

ANDERSON VALLEY UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES

**MASTER AGREEMENT**

BETWEEN THE

ANDERSON VALLEY UNIFIED SCHOOL DISTRICT

AND

ANDERSON VALLEY TEACHERS' ASSOCIATION

ANDERSON VALLEY UNIFIED SCHOOL DISTRICT/  
ANDERSON VALLEY TEACHERS ASSOCIATION

MASTER AGREEMENT

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## AGREEMENT

This AGREEMENT, hereinafter referred to as the “Agreement,” entered into this 11th day of October, 2016, by and between the Anderson Valley Unified School District, hereinafter referred to as the “District,” and the Anderson Valley Teacher’s Association/California Teachers Association/National Education Association, hereinafter referred to as the “Association.”

The term “Agreement” as used herein means the written agreement provided under Section 3540.1 (h) of the Government Code. All terms and conditions remain the same with the exception of those noted.

ARTICLE I  
RECOGNITION

- A. The District recognizes the Association as the exclusive representative for employees in the Certificated Unit.
- B. The certificated employee unit will include: Regular full-time, part-time, itinerant, categorical, psychologist/counselor, special education teachers, teacher-in-charge, temporary teachers, and adult education teachers.
- C. This Agreement applies only to employees in the above described representation unit.

## ARTICLE II

### DISTRICT RIGHTS

- A. All District's rights and functions, including its power and authority to direct, manage and control the operation of this District, shall remain vested with the District except as specifically and expressly abridged by this Agreement.
- B. The District shall make rules and regulations pertaining to employees consistent with the Agreement.
- C. In the event of an emergency, the District shall have the right to rescind any portion of this Agreement, after meeting with representative(s) of the certificated unit and explaining and delineating the causes of the emergency and continue the process of good faith collective bargaining. The determination that an emergency exists is excluded from the provisions of Article IV - Grievances. An "emergency" includes, but is not limited to, such events as a national disaster or war. During an extended emergency, the District and the Association agree to cooperate in order to facilitate the operations of the District. Emergencies are temporary and once ended, any portion of the contract which has been rescinded shall be reinstated.

## ARTICLE III

## EMPLOYEE RIGHTS

- A. Employees shall have the right to become members of and participate in legitimate activities of employee organizations. Conversely, employees shall have the right not to become members of, nor participate in, such organizational activities.
- B. Agency Shop - Professional Dues and Payroll
1. Any unit member who is a member of the AVTA/CTA/NEA or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessment of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit members, each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the year.
  2. Any unit member who is not a member of AVTA/CTA/NEA or who does not make application for membership within thirty (30) days of effective date of this Agreement or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay the Association a fee in an amount equal to unified dues, initiation fees, and general assessments, payable in one lump sum cash payment or payment consistent with the payroll provisions of Paragraph #1 above. In the event that a unit member shall not pay such fees directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Ed. Code Section 45061, and in the same manner as set forth in Paragraph #1 above, set forth in this article. There shall be no charge to the Association for such mandatory Agency Fee deductions.
  3. Unit Members Having Religious or Philosophical Objections to Joining AVTA/CTA/NEA.
    - a. Any unit member who has philosophical objections or who is a member of a religious body whose traditional tenets or teachings

include objections to joining or financially supporting employee organizations shall not be required to join or financial support the AVTA/CTA/NEA; except that such unit member shall pay in lieu of a service fee a sum equal to such service fee to one of the following non-religious, non-labor organizations or charitable funds exempted from taxation under Section 501 (c (3) of Title 26 of the Internal Revenue Code:

1. The Foundation for Assistance of California Teachers
2. The Anderson Valley High School Scholarship Fund
3. The United Way Fund of Mendocino County

Such payment shall be made on the same day as cash dues fee of each school year.

- b. Proof of payment and written objection shall be presented to the Association President, pursuant to Paragraphs 1 and 2 above. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of service fee has been made. The Association shall have the right of inspection in order to review proof of payment.
  - c. Any unit member making payments as set forth in Paragraphs 3a and 3b above, and who requests the grievance or arbitration provisions of this Agreement in his/her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.
  - d. Such unit members shall forgo the right to participate in any Association activities.
4. With respect to all sums deducted by the District pursuant to Paragraphs 1 and 2 above, whether for membership dues or agency fee, the District agrees to promptly remit such sums to the Association, and indicating any changes in personnel on the list previously furnished.
  5. The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

6. The Association agrees to pay the reasonable costs, including attorney's fees, of defending or initiating action to enforce this provision and to indemnify the District in respect to the deductions herein required or any actions challenging enforcement of those provisions. The District shall not settle or compromise any claim without prior consultation of the Association.
7. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in the dismissal of any certificated employee pursuant to the agency fee provisions of this Agreement.
8. The Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

#### C. Personnel Files

##### 1. Placement of Materials

When any material that may serve as a basis for affecting the status of an employee is going to be placed in an employee's personnel file, the employee will be given a copy. The material will have a declaration attached that it is going to be placed in their personnel file and that the employee has a right to respond to the material within ten days and that response will be attached to the material. Hearsay or evidence not verifiable by an administrator will not be admissible. Public complaints will be processed through the District's complaint procedure.

##### 2. Who places material in the file

Material will be placed in the personnel files by an administrator or designee.

##### 3. Access to file

Employees have a right to view their files during the working hours if it is in regard to material recently placed in their file. Other access to their file should be arranged at a time when it does not interfere with their



work responsibilities. They should speak to a district office staff person and the file may be examined in the office.

All personnel files are confidential and shall be available only to the employee, persons authorized in writing by the employee, the superintendent and those agents of the district authorized by the superintendent. The governing board has access to the personnel files and may in its official capacity review any file.

A log of access, attached to the file, will be kept by the district office.

ARTICLE IV  
ASSOCIATION RIGHTS

- A. Mail Facilities - The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the employer.
- B. Bulletin Boards - The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building areas frequented by unit members.
- C. Use of Buildings - The Association shall have the right to use school facilities for Association activities provided that such use does not interfere with District operations, is scheduled in advance with administration and is consistent with the Civic Center Act.

## ARTICLE V

## WORK YEAR

- A. The required work year for all full-time unit members other than counselors for the term of this contract shall be 187 days. Seven of those days shall be days without students. The seven non-student days shall be reserved for the following activities:
1. Three days shall be for District-scheduled meetings and staff development. These days may occur before the first day of school or at any point during the school year during non-student days, as decided by the Calendar Committee and Administration.
  2. Two days shall be reserved in their entirety for teacher preparation, to be organized at the teacher's discretion and shall occur prior to the first day of school.
  3. One day shall be for site meetings and collegial planning time, including but not limited to department meetings and grade-level meetings. This day shall occur prior to the first day of school. The schedule for the day shall be decided collaboratively by administration and staff at each site.
  4. One day shall be scheduled for the last day of the school calendar and shall be 50% site meetings and 50% teacher work time.
- B. The school calendar will be developed each year by a committee formed by the Superintendent, or designee. The committee may include two AVTA members (appointed by AVTA, one from each site)-and two administrators.
1. The calendar will specify:
    - a. beginning and ending dates of school year;
    - b. placement of in-service or staff development days;
    - c. placement of discretionary holidays;
    - d. placement of minimum days;

e. Term dates.

2. The calendar committee will submit the recommended calendar for consideration through the Superintendent to the Board. The recommendation shall be taken to the Board on or before the regular January meeting of the Board. The Board will take action on the recommended calendar by the end of February. Should the Board not approve the recommended calendar, they will report back to the committee, which will submit a revised recommendation by the regular meeting of the Board in March.
3. Every effort will be made by the school board to approve the final calendar at the March board meeting.

C. Work Year for Counselors – for 2016-17 only

The required work year shall be 195 days to include 15 days beyond the student instructional calendar of 180 days. The fifteen additional days will be contiguous to the 180 days of instruction and scheduled by administration using the following guidelines:

1. Up to four (4) 4 days will be involved in and/or providing staff development for other certificated staff of District;
2. Five (5) or more days will be scheduled after student instruction ends for student related issues, scheduling, testing, and summer school planning;
3. Six (6) or more days will be scheduled prior to the start of the school year for scheduling, testing, and other student-related issues.

The District shall develop a separate salary schedule for the Counselor position that is based on the Teacher schedule but reflects the longer work year. Parties shall meet and determine whether to continue the 195 day work year on an ongoing basis by May 2017.

## ARTICLE VI

### HOURS OF EMPLOYMENT

#### 6.1 General Workday

6.1.1 The regular work day for unit members shall be 7.5 hours, inclusive of a minimum thirty (30) minute duty-free lunch period.

6.1.1.1 Employees may leave prior to the end of the 7.5 hour workday with the prior notice to and approval of the site administrator. Upon departure, the unit member shall notify the site office.

#### 6.2 Teacher Work Day

##### 6.2.1 Transitional-Kindergarten through 6th Grade (Elementary)

6.2.1.1 The work day for elementary shall be from 8:00 a.m. to 3:30 p.m.

6.2.1.2 One (1) duty-free preparation period of at least thirty (30) consecutive minutes will be assigned to teachers daily. Preparation time is to be used at the discretion of the teacher for work purposes unless otherwise approved in advance by the site administrator. The District may at any time request a teacher to perform duties related to his/her assignment, and the teacher may choose to use her/his preparation time or arrange a time to fulfill the request at a time fitting his/her schedule. The District may require a teacher to perform duties other than activities related to her/his teaching assignment during a preparation period provided such is limited to emergency situations as deemed necessary by the District. Teaching or substituting during a unit member's preparation period shall be voluntary except where no substitute is available and the District has exhausted the use of administrators and the reassignment of itinerant teachers (such qualifies as an emergency). Compensation for teaching or substituting during a unit member's preparation period shall be at unit member's hourly rate of pay.

6.2.1.2.1 Teachers of combo classes shall receive a \$1,500 stipend per year. A combo class is defined as classroom which houses students from two or more distinct grade levels with distinct curriculum, with the exception of Special Education and Resource classrooms.

## 6.2.2 Junior High School and High School (Secondary)

6.2.2.1 The work day for secondary shall be from 8:00 a.m. to 3:30 p.m.

6.2.2.1.1 Beginning with the 2015-2016 school year the weekly bell schedule at the Junior High/High School is to be mutually agreed upon by the AVTA and the Administration (See Exhibit K) by June 30 of the preceding school year. In developing the bell schedule, the parties will give strong consideration to instructional needs, student safety and equivalent preparation time. After the 2015-16 school year if no agreement is reached by June 30, the prior year's schedule shall remain in effect.

6.2.2.1.2 The schedule follows an alternating "block schedule" in which three days of the week are "regular" days when all classes meet once during the day. Two days per week shall be "block schedule" days, in which the classes meet once during the two-day period. Over the two-day period, each teacher shall be granted at least one preparation period.

6.2.2.1.3 In the event that a school day must be shortened, consideration shall be given to equalize all of the instructional/preparation periods.

6.2.2.1.4 No complete block schedule or other changes to the number of periods of days of block scheduling shall be instituted without being mutually agreed to and negotiated by the District and AVTA.

