Superintendent Kathi Emerson 595 East Alma Street Mount Shasta, CA 96067 Phone: 530-926-6007 Fax: 530-926-6103

www.mtshastaandweedschooldistricts.com

Board Members
Leslie Cole
Paul Schwartz
Robert Winston
Ray Ramas
Chris Marrone

4-8 PrincipalKale Riccomini

K-3 Principal Leeanna Rizzo

> Governing Board: Regular Meeting May 10, 2016; 7:00 p.m. Education Center: Public Meeting

1.0 Closed Session Agenda

6:00 p.m.

- 1.1 Members of the public have the opportunity to address the Board concerning the following Closed Session Agenda Items.
- 1.2 The Board will adjourn to address the following items in Closed Session:
 - 1.2.1 Conference With Labor Negotiator (GC 54957.6): Chris Marrone Unrepresented Employee: Superintendent
 - 1.2.2 Public Employee Employment/Resignation/Retirement/Leave (GC 54954.5/54957)
 - 1.2.1.2 Personnel Action Report
 - a. Approve Certificated Leave Request
 - b. Accept Resignation: Administrative Assistant
 - c. Appoint Administrative Assistant
 - d. Approve Reconfiguration of Vacant District Secretary Position
 - e. Approve Agreement: Mentor to Superintendent
 - f. Accept Resignation/Retirement: TA
 - g. Accept Resignation/Retirement: TA/Lead Daycare Worker

Public Agenda – 7:00 p.m.

2.0 Welcome/Roll Call/Pledge

4

- 2.1 Vision Statement: MSUSD Strives to be a Leader of Educational Excellence in the State of California
- 2.2 Disclosure of Action in Closed Session, if any.2.2.1 May 10, 2016 Regular Board Meeting
- 2.3 Monthly Finance Report to Date:

6-7

Revenue	Expenditures	Disposition
\$4,266,414.14	\$3,683,864.03	\$444,530.55

2.4 Board Recognition of Students and Staff

2.4.1 Students of the Month

4

	2.5	Public 2.5.1	Hearings Sun Shining Mount Shasta Elementary Tec Negotiation Proposals with MSUSD for the	
		Open:	Comments:	Closed:
		2.5.2	Sun Shining MSUSD's Initial Negotiation Elementary Teachers' Association for the	•
		Open:	Comments:	Closed:
		2.5.3	Sun Shining MSUSD's Initial Negotiation #720 for the 2016-2017 School Year	Proposals with CSEA Chapter 11
		Open:	Comments:	Closed:
		2.5.4	Sun Shining CSEA Chapter # 720's Initial D for the 2016-2017 School Year	
		Open:	Comments:	Closed:
		2.5.5	Public Hearing Proposed Adoption of a De	eveloper Fee Justification Study 13
		Open:	Comments:	Closed:
3.0	to add	lress the	nent: At this time we would like to invite as Board on any items on the Consent Age erest of order and time, presentations froberson, per topic (limit of 20 minutes per	enda or not on the agenda to do om the public are limited to 3
	3.1		on the Consent Agenda	
	3.2		not on the Agenda	
4.0	Action	n Agend	la I	14
	4.1	Approv	val of Agenda	
5.0	Conse	ent Ager	nda	
	5.1 5.2 5.3	2016 S Approv	ve Minutes of the April 12, 2016 Regular B pecial Board Meeting ve Fund Transfers and Warrants: \$58,728.6 ve the Updated Agreement Between MSUS	8 + 167,499.25 = \$226,227.93 21-37
	5.4	Approv	ve Surplus of Periodicals from the Sisson L	ibrary, Value: \$0
	5.5		ve Food Service Agreement between MSUS ntary School District for the 2016-2017 sch	

0.0	Discus	ssion items	
	6.1 6.2	Annual Survey Results Additional .5 Technology Coordinator	136
7.0	Action	n Items	
	7.1	Approve/Ratify Employment Agreement with Superintendent	138
	7.2 7.3	Approve Resolution 15-16-07 Increasing School Facilities (Developer) Fees Schedule a Public Hearing in June on the proposed budget and LCAP for the 2016-2017 fiscal year	139-14: 146
	7.4	Approve 2016-2017 Budget Guidelines and Assumptions	148-149
8.0	Repor	rts	150
	8.1	Certificated Staff	
	8.2	MSETA	
	8.3	Classified Staff	
	8.4	CSEA	
	8.5	Principal's Report: Mrs. Rizzo	
	8.6	Principal's Report: Mr. Riccomini	
	8.7	Superintendent's Report: Mrs. Emerson	
9.0	Board	Comments	
10.0	Adjou	rnment	

Leading the Way to Maximize Student Achievement

2.0 Welcome/Roll Call/Pledge

- 2.1 Vision Statement: MSUSD Strives to be a Leader of Educational Excellence in the State of California
- 2.2 Disclosure of Action in Closed Session, if any.2.2.1 May 10, 2016 Regular Board Meeting
- 2.3 Monthly Finance Report to Date:

Revenue	Expenditures	Disposition
\$4,266,414.14	\$3,683,864.03	\$444,530.55

2.4	Board	Recognition of Students and Staff
	2.4.1	Students of the Month:
		2 nd Kaytee Dewart
		3 rd Xander-Townsend Fugitt
		4 th Bryana Burch
		5 th Hannah Kirby
		6 th (none selected)
		7 th Siena Maniatis
		8 th Ross Winters
		SVS Angelina Malee-Koster
		Music Christpher Rees

2.5 Public Hearings

2.5.1	Sun Shining Mount Shasta Elementary Tea Negotiation Proposals with MSUSD for th	
Open:_	Comments:	Closed:
2.5.2	Sun Shining MSUSD's Initial Negotiation Shasta Elementary Teachers' Association of Year	1
Open:_	Comments:	Closed:
2.5.3	Sun Shining MSUSD's Initial Negotiation Chapter #720 for the 2016-2017 School Ye	*
Open:	Comments:	Closed:

2.5.4	Sun Shining CSEA Chapter # 720's Initial N MSUSD for the 2016-2017 School Year	Negotiation Proposals with
Open:	Comments: C	Closed:
2.5.5	Public Hearing Proposed Adoption of a Deve Study	eloper Fee Justification
Open:	Comments: C	Closed:

Mount Shasta Union School District

ES : 3.880,674.00 69,182.00 3,949,856.00 313,440.04 313,440.00 313,544.00 31,244.04 313,102.82 257,480.02 24,624.33 282,104.35							
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EXPENDITURE DETAIL 2,201,079.63 3,964.86 2,205,044.49 1,758.042.93 55,928.71 813,971.64 901,479.53 152,496.94 1,053,976.47 198.680.28 84,311.99 283,012.27 283,012.27 25,343.02- 86,737.95 000 25,343.02- 86,737.95 000 25,343.02- 86,737.95 000 25,343.02- 86,737.95 000 25,343.02- 86,737.95 000 25,343.02- 86,737.95 000 200 25,037,347.22 * 3,426.09 * 5,037,347.22 * 3,426.09 * 5,037,347.22 * 3,426.09 * 6,037.347.20 * 6,037.34	TAL YEAR TO DATE REVENUES	1	- 1	.21	4,266,414,14 *	* 40.823,073.07	1 1
2,201,079.63 3,964.86 2,205,044.49 1,758.042.93 55,928.71 813,971.64 901,479.53 152,496.94 1,053,976.47 198.680.28 84,311.99 283,012.27 284,564.40 112,080.97 25,343.02 86,737.95 .00		EXPEN	OITURE DETAIL	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;			
XPENSE: 54,928.71 813,971.64 901,479.53 152,496.94 1,053,976.47 198,680.28 84,331.99 283,012.27 112,080.97 25,343.02 86,737.95 COSTS: 26,037,347.22 * 3, * * 4,716,921.13 * 320,426.09 * 5,037,347.22 * 3, OTHER FINANCING SOURCES (USES) OGRAMS: 000 000 0000000000000000000000000000	CERTIFICATED SALARIES :	2.201.079.63	3.964.86	2.205.044 49	1.571.953.47	633,091,02	71 28
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XPENSE: 545,557.79 49,046.61 594,604.40 XPENSE: 545,557.79 49,046.61 594,604.40 112,080.97 25,343.02 86,737.95 COSTS:	THE THE PARTY OF T	00.840,000	17.020,000	1 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0	00.00,000	#1.5/6/#OT	0
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COSTS: 112,080.97 25,343.02- 86,737.95	SERVICES, OTHER OPER. EXPEN:		49,046.61	594,604.40	489,495.96	105,108,44	82.32
* * 4,716,921.13 * 320,426.09 * 5,037,347.22 * 3, OTHER FINANCING SOURCES (USES) OT : 42,930.86- 4,065.28- 46,996.14- OGRAMS: .00 NGE : .00	OTHER OUTGOING : DIRECT SUPPORT/INDIRECT COS:	112,080.:	25,343.02-	86,737.95 .00	00.	86,737.95	0.00 NO BDGT
OTHER FINANCING SOURCES (USES) 1 42,930.86- 4,065.28- 46,996.14- AMS: .00 .00 .00	TAL YEAR TO DATE EXPENDITURES *	* 4,716,921.13 *	320,426.09 *	1	3,683,864.03 *	1,353,483.19 *	73.13
: 42,930.86- 4,065.28- 46,996.14- AMS: .00 .00 .00		OTHER	FINANCING SOURCE	SS (OSES)			
	INTERFUND TRANSFERS - OUT : CONTRIB RESTRICTED PROGRAI OBJECT OUTSIDE VALID RANGE		4,065,28-	46,996,14-,00	138,151,14- .00 131,58	91,155,00 .00 131,58-	293.96 NO BDGT NO BDGT
* TOTAL YEAR TO DATE OTHER FINANCING * 42,930.86-* 4,065.28-* 46,996.14-* 138,015	TAI, YEAR TO DATE OTHER FINANCING	*- 42 930 86-*	* 1 0 C R 7 C B	45 996 34 **	* 78 010 001	1 1 0 1 1 0	1 0

Cash Balance \$1,280,979,21

FUND: 01 GENERAL FUND

				BALANCE	ACTIVITY	BALANCE	
ASSETS AN	ASSETS AND LIABILITIES :	FUND	FUND RECONCILIATION	1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	t t t t
9110	CASH IN COUNTY TREASURY CASH IN BANK DEWOTIVEN CASH ACCOUNT			865,540.34	415,438.87	1,280,979.21	
9130	KEVOLVING CASH ACCOONT INVESTMENTS			1,500.00	14.47	1,500.00	
9209	A/R SET-UP ODD YEARS			331,994.06	187,911.37-	144,082.69	
9210	A/R POST			7,565.48-	6,135.21-	13,700.69-	
9330	PREPAID EXPENDITURES			36,472.87	18,335.13	121,808.00	
9508				2,255.85	205,26-	2,050.59	
9509 9511	ACCOUNTS PAYABLE SET UP-ODD YR STRS			134,426.00-	131,852.00	2,574,00-	
9514	W PASS T)	14,255.94	14,255.94	
9556	MISC DISTRICT VOL-DEDS			425.06-	425.06	00.	
9650	DUE TO OTHER FONDS DEFERRED REVENUE			8,262.26- 2,184.36-	8,262.26 2,184.36	00.	
* NET YEA	YEAR TO DATE FUND BALANCE * *	E	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;	1,117,272.82 *	444,530,55 *	1,561,803.37 *	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
9791	FUND BAL-BEGINNING BALANCE			1,117,272.82-	00.	1,117,272.82-	
* EXCESS	* EXCESS REVENUES/(EXPENDITURES) * * *			* 00.	444,530.55 *	444,530.55 *) 1 1 1 1 1 1
OBJECT	DESCRIPTION	ADOPTED BUDGET	BUDGET	CURRENT	INCOME/ EXPENSE	BUDGET	BUDGET % USED
	ii.	REVENUES, EXPENDI	EXPENDITURES, AND CHANGES	SS IN FUND BALANCE			
A. REVENUES	IUES	4,844,838.02	244,649.19	5,089,487.21	4,266,414.14	823,073.07	83.82
B. EXPEN	EXPENDITURES	4,716,921.13	320,426.09	5,037,347.22	3,683,864.03	1,353,483.19	73.13
C. EXCES	EXCESS REVENUES (EXPENDITURES)	127,916.89	75,776.90-	52,139.99	582,550.11	530,410.12-	1117.28
D. OTHER	OTHER FINANCING SOURCES (USES)	42,930.86-	4,065.28-	46,996.14~	138,019.56-	91,023.42	293.68
E. NET C	NET CHANGE IN FUND BALANCE	84,986.03	79,842.18-	5,143.85	444,530.55	439,386.70-	8641.98
F. FUND	FUND BALANCE :	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1) 1 1 1 1 1 1 1 1 1 1 1 1 1	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;	1 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3 3 3 7 8 9
BE	BEGINNING BALANCE (9791)	1,117,272.82	00.	1,117,272.82	1,117,272.82	00.	100.00
AC	AUDIT ADJUSTMENTS (9793)	00.	00.	00.	00.	00.	NO BDGT
TO	OTHER RESTATEMENTS (9795)	00.	00.	00.	00.	00.	NO BDGT
AL	ADJUSTED BEGINNING BALANCE	1,117,272.82	00.	1,117,272.82	1,117,272.82	00.	100.00
G. ENDIN	ENDING BALANCE	1,202,258.85	79,842.18-	1,122,416.67	1,561,803.37	439,386.70-	139.14

Superintendent Kathi Emerson

PrincipalsKale Riccomini
Leeanna Rizzo

595 East Alma Street Mount Shasta, CA 96067 Phone: 530-926-6007 Fax: 530-926-6103 http://mswusd-ca.schoolloop.com/

Board Members
Leslie Cole
Chris Marrone
Ray Ramas
Paul Schwartz
Robert Winston

PUBLIC HEARING NOTICE

(Public comment and criticism is invited.)

A public hearing will be held on Tuesday May 10, 2016, at 7:00 p.m. in the Mt Shasta Education Center, 595 East Alma Street, Mount Shasta, California. At this hearing, the Mt Shasta Union Elementary School District will hear public comment regarding the following:

- 1. MSETA Initial Negotiation Proposal with Mt. Shasta Union School District Board for the 2016-2017 School Year
- 2. CSEA Initial Negotiation Proposal with Mt. Shasta Union School District Board for the 2016-2017 School Year
- 3. Mt. Shasta Union School District Board's Initial Negotiation Proposal with MSETA for the 2016-2017 School Year
- 4. Mt. Shasta Union School District Board's Initial Negotiation Proposal with CSEA for the 2016-2017 School Year

Posted: April 28, 2016

District Office, Mt. Shasta Elementary, Sisson Elementary, District Website

MSETA Negotiation Openers 2016-2017

The Mount Shasta Elementary Teachers Association submits the following items as openers for upcoming contract negotiations for the 2016-17 School Year.

- Article 10 Compensation
- Article 18 Educational Supplies
- Article 13 Leaves
- Article 9 Teaching Hours

Respectively submitted by:

Ene Fleicho Colfeen juliane lingua

Eric Fleischman Juliane Tinsman

Garren Hanon

MSETA Negotiators

Superintendent Kathi Emerson

K-8 Principal
Kale Riccomini

K-3 Principal Leeanna Rizzo 595 East Alma Street Mount Shasta, CA 96067 Phone: 530-926-6007 Fax: 530-926-6103

www.mtshatsaandweedschooldistricts.com

Board Members
Leslie Cole
Ray Ramas
Chris Marrone
Paul Schwartz
Robert Winston

Board's Initial Negotiation Proposal to MSETA 2016-2017 School Year

The District proposes to open negotiations on:

Article 5 Evaluation and Personnel Files

5.10.1 A sign in sheet will be added to each personnel file indicating date, time, and school of employee accessing file. Any school personnel adding or deleting any items to or from a personnel file must indicate it on the sign in sheet.

There is already language that requires that an employee be notified any time derogatory language is added to their personnel file, and 5.10.1 makes routine office work labor intensive.

Article 10 Compensation

10.4.2 Add "and unit members contracted to work fewer than 184 days" at the end of the first sentence.

Article 13 Leaves

13.17.7 Return to full-time: If a unit member elects to return to full-time teaching, or a continuance of the job share is not approved, the unit member will be returned to his/her full-time assignment unless the position has been dissolved due to declining enrollment, a shift in grade level population that decreases the number of unit members at their grade level, or funding reductions, in which case, the job share/part time personnel will be subject to Article 12 Transfers.

This language seems to indicate that the unit member who subsequently returns to full time teaching from a job share would bump a unit member who was assigned to a position that was vacated by a unit member who elected to move into a job share. This seems punitive to a unit member who may have just been involuntarily transferred. The District prefers more room to consider the best interests of students.

Article 13 Leaves

13.17 Job Sharing and Part-Time Employment

This entire section has created confusion because job sharing of a full time position and employment in a part-time position are different employment conditions that seem to be comingled. The District requests that these working conditions be renegotiated to be described separately in the contract.

Adopted and Approved by the Board of Trustees on ______, 2016

KRE

Superintendent Kathi Emerson

4-8 PrincipalKale Riccomini

K-3 Principal Leeanna Rizzo 595 East Alma Street Mount Shasta, CA 96067 Phone: 530-926-6007 Fax: 530-926-6103

Fax: 530-926-6103 www.mtshastaandweedschooldistricts.com Board Members
Leslie Cole
Paul Schwartz
Robert Winston
Ray Ramas
Chris Marrone

Board's Initial Negotiation Proposal to CSEA Chapter #720 2016-2017 School Year

The District proposes to open negotiations on:

Article 11: Grievance

11.3.3 Level III- Mediation

Revise the second sentence to: "If the District and the grievant are both in agreement with the voluntary mediation, they shall then coordinate the calendaring of a mediation..." from: "The grievant and the association shall then....".

Article 16: Compensation 16.1.1 Salary Schedule Adjust salary schedule to accommodate the changing California Minimum Wage.

16.2 Insurance

Consider adjusting the District's insurance contribution to accommodate the requirements under the Affordable Care Act.

Adopted and Approved by the Board of Trustees on	_, 2	20	1	(_
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May 2, 2015

Kathi Emerson Superintendent Mount Shasta Union School District 595 East Alma Street Mount Shasta, CA 96067

Dear Superintendent Emerson:

The California School Employees Association and its Mount Shasta Elementary Chapter #720 are hereby notifying the district of its intent to open negotiations for the 2016-2017 school year as follows:

1. Article 16: Compensation:

Negotiate a fair and equitable increase to the salary schedule. Add additional steps to the Salary Schedule for longevity. Adjust on the salary schedule to reflect the new minimum wage increase to begin January 1, 2017.

2. Article 1: Agreement:

Change written public notice letter due date to October 1st.

3. Add New Article:

Orientation

I respectfully request that this letter serve as public notice at the next scheduled board meeting subject to the requirements as set forth in Government code section 3547. Please contact me to set up some mutually agreeable dates to commence negotiations.

Sincerely,

Linda Smyth

President

CSEA, Chapter #720

Superintendent Kathi Emerson

PrincipalsKale Riccomini
Leeanna Rizzo

595 East Alma Street Mount Shasta, CA 96067 Phone: 530-926-6007 Fax: 530-926-6103

http://mswusd-ca.schoolloop.com/

Board Members
Leslie Cole
Chris Marrone
Ray Ramas
Paul Schwartz
Robert Winston

PUBLIC HEARING NOTICE

(Public comment and criticism is invited.)

A public hearing will be held on Tuesday May 10, 2016, at 7:00 p.m. in the Mt Shasta Education Center, 595 East Alma Street, Mount Shasta, California. At this hearing, the Mt Shasta Union Elementary School District will hear public comment regarding the following:

1. The proposed adoption of a Developer Fee Justification Study for the District and an increase in the statutory school facility fee on new residential and commercial/industrial developments as approved by the State Allocation Board in February, 2016.

Material regarding the Study and the Level 1 Fee are on file and are available for public review at the District Office located at 595 East Alma Street, Mount Shasta, California.

Posted: April 28, 2016

District Office, Mt. Shasta Elementary, Sisson Elementary, District Website

Subject: Board Agenda Item # 3.0 Public Comment: At this time we would like to invite and welcome persons wishing to address the Board on any item on or not on the agenda to do so. In the interest of time and order, presentations from the public are limited to 3 minutes per person, per topic. (Limit of 20 minutes per topic.)
Information Items

- 3.1 Items on the Consent Agenda
- 3.2 Items not on the Agenda

Subject: Board Agenda Item # 4.0 Action Agenda I

4.1 Approval of the Agenda

May 10, 2016

To: Governing Board Members

Subject: Board Agenda Item # 5.0 Consent Items

Consent Agenda

- 5.1 Approve Minutes of the April 12, 2016 Regular Board Meeting and the April 15, 2016 Special Board Meeting
- 5.2 Approve Fund Transfers and Warrants: \$58,728.68 + 167,499.25 = \$226,227.93
- 5.3 Approve the Updated Agreement Between MSUSD and MSETA
- 5.4 Approve Surplus of Periodicals from the Sisson Library, Value: \$0
- 5.5 Approve Food Service Agreement between MSUSD and Weed Union Elementary School District for the 2016-2017 school year

Fiscal Impact: Various

Enclosures: Various documents

Superintendent's Recommendation: Approve

Minutes of the Regular Meeting of the Governing Board Tuesday, April 12, 2016 – 7:00 p.m. Education Center 595 East Alma Street, Mt. Shasta, CA 96067

DATE: PLACE:

April 12, 2016 Education Center

1.0 Closed Session Agenda

6:30 p.m.

- 1.1 Members of the public have the opportunity to address the Board concerning the following Closed Session Agenda Items.
- 1.2 The Board will adjourn to address the following items in Closed Session:
 - 1.2.1 Public Employee Employment/Resignation/Retirement/Leave (GC 54954.5/54957)

1.2.1.1 Superintendent/Business Services

Public Agenda – 7:00 p.m.

2.0 Welcome/Roll Call/Pledge

Board President Chris Marrone called the regular meeting to order at 6:59 p.m.

Trustees Present: Cole, Schwartz, Ramas, Marrone, Winston

Trustees Absent: None

- 2.1 Vision Statement: MSUSD Strives to be a Leader of Educational Excellence in the State of California
- 2.2 Disclosure of Action in Closed Session, if any.
 - 2.2.1 April 12, 2016 Regular Board Meeting Trustee Marrone made a motion to convene an advisory committee to participate in superintendent interviews on April 15, 2016. Trustee Marrone proposed the committee be composed of: Both principals, 2 teachers determined by the teaching staff, 1 classified employee determined by classified staff, 1 confidential management employee determined by confidential management, and 2 School Site Council elected representatives. Trustees Marrone and Winston voted in favor. Trustees Cole, Ramas and Schwartz were opposed. Motion failed.
- 2.3 Monthly Finance Report to Date: Superintendent Emerson reported on our cash flow. The District is currently in the black.
- 2.4 Board Recognition of Students and Staff
 - 2.4.1 Staff was recognized and presented T-shirts by principals Riccomini and Rizzo.
 - 2.4.2 Students of the Month were recognized and presented certificates.

