomes</li> <li>• Outline of benefit to student achievement</li> <li>• Projected timeline; resources needed, etc.</li> </ul>	
Connection to Site or District Goal(s):	
Connection to your goals for this school year (reference <i>Goal Setting Form</i> ):	
How will your project be shared out? To what stakeholders?	
Approved by: _____ Date: _____	

## **ALTERNATIVE PROJECT FAQ**

**Q: Who is eligible to participate in Alternative Project?**

A: Employees with 3 previous Summative Evaluations at *Meets/Exceeds Standards*

**Q: Do my evaluator and I have to agree together on Alternative Project?**

A: Yes, there must be mutual agreement in order for an Alternative Project to take place.

**Q: What can I do for an Alternative Project?**

A: The intent of the Alternative Project is to benefit the practice of the educator in their evaluation year and/or to benefit their site or the district. There are several options: e.g. Curriculum Innovation Project that can be implemented by other staff, application for National Board Certification, or being a first time BTSA Mentor. If you want help thinking about what you should focus on, a good place to start is the Professional Development goals for your school site: are you working on Math instruction? Universal Design for Learning? Parent engagement and communication? You can also think about curricula you've been wanting to improve, or students who need differentiation, or projects you and your colleagues have been dying to create. See Examples...

**Q: What is required of an Alternative Project?**

A: The actual process depends on what project you choose. One requirement, no matter your project, is a presentation of your process and findings to an agreed upon panel of your peers and other stakeholders in the Spring.

**Q: Can I do an Alternative Project every evaluation cycle?**

A: See the first question--as long as you and your administrator agree. They may want you to go through the formal evaluation process every other cycle, or they may be fine with you doing several alternative projects in a row.

**Q: When do my evaluator and I have to make a decision on the Alternative Project?**

A: It is recommended that you decide as soon as possible. You must notify your administrator by September 20th of the evaluation year of your intent to do an Alternative Project. A conference between the employee and the evaluator to complete the Goal Setting Form and the Request for Alternative Project Form is required by October 15th.

**Q: What happens if my evaluator does not approve my Alternative Project?**

A: It is the responsibility of the administration to find the most appropriate means of evaluation for each employee. Your request may be denied, or the administrator may request for you to revise your proposal.

**Q: Are there other resources available to assist me?**

A: Colleagues at your school who have completed an alternative project are the most valuable resource. In the meantime Please view the list of Project Examples here.

**ALTERNATIVE EVALUATION EXAMPLES****Inquiry Project****What is the purpose?**

Teacher Inquiry Projects are a way for teachers to observe and analyze what is happening to their own classrooms in order to improve instruction. By collecting data on their questions, teachers can objectively examine and improve their practice. Effective teachers are natural researchers, constantly questioning the why and how of teaching and learning. Inquiry projects offer a more formal means by which we can investigate our craft.

**How does this work?**

1. Identify an issue or question.
  - What do you want students to learn?
  - How will you know if they have learned it?
  - What will you do if they have?
  - What will you do if they haven't?
2. Form a hypothesis.
3. Check existing research on this issue.
4. Identify multiple data sources.
5. Collect, organize, and represent data.
6. Analyze the data and look for patterns.
7. Summarize findings/report conclusions.

**Examples:** Implement a Self-Paced Badge Incentive System; How Physical Space/Alternative Classroom Arrangements Impact Learning; Creation of a new Bell Schedule; etc.

## Lesson Study

### What is the purpose?

Lesson study is a way for teachers to plan, observe and refine “research lessons” designed to bring to life their long-term goals for student learning and development. This model provides an ongoing method to improve instruction based on careful observation of students and their work.

### How does this work?

1. Define the problem or issue.
2. Design the research lesson.
3. Try out the design.
4. Assess the design.
5. Revise the design.
6. Use the revised design.
7. Obtain peer feedback.
8. Share the results.

## National Board Certification

### What is the purpose?

National Board Certification (NBC) measures a teacher’s practice against high and rigorous standards. The process is an extensive series of performance-based assessments that includes teaching portfolios, student work samples, videotapes and thorough analyses of the candidate’s classroom teaching and student learning.

### How does this work?

1. Learn more at [www.nbpts.org](http://www.nbpts.org) and [www.aft.org/tools4teachers/career/national-board.htm](http://www.aft.org/tools4teachers/career/national-board.htm)
2. Register on [www.nbpts.org](http://www.nbpts.org).
3. Join a support group. You can contact BFT for information on any existing BUSD cohort groups.

## **First Time BTSA Support Provider**

### **What is the purpose?**

A support provider is able to work within a student centered culture of reflective practice and inquiry to move teaching and learning forward at every stage of the educational continuum.

### **How does this work?**

1. Become a support provider for a BTSA eligible teacher.
2. Reflect on the experience through written narrative.



**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**Admin Classroom Observation Form**

Name: \_\_\_\_\_ School: \_\_\_\_\_

Class/Subject: \_\_\_\_\_ School Year: \_\_\_\_\_

Pre-Observation Conference Date: \_\_\_\_\_

Observation Date: \_\_\_\_\_

Post-Observation Date: \_\_\_\_\_

Employment Status:    ☐ Permanent    ☐ Probationary 1    ☐ Probationary 2    ☐ Temporary

<b>Context of Observation</b> (i.e. time, location, background, special circumstances, etc.)

**NOTE:** The following section records what is observed during the formal classroom observation. Some sub-standards may not be applicable to this specific lesson and will be indicated as "N/A".

**INSTRUCTIONAL STANDARD**

Observed	Not Observed	<b>CSTP # 1: Engaging and Supporting All Students in Learning</b>
		<i>1.1 Using knowledge of students to engage them in learning</i>
		<i>1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests</i>
		<i>1.3 Connecting subject matter to meaningful, real-life contexts</i>
		<i>1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs</i>
		<i>1.5 Promoting critical thinking through inquiry, problem solving and reflection</i>
		<i>1.6 Monitoring student learning and adjusting instruction while teaching</i>

Comments:

Observed	Not Observed	<b>CSTP # 2: Creating and Maintaining Effective Environments for Student Learning</b>
		<i>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</i>
		<i>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</i>
		<i>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</i>
		<i>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</i>
		<i>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</i>
		<i>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</i>
		<i>2.7 Using instructional time to optimize learning.</i>

Comments:

Observed	Not Observed	<b>CSTP # 3: Understanding and Organizing Subject Matter for Student Learning</b>
		<i>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</i>
		<i>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</i>
		<i>3.3 Organizing curriculum to facilitate student understanding of the subject matter</i>
		<i>3.4 Utilizing instructional strategies that are appropriate to the subject matter</i>
		<i>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials to make subject matter accessible to all students</i>
		<i>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</i>

Comments:

Observed	Not Observed	<b>CSTP # 4: Planning Instruction and Designing Learning Experiences for All Students</b>
		<i>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction</i>
		<i>4.2 Establishing and articulating goals for student learning</i>
		<i>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</i>
		<i>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</i>
		<i>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</i>

Comments:

Observed	Not Observed	<b>CSTP # 5: Assessing Student Learning</b>
		<i>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</i>
		<i>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</i>
		<i>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</i>
		<i>5.4 Using assessment data to establish learning goals to plan, differentiate, and modify instruction</i>
		<i>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</i>
		<i>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</i>
		<i>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</i>

Comments:

ADDITIONAL COMMENTS (optional):

Administrator (Observer)	Date	Teacher	Date

*The teacher's signature does not constitute an endorsement of the evaluator's notations, but is an acknowledgement that the document has been received and reviewed. Teachers have the right to submit an additional written response for permanent inclusion in this report. Teachers wishing to submit a written response shall do so within ten (10) school days of the post-observation meeting.*

TEACHER RESPONSE SUBMITTED:                      Yes \_\_\_\_\_                      No \_\_\_\_\_

*Ed Code 44663*

*(a) Evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. The certificated employee shall have the right to initiate a written reaction or response to the evaluation. This response shall become a permanent attachment to the employee's personnel file. Before the last school day scheduled on the school calendar adopted by the governing board for the school year, a meeting shall be held between the certificated employee and the evaluator to discuss the evaluation.*

## NEVADA JOINT UNION HIGH SCHOOL DISTRICT Certificated Summative Evaluation Report

Name: \_\_\_\_\_ School: \_\_\_\_\_

Evaluation Date: \_\_\_\_\_ School Year: \_\_\_\_\_

### Section A: California Standards for the Teaching Profession

<b>CSTP # 1: Engaging and Supporting All Students in Learning</b>
<i>1.1 Using knowledge of students to engage them in learning</i>
<i>1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests</i>
<i>1.3 Connecting subject matter to meaningful, real-life contexts</i>
<i>1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs</i>
<i>1.5 Promoting critical thinking through inquiry, problem solving and reflection</i>
<i>1.6 Monitoring student learning and adjusting instruction while teaching</i>

Strengths:

Areas for Growth:

☐ Exceeds Standard    ☐ Meets Standard    ☐ Needs Improvement    ☐ Unsatisfactory

<b>CSTP # 2: Creating and Maintaining Effective Environments for Student Learning</b>
<i>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</i>
<i>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</i>
<i>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</i>
<i>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</i>

<i>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</i>
<i>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</i>
<i>2.7 Using instructional time to optimize learning</i>

Strengths:
Areas for Growth:

☐ Exceeds Standard    
 ☐ Meets Standard    
 ☐ Needs Improvement    
 ☐ Unsatisfactory

<b>CSTP # 3: Understanding and Organizing Subject Matter for Student Learning</b>
<i>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</i>
<i>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</i>
<i>3.3 Organizing curriculum to facilitate student understanding of the subject matter</i>
<i>3.4 Utilizing instructional strategies that are appropriate to the subject matter</i>
<i>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials to make subject matter accessible to all students</i>
<i>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</i>

Strengths:
Areas for Growth:

--

☐ Exceeds Standard    
 ☐ Meets Standard    
 ☐ Needs Improvement    
 ☐ Unsatisfactory

<b>CSTP # 4: Planning Instruction and Designing Learning Experiences for All Students</b>
---

<i>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction</i>
--

<i>4.2 Establishing and articulating goals for student learning</i>
---

<i>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</i>
---

<i>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</i>
---

<i>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</i>
--

Strengths:
------------

Areas for Growth:
-------------------

☐ Exceeds Standard    
 ☐ Meets Standard    
 ☐ Needs Improvement    
 ☐ Unsatisfactory

<b>CSTP # 5: Assessing Student Learning</b>
---

<i>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</i>
--

<i>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</i>
---

<i>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</i>
---

<i>5.4 Using assessment data to establish learning goals to plan, differentiate, and modify instruction</i>
---

<i>5.5 Involving all student in self-assessment, goal setting, and monitoring progress</i>
--

<i>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</i>
--

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

Strengths:

Areas for Growth:

☐ Exceeds Standard    ☐ Meets Standard    ☐ Needs Improvement    ☐ Unsatisfactory

**CSTP # 6: Developing as a Professional Educator**

*6.1 Reflecting on teaching practice in support of student learning*

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

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

*6.4 Working with families to support student learning*

*6.5 Engaging local communities in support of the instructional program*

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

*6.7 Demonstrating professional responsibility, integrity, and ethical conduct*

Strengths:

Areas for Growth:



☐ Exceeds Standard   
 ☐ Meets Standard   
 ☐ Needs Improvement   
 ☐ Unsatisfactory

