

Clovis Unified School District (CUSD)
and
The Association of Clovis Educators / California Teachers Association (ACE/CTA)
Psychologists, Psychologist Interns, and Mental Health Support Providers
Collective Bargaining Agreement
July 1, 2022 – June 30, 2025



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Article 1: Agreement and Recognition

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Clovis Unified School District (“District”) and the Association of Clovis Educators/California Teachers Association/National Education Association (“Association”).
- 1.2 The Agreement is entered into pursuant to Title 1, Division 4, Chapter 10.7, (commencing with section 3540) of the Government Code (“Act”).
- 1.3 The District recognizes the Association as the exclusive representative of School Psychologists, School Psychologists Interns, and Mental Health Support Providers. Lead Psychologists and all other existing job titles are excluded from the bargaining unit.

Article 2: Negotiation Procedures

- 2.1 Not later than the first regularly scheduled February Board meeting in the year this agreement expires, their initial proposal at a public meeting of the Board of Trustees. The proposal will be "Sunshined" under the provisions of Government Code Section 3547. Negotiations on a successor agreement should commence immediately after the Sunshine process is completed.
- 2.2 Negotiations shall take place at mutually agreeable times and places.
- 2.3 The Association will designate any bargaining unit members to participate in the planning and preparations needed to effectively represent the bargaining unit. The designated bargaining unit members shall receive an aggregate of 325 hours for the purpose of lawful Association business without loss of compensation to develop and promote negotiations and impasse proceedings. The parties may mutually agree to additional time for planning and preparation without loss of pay. The Association shall designate up to six bargaining unit members as its negotiating representatives who will participate in bargaining sessions. Requests for use of release time shall be made in writing and filed sufficiently in advance to the appropriate supervisor to avoid disruption of District operations. Absences related to bargaining, whether planning or bargaining, will be entered into the District absence reporting system by the bargaining unit member under a designated code that does not impede their sick or personal necessity time. To avoid disruption of District operations, the bargaining unit member will inform their site/program administrator of their absence and identify an individual, along with their contact information, who is available to respond to emergencies that may arise during the bargaining unit member's absence. The designee will also inform their site/program administrator that they are on-call to respond to emergencies.
- 2.4 Specified unit members may attend designated bargaining sessions to address a specific bargaining topic with advanced approval from the CUSD bargaining team.

Article 3: Association Rights

3.1 Use of Buildings and Facilities

Association may use the District's buildings or facilities for the conduct of lawful Association business upon prior approval by the District and compliance with internal room reservation procedures. The use of District buildings or facilities shall occur at reasonable times and when such a building or facilities are not being used for school purposes.

California Teachers Association (CTA) shall provide the District with proof of liability Insurance In the amount of one million dollars (\$1,000,000) naming the District, its officers, employees, and agents as insureds, providing coverage for any liability that might arise as a result of the Association's use of and activities in and around the District's buildings and facilities. Association shall pay to the District any extraordinary costs incurred by the District related to utilities, security, clean-up, and any unusual wear or damage arising from Association's use of the District's buildings or facilities.

3.2 Distribution of Materials

Association may use the school mailboxes, designated bulletin board spaces and District email systems designated by the District for the purpose of communications to its bargaining unit members. All materials posted or distributed in mailboxes, bulletin boards, or email attachments that are printed and then posted or distributed must contain the date of posting or distribution and the name of the person responsible for the posting or distribution. A copy of the signed communication posted or distributed shall be delivered to the Superintendent or designee at the time it is posted or distributed. All email communication shall comply with the District's Technology User Agreement and Board Policy/Administrative Regulation 4040. Posted and distributed materials will be objective and factual in nature. Derogatory materials shall not be posted. Any such materials posted or distributed shall be subject to immediate removal by the District followed by communication with a bargaining unit member to notify them of the removal.

3.3 Access to Employees

Association representatives shall have the right of access to bargaining unit members and shall not interfere with or interrupt the regular operation of the District or the bargaining unit members' performance of their duties during duty hours. All non-CUSD employee representatives of the Associations shall report to the site or District administrator before visiting the premises of the school or District building. The Superintendent or designee will have access to a current list of all Association representatives.

3.4 Request for Information

The District will furnish the Association with information as is necessary to allow the Association to carry out its function as executive representation. Such information readily available will be provided at no cost to the Association.

3.5 New Member Orientation

When the District's Human Resources Department conducts a new employee orientation meeting for Psychologists, Psychologist Interns, or Mental Health Support Providers, the Association chapter president or designee will be allowed up to (1) one hour of release time to attend. These orientations will normally be held on a monthly basis. During each meeting, the Association will be given (45) forty-

five minutes to present new bargaining unit member employees with information about the Association and the Collective Bargaining Agreement. District administration shall not be present during Association time unless the Association requests specific administrators remain present. The Association shall be notified no less than (10) ten days before upcoming orientation to allow for chapter president or designee to attend.

3.6 Sharing Employee Information to Association

The District shall provide Association with the name, date of hire, job title, work site, full time equivalent (FTE) status, rate of pay, home phone number, and home address of newly hired employees on file with the District, within 30 days of hire or by the first pay period of the month following hire. The District shall provide the foregoing information to the Association for all bargaining unit members at least every 120 days or upon request.

Article 4: Management Rights

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the District to the full extent of the law.
- 4.2 Included in, but not limited to, those duties and powers is the right to:
- 4.3 The District's exercise of powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law and the terms of this agreement.
 - 4.3.1 Determine the legal, operational, geographical, and organizational structure of the District, including the chain-of-command, divisions, and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 - 4.3.2 Determine the financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incidental to the securing of same including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedure, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control, and policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 - 4.3.3 Determine the acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, the personnel, work, service, and activity functions assigned to such properties;
 - 4.3.4 Determine the utilization of personnel not covered by this Agreement and who do not perform the same duties as personnel covered by this agreement, including, but not limited to, substitutes, consultants, confidential, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel;

- 4.3.5 Determine the educational policies, procedures, objectives, goals and programs of the district without diminishing the Association's rights under Gov. Code 3543.2(a)(3) to "consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent those matters are within the discretion of the public school employer under the law."
- 4.3.6 Determine the selection, classification, direction, assignment and reassignment, promotion, evaluation, and discipline and termination of all personnel of the District;
- 4.3.7 Determine the dates, times and hours of operation of District facilities, functions and activities;
- 4.3.8 Determine the safety and security measures for staff, students, the public, property, facilities, vehicles, materials, supplies and equipment, including the various rules with respect to such matters;
- 4.3.9 Ensure the rights and educational opportunities of students;
- 4.3.10 Determine the termination or layoff of unit members, consistent with law, as a result of the exercise of the rights of the District not limited by the clear and explicit language of this Agreement;
- 4.3.11 Determine the kinds and levels of service to be provided and methods and means of providing them;
- 4.3.12 Determine staffing patterns;
- 4.3.13 Determine the number and kinds of personnel required;
- 4.3.14 Maintain the efficiency of District operations;
- 4.4 All other rights of management not expressly limited by the Agreement are also expressly reserved to the District.
- 4.5 The District retains its rights to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency, which include an emergency for the purposes of this Article shall be an act of God, or natural disaster such as, but not limited to, earthquakes, floods, severe fires, or major attack.
- 4.6 Notwithstanding any other provisions, this Agreement shall not constitute a general or specific waiver of any right of the Association or unit members.

Article 5: Staffing Ratios and Workload

5.1 Psychologist Support

- 5.1.1 Support will be provided by a psychologist on special assignment within a reasonable amount of time.
- 5.1.2 A psychologist on special assignment may be requested for support with excessive assessment caseload, time-intensive cases, involvement in due process, leave(s) of absence, and mentoring.

5.2 Staffing Ratios

Staffing ratios will be determined based on District need, site enrollment, special education programing, and funding availability.

- 5.2.1 School Psychologist staffing shall be made in accordance with District Administrative Regulation 4000.5.
- 5.2.2 Mental Health Support Provider staffing shall be made in accordance with District Administrative Regulation 4000.5.
- 5.2.3 The parties shall meet and consult before any changes are made to AR 4000.5.
- 5.2.4 The District retains the right to not fill vacancies if budget does not allow or if qualified staffing is not available.

5.3 District-Wide Assignments

- 5.3.1 Time allocation for district-wide assignments should not conflict with other assignments and should not exceed a 1.0 FTE.

5.4 Part-Time Psychologists

- 5.4.1 Part-time Psychologists will not be removed from their 2022-2023 comprehensive site placement for the 2023-2024 school year only unless a District need takes precedence.

Article 6: Job Duties and Working Conditions

- 6.1 The job duties of all School Psychologists and Mental Health Support Providers shall be consistent with the job descriptions for those positions (Appendix A: Job Descriptions). Any changes to any bargaining unit job description shall be subject to a meet and confer process.
- 6.2 Duties for School Psychologists, including those on special assignments, are outlined in Appendix B: Job Duties and will be reviewed with site administration annually.
- 6.3 School Psychologists and Mental Health Support Providers will work with their site or department administration to request appropriate resources related to the performance of their job duties but shall be provided the following without the need for special request:
 - 6.3.1 Confidential work space including a room with a locked door or locked filing cabinet;
 - 6.3.2 Test kits and associated materials to complete comprehensive and legally defensible psycho-educational evaluation reports will be provided through the Special Education Department

Article 7: Hours of Employment

- 7.1 The work year for School Psychologists and MHSPs shall be 193 days. For the 2022-2023 school year, the work year shall commence on August 8, 2022 and shall end on June 13, 2023. Effective the 2023-2024 school year, psychologists and MHSP will report at least five

duty days prior to the first day of school and will work the same duty days as teachers. Subject to prior approval from the unit member's program specialist and site administrator, the remaining seven (7) duty days will be worked either prior to the mandated start date or after the last school, except with prior approval two (2) days may be worked on non-duty days during the school year.

- 7.2 Full-time unit members will work an eight (8) hour workday and are exempt employees. The start time for unit members assigned to a school site is thirty (30) minutes prior to the beginning of instruction. A thirty (30) minute adjustment to the start time and end time may be made to accommodate scheduled meetings, as needed, with notification to and agreed upon by site administration or program specialist. Unit members not assigned to a school site will work during their department's office hours. Unit members shall have a thirty (30) minute duty free lunch break which is exclusive of their eight (8) hour workday.

Article 8: Assignments

8.1 Assignments

- 8.1.1 Unit members shall be assigned in a manner that equitably distributes highly qualified and experienced unit members, meets the needs of District students, and satisfies staffing requirements. The Superintendent or designee shall assign unit members as necessary due to specific needs of the District. Any adjustments in assignments shall be made in the best interest of students and the educational program.

8.2 Vacancies

- 8.2.1 A vacancy is any job opening which needs to be filled, such as the creation of a new position, a vacated position without intent of return, the result of a voluntary transfer or involuntary transfer.
- 8.2.2 The District shall post an electronic notice of the vacancy on the District employment site noting the posting date and a closing date for filing requests for consideration which shall be at least (5) five working days after the posting date. The vacancy announcement shall include a full job description for the School Psychologist or Mental Health Support Provider position.
- 8.2.3 During the transfer window vacancies will be posted internally only for at least (5) working days. If no internal candidate is selected from the original posting, the job will be reposted internally and externally. The transfer window is the last week of January through June 30 and applies to vacant positions for the following school year.
- 8.2.4 Vacancies occurring during the current school year will be posted internally and externally for five (5) working days.
- 8.2.5 All unit members shall have an equal opportunity to be considered for any position or vacancy in the District. An interview with relevant site personnel (e.g., site administration, Program Specialist, site/program Special Education team, etc.) shall be conducted to determine the best fit for the site/program.