3.0 Citizens Addressing the Board

- 3.1 Items on the Agenda None
- 3.2 Items not on the Agenda Stacia Hardy made a request to the board to take 12 days of unpaid leave in May 2017 to fulfill a dream of rafting the Grand Canyon. Nancy Swift reported on the results of the MSE Annual Survey which was taken by parents, students and staff. This item will appear as a Discussion Item on next month's Agenda. Trustee Marrone requested copies of the surveys be provided to all Board members.

4.0 Action Agenda 1

- 4.1 Approval of Agenda —On a motion by Trustee Schwartz and a second by Trustee Cole the Board unanimously approved the Agenda with the adjustment of moving Item 6.4 Nursing Days for 2016-2017 to Item 6.1. Motion Carried Unanimously.
- **Consent Agenda** On a motion by Trustee Schwartz and a second by Trustee Ramas the Board approved the Consent Agenda as presented. Motion carried unanimously.
 - 5.1 Approve Minutes of the March 8, 2016 Regular Board Meeting and the April 6, 2016 Special Board Meeting
 - 5.2 Approve Fund Transfers, Budget Transfers and Warrants: \$79,411.91 + \$77,146.54 + \$72,416.92 = \$228,975.37
 - 5.3 Approve BB 9223 Filling Vacancies
 - 5.4 Approve BP 6020 and AR 6020 Parent Involvement and Site Parent Involvement Policies
 - 5.5 Approve Quarterly Report on Williams Uniform Complaints
 - 5.6 Approve Resolutions Recognizing Day of the Teacher and Classified Employee Appreciation Week
 - 5.7 Approve Surplus of Obsolete Computer Parts and Accessories, Value: \$0
 - 5.8 Approve the Updated Agreement between MSUSD and CSEA Chapter #720
 - 5.9 Accept Donations from the Mount Shasta Education Foundation, Value: \$26,524.41

6.0 Discussion Items

- Nursing Days for 2016-2017 We have had requests this year to consider adding nursing days within the LCAP. We currently have only what is required by law and provided by the County Office. We have health related needs within our schools, and contracting for additional nursing days could support Low Income, English Learner and Foster Youth students with health-related needs within the district. The board agreed to add 18 additional days for \$9000, (about \$450 per day) written into the LCAP for the 2016/2017 school year.
- 5-Year Deferred Maintenance Plan The Board discussed 5 Year Maintenance Plan which was developed by the District. The document includes a list of work needed with estimates of the cost. The maintenance staff prioritized the needed work. The Board requested looking into the use of an architect to bundle projects. Superintendent Emerson will contact Nichols, Melburg & Rossetto.

- 6.3 Board members to participate in 8th Grade Graduation Trustees Schwartz and Ramas will hand out diplomas at Sisson's Graduation Thursday, June 9, 2016.
- 6.4 Increase to Developers' Fees The State Allocation Board raises Developers' Fees every two years, and school districts have to charge the current Developers' Fees in order to be eligible for modernization or other state facilities funds. The Board agreed that it is good to stay current. This item will be on next month's Agenda as a Public Hearing and a Resolution.
- 6.5 Shoes for Crews, nonslip footwear Workers' Comp Program Our Workers' Comp provider, Keenan, requested that districts participate in a "Shoes for Crews" program to promote non-slip, safe footwear in the workplace. Keenan has recently closed out some claim years and is rebating funds that have been set aside for outstanding claims. MSUSD will receive approximately \$5000. The district could use this rebate to contribute funds to each employee for the purchase of these shoes. The Board agreed to move forward with applying the rebate money toward employee shoes.
- 6.6 Expanded Transitional Kindergarten Principal Rizzo explained Expanded Transitional Kindergarten and its pros and cons. The Board decided to wait and see the future of TK before making any decisions whether or not to add to MSE.

7.0 Reports

- 7.1 Certificated Staff None
- 7.2 MSETA None
- 7.3 Classified Staff None
- 7.4 CSEA None
- 7.5 Principal's Report: Mrs. Rizzo reported that she received input from teachers regarding Aeries and technology. MSE made over \$500 at the surplus sale. The last of the iPads came in and grades 1st-8th now have a 1 to 1 ratio for devices. Testing will take place at the end of the month. Title 1 is having a compliance audit. The MSE Spring Concert is tomorrow and Open House is May 12, 2016.
- 7.6 Principal's Report: Mr. Riccomini reported that the math committee is working on adopting materials for next year. There was a minimum day for parent conferences. He reported on the *Dig It* and *Go West* performances, ACSA luncheon, 7th grade Healthy Kids Survey, lockdown and fire drills, the T.A. meeting, the purchase of 10 radios and announced that track practice has begun.
- 7.7 Superintendent's Report: Mrs. Emerson is excited to attend the concert tomorrow. She visited both sites today and there was great energy at the schools. She will be helping Jeremy Tacbas with track practices. The LCAP is in great shape and she is happy that the contract language clean-up is complete. She thanked the principals for the staff recognitions.
- **8.0 Board Comments** Trustee Schwartz commented that families of Students of the Month were overflowing outside. It was decided to have one student per grade in the future.
- 9.0 Adjournment The Board adjourned at 10:04 p.m.

	Respectfully submitted,	
Attest:	Kathi Emerson Superintendent and Secretary to the Board	
Chris Marrone, Board President	Robert Winston, Clerk	

Minutes of the Special Meeting of the Governing Board Friday, April 15, 2016 – 12:45 p.m. Education Center 595 East Alma Street, Mt. Shasta, CA 96067

DATE: PLACE:

April 15, 2016 Education Center

1.0 Closed Session Agenda

12:45 p.m.

- 1.1 Members of the public have the opportunity to address the Board concerning the following Closed Session Agenda Items.
- 1.2 The Board will adjourn to address the following items in Closed Session:
 - 1.2.1 Public Employee Employment/Resignation/Retirement/Leave (GC 54954.5/54957)

.50 Superintendent

Public Agenda-Immediately Following Closed Session

2.0 Welcome/Roll Call/Pledge

Board President Chris Marrone called the special board meeting to order at 12:45 p.m.

Trustees Present: Cole, Schwartz, Marrone, Ramas, Winston

Trustees Absent: None

- 2.1 Disclosure of Action in Closed Session, if any.
 - 2.1.1 April 15, 2016 Special Board Meeting No action was taken.
- **3.0 Adjournment** The Board adjourned at 5:10 p.m.

Respectfully submitted,

Kathi Emerson
Superintendent and Secretary to the Board

Attest:

Chris Marrone, Board President

Robert Winston, Clerk

Batch :

Siskiyou County Office of Education Request for Warrant Processing

Fund#	Fund Name		District Total	Audited Total
01	General Fund		\$48,114.66	ı
11	Adult Education Fund			
12	Child Development Fund			
13	Cafeteria Fund		10,614.02	
14	Deferred Maintenance			
15	Pupil Transportation Equip Fund			
17	Special Reserve Fund Other Than Capital (Dutlay	XXXXXXXX	XXXXXXXXX
25	Capital Facilities (Developer Fees) Fu	nd		
30	State School Building/Lease Purchase	Fund		
40	Special Reserve Capital Outlay Project	ts		
71	Retiree Benefit Fund		<i>A</i>	
	Batch Total		\$ 58,728.68	
By order ovarrants t	of the governing board, the Siskiyou Cou to the claimants of said school district as	inty Offic per attacl	ce of Education is au hed listing.	ithorized to draw
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	•	rustee		
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	iperintendent			
District Su				

Audit Date:

Audited By:__

J593

ACCOUNTS PAYABLE PRELIST
BATCH: 0408 APRIL WARRANTS
FUND : 01 GENERAL FUND

APY500 H.02.12 04/11/16 06:04 PAGE 1 << Open >>

Vendor/Addr Remit n Req Reference D	ame Tax I ate Description	D num Depos	sit type FD RESC Y C	ABA num BJT GOAL FUNC	Account num SCH LOCAL T9MPS	Liq Amt	Net Amount
200021/00 AFLAC							
PO-160001 03/	26/2016 644468 APRIL SUPPLEMEN TO	TAL TAL PAYMENT	1 01-0000-0-9 AMOUNT	514-0000-0000- 461.24	-000-00000 NN P	461.24	461.24 461.24
201704/00 AMERIGA	S						
PO-160251 03/ PO-160251 04/ PO-160251 04/ PO-160251 03/	31/2016 899354 PROPANE 07/2016 PROPANE 07/2016 PROPANE 31/2016 899362 PROPANE TO	TAL PAYMENT	1 01-0000-0-5 1 01-0000-0-5 1 01-0000-0-5 1 01-0000-0-5 AMOUNT	500-0000-8100- 500-0000-8100- 500-0000-8100- 500-0000-8100- 975.62	000-00000 NN P 000-00000 NN C 000-00000 NN O	571.51 86.84 3,000.00- 404.11	571.51 0.00 0.00 404.11 975.62
016089/00 BIO COR	PORATION						
PO-160362 03/ PO-160362 03/		TAL PAYMENT	1 01-1100-0-4 1 01-1100-0-4 AMOUNT AMOUNT	128.44 *	003-00000 1N P	108.66 36.08	108.66 19.78 128.44
156682/00 BOARD O	F EQUALIZATION						
PV-160385 04/	06/2016 Q1 2016 FUEL TAX	TAL PAYMENT	01-0230-0-4 AMOUNT				9.04 9.04
156840/00 BOARD O	F EQUALIZATION						
PV-160384 04/	06/2016 Q1 2016 USE TAX	TAL PAYMENT	01-0000-0-9 AMOUNT	508-0000-0000- 2,973.00 *			2,973.00 2,973.00
201463/00 BRIGHT.	ARROW TECHNOLOGIES INC.						
PV-160386 03/ PV-160386 03/	24/2016 6545 AUTO DIALER RENEW 24/2016 6545 AUTO DIALER RENEW TO	AL AL TAL PAYMENT	01-0000-0-5 01-0000-0-5 AMOUNT	800-0000-2700- 800-0000-2700- 532.00 *	-002-00000 NN -003-00000 NN		239.00 293.00 532.00
024840/00 CALIFOR	NIA SAFETY COMPANY						
PO-160035 04/ PO-160036 04/ PO-160036 04/	04/2016 325629 SISSON CCTV LEA 04/2016 325098 MSE ALARM MONIT 04/2016 325098 MSE ALARM LEASE	SE ORING	1 01-0000-0-5 1 01-0000-0-5 2 01-0000-0-5	600-0000-8100- 500-0000-8100- 600-0000-8100-	-000-00000 NY P -000-00000 NY P -000-00000 NY P	205.00 25.00 50.00	205.00 25.00 50.00

26 MT. SHASTA ELEMENTARY J593 ACCOUNTS PAYABLE PRELIST APY500 H.02.12 04/11/16 06:04 PAGE BATCH: 0408 APRIL WARRANTS << Open >> FUND : 01 GENERAL FUND APRIL WARRANTS t name Tax ID num Deposit type ABA num Account num
Date Description FD RESC Y OBJT GOAL FUNC SCH LOCAL T9MPS

TOTAL PAYMENT AMOUNT Vendor/Addr Remit name Liq Amt Net Amount Red Reference Date 280 00 200010/00 CAUSEY, ROBERT PV-160387 03/19/2016 REIMBURSE GATE SUPPLIES 01-0000-0-4300-1110-1000-003-00000 NN PV-160387 03/19/2016 REIMBURSE CERAMIC STUDIO SUPPL 01-0000-0-4300-1110-1000-003-00000 NN PV-160387 03/19/2016 REIMBURSE CLASSROOM SUPPLIES 01-1100-0-4300-1110-1000-003-00000 NN 190.00 149.92 40 08 TOTAL PAYMENT AMOUNT 380.00 * 380 00 036915/00 CED - SACRAMENTO PO-160375 03/31/2016 681831 MAINTENANCE SUPPLIES 1 01-0000-0-4300-0000-8100-000-00000 NN F 233.72 233.72 TOTAL PAYMENT AMOUNT 233.72 * 233,72 201643/00 CHURCHILL, ELIZABETH PV-160388 03/23/2016 MSEF GRANT - TRUMPETS 01-0000-0-4300-1110-1000-003-00000 1N PV-160388 03/23/2016 MSEF GRANT - TRUMPETS 01-0000-0-4300-1110-1000-003-00000 NN PV-160389 03/23/2016 MSEF GRANT-INSTRUMENT REPAIRS 01-0000-0-5600-1110-1000-003-00000 NN 477.00 41.52 664.11 TOTAL PAYMENT AMOUNT 1,182.63 *
TOTAL USE TAX AMOUNT 37.06 1.182.63 37.06 727.35 0.27 110375/00 CITY OF MT SHASTA 727.35 727.35 0.25 769.16 0.25 PO-160021 04/01/2016 ARPIL SIS/DO WATER METER 1 01-0000-0-5500-0000-8100-000-00000 NN P 0.25 0.25 TOTAL PAYMENT AMOUNT 1,497.01 * 1,497.01 200887/00 COASTAL BUSINESS SYSTEMS INC PO-160062 03/28/2016 506844 MSE OFFICE COPIER LEASE 1 01-1100-0-5600-0000-2700-002-00000 NN P 159.47 159.47 TOTAL PAYMENT AMOUNT 159.47 * 159.47 033750/00 COASTWIDE LABORATORIES PO-160061 03/18/2016 2861676 MAINTENANCE SUPPLIES 1 01-0000-0-4300-0000-8100-000-00000 NN P PO-160061 03/25/2016 2863308 MAINTENANCE SUPPLIES 1 01-0000-0-4300-0000-8100-000-00000 NN P 339 69 339.69 1 01-0000-0-4300-0000-8100-000-00000 NN P 587.04

TOTAL PAYMENT AMOUNT

926.73

587.04

926.73 *

26 MT. SHASTA ELEMENTARY J593 APRIL WARRANTS	ACCOUNTS PAYABLE PRELIST BATCH: 0408 APRIL WARRANTS FUND : 01 GENERAL FUND	APY500 H.02.12 04/11/16 06:04 PAGE 3 << Open >>
Reg Reference Date Description	Tax ID num Deposit type ABA n FD RESC Y OBJT GOAL	FUNC SCH LOCAL T9MPS Liq Amt Net Amount
040880/00 CROSS PETROLEUM		
PO-160063 03/31/2016 CL38638 BUS FUE	L 1 01-0230-0-4300-0000- TOTAL PAYMENT AMOUNT 297	3600-000-00000 NN P 297.84 297.84 .84 *
201327/00 DE LAGE LANDEN		
	COPIERS LEASE 1 01-1100-0-5600-1110- TOTAL PAYMENT AMOUNT 849	1000-002-00000 NN P 849.23 849.23 .23 * 849.23
046725/00 DON R ERICKSON OIL INC		
PV-160395 03/24/2016 134782 MSE FURN	ACE FUEL 01-0000-0-5500-0000- TOTAL PAYMENT AMOUNT 1,997	8100-000-00000 NN 1,997.77 .77 * 1,997.77
201516/00 GUTIERREZ, MONA		
PV-160390 04/04/2016 REIMBURSE CLASS	ROOM SUPPLIES 01-3010-0-4300-1110- TOTAL PAYMENT AMOUNT 261 TOTAL USE TAX AMOUNT 20	.54 * 261.54
085355/00 JONES SCHOOL SUPPLY CO INC		
PO-160391 03/29/2016 1365171 SISSON PO-160391 03/29/2016 1365171 SISSON	OFFICE SUPPLIES 1 01-0000-0-4300-0000- OFFICE SUPPLIES 1 01-0000-0-4300-0000- TOTAL PAYMENT AMOUNT 91 TOTAL USE TAX AMOUNT 6	
087520/00 KELLY-MOORE PAINT CO INC		
PO-160365 03/07/2016 193441 MAINTENA	NCE SUPPLIES 1 01-0000-0-4300-0000- TOTAL PAYMENT AMOUNT 61	8100-000-00000 NN F 60.30 61.77 .77 * 61.77
200037/00 KOEHLER, ROD		
PO-160027 04/06/2016 APRIL RETIREE I	NSURANCE 1 01-0000-0-9514-0000- TOTAL PAYMENT AMOUNT 500	0000-000-00000 NN P 500.00 500.00 .00 *

26 MT. SHASTA ELEMENTARY J593 APRIL WARRANTS

endor/Addr Remit name Tax ID num Deposit type ABA num Account num
Req Reference Date Description FD RESC Y OBJT GOAL FUNC SCH LOCAL T9MPS Liq Amt Net Amount Vendor/Addr Remit name 201714/00 MENDES SUPPLY COMPANY PO-160155 03/09/2016 R010007 MAINTENANCE SUPPLIES 1 01-0000-0-4300-0000-8100-000-00000 NN P PO-160155 03/23/2016 R010321 MAINTENANCE SUPPLIES 1 01-0000-0-4300-0000-8100-000-00000 NN P 145.59 145.59 107.53 107.53 TOTAL PAYMENT AMOUNT 253.12 * 253.12 201023/00 MILLER, KATRINA PV-160391 03/21/2016 KINDLE FIRE - MSEF GRANT 01-0000-0-4300-1110-1000-002-00000 NN 872.58 TOTAL PAYMENT AMOUNT 872.58 * 201660/00 MT SHASTA LAUNDROMAT 1 01-0000-0-5500-0000-8100-000-00000 NY P 48.40 48 40 PO-160085 04/08/2016 648465 LAUNDRY TOTAL PAYMENT AMOUNT 48.40 * 48.40 119783/00 OFFICE DEPOT PO-160386 03/24/2016 245001 MARCONI CLASSROOM 1 01-1100-0-4300-1110-1000-002-00000 NN P
PO-160386 03/24/2016 245001 MARCONI CLASSROOM 1 01-1100-0-4300-1110-1000-002-00000 NN P
PO-160386 03/24/2016 245001 MARCONI CLASSROOM 1 01-1100-0-4300-1110-1000-002-000000 NN P
PO-160386 03/24/2016 245001 MARCONI CLASSROOM 1 01-1100-0-4300-1110-1000-002-000000 NN P 110.79 110.79 185.06 185.06 139,12 15.83 15.83 TOTAL PAYMENT AMOUNT 450.80 * 450.80 200015/00 PRECISION ALARM SYSTEMS PO-160004 04/07/2016 82081 SISSON ALARM MONITORING 1 01-0000-0-5500-0000-8100-000-00000 NN F 195.00 65.00 TOTAL PAYMENT AMOUNT 65.00 * 65.00 132480/00 RAMSHAW'S ACE HARDWARE PO-160064 03/25/2016 MARCH MAINTENANCE SUPPLIES 1 01-0000-0-4300-0000-8100-000-00000 N P 235.64 235 64 TOTAL PAYMENT AMOUNT 235.64 235.64 * 137873/00 ROOT AUTOMATION PO-160028 04/01/2016 120309 APRIL INTERNET ACCESS 1 01-0000-0-5900-0000-2700-002-00000 NN P PO-160028 04/01/2016 120310 APRIL INTERNET ACCESS 2 01-0000-0-5900-0000-2700-003-00000 NN P 373.50 373.50 373.50 373.50 TOTAL PAYMENT AMOUNT 747.00 * 747.00

26 MT. SHASTA ELEMENTARY APRIL WARRANTS		FUND : 0	1 6	ENERAL FUN)			4 PAGE 5
Vendor/Addr Remit name Req Reference Date	Description		FD	RESC Y OBJ	P GOAL FUNC	SCH LOCAL T9	MPS Liq Amt	Net Amount
138826/00 SISC		en van eeus sider took van kore van jaar too mee veer dan mee keer mee						
PO-160023 04/01/2016		INSURANCE TOTAL PAYMENT						24,487.30 24,487.30
149460/00 SISKIYOU COUNTY	OFFICE OF ED							
PV-160392 03/28/2016	161014 CASBO PROJ	MGMT-SOJKA TOTAL PAYMENT	01- TAMOUNT	-0000-0-520	0-0000-7200 15.00	-001-00000 NN *	ī	15.00 15.00
151430/00 SKINNER'S TRUCK	REPAIR							
PO-160123 03/21/2016 PO-160123 03/22/2016 PO-160123 03/23/2016	41117 BUS 3 REPAIR 41124 BUS 5 REPAIR 41153 BUS 3 REPAIR	RS RS RS TOTAL PAYMENT	1 01- 1 01- 1 01- AMOUNT	-0230-0-560 -0230-0-560 -0230-0-560	0-0000-3600 0-0000-3600 0-0000-3600 616.32	-000-00000 NN -000-00000 NN -000-00000 NN *	J P 390.41 J P 125.91 J P 100.00	390.41 125.91 100.00 616.32
200554/00 SOJKA, JANE								
PV-160393 03/24/2016	MILEAGE REIMB 3/24	1 CASBO TOTAL PAYMENT	01- AMOUNT	-0000-0-520	0-0000-7200 40.97	-001-00000 NN *	ı	40.97 40.97
156010/00 STANDARD INSURA	NCE COMPANY							
PO-160003 03/21/2016 PO-160003 03/21/2016	APRIL LIFE INSURAI APRIL SUPPLEMENTAI	NCE L INSURANCE TOTAL PAYMENT	1 01- 1 01- AMOUNT	-0000-0-951 -0000-0-951	4-0000-0000 4-0000-0000 550.63	-000-00000 NN -000-00000 NN *	J P 341.86 J P 208.77	341.86 208.77 550.63
200862/00 SVM PLUMBING								
PO-160337 04/04/2016	216101 SIS BACKFLO	DW PREVENTER TOTAL PAYMENT	1 01- AMOUNT	8150-0-560	0-0000-8100 4,239.73	-000-00000 NN *	4,240.00	4,239.73 4,239.73
200058/00 TOWLEN, SUZAN								
PO-160065 04/06/2016	MARCH RETIREE INSU	JRANCE TOTAL PAYMENT	1 01- AMOUNT	0000-0-951	4-0000-0000 273.24	-000-00000 NN *	P 273.24	273.24 273.24

26 MT. SHASTA ELEMENTARY APRIL WARRANTS

J593

ACCOUNTS PAYABLE PRELIST BATCH: 0408 APRIL WARRANTS FUND : 01 GENERAL FUND

APY500 H.02.12 04/11/16 06:04 PAGE << Open >>

Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num Req Reference Date Description FD RESC Y OBJT GOAL FUNC SCH LOCAL T9MPS	Liq Amt	Net Amount
201638/00 U.S. BANK EQUIPMENT FINANCE		
PO-160022 03/30/2016 301522157 DO COPIER LEASE` 1 01-0000-0-5600-0000-7200-001-00000 NN P TOTAL PAYMENT AMOUNT 257.49 *	257.49	257.49 257.49
200296/00 XEROX CORPORATION		
PO-160068 04/01/2016 079629 OFFICE COPIER LEASE 1 01-1100-0-5600-0000-2700-003-00000 NN P PO-160068 04/01/2006 079631 STAFF COPIERS LEASE 2 01-1100-0-5600-1110-1000-003-00000 NN P PO-160068 04/01/2016 079630 STAFF COPIERS LEASE 2 01-1100-0-5600-1110-1000-003-00000 NN P PV-160394 03/19/2016 1317823 OFFICE COPIER SUPPLIES 01-0000-0-4300-0000-2700-003-00000 NN PV-160394 03/19/2016 1317823 STAFF COPIER SUPPLIES 01-0000-0-4300-01110-1000-003-00000 NN TOTAL PAYMENT AMOUNT 1,073.14 *	222.69 277.72 293.98	222.69 277.72 293.98 139.37 139.38 1,073.14
185036/00 ZANNI COMMUNICATIONS		
PO-160369 03/14/2016 031601 REFAIR BUS RADIOS 1 01-0230-0-5600-0000-3600-000-00000 NY P TOTAL PAYMENT AMOUNT 90.00 *	90.00	90.00 90.00
TOTAL FUND PAYMENT 48,114.66 ** TOTAL USE TAX AMOUNT 72.50		48,114.66

26 MT. SHASTA ELEMENTARY APRIL WARRANTS

J593

ACCOUNTS PAYABLE PRELIST BATCH: 0408 APRIL WARRANTS FUND : 13 CAFETERIA

APY500 H.02.12 04/11/16 06:04 PAGE 7 << Open >>

Vendor/Addr Req Refe		t name Date	Description	Tax II	num (Deposi						Account SCH LOCAL		Liq Amt	Net Amount
200739/00	WEED	UNION ELE	1ENTARY												
PO-1	60197	03/07/2016	MSE FEBRUARY MI SISSON FEBRUARY MSHS/JEFFERSON	Y MEALS FEBRUAR)	MEAL		1 13 1 13	-5310-	0-5800 0-5800	-0000-	-3700- -3700-		NN P	5,416.00 4,333.00 865.02	5,416.00 4,333.00 865.02 10,614.02
				TOT	'AL FU	ND	PAYMEN	T	1	0,614.	.02 *	•			10,614.02
			*			TCH PAYI E TAX AI				58,728 72	8.68 ⁷ 2.50	· * *	0.00		58,728.68
						STRICT :		T		58,728 72	8.68 ⁴ 2.50	***	0.00		58,728.68
						R ALL D		TS:		58,728 72	8.68 ⁴ 2.50	***	0.00		58,728.68

Number of warrants to be printed: 38, not counting voids due to stub overflows.