### Section B: Goals Progress

OVERALL COMMENDATIONS:

OVERALL RECOMMENDATIONS:

### Section C: Overall Evaluation

☐ Meets/Exceeds Standards (All *Meets/Exceeds* with no more than one *Needs Improvement*)

**Next Evaluation Due:**

☐ 1 Year \_\_\_\_\_

*Probationary Y1*

☐ 2 Years \_\_\_\_\_

*Probationary Y2, or <10 yrs*

☐ ≤ 5 Years \_\_\_\_\_

*≥ 10 years (CBA article 18.5.1)*

☐ Eligible for peer evaluation or alternative project

- ☐ Needs Improvement (Two or more *Needs Improvement*, or any *Unsatisfactory*)

**Next Evaluation Due:**

☐ 1 Year \_\_\_\_\_

☐ Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix

- ☐ Unsatisfactory (Two or more *Unsatisfactory*)

**Next Evaluation Due:**

☐ 1 Year \_\_\_\_\_

☐ Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix

\_\_\_\_\_  
Administrator (Observer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

*The teacher's signature does not constitute an endorsement of the evaluator's notations, but is an acknowledgement that the document has been received and reviewed. Teachers have the right to submit an additional written response for permanent inclusion in this report. Teachers wishing to submit a written response shall do so within ten school days of the post-observation meeting.*

TEACHER RESPONSE SUBMITTED:

Yes \_\_\_\_\_

No \_\_\_\_\_

*Ed Code 44663*

*(a) Evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. The certificated employee shall have the right to initiate a written reaction or response to the evaluation. This response shall become a permanent attachment to the employee's personnel file. Before the last school day scheduled on the school calendar adopted by the governing board for the school year, a meeting shall be held between the certificated employee and the evaluator to discuss the evaluation.*

<b>CERTIFICATED EVALUATION RUBRIC</b> <b>Nevada Joint Union High School District</b> <i>This rubric will be used as a basis for the Summative Evaluation</i>				
	<b>Consistently Exceeds the California Standards for the Teaching Profession (Exceeds Standard)</b>	<b>Meets the California Standards for the Teaching Profession (Meets Standard)</b>	<b>Infrequently Meets the California Standards for the Teaching Profession (Needs Improvement)</b>	<b>Does Not Meet the California Standards for the Teaching Profession (Unsatisfactory)</b>
<b>STANDARD ONE: Engaging and Supporting All Students in Learning</b>	Teacher regularly designs motivational openings for lessons that engage, assess, and build background knowledge, and continues to assess throughout instruction. In addition to having well planned lessons, the teacher is able to take advantage of unexpected events or to modify the lesson effectively when students are not succeeding. Students pose relevant questions and consider other viewpoints when reflecting and evaluating content in meaningful contexts that encourage application of skills. A variety of activities are planned that help students make decisions about managing time, materials, and learning activities, leading toward autonomous learning.	Teacher routinely assesses background knowledge and designs activities to build or correct inaccurate knowledge. Learning activities are selected from a wide range of experiences to meet the learning styles of groups within the class. Students are encouraged to ask critical questions and view problems from different perspectives when problem solving. Students take an active part in correcting and reviewing their work, with some opportunities for peer evaluation.	Teacher occasionally builds on prior knowledge and life experiences in designing lessons. Multiple learning strategies may be used to engage students in thinking within and across subject areas. Students begin to apply few new skills to real life problems.	Teacher confines instruction to materials in text and uses a limited range of instructional strategies. Skills may be presented in isolation and with little opportunity to assess prior knowledge or apply new learning to problem solving situations.  Other components of this standard are not evidenced.
<b>STANDARD TWO: Creating and Maintaining Effective Environment for Student Learning</b>	Teacher facilitates multiple learning opportunities in which students take responsibility for creating a safe environment that is conducive to learning. Teacher ensures constructive interaction, students working independently and collaboratively. Teacher maximizes effective use of time and resources.	Teacher creates a safe physical environment that engages all students and promotes the effective use of instructional time. Teacher institutes and models procedures and routines that are consistent and clearly understood by all. Classroom environment and climate promote social development and group responsibility as well	Teacher maintains a safe learning environment. Teacher institutes some routines and procedures that promote interactions between teacher and students and among students.	Teacher demonstrates limited skill in establishing and maintaining a safe learning environment in which all students are treated fairly.  Other components of this standard are not evidenced.

		as support student learning.		
<b>STANDARD THREE: Understanding and Organizing Subject Matter for Student Learning</b>	Teacher uses a strong knowledge of subject matter, student development, instructional resources, and teaching strategies to make subject matter accessible to all students and to help students understand the central themes, concepts, and skills within the subject area and across subject areas.	Teacher uses a good understanding of subject matter and student development to interrelate ideas and information within and across subject areas to extend student's understanding.	Teacher uses some subject matter knowledge and student development knowledge to organize curriculum to facilitate students' understanding of the basic central themes, concepts, and skills.	Teacher exhibits limited working knowledge of subject matter and student development.  Other components of this standard are not evidenced.
<b>STANDARD FOUR: Planning Instruction and Designing Learning Experiences for All Students</b>	Teacher creates long and short term plans and helps students take ownership of challenging goals that are enriched by student background and experiences, guided by state and local standards and grade level expectations. Teacher modifies and adjusts plans and goals according to student achievement, as measured by ongoing assessment and student interests.	Teacher's plans incorporate related subject matter knowledge, reflect grade-level curriculum expectations, and effectively use a variety of instructional strategies to promote learning goals and connect with student experiences and interests. Teacher routinely assesses student progress and modifies instructional plans to adjust for student needs.	Teacher generally plans instruction without drawing upon students' backgrounds. Occasionally establishes class goals with regard for student experience, language development, and home and school expectations.	Teacher rarely sequences curriculum and designs long and short term plans.  Other components of this standard are not evidenced.
<b>STANDARD FIVE: Assessing Student Learning</b>	Using a variety of sources and available District tools (including students' assessment of own work) and based on clearly articulated goals, teacher assesses student achievement and communicates results with parents, support staff, and students. Teacher (sometimes teacher and students collaboratively) continually adjusts instruction and learning opportunities to more closely fit student	Teacher uses a variety of sources to assess students and involves students in assessing and setting goals based on an examination of their own work. Teacher uses available District tools to assist in assessment, analysis, and communication of student learning in a timely manner. Teacher adjusts instruction and learning activities based on assessment.	Teacher collects information from a variety of sources, including formal and informal assessments without consistently utilizing the results to adjust instruction.	Teacher collects information about student performance from a single or limited source.  Other components of this standard are not evidenced.

	needs. Teacher guides students in setting and adjusting independent learning goals based on collaborative examination of students' work.			
<b>STANDARD SIX: Developing as a Professional Educator</b>	Teacher has leadership role in creating professional working relationships with staff and in the larger school community. Teacher seeks learning opportunities and professional contacts to enhance classroom practice and school goals and to expand and deepen personal repertoire of skills and strategies. Teacher positively manages challenging situations that may involve conflicts with families and colleagues.	Teacher reflects on personal teaching practices and actively engages in planning personal goals for professional development. Teacher demonstrates effective interpersonal communication skills within the school and larger community. Teacher manages professional duties proficiently. Teacher works effectively with families to support student learning.	Teacher occasionally collaborates with colleagues or the broader professional community to support student learning. At times, teacher works collaboratively with families to support student learning. Teacher manages professional responsibilities occasionally.	Teacher minimally collaborates with colleagues or the broader professional community to support student learning. Teacher does not work collaboratively with families to support student learning. Teacher manages professional responsibilities marginally.  Other components of this standard not evidenced.

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**Certificated Evaluation**  
**Plan for Growth**

This form will be completed by the evaluator by the end of the school year during which the evaluation process began. The employee will then complete a new [Goal-Setting Form](#) by **October 15th** of the following year. The evaluation process will then resume as outlined in the [Evaluation Timeline](#).

Name: \_\_\_\_\_ School: \_\_\_\_\_ School Year: \_\_\_\_\_

Continuation of evaluation process from \_\_\_\_\_ school year.

Areas for growth:

Professional standards to be addressed through employee's *Goal-Setting Form*:

Support to be provided to the employee:

\_\_\_\_\_  
 Administrator (Observer)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Teacher

\_\_\_\_\_  
 Date

It is a foundational premise that all unit members desire to achieve excellence in their areas of responsibility. The goal of the employee evaluation process is to support, lead, and assist each person toward this attainment. Fundamental to the evaluation process, the supervisor and employee **collaboratively** develop goals and a plan for goal attainment and mutually analyze the employee's performance.

\* Alternative modes of evaluation for eligible employees only.



(Certificated Evaluation Grid, Peer-Evaluation Process, Alternative Project Process)



## Continue to Summative Evaluation Conference



Evaluator/coach documents evidence throughout the year in Section A of *Certificated Evaluation Grid* based on appropriate Professional Standards and the agreed upon certificated employee's goals.  
As needed, meet with evaluator/coach to discuss areas of focus.



Employees completing the Peer Evaluation process shall meet to review and discuss their completed *Goal Setting Form* (Section B), and *Certificated Evaluation Grid* (right column of Section A, by peer evaluator).



<p><b>PROBATIONARY</b>  <b>SUMMATIVE EVALUATION CONFERENCE</b>  <b>By March 1st,</b>  Employee to complete and submit  <a href="#">Certificated Evaluation Goal-Setting Form</a> (Section  B) and <a href="#">Self-Reflection Form</a>, <b>five days</b> prior to  Conference.    Discuss <a href="#">Certificated Evaluation Grid</a>.</p>	<p><b>PERMANENT</b>  <b>SUMMATIVE EVALUATION CONFERENCE</b>  <b>By May 1st,</b>  Employee to complete and submit  <a href="#">Certificated Evaluation Goal-Setting Form</a> (Section  B) and <a href="#">Self-Reflection Form</a>, <b>five days</b> prior to  Conference.  Review <i>Peer Evaluation/Alternative Project</i>  documentation, as appropriate.  Discuss <a href="#">Certificated Evaluation Grid</a>.</p>
↘	↙
<p><b>PERSONNEL FILE</b>  <a href="#">Certificated Evaluation Goal-Setting Form</a>, <a href="#">Self-Reflection Form</a> and <a href="#">Certificated Evaluation Grid</a>  will be placed in the employee's Personnel File.  Within ten days, the employee may attach a written response to the <i>Certificated Evaluation Grid</i>  before these documents are placed in the employee's Personnel File.</p>	

**Appendix:**

[Certificated Evaluation Goal-Setting Form](#)  
[Plan for Growth](#)

**Self Reflection Forms**

<a href="#">Speech Language Pathologist</a>	<a href="#">School Counselor</a>	<a href="#">School Librarian</a>
<a href="#">Teacher on Special Assignment</a>	<a href="#">School Nurse</a>	<a href="#">School Social Worker</a>

**Certificated Non-Teaching Evaluation Grids**

<a href="#">Speech Language Pathologist</a>	<a href="#">School Counselor</a>	<a href="#">School Librarian</a>
<a href="#">Teacher on Special Assignment</a>	<a href="#">School Nurse</a>	<a href="#">School Social Worker</a>



**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**Certificated Evaluation**  
**Goal-Setting Form**

This form is to be completed by the employee prior to the Goal-Setting Conference and will be discussed with the evaluator during the conference. Please select two goals, to be described below, for the evaluation year. (The [Self-Reflection Form](#) will be utilized to aid in the development of goals.) **Section B** of this Goal-Setting Form shall be completed and submitted to your evaluator 5 days prior to the *Summative Evaluation Conference*.