- 8.2.6 When a vacancy cannot be filled, the district shall consider equitable and alternative means (e.g., qualified retirees, or temporary and voluntary Increase of time for part time employees) prior to filling the vacancy via temporary coverage or involuntary transfers (unless a position is reduced or there is a personnel matter).

8.3 Transfers

8.3.1 Voluntary Transfers

- 8.3.1.1 Unit members' voluntary transfer requests may be considered with the input of the principals at the current school and the requested school, and alignment of the unit member's qualifications with needs of students and the school(s).
- 8.3.1.2 Requests of the unit member will be honored to the extent they do not conflict with the requirements and best interests of the district.

8.3.2 Involuntary Transfers

- 8.3.2.1 The District has the right to involuntarily transfer unit members. Involuntary transfers shall not be punitive or disciplinary in nature. Involuntary transfers will be based on the best interest of the sites and programs.
- 8.3.2.2 A notification of involuntary transfer will be given to the unit member as soon as it is known that a transfer is necessary.
- 8.3.2.3 Unit members involuntarily transferred may request a meeting with their program specialist or site principal.
- 8.3.2.4 Unit members involuntarily transferred will be granted up to two (2) duty days for relocation purposes.

8.3.3 Temporary Coverage

- 8.3.3.1 The District has the right to assign unit members to temporarily cover positions that become vacant during the school year and cannot be covered by other means as necessary. The temporary coverage shall not exceed a window of time beyond 60 workdays, unless otherwise agreed upon by the unit member.
- 8.3.3.2 Selection of unit members for temporary coverage should consider retiree contracts, increased time for part-time unit members, unit members without site responsibilities, unit members currently working at the site where coverage is needed and/or unit members with specific expertise for that vacancy, although the decision will ultimately be based on the best interest of the sites and programs.
- 8.3.3.3 A unit member cannot be required to provide temporary coverage beyond a cumulative window of 70 workdays per school year, unless agreed upon by the unit member.
- 8.3.3.4 After adding the temporary coverage, the new assignment for the unit member shall not exceed 1.0 FTE.
- 8.3.3.5 Outside contractual services may be considered for temporary vacancies when needed.

8.4 Part Time Positions

- 8.4.1 A part-time permanent certificated employee may request to be reassigned to a full-time certificated position at the end of a semester or school year. Such a request will be granted only if, and when, there is an appropriate, full-time certificated position available for which the certificated employee is credentialed and qualified. If such a position is not available, the certificated employee will remain in the part-time position until such a vacancy exists.
- 8.4.1.1 Part-time requests will be considered based on District need. The District reserves the right to terminate part-time assignments at the end of the school year and to reassign unit members to a full-time position for the following school year. When a part-time position becomes available, those who have been previously reassigned from a part-time position may apply and will be given an interview.
- 8.4.1.2 When District needs require additional personnel that no existing district-wide position can cover, the following will be considered as it pertains to increasing existing part-time contracts to fulfill district needs:
- 8.4.1.2.1 Existing part-time employees should be asked to voluntarily agree to a temporary increase in contracted time. If no volunteers are willing to increase their contracted time, the least senior (e.g., least time worked in CUSD) employee receives the assignment.
- 8.4.1.2.2 Part-time unit members must complete and adhere to the CUSD Certificated Part-Time Agreement for Psychologists/MHSPs.

8.5 Resolving Disputes

- 8.5.1 Prior to utilizing the grievance process, if a unit member disagrees with a decision regarding an involuntary transfer, they shall notify the immediate supervisor or the decision-maker regarding the assignment change and request a review.

Article 9: Salary

- 9.1 **The Salary Schedules** for Psychologists and MHSPs attached as Appendix C will commence retroactively on July 1, 2022.
- 9.1.1 Unit members employed upon ratification of this agreement will receive the salary adjustment.
- 9.1.2 Each school year all unit members who were in paid status for at least 50% of the school year will advance one step.
- 9.1.3 Each unit member will receive a longevity stipend as listed on the salary schedule at 20 and 25 years of experience, including all relevant contracted experience as a certificated employee.
- 9.1.4 Unit members are eligible for stipends listed on the Psychologist and Mental Health Support Provider Salary Schedule (Appendix C). Changes to stipends on Appendix C are subject to negotiation with the Association. Unit members agree au other

stipends will be paid at the rate approved by the Governing Board (i.e., co-curricular, miscellaneous)

- 9.1.5 For the 2023-2024 school year, unit members will be paid according to the salary schedule indicated in Appendix D.

9.2 Initial Placement of New Hires

- 9.2.1 New hires will be placed on the scale based on all years of prior experience in a similar role, including paid internship.
- 9.2.2 New hire unit members will be granted year for year experience credit provided the employee held a regular California credential or equivalent while acquiring experience outside of Clovis Unified. The unit member's experience under regular contract for a minimum of 50% or equivalent thereof will count as a full year's credit for salary placement.

9.3 Overpayment or Underpayment.

- 9.3.1 In the event the District discovers an overpayment or underpayment within a statutory maximum of 3 years. It shall notify the employee in writing of the amount and the reason it occurred. If the unit member agrees with the overpayment or underpayment notice plan, the unit member shall sign a statement authorizing the deduction(s) or payment(s) and return the overpayment to the District.

Article 10: Health and Wellness

- 10.1 The District agrees to fulfill its obligation to maintain the levels of employee insurance benefits, as provided to other management district employees, on Administrative Management Schedule No. 1 (Ex. 4351). The District and bargaining unit members shall pay the actual cost of providing health and welfare benefits (medical, dental, prescription, vision, and, life for actives only) through a District-sponsored health and welfare plan for all eligible active employees and their eligible dependents.
- 10.2 Eligibility shall be set forth as defined by the District's Board Policy 4154, 4254, 4354.
- 10.3 The funding for the benefits is derived from the funds of the employer and contributions made by covered employees. The District shall contribute to the health, dental, vision, behavioral, and life insurance benefits. Employee premiums as determined annually by the Employee Benefits Committee shall be made through payroll deductions for active employees.
- 10.4 If an agreement on Article 10 is not reached at least 60 days prior to the District's open enrollment process for health benefits, the unit member will be enrolled in the health plan approved by EBC for the upcoming plan year. Full descriptions of current benefits can be found on the following link: <https://www.cusd.com/EmployeeBenefits.aspx>
- 10.5 Bargaining unit members' contributions for the health and welfare benefits listed in this article, shall be determined by the Employee Benefits Committee.
- 10.6 Bargaining unit members shall be eligible for retiree healthcare as defined in Board Policies 4154, 4254, and 4354.

- 10.7 The District will provide notice of the annual open enrollment period to eligible employees.
- 10.8 The District shall provide payroll deductions for tax sheltered annuities approved by the district.
- 10.9 The District shall provide payroll deductions for an IRS Section 125 Plan for employee medical and child care contributions.
- 10.10 The Bargaining Unit agrees to participate on the District's Employee Benefits Committee (EBC).
 - 10.10.1 All Plan Design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition or termination of health plans/providers for all active and retired employees shall be made by the Employee Benefits Committee (EBC), and implemented upon EBC action without the need for further negotiations and/or ratification by the parties.
 - 10.10.2 The ACE Psychologists and Mental Health Support Provider unit will appoint unit member representatives equal to the percentage of benefited unit members as compared to total District benefited employees, (minimum of one) as of June 30th of the prior fiscal year to the Employee Benefits Committee to serve on the committee for the following year. ACE representatives will not suffer a loss of pay for voluntary participation on the Employee Benefits Committee but will not be compensated for time beyond their regular scheduled work hours.
 - 10.10.3 The ACE Psychologists and Mental Health Support Provider unit will appoint one representative to the Standing Benefits Committee (SBC) to serve on the committee for the following year. The ACE representative will not suffer a loss of pay for voluntary participation on the Standing Benefits Committee but will not be compensated for time beyond their regular scheduled work hours.

Article 11: Absences & Leaves of Absence

11.1 Employee Illness

- 11.1.1 Each regular full-time employee of the District shall earn one day of sick leave for each month of service to be used for oneself. Part-time employees shall earn pro-rated sick leave.
- 11.1.2 Sick leave will be pre-allocated at the beginning of the school year, such leave may be taken at any time during the school year.
- 11.1.3 Unused sick leave shall accumulate from year to year.
- 11.1.4 Employees may utilize their sick leave in increments of fifteen (15) minutes.
- 11.1.5 When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties because of illness or accident, the employee is entitled to receive differential pay for up to an additional period of five school months during such absence:

- 11.1.5.1 The differential days are paid at the rate which is the difference between what the unit member would have received during the absence and that which is actually paid a substitute to fill his or her position during his or her absence or, if no substitute is employed, the amount that would have been paid to the substitute had he or she been employed.
- 11.1.5.2 The sick leave, including accumulated sick leave, and the five- month period shall run consecutively.
- 11.1.5.3 Unit members are limited to one five-month period per illness or accident.
- 11.1.5.4 All unit members who exhaust all available sick leave, including accumulated sick leave, and who continue to be absent because of illness or accident for a period beyond the five-month period described in #1, shall be placed on a reemployment list for a period of 24 months if the unit member is probationary and 39 months if the unit member is permanent.
- 11.1.5.5 When the unit member is medically able to return to employment during the respective reemployment periods, the District shall place the unit member in a position for which he/she is credentialed and qualified.
- 11.1.5.6 Verification of absence may be requested by the Superintendent or designee for all unit members.

11.2 Personal Necessity

- 11.2.1 Every employee shall be entitled to use seven (7) days of their paid sick leave allotment during each school year in case of personal necessity.
- 11.2.2 An employee may use Personal Necessity Leave upon prior written notification. Notification of the leave must be provided via email or Personal Necessity Leave form to the immediate supervisor at least three (3) calendar days in advance, except in cases of emergencies.

11.3 Personal Business Absences

- 11.3.1 Personal business is leave without pay. Personal business must be pre-approved by the unit member's supervisor. Personal business may be used but not limited to, the following reasons:
 - 11.3.2 When available paid leave has been exhausted.
 - 11.3.3 Spouse on leave from military deployment as defined in Military and Veterans Code section 395.10.
 - 11.3.4 Participation in School-Related Activities
 - 11.3.4.1 A unit member, who is a parent/guardian or grandparent having custody of one or more children who are enrolled in grades TK-12 or who attend a licensed day care facility, may take up to 40 hours each year, not exceeding eight hours in any calendar month of the year, to participate in activities of the school or licensed child day care facility of his/her children if the employee, prior to taking the time off, gives reasonable notice to the district.

- 11.3.4.2 Upon request by the Superintendent or designee, the unit member shall provide documentation from the school or licensed day care facility on their letterhead that he/she participated in school or licensed day care facility activities on a specific date and at a particular time.
- 11.3.4.3 If both parents of a child are employed at the same work site this leave shall be allowed for the first parent who applies; simultaneous absence by the second parent may be granted by the Superintendent or designee.