Batch :

Siskiyou County Office of Education Request for Warrant Processing

Fund#	Fund Name	District Total	Audited Total
01	General Fund	\$153,277.20	
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Fund	290,27	
14	Deferred Maintenance		
15	Pupil Transportation Equip Fund		
17	Special Reserve Fund Other Than Capital Outle	ay XXXXXXXX	XXXXXXXXX
25	Capital Facilities (Developer Fees) Fund	13,931.76	
30	State School Building/Lease Purchase Fu	nd	
40	Special Reserve Capital Outlay Projects		
71	Retiree Benefit Fund		
	Batch Total	\$167,499.25	
y order c	of the governing board, the Siskiyou County the claimants of said school district as per	Office of Education is a attached listing.	uthorized to draw
rustee	Trus		
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	perintendent		
	oroval Date Mai	l Ho	ld

Audited By:__

ACCOUNTS PAYABLE PRELIST BATCH: 0420 APRIL WARRANTS FUND : 01 GENERAL FUND

<< Open >>

Req Reference Date	Description	type ABA num Account n FD RESC Y OBJT GOAL FUNC SCH LOCAL	T9MPS Liq Amt	Net Amount
00957/00 AMAZON				
PO-160338 03/28/2016 PO-160353 03/10/2016 PO-160353 03/10/2016 PO-160372 03/19/2016 PO-160374 03/16/2016 PO-160380 03/21/2016 PO-160380 03/21/2016 PO-160382 03/21/2016 PO-160382 03/22/2016 PO-160382 03/22/2016 PO-160383 03/23/2016 PO-160398 04/01/2016	5 554004 MAINTENANCE SUPPLIES 5 881730 MAINTENANCE SUPPLIES 5 362464 CHURCHILL CLASSROOM 5 363999 CHURCHILL CLASSROOM 5 536233 CHURCHILL CLASSROOM 6 717626 SIS LIB BOOKS-PATTERSON 6 851178 SISSON OFFICE SUPPLIES	1 01-0000-0-4200-1110-2420-003-00000 1 01-0000-0-4300-1110-1000-000-00000 1 01-0000-0-4300-1110-1000-003-00000 1 01-0000-0-4300-1110-1000-003-00000 1 01-1000-0-4300-1110-1000-003-00000 1 01-0000-0-4300-0000-8100-000-00000 1 01-0000-0-4300-1000-003-00000 1 01-0000-0-4300-1110-1000-003-00000 1 01-0000-0-4300-1110-1000-003-00000 1 01-0000-0-4300-1110-1000-003-00000 1 01-0000-0-4300-1110-1000-003-00000 1 01-0000-0-4300-1110-2420-003-00000 1 01-0000-0-4300-1110-2420-003-00000 1 01-0000-0-4300-110-2420-003-00000 1 01-0000-0-4300-110-2420-003-00000 1 01-0000-0-4300-110-2420-003-00000 1 01-0000-0-4300-110-2420-003-00000 1 01-0000-0-4300-110-2420-003-00000	NN F 10.39 1N P 576.18 1N F 172.94 1N F 549.40 1N F 34.34 1N P 13.90 1N F 18.00 NN P 13.93 NN P 12.92 1N F 159.00 NN P 81.61 1N F 42.55	9.03 576.18 178.27 549.90 34.34 13.90 18.00 13.93 12.92 159.00 81.61 42.55
08011/00 APPLE INC.				
PO-160406 04/08/2016	5 515815 K. WOLMAR - MSEF TOTAL PAYMENT AM	1 01-0000-0-4300-1110-1000-002-00000 OUNT 1,692.44 *	NN F 1,692.44	1,692.44 1,692.44
01325/00 AT&T				
PV-160396 04/02/2016 PV-160397 04/02/2016 PV-160398 04/20/2016 PV-160399 04/02/2016	8 892012 SISSON PHONE 8 892013 DO PHONE 8 892011 MSE PHONE 8 892010 BUS BARN PHONE TOTAL PAYMENT AM	01-0000-0-5900-0000-2700-003-00000 01-0000-0-5900-0000-7200-001-00000 01-0000-0-5900-0000-2700-002-00000 01-0230-0-5900-0000-3600-000-00000 DUNT 390.25 *	NN NN NN NN	138.33 106.21 129.58 16.13 390.25
00010/00 CAUSEY, ROBERT				
PV-160400 04/19/2016	REIMBURSEMENT - MSEF TOTAL PAYMENT AM	01-0000-0-4300-1110-1000-003-00000 DUNT 433.24 *	NN .	433.24 433.24
33750/00 COASTWIDE LABO	PRATORIES			
PO-160061 04/08/2016	2833616-1 MAINTENANCE SUPPLIES TOTAL PAYMENT AM	1 01-0000-0-4300-0000-8100-000-00000 DUNT 67.47 *	NN P 67.47	67.47 67.47

26 MT. SHASTA ELEMENTARY APRIL WARRANTS	1	ACCOUNTS PAYAM BATCH: 0420 APRIL FUND : 01	WARRANTS	<< Open >>	2.12 04/19/16 15:	57 PAGE 2
Vendor/Addr Remit name Req Reference Date	Description		FD RESC Y OBJT	GOAL FUNC SCH LOCAL	T9MPS Liq Amt	Net Amount
044500/00 DEMCO						
PO-160412 04/13/2016	5 5850079 GUTIERREZ CLAM TO	SSROOM 1 OTAL PAYMENT AMOUN			NN F 80.03	80.03 80.03
046725/00 DON R ERICKSON	OIL INC					
PV-160401 04/01/2016	959CT MAINTENANCE VAN	FUEL OTAL PAYMENT AMOUN			NN	30.02 30.02
201662/00 ETA HAND2MIND						
PO-160395 04/05/2016	707018 GUTIERREZ - MSI	EF 1 OTAL PAYMENT AMOUN			NN F 310.56	304.09 304.09
200013/00 FLEISCHMAN, ER	RIC					
PV-160402 04/18/2016	REIMBURSE CLASSROOM ST	UPPLIES OTAL PAYMENT AMOUN	01-0000-0-4300- TT	-1110-1000-003-00000 31.91 *	NN	31.91 31.91
201572/00 FOLLETT SCHOOL	SOLUTIONS INC.					
PO-160344 04/11/2016 PO-160384 04/08/2016	340344F-5 SIS BOOKS-PA 363013-2 SIS BOOKS-PA TO	ATTERSON 1 TTERSON 1 OTAL PAYMENT AMOUN	01-0000-0-4200- 01-0000-0-4200- UT	-1110-2420-003-00000 -1110-2420-003-00000 583.12 *	NN F 118.49 NN P 478.10	105.02 478.10 583.12
062060/00 FRANCOTYP-POST	ALIA INC					
PO-160037 04/09/2016	801710 MSE POSTAGE MET	TER LEASE 1 OTAL PAYMENT AMOUN			NN F 135.00	135.00 135.00

PV-160403 04/15/2016 MILEAGE REIMBURSEMENT 01-0000-0-5200-0000-2700-002-00000 NN TOTAL PAYMENT AMOUNT 40.50 *

201731/00 HINES, THELMA MARIELLA

40.50

Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num
Reg Reference Date Description FD RESC Y OBJT GOAL FUNC SCH LOCAL T9MPS Liq Amt Net Amount 078120/00 HOUGHTON MIFFLIN HARCOURT 1 01-6300-0-4100-1110-1000-000-00000 NN F 449.10 PO-160418 04/13/2016 200368 GR 1 ELA INST MTLS 449.10 449.10 * TOTAL PAYMENT AMOUNT 449,10 200036/00 KEINER, CHERYL PV-160404 04/07/2016 REIMBURSE TICKETS - CLASSROOM 01-0000-0-5800-1110-1000-003-00000 NN PV-160405 04/07/2016 REIMBURSE CLASSROOM SUPPLIES 01-1100-0-4300-1110-1000-003-00000 NN TOTAL PAYMENT AMOUNT 108.69 * 88.00 20.69 108.69 092240/00 LAKESHORE LEARNING MATERIALS PO-160415 04/14/2016 550416 CHURCHILL - MSEF 1 01-0000-0-4300-1110-1000-003-00000 NN F 143.22 143.22 TOTAL PAYMENT AMOUNT 143.22 * 143.22 201069/00 LOZANO SMITH LLP PV-160406 04/12/2016 2001176 DO ATTORNEY FEES 01-0000-0-5800-0000-7100-001-00000 NY 140.00 TOTAL PAYMENT AMOUNT 140.00 * 140.00 201114/00 MT SHASTA AREA NEWSPAPERS PO-160352 03/23/2016 22903 CLASSIFIED AD-SUPT 1 01-0000-0-5800-0000-7200-001-00000 NN F 51.38 TOTAL PAYMENT AMOUNT 51.38 201660/00 MT SHASTA LAUNDROMAT 1 01-0000-0-5500-0000-8100-000000 NY P 46.90 46.90 1 01-0000-0-5500-0000-8100-000-00000 NY P 36.70 36.70 1 01-0000-0-5500-0000-8100-000-00000 NY P 63.70 63.70 PO-160085 03/31/2016 648466 LAUNDRY

TOTAL PAYMENT AMOUNT

TOTAL PAYMENT AMOUNT

PV-160408 04/18/2016 TO FUND 13 OBJECT 9556 01-0000-0-9556-0000-0000-0000 NN

147.30 *

PO-160085 04/07/2016 648468 LAUNDRY PO-160085 04/14/2016 648469 LAUNDRY

200178/00 MT SHASTA UNION SCH DISTRICT

147.30

418.96

418.96

J1757

ACCOUNTS PAYABLE PRELIST BATCH: 0420 APRIL WARRANTS FUND : 01 GENERAL FUND APY500 H.02.12 04/19/16 15:57 PAGE << Open >>

Vendor/Addr Remit name Req Reference Date Description	Tax ID num Deposit type ABA num Account num FD RESC Y OBJT GOAL FUNC SCH LOCAL T9MPS Liq Amt	Net Amount
200184/00 MT SHASTA UNION SCH DISTRIC	T	
PV-160407 04/19/2016 REIMBURSE FU	IND 25 - PROP 39 01-6230-0-7619-0000-9300-000-00000 NY TOTAL PAYMENT AMOUNT 91,155.00 *	91,155.00 91,155.00
201651/00 NORTH COAST SCHOOLS' MEDICA	AL.	
PO-160044 04/12/2016 APRIL CERTIF	FICATED INSURANCE 1 01-0000-0-9514-0000-0000-0000-0000 NN P 35,769.5 TOTAL PAYMENT AMOUNT 35,769.56 *	35,769.56 35,769.56
119783/00 OFFICE DEPOT		
PO-160393 04/16/2016 268001 MILLE PO-160393 04/05/2016 268002 MILLE PO-160394 04/04/2016 737001 K. WC PO-160404 04/07/2016 324001 DISTR PO-160409 04/13/2016 975001 MARCC PO-160409 04/13/2016 175001 MARCC PO-160410 04/13/2016 236001 GUTIE PO-160410 04/13/2016 449001 GUTIE PO-160419 04/14/2016 846001 SISSC PO-160419 04/14/2016 801001 SISSC PO-160419 04/14/2016 846001 COMPU	RR CLASSROOM 1 01-1100-0-4300-1110-1000-002-00000 NN P 18.8 CR CLASSROOM 1 01-1100-0-4300-1110-1000-002-00000 NN F 8.9 CLASSROOM 1 01-1100-0-4300-1110-1000-002-00000 NN F 66.7 CLCT PROVIDED PAPER 1 01-0000-0-4300-1110-1000-001-00000 NN F 646.3 NNI CLASSROOM 1 01-1100-0-4300-1110-1000-002-00000 NN P 94.7 NNI CLASSROOM 1 01-1100-0-4300-1110-1000-002-00000 NN F 8.8	8.98 66.70 8.646.33 94.77 8.81 9.72.19 2.25.42 17.28 8.9.68 184.22
123000/00 PACIFIC POWER		
PO-160067 04/14/2016 MARCH SISSON PO-160067 04/14/2016 MARCH SISSON PO-160067 04/13/2016 MARCH BUS BA PO-160067 04/13/2016 MARCH MSE PC	1 01-0000-0-5500-0000-8100-0000 NN P 4,976.0 1 PUMP 1 01-0000-0-5500-0000-8100-000-00000 NN P 1,011.5 1 01-0000-0-5500-0000-8100-000-00000 NN P 27.4 1 01-0000-0-5500-0000-8100-000-00000 NN P 39.5 TOTAL PAYMENT AMOUNT 6,054.61 *	4,976.06 1,011.50 27.47 39.58 6,054.61
112880/00 PEAP		
PO-160405 04/12/2016 283596 SISSO PO-160405 04/12/2016 283596 SISSO	ON GRAD SUPPLIES 1 01-0000-0-4300-0000-2700-003-00000 1N P 45.0 N GRAD SUPPLIES 1 01-0000-0-4300-0000-2700-003-00000 NN F 13.4 TOTAL PAYMENT AMOUNT 60.00 * TOTAL USE TAX AMOUNT 3.50	45.00 15.00 60.00

J1757

ACCOUNTS PAYABLE PRELIST
BATCH: 0420 APRIL WARRANTS
FUND : 01 GENERAL FUND

APY500 H.02.12 04/19/16 15:57 PAGE << Open >>

FUND : UI GENERAL FUND		
Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num Req Reference Date Description FD RESC Y OBJT GOAL FUNC SCH LOCAL T9ME	?S Liq Amt	Net Amount
201352/00 REMI VISTA INC		
PO-160196 04/04/2016 3/16 COUNSELING SERVICES 1 01-0000-0-5800-1110-3112-000-00000 NN F TOTAL PAYMENT AMOUNT 5,727.27 *	? 5,727.27	5,727.27 5,727.27
201172/00 RESERVE ACCOUNT		
PV-160409 04/12/2016 DO POSTAGE 01-0000-0-5900-0000-7200-001-00000 NN TOTAL PAYMENT AMOUNT 500.00 *		500.00 500.00
033048/00 SCHOOL SPECIALTY		
PO-160411 04/13/2016 106712 REGINATO CLASSROOM 1 01-1100-0-4300-1110-1000-002-00000 NN F TOTAL PAYMENT AMOUNT 12.02 *	7 12.12	12.02 12.02
149460/00 SISKIYOU COUNTY OFFICE OF ED		
PO-160348 04/14/2016 161115 CONFIDENTIALITY WORKSHO 1 01-0000-0-5200-0000-2700-002-00000 NN F PO-160348 04/14/2016 161115 CONFIDENTIALITY WORKSHO 2 01-0000-0-5200-0000-2700-003-00000 NN F PO-160363 04/11/2016 161095 CELDT TRAINING-BATON 1 01-0000-0-5200-01110-1000-000-00000 NN PV-160412 04/14/2016 161105 NEXT GEN SCI STANDARDS 01-0000-0-5200-01110-1000-003-00000 NN PV-160412 04/14/2016 161105 NEXT GEN SCI STANDARDS 01-0000-0-5200-1110-1000-003-00000 NN PV-160413 04/15/2016 161143 2015-16 50% CO-OP FEES 01-3010-0-5800-1110-2150-000-00000 NN TOTAL PAYMENT AMOUNT 4,555.00 *	F 10.00	10.00
201746/00 SPHERO INC		
PO-160407 04/07/2016 4357 K. WOLMAR - MSEF 1 01-0000-0-4300-1110-1000-002-00000 1N F TOTAL PAYMENT AMOUNT 779.94 * TOTAL USE TAX AMOUNT 60.60	779.94	779.94 779.94
201745/00 TERRAPIN		
PO-160402 04/09/2016 6658 S. GARCIA - MSEF 1 01-0000-0-4300-1110-1000-000-00000 1N F PO-160402 04/09/2016 6658 S. GARCIA - MSEF 1 01-0000-0-4300-1110-1000-000-00000 NN F TOTAL PAYMENT AMOUNT 393.70 * TOTAL USE TAX AMOUNT 28.72	? 369.70 ? 52.65	369.70 24.00 393.70

26 MT. SHASTA ELEMENTARY J1757 APRIL WARRANTS

ACCOUNTS PAYABLE PRELIST APY500 H.02.12 04/19/16 15:57 PAGE BATCH: 0420 APRIL WARRANTS << Open >> FUND : 01 GENERAL FUND

Tendor/Addr Remit name Tax ID num Deposit type ABA num Account num
Req Reference Date Description FD RESC Y OBJT GOAL FUNC SCH LOCAL T9MPS Liq Amt Net Amount Vendor/Addr Remit name 201747/00 UNITY SCHOOL BUS PARTS PO-160403 04/11/2016 366107-IN BUS SUPPLIES 1 01-0230-0-4300-0000-3600-000-000000 1N P 80.00 PO-160403 04/11/2016 366107-IN BUS SUPPLIES 1 01-0230-0-4300-0000-3600-000-00000 NN F 6.20 TOTAL PAYMENT AMOUNT 96.19 * TOTAL USE TAX AMOUNT 6.22 80.00 16.19 96.19 TOTAL FUND PAYMENT 153,277.22 ** 153,277.22 TOTAL USE TAX AMOUNT 221.19

26 MT. SHASTA ELEMENTARY APRIL WARRANTS	J1757	BATCH: 0420 API		APY500 H.02.12 0 << Open >>	4/19/16 15:57 PAGE 7
Vendor/Addr Remit name Req Reference Date	Description	Tax ID num Deposit	type FD RESC Y OBJT	ABA num Account num GOAL FUNC SCH LOCAL T9MPS	Liq Amt Net Amount
200957/00 AMAZON					
PO-160390 03/25/2	016 133183 CAFETERIA	SUPPLIES TOTAL PAYMENT A		-0000-3700-000-00000 NN F 57.93 *	57.93 57.93 57.93
046725/00 DON R ERICK	SON OIL INC				
PV-160401 04/01/2	016 959CT FOOD SERVIC	E VAN FUEL TOTAL PAYMENT AI		-0000-3700-000-00000 NN 174.90 *	174.90 174.90
200871/00 PROPACIFIC	FRESH				
PO-160163 04/06/2	016 6281097 BREAKFAST		1 13-5310-0-4700 40UNT	-0000-3700-000-00000 NN P 57.44 *	57.44 57.44 57.44
		TOTAL FUND	PAYMENT	290.27 **	290.27

BATCH: 0420 APRIL WARRANTS < O FUND : 25 CAPITAL FACILITIES-DEV.FEES APRIL WARRANTS << Open >> Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num Description FD RESC Y OBJT GOAL FUNC SCH LOCAL T9MPS Liq Amt Net Amount Req Reference Date 201511/00 DIVISION OF STATE ARCHITECT PV-160414 04/14/2016 DSA APP#02-55772 CLOSEOUT FEE 25-0000-0-5800-0000-7200-001-00000 NN 500.00 TOTAL PAYMENT AMOUNT 500.00 * 500.00 142620/00 JACK SCHREDER & ASSOCIATES INC PV-160415 04/14/2016 28021 PROJ CLOSEOUT MGMT SVCS 25-0000-0-5800-0000-7200-001-00000 NN 2,755.00 TOTAL PAYMENT AMOUNT 2,755.00 * 2,755.00 201351/00 THE MORTON REVOCABLE TRUST

PV-160416 04/15/2016 LIGHTING PROJECT INTEREST 25-0000-0-7438-0000-9100-000-00000 NN PV-160416 04/15/2016 LIGHTING PROJECT PRINCIPAL 25-0000-0-7439-0000-9100-000-00000 NN

TOTAL PAYMENT AMOUNT

TOTAL USE TAX AMOUNT

TOTAL FUND PAYMENT

ACCOUNTS PAYABLE PRELIST APY500 H.02.12 04/19/16 15:57 PAGE

10,676.76 *

13,931.76 **

221.19

TOTAL BATCH PAYMENT 167,499.25 *** 0.00 167,499.25 TOTAL USE TAX AMOUNT 221.19 167,499.25 **** TOTAL DISTRICT PAYMENT 0.00 167.499.25 TOTAL USE TAX AMOUNT 221.19 167,499.25 **** TOTAL FOR ALL DISTRICTS: 0.00 167,499.25

Number of warrants to be printed: 37, not counting voids due to stub overflows.

J1757

26 MT. SHASTA ELEMENTARY

4,636.98 6,039.78

10,676.76

13,931.76

AGREEMENT

BETWEEN

MOUNT SHASTA UNION SCHOOL DISTRICT

AND

MOUNT SHASTA ELEMENTARY TEACHERS ASSOCIATION

JULY 1, 2015 THROUGH JUNE 30, 2018

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ARTICLE 1 – AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") entered between the Mount Shasta Union School District ("District") and the Mount Shasta Elementary Unit Member's Association/CTA/NEA ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Governing Code ("Act").
- 1.3 The term of this Agreement is from July 1, 2015 to June 30, 2018.

ARTICLE 2 – RECOGNITION

The District confirms its recognition of the Association as the exclusive representative of all certificated employees of the District, excluding management, confidential and supervisory employees, as defined in the Educational Employment Relations Act.