Name: \_\_\_\_\_ Site: \_\_\_\_\_ School Year: \_\_\_\_\_

**Section A: Goal-Setting**

**During this evaluation cycle, what would you like to focus on within your professional practice?**

**Goal #1:**

[CSTP](#) (or other professional standard) addressed by this goal: \_\_\_\_\_

**Goal #2:**

[CSTP](#) (or other professional standard) addressed by this goal: \_\_\_\_\_

	<b>Goal 1 Title:</b> _____	<b>Goal 2 Title:</b> _____
Why is each goal important to your professional practice? Explain the need.		
What school site, WASC, and/or district goals (LCAP) relate to each goal?		
What strategies/activities/tools will you utilize toward attainment of each goal?		
What data/evidence can you gather and analyze to measure your success toward reaching each goal?		
What support/resources do you need in order to reach each goal?		

**Section B: Goals Progress (To be completed prior to Summative Conference)**

<b>Goal #1:</b>
<b>Evidence of Growth:</b> <i>Documentation of work toward goal (e.g. professional development, lesson plans, observations, etc.)</i>
<b>Summary of Progress:</b>
<b>Recommendation for Further Steps:</b>

<b>Goal #2:</b>
<b>Evidence of Growth:</b> <i>Documentation of work toward goal (e.g. professional development, lesson plans, observations, etc.)</i>
<b>Summary of Progress:</b>
<b>Recommendation for Further Steps:</b>

### ***Appendix***

#### **Self Reflection Forms**

[Classroom Teacher](#)

[Speech Language Pathologist](#)

[School Counselors](#)

[School Librarian](#)

[Teacher on Special Assignment](#)

[School Nurses](#)

[School Social Worker](#)

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
Certificated Employee Self-Reflection Form - SLP**

This form is intended to facilitate a collaborative evaluation process. It may also be used to support developing the [Goal-Setting Form](#). It shall be completed and submitted at least five days prior to the Summative Evaluation Conference. The form will be included in the employee's personnel file.

<b>Employee Name:</b>
<b>Subjects/Grade Levels Taught:</b>
<b>School:</b>

**STANDARD I. ADVOCACY AND OUTREACH**

1. Advise regulatory and legislative agencies about the continuum of care
2. Engage decision makers at the local, state, and national levels for improved administrative and governmental policies affecting access to services and funding for communication and swallowing issues.
3. Advocate at the local, state, and national levels for funding for services, education, and research.
4. Participate in associations and organizations to advance the speech-language pathology profession
5. Promote and market professional services.
6. Help to recruit and retain SLPs with diverse backgrounds and interests.
7. Collaborate on advocacy objectives with other professionals/colleagues regarding mutual goals
8. Serve as expert witnesses, when appropriate.
9. Educate consumers about communication disorders and speech-language pathology services.
10. Advocate for fair and equitable services for all individuals, especially the most vulnerable.
11. Inform state education agencies and local school districts about the various roles and responsibilities of school-based SLPs, including direct service, IEP development, Medicaid members, and attendance at required meetings. billing, planning and delivery of assessment and therapy, consultation with other team members, and attendance at required meetings.

<b>Strengths:</b>
<b>Area(s) for Growth:</b>

**STANDARD II. SUPERVISION**

1. Possess service delivery and professional practice skills necessary to guide the supervisee;
2. Apply the art and science of supervision to all stakeholders (i.e., those supervising and being supervised), recognizing that supervision contributes to efficiency in the workplace;
3. Seek advanced knowledge in the practice of effective supervision;
4. Establish supervisory relationships that are collegial in nature;
5. Support supervisees as they learn to handle emotional reactions that may affect the therapeutic process;
6. Establish a supervisory relationship that promotes growth and independence while providing support and guidance.

**Strengths:**

**Area(s) for Growth:**

**STANDARD III. EDUCATION**

1. Serve as faculty at institutions of higher education, teaching courses at the undergraduate, graduate, and postgraduate levels;
2. Mentor students who are completing academic programs at all levels;
3. Provide academic training to students in related disciplines and students who are training to become speech-language pathology assistants; and
4. Provide continuing professional education to SLPs and to professionals in related disciplines

**Strengths:**

**Area(s) for Growth:**

**STANDARD IV. RESEARCH**

1. SLPs conduct and participate in basic and applied/translational research related to cognition, verbal and nonverbal communication, pragmatics, literacy (reading, writing and spelling), and feeding and swallowing. This research may be undertaken as a facili verbal and nonverbal communication, pragmatics, literacy (reading, writing and spelling), SLPs conduct and participate in basic and applied/translational research related to cognition, ty-specific effort or may be coordinated across multiple settings
2. SLPs engage in activities to ensure compliance with Institutional Review Boards and international laws pertaining to research. SLPs engage in activities to ensure compliance with Institutional Review Boards and
3. SLPs collaborate with other researchers and may pursue research funding through grants

**Strengths:**

**Area(s) for Growth:**

**STANDARD V. ADMINISTRATION AND LEADERSHIP**

1. SLPs administer programs in education, higher education, schools, health care, private practice, and other settings. SLPs administer programs in education, higher education, schools, health care, private design; program cooperation with outside agencies in education and healthcare. growth and innovation; professional development; compliance with laws and regulations; and
2. Their administrative roles are not limited to speech-language pathology, as they may administer programs across departments and at different levels within an institution.
3. SLPs promote effective and manageable workloads in school settings, provide appropriate services under IDEA (2004), and engage in program design and development.

**Strengths:**

**Area(s) for Growth:**

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**Certificated Employee Self-Reflection Form- School Counselor**

This form is intended to facilitate a collaborative evaluation process. It may also be used to support developing the [Goal-Setting Form](#). It shall be completed and submitted at least five days prior to the Summative Evaluation Conference. The form will be included in the employee's personnel file.

<b>Employee Name:</b>
<b>Subjects/Grade Levels Taught:</b>
<b>School:</b>

**STANDARD ONE: ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING**

<i>1.1 Ensure all students are engaged in a system of support designed for learning and academic success.</i>
<i>1.2 Advocate for educational opportunity, equity and access for all students.</i>
<i>1.3 Advocate for the learning and academic success of all students.</i>
<i>1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies.</i>

<b>Strengths:</b>
<b>Area(s) for Growth:</b>



**STANDARD TWO: PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL AND SOCIAL DEVELOPMENT OF ALL STUDENTS**

<i>2.1 Demonstrate organizational skills.</i>
<i>2.2 Develop outcome-based program.</i>
<i>2.3 Assess program outcomes and analyze data.</i>
<i>2.4 Demonstrate leadership in program development.</i>

**Strengths:**

**Area(s) for Growth:**

**STANDARD THREE: UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT**

<i>3.1 Assess student characteristics and utilize the information to plan for individual student growth and achievement.</i>
<i>3.2 Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans.</i>
<i>3.3 Monitor student personal, academic, and career progress.</i>

**Strengths:**

**Area(s) for Growth:**

#### STANDARD FOUR: COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES

<i>4.1 Build and maintain student support teams for student achievement.</i>
<i>4.2 Provide consultation and education for teachers and parents.</i>
<i>4.3 Develop working relationships within the school that include school staff members, parents and community members.</i>
<i>4.4 Coordinate support from community agencies.</i>

<b>Strengths:</b>     
<b>Area(s) for Growth:</b>     

#### STANDARD FIVE: PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS

<i>5.1 Promote positive, safe and supportive learning environment</i>
<i>5.2 Develop and implement programs that address the personal and social risk factors of students</i>
<i>5.3 Develop and implement programs that reduce the incidence of school site violence.</i>
<i>5.4 Incorporate models of systemic school safety that address elements of prevention, intervention and treatment into the school system.</i>

<b>Strengths:</b>     
<b>Area(s) for Growth:</b>     

**STANDARD SIX: DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR**

<i>6.1 Establish professional goals and pursue opportunities to improve.</i>
<i>6.2 Model effective practices and continuous progress in school counseling.</i>
<i>6.3 Adhere to professional codes of ethics, legal mandates and district policies</i>

**Strengths:****Area(s) for Growth:**

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**Certificated Non-Teaching Self-Reflection Form - Librarian**

This form is intended to facilitate a collaborative evaluation process. It may also be used to support developing the [Goal-Setting Form](#). It shall be completed and submitted at least five days prior to the Summative Evaluation Conference. The form will be included in the employee's personnel file.

<b>Employee Name:</b>
<b>Subjects/Grade Levels Taught:</b>
<b>School:</b>

**I. School Librarian Standards of Practice**

*1. **Instructional Partnership:** Collaboratively plans instruction and develops the library media program using state and district curricula and standards, instructional calendars, effective strategies, resources, and data to support teachers and address the differentiated needs of all students.*

<b>Strengths:</b>
<b>Area(s) for Growth:</b>

*2. **Role of Reading:** Develops a culture of reading and promotes reading as a foundational skill for learning, personal growth, and enjoyment.*

<b>Strengths:</b>
<b>Area(s) for Growth:</b>

**3. Information and Technology Literacy:** Plans and provides instruction that addresses multiple literacies, including information literacy, media literacy, and technology literacy

**Strengths:**

**Area(s) for Growth:**

**4. Instructional Leadership:** Fosters the success of all students by serving on decision-making teams in the school, designing and delivering professional learning, and contributing to a shared vision of teaching and learning that leads to school improvement.

**Strengths:**

**Area(s) for Growth:**

**5. Effective Practices for Research:** Teaches and models developmentally appropriate best practices for learning and research.

**Strengths:**

**Area(s) for Growth:**

**6. Program Planning and Administration:** Develops and implements a strategic plan and vision for continuous improvement of the library media program and to support the learning goals of the school community.

**Strengths:**

**Area(s) for Growth:**

**7. Positive Learning Environment:** Provides a well-managed, safe, and welcoming environment that supports personalized learning, includes flexible and equitable access to physical and digital resources, ensures a well-rounded education, and encourages respect for all.

**Strengths:**

**Area(s) for Growth:**

**8. Collection Development:** Supports the curriculum through selection and management of resources that meet the needs and interests of patrons.

**Strengths:**

**Area(s) for Growth:**

**9. Professionalism:** *Fosters the success of students by demonstrating professional standards and ethics, engaging in continuous professional learning, and contributing to the profession.*

**Strengths:**

**Area(s) for Growth:**

**10. Communication:** *Fosters the success of all students by communicating and collaborating effectively with stakeholders in ways that enhance student learning and engagement.*

**Strengths:**

**Area(s) for Growth:**

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
Certificated TOSA Employee Self-Reflection Form**

This form is intended to facilitate a collaborative evaluation process. It may also be used to support developing the [Goal-Setting Form](#). It shall be completed and submitted at least five days prior to the Summative Evaluation Conference. The form will be included in the employee's personnel file.

<b>Employee Name:</b>
<b>Subjects/Grade Levels Taught:</b>
<b>School:</b>

**STANDARD ONE: Content Specialist**

A significant and growing depth of knowledge is demonstrated in area of specialty.

<b>Strengths:</b>
<b>Area(s) for Growth:</b>

**STANDARD TWO: Collaborative Partner**

Demonstrates effective collaboration with all appropriate stakeholders, including developing professional learning for relevant staff members.