11.4 Family Emergency Absence

- 11.4.1 A unit member is entitled to use available sick leave for family emergencies to attend to the illness of a child, parent, or spouse. not to exceed one-half of one year's sick leave allocation at the unit member's accrual rate.
- 11.4.2 A unit member's use of sick leave under this provision shall run concurrently with a unit member's use of personal necessity leave for the illness of a family member.

11.5 Jury Duty

- 11.5.1 An absence shall be granted to any unit member required to serve jury duty in the manner provided by law.
- 11.5.2 Any unit member who is required to serve on a jury will receive full pay for each day's absence.
- 11.5.3 Jury duty is not charged against the unit member's accumulated sick leave.

11.6 Bereavement Absence

- 11.6.1 Unit members are entitled to three days bereavement leave or five days if out of state travel is required, upon the death of any of the following members of the unit member's immediate family: spouse, mother, mother-in-law, father, father-in-law, grandmother or grandfather, grandmother-in-law and grandfather-in-law, son, son-in-law, daughter, daughter-in-law, brother or sister of employee or spouse, grandchild of unit member or spouse, stepparent or stepchild of unit member or spouse, or any relative living in the immediate household of the unit member. Such leave will not be charged against the unit member's accumulated sick leave.
- 11.6.2 Bereavement leave may be extended under personal necessity leave provisions.
- 11.6.3 All unit members are further entitled to one day of bereavement leave for attendance at the funeral of the following second-degree relatives: former spouse, stepsister, stepbrother, foster parent, uncle, aunt, first cousin, niece, or nephew.

11.7 School Business

School business reflects attendance at District meetings, professional development trainings, or conferences and must be pre-approved by the unit member's supervisor.

11.8 Leaves of Absence

- 11.8.1 If a unit member's absence will extend for more than 10 working days, the unit member must notify his/her supervisor and submit a Request for Leave of Absence Form to the Human Resources Department as soon as the absence is known. The Board must approve all long-term leaves of absence. Long-term leaves of absence

are defined as leaves extending beyond 10 working days. The Board may grant, at its discretion, leaves of absence with or without pay for purposes listed below, provided no unit member is deprived of any leave of absence to which he or she is entitled to by law.

- 11.8.2 Military leave with orders.
- 11.8.3 Employee illness.
- 11.8.4 Maternity.
- 11.8.5 Family Medical and Leave Act (FMLA) of 1993 and California Family Rights Act (CFRA) of 1991.
- 11.8.6 Such other reasons as may be prescribed by the Board.
- 11.8.7 At the end of the long-term leave, the unit member shall be reinstated in a similar position as that held at the time the leave was granted, unless otherwise agreed upon. The unit member is not guaranteed the right to return to the same school site or department where he or she was previously assigned.

11.9 Family Medical Leave -

- 11.9.1 An eligible employee shall be entitled to up to 12 work weeks of unpaid leave within a 12-month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Acts (CFRA) ("family medical leave"). The following provisions shall be interpreted in accord with those statutes and their regulations.
- 11.9.2 An employee is eligible if they have been employed by the District for at least 12 months and have provided service at least 1,250 hours over the previous 12 months.
- 11.9.3 Family medical leave shall be available for the following purposes:
 - 11.9.4 Birth of the employee's child;
 - 11.9.5 Placement of a child with the employee for adoption or foster care;
 - 11.9.6 Care for the employee's child, spouse or parent with a serious health condition
 - 11.9.7 The employee's own serious health condition that keeps the employee from performing their job.
- 11.9.8 Family medical leave shall run concurrently with other paid and unpaid leave if reasons for the leave meet the requirements of family medical leave.
- 11.9.9 An employee may substitute other paid leave in place of his or her family medical leave entitlement. The District may require the employee to substitute other paid leave, including sick leave where applicable for the unpaid family medical leave entitlement.
- 11.9.10 An employee may be required to provide medical certification whenever a serious health condition of the employee or their family member is the reason for the leave. Additional opinions, or examinations by District-appointed physicians may be required regarding the employee's serious health condition at the District's expense. In certain circumstances, the employee may be required to provide re-certification of his or her serious health condition (e.g., when the duration and/or need for the leave

is uncertain). Failure to obtain medical certification, when necessary, may delay the granting of the leave request until such certification is provided.

- 11.9.11 Where advance notice is possible, an employee must provide 30 days advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.
- 11.9.12 An employee taking family medical leave will continue to participate in the District provided health plan under the same terms and conditions, including any necessary copayments, which applied prior to the first day of the employee's leave. An employee is required to make premium payments to the same extent made by the employee prior to the leave to maintain his or her health benefits during the leave period. An employee on leave shall be responsible for ensuring ongoing coverage. The District shall not be liable to the employee or to any third party for any lapse in coverage stemming from the employee's failure to timely pay all required premiums.
- 11.9.13 An employee on family leave for his or her own serious health condition is required to provide a fitness-for-duty certificate from his or her physician before he or she will be reinstated to employment and may be required to undergo an examination by a District appointed physician.

11.10 Maternity Leave

- 11.10.1 Any unit member anticipating maternity leave should notify his/her supervisor approximately four months before the expected delivery date. A unit member may continue employment throughout the pregnancy as long as the unit member has the ability to perform required duties.
- 11.10.2 Accumulated sick leave days may be taken by the unit member for pregnancy-related disability when verified by a physician.
- 11.10.3 When the unit member wishes to return, the unit member shall submit a statement from a physician which indicates fitness.

11.11 Parental Leave -

- 11.11.1 Up to a total of 12 work weeks per calendar year as an eligible unit member has sufficient Sick Leave earned. The reasons for the leave are:
 - 11.11.2 Birth of a child of the unit member;
 - 11.11.3 Adoption of a child or placement of foster care child with the unit member;
 - 11.11.4 Bonding with a child
- 11.11.5 Unit members are eligible for maternity or paternity leave benefits pursuant to Education Code 44977.5 which provides, among other benefits, that unit members are eligible for up to 12 weeks of differential leave pay should they run out of sick leave. Unit members shall receive 50% of their regular salary for the remaining portion of the 12 weeks of parental leave.
- 11.11.6 District health insurance contributions are made as provided by applicable provisions of California or Federal laws and regulations for the entire 12-week period.

11.12 Military Leave -

- 11.12.1 Unit members shall be able to take Military Leave from CUSD consistent with Military and Veterans Code section 395.

11.13 Industrial Accident or Illness Leave

- 11.13.1 Allowable industrial accident or illness leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same illness or accident
- 11.13.2 Allowable leave shall not be accumulated from year to year.
- 11.13.3 Industrial Accident or Illness Leave shall commence on the first day of absence.
- 11.13.4 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- 11.13.5 An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Workers Compensation physician certifying the employee's ability to return to their position classification without restrictions or detriment to the employee's physical and emotional well-being.

11.14 Employee Sick Leave Donation -- When a unit member experiences an illness or injury which requires the employee to take time off for a Board approved leave of absence from work for an extended period of time (10 days or more), and the unit member has exhausted all available sick leave and other paid time off, he/she may accept donations of accrued sick leave credits.

- 11.14.1 Upon written notice to the Governing Board (or designee), District employees may donate accrued sick leave credits to the requesting employee. Donations shall be made in hour increments. Donations cannot be made retroactively to cover employee's pay that was previously docked. Donations can be used for the purpose of the designated leave only.
- 11.14.2 To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall be advised to not reduce their accumulated sick leave to fewer than five (5) days.
- 11.14.3 All transfers of eligible leave credit shall be irrevocable.
- 11.14.4 The Superintendent or designee shall ensure that all donations are confidential.
- 11.14.5 The employee who is the recipient of the donated leave credits shall use those credits within twelve (12) consecutive months.
- 11.14.6 An employee who receives paid donated leave shall use any leave credits that he/she continues to accrue on a monthly basis before-receiving paid leave pursuant to this program.

11.15 Reporting Absences

- 11.15.1 Unit members shall report all absences from work (including, but not limited to, illness, school business, family emergency, personal necessity, on-the-job injury, and personal business) online or by telephone in the automated system. Absences may be reported up to 90 days in advance for a planned absence. The automated system does not replace contacting the unit member's supervisor or any other established pre-approval process.

Article 12: Evaluations

- 12.1 The objectives of evaluation are:
 - 12.1.1 To provide a mutual forum of communication regarding the employee's job performance.
 - 12.1.2 To identify, commend, and support effective performance.
 - 12.1.3 To identify areas of performance where improvement is needed.
 - 12.1.4 To assist employees in improving performance in areas of concern.
 - 12.1.5 To notify employees of areas of unsatisfactory performance in an effort to support improvement.
- 12.2 Probationary and temporary unit members shall be evaluated twice each school year. Permanent unit members shall be evaluated every school year.
- 12.3 Evaluators will be site administrators and Program Specialists or Lead Psychologists. Evaluators shall base their evaluation on information that is known to them and/or that can be reasonably verified.
- 12.4 All unit members shall have access to the evaluation form.
- 12.5 The Psychologist or Mental Health Support Provider shall complete a self-appraisal and submit their self-appraisal to the unit member's evaluator(s) to their scheduled evaluation (Appendix E - Self Appraisal). Failure to complete the self-appraisal shall not delay the evaluation process.
- 12.6 Evaluations will be completed using the Psychologist/Mental Health Support Provider Performance Appraisal form attached to this agreement as Appendix F. All evaluations shall be signed by both the evaluator and the unit member. A unit member's signature on the evaluation shall signify they have received and had an opportunity to review the evaluation and not necessarily their agreement with the evaluation.
- 12.7 Evaluation ratings of Growth Expected will result in an Improvement Plan with specific recommendations that align with the evaluation rubric (Appendix G). The Improvement Plan will be discussed at the evaluation conference.
- 12.8 Evaluations must be completed by the evaluator and submitted to the Human Resources Department by December 1 and March 1 for probationary and temporary employees. All evaluations must be completed by the evaluator and submitted to the Human Resources Department by June 1 for permanent employees. All evaluations will include a conference.

- 12.9 Unit members may submit a written response to the evaluation, which will be submitted within ten (10) calendar days of receipt and attached to the evaluation and placed in the unit member's personnel file.
- 12.10 Evaluation ratings and the comments of the evaluator are not subject to the grievance process. Disputes pertaining to the evaluation procedures may be submitted as a grievance.

Article 13: Safety

- 13.1 The District will provide unit members with safe working conditions. Provision of Personal Protective Equipment will be provided as necessary. Flexible clothing may be permitted with prior approval from the appropriate program specialist for specific programs.
- 13.2 The District will provide relevant safety training to unit members. Unit members will be provided dates for relevant safety training and will be excused from their duties to attend.
- 13.3 Unit members may exercise the amount of physical control reasonably necessary to protect themselves, or to ensure the safety of other employees or students.
- 13.4 Every unit member has the responsibility to submit a written report on a District provided form to their supervisor and/or to the District Risk Manager, concerning any unsafe working condition. No unit member shall in any way be discriminated against as a result of such reporting.
- 13.5 The District Risk Manager shall report back to the employee who filed the report as soon as possible, regarding the conclusions and/or recommendations for the unsafe working condition, if any. The provisions for this written statement shall not be deemed to contravene other working review provisions of State law, which are outside the scope of this Agreement.