ARTICLE 3 – DEFINITIONS

- 3.1 "Unit member" refers to any certificated employee as defined in Article 2 and is therefore covered by the terms and provisions of this Agreement.
- 3.2 "Work Days" means school days during which unit members are required to be in attendance.
- 3.3 "Negotiable Items" means those items as defined in Government Code, Section 3543.2.
- 3.4 "Immediate Family" means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or step-children of the unit member, or any relative living in the immediate household of the unit member.
- 3.5 "Meet and Negotiate" means that process as defined in Government Code, Section 3543.7.
- 3.6 "Daily Rate of Pay" means the unit member's annual salary divided by the number of days he/she is required by the District to be present at school.
- 3.7 "Hourly Rate of Pay" means the unit member's daily salary divided by the hours per day that the unit member is required by the District to be present at the school site. (See Supplemental Agreement below.)
- 3.8 "Business Day" means any full day in which the District Office is open.
- 3.9 "Day" means a calendar day.
- 3.10 Daily hours for the school year will be a minimum of 6.5 hours. The daily hours will remain in force for the school year and will determine the hourly rate of pay for those hours. It is further understood that unit members are paid on a yearly contract and the definition of hours is only for determining the hourly rate of pay.

ARTICLE 4 – NONDISCRIMINATION

The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, marital status, physical handicap (so long as the handicap does not detract from job performance), membership in an employee organization, or participation in the activities or an employee organization.

ARTICLE 5 - EVALUATION AND PERSONNEL FILES

5.1 <u>Purpose</u>: The evaluation process shall be a positive and constructive tool for the purpose of continuing to improve unit member strengths, helping unit members develop autonomous growth and become more effective in their professional role.

5.2 Method:

- 5.2.1 The unit member shall know prior to observations and evaluation report/conference, the system, method and/or criteria that will be used in determining the unit member's performance during a staff meeting at the beginning of the year.
- 5.2.2 The District and the Association shall mutually agree to all forms used in the observation and evaluation process.
 - 5.2.3 Observations shall be at least 30 minutes in duration.
- 5.2.4 An observation conference shall be held and/or a written observation report shall be provided within five (5) work days of the observation. In the event of a written report, a conference shall be held upon the request of the unit member.
- 5.3 <u>Non-Permanent Unit Member</u>: Probationary/non-permanent unit members covered by this Agreement shall be evaluated on the appropriate form according to the following procedures:
- 5.3.1 During the period extending from September to December, observations, following by a conference, and/or a written observation report shall be conducted. In the event of a written report, a conference shall be held upon the request of the unit member.
 - 5.3.2 By March 15, a second observation shall be completed.
- 5.3.3 An evaluation report shall be provided and an evaluation conference shall be held not later than 20 work days before the end of the school year.
- 5.3.4 All teachers hired after July 1, 2006 shall be evaluated using Appendix D and E. Upon receiving permanent status Article 5.4 and Article 5.5 will be in effect.
- Permanent Unit Member: Permanent unit members covered by this Agreement, who have worked for the District for fewer than ten (10) years (Education Code Section 44664), shall be evaluated a minimum of every two years using Appendix B and C or Alternative Evaluation Plans listed in 5.5.1 according to the following procedures. Permanent unit members covered by this Agreement, who have worked for the District for at least ten (10) years (Education Code

Section 44664), shall be evaluated a minimum of every three years using Appendix B and C or Alternative Evaluation Plans listed in 5.5.1 according to the following procedures.

- (a) By March 15 an observation shall be conducted, followed by a conference and/or a written observation report. In the event of a written report, a conference shall be held upon the request of a unit member.
- (b) An evaluation report shall be provided and an evaluation conference shall be held not later than twenty (20) work days before the end of the school year.

5.5 Alternative Evaluation Plans for Permanent Unit Members

- 5.5.1 The parties recognize that an alternative evaluation plan is intended to be a collaborative undertaking between the unit member and the supervisor. It would be agreed upon by all parties. It is not the intention of the parties to restrict innovation and creativity; therefore, the following options are only examples:
- (a) Three to four informal observations as agreed upon by all parties in addition to 5.4.1.
 - (b) Performance Portfolios.
- (c) Video Training: All recordings shall remain in the exclusive custody of the unit member.
- (d) Feedback/Survey: The design of any instrument or survey shall be agreed to by the unit member and supervisor. The result shall be available exclusively to the unit member.
- (e) Analyze Student Work Over Specified Time: The purpose of the analysis shall be discussed by the unit members and supervisor. The result of the analysis shall be available exclusively to the unit member.
- (f) Peer Observation/Coaching of the Unit Member: All communication regarding the actual observation/coaching, including the results thereof, shall be exclusively between the peers.
- (g) Visitation/Co-Visitation: Visitation may include observation of other unit members' classroom approaches, techniques, training and/or in-service activity in or out of the District. The purpose is feedback to unit members.
- 5.5.2 By March 15, the evaluation will be completed unless an alternative date is agreed upon by all parties. A conference and/or written report will follow.

5.5.3 An evaluation report shall be provided on the appropriate form and an evaluation conference shall be held no later than twenty (20) work days before the end of the school year.

5.6 General Provisions:

- 5.6.1 The unit members shall have the right to respond in writing to the appraisal and written recommendations of the evaluation. Included in this is the opportunity to list variables/constraints that may have affected the unit member's performance. The unit member shall further have the right to identify any variables/constraints which the unit member believes may inhibit his/her ability or affect the unit member's performance in meeting the objectives and standards established.
- 5.6.2 In the event a dispute concerning an evaluation arises and such dispute is resolved in favor of the evaluatee, the evaluation shall be supplemented to reflect the favorable resolution of the dispute.
- 5.6.3 Unit members will not be involved or participate in the evaluation(s) and/or observations of other unit members.
 - 5.6.4 Unit members shall be notified who their evaluator is as soon as possible.
- 5.7 Prior Notification: Prior to citing deficiencies on a unit member's final evaluation form, he/she shall be provided with a written statement of deficiencies in either memorandum or observation report, along with written recommendations. This shall include specific recommendations for improvement and may include, but not be limited to, direct or indirect assistance in implementing such recommendation, and release time for the unit member to visit and observe other similar classes in other schools. Upon request, the administrator will conduct or arrange for demonstration lessons. A reasonable amount of time, but not less than forty (40) work days, shall be provided for the correction of the cited instructional deficiencies prior to the conclusion of the school year in which the deficiencies were cited. In the event the unit member and the supervisor cannot agree on this timeline, the supervisor shall make the final decision.
- 5.7.1 Upon request, the administrator will conduct one formal observation in the subject area of the unit member's choice.
- 5.7.2 Information included in summary evaluations shall be based upon documented/substantiated information.
- 5.7.3 The unit member shall have the right to see proof of documentation/substantiation prior to the inclusion in the evaluation.

- 5.7.4 The unit member shall have the right to respond in writing to the appraisal and written recommendations of the evaluation. Included in this is the opportunity to list variables that may have affected the unit member's performance.
- 5.7.5 The substantive part of the evaluation shall be subject only to the appeals procedure and shall not be subject to Article 6 Grievance.
- 5.8 <u>Appeals Procedure</u>: In the event a unit member believes there is a violation of the District evaluation policy relative to the substance of the evaluation, he/she may invoke the following procedure:
- 5.8.1 Before utilizing the following formal steps, the unit member should attempt to resolve the problem in an informal conference with the administrator conducting the evaluation.
- 5.8.2 If the problem is not resolved, the unit member may, within fifteen (15) working days of receipt of the formal evaluation, submit a written request to the Superintendent for review of the problem. This request will be on a "Request for Evaluation Review" form (Appendix A Appeal Procedure Form Step 1) and will indicate the specific problem, the decision rendered by the supervisor, and the remedy being sought.
- 5.8.3 Within five (5) working days, the Superintendent will meet with the unit member to review the problem.
- 5.8.4 Within ten (10) working days, the Superintendent will review and render a decision.
- 5.8.5 If the unit member is not satisfied with the decision of the Superintendent, the unit member may appeal the decision and request a conference with the Board at their next regularly scheduled meeting. This request will be on a "Request for Evaluation Review" form (Appendix A Appear Procedure Form Step 2) and will indicate the specific problem, the decision rendered by the supervisor, and remedy being sought.
- 5.8.6 The Board will review the problem and will render a decision within ten (10) working days.
- 5.9 The parties acknowledge the right of the District to evaluate any and all styles and/or methodologies used by a unit member. The parties also recognize the right of the unit member to select which methodologies are appropriate to accomplish his/her educational objectives.
- 5.10 <u>Personnel Files</u>: The District personnel file of each unit member shall be maintained at the District's central administrative office.

- 5.10.1 A unit member may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment except materials which:
 - (a) Were obtained prior to his/her employment;
 - (b) Were prepared by identifiable examination committee members; or
 - (c) Were obtained in connection with a promotional examination.
- 5.10.2 A unit member may inspect such materials in his/her personnel file, with the exception of the above-specified items, during the normal business hours of the District Office at the time other than when the unit member is required to render service. Such inspection shall take place under the supervision of a District Administrator or designee.
- 5.10.3 No materials of a derogatory nature, except to above specified items, may be placed in a unit member's personnel file without allowing the unit member an opportunity to review and comment thereon. All such derogatory material placed in a unit member's personnel file shall be dated and signed by the contributor. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office and at a time when the unit member can be spared from duty, as determined by the supervisor. The unit member shall submit a request in advance to the supervisor to leave the normal place of work during assigned duty times for such review and comment.
- 5.10.4 Board of Trustee members may review a unit member's personnel file at a closed session of the Board, subject to approval of a majority of the Board. The District shall keep a log of the review of a unit member's personnel file by the Board. Such log shall be available for the inspection of the employee or his/her representative.
- 5.10.5 Upon written authorization of a unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in the unit member's personnel file.

ARTICLE 6 - GRIEVANCE

Prior to the implementation of the Procedures for Grievance, unit members are encouraged to attempt to identify and resolve a problem at a private conference. However, either party has a right to a conferee at the problem-solving conference(s) and at any level within the Procedures for Grievance. No reprisals shall be invoked against any unit member for processing a grievance.

Unit members with concerns, which do not meet the grievance definition, have the opportunity to bring their concerns to the appropriate immediate supervisor.

6.1 <u>Definitions</u>:

- 6.1.1 <u>Grievance</u>: An allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement.
- 6.1.2 <u>Grievant</u>: Any unit member who alleges that he/she has been adversely affected by a violation of the specific provisions of this Agreement. The Association shall be defined as a "Grievant" on behalf of a unit member concerning such allegation specified in 6.1.1 above.
- 6.1.3 <u>Conferee</u>: A conferee is a fellow faculty member, department head, supervisor, administrator, organization representative, or other individual.
- 6.1.4 <u>Working Day</u>: Any school day during which unit members are required to be in attendance by this Agreement.

6.2 Procedures for Grievance:

Except by mutual agreement, failure by the District, at any level, to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.

Except by mutual agreement, failures by the grievant, at any level, to appeal a grievance to the next level within the specified time limit shall be considered acceptance of the grievance at that level.

All meetings to process grievances will be conducted in District facilities.

If the Level II hearing with the Superintendent is scheduled by the Superintendent during the working day, the grievant and one conferee will receive time off from instructional duties without loss of pay for the purpose of processing the grievance.

The grievant must be present at each hearing at each level of the grievance process.

6.3 Level I – Immediate Supervisory Administrator:

- 6.3.1 Within ten (10) working days after the occurrence of the condition upon which the grievance is based, the grievant may present his/her grievance in writing, on a form to be provided by the District, to the immediate supervisor. Copies shall be sent to all conferees and the Association President(s). All conferees shall be listed. Association President(s) may use their discretion to share this on a need to know basis.
- 6.3.2 The statement of grievance shall be a clear, concise statement of the circumstances on which the grievance is based, the persons involved, and the remedy sought.
 - 6.3.3 Either party, or a conferee, may arrange for a joint conference.
- 6.3.4 The immediate supervisor shall communicate his/her decision to the grievant in writing within five (5) working days after receiving the grievance.

6.4 Level II – Superintendent:

- 6.4.1 The grievant may appeal the decision from Level I to the Superintendent within three (3) working days after receiving it and may request a hearing.
- 6.4.2 The hearing shall be held and the Superintendent shall communicate his/her decision in writing to the grievant within eight (8) working days of the appeal date. Copies shall be sent to the immediate supervisor. The grievant may bring in a conferee of his/her choice.

6.5 Level III – Mediation:

Prior to submission to formal level IV, upon the request of the Association, the grievance may be submitted to the mediation process for voluntary settlement. The parties will jointly request mediation services, such as the California State Conciliation Service, for such services. During the pendency of such mediation, the time limits herein will be suspended.

6.6 Level IV – Board of Trustees:

- 6.6.1 If the grievant is dissatisfied with the decision from Level II (or if Level III is not successful or utilized), the grievant may, within ten (10) working days of the Level II decision (or of the conclusion of Level III), appeal the decision to the Board of Trustees. Upon receipt of the appeal the superintendent shall prepare, within eight (8) working days, a full report for the Board of Trustees with a copy of the grievance. This report shall include the statement of grievance and other pertinent materials.
- 6.6.2 The Board of Trustees shall schedule a grievance hearing for its next regular (or a special meeting called to hear the grievance) following the completion of the Superintendent's

Report. The hearing shall be at a time convenient to the parties. The Board's decision shall be communicated in writing to the grievant within five (5) working days subsequent to the Board meeting at which the appeal was adjudicated. Copies will be provided to the Superintendent and the immediate supervisor. The decision of the Board of Trustees shall be binding to the extent that no rights of the grievant to further legal action are abrogated.

ARTICLE 7 - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 7.1 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District Office an assignment authorizing deduction of non-local membership dues. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months.

 Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the year.
- 7.2 With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees to promptly remit such monies to the designee of the Association.
- 7.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 7.4 Upon written authorization from the unit member, and the joint approval of the Association and District, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, or any other plans or programs approved by the Siskiyou County Superintendent of Schools Office.
- 7.5 Individuals covered by this Agreement shall be referred to as "unit member" or "unit members".

ARTICLE 8 – PUBLIC CHARGES/PROCESSING CITIZEN COMPLAINTS

8.1 Complaints concerning unit members shall be processed in the following manner:

Step 1: Upon the Principal's or the Superintendent's receipt of the complaint (written or oral), he/she shall direct the complainant to meet with the unit member as soon as possible and shall provide the unit member with information regarding the complaint. Either the complainant or the unit member may refuse to meet. An Association and/or a District representative may be present at the meeting between the complainant and the unit member. Complaints not resolved through a discussion between complainant and unit member must be submitted in writing by the complainant before moving to Step 2.

Step 2: If the complaint is not resolved at Step 1, then the complainant may request, within thirty (30) days of knowledge of same or of the event giving rise to the complaint, the Principal to review the complaint. The Principal shall review the complaint within ten (10) days of receipt of the request. If the 30 days has elapsed, the complainant will be directed to follow Step 1 procedure by contacting the unit member as soon as possible.

Step 3: If the complaint is not resolved at Step 2, then the complainant may request the Superintendent to resolve the complaint. The Superintendent shall hear the complaint within ten (10) days of receipt of the request.

Step 4: If the complaint is not resolved at Step 3, then the complainant may request within thirty (30) days that the complaint be heard by the Governing Board. The Superintendent shall, thereafter, schedule a meeting of the Board of Trustees to hear the complaint. The unit member shall be given notification of the time, date and place of any Governing Board meeting at which the Governing Board will hear the complaint. The unit member shall have the right to be represented at the Board meeting. The Board shall consider the timeliness of the complaint and whether or not it is a material complaint. After hearing the complaint, the Board shall communicate in writing its decision to only those involved, provided that the subject of the complaint was a personnel matter or other matter appropriate for closed session.

- 8.2 If a complaint is proven to be false, no record of the complaint shall be filed in the personnel file.
- 8.2.1 The complainant may present evidence by affidavit and/or by a representative at the Board meeting at which the complaint is heard.

- 8.2.2 If a unit member challenges the truth of the allegations contained in the complaint, the unit member may file a rebuttal on that basis. The failure of a unit member to file a rebuttal shall not be construed as an admission that the allegations in the complaint are true.
- 8.3 This Article is not applicable to complaints arising out of or relating to alleged criminal action of a unit member.
- 8.4 This policy does not apply to workplace complaints, charges or conflicts brought by one unit member against another. Unit members do not forfeit their parental rights in regards to this article.

ARTICLE 9 – TEACHING HOURS

- 9.1 Unit members shall be on school premises one-half hour prior to their first regularly scheduled District class and remain on the school premises one-half hour after the dismissal of their last scheduled District class. Unit members will be in their assigned classrooms and available for students five (5) minutes before the start of the work day and before lunch recess ends. The time unit members supervise the students in their rooms after bus dismissal is considered as part of the one-half hour after the dismissal of their scheduled class.
- 9.2 Unit members are responsible for other work day duties which include, but are not limited to, program development, professional growth activities, parent conferences, committee assignments, grade-level meetings, site and District meetings, special help to students, back-to-school night, student supervision, and other assignments which are necessary for the efficient operation of the District. However, mandated grade level, District curriculum, and site meetings shall not exceed seventeen (17) per school year, except in the event of an unusual circumstance. Continued attendance at meetings lasting longer than 90 minutes is at the discretion of the unit member. In addition, the District's curriculum committees may meet three (3) times per year as needed.
- 9.3 The unit member work year shall consist of 184 work days (180 teaching days, 1 work day and 3 in-service days). The work day shall be in the week preceding the first pupil attendance day. Any staff meeting on that work day shall not exceed three (3) hours nor shall be considered one of the seventeen (17) staff meeting days as per current contract. Unit members shall prepare their classrooms prior to the first day of student attendance. The District shall meet with and obtain, and seriously consider, input from MSETA prior to the adoption of the calendar.
- 9.4 The District shall schedule between seven (7) and ten (10) early release work days for parent-unit member conferences during each school year based on site needs.
- 9.5 The site administrator shall designate a "teacher in charge" in the absence of the site administrator. The "teacher in charge" is responsible for the orderly conduct and supervision of students and the school before and after school, recesses, lunch, and during instructional time. Such duty begins no later than 7:30 a.m. and end at/about 3:30 p.m. or at the completion of all other professional responsibilities. In addition, a teacher will be selected from the chain of

command roster on a rotating basis to cover the "teacher in charge" responsibilities in the absence of the site administrator and/or the teacher in charge.

- 9.6 Each unit member shall have a duty-free lunch period of between thirty (30) and sixty (60) minutes. The length of the unit member and student lunch periods at each school shall be established jointly by the Principal and the faculty.
- 9.7 It shall be up to the site administrator's discretion whether each unit member should be with his/her students during times the total class is taught by a specialist.
- 9.8 The hours of student instruction are subject to the total student hours required per grade level and will be determined jointly by the Superintendent and the negotiating team. The District's interpretation of this section implies that the site administrator will develop the daily time schedule and receive input from staff. If discrepancies exist after this process, then the Superintendent and the negotiating team will meet to determine a compromise and determine the final schedule.

ARTICLE 10 - COMPENSATION

- 10.1 <u>Salaries:</u> The salary schedule and salary classification requirements of all unit members are set forth in Appendix F and as follows:
- 10.1.1 <u>Classification by Professional Preparation</u>: Unit members shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation they have completed. Reassignment to a higher classification shall become effective at the beginning of the next school year after the new classification requirements have been met. Approval of units by the Evaluation Committee is a condition precedent to receiving credit therefor. The Evaluation Committee shall be composed of the District Superintendent, three representatives of the Association and a School Board Member. The Committee recommendation must be unanimous to be effective.
- 10.1.2 <u>Initial Step Placement</u>: Unit members shall be given credit on a year-for-year basis up to a maximum of five (5) previous years, at the time of initial placement on the salary schedule, for previous teaching experience in positions requiring certification qualifications.
- 10.1.3 <u>Step Requirements</u>: The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. One year's teaching experience shall be credited for each year in which the unit member has rendered teaching services for at least seventy-five percent (75%) of the teaching days required by this contract.
- 10.1.4 <u>Unit Conversion</u>: Quarter units are converted to semester units by multiplying the quarter units by two-thirds. If this multiplication results in a fraction, that when added to the other semester units is within one-half 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 unit member shall be placed on the next column.
- 10.1.5 <u>Long-Term Substitutes</u>: A long-term substitute is a substitute teacher who fulfills a particular teaching position for a period of more than twenty (20) consecutive work days. A long-term substitute is paid according to the regular salary schedule of the District for those days of instruction furnished from and after serving twenty (20) work days in the particular teaching position. The placement of a long-term substitute upon the salary schedule shall be in accordance with the substitute's training and experience.

- 10.2 Unit members will not be paid for nonattendance (for any reason) on staff development days. Upon prior approval from the site administrator, one (1) staff development day may be submitted with another training opportunity that may better meet the needs of the unit member.
- 10.3 In the event a unit member serves less than one full school year, his/her salary shall be prorated on a daily basis to determine the amount of compensation earned for the time actually served. (This section shall not apply to those unit members who are employed for less than 20 consecutive work days.)

10.4 Insurance Coverages:

- 10.4.1 The maximum combined insurance premiums for medical, dental, vision and life insurance for each full-time unit member per school year shall be \$6,500, whether or not the unit member took insurance for all twelve (12) months. If the maximum annual insurance premiums for such medical, dental, vision and life insurance exceed \$6,500, then all premiums in excess thereof, shall be paid by each unit member by automatic payroll withdrawal without further negotiation. Such medical, dental, vision, and life insurance are described on Appendix G.
- 10.4.2 The maximum annual District premium contribution of \$6,500 for medical, dental, vision and life insurance shall be prorated based on the percent of FTE for part-time unit members. Unit members employed less than half time are not eligible for any District insurance premium contribution or coverage under the plans described on Appendix G.
- 10.4.3 Part-time unit members shall pay all premiums in excess of the prorated District contribution by automatic payroll deduction.
- 10.4.4 Unit members on an approved unpaid leave of absence may continue group insurance coverage for the period of leave upon payment of premiums in advance to the District, subject to carrier/insurance administrator approval.
- 10.4.5 <u>Tax Sheltered Annuities</u>: Unit members may participate in the tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.
- 10.4.6 <u>IRS Section 125 Plan</u>: The District shall implement an Internal Revenue Service Plan for unit members who qualify for and wish to use an IRS 125 plan. The District and MSETA shall mutually select a provider that will not charge the District a setup or management fee.

10.4.7 Retirement Benefits:

- (a) The District shall provide health insurance as set forth in Section 10.4.1 above (or a medicare companion plan) for unit members who retire (1) at least 55 years of age who have at least ten (10) years service with the District, or (2) for unit members with at least twenty (20) years service with the District. This benefit is available for up to a period of ten (10) years after date of retirement depending on the option chosen. Unit members have the opportunity to choose from three retirement benefit options.
 - 1) \$500 per month until age 65
 - 2) \$300 per month until age 67
 - 3) \$250 per month until age 70

Those unit members participating under this program may continue their health insurance after retirement, subject to carrier approval, but shall pay to the District the full cost of the premium charged. This provision is not retroactive and affects only those unit members who retire after the effective date of this Agreement.