<b>Strengths:</b>
<b>Area(s) for Growth:</b>



**STANDARD THREE: Communication**

Clear communication across all necessary media, training, both out-going and in the solicitation of feedback

**Strengths:**

**Area(s) for Growth:**

**STANDARD FOUR: Instructional Leadership:**

Fosters the success of all students by serving on decision-making teams in the school, designing and delivering professional learning, and contributing to a shared vision of teaching and learning that leads to school improvement.

**Strengths:**

**Area(s) for Growth:**

**STANDARD FIVE: Program Planning, Administration, and Evaluation:**

Effective planning and execution of program as it pertains to site/district goals, and effective evaluation of program effectiveness, including data analysis.

**Strengths:**

<b>Area(s) for Growth:</b>
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**STANDARD SIX: Production Outcomes:**

A continuous contribution is being made in meeting the needs/goals of the school/district.

<b>Strengths:</b>
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<b>Area(s) for Growth:</b>
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**STANDARD SEVEN: Professional Development:**

Consistently updates with current trends, best practices, and relevant standards, through research and appropriate conferences.

<b>Strengths:</b>
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<b>Area(s) for Growth:</b>
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**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**Certificated Non-Teacher Self-Reflection Form - School Nurse**

This form is intended to facilitate a collaborative evaluation process. It may also be used to support developing the [Goal-Setting Form](#). It shall be completed and submitted at least five days prior to the Summative Evaluation Conference. The form will be included in the employee's personnel file.

<b>Employee Name:</b>
<b>Subjects/Grade Levels Taught:</b>
<b>School:</b>

**I. STANDARDS OF SCHOOL NURSING PRACTICE (1- 6)**

<i>1. <b>Assessment:</b> The school nurse collects comprehensive data pertinent to the child's health or situation</i>
<i>2. <b>Diagnosis:</b> The school nurse analyzes the assessment data to determine the diagnosis and issues.</i>
<i>3. <b>Outcomes Identification:</b> The school nurse identifies expected outcomes for a plan individualized to the client or situation.</i>
<i>4. <b>Planning:</b> The school nurse develops a plan that prescribes strategies and alternatives to attain expected outcomes.</i>
<i>5. <b>Implementation:</b> The school nurse implements and documents the identified plan using evidence-based interventions and standard language or recognized terminology.</i> <ul style="list-style-type: none"> <li><i>A. Coordination of Care</i></li> <li><i>B. Health Teaching and Health Promotion</i></li> <li><i>C. Consultation</i></li> <li><i>D. Prescriptive Authority and Treatment</i></li> </ul>
<i>6. <b>Evaluation:</b> The school nurse evaluates progress towards attainment of outcomes.</i>

<b>Strengths:</b>
<b>Area(s) for Growth:</b>

## II. STANDARDS OF PROFESSIONAL PERFORMANCE (7-17)

7. <b>Ethics:</b> <i>The school nurse practices ethically.</i>
8. <b>Education:</b> <i>The school nurse attains knowledge and competency that reflects current nursing practice.</i>
9. <b>Evidence-Based Practice and Research:</b> <i>The school nurse integrates evidence and research findings into practice.</i>
10. <b>Quality of Practice:</b> <i>The school nurse contributes to quality of nursing practice.</i>
11. <b>Communication:</b> <i>The school nurse communicates effectively in a variety of formats in all areas of nursing practice.</i>
12. <b>Leadership:</b> <i>The school nurse demonstrates leadership in the professional practice setting and the profession.</i>
13. <b>Collaboration:</b> <i>The school nurse collaborates with the healthcare consumer, the family and others in the conduct of nursing practice.</i>
14. <b>Professional Practice Evaluation:</b> <i>The school nurse evaluates one's own nursing practice in relation to professional practice standards and guidelines, relevant statutes, rules and regulations.</i>
15. <b>Resource Utilization:</b> <i>The school nurse utilizes appropriate resources to plan and provide nursing services that are safe, effective, and financially responsible.</i>
16. <b>Environmental Health:</b> <i>The school nurse practices in an environmentally safe and healthy manner.</i>
17. <b>Program Management:</b> <i>The school nurse manages School Health Services.</i>

**Strengths:**

**Area(s) for Growth:**

## NEVADA JOINT UNION HIGH SCHOOL DISTRICT Certificated Social Worker Self-Reflection Form

This form is intended to facilitate a collaborative evaluation process. It may also be used to support developing the [Goal-Setting Form](#). It shall be completed and submitted at least five days prior to the Summative Evaluation Conference. The form will be included in the employee's personnel file.

<b>Employee Name:</b>
<b>Position:</b>
<b>Site:</b>

### STANDARD ONE:      Ethics and Values

School social workers shall adhere to the ethics and values of the social work profession and shall use the NASW Code of Ethics as a guide to ethical decision making, while understanding the unique aspects of school social work practice and the needs of the students, parents, and communities they serve.

#### **Interpretation**

School social workers shall demonstrate core values of service, social justice, dignity and worth of the person, importance of human relationships, integrity, and competence. In addition, school social workers shall adhere to the professional ethical responsibilities delineated in the NASW Code of Ethics. School social workers shall have knowledge of and comply with local, state, and federal mandates related to informed consent, privacy and confidentiality, and access to records within the context of legal and ethical rights of minors and parents. Students, families, and other professionals shall be informed of the limits of confidentiality when services are initiated. Employers and school administrators should be informed of the ethical responsibilities of the social work profession. In the event that conflicts arise among competing expectations, school social workers are directed to the NASW Code of Ethics as a tool in their decision making

#### **Strengths:**

#### **Area(s) for Growth:**

### STANDARD TWO:      Qualifications

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School social workers shall meet the provisions for professional practice set by NASW and their respective state department of education and possess knowledge and understanding basic to the social work profession as well as the local education system.

**Interpretation**

School social workers shall have a graduate degree in social work from a program accredited by the Council on Social Work Education (CSWE). An MSW degree is the recommended entry-level qualification for a school social worker position. As a distinct specialty within the social work profession, school social work requires specialized knowledge and understanding of education systems, which should be provided by social work education programs. The school social worker shall actively seek this specialized training when the CSWE accredited program does not provide it. School social workers shall be licensed by state boards of social work and certified through state departments of education when available.

**Strengths:**

**Area(s) for Growth:**

**STANDARD THREE: Assessment**

School social workers shall conduct assessments of individuals, families and systems/organizations (namely, classroom, school, neighborhood, district, state) with the goal of improving student social, emotional, behavioral, and academic outcomes.

**Interpretation**

School social workers shall possess skills in systematic assessment, data gathering, and interpretation at multiple levels using a variety of methods (for example, interview, direct observation, standardized instruments, surveys, focus groups) to assess the needs, characteristics, and interactions of students, families, and school personnel. School social workers shall conduct reliable and valid assessments of students and organizations to inform the design of interventions to remove barriers to learning. Assessments shall use ecological perspectives and functional approaches to enhance understanding of barriers to learning and the interventions that foster improvement of student well-being and academic progress.

**Strengths:**

Area(s) for Growth:

#### **STANDARD FOUR: Intervention**

School social workers shall understand and use evidence-informed practices in their interventions.

##### **Interpretation**

School social workers shall remain current with school-based intervention research and use evidence-informed practices in service delivery. Interventions shall be designed to enhance positive educational experiences and involve the student, the family, other team members, school personnel, and community resources as appropriate. Interventions shall be based on assessments relevant to the concerns in the referral and include goals, objectives, methods of evaluation, and outcome criteria. Interventions shall be applied within the multi-tier framework and address the ecologies (for example, home, school, community) most relevant to the problem being addressed.

**Strengths:**

**Area(s) for Growth:**

#### **STANDARD FIVE: Decision-making and Practice Evaluation**

School social workers shall use data to guide service delivery and to evaluate their practice regularly to improve and expand services.

##### **Interpretation**

School social workers shall collect, analyze, synthesize, and disseminate data related to their practice. School social workers shall conduct ongoing evaluation to determine the level of effectiveness of all interventions. Methods used to evaluate social work practice shall be assessed periodically to ensure that objectives, activities, and measured outcomes are aligned with the local education agency's goals and social work ethical practice.

**Strengths:**

<b>Area(s) for Growth:</b>

**STANDARD SIX: Record Keeping**

School social workers shall maintain accurate data and records that are relevant to planning, implementation, and evaluation of school social work services.

**Interpretation**

School social workers shall maintain timely, accurate, and confidential records that document school social work services, demonstrate outcomes, and promote accountability to the local education agency and community. Records shall be maintained according to federal, state, and local laws.

<b>Strengths:</b>
<b>Area(s) for Growth:</b>

**STANDARD SEVEN: Workload Management**

School social workers shall organize their workloads to fulfill their responsibilities and clarify their critical roles within the educational mission of the school or district in which they work.

**Interpretation**

School social workers shall manage their work in an efficient and effective manner. Priorities for practice shall be developed collaboratively between the school social worker and the supervisor. Priorities shall be established on the basis of the needs of students, professional skills of the school social worker, program needs, research, and availability of other resources. School social workers shall perform roles and responsibilities across a multi-tier framework for service delivery and use technology to enhance communication, obtain and organize information, demonstrate accountability, and complete workload assignments.

<b>Strengths:</b>
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<b>Area(s) for Growth:</b>

### **STANDARD EIGHT: Professional Development**

School social workers shall pursue continuous enhancement of knowledge and skills to provide the most current, beneficial, and culturally appropriate services to students and their families.

#### **Interpretation**

School social workers shall adhere to the NASW Standards for Continuing Professional Education and follow state professional regulation regarding continuing education requirements. School social workers shall access ongoing supervision and consultation to increase their professional proficiency and competence. School social workers shall participate in professional development activities that enhance their knowledge and skills. School social workers shall also contribute to the development of the profession by educating and supervising school social work interns when possible.

<b>Strengths:</b>
<b>Area(s) for Growth:</b>

### **STANDARD NINE: Cultural Competence**

School social workers shall ensure that students and their families are provided services within the context of multicultural understanding and competence.

#### **Interpretation**

School social workers shall demonstrate self awareness, knowledge, and practice skills consistent with the NASW Standards for Cultural Competence in Social Work Practice. School social workers shall continue to develop specialized knowledge and understanding about client groups they serve and culturally appropriate resources. This understanding shall be applied in a manner that results in a positive school climate that respects and values differences. School social workers shall use evidence-informed practices, skills, and techniques that reflect the worker's understanding of the role of culture

in the helping process. School social workers shall recognize barriers to academic progress relating to cultural issues within the local education agency, while supporting an environment that honors and celebrates the cultures of the population within the school.

**Strengths:**

**Area(s) for Growth:**

**STANDARD TEN: Interdisciplinary Leadership and Collaboration**

School social workers shall provide leadership in developing a positive school climate and work collaboratively with school administration, school personnel, family members, and community professionals as appropriate to increase accessibility and effectiveness of services.

**Interpretation**

School social workers shall serve as leaders and consultants in promoting positive school climate. School social workers shall also serve as leaders and consultants to facilitate an understanding of factors in the home, school and community that affect students' educational experiences. School social workers shall provide training and engage parents, school personnel, other professionals and community members in the removal of barriers to learning. School social workers shall also provide leadership and collaboration in the implementation of comprehensive school-based and school-linked programs that promote student well-being and positive academic outcomes.