Article 14: Grievances

14.1 DEFINITIONS

- 14.1.1 A "grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement.
- 14.1.2 A "Grievant" shall mean one or more employees covered by this Agreement.
- 14.1.3 An "Association Representative" shall mean Representative of the Association selected by the grievant to assist the employee in presenting and processing the claimant's grievance.
- 14.1.4 For purposes of this Article, A "day" shall mean any day on which the District Administration office is open for business.
- 14.1.5 "Immediate Supervisor" shall mean the lowest level managerial person who has the authority to resolve the grievance and grant the remedy sought.

14.2 TIME LIMITS

- 14.2.1 At each step of the grievance process, if the District does not respond within the time limits established in this agreement, the grievant may appeal to the next formal step of the process.
- 14.2.2 If the Grievant does not submit a grievance within the time limits established in this agreement, the grievance may be denied on the grounds of timeliness.
- 14.2.3 Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.
- 14.2.4 Since it is important that grievances be processed as rapidly as possible, The time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may however be extended in writing by mutual agreement.
- 14.2.5 Grievances related to safety shall commence at Formal Level 3.

14.3 REPRESENTATION:

- 14.3.1 A grievant may be represented at all stages of the grievance by an Association Representative.
- 14.3.2 The district may include an advisor or assistant at all stages of the grievance.
- 14.3.3 The Association will provide the district with a current list of Representatives.
- 14.3.4 The investigation and processing of grievances and grievance panels will be accomplished during the normal workday. When it is necessary for a representative(s) designated by the Association to investigate a grievance or attend a grievance meeting or panel during the day, they shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or as a witness for a grievance panel will be accorded the same right.

14.4 Informal Level

- 14.4.1 Before filing a formal written grievance, the grievant may seek a resolution by an informal conference with the Program Specialist or site administrator.

14.5 Formal Level 1

- 14.5.1 Within twenty (20) days of the date the grievant could reasonably have known of the occurrence, the grievant must present their grievance in writing on the grievance form to the Program Specialist or site administrator. This District form shall contain a clear and concise statement of the grievance, the circumstances involved, the section(s) of the bargaining agreement allegedly violated, and the specific remedy sought. The Program Specialist or site administrator shall communicate a decision to the employee in writing within fifteen (15) days after receiving the written grievance at Formal Level 1. If the Program Specialist or site administrator does not respond within the time limits, the grievant may appeal to the next level. Within the foregoing time limits, either party may request a personal conference to discuss the grievance.

14.6 Formal Level 2

- 14.6.1 In the event the grievant is not satisfied with the decision at Formal Level I, the grievant may appeal the decision to the appropriate Administrator of Special Education or Assistant Superintendent within fifteen (15) days. This written appeal statement should include a copy of the original grievance, the decision rendered at the previous level, and a clear, concise statement of the reasons for the appeal.
- 14.6.2 The appropriate Administrator of Special Education or Assistant Superintendent shall communicate a decision within fifteen (15) days after receiving the appeal. Either the grievant or the appropriate Administrator of Special Education or Assistant Superintendent may request a personal conference within the foregoing limits to discuss the grievance
- 14.6.3 If the appropriate administrator does not respond within the time limits, the aggrieved party may appeal to the next level.

14.7 Formal Level 3

- 14.7.1 If the grievant is not satisfied with the decision at Formal Level 2, the employee may within fifteen (15) days appeal the decision to the Associate Superintendent or designee. This written appeal statement shall include a copy of the original grievance, the appeals, the decisions rendered at previous levels and a clear concise statement of the reasons for the appeal. The Associate Superintendent or designee shall communicate in writing a decision to the grievant within fifteen (15) days.

14.8 Formal Level 4

- 14.8.1 If the grievant is not satisfied with the Associate Superintendent or designee decision at Formal Level 3, the Association may, within fifteen (15) days, file a written request to the Superintendent that the grievance be scheduled for a Grievance Panel. The Grievance Panel will be convened within thirty (30) working days of receipt of the timely request for a Grievance Panel.
- 14.8.2 The Grievance Panel shall be composed of a mediator from the State Mediation and Conciliation Service, one (1) Union representative and one (1) representative of the District. The representatives from the respective groups (ACE & District) will not have any direct connection with the grievance. In addition, the grievance shall be presented by representatives other than the panel members. The proceedings of the Grievance Panel shall remain confidential.
- 14.8.3 The format of the Grievance Panel Hearing Includes:
 - 14.8.3.1 The parties will be allowed to call witnesses.
 - 14.8.3.2 The parties will be allowed to present evidence.
 - 14.8.3.3 The parties will be allowed to cross-examine witnesses.
 - 14.8.3.4 The Association has the burden of proof and will be the first to present their case in chief.
 - 14.8.3.5 Once the Association has presented their case in chief, the District will present its case in chief.

- 14.8.3.6 There will be no post-hearing briefs from either party.
- 14.8.3.7 The mediator shall be the neutral chair and will resolve any disputes in evidence.
- 14.8.3.8 The grievance panel may ask questions as they believe are needed.
- 14.8.3.9 Technical rules of evidence will not apply.
- 14.8.4 The mediator shall deliver the Grievance Panel's recommendation in writing within 30 days of the day of the hearing and will be presented to the Board at the next regularly scheduled Board meeting. In the event the 30 days fall within ten days or less of the next scheduled board meeting, the written recommendation will be presented to the Board at the next regularly scheduled Board meeting.
- 14.8.5 The recommendation of the panel will be submitted to the Governing Board, which shall, at its next scheduled regular meeting, consider its decision in the matter. The Governing Board, by a majority vote, may accept, reject, or modify the recommendation. If the Board rejects or modifies the panel's recommendation, the Union will receive a written explanation. The decision of the Governing Board shall be final.

14.9 Group Grievance

- 14.9.1 If the grievance involves employees with different Program Specialists or site administrators, the grievance may be filed at Formal Level 2.

14.10 Separate Grievance File

- 14.10.1 All materials concerning an employee's grievance shall be kept in a file, separate from the employee's personnel file, which shall be available for inspection only by the unit member, and those management, supervisory, and confidential employees directly involved in the grievance procedure.

Article 15: Personnel Files

- 15.1 Personnel files of each unit member shall be maintained in the District's Human Resources Department.
- 15.2 Every unit member shall have the right to inspect and obtain copies of materials in their personnel file at reasonable times, provided that the inspection is made at a time when the unit member is not actually required to render service to the District.
- 15.3 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.
- 15.4 Information of a derogatory nature shall not be entered into a unit member's personnel file until the employee is given an opportunity to review and comment on the information. Any written response to the derogatory information shall be attached to the document containing information and shall be placed in the file. Unit members will have ten (10) calendar days after receipt of derogatory information to submit a written response. The time allowed to submit a written response may be reasonably extended based on appropriate

circumstances. Constructive criticism of job performance indicated on the unit member's evaluation or improvement Plan will not be considered derogatory language.

- 15.5 All personnel files shall be kept in confidence and shall be available for inspection to other employees of the District when necessary, in the proper administration of the District's affairs or the supervision of the employee.
- 15.6 All disciplinary material placed in the employee's personnel file must be dated and signed. Bargaining unit members shall sign disciplinary documents acknowledging receipt of the document. Failure on the part of the bargaining member to sign will not prevent the district from placing the disciplinary document in the unit member's personnel file.

Article 16: Professional Development

- 16.1 Each unit member shall be permitted paid release time to attend professional conferences and trainings related to the individual's job duties upon approval from their supervisor and/or department and completed conference request form. All out of state conferences, trainings, and professional development require prior Board Approval. Each unit member shall be entitled to reimbursement for pre-approved professional development activity in accordance with Board Policy/Administrative Regulation 3350.
- 16.2 All submitted requests for approval to attend professional development events will be approved based on relevant need except that unit members who request to attend an event and were denied their request for the same event the previous school year will be prioritized above those who attended the previous year, those who did not request the same event the previous year, and newly hired bargaining unit members.
- 16.3 The district will pay non-membership and membership level fees for unit members to attend pre-approved trainings offered by professional organizations.
- 16.4 The district will pay for any continuing education unit (CEU) fees when offered as part of a pre-approved conference registration for unit members to maintain relevant board certification (e.g., BCBA, NCSP, LCSW, LMFT).
- 16.5 Bargaining unit members will be given an opportunity to submit professional development preferences on the Special Education Climate Assessment Survey by May to plan for the following school year. Results from the professional development preference requests on the Special Education Climate Assessment Survey will be emailed to the bargaining unit by the last day of the school year.

Article 17: Dues Deductions

17.1 Employee Rights

- 17.1.1 The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

17.2 Membership Dues Deduction

- 17.2.1 Any unit member who is a member of the ACE Psychologist and Mental Health Support Providers/CTA, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. The Association will deliver to the District a list of all new members authorizing deductions by the 15th of the first month of deduction. Pursuant to such authorization, the District shall deduct monthly dues from the regular salary check of the unit member for ten (10) months (September- June). ACE will notify the District the amount to be deducted monthly.
- 17.2.2 With respect to all sums deducted by the District pursuant to section 2.1, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made and indicating any changes in personnel from the list previously furnished. It is up to the Association to reconcile the membership list.
- 17.2.3 The Association agrees to furnish promptly any information needed by the District to fulfill the provisions of section 2.2 of this Article, including providing the District a list of unit members who have elected to discontinue membership dues or fees by the 15th of each month.

17.3 Hold Harmless

- 17.3.1 In accordance with Education Code section 45060, the Association agrees to indemnify the District, the Board, and their agents, representatives, or employees, and hold them harmless against any and all claims, demands or lawsuits arising out of deductions made by the District in reliance on information provided by the Association.
- 17.3.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 3.1 shall be or shall not be compromised, resisted, defended, tried, or appealed.

Article 18: Savings Clause

- 18.1 If any provision of the Agreement is held contrary to law by a court having final jurisdiction or invalidated by subsequent legislation, such provision shall be deemed invalid to the extent required by the court decision or legislation. All other provisions of this agreement shall continue in full force and effect.
- 18.2 Such provision upon being deemed invalid shall revert to the authority of the relevant court decision or legislation during the remaining period of the contract or until a new collective bargaining agreement is reached on that invalidated provision.
- 18.3 In the event of such invalidation, upon request of either party within thirty (30) days, the parties agree to meet and negotiate in an effort to reach agreement on a replacement for such provision, insofar as such provision remains within the scope of bargaining.

Article 19: Term of Agreement

- 19.1 The parties agree to a three-year collective bargaining agreement for the term of July 1, 2022 to June 30, 2025.
- 19.2 This agreement shall remain in full force and effect up to and including June 30, 2025.
- 19.3 For the 2023-2024 and 2024-2025 school years, either party may open salary, and health and wellness. Additionally, each party may reopen up to two other articles each in 2023-2024 and up to two other articles each in 2024-2025. Beginning with the 2024-2025 school year, each party must notify the other of its intent to negotiate pursuant to 19.3 no later than January 31 of the prior school year.
- 19.4 If salary and/or health and wellness is agreed to in advance for a given school year, the parties agree there will be no reopeners on those articles for the agreed upon year.

Appendix A: Job Descriptions

CLOVIS UNIFIED SCHOOL DISTRICT POSITION DESCRIPTION

Position:	Psychologist	FLSA:	Exempt
Department/Site:	Special Education/CI&A		
Reports to/Evaluated by:	Program Specialist/Site/Dept Admin.	Salary Schedule:	Psychologist and MHSP Salary Schedule

SUMMARY

Under direction, School Psychologists work to assist students achieve academic, social, and emotional success. Employee provides a program of psychological services to reduce or eliminate variables preventing or interfering with a student's ability to learn.