- (b) Unit members may apply their benefit to the current MSETA carrier (see Appendix G) or a private carrier of their choice. The benefit may be applied to medical, dental, vision and/or life, limited to the amount of the option (see 10.4.7(a)) chosen by the employee.
- 10.5 <u>Supplemental Pay</u>:
- 10.5.1 Supplemental pay shall be given to a unit member who has duties or additional responsibilities above and beyond a unit member's regular assignment. These duties do not take place on a regular basis during the work day. Annual stipends for employees completing such activities are listed at the end of this section.
- 10.5.2 Participating in these duties or responsibilities shall be voluntary. All such positions shall be opened to unit members before they are offered to people outside the unit.
- 10.5.3 Request for additional duties or responsibilities not listed that arise during the school year will be submitted to the Superintendent for approval. The Superintendent and MSETA will annually review, adjust and mutually agree to duties and stipends. These positions will be posted.
- 10.5.4 All supplemental pay duties or responsibilities shall be posted by the District annually according to provisions set forth in Article 12.7 of this contract. Those openings occurring during the school year shall be posted immediately.

- 10.5.5 Unit members performing instructional teaching duties beyond the work day or work year as defined in Article 9, such as, summer school or intercessions, shall be paid their pro-rata daily wage rate for all such work performed. All such positions shall be posted.
- 10.5.6 The enumeration of the extracurricular duties shall not require the District to engage in or maintain any such activities.
- 10.6 <u>Independent Study Program</u>: Unit members in self-contained classrooms will be paid \$50.00 per student per week (five consecutive school days) per completed independent study packet and \$10.00 per day for partial week (after the first). Packets are considered complete once approved and verified by the site administrator. Unit members in departmentalized classes will equally share the \$50.00 per student rate as well as the \$10.00 per day rate. Unit members will be given a five (5) work days' lead time in responding to short-term independent study requests, except in such circumstances when there is an emergency situation such as an accident, medical need, death of a family member or other extenuating circumstances.

ANNUAL STIPENDS

Athletic Director	\$1,280
Art Faire Coordinator	\$640
Boys Basketball A Team B Team	\$1,280 \$1,280
Cheerleader Advisor	\$1,280
Girls Basketball A Team B Team	\$1,280 \$1,280
Intramural Sports (prorated based on 12 hours of student participation time)	\$640
K-8 self-contained combination class (excluding Community Day School class)	\$55.20 per month (not to exceed \$552 per school year)
Kindergarten Faire	\$128 per teacher
Middle School Musical	\$1,280 (outside of contractual day and beyond the daily curriculum)
Student Council Advisor (zero period or)	\$1,920
Teacher in Charge	\$1,920 per site
Track/Cross Country	\$1,024
Volleyball A Team B Team	\$1,024 \$1,024
Winter Sports (prorated based on six (6) sessions)	\$1,024
Yearbook Advisor (zero period or)	\$1,280
Intervention/Hourly Tutoring Intervention/Saturday/Summer Intervention	\$38 per hour (2 hour minimum)
Kindergarten Readiness Assessment	\$192 per day
GATE Coordinator	\$5,000

Stipends will increase at the same percentage as future salary increases.

ARTICLE 11 - CLASS SIZE

- 11.1 The District and the Association recognize the importance of individual attention and instruction in the learning process. Therefore, the District agrees to maintain class sizes at the lowest optimum level and within the constraints of fiscal responsibility.
- 11.2 The District shall make every reasonable effort to balance classes which grow beyond optimum levels.
- 11.3 Written grade level agreement is required before a student is transferred from one class to another in order to assure balanced sizes will be maintained within the grade level. In the event a grade level agreement is not reached, an SST meeting must be convened to resolve the proposed transfer.

ARTICLE 12 - TRANSFERS AND REASSIGNMENTS

12.1 General Provisions:

- 12.1.1 In accordance with Education Code Section 35035, the Superintendent may transfer unit members within the District, limited only by the expressed procedures contained in this Article.
- 12.1.2 In making transfers or reassignments, the District will utilize the following educationally related criteria: unit member's relevant work experience, credentials, educational training, length of District service, number of transfers or reassignments within a five-year period, and established duties, as well as educational needs and requirements of the vacant position.

12.2 Definitions:

- 12.2.1 <u>Vacancy</u>: A "vacancy" is a position that does not have a unit member assigned to it.
 - 12.2.2 Reassignment: A "reassignment" is a change in assignment within a given school.
- 12.2.3 <u>Assignment</u>: An "assignment" is a grade level or subject area position within a given school or the District.
- 12.2.4 <u>Transfer</u>: A "transfer" is the movement of a unit member from one school to another school within the District.

12.3 Voluntary Transfer:

- 12.3.1 <u>Request for Transfer</u>: A unit member may submit a request to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy pursuant to the procedure of this section. A unit member's request will be kept on file for one year.
- 12.3.2 Unit members returning from an authorized leave shall be afforded all rights provided under this section.
- 12.3.3 <u>Application for Vacancy</u>: If a unit member already has a transfer application on file, it is not necessary to make further application in order to be considered for any vacancies for which the unit member may have applied.
- 12.3.4 <u>Rejections</u>: The District shall, upon request of the unit member, provide in writing the reasons for not being selected for the vacancy.

12.4 Involuntary Transfer:

- 12.4.1 Reasons for involuntary transfers may be based on one or more of the following factors: declining enrollment, elimination of programs, balancing of class size within a grade level, school closure, reduction of state, federal or local funding, and items referenced in 12.4.4.
- 12.4.2 <u>Method</u>: The District shall seek volunteers prior to making an involuntary transfer.
- 12.4.3 <u>Notification of Transfer</u>: A unit member who does not request a transfer may not be transferred until given an opportunity (a written communication or a telephone call if the unit member is not available) for a meeting with the Superintendent to discuss the reasons for the transfer.
 - 12.4.3.1 Upon request of the unit member, the reasons shall be given in writing.
- 12.4.3.2 The unit member shall also be given an opportunity to be considered for other vacancies which are available at the time of the impending transfer by stating his/her preference.
 - 12.4.3.3 Involuntary transfers shall not be punitive or disciplinary in nature.
- 12.4.3.4 Selection criteria for unit members who are to be involuntarily transferred may be considered on the basis of: a) seniority as defined in section 12.8, b) professional preparation, c) least amount of transfers, d) transfers in the last five consecutive years, and e) in the best interest of the District.
- 12.4.4 <u>Transfer Deadline</u>: All such transfers shall be completed by May 30. By mutual agreement, the deadline may be extended. In the event of an occurrence after this date, such as a death, resignation, leave of absence, change in enrollment, or other unforeseen emergencies, the above policy will be followed.
- 12.4.5 <u>Transfer After School Begins</u>: In the event of an involuntary transfer which is made after the beginning of school or within three (3) weeks of the beginning of school, a unit member shall be allowed at least one (1) work day but not more than four (4) work days for moving and preparation of one's classroom prior to the effective date of the transfer. The District shall also provide assistance in moving the employee's materials. The Principal shall schedule moving and preparation for one's classroom after conferring with the unit member and securing a substitute as needed.

12.5 Reassignment:

- 12.5.1 <u>Apply for Reassignment.</u> Unit members who wish to be considered for reassignment may at any time file a written request with the Principal and the District Office. The Principal shall consider such requests in making any reassignments. A unit member's request will be kept on file for one year.
- 12.5.2 <u>Reasons for Reassignment</u>: Reassignments shall be based on one or more of the following reasons: declining enrollment, elimination of programs, balancing of class size within a grade level, across grade levels or subject areas, school closure, reduction of state, federal, or local funding and items referenced in 12.5.5.
 - 12.5.3 Method: The District shall seek volunteers prior to making a reassignment.
- 12.5.4 <u>Notification of Reassignment</u>: A unit member who does not request a reassignment may not be reassigned until given an opportunity (a written communication or a telephone call if the unit member is not available) for a meeting with the Principal to discuss the reasons for the reassignment.
- 12.5.4.1 Upon request of the unit member, the reasons shall be given in writing.
- 12.5.4.2 The unit member shall also be given an opportunity to be considered for other vacancies which are available at the time of the impending reassignment by stating his/her preference.
 - 12.5.4.3 Reassignments shall not be punitive or disciplinary in nature.
- 12.5.4.4 Selection criteria for unit members who are to be reassigned may be considered on the basis of: a) seniority as defined in section 12.8, b) professional preparation, c) least amount of reassignments, d) reassignments in the last five consecutive years and e) in the best interest of the District.
- 12.5.5 <u>Class Assignment Deadline</u>: A unit member shall be given his/her tentative class assignment for the following year by the second Friday of May. In the event that assignments are subsequently changed, a unit member shall be notified as soon as practicable, and be given an opportunity (a written communication or telephone call if the unit member is not available) for a meeting with the principal to discuss the reassignment.
- 12.5.6 <u>Condition of Reassignment</u>: Reassignment shall not be made without giving the unit member an opportunity to consult with the principal regarding the unit member's preference

of available vacancies. Upon the request of the unit member, the reasons for such assignment shall be given in writing.

12.5.7 <u>Reassignment Preparation Time</u>: A unit member who is reassigned, within the three (3) weeks prior to school or after the start of school, shall be granted, upon request, at least one (1) work day but not more than four (4) work days for moving and preparing one's classroom. The District shall also provide assistance in moving the employee's materials. The principal shall schedule moving and classroom preparation time after conferring with the unit member and securing a substitute as needed.

12.6 <u>Professional Development</u>:

12.6.1 At the request of the unit member who is either involuntarily or voluntarily transferred or reassigned, the District shall provide a five hundred dollar (\$500) stipend for the purpose of mutually agreed upon standards-based professional development in one's new assignment for the given school year of one's transfer or reassignment.

12.7 Posting of Job Vacancies:

- 12.7.1 The District shall post vacancies for bargaining unit positions on the bulletin board in the District Office, in the school bulletins and at a designated location at each site. For vacancies which occur during the summer recess or a period of leave, the District shall distribute job vacancy announcements to each unit member. It is the responsibility of the unit member to inform the District Office, in writing, of the unit member's correct mailing address.
- 12.7.2 Each vacancy announcement shall remain posted for a period of at least five (5) business days, during which time bargaining unit members may apply. Such postings shall include pertinent information about the vacancy for in-house candidates and the deadline for submitting requests for consideration. Pertinent information on the vacancy announcement shall include: a) posting date, b) closing date, c) job description, d) required credentials and other qualifications, and e) vacancy timeline.
- 12.7.3 Unit members may submit to the District Office a written request for consideration for each vacancy.
- 12.7.4 The District shall inform all unit members, submitting requests for consideration for a vacancy, of the disposition of the request.
 - 12.7.5 No assignment to fill the vacancy shall be made until after the closing date.

12.7.6 If a unit member's request to fill a vacancy is not granted, the unit member shall be entitled to a meeting with the District Superintendent or designee to discuss the reasons why the request was not granted.

12.8 Seniority:

- 12.8.1 Seniority is defined as a unit member's date of first paid service as a probationary unit member in the bargaining unit with the following provision:
- 12.8.1.1 Unit members with the same date of first paid service as a probationary unit member shall have their seniority number determined by the criteria set forth in Article 25.2.3.
 - 12.8.2 A unit member's seniority shall accrue during layoff.

ARTICLE 13 – LEAVES

- 13.1 <u>General Provisions</u>: The mandatory benefits provided certificated unit members by Sections 44963 through 44985 and 44800 and 44801 of the California State Education Code are incorporated into this Agreement except as supplemented in this Article.
- 13.2 <u>Sick Leave</u>: Every unit member employed five (5) days a week by the District shall be entitled to ten (10) work days of absence for illness or injury for a school year of service. A unit member employed for less than five (5) days a week shall be entitled, for a school year of service, to the proportion of ten (10) work days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). Pay for any work day of such absence shall be the same as the pay, which would have been received, had the employee served during the work day. Credit for sick leave need not be accrued prior to taking such leave by the unit member and such sick leave may be taken at any time during the school year. If such unit member does not take the full amount of sick leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year.
 - 13.2.1 The District may require a doctor's certification of illness when illness is greater than three (3) consecutive work days.
- 13.3 Extended Sick Leave: When an employee is absent from duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due the employee (in the event sick leave entitlement is exhausted) for any month in which the absence occurs shall not exceed the sum actually paid the substitute employee employed to fill the position of the absence, or if no substitute employee was employed, the amount which would have been paid to the substitute had one been employed.
- 13.4 <u>Pregnancy Disability Leave</u>: Unit members are entitled to use sick leave as set forth in Section 13.2 for disabilities or illness caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for childcare, child rearing or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and

the unit member's physician, provided that such statement verifies that such leave is for disability purposes only.

After birth or termination of pregnancy, the unit member may return to her teaching position as soon as her physician provides a written release stating that in his/her judgment the unit member is physically able to resume all duties and responsibilities of her job.

13.5 <u>Child Care Leave (Unpaid)</u>: Unit members may be granted parental child care leave of up to one (1) school year for the purpose of preparing for and caring for a newly born or newly adopted child. The unit member's group insurance benefits through the District shall be continued by the District up to the third month after the child's birth. Beyond that time, group insurance may be continued with the District, provided payments are made on an individual basis through the District and according to the rules of the group insurance plan for leave contingencies. Request for such leave must be made at least thirty (30) work days prior to the requested beginning date in the case of a newly born child, and as far in advance as possible in the case of adoption. The beginning date and duration of such leave shall be at the discretion of the Board of Trustees.

13.6 Personal Necessity Leave:

- 13.6.1 Unit members may use accumulated Sick Leave in any school year for Personal Necessity Leave for the following purposes:
- (a) Death of a member of the immediate family when additional leave beyond that provided by bereavement leave is required.
- (b) Accident involving the person or property of the employee, or the person or property of a member of the immediate family.
- (c) Serious illness of a member of the immediate family, which requires medical care, and the presence of the unit member during the work day.
 - (d) Personal and immediate family medical and dental appointments.
- (e) Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any other made with jurisdiction. This provision shall not apply in the event of the connivance or misconduct of the unit member. Any witness fees received by an employee shall be returned to the District.

- 13.6.2 The amount of accumulated sick leave which may be so used in any school year for personal necessity leave shall not exceed seven (7) work days or the number of days specified by Education Code Section 44981, whichever is greater.
 - 13.6.3 "Immediate family" is as defined in Article 3.4.
- 13.6.4 The employee taking personal necessity leave must notify the Superintendent or designee as far in advance as possible, and must complete a District absence reporting form upon returning to work. However, advance permission is not required for leave taken in the event of death or serious illness of a member of the immediate family or accident involving the person or property of the employee or of a member of the immediate family.
- 13.7 <u>Paid Personal Leave</u>: Unit members are eligible for a maximum of three (3) work days of paid personal leave per school year, subject to the following conditions:
- (a) Such leave is for compelling personal reasons not met by other leave provisions and which cannot be taken care of outside working hours.
- (b) Such leave is contingent upon the immediate supervisor determining that the unit member can be spared from duty and that all conditions of the leave have been met.
- (c) At least forty-eight (48) hours advance notice prior to the leave must be provided, unless this provision is waived by the immediate supervisor.
 - (d) Such leave shall be charged to accumulated sick leave.
- (e) A maximum of two (2) days of unused paid personal leave may be carried forward from the prior year to the next year for an allowable maximum of five (5) days of paid personal leave.
- 13.8 <u>Additional Paid Leave</u>: In addition to the leave provisions contained in this Article, the Board, acting through its administrator, shall have discretion to grant additional leave upon good cause shown: the term, conditions, and length of that leave to be wholly discretionary with the District. The granting of a particular leave pursuant to this provision shall not be construed as precedent or cause for granting of the initial leave.
- 13.9 <u>Bereavement Leave</u>: A unit member shall be entitled to a maximum of five (5) work days leave of absence without loss of salary for the death of any member of the immediate family. "Immediate family" means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-

in-law, brother, sister or step-children of the employee, or any relative living in the immediate household of the employee. Education Code 44985.

13.10 Jury Duty:

- 13.10.1 A unit member is entitled to leave for the period he/she is required to appear for jury duty. A unit member shall receive his/her regular pay, less any amount received for jury fees, exclusive of allowed mileage, parking or meal expense reimbursement.
- 13.10.2 Prior notification shall be given to the immediate supervisor as far in advance as possible.

13.11 Worker's Compensation, Industrial Accident and Illness Leave:

- 13.11.1 Unit members are eligible for leave of absence because of industrial accident or illness of up to sixty (60) work days in any one (1) fiscal year for the same accident or illness.
- 13.11.2 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 13.11.3 Unit members shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor code, will result in payment to them of not more than their full salary.
- 13.11.4 Leave of absence applied for under this provision shall be reduced by one (1) work day for each work day of authorized absence, regardless of a temporary disability indemnity award to the unit member.
- 13.11.5 Industrial illness and accident leave is to be used in lieu of sick leave. When entitlement to industrial accident leave has been exhausted, entitlement to sick leave shall then be used. If a unit member is receiving a temporary disability indemnity, the unit member shall be entitled to utilize only so much of his/her accumulated sick leave and vacation leave which, when added to his/her temporary disability indemnity, will result in a payment of no more than the full salary. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payment of salary, and shall deduct normal retirement and other authorized deductions.

- 13.11.6 Unless travel outside of California is authorized by the Governing Board, unit members receiving benefits under the plan shall remain in the State of California. This provision shall not apply to medical care, treatment or evaluation.
- 13.11.7 The District may require a written statement from a physician verifying a unit member's absence under this leave and his/her ability to return to work.
- 13.12 <u>Health Leave</u>: The Board shall grant a unit member, upon written request, an unpaid leave for health reasons. Health reasons include accident, illness or quarantine of the unit member, spouse, or dependent member of the immediately family residing in the household of the unit member, which requires the employee to remain at home or in the hospital. This leave is subject to the following conditions:
 - (a) This leave shall be available only after the unit member's sick leave is exhausted.
 - (b) The District will pay health insurance premiums during the period of this leave.
- (c) The combined total of sick leave and health leave shall not exceed one school year.
- (d) The unit member shall notify the District of the intended return date at least two (2) weeks in advance.
- 13.13 <u>Study Leave</u>: This unpaid leave of absence may be granted by the Board of Trustees to any unit member who has rendered service to the District for at least five (5) consecutive years preceding the granting of the leave, and not more than one such leave of absence shall be granted in each five (5) year period. Unit members taking study leave shall have the right to continue health and dental insurance coverage as members of the insurance plans offered by the District, provided that the unit member shall bear the premium cost thereof, and shall pay such premiums in advance to the District.

13.14 Other Leave Without Pay:

- 13.14.1 Unpaid leave may be approved at the discretion of the District for reasons not specified under other leave provisions of this Agreement.
- 13.14.2 Advance approval is required. Requests are to be made on the appropriate District form and submitted to the District Office. Leaves of up to ten (10) work days may be approved by the Superintendent or designee. Leaves of greater than ten (10) work days require the approval of the Board of Trustees.

- 13.14.3 One full day's pay shall be deducted from the unit member's salary for each work day of leave taken. Unit members on unpaid leave of absence of at least thirty (30) days may continue District insurance coverage at their own expense, subject to carrier approval and District procedures.
- 13.14.4 Unit member on leave without pay of at least one school semester shall return to an assignment as specified by the Board at the time of approval of the leave.
- 13.15 <u>Unauthorized Leave</u>: The District and each unit member of the District have entered into an employment contract, whereby the unit member has agreed to supply, for a specified time, certain designated professional services to the District for an agreed salary. These services are to be provided by the unit member unless he/she is absent as authorized by State Law or this Agreement. It is the agreement of the parties hereto that a unit member who is absent from work other than for those days as authorized by State Law of this Agreement is taking unauthorized leave. Such unauthorized leave constitutes a breach of contract. The Board will deduct an amount equal to the ratio of work days absent to the days of required service for unauthorized leave. A unit member who has taken unauthorized leave will be notified in writing by the Superintendent or designee of the breach of contract and the Board will likewise be so informed. Unauthorized absence is a breach of contract, which act may also result in disciplinary action pursuant to Sections 44932 and 44933 of the Education Code.
- 13.16 <u>Catastrophic Sick Leave Bank</u>: The Association and the District will establish a catastrophic sick leave bank with the following provisions:
- 13.16.1 <u>Definition</u>: Catastrophic illness or injury is defined as an acute illness or injury (not chronic) that is expected to incapacitate a unit member or a member's spouse, child or stepchild living in the immediate household, for at least ten (10) work days beyond the exhaustion of accumulated sick leave.
- 13.16.2 <u>Membership and Contributions</u>: Unit members may voluntarily become members of the bank by making a contribution of accrued sick leave under the following conditions:
 - (a) Contributions are made in writing.
- (b) Contributions are irrevocable once a unit member has become a member of the bank.

- (c) Contributions may be made only from a unit member's accrued sick leave and shall be deducted from said leave balance.
- (d) The open enrollment period is between September 1 and September 30 of any given year, except for unit members returning from leave who may contribute to the bank within ten (10) days of return from leave, and new employees who may contribute within thirty (30) days of employment.
- (e) The contribution in the first year for membership is one work day.

 Members may continue membership in succeeding years by contributing one-half work day each calendar year.
- (f) The contribution, on the appropriate form, shall be authorized by the unit member.
- 13.16.3 <u>Committee</u>: The Catastrophic Sick Leave Bank Committee, composed of three Association members, shall be responsible for considering requests from members for grants of catastrophic sick leave. The committee shall notify the superintendent or designee in writing of its decision. All matters before the committee shall be kept confidential.
- 13.16.4 <u>Grants</u>: The Committee may grant approval of a catastrophic sick leave grant to a unit member under the following conditions:
- (a) The unit member is a member of the bank and submits a request in writing.
- (b) The unit member has exhausted all accumulated sick leave, as verified by the personnel department.
- (c) The unit member's illness or injury conforms to the definition of catastrophic illness or injury set forth in the section 13.16.1 and the individual's condition is verified by a physician's written statement or District form.
- (d) A maximum of three grants of ten (10) work days each may be permitted for one individual per school year.
- (e) Requests will be considered and acted upon on a first-come, first-served basis.
- 13.16.5 The District shall deduct one work day from the bank for every work day used by a unit member.

- 13.16.6 If the bank is exhausted, the Committee will solicit additional contributions on a voluntary basis.
 - 13.16.7 The bank shall carry its balance from year to year.
- 13.17 <u>Job-Sharing and Part-Time Employment:</u>
 - 13.17.1 Definitions:
- 13.17.1.1 Job-sharing shall refer to two (2) unit members sharing one (1) teaching assignment. The unit members will continue the status of full-time unit members on leave for a percentage of a position.
- 13.17.1.2 Part-time employment refers to a unit member who works less than 100%.
- Application: The unit member(s) requesting a job share or part-time position shall present a proposal noting the subject/grade to be shared, how this arrangement will benefit students, a schedule and how the responsibilities shall be shared (daily schedule, curriculum, meetings). This proposal should include a budget that shows how this proposal will affect the District financially regarding salary and benefits. The District prefers that the proposal be revenue neutral or incur no expense to the District, however, all proposals will be considered on their individual merits. The unit members and the Superintendent will mutually agree on the job share partner. Applications shall be filed with the Superintendent no later than March 1. It is understood that job sharing will require time for articulation between partners, which may be above and beyond the normal teaching hours.
- 13.17.3 <u>Duration</u>: Job share and part-time assignments shall be in effect for a minimum of one (1) year and will be subject to reapplication and renewal yearly.
- 13.17.4 <u>Selection</u>: The granting of job share positions and part-time employment shall be at the discretion of the Superintendent with the approval of the Board. The Superintendent shall notify the applicants of his/her decision by May 1.
- 13.17.5 <u>Benefits</u>: Unit members working 50% or more will continue to receive the health benefits and paid leaves equal to those of full time unit members. Contributions to unit members' state retirement system shall be proportionate to the time served and salary earned.
- 13.17.6 <u>Compensation</u>: Job-sharing and part-time unit members' wages shall be prorated relative to the actual time worked. Each job-sharing unit member shall receive credit for

a full year of service on the salary schedule and be given appropriate added increments for advanced degrees.