**Strengths:**

**Area(s) for Growth:**

**STANDARD ELEVEN: Advocacy**

School social workers shall engage in advocacy that seeks to ensure that all students have equal access to education and services to enhance their academic progress.

**Interpretation**

School social workers shall advocate for students and their families. This advocacy includes helping them gain access to and effectively use formal and informal community resources that enable families to self-advocate. School social workers, as systems' change agents, shall identify areas of need that are not being addressed by the local education agency and community and shall work to create services that address these needs. School social workers shall be informed about court decisions, legislation, rules and regulations, and policies and procedures that affect school social work practice, to effectively advocate for students.

**Strengths:****Area(s) for Growth:**

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

EVALUATION AND ASSESSMENT OF CERTIFICATED SPEECH LANGUAGE PATHOLOGIST

School Year:  
Site:

Name: Position: Speech Language Pathologist

Evaluator/Coach:

Section A:

Please select a minimum of three standards from the [Certificated Speech Language and Pathology Standards](#).  
(see pg. 12)  
**Note:** Two of your selected standards should be in alignment with the goals identified on the employee's Goal Setting Form.

I. ADVOCACY AND OUTREACH		
Standard: (Choose minimum of one as your focus)	Activities for attaining the Standard: (Minimum of one activity)	Evaluator's comments: (Attainment of standard)
1. Advise regulatory and legislative agencies about the continuum of care. 2. Engage decision makers at the local, state, and national levels for improved administrative and governmental policies affecting access to services and funding for communication and swallowing issues. 3. Advocate at the local, state, and national levels for funding for services, education, and research.		

\* Non-teaching personnel, Speech Language Pathologist

<p>4. Participate in associations and organizations to advance the speech-language pathology profession.</p> <p>5. Promote and market professional services.</p> <p>6. Help to recruit and retain SLPs with diverse backgrounds and interests.</p> <p>7. Collaborate on advocacy objectives with other professionals/colleagues regarding mutual goals.</p> <p>8. Serve as expert witnesses, when appropriate.</p> <p>9. Educate consumers about communication disorders and speech-language pathology services.</p> <p>10. Advocate for fair and equitable services for all individuals, especially the most vulnerable.</p> <p>11. Inform state education agencies and local school districts about the various roles and responsibilities of school-based SLPs, including direct service, IEP development, Medicaid members, and attendance at required meetings. billing, planning and delivery of assessment and therapy, consultation with other team members, and attendance at required meetings.</p>	
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II. SUPERVISION		
Standard: (Choose minimum of one as your focus)*	Activities for attaining the standard: (Minimum of one activity)	Evaluator's comments: (Attainment of standard)

\* Non-teaching personnel, Speech Language Pathologist

<ol style="list-style-type: none"> <li>1. Possess service delivery and professional practice skills necessary to guide the supervisee;</li> <li>2. Apply the art and science of supervision to all stakeholders (i.e., those supervising and being supervised), recognizing that supervision contributes to efficiency in the workplace;</li> <li>3. Seek advanced knowledge in the practice of effective supervision;</li> <li>4. Establish supervisory relationships that are collegial in nature;</li> <li>5. Support supervisees as they learn to handle emotional reactions that may affect the therapeutic process; and</li> <li>6. Establish a supervisory relationship that promotes growth and independence while providing support and guidance</li> </ol>	<ul style="list-style-type: none"> <li>•</li> </ul>	
<b>III. EDUCATION</b>		
<b>Standard:</b> <b>(Choose minimum of one as your focus)*</b>	<b>Activities for attaining the standard:</b> <b>(Minimum of one activity)</b>	<b>Evaluator's comments:</b> <b>(Attainment of standard)</b>

\* Non-teaching personnel, Speech Language Pathologist

<ol style="list-style-type: none"> <li>1. Serve as faculty at institutions of higher education, teaching courses at the undergraduate, graduate, and postgraduate levels;</li> <li>2. Mentor students who are completing academic programs at all levels;</li> <li>3. Provide academic training to students in related disciplines and students who are training to become speech-language pathology assistants; and</li> <li>4. Provide continuing professional education to SLPs and to professionals in related disciplines.</li> </ol>	<ul style="list-style-type: none"> <li>•</li> </ul>	
<b>IV. RESEARCH</b>		
<b>Objective:</b> <b>(Choose minimum of one as your focus)*</b>	<b>Activities for attaining the objective:</b> <b>(Minimum of one activities)</b>	<b>Evaluator's comments:</b> <b>(Attainment of objective)</b>
<ol style="list-style-type: none"> <li>1. SLPs conduct and participate in basic and applied/translational research related to cognition, verbal and nonverbal communication, pragmatics, literacy (reading, writing and spelling), and feeding and swallowing. This research may be undertaken as a facility verbal and nonverbal communication, pragmatics, literacy (reading, writing and spelling), SLPs conduct and participate in basic and applied/translational research related to cognition, ty-specific effort or may be coordinated across multiple settings</li> <li>2. SLPs engage in activities to ensure compliance with Institutional Review</li> </ol>	<ul style="list-style-type: none"> <li>•</li> </ul>	

\* Non-teaching personnel, Speech Language Pathologist

<p>Boards and international laws pertaining to research. SLPs engage in activities to ensure compliance with Institutional Review Boards and</p> <p>3. SLPs collaborate with other researchers and may pursue research funding through grants</p>		
<b>V. ADMINISTRATION AND LEADERSHIP</b>		
<b>Standard:</b> <b>(Choose minimum of one as your focus)*</b>	<b>Activities for attaining the standard:</b> <b>(Minimum of one activity)</b>	<b>Evaluator's comments:</b> <b>(Attainment of standard)</b>
<ol style="list-style-type: none"> <li>1. SLPs administer programs in education, higher education, schools, health care, private practice, and other settings. SLPs administer programs in education, higher education, schools, health care, private design; program cooperation with outside agencies in education and healthcare. growth and innovation; professional development; compliance with laws and regulations; and</li> <li>2. Their administrative roles are not limited to speech-language pathology, as they may administer programs across departments and at different levels within an institution.</li> <li>3. SLPs promote effective and manageable workloads in school settings, provide appropriate services</li> </ol>	<ul style="list-style-type: none"> <li>•</li> </ul>	

\* Non-teaching personnel, Speech Language Pathologist



under IDEA (2004), and engage in program design and development.		
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**Section B: Goals Progress**

**OVERALL COMMENDATIONS:**

**OVERALL RECOMMENDATIONS:**

\* Non-teaching personnel, Speech Language Pathologist

Section C: Overall Evaluation

☐ Meets/Exceeds Standards (All Meets/Exceeds with no more than one Needs Improvement)

Next Evaluation Due:

☐ 1 Year \_\_\_\_\_

☐ 2 Years \_\_\_\_\_

☐ ≤ 5 Years \_\_\_\_\_

Probationary Y1      ≥ 10 yrs (CBA article 18.5.1)

☐ Eligible for peer evaluation or alternative project

☐ Needs Improvement (Two or more Needs Improvement, or any Unsatisfactory)

Next Evaluation Due:

☐ 1 Year \_\_\_\_\_

☐ Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix

☐ Unsatisfactory (Two or more Unsatisfactory)

Next Evaluation Due:

☐ 1 Year \_\_\_\_\_

\* Non-teaching personnel, Speech Language Pathologist

☐ Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix

Administrator	Date	Employee	Date
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The employee’s signature does not constitute an endorsement of the evaluator’s notations, but is an acknowledgement that the document has been received and reviewed. Employees have the right to submit an additional written response for permanent inclusion in this report. Employees wishing to submit a written response shall do so within ten school days of the post-observation meeting.

EMPLOYEE RESPONSE SUBMITTED:      Yes \_\_\_\_\_      No \_\_\_\_\_

Ed Code 44663  
(a) Evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. The certificated employee shall have the right to initiate a written reaction or response to the evaluation. This response shall become a permanent attachment to the employee’s personnel file. Before the last school day scheduled on the school calendar adopted by the governing board for the school year, a meeting shall be held between the certificated employee and the evaluator to discuss the evaluation.

School Year:  
Site:

NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
EVALUATION AND ASSESSMENT OF CERTIFICATED GUIDANCE COUNSELOR

Name: Position:

Evaluator/Coach:

Section A:

Please select a minimum of one sub-standard from three of the following six standards.  
**California Standards for the School Counseling Profession**  
<http://casc.membershipsoftware.org/files/CSSCP%20-%20Electronic%20Version%202009.pdf>

**Note:** Two of your selected standards should be in alignment with the goals identified on the employee's *Goal Setting Form*.

I. ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING		
Standard: (Choose minimum of one as your focus)	Activities for attaining the Standard: (Minimum of one activity)	Evaluator's comments: (Attainment of standard)
1.1 Ensure all students are engaged in a system of support designed for learning and academic success. 1.2 Advocate for educational opportunity, equity and access for all students. 1.3 Advocate for the learning and academic success of all students.		

\* Non-teaching personnel, school counselor

1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies.	
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II. PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL AND SOCIAL DEVELOPMENT OF ALL STUDENTS			
Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of one activity)	Evaluator's comments: (Attainment of objective)	
2.1 Demonstrate organizational skills. 2.2 Develop outcome-based program. 2.3 Assess program outcomes and analyze data. 2.4 Demonstrate leadership in program development.			
III. UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT			
Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of one activity)	Evaluator's comments: (Attainment of objective)	

\* Non-teaching personnel, school counselor

<p>3.1 Assess student characteristics and utilize the information to plan for individual student growth and achievement.</p> <p>3.2 Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans.</p> <p>3.3 Monitor student personal, academic, and career progress.</p>			
IV. COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES			
<p>Objective: (Choose minimum of one as your focus)*</p> <p>4.1 Build and maintain student support teams for student achievement.</p> <p>4.2 Provide consultation and education for teachers and parents.</p> <p>4.3 Develop working relationships within the school that include school staff members, parents and community members.</p> <p>4.4 Coordinate support from community agencies.</p>	<p>Activities for attaining the objective: (Minimum of one activities)</p>	<p>Evaluator’s comments: (Attainment of objective)</p>	
V. PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS			

\* Non-teaching personnel, school counselor

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of one activity)	Evaluator's comments: (Attainment of Objective)
5.1 Promote positive, safe and supportive learning environment 5.2 Develop and implement programs that address the personal and social risk factors of students 5.3 Develop and implement programs that reduce the incidence of school site violence. 5.4 Incorporate models of systemic school safety that address elements of prevention, intervention and treatment into the school system.		
<b>VI. DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR</b>		
Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of one activity)	Evaluator's Comments: (Attainment of objective)
6.1 Establish professional goals and pursue opportunities to improve. 6.2 Model effective practices and continuous progress in school counseling. 6.3 Adhere to professional codes of ethics, legal mandates and district policies		

\* Non-teaching personnel, school counselor

**Section B - Goals Progress**

OVERALL COMMENDATIONS:

OVERALL RECOMMENDATIONS:

**Section C: Overall Evaluation**

\* Non-teaching personnel, school counselor



<input type="checkbox"/> Meets/Exceeds Standards (All Meets/Exceeds with no more than one Needs Improvement)		
<b>Next Evaluation Due:</b> <input type="checkbox"/> 1 Year _____ <input type="checkbox"/> 2 Years _____ <input type="checkbox"/> ≤ 5 Years _____ <i>Probationary Y1      Probationary Y2, or &lt;10 yrs      ≥ 10 years (CBA article 18.5.1)</i>		
<input type="checkbox"/> Eligible for peer evaluation or alternative project		
<input type="checkbox"/> Needs Improvement (Two or more Needs Improvement, or any Unsatisfactory)		
<b>Next Evaluation Due:</b> <input type="checkbox"/> 1 Year _____		
<input type="checkbox"/> Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix		
<input type="checkbox"/> Unsatisfactory (Two or more Unsatisfactory)		
<b>Next Evaluation Due:</b> <input type="checkbox"/> 1 Year _____		
<input type="checkbox"/> Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix		
Administrator _____	Date _____	Employee _____
		Date _____

*The employee's signature does not constitute an endorsement of the evaluator's notations, but is an acknowledgement that the document has been received and reviewed. Employees have the right to submit an additional written response for permanent inclusion in this report. Employees wishing to submit a written response shall do so within ten school days of the post-observation meeting.*

EMPLOYEE RESPONSE SUBMITTED: Yes \_\_\_\_\_ No \_\_\_\_\_

Ed Code 44663

*(a) Evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. The certificated employee shall have the right to initiate a written reaction or response to the evaluation. This response shall become a permanent attachment to the employee's personnel file. Before the last school day scheduled on the school calendar adopted by the governing board for the school year, a meeting shall be held between the certificated employee and the evaluator to discuss the evaluation.*

\* Non-teaching personnel, school counselor

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

EVALUATION AND ASSESSMENT OF CERTIFICATED SCHOOL LIBRARIAN

School Year:  
Site:

Name: Position:

Evaluator/Coach:

Section A:

Please select a minimum of three standards from the School Librarian Standards of Practice.  
[https://docs.wixstatic.com/ugd/9be0f3\\_d05095523b154a7b87cf4a516a2498a8.pdf](https://docs.wixstatic.com/ugd/9be0f3_d05095523b154a7b87cf4a516a2498a8.pdf)  
**Note:** Two of your selected standards should be in alignment with the goals identified on the employee's *Goal Setting Form*.

I. School Librarian Standards of Practice		
Standard: (Choose minimum of three as your focus)	Activities for attaining the standard:	Evaluator's comments: (Progress toward standard)
<div><div>1. <b>Instructional Partnership:</b> Collaboratively plans instruction and develops the library media program using state and district curricula and standards, instructional calendars, effective strategies, resources, and data to support teachers and address the differentiated needs of all students.</div><div>2. <b>Role of Reading:</b> Develops a culture of reading and promotes reading as a foundational skill for learning, personal growth, and enjoyment.</div><div>3. <b>Information and Technology Literacy:</b> Plans and provides instruction that addresses multiple literacies, including information literacy, media literacy, and technology literacy.</div></div>		

\* Non-teaching personnel, school Librarian

<p>4. <b>Instructional Leadership:</b> Fosters the success of all students by serving on decision-making teams in the school, designing and delivering professional learning, and contributing to a shared vision of teaching and learning that leads to school improvement.</p> <p>5. <b>Effective Practices for Research:</b> Teaches and models developmentally appropriate best practices for learning and research.</p> <p>6. <b>Program Planning and Administration:</b> Develops and implements a strategic plan and vision for continuous improvement of the library media program and to support the learning goals of the school community.</p> <p>7. <b>Positive Learning Environment:</b> Provides a well-managed, safe, and welcoming environment that supports personalized learning, includes flexible and equitable access to physical and digital resources, ensures a well-rounded education, and encourages respect for all.</p> <p>8. <b>Collection Development:</b> Supports the curriculum through selection and management of resources that meet the needs and interests of patrons.</p> <p>9. <b>Professionalism:</b> Fosters the success of students by demonstrating professional standards and ethics, engaging in continuous professional learning, and contributing to the profession.</p> <p>10. <b>Communication:</b> Fosters the success of all students by communicating and collaborating effectively with stakeholders in ways that enhance student learning and engagement.</p>		
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\* Non-teaching personnel, school Librarian

**Section B - Goals Progress**

OVERALL COMMENDATIONS:

OVERALL RECOMMENDATIONS:

**Section C: Overall Evaluation**

☐ Meets/Exceeds Standards (All Meets/Exceeds with no more than one *Needs Improvement*)  
Next Evaluation Due:

\* Non-teaching personnel, school Librarian

<input type="checkbox"/> 1 Year _____ <i>Probationary Y1</i>	<input type="checkbox"/> 2 Years _____ <i>Probationary Y2, or &lt;10 yrs</i>	<input type="checkbox"/> ≤ 5 Years _____ <i>≥ 10 years (CBA article 18.5.1)</i>
<input type="checkbox"/> Eligible for peer evaluation or alternative project		
<input type="checkbox"/> Needs Improvement (Two or more <i>Needs Improvement</i> , or any <i>Unsatisfactory</i> ) <b>Next Evaluation Due:</b> <input type="checkbox"/> 1 Year _____		
<input type="checkbox"/> Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix		
<input type="checkbox"/> Unsatisfactory (Two or more <i>Unsatisfactory</i> ) <b>Next Evaluation Due:</b> <input type="checkbox"/> 1 Year _____		
<input type="checkbox"/> Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix		
Administrator _____	Date _____	Employee _____ Date _____

*The employee's signature does not constitute an endorsement of the evaluator's notations, but is an acknowledgement that the document has been received and reviewed. Employees have the right to submit an additional written response for permanent inclusion in this report. Employees wishing to submit a written response shall do so within ten school days of the post-observation meeting.*

EMPLOYEE RESPONSE SUBMITTED:

Yes No

Ed Code 44663

(a) Evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. The certificated employee shall have the right to initiate a written reaction or response to the evaluation. This response shall become a permanent attachment to the employee's personnel file. Before the last school day scheduled on the school calendar adopted by the governing board for the school year, a meeting shall be held between the certificated employee and the evaluator to discuss the evaluation.

\* Non-teaching personnel, school Librarian

Evaluation and Assessment of Certificated Personnel  
Page 4

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

School Year:  
Site:

EVALUATION AND ASSESSMENT OF CERTIFICATED TEACHER ON SPECIAL ASSIGNMENT

Name: Position:

Evaluator/Coach:

Section A:

Please select a minimum of three standards.  
**Note:** Two of your selected standards should be in alignment with the goals identified on the employee's *Goal Setting Form*.

I. TOSA Standards of Practice		
Standard: (Choose minimum of three as your focus)	Activities for attaining the standard:	Evaluator's comments: (Progress toward standard)
<div><div>1. <b>Content Specialist:</b> A significant and growing depth of knowledge is demonstrated in area of specialty.</div><div>2. <b>Collaborative Partner:</b> Demonstrates effective collaboration with all appropriate stakeholders, including developing professional learning for relevant staff members.</div><div>3. <b>Communication:</b> Clear communication across all necessary media, training, both out-going and in the solicitation of feedback.</div><div>4. <b>Instructional Leadership:</b> Fosters the success of all students by serving on decision-making teams in the school, designing and delivering professional learning, and contributing to a shared vision of teaching and learning that leads to school improvement.</div></div>		

\* Non-teaching personnel, TOSA

5. <b>Program Planning, Administration, and Evaluation:</b> Effective planning and execution of program as it pertains to site/district goals, and effective evaluation of program effectiveness, including data analysis.		
6. <b>Production Outcomes:</b> A continuous contribution is being made in meeting the needs/goals of the school/district.		
7. <b>Professional Development:</b> Consistently updates with current trends, best practices, and relevant standards, through research and appropriate conferences.		

**Section B: Goals Progress**

OVERALL COMMENDATIONS:

\* Non-teaching personnel, TOSA

OVERALL RECOMMENDATIONS:

Section C: Overall Evaluation

☐ Meets/Exceeds Standards (All Meets/Exceeds with no more than one Needs Improvement)  
Next Evaluation Due:  
☐ 1 Year Probationary Y1  
☐ 2 Years  
☐ ≤ 5 Years  
☐ ≥ 10 years (CBA article 18.5.1)

☐ Eligible for peer evaluation or alternative project

☐ Needs Improvement (Two or more Needs Improvement, or any Unsatisfactory)  
Next Evaluation Due:  
☐ 1 Year

☐ Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix

\* Non-teaching personnel, TOSA



☐ Unsatisfactory (Two or more *Unsatisfactory*)  
**Next Evaluation Due:**  
☐ 1 Year \_\_\_\_\_

☐ Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix

Administrator	_____	Date	_____	Employee	_____	Date	_____
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*The employee’s signature does not constitute an endorsement of the evaluator’s notations, but is an acknowledgement that the document has been received and reviewed. Employees have the right to submit an additional written response for permanent inclusion in this report. Teachers wishing to submit a written response shall do so within ten school days of the post-observation meeting.*

TEACHER RESPONSE SUBMITTED:      Yes \_\_\_\_\_      No \_\_\_\_\_

Ed Code 44663

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\* Non-teaching personnel, TOSA

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

School Year:  
Site:

EVALUATION AND ASSESSMENT OF CERTIFICATED SCHOOL NURSE

Name:

Position:

Evaluator/Coach:

Section A:

Please select a minimum of three standards from the following categories: **I. Standards of School Nurse Practice and II. Standards of Professional Performance.** <https://www.csnno.org/school-nursing-scope-and-standards-of-practice.html>

Note: Two of your selected standards should be in alignment with the goals identified on the employee's Goal Setting Form.

I. STANDARDS OF SCHOOL NURSING PRACTICE (1-6)		
Standard: (Choose minimum of one as your focus)	Activities for attaining the standard:	Evaluator's comments: (Progress toward standard)
1. <b>Assessment:</b> The school nurse collects comprehensive data pertinent to the child's health or situation. 2. <b>Diagnosis:</b> The school nurse analyzes the assessment data to determine the diagnosis and issues. 3. <b>Outcomes Identification:</b> The school nurse identifies expected outcomes for a plan individualized to the client or situation. 4. <b>Planning:</b> The school nurse develops a plan that prescribes strategies and alternatives to attain expected outcomes. 5. <b>Implementation:</b> The school nurse implements and documents the identified plan using evidence-based interventions and standard language or recognized terminology. A. Coordination of Care B. Health Teaching and Health Promotion		

<p>C. Consultation D. Prescriptive Authority and Treatment</p> <p>6. <b>Evaluation:</b> The school nurse evaluates progress towards attainment of outcomes.</p>	
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<b>II. STANDARDS OF PROFESSIONAL PERFORMANCE (7-17)</b>		
<b>Standard:</b> <b>(Choose minimum of one as your focus)*</b>	<b>Activities for attaining the standard:</b>	<b>Evaluator's comments:</b> <b>(Progress toward standard)</b>
<p>7. <b>Ethics:</b> The school nurse practices ethically.</p> <p>8. <b>Education:</b> The school nurse attains knowledge and competency that reflects current nursing practice.</p> <p>9. <b>Evidence-Based Practice and Research:</b> The school nurse integrates evidence and research findings into practice</p> <p>10. <b>Quality of Practice:</b> The school nurse contributes to quality of nursing practice.</p> <p>11. <b>Communication:</b> The school nurse communicates effectively in a variety of formats in all areas of nursing practice.</p> <p>12. <b>Leadership:</b> The school nurse demonstrates leadership in the professional practice setting and the profession.</p> <p>13. <b>Collaboration:</b> The school nurse collaborates with the healthcare consumer, the family and others in the conduct of nursing practice.</p> <p>14. <b>Professional Practice Evaluation:</b> The school nurse evaluates one's own nursing practice in relation to professional practice standards and guidelines, relevant statutes, rules and regulations.</p>	<p>•</p>	

\* Non-teaching personnel, school nurse

15. <b>Resource Utilization:</b> The school nurse utilizes appropriate resources to plan and provide nursing services that are safe, effective, and financially responsible.		
16. <b>Environmental Health:</b> The school nurse practices in an environmentally safe and healthy manner.		
17. <b>Program Management:</b> The school nurse manages School Health Services.		