6.2.2.2 One (1) preparation period equivalent in length of time to one (1) of the instructional periods during a 7 period day (minimum

of 50 minutes) at the school will be assigned to teachers on those 7-period days. Preparation time equivalent to one block-scheduled period (as per the schedule agreed upon in 6.2.2.1.1 and 6.2.2.1.2) shall occur within the two block period days. Preparation time is to be used at the discretion of the teacher. The District may at any time request a teacher to perform duties related to his/her assignment, and the teacher may choose to use her/his preparation time or arrange a time to fulfill the request at a time fitting his/her schedule. The District may require a teacher to perform duties other than activities related to her/his teaching assignment during a preparation period provided such is limited to emergency situations; emergencies shall be limited to immediate and unforeseen situations. Otherwise, teaching or substituting during a unit member's preparation period shall be voluntary except where no substitute is available and the District has exhausted the use of administrators and the reassignment of itinerant teachers (such qualifies as an emergency). Compensation for teaching or substituting during a unit member's preparation period shall be at unit member's hourly rate of pay.

- 6.2.2.2.1 No teacher shall be assigned more than four distinct classes for which he/she would be required to prepare (i.e.: Algebra 1, Algebra 2, Geometry, Calculus). By mutual agreement, a teacher may take on additional preparations above four (4) up to a maximum of six (6) along with a \$1,500 stipend per additional prep. Teachers of College Board approved AP courses will receive a \$1,500 stipend per AP prep. With the exception of Special Education and Resource classrooms, teachers required to prepare two or more distinct curricula for one period (i.e.: a combo Spanish I/II class) shall be counted as two distinct classes when determining stipends.
- 6.2.2.2.2 Dual Enrollment programs: Unit members providing dual enrollment instructional programs shall receive a \$250 per college unit stipend per semester.

### 6.3 Non-Student Day Time

- 6.3.1 Teachers shall be required to be present at their work site and engaged in activities related to their teaching assignment by 8:00 a.m.
- 6.3.2 The before-school time will be duty-free; however, a teacher may voluntarily substitute the minutes of before-school duty in lieu of other supervisory duty during the day, such as yard duty. Voluntary before school duty time in excess of the minutes between 8:00 a.m. and the beginning of the instructional day will count toward extra duty assignments.
- 6.3.3 Except for the evening events listed in Section 6.3.7, the District will make every effort to begin activities within fifteen (15) minutes of the end of the student day. Except for meetings called to respond to an emergency situation, unit members will be given seven (7) days' prior notice of the meeting, unless an earlier time is mutually agreed upon.
- 6.3.4 All unit members shall each day be provided with one (1) duty-free uninterrupted lunch period of at least thirty (30) minutes, or the length of the student lunch period at the site, if longer, provided, however, that to allow for student passing time, inclement weather days, or in emergency situations as deemed necessary by the District, said lunch period may be thirty (30) minutes. In an emergency situation such as a lockdown, District procedures may require supervision through the duty-free lunch, recess, and preparation time.
- 6.3.5 Collegial Planning Time (CPT) is a weekly ninety (90) minute time block which occurs on a Board-designated day. No more than two (2) times per year, such block may be extended to up to two (2) hours with advance notice due to particular program needs. It occurs during the regular hours of employment. It is created from reallocated instructional and prep time in order to preserve actual minutes of instruction. Such CPT shall not go past 4 pm.
- 6.3.5.1 The Collegial Planning yearly calendar will be developed collaboratively with teachers and their site administrators within the first month of each semester. Revisions to the calendar will be arrived at collaboratively as well.
- 6.3.5.2 An essential element of CPT is grade-level, departmental, or interdepartmental instructional planning. Other elements of CPT may include staff development; staff meetings; site



meetings of large or small groups for restructuring, review, prep, or planning; and realization of District projects and responsibilities.

6.3.5.3 All teaching staff will participate in CPT. Part-time employees will set their attendance schedule for Collegial Planning in consultation with their site administrator within the first month of the school year.

6.3.6 Parent Conferences (Elementary) and Personal Learning Plan (PLP) Conferences (JH/HS) will occur twice yearly.

6.3.6.1 Elementary teachers will be given release time for conferences during time allocated from early release days.

6.3.6.2 At the High School and Junior High School, each teacher working 50% or more will carry a caseload of up to thirteen (13) PLP students and meet with those students and their parents during the time allotted for conferences. Teachers will be given release time (reallocated from CPT meetings) equivalent to the time necessary to complete the meetings.

6.3.6.3 Teachers who take on extra students or whose conferences go beyond the regular work day may log those hours as extra duty hours.

6.3.7 In addition to regular and extra-duty hours, teachers shall participate in Back to School Night and Open House, not to exceed three total hours outside regular contract hours in a school year.

#### 6.4 Hours on Non-Instructional Workdays

All unit members shall work a total number of hours on each non-instructional work day equal to the hours required on instructional work days. The hours of work on non-instructional work days (except elementary parent/teacher conference days scheduled by the teacher) shall conclude at or before 3:30 p.m.

#### 6.5 Extra Duty

Extra duty shall include but not be limited to the following when they occur outside the regular work day (stipended duties are not eligible for extra duty):

\*Participation in regular committee meetings such as Site Council, Leadership, PTA, and other approved by the administration.

- Primary organizer for curricular events such as Science Fair, Language Night, 19th Century Dinner, CSF, Family Literature Night, class graduations or promotions or others approved by the administration.
  - Class advisory and fundraising activities.
  - Gate or supervisory duty at sporting events.
  - Chaperoning dances.
  - Weekend and overnight field trip supervision (a maximum allowance of six hours may be claimed per person per trip)
  - Interpreting (oral) or translating (written)
  - IEP, SST, and 504 meetings that occur outside of contracted hours or during a teacher's preparation period
  - Staff Meetings (other than during CPT time)
  - Parent conferences/PLP meetings beyond reallocated time.
  - Other with prior approval of administration.
- 6.5.1 Duties up to fifteen (15) hours per semester per unit member shall be divided among unit members as equitably as possible by the administrator with member input. Unit members who voluntarily spend more than fifteen (15) hours per semester on extra duty may, with prior administrative approval, receive hourly compensation at the Step 2, Column 1 hourly rate on the certificated salary schedule.
- 6.5.2 Unit members may of their own accord or at the administrator's request record their extra duty hours and activities on the Extra Duty

Log (Exhibit J) and submit a copy to the site secretary on last workday of each month.

## 6.6 Part-time Employment

Unit members employed part-time shall work a pro rata share of minutes when compared to the applicable full-time position described in this Article. Such unit members shall also participate in duties and CPT on a prorated basis with a schedule worked out with the site administrator.

## ARTICLE VII

## WAGES

## A. Salary Payments

1. Salary payments for all personnel covered under this Agreement will be paid in ten (10) or (11) eleven equal installments based on calendar. Payments will be made on the last working day of each month.
2. Extra duty payments shall be made on supplemental payroll paid on the 10<sup>th</sup> of each month.

## B. Salary Schedule Provisions

1. The District will make the initial placement of new teachers on the salary schedule.
2. Generally, teaching experience outside the Anderson Valley Unified School District shall be allowed on a year-for-year basis (retroactive four years from July 1, 2016). Acceptable experience is that teaching done in a K-12 public school with a valid teaching credential. Other than K-12 public school teaching experience may be included provided there was a valid teaching credential and that the School Board approves.
3. Initial placement will be on the step and column which can be substantiated at the time the contract is written. Transcripts and verification of experience must be submitted prior to issuance of a contract. No credit will be granted at a later date for units, degrees, or experience previously earned which are not claimed on application of employment.
4. An experience step shall mean active teaching experience (75% of a contract year).
5. Semester units or their equivalent serve as the basis for granting credit.
6. The term “one semester unit” shall mean a semester unit or the equivalent earned at an accredited university or college. Fifteen (15) hours of approved inservice shall equal one (1) semester unit.

Adopted: January 14, 1997

Amended: October 11, 2016

7. A grade of “B” (or better) or “Pass” must be earned for the units to count for salary increment purposes.
8. After initial employment with the District:
  - a. The District encourages teachers to take advantage of opportunities to grow professionally, university courses, workshops and online classes are available for teachers. The Mendocino and Sonoma County Offices of Education are both great resources for staff development. If a teacher attends and pays for an approved inservice on their time they may receive professional development salary credit.
  - b. Criteria for Evaluation of Inservice: Professional Development credit is awarded for classes or workshops that will make you a better teacher or a more effective person working with students. Classes that are recreational or not related to your job are not given professional development credit. (Some examples of acceptable courses or workshops)
    1. Upper Division Courses in your Field
    2. Courses or Workshops that are designed to Improve Instruction
    3. Instruction in technology related to Education
    4. Classes or Workshops related to student health, safety, student development

If a course is not clearly related to instruction or student development teacher should give a written rationale for the committee to evaluate. Courses taken for personal development not related to school will not receive credit.
  - c. No more than 225 hours of approved inservice may be credited in any one school year (one college semester unit equals fifteen hours of non-credited inservice). Units or hours of inservice must be approved prior to May 30<sup>th</sup> and some proof of successful completion must be in the District Office by October 1 (pending receipt of transcripts) to affect increment for the current school year.

- d. An evaluation committee consisting of two (2) members of the Management team and two (2) teachers (appointed by the AVTA President) will review the merit of proposed units or inservice. The Superintendent (or designee) shall be empowered to provisionally approve units or inservice pending approval of evaluation committee. (This only applies when it is not feasible to obtain prior approval by the committee).

C. Salary Schedule (See EXHIBIT B) Parties entered into pursuant Ed. Code Section 45028(b). Effective July 1, 2016, the salary schedule shall be increased by 7%.

1. The Board shall maintain the right to raise the salary schedule by increasing the base pay (step one, column one) or by a uniform percentage increase without reopening negotiations.
2. The listing of any extra compensation positions in the Appendix/exhibit is no guarantee that there will be a position. When at the Board's discretion the listed positions exist, these stipends will be in effect:

Varsity Coach	\$1000
J.V.Coach	\$825
Jr. HS Coach	<del>\$450</del> <u>650</u>
Drama Director	\$375
Music Director	\$375
Athletic Director	3 X Varsity Coach
Senior Advisor	\$700 (each, up to two positions)
Cheerleading	\$825
Student Council Advisor	\$1000
Yearbook Advisor	\$375
Other	By Administrative Approval

3. Teachers with a BCC (Bilingual Competency Certificate), BCLAD or a Bilingual Multiple Subjects Credential will receive a stipend of \$500.
4. Stipends may be available for those who are involved in district designated or sanctioned projects or activities that require substantial (35 -50+) extra-duty hours. In order to qualify for such a stipend, the

employee will sign an agreement with the site administrator to complete the projected level of work for the position prior to the start of the activity. All requests over \$500 must also receive board approval.

5. All stipends will be paid upon the completion of the activity.
6. Smaller duties which require less than 35 hours may be reimbursed according to Article VI, H - Extra Duty.