- 13.17.7 Return to Full Time: If a unit member elects to return to full-time teaching, or a continuance of the job share is not approved, the unit members will be returned to his/her original full-time assignment unless the position has been dissolved due to declining enrollment, a shift in grade level population that decreases the number of unit members at their grade level, or funding reductions, in which case, the job share/part time personnel will be subject to Article 12 Transfers.
- 13.18 <u>Association Business Leave</u>: At the request of the MSETA President, the Superintendent may provide Association business leave days. These days are to be used by Association members to conduct necessary Association business and/or to attend Association-related workshops. These work days must be approved, in advance in writing, by the Superintendent.

ARTICLE 14 – UNIT MEMBER RESPONSIBILITIES FOR SUPERVISION OF NON-UNIT MEMBERS

- 14.1 Sections 45360 through 45367 of the Education Code, dealing with unit member assistants and volunteers, are incorporated into this Agreement, and shall be supplemented as follows:
- 14.1.1 The Board and administrators shall not assign or reassign a unit member assistant or a volunteer to a unit member without first consulting that unit member.
- 14.1.2 The unit member shall have the right to participate in interviews of prospective unit member's assistants.
- 14.1.3 The unit member shall periodically discuss with the site administrator the performance of the unit member's assistant.
- 14.1.4 Unit members' assistants are not assigned to evaluate unit members in instructional methodologies (Education Code Section 35160).
- 14.2 Nothing contained in this Article shall prevent the District from hiring non-bargaining unit personnel to perform the following non-teaching duties: lunch supervision, playground duty, sidewalk duty, collection of student monies, mail distribution, and maintaining student attendance records.

ARTICLE 15 – STATUTORY CHANGES

- 15.1 Improvements in unit member benefits, which are made mandatory by the amendment or addition of statutory guarantees now proved in California or Federal law, shall be incorporated into this Agreement.
- 15.2 Reduction or elimination of unit member benefits, which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement, shall modify this Agreement to the extent of the legislative change.

ARTICLE 16 - HEALTH AND SAFETY

16.1 <u>Safe Working Conditions</u>:

16.1.1 Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being. Except in emergencies, necessary repairs and maintenance of classrooms and District facilities shall be made at a time which will not interfere with the instructional program. Should the health, safety or welfare of pupils or unit members be endangered, action shall be taken by the District to correct the problem.

16.1.2 If at all possible, the District shall notify unit members of the names of chemicals used and the District shall apply them at times when unit members and pupils are not present.

16.2 Assault:

16.2.1 Unit members shall report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor. The District shall act as liaison between the unit members, police and courts, if necessary.

Legal References:

Board Policy 4157

Education Codes:

44014 Report of assault by pupil against school employee

48905 Injury or damage to person or property of school district employee; request for legal action

Government Code: 995-9964 Defense of Public Employees

ARTICLE 17 – SUSPENSION OF STUDENTS

- 17.1 A unit member may suspend any student from the unit member's class for the day of the suspension and the day following. The unit member shall, immediately, report the suspension to the principal of the school and send the pupil to the principal or designee for appropriate action. As soon as possible, the unit member shall ask the parent or guardian of the pupil to attend the parent-unit member conference regarding the suspension. A school administrator shall attend the conference if the unit member, the parent or the guardian so requests. The pupil shall not be returned to the class from which he/she was suspended, during the period of suspension, without the concurrence of the unit member of the class and the principal.
- 17.2 A pupil may be suspended from school for several causes including, but not limited to, the following if the student has:
- (a) Caused, attempted to cause, or threatened to cause physical injury to another person;
 - (b) Caused or attempted to commit robbery or extortion;
 - (c) Caused or attempted to cause damage to school property or private property;
 - (d) Committed an obscene act or engaged in habitual profanity or vulgarity; or
- (e) Disrupted school activities, willfully defied the valid authority of unit members or administrators or other school personnel.

A pupil may be suspended for the above acts if they are related to school activity or attendance.

17.3 The procedure to be followed and reasons for suspension are enumerated in the applicable provisions of Education Code Section 48900.

ARTICLE 18 - EDUCATIONAL SUPPLIES

- 18.1 The District shall allocate \$800.00 per unit member annually. The funds may be spent on educational materials, supplies, or field trips which in the judgment of that unit member and site administrator meet the instructional needs of the classroom or the students, or such things as classroom incentives.
- 18.2 If the allocated amount is spent, the unit member may apply to the Superintendent for additional funds.
- 18.3 Purchases made pursuant to this Article may be made by purchase order, or cash purchase, in which case unit members shall be reimbursed on presentation of cash receipt.

ARTICLE 19 - IN-SERVICE EDUCATION AND CONFERENCE FUNDS

- 19.1 The District shall provide an in-service education fund in the amount of \$5,500 per school year. Unspent monies from the conference fund will be carried over to the next year.
- 19.2 The in-service education fund shall exclude the cost of activities initiated by District management. The fund may be used to pay for substitutes as needed for in-service education fund activities.
- 19.3 In the event a unit member wishes to participate in an in-service education activity, written notice of that intent shall be given the administrator and committee a reasonable time prior to participation in that activity.
- 19.4 The fund shall be expended in accordance with the joint recommendation of a committee appointed by the Association and the school administration.
- 19.5 In making a workshop or program request or assignment, the administrator and committee shall consider, among other factors, the following:
 - (a) Quality of program;
 - (b) Need of the unit member;
 - (c) The number of previous workshops attended by the subject unit member; and
 - (d) Desire and/or motivation of the unit member.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

- 20.1 All unit members who participate in the production of recordings, publications, or other produced educational materials shall retain residual rights should they be copywritten or sold by the District.
- 20.2 A current copy of this Agreement will be posted to the District website.
- 20.3 Rules, which are designed to implement this Agreement, shall be uniform in application and effect.
- 20.4 A unit member's notification to the District that he/she intends to resign shall remain revocable until such time as the Board officially takes action on such notification.
- 20.5 The District agrees to maintain a copy of all insurance policy coverage at the District Office for examination by unit members.

ARTICLE 21 – CONCERTED ACTIVITIES

- 21.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to perform job functions and responsibilities, to the best of the individual unit member's ability, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 21.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement, and to make every effort toward inducing all unit members to do so.
- 21.3 It is agreed and understood that any unit member violating this article will be deemed to have breached this contract and may further be subject to disciplinary proceedings in accordance with Sections 44932 and 44933 of the Education Code.
- 21.4 It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, in District policy, from any unit member and/or the Association.
- 21.5 No disciplinary measure shall violate the unit member's right to due process under the law.

ARTICLE 22 – EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

ARTICLE 23 – NEGOTIATIONS

- During the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such object or matters were proposed and later withdrawn.
- 23.2 During the term of this Agreement, the Association and the District may by mutual agreement meet and negotiate concerning any issues within the scope of representation.
- 23.3 The parties agree to set forth their initial contract proposals or reopener contract proposals, as the case may be, no later than March 1 prior to the school year under negotiations. The parties may reopen on compensation and any three articles of the contract.
- 23.4 The parties hereto shall meet and negotiate in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.
- 23.5 Either party may utilize the services of outside consultants to assist in the negotiations.
- 23.6 Negotiations shall take place at mutually agreeable times and places.
- 23.7 It is agreed by and between the parties hereto that the exclusive representative shall have the right to select four (4) representatives for the purpose of meeting and negotiations, three (3) of which may be unit members who will have release time provided. Members of each team shall be identified at the beginning of negotiations, pursuant to Government Code Section 3543.1(c). The teams shall remain the same except for reasons of accident, illness, or other emergency.

ARTICLE 24 - SEPARABILITY AND SAVING

If any provision of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 25 – LAYOFFS

- 25.1 <u>Layoff</u>: Unit members may be laid off in accordance with the applicable provisions of law. Current law provides that the Superintendent or designee shall give written notice to the Governing Board regarding layoffs prior to March 15 (Education Code Section 44949). There may be other dates under applicable law.
- 25.1.1 The Superintendent or designee shall notify the Association of the recommendation to layoff unit members concurrently with the recommendation given to the Governing Board. At the timely request of the Association, prior to the issuance of such written notice, the District shall consult with the Association within fifteen (15) work days or at a mutually agreed upon time.
- 25.1.2 The language in this Article shall not be construed to impose a duty on the District to negotiate the right to layoff unit members. This Article concludes negotiation on the impact, criteria and all aspects of layoff. The parties are not obligated to negotiate further regarding any issues of layoff.

25.2 Criteria for Determining Layoffs:

- 25.2.1 Current law provides that probationary and permanent unit members shall be deemed to have been employed on the date upon which he/she first rendered paid service in a probationary position (and not the date of their employment contract) (Education Code Section 44845). Seniority commences to accrue, therefore, on the date the unit member first rendered paid service in a probationary position.
- 25.2.2 Subject to the applicable provisions of law, including Education Code Section 44955, unit members shall generally be laid off by seniority, i.e., in the inverse order in which they first rendered paid service to the District with the most junior unit member being laid off first.

25.2.3 Criteria for determining seniority of unit members with the same initial day of first paid service to the District shall be as follows:

(a) <u>Credentials</u>:

CATEGORY	OTHER	STAND SEC 112, 113, 114, 115, 116 STAND SEC RESTRICT TO MAJORS & MINORS	STAND SEC 111 GEN SEC TEACHING	K-3 STAND 109	STAND ELEM RESTRICT TO MAJOR & MINOR	STAND ELEM GEN ELEM
VALUE	2	4	6	7	8	10 OR MORE

(b) <u>Experience</u>: (years of experience as defined by placement on the salary schedule)

CATEGORY	1	2	3	4	4	6	7	8	9	10 OR
										MORE
VALUE	1	2	3	4	5	6	7	8	9	10 OR
										MORE

(c) <u>Training</u>:

CATEGORY	15	30	45	60	MA+AND/OR
					ED.D.
JЕ	1	2	3	4	1

- (d) <u>Teaching Experience</u>: Total years of teaching experience, including prior public or private teaching experience, which was gained while the unit member held a valid California Teaching Credential.
- (e) <u>Tie</u>: In the event a tie still exists after the application of the above criteria, the affected unit members shall then be rated according to the following:

Special Credential/Certificate:

Category: Librarian, Reading Specialist, Special Education, or other by mutual consent of the District and the Association.

Value: 1 point apiece for a maximum in this category of 2 points.

(f) <u>Lottery</u>: Should the application of criteria a-e not result in determining seniority for unit members with the same first day of service, seniority shall then be determined by lottery. Should the lottery be needed, it shall be conducted in the presence of at least two (2) Association representatives and the unit members so affected at their discretion.

- 25.3 <u>Rationale</u>: The District, upon written request of either the Association or the affected unit member, will provide in writing their rationale for the application of the above stated criteria.
- 25.4 The District, upon written request of the Association, shall furnish the Association with a current seniority list within fifteen (15) work days of the request.

25.5 Benefits for Laid Off Unit Members:

25.5.1 The District shall provide up to three (3) work days of paid leave to any unit member receiving the notice specified in Section 44949 for the purpose of interviews and investigating employment elsewhere. Such three (3) work days of paid leave shall be deducted against remaining sick leave, and if the unit member has no remaining sick leave, then the leave shall be taken at District expense. Furthermore, the District shall pay the maximum District contribution for medical, dental and/or vision insurance for said laid off unit member for the months of July and August following the last work day of the school year. A laid off unit member may continue to be covered under the same medical, dental and vision insurance plans as non-laid off unit members if permitted under the rules and regulations of the insurance carrier, program, or provider so long as the unit member pays, ten (10) work days in advance of the due date, all premiums necessary to continue such insurance. The unit member may not continue such insurance if employed elsewhere and if covered in such employment by a similar medical, dental and/or vision insurance plan.

25.6 Reemployment Rights:

- 25.6.1 Laid off unit members shall have first priority for filling any vacancy (including full-time permanent teaching positions) which occur for up to 39 months following the effective date of his/her layoff.
- 25.6.2 If such vacancies occur, then the District shall simultaneously notify all the laid off unit members with a credential and competency allowing him/her to teach the vacant subject(s) or grade(s) even if the number of vacancies is fewer than the number of laid off unit members.
- 25.6.3 The notices shall be sent by certified letter to all of the laid off unit members at their current mailing addresses on file with the District. It is the responsibility of the unit members to inform the District in writing of the unit member's current address.
- 25.6.4 Each of the laid off unit members shall notify the District of his/her acceptance or rejection within ten (10) work days from the date the notice is mailed by the District to the unit

members. Unit members who accept reemployment after receipt of the notice of vacancy shall be reemployed and assigned by the District in reverse order of layoff, i.e. by seniority with the most senior laid off unit member first, and so forth.

25.6.5 Each laid off unit member shall have the right to full reinstatement of all unused sick leave at the time of reemployment.

ARTICLE 26 - REDUCED WORKLOAD

- 26.1 <u>Definition</u>: The California State Teachers' Retirement System Reduced Workload Program allows an eligible member to reduce their workload from full-time to part-time duties (a minimum of fifty percent (50%) of full time). The unit member would receive full-time service credit, while working less than full time. At the time of retirement, the unit member's allowance will be calculated as though he/she had worked full time.
- Application: The unit member(s) requesting a job share or part-time position shall present a proposal noting the subject/grade to be shared, how this arrangement will benefit students, a schedule and how the responsibilities shall be shared (daily schedule, curriculum, meetings). This proposal shall include a budget that shows how this proposal will affect the District financially regarding salary and benefits. The District prefers that the proposal be revenue neutral or incur no expense to the District; however, all proposals will be considered on their individual merits. The unit members and the Superintendent will mutually agree on the job share partner. Applications shall be filed with the Superintendent no later than March 1. It is understood that job sharing will require time for articulation between partners, which may be above and beyond the normal teaching hours.
- 26.3 <u>Duration</u>: Reduced Workload shall be in effect for a minimum of one (1) year and will be subject to reapplication and renewal yearly.
- 26.4 <u>Selection</u>: The granting of Reduced Workload shall be at the discretion of the Superintendent with the approval of the Board. The Superintendent shall notify the applicant of his/her decision by May 1.

26.5 Benefits:

- 26.5.1 Unit members working fifty percent (50%) or more will continue to receive the health benefits and paid leaves equal to those of full-time unit members.
- 26.5.2 Both unit member and employer contributions to STRS are paid on the full-time earnable salary.
- 26.6 <u>Compensation</u>: Reduced Workload members' wages shall be prorated relative to the actual time worked. The unit member shall receive credit for a full year of service on the salary schedule and be given appropriate added increments for advanced degrees.

- 26.7 Return to Full Time: If a unit member elects to return to full-time teaching, or a continuance of the Reduced Workload is not approved, the unit members will be returned to her/his original full-time assignment unless the position has been dissolved due to declining enrollment, a shift in grade level population that decreases the number of unit members at their grade level, or funding reductions, in which case, personnel will be subject to Article 12, Transfers.
- 26.8 To be eligible to request a reduced workload:
- 26.8.1 The unit member shall have been employed full time in the District for at least ten (10) years including five (5) years of uninterrupted service immediately preceding the reduction in workload.
- 26.8.2 The unit member shall have reached the age of 55 years prior to the reduction in workload.

APPENDIX A

APPEAL PROCEDURE FORM - Step 1

MOUNT SHASTA UNION SCHOOL DISTRICT Request for Evaluation Review Form – Step 1

Bargaining Unit Member's Name	Date
Date Received Evaluation	Work Location
Appeal to Superintendent for review of the pro Bargaining Unit Member within 15 work days	blem. (All sections of this portion to be completed by of receiving formal evaluation.)
Statement of problem and decision rendered:	
	violated
Complainant has had an informal conference w	rith immediate supervisor: Yes No
(Within 5 work days, the Superintendent shall problem. Within 10 work days, the Superintendent	
Superintendent's Decision:	
Dated:Si	ignature:

Copies: Superintendent, Supervisor/Administrator, Unit Member

APPENDIX A

APPEAL PROCEDURE FORM – STEP 2

MOUNT SHASTA UNION SCHOOL DISTRICT Request for Evaluation Review Form – Step 2

Unit Member's Name		Date
Work Location		
Appeal to Board of Trustees for within 10 work days of completi	review of the problem. (All portion on of Step 1.)	as of section must to be completed
Statement of problem and decision	on rendered:	
Specific District Policy allegedly	to have been violated	
Date Received the Evaluation:		
Remedy sought:		
Request a conference with Board	l of Trustees?: Yes No	
(Within 10 work days of filing the render a decision.)	ne appeal, the Board of Trustees sha	all review the problem and shall
Board of Trustee's Decision:		
Dated:	Signature:	

Copies: Board of Trustees, Superintendent, Supervisor/Administrator, Unit Member

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APPENDIX B

MOUNT SHASTA UNION SCHOOL DISTRICT Classroom Observation Form

Person Observed	Grade	Date
Subject Area – Ability Level	Time in Cla	ssroom
	Time in Cia	
Instructional Objective (Established by Instructor):		
Unit member/Student behaviors in Relation to the Instru	ctional Objective (Stated by Supervisor):
Supervisor's Recommendations/Comments:		
Instructor's Comments		
instructor's Comments		
Conference Date:		
Instructor:		
Supervisor:		

APPENDIX C

MOUNT SHASTA UNION SCHOOL DISTRICT Certificated Instructional Evaluation Summary

Name		Locat	ion	AMERICAN AND AND AND AND AND AND AND AND AND A	
School Year	Assignment:	Permanent	Temporary		
Probationary:	1 st year	2 nd year			
			Rating		
Pupil Progress To	oward Established Standar	ds			
Instructional Tec	hniques and Strategies				
Adherence to Cu	rricular Objectives				
Suitable Learning	g Environment				
		EXPLANATI	ON OF RATING SYMBOL	. <u>s</u>	
"S" = Satisfactor	y (meets or exceeds expec	tations of the Mo	ount Shasta Union School D	istrict)	
			neeting the expectations of the to improve appropriate ar		
Dates of observat	tion/Conferences:				
Evaluator's Com	ments:				
Unit member's C	comments:				
Signature of Eval	luator		Date		
Continued Service	ces: Recommended_		Not Recommended		
This evaluation h with the ratings.	as been discussed with me	e. Signing this fo	orm does not necessarily mea	n that I agree	
Date of Summary	y Evaluation Conference	Signature of E	mployee	AAAAAAAAA	
Signed comments	s are attached for Evaluate	or and/o	r Unit member		

APPENDIX D SUMMARY EVALUATION OF TEACHING PERFORMANCE

Teacher: School:		Date:	
Grade/Subject: Dates of Conferences:		Period Covered by this Evaluation: Dates of Observations:	
Status of Teacher:	Probationary (0) ☐ Temporary ☐	Probationary (1) Permanent	Probationary (2) Years in District:
	DRY – Does Not Meet Standar EMENT – Inconsistently Me		Meets Standards D – Exceeds Standards
 Connecting Stude goals Using a variety of needs Facilitating learni Engaging student subject matter me 	f instructional strategies and reing experiences that promote as in problem solving, critical t	perience, and interests with learning esources to respond to students' diversautonomy, interaction, and choice thinking, and other activities that make	
 Creating a physics Establishing a clir Promoting social Establishing and restablishing and restablishi	al environment that engages a mate that promotes fairness ar development and group respo maintaining standards for stud lementing classroom procedur	nd respect onsibility	

	STANDARD III - Understanding & Organizing Subject Matter for Student Learning 1 2 3 4
•	Demonstrating knowledge of subject matter content and student development
•	Organizing curriculum to support student understanding of subject matter
•	Interrelating ideas and information within and across subject matter areas
*	Developing student understanding through instructional strategies that are appropriate
	to the subject matter
•	Using materials, resources and technologies to make subject matter accessible to students
	STANDARD IV - Planning Instructions & Designing Learning Experiences for All 1 2 3 4
	Students Designing Learning Experiences for Zill 1 2 3 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
de de la companya de	Drawing on and valuing students' backgrounds, interests, and developmental learning
•	needs
•	Establishing and articulating goals for student learning
•	Developing and sequencing instructional activities and materials for student learning
•	Designing long and short term plans to foster student learning
•	Modifying instructional plans to adjust for student needs
•	modifying institutional plans to adjust for statementous

	STANDARD V – Assessing Student Learning 1 2	3 4	
	Establishing and communicating learning goals for all students		
*	Collecting and using multiple sources		
*	Involving and guiding students in assessing their own learning		
¥	Using results of assessments to guide instruction		
*	Communicating with students, families, and other audiences about student progress		
*	Communicating with students, hammes, and carer addresses accurately seems progress		
			ŀ
	STANDARD VI – Developing as a Professional Educator 1 2	3 4	
		3 4 	
•	Reflecting on teaching practice and planning professional development		
*	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally		
*	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice		
****	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
* * * * * *	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice		
* * * * *	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
****	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
 * * * * 	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
*	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
◆ ◆ ◆ ◆	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
♦ ♦ ♦	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
**************************************	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
◆ ◆ ◆ ◆	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
* * * * * * * * * * * * * * * * * * *	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		
	Reflecting on teaching practice and planning professional development Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice Working with families to improve professional practice		

	UCTIONS Commendations and recommendations must include those relative to the Standards. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.
OVER	ALL EVALUATION:
	☐ Distinguished
	☐ Proficient
	□ Needs Improvement
	☐ Unsatisfactory – Does not Meet Standards
	☐ Recommended for PAR Date:

SIGNATURES

Evaluator:

me to attach comments regarding this evaluation.

Teacher:

A SIGNATURE ON THIS EVALUATION DOES NOT NECESSARILY SIGNIFY AGREEMENT WITH THE EVALUATION.

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to

Date:

Date:

APPENDIX E

Teaching Standards Rubric

<u>◆ Standard 1 ◆</u>								
	Engaging and Supporting All Students in Learning							
Element	UNSATISFACTORY Rating 1	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	<u>DISTINGUISHED</u> Rating 4				
D	OMAIN A Connects student	s' prior knowledge, life expe	rience, and interests with lear	rning goals				
Knowledge of Students	Teacher displays little knowledge of students' skills, knowledge, interests or cultural heritage, and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills, knowledge, interests, or cultural heritage but displays this knowledge for the class only as a whole.	Teacher displays knowledge of students' skills and knowledge, interests, or cultural heritage of groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of students' skills, knowledge, interests, or cultural heritage of each student, including those with special needs.				
<u>Interests</u> and Cultural Heritage	Does not connect classroom learning to new materials, life experiences, linguistic skills, and cultural understandings.	Makes some attempts to connect classroom learning to new materials, life experiences, linguistic skills, and cultural understandings.	Helps students to connect classroom learning to new materials, their life experiences, linguistic skills, and cultural understandings.	Helps all* students to connect classroom learning to new materials, their life experiences, linguistic skills, and cultural understandings.				
Response to Students	Teacher ignores or brushes aside students' questions or interests.	Teacher sporadically attempts to accommodate students' questions or interests.	Teacher successfully accommodates students' questions or interests.	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event.				
DON	IAIN B Uses a variety of ins	tructional strategies and reso	urces to respond to students'	diverse needs				
Directions and Procedures	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are somewhat clarified, however they can be excessively detailed or too brief.	Teacher directions and procedures are clear to most students and contain an appropriate level of detail.	Teacher directions and procedures are clear to all* students and anticipate possible student misunderstanding.				
Oral and Written Language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly.	Teacher's spoken language is sometimes inaudible, and written language can be sometimes illegible. Vocabulary may or may not be appropriate to students' ages or backgrounds.	6Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.				