Section B - Goals Progress

OVERALL COMMENDATIONS:

OVERALL RECOMMENDATIONS:

\* Non-teaching personnel, school nurse

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Section C: Overall Evaluation

\* Non-teaching personnel, school nurse

<input type="checkbox"/> Meets/Exceeds Standards (All Meets/Exceeds with no more than one Needs Improvement)		
<b>Next Evaluation Due:</b> <input type="checkbox"/> 1 Year _____ <input type="checkbox"/> 2 Years _____ <input type="checkbox"/> ≤ 5 Years _____ <i>Probationary Y1      Probationary Y2, or &lt;10 yrs      ≥ 10 years (CBA article 18.5.1)</i>		
<input type="checkbox"/> Eligible for peer evaluation or alternative project		
<input type="checkbox"/> Needs Improvement (Two or more Needs Improvement, or any Unsatisfactory)		
<b>Next Evaluation Due:</b> <input type="checkbox"/> 1 Year _____		
<input type="checkbox"/> Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix		
<input type="checkbox"/> Unsatisfactory (Two or more Unsatisfactory)		
<b>Next Evaluation Due:</b> <input type="checkbox"/> 1 Year _____		
<input type="checkbox"/> Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix		
Administrator _____	Date _____	Employee _____
		Date _____

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EMPLOYEE RESPONSE SUBMITTED: Yes \_\_\_\_\_ No \_\_\_\_\_

Ed Code 44663

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\* Non-teaching personnel, school nurse

Evaluation and Assessment of Certificated Personnel  
Page 5

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

EVALUATION AND ASSESSMENT OF CERTIFICATED SCHOOL SOCIAL WORKER

School Year:  
Site:

Name: Position:

Evaluator/Coach:

Section A:

Please select a minimum of three standards from the **National Association of Social Work’s (NASW) - School Social Work Standards of Practice.**  
<https://www.socialworkers.org/LinkClick.aspx?fileticket=5gpx4B6Csr0%3D&portalid=0>

**Note:** Two of your selected standards should be in alignment with the goals identified on the employee’s *Goal Setting Form*.

I. School Social Work Standards of Practice		
Standard: (Choose minimum of three as your focus)	Activities for attaining the standard:	Evaluator’s comments: (Progress toward standard)
1. <b>Ethics and Values:</b> School social workers shall adhere to the ethics and values of the social work profession...		
2. <b>Qualifications:</b> School social workers shall meet the provisions for professional practice set by NASW and their respective state department of education and possess knowledge and understanding basic to the social work profession as well as the local education system...		
3. <b>Assessment:</b> School social workers shall conduct assessments of individuals, families		

\* Non-teaching personnel, school social worker

<p>and systems/organizations (namely, classroom, school, neighborhood, district, state) with the goal of improving student social, emotional, behavioral, and academic outcomes.</p> <p>4. <b>Intervention:</b> School social workers shall understand and use evidence-informed practices in their interventions.</p> <p>5. <b>Decision Making and Practice Evaluation:</b> School social workers shall use data to guide service delivery and to evaluate their practice regularly to improve and expand services.</p> <p>6. <b>Record Keeping:</b> School social workers shall maintain accurate data and records that are relevant to planning, implementation, and evaluation of school social work services.</p> <p>7. <b>Workload Management:</b> School social workers shall organize their workloads to fulfill their responsibilities and clarify their critical roles within the educational mission of the school or district in which they work...</p> <p>8. <b>Professional Development:</b> School social workers shall pursue continuous enhancement of knowledge and skills to provide the most current, beneficial, and culturally appropriate services to students and their families...</p> <p>9. <b>Cultural Competence:</b> School social workers shall ensure that students and their families are provided services within the context of multicultural understanding and competence...</p> <p>10. <b>Interdisciplinary Leadership and Collaboration:</b> School social workers shall</p>	
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\* Non-teaching personnel, school social worker



provide leadership in developing a positive school climate and work collaboratively with school administration, school personnel, family members, and community professionals...		
11. <b>Advocacy:</b> School social workers shall engage in advocacy that seeks to ensure that all students have equal access to education and services to enhance their academic progress...		

Section B: Goals Progress

OVERALL COMMENDATIONS:

OVERALL RECOMMENDATIONS:

\* Non-teaching personnel, school social worker

Section C: Overall Evaluation

☐ Meets/Exceeds Standards (All Meets/Exceeds with no more than one Needs Improvement)

Next Evaluation Due:

☐ 1 Year \_\_\_\_\_

☐ 2 Years \_\_\_\_\_

☐ ≤ 5 Years \_\_\_\_\_

Probationary Y1 \_\_\_\_\_

≥ 10 yrs (CBA article 18.5.1)

☐ Eligible for peer evaluation or alternative project

☐ Needs Improvement (Two or more Needs Improvement, or any Unsatisfactory)

Next Evaluation Due:

☐ 1 Year \_\_\_\_\_

☐ Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix

☐ Unsatisfactory (Two or more Unsatisfactory)

Next Evaluation Due:

☐ 1 Year \_\_\_\_\_

☐ Continuation of Current Evaluation Process – See Plan for Growth Form in Appendix

\* Non-teaching personnel, school social worker

_____ Administrator	_____ Date	_____ Employee	_____ Date
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EMPLOYEE RESPONSE SUBMITTED:      Yes \_\_\_\_\_      No \_\_\_\_\_

Ed Code 44663  
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**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**Certificated Evaluation**  
**Plan for Growth**

This form will be completed by the evaluator by the end of the school year during which the evaluation process began. The employee will then complete a new [Goal-Setting Form](#) by **October 15th** of the following year. The evaluation process will then resume as outlined in the [Evaluation Timeline](#).

Name: \_\_\_\_\_ School: \_\_\_\_\_ School Year: \_\_\_\_\_

Continuation of evaluation process from \_\_\_\_\_ school year.

Areas for growth:

Professional standards to be addressed through employee's *Goal-Setting Form*:

Support to be provided to the employee:

\_\_\_\_\_  
 Administrator (Observer)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Teacher

\_\_\_\_\_  
 Date

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**11645 Ridge Road, Grass Valley, California 95945**

**STAFF ACCEPTABLE USE AGREEMENT**  
*(Terms and Conditions)*

Please read the following carefully before signing this document. This is a legally binding contract and must be signed before access is granted.

The Nevada Joint Union High School District's technology services provide access to the Internet for students and staff. The Internet is an electronic information and communications "highway" connecting millions of computers all over the world and millions of individual people. Students and staff will have access to e-mail, information and news from a wide variety of sources and research institutions, public domain and shareware software, discussion groups and access to many university libraries. Our goal in providing this service to teachers and students is to promote educational excellence in our schools by facilitating resource sharing, innovation and communication. The Nevada Jt. Union High School District strongly believes that the valuable information and interaction available on this worldwide network far outweigh the possibility of users procuring material that is not consistent with the educational goals within each school.

Attached are guidelines provided to establish your responsibilities in the use of technology services within the NJUHSD, including the use of Internet. All use of district technology will follow the NJUHSD Administrative Regulation #4040. If a user violates any of these provisions, his/her account or access privileges may be terminated, appropriate disciplinary action taken, and all future access could be denied. **The signatures at the end of this document are legally binding and indicate the parties who signed have read the terms and conditions carefully and understand their significance.**

- I. **ACCEPTABLE USE** - The purpose of NJUHSD's provision of access to the Internet is to support research and education consistent with the educational objectives of the NJUHSD. Users are personally responsible for following this provision at all times when using the electronic information service. Transmission of any material in violation of any federal or state law is prohibited. This includes, but is not limited to, threatening or obscene material, copyrighted material, materials protected by trade secret, or advertisement of products or services. Use for product advertisement or political lobbying is also prohibited.
  
- II. **PRIVILEGES** - The use of the computer system is a privilege, not a right, and inappropriate use may result in a cancellation of that privilege. The district and system administrator will deem what is inappropriate use, take appropriate action and determine consequences. Also, the district and system administrator may close an account or deny, revoke, or suspend specific user accounts.
  
- III. **NETWORK ETIQUETTE AND PRIVACY** - The use of an account requires that you abide by accepted rules of network etiquette. These include, but are not limited to, the following:  
**BE POLITE.** Do not send abusive messages to ANYONE.  
**USE APPROPRIATE LANGUAGE.** In all messages, do not swear or use vulgarities or any other inappropriate language. Anything pertaining to illegal activities is strictly forbidden. (Note that e-mail or other communication, transfer or transmission is not guaranteed to be private. People who operate the system do have access to all mail and network activities.) Communications or activities relating to or in support of illegal activities must be reported to appropriate authorities.  
**PRIVACY.** Do not reveal the personal address or phone numbers of yourself or any other person. All communications and information accessible via the network should be assumed private property. Do not forward/distribute an e-mail message without permission from the author.

CONNECTIVITY. Do not use the network in such a way that would disrupt the use of the network by others.

- IV. **PERSONAL USE** - The use of the district network is a privilege, not a right. Users must strive for the most responsible use of the district's resources for purposes related to accessing, sharing, and creating information as well as working with others for scholarly and work-related communications. Employees shall not engage in personal use or communication during instructional time. The district network shall NOT be used for private business activities.
- V. **ILLEGAL USE** - The district network and computer equipment shall not be used for illegal purposes. For example, among other crimes, it is a felony to intentionally access any computer system or network for the purpose of devising or executing any scheme or artifice to defraud or extort; or obtain money property, or services with false or fraudulent intent, representation or promises. (California Computer Crime Bill, 1979, Section 502 of the Penal Code)
- VI. **SERVICES** - The NJUHSD makes no warranties of any kind, whether expressed or implied, for the service it is providing. The NJUHSD will not be responsible for any damages you may suffer while on the system. These damages include, but are not limited to, loss of data as a result of delays, non-deliveries or mis-deliveries, or service interruptions caused by the system or your errors or omissions. Use of information obtained via the system is at your own risk. The NJUHSD specifically disclaims any responsibility for the accuracy of information obtained through its services.
- VII. **SECURITY** - Security on any computer system is a high priority, especially when the system involves many users. Users must notify the system administrator at once if they identify a security problem. Do not demonstrate the problem to others. Do not use another individual's account or allow another individual to use your account, forge messages, or post anonymous messages. Attempts to log-in to the system under another user's name may result in the cancellation of user privileges. Any user identified as a security risk will be denied access to the system.
- VIII. **VANDALISM** - Vandalism is defined as any malicious attempt to harm or destroy data of another user or any other agencies or networks that are connected to the system. This includes, but is not limited to, the uploading or creation of computer viruses. Any vandalism will result in disciplinary action, and/or legal referral. In addition, you will be held liable for damages incurred as a result of vandalism and charged for repairs at the rate of \$100.00/hour.
- IX. **UPDATES** - The NJUHSD technology service may occasionally require new registration and account information from you to continue providing services. You must notify the system administrator of any changes in your account information.