#### D. Part-Time Teachers

All credentialed teachers hired for part-time work will be placed on the salary schedule and will be paid and responsible for on site work hours compared to a 7-hour work day (including prorated prep but not including duty-free lunch)

(For example, a teacher teaching five periods at the high school would be  $5/7$  [.7143] plus a prorated prep [ $.7143/7=.102$ ]. Adding .7143 and .102, the teacher is .8463 FTE)

#### E. Supplementary Pay

1. The Driver's Training teacher(s) shall be paid \$14 per hour behind the wheel with students.
2. Compensation for teaching work not considered a regular, on-going classroom assignment but requiring the services of a credentialed teacher shall be paid at the teacher's regular hourly rate.
3. Compensation for non-instructional work requiring the services of a credentialed teacher shall be at the step one, column one hourly rate.
4. Other supplementary pay positions may be negotiated through the stipend clause (Article VII-C.2.) of this contract.
5. Supplemental pay positions will not increase an employee's F.T.E.

#### F. Deduction from Payroll

1. The District shall deduct and transmit to the Association all authorized deductions from all Association members within the Unit who have

signed an approved authorization card or cards for such deductions in a form agreed upon by the District and the Association. The written authorization for Association dues deduction shall remain in full force and effect during the term of this Agreement unless canceled in writing by the employee.

#### G. Health and Welfare

1. Effective July 1, 2017, the District contribution for medical, dental, and vision benefits shall not exceed \$14,000 per covered employee and dependents unless otherwise negotiated.
  - a. The current medical plan offered by the District is the Staywell medical plan and is governed by policies of the Mendo-Lake Medical foundation.
2. This section will be implemented as stated for employees working 50% to 84% F.T.E. The District contribution for part-time employees health plan premium shall be prorated on the ratio of their assignment to F.T.E.

#### H. Medicare

1. This program for certificated employees will begin January 1, 1990, for employees previously not covered by the program (hired prior to January 1, 1987).
2. The District will pay the 2.9% premium cost for 1990 for those employees previously not covered by the program (approximately \$3,000 in total).
3. As of January 1, 1991, the premium costs for all certificated employees shall be split equally between the district and employee.
4. Part "B" Doctor may be purchased by retirees according to Staywell policy.

#### I. Health Reimbursement Account

1. The AVUSD agrees to provide a Health Reimbursement Account to the certificated employees. The HRA account is managed by Health Equity.



2. Full time employees will receive a \$500 deposit into the HRA account annually to cover the first \$500 of the medical deductible. Part time certificated employees will receive a prorated account based on their percentage worked.
  3. Unused funds will roll over into the next plan year.
- J. Effective September 14, 2016, teachers employed in positions designated as “hard to fill” shall receive a \$3,000 one-time payment that will be paid in two equal portions. The first payment of \$1,500 will be paid within a month of starting work. The second payment will be paid in the following school year in October. If the employee is non-reelected during the first year, they would not receive the second payment. “Hard to fill” positions include positions in math, science, special education, foreign language and any other position not filled the first time it is advertised.

## ARTICLE VIII

## HIRING PRACTICES AND PROCEDURES

## A. Long Term Substitutes

1. Any teaching position that is to be filled by a substitute who is expected to develop lesson plans and/or do grading shall be paid on the salary schedule and have duties and hours assigned as a regular teacher

## B. Openings - Advertisement and First Consideration

1. Open positions requiring certificated personnel will be advertised promptly upon being created or upon becoming open. When a vacancy or new position is to be filled, first consideration will be given to teachers within the district. Openings will be posted at the district office, elementary school office, and high school office. In order to be eligible for first consideration, the internal applicant must have the proper credential(s) and demonstrate evidence of skills necessary for the position. All other qualifications being judged equal, consideration will be given to seniority.
2. Existing personnel shall be given first consideration for any open stipended or supplementary pay position in the district.

## C. Interviews and Review of Applications

1. A Teachers' Association member, to be designated by the Association President, will be given the opportunity to participate in the screening process and as part of that process make a group recommendation for candidates to be interviewed.
2. An Association member designated by the Association President shall be present during all interviews for any open teaching position. The Association representative will be given five calendar days' notice of all interviews scheduled. However, if the interviews are being conducted within the first five days of school, or if they are to fill an emergency vacancy, at least one (1) day notice of the interview will be given.

3. Any unit member designated to participate in screening or interviews shall sign a confidentiality agreement prior to such participation.

D. Effects of Layoff

1. When a Teachers' Association member is to be released by a formal layoff procedure as determined by the District, that member will be allowed to use three (3) personal days and up to two (2) sick leave days for interviews or job search.

## Article IX

### Assignment, Reassignment, Transfer

- A. The District Superintendent or his/her designee shall assign all unit members to positions in which they are to serve.
- B. The District Superintendent or his/her designee may reassign or transfer a teacher when such reassignment or transfer is in the best interest of the district.
  - 1. A transfer is the movement of a unit member from one work location to another
  - 2. A reassignment is the change of a unit member from one subject area or program to another or from one grade level to another grade level or program within the same worksite.
- C. Voluntary Re assignment or Transfer
  - 1. A unit member may submit a transfer request to the District at any time whether or not a vacancy exists. (No formal response is necessary if there is no vacancy). A unit member may submit a request for a transfer within one week of the posting of a vacancy.
  - 2. If two or more members apply for a transfer for a vacancy the district shall use the following prioritized criteria:
    - a. Credentials and certification of the unit member
    - b. Training, years of experience and documented skills and abilities of the unit member related to the position
    - c. Impact to the educational program (e.g. the number of people having to switch teaching assignments)
    - d. Seniority of the unit member
    - e. Major and minor fields of study and advanced degrees related to the position

3. If a unit member's request for transfer or reassignment is denied the teacher will be given a written the rationale for the denial in writing signed by the Superintendent

D. Involuntary transfer or re-assignment

1. The District shall have discretion to initiate and implement the involuntary transfer of any unit member for any reason deemed by the District in its discretion to be satisfactory, subject to the following limitations:
  - a. Excess staff
  - b. Modifications, relocations, additions or deletions of programs and/or specific curriculum needs
  - c. A need for specialized skills
  - d. A need for improvement in performance where transfer could benefit the unit member and/or the students as documented by evaluations. In a period of non-evaluation, other substantive documentation may be used to justify an involuntary transfer to improve performance.
  - e. School closure or opening
  - f. Documented or corroborated staff friction not based solely on hearsay.
2. If an opening occurs to which a person must be involuntarily transferred, the following non-prioritized criteria will be used:
  - a. Credentials and certification of the unit member
  - b. Training, years of experience and documented skills and abilities of the unit member related to the position
  - c. Impact to the educational program (e.g. the number of people having to switch teaching assignments)
  - d. Seniority of the unit member

- e. Major and minor fields of study and advanced degrees related to the position
3. When a reassignment/transfer involves a combination class placement the assignment will include the previous grade-level or subject experience of the unit member(s) if at all possible.
  4. A teacher whose reassignment requires a change of permanent classroom will receive one day's pay at the non-instructional rate as compensation for relocation of materials.
  5. Unit member(s) to be transferred/reassigned during the school year shall be consulted prior to the reassignment and given at least five (5) days' advance notice. Unit member(s) who are transferred/reassigned during the work year shall be allowed two (2) days of paid release time for preparation prior to the effective date of the transfer/reassignment. The District shall provide assistance in moving a unit member's material whenever a unit member is transferred/reassigned.
  6. A teacher whose transfer/reassignment occurs due to construction, remodeling, or other reasons, in which the teacher has to move all materials and furniture and leave the room completely empty and subsequently move into a temporary classroom for any period of time will receive 2 day's pay at the non-instructional rate. A teacher who subsequently has to return and move all materials and furniture and set up again will receive additional 2 day's pay at the non-instructional rate. Additional pay for hours may be authorized by the administration if there are other extenuating circumstances involved in the move, such as moving into a classroom that is not ready for the incoming teacher.

Teachers who only have to move their teaching materials will only receive 1 day's pay (as outlined in Section D.4.). If a teacher has to move teaching materials to a storage space, and then back into their classroom, they will receive 1 day for the move out, and one day for the move in.

#### E. Notification of Assignment

1. Each unit member shall be given written notice, prior to the last teacher workday of the school year of their projected assignment for the following school year. If a unit member's assignment changes the District will directly notify the member as soon as possible. School site

administrators will make every effort to communicate pertinent information about their outgoing students to the new teacher.

F. Seniority

1. Seniority for the purpose of this article is defined as the unit member's initial date of service in the bargaining unit. Unit members with the same initial date of service shall have their seniority determined by the following prioritized criteria (from first to last):
  - i. Years of experience both outside and inside the District.
  - ii. Number of units accepted by the district.
2. If unit members have the same initial date of service, the same years of prior experience and the same number of units accepted seniority will be determined by lot:
  - i. The lottery shall be conducted in the presence of at least two (2) association representatives. Once the lottery is used to determine a unit member's seniority that seniority shall remain in effect while in the service of the district if there are no other changes in units or years of experience.

## ARTICLE X

## CLASS SIZE

- A. The maximum number of students attending a class with one teacher for any given time shall be as follows:
1. Elementary Level (Grades K-6)
    - a. Single Grade Level Class – 28
    - b. Combination Grade Class – 24
  2. Secondary Level (Grades 7-12)
    - a. Except for physical education, no teacher will have a student load exceeding 168 students in six teaching periods (a ratio of 168:6). This ratio will be maintained proportionally for all part time teachers.
    - b. Except for physical education, no teacher will have in excess of thirty-five students in more than one (1) academic period per day.
    - c. For physical education classes, no teacher will have in excess of 38 students in each class and student load shall not exceed (185).
- B. On the day that any class or teacher's student load exceeds the stated maximum by two (2), the school site administrator will take the following steps:
1. Meet with the teacher and the Association President or designee to discuss options, including but not limited to additional compensation, assignment of a classroom aide, creating a new class.
    - a. Should no agreement be reached by consensus of all parties, the numbers shall be brought into alignment with the above, or
    - b. A substitute 3.75 hour assistant will be employed, reassigned, or transferred by the next day to the affected class or work with the affected teacher as long as the class enrollment or student load exceeds the stated maximum the by two.



The District will advertise for a 3.75 hour assistant to come to the affected class or work with the affected teacher everyday, as long as the class enrollment or student load exceeds the stated maximum by two. The substitute assistant will be in the affected classroom or with the affected teacher until a permanent assistant is employed, reassigned, or transferred.

If, after hiring a 3.75 hour classroom assistant for the affected class or teacher, the enrollment or student load drops back within the contract maximums stated in part A above, the classroom assistant will be reassigned, transferred, or laid off by the District.

- C. On the day that any class exceeds the maximum occupancy for fire safety, the school site administrator will take the following actions:
  - 1. Reduce the class size back within maximum occupancy limits for fire safety, or
  - 2. Move the class to a room that will be within the maximum occupancy limits for fire safety.
- D. For classes with stations, but no fire safety maximum, the class size shall not exceed the number of stations by more than two students.
- E. Students who are placed in a class for socialization purposes shall not count toward class size maximums. However, based on special circumstances of the placement, the teacher may seek to count such student with the agreement of the site administrator.

## ARTICLE XI

### LEAVES

“Immediate family” shall mean the spouse, mother, father, grandmother, grandfather or grandchild of the employee or of the spouse; also, the son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or spouse, and any relative or significant other person living in the immediate household of the employee.