Knowledge of Students' Varied Approaches to Learning	Teacher is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities, and different "intelligences."	Teacher displays limited understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding of the different approaches to learning that different students exhibit, and engages some students in a variety of learning experiences accommodating different ways they learn.	Teacher engages all* students in a variety of learning experiences that accommodate the different ways they learn.
Quality of Questions	Teacher's questions are virtually all of poor quality.	Teacher's questions are a combination of low and high quality. Only some invite a response.	Most of teacher's questions are of high quality. Adequate time is available for students to respond.	Teacher's questions are of uniformly high quality, with consistent "wait time" throughout the lesson for students to respond. Students formulate many questions.

ELEMENT	UNSATISFACTORY Rating 1	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	DISTINGUISHED Rating 4
Depth and Complexity	Does not choose strategies that make the complexity and depth of subject matter understandable to some students.	Occasionally chooses strategies that make the complexity and depth of subject matter understandable to some students.	Chooses strategies that make the complexity and depth of subject matter understandable to most students.	Chooses strategies that make the complexity and depth of subject matter understandable to all* students.
Modifications	Does not modify materials and resources to support each student's fullest participation.	Modifies a limited amount of materials and resources to support students' fullest participation.	Modifies materials and resources to support most students' fullest participation.	Modifies materials and resources to support all * students' fullest participation.
Student Participation	Only a few students participate in the discussion.	Teacher attempts to engage some students in the discussion, but with only limited success.	Teacher successfully engages most students in the discussion with limited success.	Teachers successfully engage all* students with consistent success.
Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals.	Instructional groups are varied, as appropriate to the different instructional goals. There is evidence of student choice in selecting different patterns of instructional groups.
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally.	Some activities and assignments are appropriate to students and engage them mentally.	Most activities and assignments are appropriate to students. Almost all students are cognitively engaged in them.	All* students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding.
	DOMAIN C Facilitates lear	rning experiences that promo	te autonomy, interaction, and	choice
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson.	Instructional groups are productive and mostly appropriate to the students or to the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the instructional goals of a lesson. Students take the initiative to influence instructional groups to advance their understanding.
Classroom Environment	Classroom environment is not used to provide opportunities for independent and collaborative learning and positive interaction among students.	Limited use of the classroom environment to provide opportunities for independent and collaborative learning and positive interactions among students.	Uses the classroom environment to provide opportunities for independent and collaborative learning and positive interaction among all students.	The teacher works with all* students to collaboratively establish a learning environment promoting a high level of opportunities for interaction among other students.

Student Decision	Student decisions about managing learning, time, and materials are not supported and monitored.	Inconsistent support on monitoring of student decisions about managing learning, time, and materials.	Supports and monitors student decisions about managing learning, time, and materials.	All* students independently manage learning, time, and materials.		
DOMAIN D Engages students in problem solving, critical thinking, & other activities to make subject matter meaningful.						
Problem Solving	Does not engage students in problem solving nor encourage them to use multiple approaches and solutions.	Minimally engages some students in problem solving activities and only encourages some approaches and solutions.	Engages most students in problem solving activities and encourages multiple approaches and solutions.	Engages all* students in problem solving activities and encourages multiple approaches and solutions.		

The state of the s				
ELEMENT	UNSATISFACTORY Rating 1	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	<u>DISTINGUISHED</u> Rating 4
<u>Critical</u> Questions	Encourages few students to ask critical questions or considers diverse perspectives about subject matter.	Encourages some students to ask critical questions and to occasionally consider diverse perspectives.	Encourages many students to ask critical questions and consider diverse perspectives about subject matter.	Students independently ask critical questions and consider diverse perspectives about subject matter with minimal guidance by the teacher.
Analysis and Conclusions	Does not give students help to analyze and draw valid conclusions about content being learned.	At times helps some students to analyze and draw valid conclusions about content being learned.	Helps most students to analyze and draw valid conclusions about content being learned.	All* students analyze and draw valid conclusions about content being learned.
	DOMAIN E Pro	motes self-directed, reflectiv	e learning for all students	
Initiate Own Learning	Does not motivate students to initiate their own learning nor to strive for challenging learning goals.	Inconsistently motivates students to initiate their own learning or to strive for challenging learning goals.	Motivates most students to initiate their own learning and strives for challenging learning goals.	Motivates all* students to initiate their own learning and strives for challenging learning goals.
Student Reflection	Does not engage students in opportunities to examine, reflect on, and evaluate their own work and to learn from the work of their peers.	Limited engagement of students in opportunities to examine, reflect on, and evaluate their own work and learn from the work of peers.	Engages most students in opportunities to examine, reflect on, and evaluate their own work and to learn from the work of their peers.	Engages all* students in opportunities to examine, reflect on, and evaluate their own work and to learn from the work of their peers.
Access Knowledge and Information	Rarely helps students to develop and use strategies to access knowledge and information.	Occasionally helps students develop and use strategies to access knowledge and information.	Consistently helps students develop and use strategies to access knowledge and information.	Exhibits expertise in devising a variety of ways to regularly help students develop and use strategies to access knowledge and information.

Comments:		

*"All" in this context, means the student subgroups found in a classroom, i.e., GATE, Special education, English language learners, physically impaired, culturally diverse, educationally disadvantaged.

◆ Standard 4 ◆

Planning Instruction and Designing Learning Experiences for All Students

Element	UNSATISFACTORY <u>Rating 1</u>	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	<u>DISTINGUISHED</u> Rating 4		
DOMAIN A Draws on and values students' backgrounds, interests, and developmental learning needs						
Importance of the Content	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and most students demonstrate consistent commitment to its value.	All* students demonstrate active participation, curiosity, and attention to detail that they value the content's importance.		
Advocacy	Teacher contributes to school practices that result in some students being poorly served within the learning environment.	Teacher unknowingly contributes to some students being poorly served by the learning environment	Teacher works within the context of the school to ensure that most students receive a fair opportunity to succeed.	Teacher makes a particular effort to challenge negative attitudes and helps ensure that all* students, particularly those traditionally underserved, are honored in the school.		
Student Diversity	Neglects to incorporate student diversity as an integral part of planning.	Minimally incorporates student diversity as an integral part of planning.	Recognizes and incorporates student diversity as an integral part of planning.	Teacher exhibits significant expertise in incorporating student diversity into the planning of student learning experiences.		
Knowledge of Characteristics of Age Group	Demonstrates little knowledge about cognitive and linguistic development to plan instruction that supports student learning.	Demonstrates some knowledge about cognitive and linguistic development to plan instruction that supports student learning.	Uses knowledge about cognitive and linguistic development to plan instruction that supports student learning.	Teacher displays thorough understanding about cognitive and linguistic development as well as exceptions to the general patterns.		
	DOMAIN B	Establishes and articulates g	oals for student learning			
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than to do high-quality work.	Teacher allows students to minimally accept responsibility to "do good work" putting forth little energy in the quality of the work.	Students accept teacher insistence on work of high quality and demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it by revising drafts, helping peers, and ensuring that quality work is displayed.		
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Most of the learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities are highly relevant to all* students and instructional goals, producing a unified whole that reflects recent professional research.		
Short-Term and Long-Term Goals	Rarely establishes short- term and long-term goals for student.	Inconsistently establishes short-term and long-term goals for student learning.	Establishes short-term and long-term goals for student learning for the class as a whole.	Establishes short-term and long-term goals for individual students or small groups of students.		
Student Goal Setting	Inadequately designs instructional activities so that all students participate in setting and achieving learning goals.	Minimally designs instructional activities so that all students participate in setting and achieving learning goals.	Designs instructional activities so that most students participate in setting and achieving learning goals.	Designs instructional activities so that all* students participate in setting and achieving learning goals.		

Goals for Critical Learning Does not set goals for student learning to promote critical thinking and problem solving. Inconsistently sets goals for student learning to promote critical thinking and problem solving. Ensures that goals for the class as a whole for student learning promote critical thinking and problem solving.

Ensures that goals are tailored for individual students or small groups that promote critical thinking and problem solving.

Element	UNSATISFACTORY Rating 1	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	<u>DISTINGUISHED</u> Rating 4
<u>DOM</u>	AIN C Develops and sec	quences instructional act	ivities and materials for	student learning
Student Assessment	Inadequately uses formal and informal student assessment in long- and short-term planning.	Rarely uses formal and informal student assessment in long- and short-term planning.	Uses formal and informal student assessment in longand short-term planning for most students.	Uses formal and informal student assessment in long- and short-term planning for all* students.
Instructional Strategies	Does not plan to use instructional strategies appropriate to the complexity of the lesson content and student learning needs.	Minimally plans to use instructional strategies appropriate to the complexity of the lesson content and student learning needs.	Plans to use instructional strategies appropriate to the complexity of the lesson content and student learning needs for most students.	Plans to use instructional strategies appropriate to the complexity of the lesson content and student learning needs for all* students.
Sequencing Instruction	Does not select and sequence instruction to promote understanding for all students.	Rarely selects and sequences instruction to promote understanding for all students.	Selects and sequences instruction to promote understanding for most students.	Selects and sequences instruction to promote understanding for all* students.
Adapting Materials	Neglects to choose and adopt instructional materials to make subject matter relevant to students' experience and interest.	Inconsistently chooses and adapts instructional materials to make subject matter relevant to students' experience and interests.	Chooses and adapts instructional materials to make subject matter relevant to most students' experiences and interests.	Chooses and adapts instructional materials to make subject matter relevant to all* students experiences and interests.
	DOMAIN D Designing	short-term and long-ter	m plans to foster student	learning
Short-term and Long-term Plans	Rarely develops long- and short-term plans that build on and extend students' understanding of subject matter.	Inconsistently develops long- and short-term plans that build on and extend students' understanding of subject matter.	Develops long- and short- term plans that build on and extend students' understanding of subject matter.	Extensive expertise in designing long-and short-term plans to extend students understanding of subject matter.
Planning for Learning Review and Assessment	Ineffectively organizes curriculum to allow enough time for student learning, review, and assessment.	Rarely organizes curriculum to allow enough time for student learning, review, and assessment.	Organizes curriculum to allow enough time for student learning, review, and assessment.	Teacher lessons are coherently organized to reflect a high level of meaningful learning, review and assessment.
Planning for All Students	Does not plan to ensure access to challenging, diverse, academic content for students.	Minimally plans to ensure access to challenging, diverse, academic content for some students.	Often plans to ensure access to challenging, diverse, academic content for most students.	Consistently plans to ensure access to challenging, diverse, academic content for all* students.
Planning for Learning Rates	Neglects to provide opportunities for all students to learn at their own pace.	Provides few opportunities for students to learn at their own pace.	Provides opportunities for most students to learn at their own pace.	Provides opportunities for all* students to learn at their own pace.
	DOMAIN E Moo	difies instructional plans	to adjust for student nee	<u>ds</u>
Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success.	Teacher accepts responsibility for the success of all students but uses a limited repertoire of instructional strategies.	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.

Lesson and Unit Structure The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.

The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are uneven.

The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.

The lesson or unit's structure is consistently clear and allows for different pathways according to individual student needs.

Element	UNSATISFACTORY <u>Rating 1</u>	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	DISTINGUISHED Rating 4
Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all* students.
Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson.	Teacher attempts to adjust a lesson with mixed results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson and the adjustment occurs smoothly.
Formal and Informal	Does not modify plans based on formal and informal student assessment to ensure opportunities for students to learn and synthesize information.	Minimally modifies plans based on formal and informal student assessment to ensure opportunities for students to learn and synthesize information.	Modifies plans based on formal and informal student assessment to ensure opportunities for most students to learn and synthesize information.	Modifies plans based on formal and informal student assessment to ensure opportunities for all* students to learn and synthesize information.

*"All" in this context, means the student subgroups found in a classroom, i.e., GATE, Special education, English language learners, physically impaired, culturally diverse, educationally disadvantaged.
Comments:

	reating and Maintain	• Standard		earning
Element	UNSATISFACTORY Rating 1	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	<u>DISTINGUISHED</u> Rating 4
	DOMAIN A Cre	eates a physical environment	that engages all students	
Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The classroom is safe, and the furniture arrangement is a resource for learning activities.	The classroom is safe, and the furniture arrangement is adjusted to allow for collaborative as well as individual work.
Use of Physical Resources	Does not make materials, supplies, and appropriate technology accessible to students.	Makes materials, supplies, and appropriate technology available to some students.	Makes materials, supplies, and appropriate technology readily accessible for all students.	Exceptional ability to enhance the learning environment through appropriate usage of materials, supplies and technology.
Emotional Well-Being	Structures room with no attention to physical and emotional well being of students and support staff.	Structures room to meet safety code but not emotional well being of students and support staff.	Structures room to promote physical and emotional well being of students and support staff.	Remains consistently cognizant of the classroom environment and makes adaptations to enhance learning for all*
Displays	Student work is not displayed.	Displays some student work. Work may be outdated.	Displays current student work.	Physical environment engages all*students in learning (displays, centers, information on the walls).
	DOMAIN B Es	tablishes a climate that prom	otes fairness and respect	
Teacher Interaction with Students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher. The teacher responds to inappropriate behaviors in a fair and equitable way.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role. The teacher often develops positive behavior programs for students.
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another as individuals and as students.
	DOMAIN C Pron	notes social developmen	t and group responsibili	LY
Management of Instructional Groups	Students not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.

Acceptance and Respect	Recognizes student diversity but does not promote acceptance or respect.	Inconsistently promotes acceptance and respect for different experiences ideas, backgrounds, feelings, and points of view.	Promotes acceptance and respect for different experiences, ideas, backgrounds, feelings, and points of view.	Provides leadership and expertise to students in helping them develop skills to accept and respect for different experiences, ideas, backgrounds, feelings, and points of view.
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ELEMENT	UNSATISFACTORY Rating 1 DOMAIN D Est	NEEDS IMPROVEMENT Rating 2 ablishes and maintains stand	PROFICIENT Rating 3 ards for student behavior	DISTINGUISHED Rating 4
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for some situations, and a few students seem to understand them.	Standards of conduct are clear to most students.	Standards of conduct are clear to all* students and appear to have been developed with student involvement.
Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and proactive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or students' exhibited behavior is entirely appropriate.
Family Involvement	Does not make families aware of standards for student behavior.	Occasionally informs families concerning guidelines for student behavior.	Regularly involves families in student behavior issues that are chronic or severe.	Expertise in involving families in student behavior issues that are chronic or severe.
D	OMAIN E Plans and implem	ents classroom procedures a	nd routines that support stude	ent learning
Supervision of Volunteers and Para- professionals	Volunteers and paraprofessionals have no clearly defined duties or do nothing most of the time.	Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision.	Volunteers and paraprofessionals are productively and independently engaged during most of the classtime.	Volunteers and other paraprofessionals are productively and independently engaged.
Management Of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well with some loss of instructional time.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming shared responsibility for efficient operation.
	DOMA	N F Uses instructional	ime effectively	
Management Of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming shared responsibility for efficient operation.

Instructional Time	Uses instructional time ineffectively.	Engages some students through pacing and adjustment of instructional time.	Engages most students in learning through pacing, adjustment of instructional time, and redirection.	Exhibits exceptional skills engaging all* students in learning through pacing, adjustment of instructional time and redirection.
Material Preparation	Does not have materials prepared in a timely fashion.	Inconsistently prepares materials in a timely fashion.	Prepares materials in a timely fashion.	Shows exceptional skills in planning of materials to assure maximum usage of instructional time.

nments:		
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• Standard 5 •

	2	Assessing Student Le	earning	
Element	UNSATISFACTORY Rating 1	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	<u>DISTINGUISHED</u> Rating 4
	DOMAIN A. Estal	blishes and communicates lea	arning goals for all students	
Value	Goals are not realistic and represent low expectations or no conceptual understanding for students. Goals do not reflect important learning.	Goals are moderately realistic in either their expectations or conceptual understanding for students and importance of learning.	Goals are realistic in their level of expectations, conceptual understanding, importance of learning, and reflect districtadopted standards.	Not only are goals realistic but also the teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and district-adopted standards.
<u>Clarity</u>	Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.	All the goals are clear, written in the form of student learning, and permit viable methods of alternative assessment.
Suitability for Diverse Students	Goals are not suitable for the class.	Some of the goals are suitable for a few students in the class.	The goals are suitable for most students in the class.	Goals accurately take into account the varying learning needs of individual students or groups.
Grading System	Does not use grading system that reflects goals for student learning.	May use grading system that may reflect goals for student learning.	Ensures that grading system reflects some goals for student learning.	Ensures that grading system reflects all goals for student learning.
	DOMAIN B Collects and	uses multiple sources of info	ormation to assess student lea	arning
Congruence with Instructional Goals	Content and methods of assessment lack congruence with instructional goals or rarely assesses students.	The instructional goals are assessed through limited sources of assessment with some methods more suitable to some goals.	The instructional goals are assessed through various methods of assessment to achieve appropriate results.	The proposed approach to assessment is completely congruent with the instructional goals, in both content and process.
	DOMAIN C. Involv	es and guides all students in	assessing their own learning	
Use for Planning	The teacher does not exhibit usage of assessment results for planning purposes.	Teacher uses assessment results to plan minimally for some individuals.	Teacher uses assessment results to plan for individuals and groups of students on a regular basis.	Students are aware of how they are meeting the established standards and participate in planning the next steps. Assessment is integral to the learning process.
Quality: Accurate, Substantive, Constructive, and Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality. Some elements of high quality are present; others are not.	Feedback is consistently high quality.	Feedback is consistently of high quality. Provision is made for students to use feedback in their learning.

Feedback is not provided in a timely manner. Timeliness	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning on a consistent basis.
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Element	UNSATISFACTORY Rating 1	<u>NEEDS</u> <u>IMPROVEMENT</u> <u>Rating 2</u>	PROFICIENT Rating 3	<u>Distinguished</u> Rating 4
	DOMAIN D.	Uses the results of assessmer	nts to guide instruction	
Using Assessment	Does not use informal assessments of student learning to adjust instruction while teaching.	Minimally uses informal assessments of student learning to adjust instruction while teaching.	Uses informal assessments of student learning to adjust instruction while teaching.	Significant expertise is exhibited through informal assessment in adapting instruction to meet student needs.
Assessment Data	Does not use assessment data to plan or re-teach subject-matter content or skills.	Occasionally uses assessment data to plan or re-teach subject-matter content or skills.	Uses assessment data to plan or re-teach subject-matter content or skills.	A high correlation is evident in usage of assessment data to guide instruction.
Students' Individual Needs	Does not use assessment data to meet students' individual needs.	Occasionally uses assessment data to meet students' individual needs.	Uses assessment data to meet students' individual needs.	Strong indications of expertise in correlating student-learning goals with assessment results.
	DOMAIN E. Communicates	with students, families, and c	ther audiences about student	progress
Information About Students Programs	Teacher provides minimal information to parents and students and does not respond or responds insensitively to parent concerns about students.	Teacher makes a minimal effort to adhere to the school's required procedures for communicating to parents and students. Responses to parent concerns are minimal.	Teacher communicates with parents and students about students' progress on a regular basis and is available as needed to respond to parent concerns.	Teacher provides information to parents and students frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity.
	kt, means the student subgroup		ATE, Special education, Englis	sh language learners,

physically impaired, cultu	irally diverse, education	ially disadvantaged.		
Comments:				
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◆ Standard 3 ◆

Understanding and Organizing Subject Matter for Student Learning

ELEMENT	UNSATISFACTORY Rating 1	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	<u>DISTINGUISHED</u> Rating 4	
	DOMAIN A Demonstrate	s knowledge of subject matte	er content and student develo	pment	
Knowledge of Content	Teacher makes content errors or does not correct content errors students make.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge with evidence of continuing pursuit of such knowledge.	
Knowledge of Pre-requisite Relationships	Teacher displays little understanding of prerequisite knowledge important for student learning of the content.	Teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Teacher actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.	
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples and analogies.	Representation of content is inconsistent in quality. some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with students' knowledge and experience. Students contribute to representation of content.	
Social, Emotional, and Physical Development	Lacks understanding of students' social, emotional, and physical development as it relates to subject matter.	Has limited understanding of students' social, emotional, and physical development as it relates to subject matter.	Understands students' social, emotional, and physical development as it relates to subject matter.	Knowledge of students' background and development is consistently reflected in planning and instruction.	
DC	DMAIN B Organizes cur	riculum to support stude	ent understanding of sub	ject matter	
Student Understanding	Does not demonstrate knowledge of student development and subject matter to organize and sequence the curriculum.	Demonstrates some evidence of knowledge of student development and subject matter to organize and sequence the curriculum but does not anticipate student misconceptions.	Uses knowledge of student development and subject matter to organize and sequence the curriculum and anticipates some student misconceptions.	Displays continuing search for best practice and anticipate student misconceptions.	

Grade-Level Expectations, Frameworks, and Standards Rarely incorporates subject or grade-level expectations, curriculum frameworks, and content standards in organizing subject matter. Incorporates limited subject or grade-level expectations, curriculum frameworks, and content standards in organizing subject matter.

Incorporates most subject or grade-level expectations, curriculum frameworks, and content standards in organizing subject matter.

Incorporates all subject or grade-level expectations, curriculum frameworks, and content standards in organizing subject matter.