DISTINGUISHING CAREER FEATURES

School Psychologists collaborate with educators, parents, and other professionals to promote academic, career, and personal/social development of students through the use of psychological principles and techniques. School Psychologists also help to create safe, healthy, and supportive learning environments for students.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Conducts individual evaluations to determine eligibility under Section 504 or IDEA.
- Attends relevant meetings (e.g., SST, IEP, 504) to address student performance.
- Supports student social-emotional development and mental health. Evaluates learning environments.
- Provides psychological counseling for issues interfering with school performance. Works directly with children and their families to support student adjustment and learning.
- Help families and schools manage crises such as death, illness, or community trauma.
- Writes comprehensive psycho-educational evaluations and assists in the development of Individualized Education Plans (IEP), which may include Behavior Intervention Plans.
- Collaborates with teachers, parents, and administrators to find effective solutions to learning and behavior problems. Provides consultation and advisement to administrators, teachers, and parents regarding the general and special educational programs as appropriate. Assists others in understanding child development and how it affects learning and behavior.
- Evaluates the effectiveness of academic and behavior management programs. Identifies and implements programs and strategies to improve schools. Uses evidence-based research to develop and/or recommend effective interventions.
- May supervise, train and evaluate the work of Psychology Intern(s) and/or Practicum Student(s).
- May provide training in learning, child development, and child management to parents, teachers, administrators, and other professionals and paraprofessionals in assigned schools.
- Facilitates coordination, communication and consultation with community agencies as appropriate.
- Serve as a resource for site and district crisis response; conduct risk assessments as needed.

- Provide regular follow up with high-risk students and facilitate meetings for re-entry of students from hospitalization.
- Performs other duties as assigned by the appropriate administrator.

QUALIFICATIONS

Knowledge and Skills:

- Skill in analyzing, identifying, addressing and implementing programs and activities for successfully resolving a multitude of child psychological problems.
- Considerable knowledge of psychological testing procedures and evaluations; considerable knowledge and understanding of Section 504 and Individuals with Disabilities Education Improvement Act.
- Considerable knowledge of available resources and procedures to access resources, in order to meet the special needs and circumstances of students and/or their families.
- Considerable knowledge regarding legal responsibilities of psychological counseling; stays abreast of innovative professional practices in the field; stays abreast of program placement requirements for exceptional programs.
- Skill in clearly communicating information both verbally and in writing.
- Skill in establishing and maintaining effective working relationships with departmental personnel, instructors, students and their families.
- Ability to work independently to carry out assignments to completion.
- Ability to perform duties with a professional and cooperative work ethic; ability to maintain confidentiality.
- Ability to demonstrate respect for and sensitivity to cultural and individual differences.

Physical Abilities: Must have the stamina to work long hours in a demanding environment which often involves emotionally involved issues related to students needs. While performing the duties of this job, the employee is frequently required to stand, walk, and sit. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Eyesight, corrected or uncorrected, sufficient to observe emotional or behavioral signs. Hearing, sufficient with or without use of hearing aid, to hear student requests and understand voice and speech patterns. Physical stamina to sit for extended periods of time and ability to drive a vehicle.

Work Environment: Work is typically within an office and classroom settings.

Education and Experience: Master Degree in Psychology or equivalent; supplemented by one (1) year internship.

Licenses and Certificates: California Pupil Personnel Services credential with School Psychology Authorization. Current California Driver's license.

Position:	Mental Health Support Provider	FLSA:	Exempt
Department/Site:	School Leadership		Appropriate Placement
Reports to/Evaluated by:	Site Administration	Salary Schedule:	Psychologist and MHSP Salary Schedule

SUMMARY

Provide mental health supports including counseling for students, consultation with parents, teachers and staff, training and building a comprehensive system of social-emotional supports to meet the needs of students and families within the school community.

DISTINGUISHING CAREER FEATURES

Receive direction from both the Lead Psychologist and site administrative team in supporting the mental health needs of students and promoting wellness within the school community.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Provide direct mental health services including counseling, consultation, treatment coordination, individual and group intervention, and case management/brokerage for students and families.
- Provide consultative support and training as a subject expert to teachers, administrators, staff, and parents regarding mental health or ensuing behavioral health issues, building resiliency, understanding and fostering wellness and natural support structures.
- Provide information and support to teachers, administrators, and staff regarding classroom environment and school climate responsive to the needs of all students.
- Conduct conflict mediation support to enhance student relations/communication skills.
- Participate in school meetings related to discussion and planning for improvement of individual student needs.
- Provide professional expertise, information, and assistance to site and district administrators regarding assigned functions; participate in the formulation and development of standard operating procedures (SOPs), programs, interventions, and policies as requested.
- Communicate with teachers, administrators, staff, and community organizations to coordinate activities, resolve issues and conflicts, and exchange information.
- Operate a computer, assigned software, and school district data management systems.

Effectively implement social-emotional Multi-Tiered Systems of Support (MTSS).

Provide input and feedback to program and staff evaluations.

- Attend and participate in a variety of meetings, workshops and conferences
- Act as a liaison between students, families, school personnel, and community agencies.
- Provide supervision of interns and practicum students.
- Serve on various site/district committees as related to this position.
- Participate in inter-agency planning and informational meetings as related to this position.
- Collaborate and engage in ongoing outreach with community agencies to support student needs and establish meaningful relationships.
- Develop and implement individual plans with appropriate social-emotional goals and a system for progress monitoring.
- Plan, conduct, and oversee additional mental health services/activities as needed.
- Additional duties as assigned.

QUALIFICATIONS

Knowledge and Skills:

- Laws and ethics applicable to providing mental health support in a public-school setting.
- Knowledge of mental health practices and principles for supporting students, families, groups, and educational support staff.
- Knowledge of mental health issues which interfere with learning.
- Utilization of effective social-emotional and behavioral techniques, strategies, interventions, supports, and services.
- Requires skills to facilitate school-wide change.
- Knowledge of various community agencies and referral resources.
- Diverse populations and culturally sensitive practices.
- An MTSS model for meeting the social- emotional needs of students.

Abilities:

- Ability to work effectively with children, adolescents, and adults, as well as staff from community agencies.
- Visit district sites, community agencies, and other outside organizations (ie. group homes).
- Communicates effectively both verbally and in writing.
- Speaks effectively in public and makes effective presentations.
- Effectively able to interpret and explain programs, reports, and policies.
- Listen effectively to understand and work effectively to exchange information appropriately.
- Follow oral and written instructions with a minimum of direction.
- Work independently and make decisions within the framework of established guidelines.
- Demonstrates confidentiality and discretion.
- Effectively facilitate change efforts to promote student wellness.
- Analyze and determine appropriate methods, and interpret and apply guidelines to establish goals.
- Establish priorities among competing demands and meet deadlines consistently.
- Formulate and implement ERMHS service plans.
- Work effectively as a member of the site and district leadership teams.
- Effectively implement MTSS to meet the social-emotional needs of students.
- Effectively plan, implement, and assess programs and interventions.
- Analyze and resolve challenges with tact and diplomacy.
- Complete required documentation paperwork in an effective and timely fashion.
- Understand and serve effectively in the student advocacy role.
- Establish and maintain accurate records.
- Assist with mentoring, coaching, and training staff.

Physical Abilities: Must have the stamina to work long hours in a demanding environment which often involves emotionally involved issues related to student needs. While performing the duties of this job, the employee is frequently required to stand, walk, and sit. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Eyesight, corrected or uncorrected, sufficient to observe emotional or behavioral signs. Hearing, sufficient with or without use of hearing aid, to hear student requests and understand voice and speech patterns. Physical stamina to sit for extended periods of time and ability to drive a vehicle.

Education and Experience: A Masters Degree (or higher) from an accredited university/college with major coursework in counseling, psychology, education, or a closely related field.

Licenses and Certificates: Current and valid California Pupil Personnel Services (PPS) Credential is required. Possession of a current and valid MFT/LCSW/LPCC/LEP license is preferred.

Working Conditions: School, office, and classroom working environment. Occasional home visits to meet with families of students. Occasional interruptions and crisis situations may occur.

Appendix B: Job Duties

CUSD Elementary School Psychologist Roles

Essential Roles (Base Time Allocation Only)

<ul style="list-style-type: none">• Conduct SpEd and 504 assessments (i.e., initials, tris, special circumstances assessments, etc.) and write legally defensible reports to present at meetings. Assist with response or PWN to initial requests for evaluation.
<ul style="list-style-type: none">• Attend IEP meetings* and input needed information into SEIS
<ul style="list-style-type: none">• Attend relevant 504 meetings* (e.g., those specific to the psych's areas of expertise)
<ul style="list-style-type: none">• Assist with SCIA assessments and report writing
<ul style="list-style-type: none">• Conduct FBAs and write/update behavior plans (e.g., Tier 1 BSP, Tier 2 BSP, and BIPs)
<ul style="list-style-type: none">• Provide legally mandated psych services per IEP or 504; this includes goal writing and progress monitoring
<ul style="list-style-type: none">• SST involvement* (prioritized so psychologist is not required to attend all SSTs)
<ul style="list-style-type: none">• Attend Manifest Determination meetings
<ul style="list-style-type: none">• Suicide risk assessment when possible (it is critical to have others trained at the site in case the psych is not available)
<ul style="list-style-type: none">• Participate in mandatory monthly psychologist meetings and staff development days
<ul style="list-style-type: none">• Attend SpEd team meetings and PreSATs
<ul style="list-style-type: none">• Involvement in general education Intervention team meetings (behavioral and/or academic) to prioritize students in need of T3 support and to consult about more proactive behavioral approaches
<ul style="list-style-type: none">• Tier 3 social-emotional/behavioral support (<i>short-term</i>) and assistance with referrals for community based supports. This could include limited consultation time with teachers, parents, and administrators, as time permits.

** Prioritized attendance for 504s, IEPs, and SSTs so psychologist attends only the most relevant, necessary meetings*

Possible Roles (if time allocation allows - discussion between psych and principal)

<ul style="list-style-type: none">• Attend additional SST meetings
<ul style="list-style-type: none">• Run Tier 2 or 3 psychoeducational groups for students (could be topic specific, skill based, or CSI)
<ul style="list-style-type: none">• Direct involvement, training, or consultation regarding campus wide programs (e.g., PBIS, MTSS, Mind Up Positivity Project, Check In/Check Out, Character Strong, etc.)
<ul style="list-style-type: none">• Additional counseling and behavioral consultation; parent trainings.
<ul style="list-style-type: none">• Additional support with data collection, screenings, intervention design, and progress monitoring of targeted, evidenced based interventions

Considerations and Suggestions

<ul style="list-style-type: none">• Schedule meetings between admin and psychologist at least quarterly to look at the site needs, psych workload, and how to best meet the needs of the site utilizing all resources. Strong communication is key!
<ul style="list-style-type: none">• If the psychologist is only on site for 2 days/week of base time, they will most likely not have time to run groups. Most sites prefer to use other trained facilitators to run CSI groups and have the psych consult with the facilitator if more intense supports are needed.
<ul style="list-style-type: none">• It is critical to have strong systems in place (e.g., MTSS, PBIS, SST, Intervention team, screenings, etc.) to improve student outcomes, appropriately allocate resources, and use service providers most effectively.
<ul style="list-style-type: none">• How the psychologist is utilized will vary greatly based on Title I vs. Non Title I sites and additional site resources (e.g., SRL, counselor, All 4 Youth counseling, amount of Transition team support, etc.).