#### A. Compensated Leaves of Absences

##### 1. Sick Leave for Medical Appointments

- a. Leave shall be granted to each employee for the Anderson Valley Unified School District at the rate of ten (10) days per year for absence due to accident, illness, quarantine, or medical appointments for the employee, spouse, or son/daughter. Part-time employees shall be entitled to that portion of leave as the assignment bears to a full-time position.
  1. Employee emergency medical appointments or medical appointments which cannot be scheduled outside the normal teaching day may be covered under sick leave.
  2. The District may require doctor’s certification or other proof before allowing pay for absence of three (3) consecutive days or more due to illness, accident, quarantine, or medical appointment. In special circumstances the District may require such proof.
- b. Any certificated employee who has unused leave of absence for illness or accident accumulated in another California school district at the time he/she is employed in the Anderson Valley Unified School District shall be credited in this district with the accumulated days in accordance with the law. It is the employee’s responsibility to notify the district in writing so that the necessary documents may be completed to accomplish the transfer of unused sick leave from the employee’s immediate preceding California school district employer.

- c. On a long-term illness, when an employee's accumulated sick leave days have been exhausted and the illness, accident or physical disablement, including pregnancy-related causes, require continued absence from the job as certified in writing by the employee's physician, the following shall apply regarding pay to the employee: for a period not to exceed five (5) months, the absent employee shall receive the difference in his/her salary and that paid a substitute employee hired to fill his/her position during his/her absence. The standard daily substitution rate will be used for the first fifteen (15) days for this computation whether or not such substitute was actually employed, and thereafter the standard daily substitution rate or temporary rate shall be used for the computation dependent on the cost of the person serving. In no case shall the absent employee be required to pay the District should the cost of the substitute be higher than his/her actual compensation.
- d. Sick leave shall be accumulated and counted toward retirement to the extent permitted by STRS.
- e. When directed by the Superintendent, the employee shall undergo a physical or mental examination by a doctor jointly selected by the employee and the District and the cost of such examination shall be borne by the District. In the event that the Superintendent and employee are unable to agree on a doctor, the selection shall be made by the President of the Mendocino County Medical Society. The employee shall authorize the release of such medical information to the District.
- f. In the event of a concerted work stoppage, the District may require an affidavit under penalty of perjury as to the reason for the absence and may request medical verification prior to payment.
- g. In case of absence due to illness or accident, unless illness or accident precludes such notification, employees shall notify their Principal or designee as soon as possible, but not later than 6:30 AM on the day sick leave commences.
- h. At the beginning of each school year, every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement, for the school year. The District shall provide each teacher with a written statement of (1) his/her accrued sick leave total to date, and (2) his/her

sick leave allotment credit for the ensuing year no later than October 1 of each school year.

## 2. Pregnancy Disability Leave

- a. An expectant unit member shall file a statement from her health care provider no later than the fourth (4<sup>th</sup>) month of pregnancy indicating the estimated date of delivery and that the female employee is in good health and that in his/her judgment she can continue to carry on her assigned duties and responsibilities without danger to herself or her child.
- b. A unit member may continue to work as long as her condition will permit her to perform her regular assigned duties or she may request a leave before the expected day of birth. Either option shall be based on the recommendation of her health care provider.
- c. The unit member shall be eligible to return when she presents a certificate from her health care provider that she is able to perform her work satisfactorily for the District. A unit member returning from pregnancy disability leave shall resume duties on a regular basis at the same position held prior to childbirth.
- d. Unit members who are not on leave and are in the current employ of the District are entitled to use personal illness and injury leaves for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's health care provider; however, the District may require a verification of the extent of the disability through a physical examination of the unit member, at District expense, by a health care provider appointed by the District.
- e. When a unit member's sick leave has been exhausted during the time of disability, they are entitled to differential pay as set forth in Section Ac above. The date on which the employee shall be able to resume

duties shall be determined by the unit member's health care provider. The District may require a verification of the extent of the disability through a physical examination of the unit member, at District expense, by a health care provider appointed by the District.

### 3. Maternity/Paternity/Child Bonding Leave

- a. Unit members employed by the District may be granted a leave for maternity/paternity/child bonding reasons. Such leave allows bonding time with a new child and shall be completed within one year of the child's birth or arrival. Leave in this section and sick leave are separate and distinct.
- b. This leave shall be granted in accordance with the provisions of the Education Code and other applicable law subject to the following conditions:
  - 1) Effective July 1, 2016, eligible unit members may request and be approved for up to twelve (12) school weeks of leave for child bonding. During this approved leave the employee must use all remaining sick leave except for three (3) days if the unit member will be returning to work in the same school year that the bonding leave is used. Upon exhaustion of accumulated sick leave, the employee will receive the difference between his/her regular salary and the substitute's salary, or the salary a substitute would have received. (see A.1.c.) The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.
    - a) It is the intent to implement the terms and conditions of Education Code Section 44977.5 and Government Code 12945.2, and further interpretations of these laws will apply.
    - b) If both parents are employees of the District, both shall be entitled to this leave up to a cumulative 18 weeks unless the law requires more.
    - c) Eligibility for this leave shall be in accordance with the above noted statutes and applicable regulations.

- d) An employee requesting such leave must make the request at least eight (8) weeks before the anticipated commencement of such leave. In the event that a specific date or time frame is not known—for example in the case of some adoptions or foster child placements—the employee will notify the site supervisor and Human Resources department of the possible need for leave and potential timeframes as much in advance as possible. Notice of the actual dates must be provided to the District once known.
  - e) Intermittent use of such leave is subject to applicable law and regulations.
- 2) Beyond the year in which maternity/paternity/child bonding leave commences, a unit member may request a personal reasons leave, without pay, up to an additional year. Upon return from such leave, the unit member will, whenever possible, resume her/his duties in the same or comparable position held prior to such leave.
  - 3) Absence due to illness or injury resulting from pregnancy and/or childbirth shall be covered by pregnancy disability leave in accordance with the Education Code.
- c. For purposes of this section, “maternity or paternity leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

#### 4. Bereavement Leave of Absence

- a. A regular, full-time employee will be granted a maximum of three (3) days leave of absence, or five (5) days leave of absence if travel of more than 400 miles is required, for the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this Agreement.
- b. A three-day bereavement leave may be granted for each death described even though more than one death occurs simultaneously; such leaves may be consecutive.

- c. If the employee requests, he/she shall be granted up to an additional six (6) days of leave in any one year for bereavement purposes which shall be charged to his/her accumulated sick leave. No such accumulated leave in excess of six (6) days may be used in any school year.
- d. Requests for bereavement leave shall be made to the District Office through the site Principal.

## 5. Personal Necessity Leave

- a. In any school year, up to six (6) days leave of absence for sick leave may be used by the employee, at his/her election, for any of the following:
  - 1. accident or serious illness involving his/her person or the person of a member of his/her immediate family;
  - 2. personal property emergencies such as flood, fire, theft or disaster to the property of the employee or his/her spouse; or
  - 3. personal legal matters such as appearance in court as a litigant or a subpoenaed witness.
- b. In any school year, up to three days of personal necessity leave may be used by the employee for other personal reasons. No more than one of these days may be adjacent to a holiday. These days must be requested in writing in advance and may be denied because of staffing constraints. Inservice days may not be taken for personal necessity leave.
- c. It is our goal to allow our employees to take care of personal needs and obligations with these days. Days beyond the scope of these guidelines shall be taken as non-paid days.
  - 1. Prior written approval shall be secured for requests for leave except in the case of accident or emergencies. The approval shall be requested through the site Principal to the District Office at least five working days before the intended time of absence. The employee shall be notified in writing within two working days whether the request is approved or denied.

2. If circumstances beyond the employee's control make such five day notification impossible, then the employee shall notify the Principal as soon as possible.

6. Jury Duty Leave

Any certificated employee may be absent from duty to serve as juror or court witness and official court order without loss of pay for 10 days in any school year. Fees paid the employee for such services shall immediately upon receipt be made payable to the school district.

- B. Uncompensated Leaves of Absence

1. General provisions for uncompensated leave:

- a. At the discretion of the Anderson Valley Unified School District Board of Trustees, uncompensated leaves of absence may be granted.
- b. Such leave shall be requested in writing by March 1<sup>st</sup> to the District Superintendent and will be considered only for a full school year. In unusual or emergency situations, a request may be considered for less than the school year.
- c. Sick leave and employee benefits will not be granted for periods of uncompensated leaves of absence. Any certificated employee may continue any or all benefits plans for the period of his/her leave. Payments in advance to the District Office shall continue these plans in effect.
- d. Employees granted uncompensated leaves of absence must work 75 percent or more of the scheduled days in the school year in order to advance on the salary schedule.
- e. On or before March 1<sup>st</sup> of the year in which an employee is on uncompensated leave of absence, a letter shall be submitted to the District Superintendent indicating the employee's intention to return to the District for the following school year. The District cannot guarantee an assignment for the following year for an employee who fails to meet this deadline. Failure to declare his/her intention by this date shall be deemed as a resignation effective June 30<sup>th</sup> of that school year.



- f. At the expiration of leave, the employee will be reinstated in the position held at the time uncompensated leave was granted, subject to the provisions of Article 9.

## 2. Childcare Leave of Absence

- a. Uncompensated leave of absence for childbearing will be granted to certificated employees of the District who so request. The provisions of this regulation shall also apply in cases of employees who adopt or foster a child.
- b. Such uncompensated leave of absence shall be for a full school year, except that a certificated employee who goes on maternity disability leave during a school year may have that portion of the school year missed added to the succeeding full year care leave.

## 3. Short Term Personal Leave of Absence

Personal leaves of absence may be granted only by the Anderson Valley Unified School District Board of Trustees and provided that such leave does not seriously inconvenience the District as determined by the Board of Trustees.

## 4. Health Leave of Absence

- a. At the discretion of the Anderson Valley Unified School District Board of Trustees, under a doctor's recommendation, leave may be granted for reasons of health.
- b. Provisions for notice to return to work shall be in writing and shall include a written statement from the attending physician certifying the employee's ability to return to full service.

## 5. Study Leave

The Board may grant a permanent teacher an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for one (1) school year, but may be extended for one additional year by mutual agreement.

- a. A teacher shall apply to the Board for such leave no later than March 10.

#### 6. Legislative Leave

The Board may grant a permanent teacher an unpaid leave of absence for the length of his/her term or terms in office.

- a. A teacher on such leave shall notify the Board of his/her intended return by at least March 1<sup>st</sup> preceding the school year in which the teacher returns.
- b. A teacher on such leave shall be entitled to employment at the end of the leave, but shall not be entitled to any of the other benefits accorded by this Agreement.

#### C. Compensated Leaves

##### 1. Industrial Accident or Illness Leave

- a. Leaves under this provision shall be available to an employee beginning with his/her second contract year.
2. Allowable leave with pay shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness. These sixty (60) days shall be applied once the leave is accepted as industrial related and applied retroactively, returning an individual's sick leave days if used initially while awaiting acceptance as industrial related.
  3. Allowable leave shall not be accumulative from year to year.
  4. Industrial accident or illness leave will commence on the first day of absence.
  5. Payment for wages lost on any day shall not, when added to awards granted to the employee under the Worker's Compensation laws of this State and/or compensation from District - paid Income Protection plans, exceed the employee's actual wage if he or she were on the job.

6. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award under Worker's Compensation
7. When industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee will be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

#### D. Sabbatical Leave

1. The Board of Trustees may grant leave to a permanent teacher who has rendered at least seven (7) full-time consecutive years of service in the District immediately preceding the Sabbatical Leave.
2. The grant shall be made on condition that the teacher agrees in writing to render a period of service to the District following return from that leave that equals twice the period of the leave, i.e., one (1) year leave equals two(2) years in the District upon return.
3. The leave of absence may be taken for the following periods of time: one semester or one academic year in duration.
4. Compensation shall be paid the employee while on leave in the same manner as if the employee were teaching in the District, provided the employee furnishes a suitable bond indemnifying the Board of the District against loss in the event the employee fails to render the agreed upon period of service in the employ of the District following the return of the employee from the leave.
5. Should the employee not serve for the entire period of service agreed upon, compensation paid for the leave shall be reduced by an amount which bears the same proportion of the total compensation as the amount of time not served bears to the total amount of time upon which the agreement was reached.
6. Applications for Sabbatical leave shall be filed with the District Office on or before February 15 for Sabbatical Leave for the following year.

7. While on Sabbatical Leave an employee may not accept other employment unless it pertains directly to the purpose and program set forth in his/her Sabbatical Leave application/agreement.

E. Catastrophic Illness Bank

The Association and the District agree to a Catastrophic Illness Bank effective September 30, 1997. The Bank will be funded in accordance with the terms below.

1. Definitions: for the purposes of the Bank,
  - a. Catastrophic illness or injury shall be defined as any serious illness or injury that incapacitates an employee or a member of the employee's immediate family for over ten (10) consecutive days which requires the employee to take time off work.
  - b. A "day" shall be any day that an employee is expected to work.
2. Creation
  - a. Days in the Bank will accumulate from year to year.
  - b. Days will be contributed to the Bank and withdrawn from the Bank without regard to the rate of pay of the Bank participant.
  - c. As necessary, a committee will be formed consisting of one administrator and two Catastrophic Illness Bank members. The purpose of the committee is to ensure the legitimacy of each request for withdrawal from the Bank. The committee will consider and have the power to approve or disapprove any request for withdrawal from the Bank. The decision of the committee will be final.
3. Eligibility and Contributions
  - a. All certificated employees on active duty with the District are eligible to contribute to the Catastrophic Illness Bank.
  - b. Participation is voluntary, but requires contribution to the Bank.
  - c. Only contributors are eligible to withdraw from the Bank.

- d. Employees who elect not to join the Bank upon first becoming eligible may join at the beginning of any school year.
  - e. The contribution shall be authorized by the employee and continued until canceled by the member.
  - f. Sick leave authorized for contribution to the Bank shall not be returned.
  - g. Contributions shall be made by the first paycheck of the school year. New employees may contribute within thirty (30) days of beginning work.
  - h. The annual rate of contribution per Bank member for each school year will be one (1) day. If the number of days in the Bank at the beginning of the school year exceeds sixty (60), no contribution will be required of returning members; however, new hires may still donate at the time of hire regardless of the number of days in the bank. Those joining for the first time will be required to contribute one day to the Bank.
4. Withdrawal from the Bank
- a. Bank members may apply for a withdrawal from the Bank after having exhausted their sick leave and then missing ten (10) consecutive days for the same illness or injury.
  - b. Bank members must use all sick leave, but not all differential leave available to them before becoming eligible for a withdrawal from the Bank.
  - c. Withdrawals from the Catastrophic Illness Bank will be granted in units of no more than twenty (20) days. Members may submit requests for extensions of withdrawals as their prior grants expire. A member's withdrawal may not exceed the maximum period of sixty (60) days per school year. Having exhausted the time limit in a given year, a member may not apply for withdrawal from the bank for a minimum period of five (5) years.

- d. The Bank will not grant requests for withdrawal of days beyond the amount in the Bank. The District or the Bank is under no obligation to pay the participant any funds. If the Committee denies any withdrawal requests, it will notify the member in writing.
  - e. Leave from the Bank may not be used for illness or disability which qualifies the employee for worker compensation benefits unless the employee has exhausted all worker compensation leave and his/her own sick leave.
5. If the Catastrophic Illness Bank is terminated for any reason, the days remaining will be returned to the current members of the Bank in an equitable manner.

ARTICLE XII  
SHARING A POSITION

A. Definition of Sharing a Position

1. One full-time teaching position may be shared by two (2) permanent employees of this District in one of the following configurations:
  - a. Each will teach every other year
  - b. Each will teach every other semester
  - c. Each will teach 2 ½ days a week
  - d. One will teach 3 days, the other 2 days each week
  - e. One will teach mornings, the other will teach afternoons.
2. As a guiding principle in sharing one job, both partners will be responsible for the whole job being done well. Should one of the partners in the shared position be unable to fulfill his/her obligation on a long term basis, the remaining partner may be required to return to full-time status.
3. In order to continue to share a position beyond the term of their original approved proposal, the District may require the employees to resign the leave portion of their assignments.
4. Job-sharing partners will be granted service credit in proportion to the time worked. For example, 50% of the job would mean one step every two years. The proposal will include how service credit will be granted.

B. Arranging to Share A Position

1. Teachers wishing to share a position starting the following year must submit their written request to the Board of Trustees by February 1. One request will be submitted by the two teachers.

2. The written request will include reasons for the proposal, will describe how the teachers plan to divide the responsibilities, coordinate their work and insure the educational continuity of the class, particularly if it is a self-contained class. The request will describe the benefits to the students and the District as well as to the teacher-partners. Teachers sharing one position will each serve a pro-rated share of extra duties and assignments, and if one is unable, the other will serve instead. Unless prior arrangements have been made, both will attend faculty meetings. This request will also specify how the partners intend to share the salary and benefits. Benefits equal to those of one full-time employee will be shared by the two teachers. Each will be paid at his/her annual rate pro-rated to the percent of the job he/she is assuming. For example, if the each teach 50%, each would be paid 50% of his/her annual rate.
3. The Board of Trustees will grant or refuse job-sharing requests based on its assessment of how the proposal meets the needs of the students and the school, as well as those of the employees. Job-sharing proposals may be granted or refused solely at the discretion of the Board
4. Employees making the request shall have the opportunity to support their request in person before the Board, in a session closed to the public.
5. Notification of action on the request will be made in writing within five (5) days following the April Board meeting.
6. This article is not subject to the grievance procedure.



## ARTICLE XIII

## PROCEDURES FOR CERTIFICATED EMPLOYEES EVALUATION

- A. The employee's initial evaluation shall be by the Site Administrator.
- B. Probationary and temporary employees shall be formally evaluated at least once a year by March 15<sup>th</sup>. This evaluation shall be based on a minimum of one observation by January 15<sup>th</sup> and a second observation by March 15<sup>th</sup>.
- C. Tenured employees shall be formally evaluated by April 1. Tenured employee evaluations shall be done at least once every two (2) years. Yearly evaluations may be requested by the employee or undertaken by the District if deemed necessary.
- D. Prior to October 15, the evaluator will confer with the employee as to the employee's objectives and anticipated education techniques, as well as the Administrator's expectations. The employee may enumerate in writing those problem areas over which he or she has no authority or control; this will be attached to the evaluation.
- E. The performance of the person being evaluated shall be measured against the goals and expectations referred to in item "D" above, as well as the requirement of law, the Code of Ethics of the Teaching Profession, and any courses of study, curriculum guides, job description, and criteria enumerated on the evaluation forms themselves, attached as Exhibit F of this Agreement.
- F. Both scheduled and unscheduled observations may be a part of the evaluation process. One such observation shall be no less than thirty (30) minutes.
- G. The written evaluation shall not contain negative comments based on unobserved citizen or parent or student allegations; unless supported by evidence upon which reasonable persons would rely and deem sufficiently serious to warrant inclusion on the District evaluation form. The teacher in question shall have been given previous opportunity to discuss and respond to these allegations. Education Code section 44552(b)(1), (d) requires school district governing boards to evaluate certificated employee performance as "it reasonably relates to" the progress pupils are making toward meeting state standards as measured by "state adopted criterion

referenced assessment". The results of an employee's participation in the Peer Assistance and Review (PAR) program must also be made available as part of the teacher's evaluation.

- H. The evaluation shall include recommendations for improvement in the performance of the employee.
- I. The evaluation shall be in two (2) copies, with a copy presented to the employee at least forty-five (45) days before the end of the school year, provide, however, the probationary employees to be given notice of non-reemployment shall receive the evaluation prior to such notification. The notification here applies only to probationary employees who are being given notice of non-reemployment for cause under California Ed. Code 44955. The signature of the person being evaluated does not indicate that he/she agrees with the evaluation, but that he/she has been presented with a copy and that a conference was held. Distribution of the two (2) signed copies are as follows:
  - 1. one to be presented to the person evaluated
  - 2. one to be placed in the employee's file in the Personnel Office.
- J. The employee may make such written comments as appropriate to attach to the evaluation, which shall be a part of the employee's personnel file.
- K. It is agreed that the goal of evaluation is to improve instruction. With this goal in mind, administrative and, when possible, peer support will be used to help temporary and probationary teachers. This should be accomplished as early in the year as possible to enable a teacher to learn from peers and have a successful teaching experience.
- L. Any tenured employee receiving an unsatisfactory evaluation shall participate in the Peer Assistance and Review (PAR) program. See Exhibit G.
- M. If the PAR team agrees that the deficiencies in the employee's evaluation have been corrected, a written notice stating that fact shall be attached to the follow-up evaluation and made a part of the evaluation record.

- N. Based on the follow-up evaluation, if the PAR team concurs that the deficiencies in the employee's first evaluation have not been corrected, no step/column salary increase will occur the ensuing school year.
- O. Any procedures established herein will not preclude the District from taking other appropriate steps as outlined in the California Education Code.

## ARTICLE XIV

### GRIEVANCES

#### A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. The intent is to examine all alternatives before initiating litigation. This process shall be seen as the preferable alternative to any other type of legal action. It is our goal to settle all disputes at the local level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### B. Definitions

1. A “grievance” is a claim by a grievant that he/she has been directly and adversely affected by a violation or misinterpretation of the specific provisions of this contract agreement or any law. Alleged violations, misinterpretations of law may not proceed beyond mediation.
2. A “grievant” is an employee or employees of the District covered by the terms of this contract with a grievance or the Association.
3. A “day” is a day in which the District Office of the District is open for business.

#### C. Time Limits

1. Time limits provided for at each level shall begin the day following receipt of the grievance, appeal or written decision.
2. Since it is important that grievances be resolved as rapidly as possible, the time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

#### D. Procedure

1. Level 1

- a. Within ten (10) days after the occurrence giving rise to the grievance, the grievant must present his/her grievance, in writing, on the grievance form provided by the District, to his/her immediate supervisor. Prior to filing a formal written grievance the grievant shall meet with their immediate supervisor with the purpose of explaining their concerns and to seek an informal resolution of the matter. If the matter is not resolved at the informal level, the formal grievance shall proceed. This statement shall be a clear, concise statement of the grievance, the specific section of the contract, law or Board policy violated, the circumstances involved, and the specific remedy sought. The immediate supervisor will communicate his/her decision in writing within ten (10) days after receiving the grievance. If the grievant is not satisfied with the disposition, or receives none within ten days, the grievance may be appealed to Level 2.