	F			
ELEMENT	UNSATISFACTORY <u>Rating 1</u>	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	<u>DISTINGUISHED</u> Rating 4
Student Support of Subject Matter Connecting Subject-Matter Areas	Does not help students to relate subject matter concepts to previous learning and their own lives. Does not help students to see the relationships and connections across subject matter areas and to solve problems.	Helps few students to relate subject matter concepts to previous learning and their own lives. Helps few students to see the relationships and connections across subject matter areas and to solve problems.	Helps many students to relate subject matter concepts to previous learning and their own lives. Helps some students to see the relationships and connections across subject matter areas and to solve problems.	Helps all* students to relate subject matter concepts to previous learning and their own lives. Helps all* students to see the relationships and connections across subject matter areas and to solve problems.
Inter- Disciplinary Approach	Rarely implements units and lessons that highlight themes, concepts, and skills within and across subject matter.	Inconsistently implements units and lessons that highlight themes, concepts, and skills within and across subject-matter areas.	Implements units and lessons that highlight themes, concepts, and skills within and across subject matter.	Seamlessly integrates themes, concepts, and skills within and across subject matter.
DOMANICA	evelone student underste	nding through instructio	nal atrategies that are ar	propriete to the arbicat
DOMAIN C BC	verops student understa	matter	nai suategies mat are ap	propriate to the stroject
Using Subject-Matter Knowledge	Rarely uses knowledge of subject matter to help students construct their own knowledge.	Inconsistently uses knowledge of subject matter to help students construct their own knowledge.	Sometimes uses knowledge of subject matter to help students construct their own knowledge.	Uses knowledge of subject matter to help students construct their own knowledge.
Critical Thinking	Does not support students to think critically in each subject area.	Encourages some students to think critically in each subject area.	Challenges most students to think critically in each subject area.	Challenges all* students to think critically in each subject area.
Variety of Instructional Strategies	Does not use a variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject areas.	Uses a limited variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject areas.	Uses a variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject areas within a whole class.	Uses a variety of instructional strategies and approaches tailored to small groups or individual students to illustrate a concept within and across subject areas.
DOMAIN I	D Uses materials, resour	ces and technologies to	make subject matter acc	essible to students
Instructional Materials and Resources	Materials, resources and technologies do not support the instructional goals or engage students in meaningful learning.	Some of the materials, resources and technologies support the instructional goals and engage a few students in meaningful learning.	All materials, resources and technologies support the instructional goals and engage most students in meaningful learning.	All materials, resources and technologies support the instructional goals and engage students in meaning learning. There is evidence of student participation in selecting materials.
Technology	Teacher does not use the computer.	The teacher uses the computer minimally for word processing or grades. Students use the classroom computer on their own but the teacher rarely incorporates the computer into instruction.	The teacher has students use the computer to extend or reinforce specific instruction or subject areas. Students and teacher can comfortably use the computer as a tool or a resource.	The computer is an integral part of the classroom. The teacher and students use it as a resource tool. The teacher uses the computer to extend instruction. Students also use the computer as a presentation tool.

physically impaired, culturally diverse, educationally disadvantaged.
Comments:

	Devel	Standard oping as a Profession		
Element	UNSATISFACTORY Rating 1	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	DISTINGUISHED Rating 4
	DOMAIN F.1. Reflects	on teaching practice and	plans professional deve	<u>lopment</u>
Enhancement of Content Knowledge and Pedagogical Skill	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient or required.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct action research in his classroom.
Reflection	Teacher does not know instructional practices were effective or achieved its goals, or profoundly misjudges the success the practices.	Teacher has a generally accurate impression of the effectiveness of the instructional practices and the extent to which instructional goals were met.	Teacher makes an accurate assessment of the effectiveness of the instructional practice and the extent to which it achieved its goals and can cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of the effectiveness of the instructional practice and the extent to which it achieved its goals, citing specific examples from the practice and weighing the relative strength of each.
Use in Future Teaching	Teacher has no suggestions for how a lesson may be improved another time.	Teacher makes limited suggestions about how a lesson may be improved.	Teacher makes specific suggestions of what he may try another time.	Drawing on an extensive repertoire of skills the teacher offers specific alternative actions, complete with probable successes of different approaches.
	DOMAIN F.2. Establishes p	rofessional goals and pursues	opportunities to grow profe	
Service to the Profession	Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher finds limited ways to contribute to the profession.	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession, such as mentoring new teachers, writing articles for publication, and making presentations.
Participation in School and District Projects	Teacher avoids becoming involved in school and district projects.	Teacher participates on a limited basis in school and district projects when specifically asked.	Teacher volunteers to participate in school and district projects, making a substantial contribution.	Teacher volunteers to participate in school and district projects, making a substantial contribution and assuming a leadership role in major school or district projects.
Professional Goals	Develops superficial goals, with little thought or action in seeking out professional development activities.	Develops inconsistent goals and gives little thought to professional growth activities.	Establishes goals and seeks out opportunities for professional growth and development.	Seeks out opportunities to grow professional and conduct action research in the learning environment.
Teaching and Learning	Rarely uses professional literature and development opportunities to improve teaching and learning.	Occasionally uses professional literature and development opportunities to improve teaching and learning.	Uses professional literature and development opportunities to improve teaching and learning.	Teacher is highly proactive in seeking out and refining approaches to make the curriculum accessible to all* students.

Accessible Curriculum	Rarely seeks out and refines approaches that make the curriculum accessible to every student.	Occasionally seeks out and refines approaches that make the curriculum accessible to every student.	Continues to seek out and refine approaches that make the curriculum accessible to every student.	Teacher assumes a strong leadership role in working with colleagues to develop approaches to teaching and learning that significantly enhance the curriculum for all*
				students.

ELEMENT	UNSATISFACTORY Rating 1	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	<u>DISTINGUISHED</u> Rating 4			
	DOMAIN F.3. Works with communities to improve professional practice						
Resources for Teaching	Teacher is unaware of resources available through the school or district.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district.	In addition to being aware of school and district resources, teacher actively seeks other resource materials to enhance delivery of the program.			
Resources for Students	Teacher is unaware of resources available to assist students who need them.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district and knows how to gain access for students.	In addition to being aware of school and district resources, teacher is aware of and uses additional resources available through the educational realm, community at large, technology information systems, etc.			
	DOMAIN F.4	. Works with families to imp	rove professional practice				
Engagement of Families in the Instructional Program	Teacher makes no attempt to engage families in the instructional program, or such attempts are inappropriate.	Teacher makes modest and inconsistently successful attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that will be supported by their family.			
Background	Ignores families' racial, cultural, linguistic and socioeconomic backgrounds.	Has some understanding of families' racial, cultural, linguistic and socioeconomic backgrounds, and occasionally engages some families as sources of knowledge about student's linguistic and social backgrounds.	Develops an understanding of families' racial, cultural, linguistic and socioeconomic backgrounds, and engages most families as sources of knowledge about students' linguistic and social backgrounds.	Uniquely able to regularly embrace families' racial, cultural, linguistic and socioeconomic backgrounds and utilize it as a means to identify sources of knowledge about all* students' linguistic and social backgrounds.			
Resources	Does not use available resources to communicate with students and families.	At times, uses available resources to communicate with students and families.	Uses available resources to communicate with some students and families.	Uses available resources to communicate with all* students and families.			
	DOMAIN F.5.	Works with colleagues to im	prove professional practice				
Relationships with Colleagues	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains inconsistent relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.			

Decision Making	Teacher makes decisions based on self-serving interests or rarely participates in making decisions.	Teacher's decisions are based on minimal professional considerations, occasionally participates in making and implementing school-wide decisions.	Teacher participates in team, departmental, or school-wide decision making. Decisions are implemented in an appropriate manner.	Teacher takes a leadership role in the collegial team, departmental, or school-wide decision-making and helps ensure that such decisions are implemented and based on the highest professional standards.
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Element	UNSATISFACTORY Rating 1	NEEDS IMPROVEMENT Rating 2	PROFICIENT Rating 3	<u>DISTINGUISHED</u> Rating 4
Collaboration	Rarely collaborates with teachers, administrators, education specialists, and paraprofessionals to meet students' learning needs.	Occasionally collaborates with teachers, administrators, education specialists, and paraprofessionals to meet students' learning needs.	Collaborates with teachers, administrators, education specialists, and paraprofessionals to meet students' learning needs.	Teacher exhibits exceptional leadership on a regular basis in working with administrators, education specialists, and paraprofessionals to meet all* student's learning needs.
Improving Practice	Dialogues and reflects minimally with colleagues to improve practice.	Dialogues in a limited fashion with colleagues to improve practice.	Engages in dialogue and reflection with colleagues to improve practice.	Teacher serves in a leadership role with others in providing support and direction to improve professional practice.

	ne student subgroups found in a classroom, i.e., culturally diverse, educationally disadvantaged.		
Comments:			
Edward Mark Development Company			
Observation	Observation	Observation	
Date	Date	Date	
Evaluator	Evaluator	Evaluator	LE ANGUNE POR CONTRACTOR OF THE PORT OF TH
Teacher	Teacher	Teacher	

APPENDIX F

CERTIFICATED SALARY SCHEDULE

2015-2016 184 DAYS

	Col. A	Col. B	Col. C
Step	BA+30	BA+45	BA+60
1	\$43,837	\$46,266	\$48,825
2	\$45,036	\$47,528	\$50,161
3	\$46,266	\$48,825	\$51,530
4	\$47,528	\$50,161	\$52,939
5	\$48,825	\$51,530	\$54,389
6	\$50,161	\$52,939	\$55,872
7	\$51,530	\$54,389	\$57,404
8	\$52,939	\$55,872	\$58,972
9	\$54,389	\$57,404	\$60,584
10	\$55,872	\$58,972	\$62,241
15	\$57,818	\$61,025	\$64,409
20	\$59,832	\$63,148	\$66,653
25	\$61,913	\$65,350	\$68,979
30			\$71,381

Master's Stipend=\$1,000

15-20-25-30 year "longevity bonus are now steps." Teachers will receive the salary listed at the beginning of the year.

Years served in the District and previous years of experience granted by the District at hiring will count toward all steps.

Add \$1,000 for Master's degree from an institution accredited and approved by a recognized accrediting organization.

\$			
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TOTAL CONTRACT

\$			
J)			

3.00% @ 7/1/15

Board Approved Date: 6/9/15

APPENDIX G

INSURANCE PLANS

HEALTH North Coast Schools' Medical Insurance Group

The following plans are offered (plan details available at the District Office):

- Redwood Family Composite
- Oak Family Composite
- Spruce Family Composite
- Pine Family Composite
- Maple 1 Party, 2 Party or Family

Questions?? Contact:

North Coast Schools' Medical Insurance Group 1-707-445-7126 www.ncsmig.org

DENTAL Guardian Dental

• Plan 8 – Family Composite

Questions?? Contact: North Coast Schools' Medical Insurance Group 1-707-445-7126 www.ncsmig.org

VISION Vision Service Plan (VSP)

• Plan C11 – Family Composite

Questions?? Contact: North Coast Schools' Medical Insurance Group 1-707-445-7126 www.ncsmig.org

LIFE Standard Insurance Company

\$4.16 – Employee \$1.00 – Dependent

Standard Life Insurance Certificate of Coverage posted on District website

SIGNATURE PAGE

MOUNT SHASTA UNION SCHOOL DISTRICT	MOUNT SHASTA ELEMENTARY TEACHERS ASSOCIATION
President, Board of Trustees	President, MSETA
Vice President, Board of Trustees	Bargaining Committee Member
Clerk, Board of Trustees	Bargaining Committee Member
Board Member	
Board Member	
Signed this day of	_, 2016

Surplus Periodicals Sisson School April 27, 2016

Abridged Reader's Guide to Periodical Literature – March 1980-2009 (29 Volumes)

American Heritage 1980-2007

Astronomy 2000-2003

Audubon 1994-2002

Cricket 2001-2004

Code One 1997-2008

Discover: The World of Science 1995-2008

Games 2000-2005

Popular Science 2000-2008

National Geographic 1962-Aug. 2012

School Library Journal 2002-2007

Science News 2001-2008

Spider 2001-2004

Smithsonian 1997-2006

U.S. News & World Report 2002-2010

MOUNT SHASTA UNION SCHOOL DISTRICT/ WEED UNION ELEMENTARY SCHOOL DISTRICT VENDOR AGREEMENT FOR FOOD SERVICE

- 1. WUESD shall prepare/provide lunches which meet the National School Lunch Program meal pattern requirements. Lunches must comply with the nutritional standards for lunches as established by the United States Department of Agriculture (USDA). MSUSD will receive a copy of the Weekly Certification Worksheet from WUESD to verify that all meal pattern requirements are being met.
- 2. WUESD shall maintain all necessary records on the nutritional components and quantities of the lunches delivered to the MSUSD and make said records available for inspection by State and Federal authorities upon request. In the event that State and Federal authorities determine through such records inspection that meal pattern requirements have not been met, MSUSD will not be responsible for the cost of any such meals payable to WUESD.
- 3. MSUSD shall provide the necessary utensils, straws and napkins for MSUSD lunches.
- 4. WUESD shall prepare the lunches at Weed Elementary School. This preparation site shall maintain the appropriate state and local health certifications for the facility.
- 5. The number of lunches prepared by WUESD shall be equal to the number of lunches requested by MSUSD. MSUSD shall notify WUESD of the number of lunches no later than 9:00 a.m. each day. WUESD shall not be obligated to provide any lunches on days when WUESD is not in session.
- 6. MSUSD shall pay WUESD \$2.50 per lunch requested. Milk will be provided by MSUSD for MSUSD lunches. The cost of milk is not included. WUESD has the right to increase the per lunch charge on an annual basis. All increases in the per lunch charge shall be submitted to MSUSD in writing 120 days prior to July 1.
- 7. WUESD shall provide all equipment necessary to transport the lunches. MSUSD shall provide all personnel necessary to receive, serve and supervise the consumption of the lunches at MSUSD.
- 8. MSUSD shall be responsible for transporting the lunches from Weed Elementary School. The pick-up/delivery shall be no later than 11:00 a.m.

- 9. WUESD shall be responsible for the condition or care of said meals until MSUSD accepts delivery/receipt, and MSUSD shall be responsible for maintaining the proper temperature of the lunch components until they are consumed at MSUSD.
- 10. MSUSD shall return to Weed Elementary School any and all property owned by WUESD on a daily basis.
- 11. WUESD shall provide MSUSD no later than one (1) week prior to the end of each month a monthly menu covering the lunches to be served for the following month.
- 12. WUESD shall submit to MSUSD itemized invoices for the lunches prepared by WUESD on the 1st day of each month. MSUSD shall submit payment to WUESD in such form as required by WUESD on or before the 15th day of the following month.
- 13. When requested by MSUSD, WUESD shall provide MSUSD with sack lunches for field trips which meet the National School Lunch Program meal pattern requirements. MSUSD shall notify WUESD at least 36 hours in advance when lunches are required for a field trip. The cost per sack lunch shall remain the same as for the regular lunches.
- 14. The gift or exchange of commodities is not permitted. Until students are served a meal all food remains the property of WUESD. WUESD shall assume all liability for proper use and protection of commodities assigned to it by MSUSD.
- 15. WUESD shall provide to MSUSD annual certification that the WUESD Cafeteria Manager is up to date on all professional standards training.
- 16. WUESD shall indemnify and hold MSUSD and its officers, employees and agents harmless from any and all liability, cost or expense arising out of the performance of the agreement.
- 17. MSUSD and WUESD shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of lunches which meet the National School Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals and nondiscrimination. All records maintained by MSUSD and WUESD shall be open to inspection by proper federal, state and local authorities in accordance with applicable statues and regulations.
- 18. MSUSD will claim reimbursement from the California Department of Education for all meals served to MSUSD students enrolled in the National School Lunch Program. Reimbursement will be claimed at the rate of one lunch per child per day, only for complete meals counted at the point of service, and according to each child's eligibility category.
- 19. MSUSD will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to MSUSD.

- MSUSD will create and update the eligibility roster and provide current lists to the sites as soon as possible after changes occur.
- 20. MSUSD will perform the point of service meal counts. MSUSD will perform the required daily and monthly edit checks. MSUSD will ultimately be responsible for meal count and claiming accountability. MSUSD will perform the verification process. MSUSD will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.
- 21. If WUESD also provides meals to Mount Shasta High School and Jefferson High School, then those meals will be delivered to those high schools by MSUSD pursuant to an agreement between MSUSD and Siskiyou Union School District (hereinafter referred to as SUHSD). Food being served at the named high schools will be monitored by SUHSD from the point of delivery by MSUSD.

The term of this Agreement shall be from July 1, 2016 until June 30, 2019 unless terminated by either party upon 90 days' written notice with cause or by mutual consent. All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, shall be directed to the Food Service Coordinator, MSUSD. This Agreement may be modified by mutual consent of both school boards.

Board Clerk Mount Shasta Union School District (530) 926-6007	Date	
Board Clerk	Date	
Weed Union Elementary School District		
(530) 938-2715		

To: Governing Board Members

Subject: Board Agenda Item # 6.1 Annual Survey Results

Discussion

Background Information: MSE survey results were reviewed during Public Comment at the April Board Meeting. Trustees requested that this item be placed on the Discussion Agenda this month to allow a more thorough presentation/discussion.

Public Comment

Board Discussion

Enclosures: To be provided at the meeting

Fiscal Impact: None

Mount Shasta Union School District

To: Governing Board Members

Subject: Board Agenda Item # 6.2 Additional .5 Technology Coordinator

Discussion

Background Information: Principals Riccomini and Rizzo requested this item be placed on the agenda to allow discussion about the additional .5 Technology Coordinator position for the current year and future technology coordinator needs and ideas.

Public Comment

Board Discussion

Enclosures: None

Fiscal Impact: 1/16 of a teacher salary

To: Governing Board Members

Subject: Board Agenda Item # 7.1 Approve/Ratify Employment Agreement with Superintendent

Action Item

Background Information: The Board has conducted a search process and hopes to have an agreement prepared for the May 10 Board Meeting.

Public Comment

Board Discussion

Enclosure: None, agreement will be provided at the meeting

Fiscal Impact: Significant

Superintendent's recommendation: Approve

To: Governing Board Members

Subject: Board Agenda Item # 7.2 Approve Resolution 15-16-07 Increasing School Facilities (Developer) Fees

Action Item

Background Information: The Board discussed this item at the April Board Meeting. Public Hearings, notices, and resolutions have been provided.

Public Comment

Board Discussion

Enclosure: Resolution

Fiscal Impact: Possible increase to facilities funding

Superintendent's recommendation: Approve

RESOLUTION NO. 15-16-07

INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY GOVERNMENT CODE SECTION 65995 (b) 3

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its February 24, 2016, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to \$3.48 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.56 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of up to \$3.33 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of up to \$0.56 per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.56 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.06 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Mt. Shasta Union Elementary School District as follows:

- 1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled May 10, 2016, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated March 2, 2016, (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.
- 2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
- A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.
- B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
- C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;

- D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;
- E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
- F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
- G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
- H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
- I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
- 3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of up to \$3.33 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of up to \$0.56 per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.56 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.06 per square foot.

- 4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
- A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
- B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
- C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
- 5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
- 6. Implementation. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
- 7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).

8. Commencement Date. The effective date of this Resolution shall be July 9, 2016 which is 60 days following its adoption by the Board.
9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Siskiyou County and to the Planning Commission and City Council of the City of Mount Shasta.
10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.
APPROVED, PASSED and ADOPTED by the Governing Board of the Mt. Shasta Union Elementary School District this 10 th day of May, 2016, by the following vote:
AYES:
NOES:
ABSENT:
ABSTAIN:
Chris Marrone, President, Governing Board Mt. Shasta Union Elementary School District
ATTEST:

Kathi Emerson, Secretary, Governing Board Mt. Shasta Union Elementary School District

Board Adopted: May 10, 2016, Regular Meeting

To: Governing Board Members

Subject: Board Agenda Item # 7.3 Schedule a Public Hearing in June on the proposed budget and LCAP for the 2016-2017 fiscal year

Action Item

Background Information: This is an annually required item. The Public Hearing will take place during the June 14, 2016 Regular Board Meeting.

Public Comment

Board Discussion

Enclosure: None

Fiscal Impact: None

Superintendent's recommendation: Approve

To: Governing Board Members

Subject: Board Agenda Item # 7.4 Approve 2016-2017 Budget Guidelines and Assumptions

Action Item

Background Information: This is an annual item to allow the board to discuss the guidelines and assumptions for developing the budget for the coming school year.

Public Comment

Board Discussion/Action

Enclosure: Budget Guidelines and Assumptions

Fiscal Impact: Significant, defines expenditures

Superintendent's recommendation: Approve

Mount Shasta Union School District

Budget Guidelines and Assumptions 2016-2017

Budget information is based on district 2nd Interim Report and will be revised when state and district budgets are approved June 2016.

Budget revenue for the 2016-2017 school year: \$4,958,452

- Enrollment: 540
- 43% Supplemental Grant Factor
- Forest Reserve federal funding is included 2016-2017 only.

Budget expenses for the 2016-2017 school year: \$5,041,923

- Negotiations are not complete for any employee groups for 2016-2017.
- Includes \$46,966 per year cafeteria encroachment
- Includes STRS and PERS increasing costs to the district

Deficit Spending is assumed in the budget. Additional revenue from 1-time state funding, extension of Forest Reserve Funding, increased enrollment, or other budget improvements could soften the trajectory of declining reserves. If the level of reserves dips below 17% of the District Budget, two months of operating capital, then measures should be taken to reduce costs.

2016-2017 projected Beginning Fund Balance: \$1,122,417

2016-2017 projected Ending Fund Balance: \$1,038,946

Monitor enrollment:

• It is anticipated that enrollment will stabilize. We anticipate average exiting (8th Grade) and entering (Kindergarten) classes and no other changes to enrollment.

All budgetary decisions are based on BP 3000 Business and Noninstructional Operations, the district's vision and mission statement, and core values. The Superintendent will recommend a fiscally sound budget to the Board.

The District's budget will focus on and support the following Aims:

- Maximize student achievement
- Ensure safe, secure, and well maintained schools
- Function with increasing efficiency and effectiveness

Aim I: Maximize Student Achievement

- 0.5 FTE Superintendent
- 2.0 FTE Principals
- 1.0 FTE Counselor
- 23 FTE Regular Classroom Teachers
- 2.0 FTE Resource Specialists
- 2.0 FTE Title 1
- 1.0 Music Teacher
- 1.0 FTE PE Teacher

- 3.75 hour Vocal Music Aide
- 12 TAs: 3.5 hour (including Title 1)
- 4 RSP TAs: 2 at 3.5 hours, 2 at 6 hours
- 1 LVN/TA: 6 hours
- 2.0 FTE School Secretary
- 1.3 Health Clerk
- 6.5 hour Library Media Specialist
- 3.8 hour Library Clerk
- Professional development will support technology and CCSS implementation

Aim II Ensure Safe, Secure and Well Maintained Schools

- TA time to supervise playground, cafeteria and campus
- At MSE budget for 1.5 FTE custodians and 1 FTE maintenance worker
- At Sisson budget for 2.25 FTE custodians and 1 FTE maintenance supervisor
- Budget for .91 FTE bus driver.
- Maintain food service at 2.19 FTE.
- Maintain daycare at .625 FTE. Daycare must be self-supporting.

Aim III Function with Increasing Efficiency and Effectiveness

- Minimum reserve or ending balance of 17%
- Step and column salary increases.
- Teacher supplies as per contract amount of \$800 per teacher.
- Home Independent Study, as needed: self supporting
- Tech Coordinator support
- GATE program

Revised May 4, 2016

To: Governing Board Members

Subject: Board Agenda Item # 8.0 Reports through 10.0 Adjournment

Information Items

- 8.1 Certificated Staff
- 8.2 MSETA
- 8.3 Classified Staff
- 8.4 CSEA
- 8.5 Principal's Report: Mrs. Rizzo
- 8.6 Principal's Report: Mr. Riccomini
- 8.7 Superintendent's Report: Mrs. Emerson
- 9.0 Board Comments
- 10.0 Adjournment

Time: _____

Mount Shasta Union School District

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Sisson School

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5/2/2016

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