Appendix C: Salary Schedules (2022-2023)

Steps	1	2	3	4	5	6	7	8
Current Salary Schedule	\$74,080	\$77,783	\$81,673	\$85,756	\$90,044	\$94,547	\$99,273	\$104,237
2022-23 (13.75% increase)	\$84,266	\$88,478	\$92,903	\$97,547	\$102,425	\$107,547	\$112,923	\$118,570
STIPENDS								
School Psychologist Intern	\$29,945.00							
20 Year Longevity Increase	\$2,330.00							
25 Year Longevity Increase	\$6,836.00							
Doctoral Stipend	\$2,390.00							
Bilingual Assessment Consultation Stipend (per Semester)	\$500.00							

Appendix D: Salary Schedules (2023-2024)

Steps	1	2	3	4	5	6	7	8
2022-23 (13.75% increase)	\$84,266	\$88,478	\$92,903	\$97,547	\$102,425	\$107,547	\$112,923	\$118,570
2023-24 (3.5% increase)(or any greater increase received by any other employee group)	\$87,215	\$91,575	\$96,155	\$100,962	\$106,010	\$111,311	\$116,875	\$122,720
STIPENDS								
School Psychologist Intern	\$29,945.00							
20 Year Longevity Increase	\$2,330.00							
25 Year Longevity Increase	\$6,836.00							
Doctoral Stipend	\$2,390.00							
Bilingual Assessment Consultation Stipend (per Semester)	\$500.00							

**Appendix E: Self-Evaluation Form
CLOVIS UNIFIED SCHOOL DISTRICT**

ADMINISTRATIVE MANAGEMENT PERFORMANCE APPRAISAL (SUPPLEMENT)

Self Appraisal

(Employee must complete a Self Appraisal and bring a copy to his/her formal performance appraisal meeting.)

Date:

Performance Appraisal Date:

Time:

Name:

ID#:

Position:

Department/Site:

I believe that my job performance strengths are as follows:

Areas in which I believe I can and should improve my overall job performance and effectiveness are as follows:

My recommendations for improving my position, my site/department, and the school district are as follows:

My position/job interests are as follows:

I have discussed this Self Appraisal with my evaluator during my formal performance appraisal and I understand that, upon my request and signature, this Self Appraisal will be attached to my performance appraisal and placed in my personnel file.

- Please attach this Self Appraisal to my performance appraisal and personnel file.
- Please do not attach this Self Appraisal to my performance appraisal and personnel file.

Employee's

Signature _____ Date _____

Rev. 07.17.18

Appendix F: Evaluation Form	
Clovis Unified School District	
Psychologist/Mental Health Support Provider Performance Appraisal 2022-23	
(Must be completed by the evaluator and submitted to the Human Resources Department by June 1.)	
Date:	
Name:	
ID#:	
Position:	
Department/Site:	
<i>Philosophy: Performance appraisal is a process designed to foster continuous professional improvement.</i>	
Leadership Performance Rating Scale	
1 = Growth Expected 2 = Developing 3 = Effective 4 = Highly Effective Not Applicable (Does not meet standard) (Minimally meets standard) (Successfully meets standards) (Exceeds the standards) (Not relevant to assignment) *Requires an Improvement Plan	
1.0 Data-Based Decision-Making & Evidence-Based Practices	Rating
1.1 Makes use of a problem-solving framework as the basis for all professional activities.	
1.2 Collects and uses assessment data to understand students' needs/challenges on issues regarding pupil progress.	
1.3 Conducts comprehensive and legally defensible assessments to identify students' eligibility for special education and other educational services.	
1.4 Designs, implements, and uses data collection procedures for the evaluation of the effectiveness of school-based interventions and programs.	
1.5 Applies knowledge of evidence-based practices and interventions in the planning and development of existing school-based programs and services.	
2.0 Consultation and Collaboration	Rating
2.1 Uses a consultative problem-solving process as a vehicle for planning, implementing, and evaluating academic and mental health services.	
2.2 Collaborates on the development of systems that promote communication between educational partners, including those with diverse backgrounds.	
2.3 Applies psychological and educational principles and, by using skills in communication, collaboration, and consultation, promotes necessary change.	
3.0 Academic Intervention and Instructional Supports	Rating
3.1 Uses all available assessment information and empirical research on learning and cognitive development to promote student success.	
3.2 Collaborates with other educators, parents, and the community to promote student success.	

4.0 Mental and Behavioral Health Services and Interventions		Rating
4.1 Develops and/or contributes to the timely development of well designed, measurable behavioral and/or academic interventions while accounting for individual differences based on developmental levels, as well as cultural and social influences.		
4.2 Considers the antecedents, consequences, functions, and potential causes of behavioral difficulties that may impede learning or socialization.		
5.0 Schoolwide Practices to Promote Learning		Rating
5.1 Works collaboratively with school staff to enhance and support school-wide practices that promote student achievement		
5.2 Works with other school personnel to develop, implement, and evaluate effective interventions or instructional practices that typically motivate and engage most students within their educational settings.		
6.0 Services to Promote Safe and Supportive Schools		Rating
6.1 Promotes recognition of risk and protective factors.		
6.2 Participates in school crisis teams and provides resources and supports for students in crisis (e.g. STAR meetings, threat assessments, suicide risk assessments, ASIST trainings, etc.)		
6.3 Provides direct counseling, behavioral coaching, and indirect interventions through consultation for students who experience mental health problems.		
6.4 Works to develop evidence-based routines and interventions that create and maintain a safe physical, social, and intellectual environment where student behaviors that interfere with learning are addressed.		
7.0 Family, School, and Community-Communication		Rating
7.1 Communicates with families about student learning, behavior, and wellness; responds promptly and thoughtfully to communications from families.		
7.2 Uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community through effective communication, collaboration and information sharing for parents and diverse audiences.		
7.3 Helps create linkages between schools, families, and community providers, and helps coordinate services when programming.		
8.0 Equitable Practices for Diverse Student Populations		Rating
8.1 Applies understanding of the influence of culture, background, and individual learning characteristics.		
8.2 Utilizes a problem-solving framework for addressing the needs of students with diverse characteristics.		
8.3 Promotes equity and provides culturally competent and effective practices.		
9.0 Legal, Ethical, and Professional Practice		Rating
9.1 Practices in ways, and engages in collaborative relationships, that are consistent with ethical, professional, and legal standards and regulations.		
9.2 Presents relevant findings to educational partners clearly, respectfully, and in sufficient detail that supports improved student learning and/or development.		

9.3 Engages in lifelong learning and professional development requirements.	
9.4 Fulfills professional responsibilities and is punctual and reliable with timelines/record keeping, duties, and assignments.	
Commendations	
Recommendations	
Improvement Plan Required (On receipt of performance appraisal for all performance substandards with a rating of 1)	
Psychologist/Mental Health Support Provider Statement: I acknowledge that this evaluation has been discussed with me, that I have been provided written recommendations where improvement is indicated, and I understand that my signature does not necessarily mean that I agree with this evaluation. I also understand that this evaluation will be placed in my personnel file 10 working days after receipt, and I may submit a statement in writing to be permanently attached to this document.	
Employee's Signature:	Date:
Evaluator's Signature:	Date:
Reviewer's Signature:	Date:
*Standards adopted from California Association for School Psychologists	12.19.22

Appendix G: Evaluation Rubric

**CUSD Rubric:
Evaluation of School Psychologists
&
Mental Health Support Providers**



**SCHOOL PSYCHOLOGIST & MHSP
EVALUATION RUBRIC**

Domain 1: Data-Based Decision-Making & Evidence-Based Practice

School psychologists understand and utilize assessment methods for identifying strengths and needs; for developing effective interventions, services, and programs; and for measuring progress and outcomes within a multi-tiered system of supports. School psychologists use a problem-solving framework as the basis for all professional activities. School psychologists systematically collect data from multiple sources as a foundation for decision-making at the individual, group, and systems levels, and consider ecological factors (e.g., classroom, family, and community characteristics) as a context for assessment and intervention. Examples of professional practices associated with data-based decision-making include the following:

1.1 School psychologists use a problem-solving framework as the basis for all professional activities.

Growth Expected	Developing	Effective	Highly Effective
Does not use a problem-solving framework as the basis for all professional activities. Does not systematically collect data from multiple sources, nor use information and technology resources to enhance data collection and decision-making. Does not consider ecological factors as a context for assessment and intervention in general and special education settings.	Minimally uses a problem-solving framework as the basis for all professional activities. Collects minimal data from sources, inconsistently uses information and technology resources to enhance data collection and decision-making. Minimally considers ecological factors as a context for assessment and intervention in general and special education settings.	Successfully uses a problem-solving framework as the basis for all professional activities. Collects data from multiple sources, using information and technology resources to enhance data collection and decision-making. Considers ecological factors as a context for assessment and intervention in general and special education settings.	Is highly effective in using a problem-solving framework as the basis for all professional activities. Collects data from multiple sources, using information and technology resources to enhance data collection and decision-making at a high level of efficacy. Considers ecological factors as a context for assessment and intervention in general and special education settings.

1.2 School psychologists collect and use assessment data to understand students' needs/challenges on issues regarding pupil progress.

Growth Expected	Developing	Effective	Highly Effective
Does not collect and use assessment data to understand students' needs/challenges and to select and implement evidence-based instructional and mental health services.	Minimally collects and uses assessment data to understand students' needs/challenges and to select and implement evidence-based instructional and mental health services.	Collects and uses assessment data to understand students' needs/challenges and to select and implement evidence-based instructional and mental health services.	Collects and skillfully uses assessment data to understand students' needs/challenges and to effectively select and implement evidence-based instructional and mental health services at a high level of efficacy.

1.3 School psychologists, as part of an interdisciplinary team, conduct comprehensive and legally defensible assessments to identify students' eligibility for special education and other education services.

Does not conduct assessments to identify students' eligibility for special education and other educational services that are comprehensive or legally defensible.	Conducts assessments to identify students' eligibility for special education and other educational services; however, the assessments are not always comprehensive or legally defensible.	Successfully conducts comprehensive and legally defensible assessments to identify students' eligibility for special education and other educational services.	Successfully conducts multidisciplinary evaluations that are legally defensible assessments to identify students' eligibility for special education and other educational services at a high level of efficacy.
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1.4 School psychologists assist with the design, implementation, and data collection procedures for the evaluation of the effectiveness of school-based interventions and programs.

Growth Expected	Developing	Effective	Highly Effective
Does not participate in the design, implementation, and data collection procedures for the evaluation of the effectiveness of school-based interventions and programs. Does not evaluate the effectiveness of their own services.	Minimally participates in the design, implementation, and data collection procedures for the evaluation of the effectiveness of school-based interventions and programs. Minimally evaluates the effectiveness of their own services.	Assists with the design, implementation, and data collection procedures for the evaluation of the effectiveness of school-based interventions and programs. Evaluates the effectiveness of their own services.	Leads the design, implementation, and data collection procedures for the evaluation of the effectiveness of school-based interventions and programs. Frequently evaluates the effectiveness of their own services and effectively makes necessary changes.

1.5 School psychologists apply knowledge of evidence-based practices and interventions in the planning and development of existing school-based programs and services.