2. Level 2

- a. Within ten (10) days of the receipt of the disposition from Level 1 or, receiving none, twenty (20) days of the initial filing of the grievance, the grievant must present his grievance in writing on the form provided by the Association, to the Superintendent. The Superintendent shall meet with the grievant within ten (10) days and provide a disposition in writing within five (5) days of the meeting. Failure by the grievant to appeal a disposition within 5 days shall be deemed an acceptance of the disposition. Failure by the Superintendent to render a decision shall authorize the grievant to proceed to the next level.

3. Level 3 - Mediation

- a. If the grievant and/or the Association is not satisfied with the disposition of the grievance at the Board level, or if no disposition has occurred, the grievance shall be referred to grievance mediation.
- b. The Association shall request that a conciliator/mediator from the California State Mediation and Conciliation Service be assigned to assist the parties in the resolution of the grievance.

- c. At the earliest mutually agreeable time, the mediator shall meet with the Association, the grievant and the District for the purpose of resolving the grievance.
- d. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall constitute a settlement of the grievance.
- e. In the event that the grievant, the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level 3 and the grievance may proceed to Level 4.

#### 4. Level 4

- a. In the event that the grievant and/or the Association is not satisfied with the disposition of the grievance in Mediation, they may request the Association to seek binding arbitration. Such request must be made within ten (10) days to the Association with a copy to the District Superintendent. If the Association proceeds to binding arbitration, it shall notify the District in writing within five days of the request. Within ten (10) days of such notice, the Association and the District will meet to attempt agreement of an acceptable arbitrator by the following means:
  - 1. discussion and brainstorming names of Mendocino County teachers and administrators;
  - 2. from a list provided by the Mendocino County Superintendent of Schools;
  - 3. from a list provided by the California State Mediation and Conciliation Service;
- b. If the two parties are unable to agree within ten (10) days, then the parties shall contact the State Mediation and Conciliation Service for a list of arbitrators . Once the list is received and in the absence of a mutual agreement on a listed individual, the parties will alternatively strike from the list until an arbitrator is selected.

- c. The arbitrator's decision will be in writing, with facts, reasoning and conclusion included. The decision will be submitted to the Association and the Board and will be final and binding on both parties. The arbitrator shall have no authority to make a decision or remedy which is in violation of law or the collective bargaining agreement.
- d. Costs for the services of the arbitrator, including but not limited to, per diem expenses, his/her hearing room, will be borne equally by the Board and the Association. All other costs, except for release time for the grievant(s), Association representatives and witnesses, will be borne by the party incurring them.

#### E. Rights of Representation

A teacher may be represented in all stages of the grievance procedure by himself/herself, or at his/her option, by a representative of his/her choice.

#### F. No Reprisals

No reprisal of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board, or by the Association or any unit member against any aggrieved party, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

#### G. Miscellaneous

1. The Association, either in its own behalf or in behalf of the affected teachers, may initiate a grievance which affects more than one teacher in a single site or teachers in more than one site.
2. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level 2.
3. The grievant and any necessary witnesses shall be granted release time with pay to attend any hearings required by these grievance procedures.

4. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
5. Upon mutual agreement of the Association, the Superintendent, and the Board, a grievance may be taken directly to arbitration.
6. A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to Level 3 and such adjustment is not inconsistent with terms of the written agreement. Copies of the decisions of these grievances will be sent to the Association President.
7. Employees will use the contract grievance procedure when they feel the contract has been violated.
8. Until the final disposition of the grievance is accomplished, the grievant is required to conform to the original direction of his/her supervisor.

H. Grievance Form - See Exhibit E attached.



## ARTICLE XV

### PEER ASSISTANCE

15.1 PEER ASSISTANCE (PA) refers to the program previously known as the Peer Assistance and Review (PAR) Program and may be accessed through any of the following avenues:

- 1) Referred Participating Teacher may be either mandatory due to Evaluation as per Article 13 (Does not meet standards) or by agreement of the teacher if suggested by the District.
- 2) Volunteer Participating Teacher is a teacher who requests participation of their own accord.

15.1.1 Teachers have the right to be represented throughout these procedures by the Association representative of his or her choice.

15.2 THE GOAL OF THE PEER ASSISTANCE (PA) PROGRAM in the District will be to allow exemplary teachers to assist participating teachers in developing subject matter knowledge and improving assessment and instructional practices.

### 15.3 CONSULTING TEACHERS

15.3.1 The qualifications of a Consulting Teacher who agrees to participate:

- a. Must be a credentialed classroom teacher with permanent status or retiree.
- b. Have substantial recent experience in classroom instruction.
- c. Have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills (oral and written), subject matter, knowledge, and mastery of a range of teaching strategies necessary to meet the learning needs of the District's diverse student population.

- d. Possess knowledge and understanding of District/State-adopted academic content strands, frameworks, and District direction and goals for curriculum instruction.
- e. Work effectively and cooperatively with colleagues.
- f. Have demonstrated the ability to work within established timelines.
- g. Provide assistance and not evaluation.

15.3.2 The Responsibilities of the Consulting Teacher with a Participating Teacher:

- a. To meet with Referred Participating Teacher and site principal to discuss the Program, to establish written performance goals in specifically identified areas, and to develop an assistance plan and a process for determining successful completion in the Program.
- b. Provide peer assistance and coaching to Participating Teachers in content area and curriculum alignment, teaching methodologies, teaching strategies, and the development, collection and analysis of assessment information if needed.
- c. Conduct multiple observations of Participating Teachers during classroom instruction.
- d. Document and record all observations/discussions.
- e. Following observations and discussions, the Consulting Teacher will meet with the Participating Teacher to provide feedback in a timely manner.
- f. Write an anecdotal record on a monthly basis of observations, discussions/ meetings with the Participating Teacher and types of assistance provided.
  - 1) A copy of the anecdotal record will be viewed and discussed with the Participating Teacher. Following the review, the Participating Teacher shall sign the report to indicate that it has

been reviewed, agrees with content, and that the Participating Teacher has received a copy.

- 2) A copy of the anecdotal records will be placed in the personnel file of the Referred Teacher but not the Volunteer.
  - 3) The anecdotal records of a Referred Teacher's participation in the Program shall be made available to her/his evaluator.
  - 4) The Consulting Teacher shall not provide evaluative testimony in a discipline/dismissal hearing regarding the Participating Teacher's performance.
- g. To participate in collaborative meetings with other Consulting Teachers in the District.
  - h. The Consulting Teacher shall continue to provide assistance to the Referred Participating or Volunteer Teacher for the time period agreed upon by the District and Association not to exceed six (6) months.
  - i. The caseload will be one Participating or Volunteer Teacher per Consulting Teacher at any given time.
  - j. The Consulting Teacher may submit individualized professional development proposals for the Referred Participating Teacher to the individual's evaluator.
  - k. The Consulting Teacher shall not participate in a performance review of a Participating Teacher.

#### 15.3.3 The selection process for Consulting Teachers:

- a. The Consulting Teachers shall be selected by the District and in consultation with the Participating Teacher.

#### 15.3.4 Volunteer Participating Teacher

- a. A Volunteer Participating Teacher is a teacher who volunteers to participate in the PA program and works in concert with the

Consulting Teacher to identify a plan to fulfill the needs of the Volunteer.

- b. Priority will be given to teachers with permanent status.
- c. The purpose of participation in the PA program for the Volunteer Participating Teacher is for peer assistance only.
- d. The Consulting Teacher shall not participate in a performance review of a Volunteer Participating Teacher.
- e. The Volunteer Participating Teacher may terminate his/her participation in the PA program at any time.
- f. All communications between the Consulting Teacher and the Volunteer Participating Teacher shall be confidential, and without the written consent of the volunteer, shall not be shared with others.

#### 15.4 BUDGET

- 15.4.1 Consulting Teachers will receive a stipend of \$2,000 each per Participating Teacher prorated for months of actual service with six (6) months being a complete term of service.

#### 15.5 CONFIDENTIALITY

- 15.5.1 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Consulting Teachers may disclose such information only as necessary to administer the Program as defined in this article.

#### 15.6 INDEMNIFICATION

- 15.6.1 The District shall defend and hold harmless individual Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this Program.

ARTICLE XVI  
NEGOTIATIONS PROCEDURES

- A. Negotiations shall take place at mutual agreeable times and places.
- B. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties prior to adjournment of the meeting at which the agreements are reached.
- C. In any calendar year in which the Association and the District have the right to negotiate, the Association will present its initial bargaining proposal to the District at either the February, March, or April Board meeting (prior to the contract year in question).

## ARTICLE XVII

## SAVINGS

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

ARTICLE XVIII  
MISCELLANEOUS

If any employee wishes to seek early retirement, the District and Association may agree to develop an early retirement policy at that time.

ARTICLE XIX  
SCHOOL SAFETY

- A. Safety is a shared responsibility. It is the district's responsibility to provide a safe working environment for the staff. If teachers have safety concerns the first step is to resolve it at the site level. The second level of support would be with the district administration. If it cannot be resolved through informal discussion the grievance procedure may be used to resolve the issue.
  
- B. The AVTA will provide two (2) representatives to the district safety committee.



## ARTICLE XX

### ADULT SCHOOL

It is understood by all parties that should the relevant Article of the Collective Bargaining Agreement be opened by either party, the corresponding section of this article would automatically be open. For instance, if Article VII – Wages is opened, then section XX.1 would be part of that negotiations without either party having to use another reopener. Section XX.2 equates to Article VI – Hours of Employment. Section XX.3, Article XI – Leaves. Section XX.4, Article XII – Procedures for Certificated Employees Evaluation.

#### **XX.1-Salary Schedule**

XX.1.1 See attached salary schedule effective July 1, 2011

#### **XX.2-Paid Designated Work Hours**

- XX.2.1 A full-time adult school assignment is 35 hours per week of instructional time and preparation time, excluding a 30 minute duty free lunch period. The configuration of the work week shall be determined by the Adult Program Administrator in consultation with the teacher.
- XX.2.2 Adult Education teachers will be paid at the appropriate hourly rate for the instructional time, preparation time, and staff meetings which will be specified by the District with the employee prior to the commencement of the Adult Education class.
- XX.2.3 Prep time for Adult Education teachers will be paid for 48 minutes (0.8 hours) of prep time for every four (4) hours of instructional time (12 minutes prep per hour instructional time)
- XX.2.4 Staff meetings will be held at determined by the Adult Program Administrator and will be paid at the hourly rate.
- XX.2.5 Adult School assignments will be determined each semester. Classes may vary from one semester to the next. When the schedule is finalized a worksheet shall be given to the teacher

specifying hours taught and the prep hours for the courses. This will allow the district to determine the monthly salary payment for the semester. If a class is dropped or added during the semester, an adjustment in the salary will be made. Since faculty meetings are on an as-needed basis, teachers will submit a monthly time card and that time will be paid as extra-duty time on the supplementary payroll.

### **XX.3 – Sick Leave**

XX.3.1 Adult Education teachers under contract will accrue sick leave based on their total paid hours compared to a 7 hour work day. When a contracted Adult Education teacher is absent, a deduction that reflects the class time, plus a prorated amount of prep time, will be deducted from any accrued sick leave to cover the sick leave absence.