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I understand and will abide by the above Terms and Conditions for the use of the Nevada Joint Union High School District technology services, including Internet access. I further understand that any violation of the regulations above is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, disciplinary action in accordance with Education Code 44932 et seq. may be taken and/or appropriate legal action pursued.

Staff Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Member Signature: \_\_\_\_\_

**SIDE LETTER OF AGREEMENT**  
**BETWEEN THE**  
**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**  
**AND**  
**NEVADA JOINT UNION HIGH SCHOOL TEACHERS' ASSOCIATION**

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June 11, 2021

The Nevada Joint Union High School District ("District") and the Nevada Joint Union High School Teachers Association ("Association" or "NJUHSTA") hereby enter into this Side Letter of Agreement regarding the teaching hours and teaching load for Independent Study ("IS") teachers.

WHEREAS, on May 1, 2012, the District and NJUHSTA entered into a Side Letter of Agreement regarding the rights of the teachers serving in the Independent Study ("IS") program at Sierra Mountain High School; and

WHEREAS, the District has complied with each of the terms and conditions set forth in the May 1, 2012 Side Letter of Agreement; and

WHEREAS the District and NJUHSTA agree to simplify the language governing IS teacher working hours and teaching load to be consistent with Article 12 in their collective bargaining agreement.

THEREFORE, the District and NJUHSTA agree as follows:

1. All terms and conditions contained in the May 12, 2012 Side Letter of Agreement are hereby incorporated by reference as if fully set forth herein regarding teaching hours and teaching load of IS teachers shall be amended as follows:

Effective July 1, 2021, and consistent with Education Code 51745.6 and the terms contained in Article 12 on Teaching Hours and Teaching Load of the parties' Collective Bargaining Agreement, an Independent Study Teacher shall carry a maximum of no more than the number of students based on their FTE as outlined in the table below. The Program Administrator may assign other work in lieu of student hours.

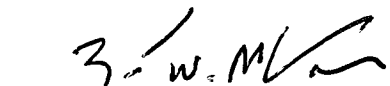
2. After the start of the school year but prior to March 1st, when a fluctuation in the number of students to be served in the IS Program results in an increase in enrollment, the District shall have the discretion to provide services to these additional students up to a collective of no more than four (4) hours of student time, by either paying existing IS teachers, or alternatively, other credentialed teachers, on an hourly basis at the contracted hourly rate, with the express understanding that the hourly rate will be applicable solely to the time spent performing IS teacher duties and shall not include travel time. After the IS Program has reached a collective of four (4) additional hours in either lab time and/or one-on-one student instructional time per week,

the District shall post a 0.17 FTE vacancy for such work. At such time that an existing part-time teacher is assigned the 0.17 FTE and is eligible, then the teacher shall receive an increased prorated amount of the District's maximum monthly contribution toward the cost of health, dental, vision, and life insurance benefit coverage as set forth above in the increments of 17%.

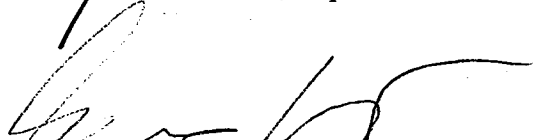
After March 1st when enrollment increases, the District shall provide service to such students by either paying any existing IS teacher, or any other appropriately credentialed teacher, at the contracted hourly rate. Regardless of the total increase in the number of students, the District shall post a generic hourly opportunity for IS that will remain in effect for the remainder of the school year.

3. In addition to the requirements set forth in the May 1, 2012 Side Letter of Agreement, all IS teachers are subject to the terms and conditions contained in the Collective Bargaining Agreement between the District and NJUHSTA in the same manner and to the same extent as all other certificated bargaining unit members.

<u>NPA 4x8</u>							
<u>FTE</u>	<u>Hours per Week</u>	<u>Minutes per Week</u>	<u>Lunch Minutes per Week</u>	<u>Prep Minutes per Week</u>	<u>Instructional Minutes per Week</u>	<u>Appointments per Week</u>	<u>Number of Students per Week</u>
0.17	5.83	350	25	58	267	4.44	4
0.33	11.67	700	50	117	533	8.89	9
0.50	17.50	1050	75	175	800	13.33	13
0.67	23.33	1400	100	233	1067	17.78	18
0.83	29.17	1750	125	292	1333	22.22	22
1.00	35.00	2100	150	350	1600	26.67	27

  
Brett W. McFadden, Superintendent

Dated: 6/30/21

  
Eric Mayer, NJUHSTA President

Dated 6/18/21



PC:  
T. D. Miller  
M. Cantan  
R. Swanson  
M. McGee  
5-1-12

**SIDE LETTER OF AGREEMENT**  
**Between the**  
**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**

**And the**  
**NEVADA JOINT UNION HIGH SCHOOL TEACHERS ASSOCIATION**

The Nevada Joint Union High School District ("District") and the Nevada Joint Union High School Teachers Association ("Association" or "NJUHSTA") hereby enter into this Side Letter of Agreement regarding the rights of the teachers serving in the Independent Study ("IS") Program at Sierra Mountain High School.

WHEREAS, NJUHSTA has requested clarification regarding the status of the Independent Study teachers at Sierra Mountain in terms of their inclusion in the certificated bargaining unit; their date of hire as it relates to seniority; their full time equivalent ("F.T.E."); their rights to sick leave, health and welfare benefits and any other benefits set forth in the parties' collective bargaining agreement.

WHEREAS, NJUHSTA and the District have agreed to define the employment rights of the Independent Study teachers on the following basis:

1. The definition of "all regular certificated employees" as set forth in Article II, "Recognition," shall include teachers serving in the Sierra Mountain Independent Study program ("Independent Study teachers") and such Independent Study teachers shall be part of the certificated bargaining unit to the extent consistent with the following terms and conditions.

2. The Independent Study teachers currently serving in the Sierra Mountain Independent Study Program shall be designated as certificated employees and in the absence of conclusive evidence to the contrary, their seniority date, defined as their first day of probationary service in the District, shall be as follows:

Bergen, Marilyn	8/10/2007
Chan, Allison B.	3/1/2006
Humpherys, Sally	10/1/1997
Keeny, Susan	11/1/1987
Martha Naythons	2/1/1988 [retired]
Wagner, Gail	11/15/1999

3. Effective as soon as practical following ratification of this Side Letter, the Independent Study teachers listed in paragraph 2 above shall be credited with a proportionate amount of the 10 days of annual sick leave provided to full-time certificated employees for each year of their service to the District. To receive this sick leave credit, each Independent Study teacher shall be required to submit written documentation from the State Teacher Retirement Service ("STRS") defining her total years of creditable service with the District and that total number of years of creditable service with the District shall be multiplied by 10 days. [For example, the sick leave credit an Independent Study teacher with a total of 4.2 years of creditable

service with the District as evidenced by STRS documentation shall be calculated as follows: 4.2 X 10 days = a credit to the Independent Study teacher's sick leave account of 42 days.]

4. The parties agree that the total full time equivalent ("FTE") for the Sierra Mountain Independent Study Program shall not be less than 3.0.

5. Effective April 1, 2012 through June 30, 2012, the Independent Study teachers listed in paragraph 2 above shall continue to be compensated at \$39.49 per hour for their service in the Sierra Mountain Independent Study Program and shall also be paid an additional one (1) hour at \$39.49 for every six (6) student teaching hours.

6. Effective on July 1, 2012, and consistent with Education Code 51745.6 and Article XII on Teaching Hours and Teaching Load, a full-time Independent Study teacher in the Sierra Mountain program shall carry an average student load of 28 pupils per week and shall provide a total of 35 hours of service to the District per week as follows: 28 hours per week providing one-on-one student instruction; 2 hours per week supervising lab activities; 1 hour per week in planning; and 4 hours of preparation time.

7. Effective on July 1, 2012, any teacher assigned to serve in the Sierra Mountain Independent Study Program shall be placed on the Certificated Salary Schedule consistent with the requirements of Article XXVII, "Salaries," of the parties' 2009-2012 Collective Bargaining Agreement. To the extent that the Independent Study teachers listed in paragraph 2 above remain employed in the Sierra Mountain Independent Study program as of July 1, 2012 or are subsequently reemployed pursuant to Education Code section 44957, their salary schedule placement shall be as follows:

Bergen, Marilyn	Class I, Step 1
Chan, Allison B.	Class V, Step 2
Humpherys, Sally	Class III, Step 6
Keeny, Susan	Class IV, Step 1
Martha Naythons	Class IV, Step 6 [retired]
Wagner, Gail	Class III, Step 6

8. Effective July 1, 2012, any teacher assigned to serve in the Sierra Mountain Independent Study Program and teaching at least 60% of a full time assignment shall be eligible for a prorated amount of the District's maximum monthly contribution toward the cost of health, dental, vision and life insurance benefit coverage as set forth in Article XXIII.

9. Effective July 1, 2012, due to the need for flexibility in serving Independent Study students in the Sierra Mountain program, the parties agree that full-time Independent Study teachers may be assigned to work at times other than during the traditional school day. However, an Independent Study teacher's work hours, exclusive of lunch, shall be consecutive unless mutually agreed to by the teacher and the District with notice to the Association.

10. Effective July 1, 2012, when fluctuation in the number of students to be served in the Sierra Mountain program results in an increase in enrollment after the school year begins, the District shall have the discretion to provide services to these additional students up to a collective of no more than 6 hours of student time, by either paying existing Independent Study teachers or alternatively, other teachers, on an hourly basis at the rate of \$39.49 with the express

understanding that the hourly rate will be applicable solely to the time spent performing Independent Study teacher duties and shall not include travel time. After the Independent Study program has reached a collective of 6 additional hours in either lab time and/or one-on-one student instructional time per week, the district shall post a .2 FTE vacancy for such work. At such time that an existing part-time teacher is assigned the .2 FTE and is eligible by having reached at least .6 FTE, then the teacher shall receive an increased prorated amount of the District's maximum monthly contribution toward the cost of health, dental, vision and life insurance benefit coverage as set forth in Article XXIII in increments of 20% (i.e., .6 FTE, .8 FTE, 1.0 FTE).

11. The District and the Association have entered into this Side Letter of Agreement with express understanding that it is limited in applicability to all Independent Study teachers.

12. The Association and the District agree that this Side Letter of Agreement fully and finally resolves all disputes between them regarding the Independent Study teachers listed in paragraph 2 above who are currently serving in the Sierra Mountain Independent Study Program and on that basis, the Association agrees not file any claims of any kind whatsoever, whether now or in the future, related to the employment of such Independent Study during the period prior to the date this Side Letter is ratified by the District and the Association.

Dated: 5-1, 2012

Allison McCassel  
Allison Cassel, President  
Nevada Joint Union High School Teachers Association

Dated: 5-1, 2012

Marianne Cartan  
Marianne Cartan, Superintendent  
Nevada Joint Union High School District

Dated: 5-1, 2012

Marilyn Bergen  
Marilyn Bergen

Dated: 5/1, 2012

Allison Chan  
Allison Chan

Dated: May 1, 2012

Sally Humpherys  
Sally Humpherys

Dated: 5/1, 2012

Susan Keeny  
Susan Keeny

Dated: 5-1, 2012

Martha Naythons  
Martha Naythons

Dated: May 1, 2012

Gail Wagner  
Gail Wagner

BOEARD APPROVED

DATE:

ENTERED MAY 16 2012  
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