Growth Expected	Developing	Effective	Highly Effective
Does not apply knowledge of evidence-based practices and interventions in the planning and development of existing school-based programs and services.	Minimally applies knowledge of evidence-based practices and interventions in the planning and development of existing school-based programs and services.	Applies knowledge of evidence-based practices and interventions in the planning and development of existing school-based programs and services.	Advocates for the implementation of evidence-based practices and interventions to enhance existing school-based programs and services.

Domain 2: Consultation and Collaboration

School psychologists understand varied models and strategies of consultation and collaboration applicable to individuals, families, groups, and systems, as well as methods to promote effective implementation of services. As part of a systematic and comprehensive process of effective decision-making and problem-solving that permeates all aspects of service delivery, school psychologists demonstrate skills to consult, collaborate, and communicate effectively with others. Examples of professional practices associated with consultation and collaboration include the following:

2.1 School psychologists use a consultative problem-solving process as a vehicle for planning, implementing, and evaluating academic and mental health services.

Growth Expected	Developing	Effective	Highly Effective
Does not use a consultative problem-solving process as a vehicle for planning, implementing, and evaluating academic and mental health services.	Minimally uses a consultative problem-solving process as a vehicle for planning, implementing, and evaluating academic and mental health services.	Uses a consultative problem-solving process as a vehicle for planning, implementing, and evaluating academic and mental health services.	Uses a highly skillful consultative problem-solving process as a vehicle for planning, implementing, and evaluating academic and mental health services with a high level of efficacy.

2.2 School psychologists collaborate on the development of systems that promote communication between educational partners, including those with diverse backgrounds.

Growth Expected	Developing	Effective	Highly Effective
Rarely consults and collaborates at the individual, family, group, and systems levels. Rarely facilitates communication and collaboration nor effectively communicates information among diverse school personnel, families, community professionals, and others.	Minimally consults and collaborates at the individual, family, group, and systems levels. Minimally facilitates communication and collaboration and does not effectively communicate information among diverse school personnel, families, community professionals, and others.	Consults and collaborates at the individual, family, group, and systems levels. Facilitates communication and collaboration as well as effectively communicates information among diverse school personnel, families, community professionals, and others.	Through consultation and collaboration is able to develop positive rapport with all educational partners at the systems level. Facilitates communication and collaboration as well as effectively communicates information among diverse school personnel, families, community professionals, and others with a high level of efficacy.

2.3 School psychologists apply psychological and educational principles and, by using skills in communication, collaboration, and consultation to promote necessary change.

Growth Expected	Developing	Effective	Highly Effective
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<p>Does not apply psychological and educational principles nor use skills in communication, collaboration, and consultation to promote necessary change at the individual student, classroom, building, and district levels.</p>	<p>Minimally functions as a change agent, applying psychological and educational principles and by using skills in communication, collaboration, and consultation to promote necessary change at the individual student, classroom, building, and district levels.</p>	<p>Functions as a change agent, applying psychological and educational principles and by using skills in communication, collaboration, and consultation to promote necessary change at the individual student, classroom, building, and district levels.</p>	<p>Is highly effective in creating positive change by applying psychological and educational principles and by using skills in communication, collaboration, and consultation to promote necessary change at the individual student, classroom, building, and district levels.</p>
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Domain 3: Academic Interventions and Instructional Supports

School psychologists understand the biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence-based curricula and instructional strategies. School psychologists, in collaboration with others, use assessment and data collection methods to implement and evaluate services that support academic skill development in children. Examples of direct and indirect services that support the development of cognitive and academic skills include the following:

3.1 School psychologists use all available assessment information and empirical research on learning and cognitive development to promote student success.

Growth Expected	Developing	Effective	Highly Effective
Does not use all available assessment information and empirical research on learning and cognitive development to promote data-based interventions and behavioral, social, and/or emotional strategies to support student achievement.	Inconsistently uses available assessment information and empirical research on learning and cognitive development to promote data-based interventions and behavioral, social, and/or emotional strategies to support student achievement.	Consistently uses all available assessment information and empirical research on learning and cognitive development to promote data-based interventions and behavioral, social, and/or emotional strategies to support student achievement.	Frequently participates in a variety of student centered meetings and consistently uses all available assessment information and empirical research on learning and cognitive development to promote data-based interventions and behavioral, social, and/or emotional strategies to support student achievement with a high level of efficacy.

3.2 School psychologists collaborate with other educators, parents, and the community to promote student success.

Growth Expected	Developing	Effective	Highly Effective
Does not work collaboratively with other educators, parents, and the community to promote principles of learning. Does not develop, implement, and evaluate effective interventions.	Inconsistently works collaboratively with other educators, parents, and the community, to promote principles of learning. Sometimes develops, implements, and evaluates effective interventions.	Collaboratively works with other educators, parents, and the community, as appropriate, to promote principles of learning; and develops, implements, and evaluates effective interventions.	Frequently participates in a variety of student centered meetings and collaboratively works with other educators, parents, and the community, as appropriate, to promote principles of learning; and develops, implements, and evaluates effective interventions with a high level of efficacy.

Domain 4: Mental and Behavioral Health Services and Interventions

School psychologists understand the biological, cultural, developmental, and social influences on mental and behavioral health; behavioral and emotional impacts on learning; and evidence-based strategies to promote social-emotional functioning. School psychologists, in collaboration with others, design, implement, and evaluate services that promote resilience and positive behavior, support socialization and adaptive skills, and enhance mental and behavioral health. Examples of professional practices associated with the development of social-emotional and behavioral skills include the following:

4.1 School psychologists develop and/or contribute to the timely development of well-designed, measurable behavioral, and/or academic interventions while accounting for individual differences based on developmental levels, as well as cultural and social influences.

Growth Expected	Developing	Effective	Highly Effective
Does not demonstrate integrated developmentally appropriate behavioral supports and mental health services with academic and social/emotional learning goals for students.	Inconsistently demonstrates integrated developmentally appropriate behavioral supports and mental health services with academic and social/emotional learning goals for students.	Integrates developmentally appropriate behavioral supports and mental health services with academic and social/emotional learning goals for students.	Leads student centered teams in the implementation of developmentally appropriate behavioral supports and mental health services with academic and social/emotional learning goals for students.

4.2 School psychologists consider the antecedents, consequences, functions, and potential causes of behavioral difficulties that may impede learning or socialization.

Growth Expected	Developing	Effective	Highly Effective
Does not consider the antecedents, consequences, functions, and potential causes of behavioral difficulties that may impede learning or socialization.	Minimally considers the antecedents, functions, consequences, and potential causes of behavioral difficulties that may impede learning or socialization.	Considers the antecedents, functions, consequences, and potential causes of behavioral difficulties that may impede learning or socialization.	Considers the antecedents, functions, consequences, and potential causes of behavioral difficulties that may impede learning or socialization. Utilizes ABC data to develop integrated practices, supports, and strategies.

Domain 5: School-Wide Practices to Promote Learning

School psychologists understand systems' structures, organization, and theory; general and special education programming; implementation science; and evidence-based school-wide practices that promote learning, positive behavior, and mental health. School psychologists, in collaboration with others, develop and implement practices and strategies to create and maintain safe, effective, and supportive learning environments for students and school staff. Professional and leadership practices associated with school-wide promotion of learning include the following:

5.1 School psychologists work collaboratively with school staff to enhance and support school-wide practices that promote student achievement.

Growth Expected	Developing	Effective	Highly Effective
Does not work collaboratively with school staff to enhance and support school-wide practices that promote student achievement.	Inconsistently works collaboratively with school staff to enhance and support school-wide practices that promote student achievement.	Consistently works collaboratively with school staff to enhance and support school-wide practices that promote student achievement.	Leads school staff to enhance and support school-wide practices that promote student achievement.

5.2 School psychologists work with other school personnel to develop, implement, and evaluate effective interventions or instructional practices that typically motivate and engage students within their educational settings.

Growth Expected	Developing	Effective	Highly Effective
Does not promote the development and maintenance of supportive learning environments. Does not evaluate the outcomes of initiatives and does not incorporate strategies to assist students when transitioning between environments.	Inconsistently promotes the development and maintenance of supportive learning environments. Minimally evaluates the outcomes of initiatives, and inconsistently incorporates strategies to assist students when transitioning between environments.	Consistently promotes the development and maintenance of supportive learning environments, evaluates the outcomes of initiatives, and incorporates strategies to assist students when transitioning between environments.	Leads the development and maintenance of supportive learning environments, evaluates the outcomes of initiatives, and incorporates strategies to assist students when transitioning between environments.

Domain 6: Services to Promote Safe and Supportive Schools

School psychologists understand principles and research related to social-emotional well-being, resilience, and risk factors in learning, mental, and behavioral health, services in schools and communities to support multi-tiered prevention and health promotion, and evidence-based strategies for creating safe and supportive schools. School psychologists, in collaboration with others, promote preventive and responsive services that enhance learning, mental and behavioral health, and psychological and physical safety, and implement effective crisis prevention, protection, mitigation, response, and recovery. Examples of effective services to promote safe and supportive schools include the following:

6.1 School psychologists promote recognition of risk and protective factors.

Growth Expected	Developing	Effective	Highly Effective
Does not promote recognition of risk and protective factors that are vital to understanding and addressing systemic problems such as school failure, truancy, dropout, bullying, youth suicide, or school violence, and does not participate in the implementation and evaluation of programs that promote safe and violence-free schools and communities.	Inconsistently promotes recognition of risk and protective factors that are vital to understanding and addressing systemic problems such as school failure, truancy, dropout, bullying, youth suicide, or school violence, and inconsistently participates in the implementation and evaluation of programs that promote safe and violence-free schools and communities.	Promotes recognition of risk and protective factors that are vital to understanding and addressing systemic problems such as school failure, truancy, dropout, bullying, youth suicide, or school violence, and participates in the implementation and evaluation of programs that promote safe and violence-free schools and communities.	Provides meaningful professional development to educational partners that promotes recognition of risk and protective factors that are vital to understanding and addressing systemic problems such as school failure, truancy, dropout, bullying, youth suicide, or school violence, and is a highly effective leader in the implementation and evaluation of programs that promote safe and violence-free schools and communities.

6.2 School psychologists participates in school crisis teams and provides resources and supports for students in crisis (e.g. STAR meetings, threat assessments, suicide risk assessments, ASIST trainings, etc.)

Growth Expected	Developing	Effective	Highly Effective
Does not participate in school crisis teams, use data-based decision-making methods, problem-solving strategies, consultation, collaboration, nor direct services in the context of crisis prevention, preparation, response, and recovery to provide competent mental health support during and after crisis situations.	Inconsistently participates in school crisis teams, uses data-based decision-making methods, problem-solving strategies, consultation, collaboration, or direct services in the context of crisis prevention, preparation, response, and recovery to provide competent mental health support during and after crisis situations.	Participates in school crisis teams, uses data-based decision-making methods, problem-solving strategies, consultation, collaboration, and direct services in the context of crisis prevention, preparation, response, and recovery to provide competent mental health support during and after crisis situations.	Has a leadership role on school crisis teams, uses data-based decision-making methods, problem-solving strategies, consultation, collaboration, and direct services in the context of crisis prevention, preparation, response, and recovery to provide competent mental health support during and after crisis situations.

6.3 School psychologists provide direct counseling, behavioral coaching, and indirect interventions through consultation for students who experience mental health problems.