Example: If the Adult Education teacher is working 3.5 hours on two days and 2.0 hours on two other days and is sick on one of the 2.0 hour days, he/she would get 2.0 hours of sick leave for that day plus 24 minutes (half of 48 minutes for each 4 hours teaching for prep or 12 minutes per hour of teaching) for prep. Then, if the teacher were sick for one of the 3.5 hour days – he/she would get a 3.5 hour sick day and 42 minutes of prep (3.5 x 12). In the scenario described, the teacher is working 80% of the school days – so she would get 8 of 10 sick days.

### **XX.4 – Evaluation**

XX.4.1. The timelines and general provisions of Article XIII – Procedures for Certificated Employees Evaluation shall be the same for Adult Education teachers as for other Unit Members; however, rather than use the California Standards for the Teaching Profession and the regular evaluation forms, the adult education teacher and supervisor shall mutually determine the criteria and goals for evaluation.

## ARTICLE XXI

## TERM

- A. This contract shall be in effect from July 1, 2016 to June 30, 2019.
- B. In non-successor contract years of this Agreement, the Anderson Valley Teachers' Association and the District shall have the right to re-open negotiations on any two (2) articles of choice plus salary and fringe benefits on an annual basis.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date written below.

ANDERSON VALLEY TEACHERS ASSOCIATION/CTA/NEA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Negotiator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Negotiator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Negotiator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Negotiator

ANDERSON VALLEY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, Board of Trustees

ADULT SCHOOL  
CERTIFICATED HOURLY SALARY SCHEDULE

Effective July 1, 2016 School Year

Step 1	\$ <u>31.18</u>	BA + 30 units
Step 2	\$ <u>31.77</u>	BA + 45 units
Step 3	\$ <u>32.37</u>	BA + 60 units
Step 4	\$32.99	BA + 75 units
Step 5	\$ <u>33.62</u>	BA + 90 units
Step 6	\$ <u>34.25</u>	Masters

For 2016-17, 2017-18, and 2018-19 this salary schedule shall be set and remain unchanged. Thereafter, the schedule shall adjust by the same percentage applied to the regular salary schedule.

Note: Hourly salary placement on the adult school salary schedule is determined by certificated employee's level on the current regular certificated salary schedule. If not a regular employee of the Anderson Valley Unified School District, and for placement above Step 1 per hour, the Personnel Office requires that the following be verified and on file: certificated application, copy of the credential, transcript(s) verifying post B.A., upper division, semester units, and letter(s) of verification of experience. A regular employee of the Anderson Valley Unified School District assigned to Adult School shall be paid according to the regular certificated salary schedule. All employment is subject to approval by the Board of Trustees.

Note: Step placement on the Adult School Salary Schedule is determined by credential(s) held by teacher. Proof of credential and transcript(s) verifying post B.A. upper division semester units must be presented to the personnel office before placement on the adult school salary schedule can be made.

## EXHIBITS

- A. Personal Necessity Leave Request
- B. Anderson Valley Unified School District Certificated Salary Schedule
- C. Sabbatical Leave Application/Agreement
- D. Physician's Verification of Treatment Form
- E. Contract Grievance Form
- F. Evaluation Form
- G. California Peer Assistance and Review Program for Teachers
- H. Willie Brown Act
- I. Extra Duty Log
- J. CPT Log

EXHIBIT A

ANDERSON VALLEY UNIFIED SCHOOL DISTRICT

PERSONAL NECESSITY LEAVE REQUEST

Contract: Article XI, Section 4 (a)

In any school year, up to six (6) days leave of absence for sick leave may be used by the employee, at his/her election, for any of the following:

- \_\_\_\_\_ Accident or illness involving his/her person or the person of a member of his/her immediate family.
- \_\_\_\_\_ Personal property emergencies such as flood, fire, theft or disaster to the property of the employee or his/her spouse.
- \_\_\_\_\_ Personal legal matters such as appearance in court as a litigant or a subpoenaed witness.

OTHER PERSONAL REASONS

Contract: Article XI, Section 4 (b)

In any school year, up to three days of personal necessity leave may be used by the employee for other personal reasons, No more than one of these days may be adjacent to a holiday. These days must be requested in writing in advance and may be denied because of staffing constraints. Inservice days may not be taken for personal necessity leave. Days beyond the scope of these guidelines shall be taken as non-paid days. **Early application is advised.**

\_\_\_\_\_ Other personal reasons

Name (Please Print): \_\_\_\_\_

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

\_\_\_\_\_ Approved  
 \_\_\_\_\_ Denied

Supervisor's Signature: \_\_\_\_\_

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

**THIS FORM MUST BE ATTACHED TO YOUR ABSENCE FORM**

EXHIBIT B

Anderson Valley Unified School District Certificated Salary Schedule

Adopted: January 14, 1997  
Amended: October 11, 2016



EXHIBIT C

ANDERSON VALLEY UNIFIED SCHOOL DISTRICT

SABBATICAL LEAVE APPLICATION/AGREEMENT

Name: \_\_\_\_\_ Years of Service in District: \_\_\_\_\_

Proposed Purpose of Leave:

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Duration: \_\_\_\_\_ to \_\_\_\_\_

The employee has read and agrees to all provisions of the Sabbatical Leave Section of this Agreement (Article XI, D.)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Bond Posted Date: \_\_\_\_\_

Leave Granted by Board of Trustees (date): \_\_\_\_\_

## EXHIBIT D

ANDERSON VALLEY UNIFIED SCHOOL DISTRICT  
PHYSICIAN'S VERIFICATION OF TREATMENT FORM

## Instructions to Physician:

Please fill out this form by the fifth day of each month as long as our employee (your patient) is physically disabled from performing his/her job. It is the official documentation upon which we issue the monthly paycheck to the employee while he/she is disabled. Employees on maternity leave are eligible to have a physical disability period. Employees on maternity leave are eligible to have additional time off from work, without pay beyond that time certified by you.

Patient's Name: \_\_\_\_\_ Date of this report: \_\_\_\_\_

Physician's name, address and phone number: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby certify that the above named person is under my medical care for the following reason, and that the dates and boxes checked below reflect my medical assessment of his/her ability to return to work:

Type of Physical Disability: \_\_\_\_\_

Check appropriate area:

- In maternity cases, expected date of birth of child: \_\_\_\_\_
- Beginning date of actual physical disablement when employee would not have been able to work: \_\_\_\_\_
- In maternity cases, actual date of birth of child, if known at this time: \_\_\_\_\_
- The patient continues to be under my care and is physically unable to return to work at this time.
- The patient was/is physically able to resume work on: \_\_\_\_\_

Physician's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT D.1

## California Pregnancy Leave Integrated with FMLA and CFRA

**Family Medical Leave Act (FMLA)**

Employees with at least one year of service are eligible for 12 weeks of job-protected leave with benefits for pregnancy-related disability and to care for a newborn.

**California Pregnancy Disability Leave (PDL)**

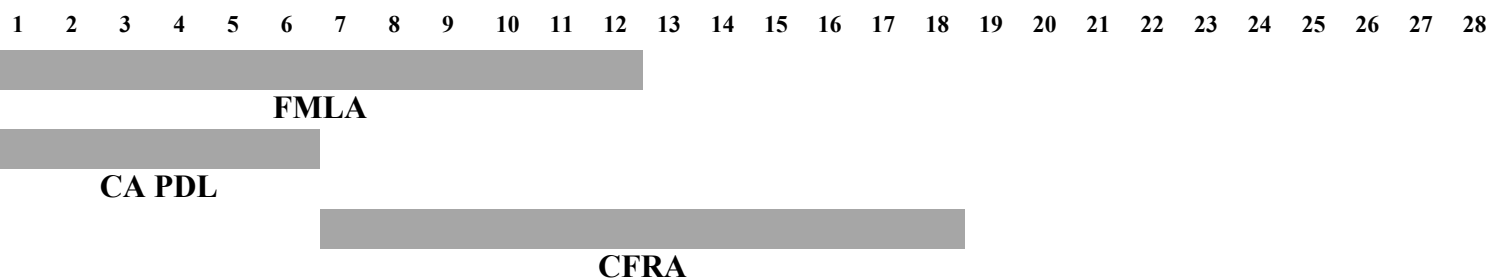
All employees are eligible for up to 16 weeks of job-protected leave for pregnancy-related disability only. Benefits are not required to be paid. Runs concurrently with FMLA.

**California Family Rights Act (CFRA)**

Employees with at least one year of service are eligible for 12 weeks of job-protected leave with benefits to bond with a newborn. Normally runs concurrently with FMLA for non-pregnancy leave. For a pregnancy leave, CFRA begins after the pregnancy disability ends and can be used solely to bond with a newborn. Only requires employer to cover total of 12 weeks of benefits during leave so no benefits are required if 12 weeks have been paid during FMLA

**Example of normal pregnancy with sixteen weeks of disability (max allowed under PDL)**

Leave in weeks:

**Example of difficult pregnancy with sixteen weeks of disability (max allowed under PDL)**

Leave in weeks:

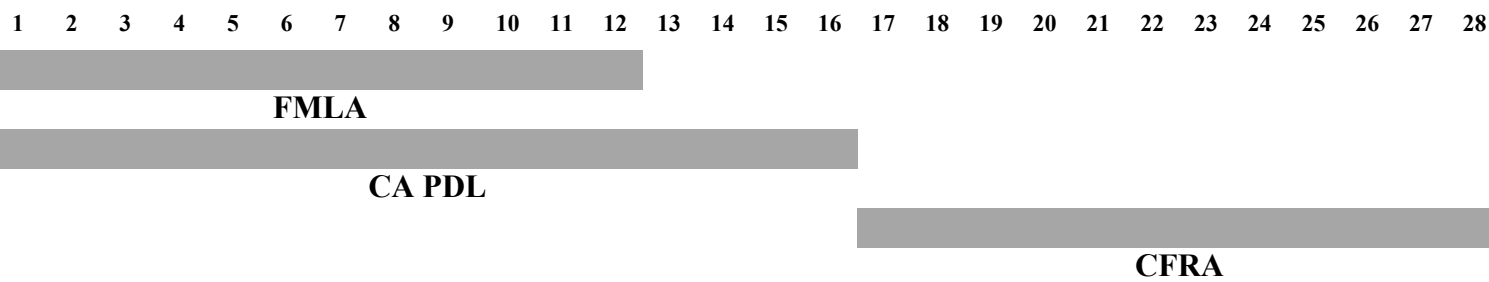


EXHIBIT E  
CONTRACT GRIEVANCE FORM

To: \_\_\_\_\_  
Level of Grievance: \_\_\_\_\_  
Position: \_\_\_\_\_

Date: \_\_\_\_\_  
Name of Grievant: \_\_\_\_\_  
School: \_\_\_\_\_

SPECIFIC SECTION OF AGREEMENT ALLEGEDLY VIOLATED AND DATE OF ALLEGED VIOLATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CIRCUMSTANCES INVOLVED (NAMES, PLACES, TIMES): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DECISION RENDERED AT INFORMAL CONFERENCE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FURTHER COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*The signature below indicates receipt of grievance and does not indicate agreement with grievance.*

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

*This level of grievance must be responded to by the District on or before \_\_\_\_\_ (date).*

*This level of grievance must be responded to by the grievant on or before \_\_\_\_\_ (date).*

## EXHIBIT F

## ANNUAL EVALUATION FOR CERTIFICATED PERSONNEL

**The AVUSD teacher evaluation process is designed to:**

- Provide a consistent, structured opportunity to develop excellence in teaching
- Respond to information outlined in the Four Domains for the Teaching Profession
- Document teacher performance

**The evaluation process includes multiple sources of information:**

1. Goal Setting conference
2. formal observation
3. On-going interaction and informal observation
4. Student performance/growth based on multiple measures
5. Self Review

**1. Goal Setting Conference**

- a. The person to be evaluated will meet with the administrator in a conference to discuss goals for the year. These goals should reflect teacher -selected (based on Self Review), annual site or program goals, and areas of concern identified by the administrator.
- b. At the goal setting conference, the evaluator and teacher will review and discuss the Assessment Criteria described in the developmental scales of the 4 Domains for the Teaching Profession.