Growth Expected	Developing	Effective	Highly Effective
Does not provide direct counseling, behavioral coaching, and indirect interventions through consultation for students who experience mental health problems that impair learning and/or socialization.	Inconsistently provides direct counseling, behavioral coaching, and indirect interventions through consultation for students who experience mental health problems that impair learning and/or socialization.	Provides direct counseling, behavioral coaching, and indirect interventions through consultation for students who experience mental health problems that impair learning and/or socialization.	Via direct counseling, behavioral coaching, and direct interventions, the student(s) experiencing mental health problems make significant progress in their personal and daily living functioning.

6.4 School psychologists work to develop evidence-based routines and interventions that create and maintain a safe physical, social, and intellectual environment where student behaviors that interfere with learning are addressed.

Growth Expected	Developing	Effective	Highly Effective
Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Works with others to develop evidence-based routines and interventions that create and maintain a safe physical, social and intellectual environment where students take academic and pro-social risks and most behaviors that interfere with learning are addressed.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.

Domain 7: Family, School, and Community Collaboration

School psychologists understand principles and research related to family systems, strengths, needs, and cultures; evidence-based strategies to support positive family influences on children's learning and mental health; and strategies to develop collaboration between families and schools. School psychologists, in collaboration with others, design, implement, and evaluate services that respond to culture and context. They facilitate family and school partnerships and interactions with community agencies to enhance academic and social-behavioral outcomes for children. Examples of professional practices associated with family, school, and community collaboration include the following:

7.1 School psychologists communicate with families about student learning, behavior, and wellness and respond promptly and thoughtfully to communications from families.

Growth Expected	Developing	Effective	Highly Effective
Does not communicate with families about student learning, behavior, and wellness and/or does not respond promptly or thoughtfully to communications from families.	Inconsistently communicates with families about student learning, behavior, and wellness and/or does not respond promptly or thoughtfully to communications from families.	Communicates with families about student learning, behavior, and wellness and responds promptly and thoughtfully to communications from families.	Communicates with families about student learning, behavior, and wellness and responds promptly and thoughtfully to communications from families. In addition, provides relevant resources and connects families to community based supports.

7.2 School psychologists use a variety of strategies to support families to participate actively and appropriately in the classroom and school community through effective communication, collaboration, and information sharing for parents and diverse audiences.

Growth Expected	Developing	Effective	Highly Effective
Does not use a variety of strategies to support families to participate actively and appropriately in the classroom and school community and uses ineffective communication, collaboration, and information sharing for parents and diverse audiences.	Inconsistently uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community through communication, collaboration, and information sharing for parents and diverse audiences.	Promotes and uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community and uses effective communication, collaboration, and information sharing for parents and diverse audiences.	Strategically develops a variety of strategies to support families with unique needs and circumstances to participate actively and appropriately in the classroom and school community and uses highly effective communication, collaboration, and information sharing for parents and diverse audiences.

7.3 School psychologists help create linkages between schools, families, and community providers, and help to coordinate services when programming.

Growth Expected	Developing	Effective	Highly Effective
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<p>Does not help create linkages between schools, families, and community providers, nor help coordinate services when programming for children involves multiple agencies, nor advocate and support parents' involvement in school activities to address individual students' needs.</p>	<p>Inconsistently creates linkages between schools, families, and community providers.</p> <p>Inconsistently helps coordinate services when programming for children involves multiple agencies. Inconsistently advocates and supports parents' involvement in school activities to address individual students' needs.</p>	<p>Helps create linkages between schools, families, and community providers, helps coordinate services when programming for children involves multiple agencies, and advocates and supports parents' involvement in school activities to address individual students' needs.</p>	<p>Is a successful leader in creating linkages between schools, families, and community providers, helps coordinate services when programming for children involves multiple agencies, and advocates and supports parents' involvement in school activities to address individual students' needs.</p>
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Domain 8: Equitable Practices for Diverse Student Populations

School psychologists have knowledge of, and inherent respect for, individual differences, abilities, disabilities, and other diverse characteristics and the effects they have on development and learning. They also understand principles and research related to diversity in children, families, schools, and communities, including factors related to child development, religion, culture and cultural identity, race, sexual orientation, gender identity and expression, socioeconomic status, and other variables. School psychologists implement evidence-based strategies to enhance services in both general and special education and to address potential influences related to diversity. School psychologists demonstrate skills to provide professional services that promote effective functioning for individuals, families, and schools with diverse characteristics, cultures, and backgrounds through an ecological lens across multiple contexts. School psychologists recognize that equitable practices for diverse student populations, respect for diversity in development and learning, and advocacy for social justice are foundational to effective service delivery. While equality ensures that all children have the same access to general and special educational opportunities, equity ensures that each student receives what they need to benefit from these opportunities. Examples of professional practices that respect diversity and promote equity include the following:

8.1 School psychologists apply understanding of the influence of culture, background, and individual learning characteristics.

Growth Expected	Developing	Effective	Highly Effective
Does not apply understanding of the influence of culture, background, and individual learning characteristics.	Inconsistently applies understanding of the influence of culture, background, and individual learning characteristics.	Consistently applies understanding of the influence of culture, background, and individual learning characteristics.	Demonstrates high level of experience and knowledge in applying and understanding of the influence of culture, background, and individual learning characteristics.

8.2 School psychologists utilize a problem-solving framework for addressing the needs of students with diverse characteristics.

Growth Expected	Developing	Effective	Highly Effective
Does not utilize a problem-solving framework for addressing the needs of students with diverse characteristics.	Inconsistently utilizes a problem-solving framework for addressing the needs of students with diverse characteristics.	Consistently utilizes an effective problem-solving framework for addressing the needs of students with diverse characteristics.	Demonstrates highly effective skill in utilizing an effective problem-solving framework for addressing the needs of students with diverse characteristics.

8.3 School psychologists promote equity and provide culturally competent, effective practices in all areas of school psychology service delivery.

Growth Expected	Developing	Effective	Highly Effective
Does not promote equity nor provide culturally competent, effective practices in all areas of school psychology service delivery.	Inconsistently promotes equity and inconsistently provides culturally competent, effective practices in all areas of school psychology service delivery.	Consistently promotes equity; consistently provides culturally competent and effective practices in all areas of school psychology service delivery.	Is a leader in promoting equity; consistently provides culturally competent and effective practices in all areas of school psychology service delivery.

			delivery and promotes change when needed.
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Domain 9: Legal, Ethical, and Professional Practice

School psychologists have knowledge of the history and foundations of school psychology; multiple service models and methods; ethical, legal, and professional standards; and other factors related to professional identity and effective practice as school psychologists. School psychologists provide services consistent with ethical, legal, and professional standards; engage in responsive ethical and professional decision-making; collaborate with other professionals; and apply professional work characteristics needed for effective practice as school psychologists, including effective interpersonal skills, responsibility, adaptability, initiative, dependability, technological competence, advocacy skills, respect for human diversity, and a commitment to social justice and equity. Examples of legal, ethical, and professional practice include the following:

9.1 School Psychologists practice and engage in collaborative relationships that are consistent with ethical, professional, and legal standards and regulations.

Growth Expected	Developing	Effective	Highly Effective
Does not practice nor engage in collaborative relationships that are consistent with ethical, professional, and legal standards and regulations, nor use supervision and mentoring for effective practice.	Inconsistent in practicing and engaging in collaborative relationships that are consistent with ethical, professional, and legal standards and regulations, and in using supervision and mentoring for effective practice.	Practices and engages in collaborative relationships that are consistent with ethical, professional, and legal standards and regulations, and uses supervision and mentoring for effective practice.	Establishes and engages in collaborative relationships that are consistent with ethical, professional, and legal standards and regulations, and uses supervision and mentoring for effective practice.

9.2 School psychologists present relevant findings to educational partners clearly, respectfully, and in sufficient detail that supports improved student learning and/or development.

Growth Expected	Developing	Effective	Highly Effective
Does not present relevant findings to educational partners clearly, respectfully, and in sufficient detail that supports improved student learning and/or development.	Inconsistently presents relevant findings to educational partners clearly, respectfully, and in sufficient detail that supports improved student learning and/or development.	Presents relevant findings to educational partners clearly, respectfully, and in sufficient detail that supports improved student learning and/or development.	Tailors their presentation of relevant findings to meet the specific needs of educational partners. Communicates clearly, respectfully, and with attention to detail that supports improved student learning and/or development.

9.3 School psychologists engage in lifelong learning and professional development.

Growth Expected	Developing	Effective	Highly Effective
Does not engage in lifelong learning and professional development.	Is not consistent with engaging in lifelong learning and professional development.	Engages in lifelong learning and professional development.	Provides and leads effective and engaging professional development for educational partners in addition to their own lifelong learning.

9.4 School psychologists fulfill professional responsibilities and are punctual and reliable with timelines/record keeping, duties, and assignments.

Growth Expected	Developing	Effective	Highly Effective
Frequently misses or is late to assignments, makes errors in records/record keeping, and/or misses paperwork deadlines; frequently late.	Occasionally misses or is late on assignments, completes work late, and/or makes errors in records/record keeping.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork/record keeping, duties, and assignments.	Consistently fulfills all professional responsibilities to high standards (punctual and reliable with paperwork/record keeping, duties, and assignments) Mentors and supports others to fulfill professional responsibilities.

Appendix H: AR 4000.2

AR 4000.5 School Psychologist & MHSP Allocated FTE		
PSYCHOLOGIST ELEMENTARY	SITE/PROGRAM	ALLOCATED FTE
Base Time	Tier 1 (600 and below)	0.4
	Tier 2 (601-700)	0.5
	Tier 3 (701-800)	0.6
	Tier 4 (801-900)	0.7
	Tier 5 (901+)	0.8
	Title I	0.2
Program Time	Additional RSP (>1.0)	0.2
	FLS	0.1
	SD	0.1
	Autism	0.2
	EIP	0.3
	PALS (AM/PM)	0.3
	SDC Preschool (AM/PM)	0.2

PSYCHOLOGIST INTERMEDIATE	SITE/PROGRAM	ALLOCATED FTE
Base Time	Tier 1 (1,000-1,200)	0.7
	Tier 2 (1,200-1,400)	0.8
	Tier 3 (1,400+)	0.9
Program Time	Additional RSP (>2.0)	0.1
	FLS	0.1
	SD	0.1
	Autism	0.2
	IIP	0.2

PSYCHOLOGIST HIGH SCHOOL	SITE/PROGRAM	ALLOCATED FTE
Base Time	Tier 1 (2,000-2,600)	1.0
	Tier 2 (2,600+)	1.2
Program Time	Additional RSP (>4.0)	0.1

	FLS	0.1
	SD	0.1
	Autism	0.2
	AIP	0.2

MENTAL HEALTH SUPPORT PROVIDER	ALLOCATED FTE
Elementary	0
Intermediate	0.4
High School	0.6
Alternative Education	1.0

Alt Ed/District Wide	
Alternative Education (Gateway/CCDS)	2.0
NPS/RTC	0.6
Adult Transition Program	1.4
Therapeutic Intervention Program	1.2
PALS Consultation	0.4
CART	0.2
Psychologists on Special Assignment (positions filled when no site vacancies exist)	3.0

SELF FUNDED (As funding available)	
Clovis Online	0.6
CITI Kids	2.0
Child Development	1.0

WELLNESS (As funding available)	
Behavior Consultation Team	1.6
PBIS/School Climate Transformation Grant	1.2