**2. Formal Observation(s)**

- a. Pre-Observation Conference(s)
  - a. The person to be evaluated will meet with the administrator in a pre-observation conference to discuss the goals for the observation.
  - b. Review the Instruction Plan and Reflection Form and Assessment Criteria
- b. Before the Observation
  - a. The teacher completes the pre -observation column of the Instruction Plan (left hand column) and makes it available for the evaluator at the time of the observation.
- c. The Observation
  - a. The evaluator will observe at least twice annually for temporary, probationary, and teachers on plans for improvement.
  - b. Tenured teachers will be observed every two years.
  - c. The observation notes will be attached and available for review.
- d. Post Observation Conference
  - a. The evaluator and the teacher will use the reflection questions on the Instruction Plan to focus discussion after the observation.
  - b. The evaluator and teacher will meet to review their observation results as noted on the Assessment Criteria. Both the evaluator and the teacher will complete a copy of the Assessment Criteria in preparation for the meeting.

**3. On-going interaction and informal observation**

- a. Those items in the Assessment Criteria not directly observable during formal observation will be documented through additional sources of information.

Adopted: January 14, 1997

Amended: October 11, 2016

- b. Suggested sources for information are noted in each Domain.
- c. The Assessment Criteria overview page should be used to document this information.

**4. Student performance based on multiple measures**

- a. Student growth is demonstrated in the curricular areas identified as site priorities/goals.
- b. Each site will develop an instrument to document measurable student growth.

**5. Self Review**

- a. The Self Review may be completed with all staff at the end of the school year.
- b. It may include: accomplishments, challenges, and plans/targets for the following school year.

**A final summary evaluation meeting will be conducted to review all aspects of the evaluation**

**In the event of an unsatisfactory evaluation, the teacher may:**

- Respond in writing within 7 working days
- Be given an opportunity for a second evaluation with a second observation
- Work with a PAR (Peer Assistance and Review) colleague of the teacher's choice to focus on the area of need.

**Note:** This documentation is a work in progress. The process will be re-evaluated on an annual basis by a team comprised of an administrator, teacher and Board Member. For a period of three years, this item will automatically be re-negotiated.

Revised 6/12/02

Anderson Valley Unified School District  
Annual Evaluation

School Year: 20\_\_ - 20\_\_

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

Probationary                       Permanent                       Temporary

Evaluator: \_\_\_\_\_

Date of Evaluation Review Conference: \_\_\_\_\_

This evaluation is based in part on formal observations conducted on the following dates:

Observation Dates	Post Observation Conference Dates

In addition to the observation reports, relevant sources of documentation of performance are attached and/or cited.

**SUMMARY OF PERFORMANCE**

CRITERIA	PERFORMANCE EVALUATION
A. Domain: Organizing Content Knowledge for Student Learning	Meets Standards: <input type="checkbox"/> Yes <input type="checkbox"/> No Indicators:
B. Domain: Creating and Environment for Student Learning	Meets Standards: <input type="checkbox"/> Yes <input type="checkbox"/> No Indicators:
C. Domain: Teaching for Student Learning	Meets Standards: <input type="checkbox"/> Yes <input type="checkbox"/> No Indicators:
D. Domain: Teacher Professionalism	Meets Standards: <input type="checkbox"/> Yes <input type="checkbox"/> No Indicators:

**SUMMARY STATEMENT:**

Adopted: January 14, 1997  
Amended: October 11, 2016

Meets standards in all areas:  Yes  No

**RECOMMENDATIONS:**

_____ Person Being Evaluated Signature	_____ Date
_____ Evaluator Signature	_____ Date

The Staff member's signature on this form represents neither acceptance nor approval of the report. It indicates that the staff member has reviewed the report in conference with the evaluator. The staff member may reply, in writing, within 7 working days of the date the report is signed by the evaluator. The staff member's statement should be in duplicate and attached to this form.

**COMMENTS ATTACHED:**  Yes  No



## ANDERSON VALLEY UNIFIED SCHOOL DISTRICT

## End of Year Self Review

Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_

*Please reflect on the following areas for the school year and project targets for next year. You may want to refer to the teacher performance assessment criteria, which includes such areas as: organizing content knowledge for student learning, creating an environment for student learning, instructional practices, and professional growth.*

1. Accomplishments:

2. Challenges:

3. Projected goals for next year:

## EXHIBIT G

CALIFORNIA PEER ASSISTANCE AND REVIEW  
PROGRAM FOR TEACHERS

## Introduction

Assembly Bill 1X (Chapter 4, Statutes of 1999) establishes the California Peer Assistance and Review (PAR) Program for Teachers to allow exemplary teachers to assist veteran teachers who need to develop their subject matter knowledge, teaching strategies, or both. Under this program, Anderson Valley Unified School District has accepted state funds and has negotiated the program's development and implementation with the Anderson Valley Teacher Association.

## Requirements for PAR Programs

As a locally developed program, the following PAR requirements are mandated under EC section 44500(b):

5. Teachers who receive an unsatisfactory performance evaluation on their biennial evaluation must participate;
6. Performance goals for an individual teacher must be in writing, clearly stated, aligned with pupil learning, and consistent with teacher evaluation guidelines specified in Education Code section 44662;
7. Assistance and review must include multiple observations of a teacher during periods of classroom instruction;
8. A cooperative relationship between the consulting teacher and the principal is strongly encouraged;
9. Sufficient staff development activities must be provided to assist a teacher to improve his or her teaching skills and knowledge;
10. A monitoring component with a written record must be included;
11. The final evaluation of a teacher's participation in the program must be made available for placement in the teacher's personnel file.

## Consulting Teachers [EC section 44501]

Individuals who provide assistance are referred to as "consulting teachers". Under AB 1 X, the consulting teacher must:

12. Be a credentialed classroom teacher with permanent status;
13. Have substantial recent experience in classroom instruction; and
14. Have demonstrated exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, and a mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

## Governance Structure [EC section 44502]

The Anderson Valley PAR program includes a joint teacher and administrator peer review panel at the Elementary and High School sites. The majority of the panel must be composed of certificated classroom teachers chosen to serve on the panel by other certificated classroom teachers. The remainder of the panel must be composed of school administrators chosen to serve on the panel by the school district. The leadership teams from each site will select these panels. The leadership teams will determine numbers of staff to serve on the panel.

The panel shall:

Adopted: January 14, 1997  
Amended: October 11, 2016

15. Select consulting teachers by the majority vote of the panel. The selection will be based in part on classroom observations of the candidates;
16. Review peer review reports prepared by consulting teachers;
17. Annually evaluate the impact of the PAR program in order to improve the program;
18. Make recommendations to the administration regarding the use of funding under the PAR program. The following may be considered:
  6. Programs previously funded under mentor programs;
  7. Beginning Teacher Support and Assessment Program (BTSA);
  8. California Pre-Internship Teaching Program;
  9. A district sponsored Peer Support Program. This program is not part of the evaluation process but is for teacher growth and all teachers are encouraged to participate.
  10. Professional development and other educational support activities;
  11. Any program that supports training and development of new teachers;
  12. The district may use no more that 5 percent of PAR funding for administrative expenses.

## EXHIBIT H

PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT  
(STRS Reduced Workload Program - AKA Willie Brown Act)

To be eligible to participate in this program, Unit Members must be age fifty-five (55) or older; have been employed full-time for a minimum of ten (10) years in a position requiring a California State Teacher's Retirement (STRS) membership, and have been employed full-time in a position requiring STRS membership five (5) consecutive years immediately prior to entering the program. For the purposes of this article, sabbatical and other Board approved leaves of absence shall not constitute a break in service.

Reduced teaching service under this program may not be less than one-half (1/2) of the service required by the Unit Member's contract of employment during her/his previous year of service in a full-time position as an STRS member.

Reduced service may be one-half (1/2) of a daily schedule or full-time for at least one-half (1/2) of the school year, as determined by the District. The Unit Member shall be paid a salary, which is the pro-rata share of the salary Unit Member would be earning had the Unit Member not elected to exercise the option of part-time employment. Unit Member shall be entitled to receive the same insurance coverage for which Unit Member qualifies, which are provided full-time members of this representation unit. Unit Member shall also retain all other rights and benefits, including seniority, for which Unit Member makes the payments what would be required if Unit Member remained in full-time employment.

The participant and the District agree to submit contributions to STRS based on the compensation, which would be earned for full-time service.

1. Application Deadline
  - Application to participate in this program must be made to the District Office no later than March 1<sup>st</sup>, of the school year preceding the desired year of participation. This application deadline may be waived by the District.
2. Number of Participants
  - The number of participants shall be determined by the District
3. Criteria for Selection
  - The criteria for selection of eligible applicants shall include Unit member interests, experience, education, training and length of District service, and the program and staffing needs of the District. Participation in the program is limited to a maximum of ten (10) years.
4. Memorandum of Understanding regarding Participation
  - The assignment of any participant shall be jointly developed by the Unit Member and the District pursuant to a written agreement (Memorandum of Understanding).
  - The memorandum of understanding between the District and the Unit Member will record the duration of the program mutually agreed upon by the two parties.
  - Participation in the program is limited to a maximum of ten (10) years.
  - Specifics of the Reduction of Service (percent of time reduced).
  - The employee's status at the termination of the agreement.
5. Termination by Mutual Consent

Adopted: January 14, 1997

Amended: October 11, 2016

- Termination of participation in this program may be made only upon mutual consent of the District and the Unit Member

EXHIBIT I  
EXTRA DUTY LOG

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

Year: \_\_\_\_\_

Date	Hours Spent	Extra Duty Activity - Briefly Describe and Identify Category from list below	Admin. Approval (as needed)

Category:

1. Participation in regular committee meetings: Site Council, Leadership, PTA, and others approved by the administration.
2. Primary organizer for Science Fair, Language Night, 19<sup>th</sup> Century Dinner and other after school curricular events.
3. Jr. High and High School class advisor activities such as fundraising and planning with students.
4. Gate Duty at games
5. Chaperoning at dances
6. Weekend and overnight field trip supervision (maximum allowance of 6 hours may be claimed per person per trip).
7. Translating
8. Other, with prior approval from site administrator - describe clearly

Adopted: January 14, 1997  
Amended: October 11, 2016

