

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,” is entered into 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

- 1.1. The District recognizes the Association as the exclusive representative for employees in the Certificated Unit.
- 1.2. 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.
- 1.3. This Agreement applies only to employees in the above described representation unit.

ARTICLE II

DISTRICT RIGHTS

- 2.1. 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.
- 2.2. The District shall make rules and regulations pertaining to employees consistent with the Agreement.
- 2.3. 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 Emergencies are temporary and once ended, any portion of the contract which has been rescinded shall be reinstated.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

- 3.1. 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.
- 3.2. Professional Dues and Payroll
 - 3.2.1. Any unit member who is a member of the AVTA/CTA/NEA or who has applied for membership may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessment of the Association. Pursuant to notification of 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.
 - 3.2.2. The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.
 - 3.2.3. 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.
- 3.3. Personnel Files
 - 3.3.1. Placement of Materials
 - 3.3.1.1.1. 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

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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.

3.3.2. Who places material in the file

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

3.3.3. Access to file

3.3.3.1. 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.

3.3.3.2. 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.

3.3.3.3. A log of access beyond normal update of materials will be kept by the district office and attached to the file.

ARTICLE IV

ASSOCIATION RIGHTS

- 4.1. 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. The Association's use may not interfere with District operations.
- 4.2. 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. The Association's use may not interfere with District operations.
- 4.3. 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. The Association's use may not interfere with District operations.

ARTICLE V

WORK YEAR

- 5.1. 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:
 - 5.1.1. 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.
 - 5.1.2. 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.
 - 5.1.3. 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.
 - 5.1.4. One day shall be scheduled for the last day of the school calendar and shall be 50% site meetings and 50% teacher work time.
- 5.2. 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.
 - 5.2.1. The calendar will specify:
 - 5.2.1.1. beginning and ending dates of school year;
 - 5.2.1.2. placement of in-service or staff development days;
 - 5.2.1.3. placement of discretionary holidays;
 - 5.2.1.4. placement of minimum days;
 - 5.2.1.5. Term dates.

- 5.2.2. 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.
- 5.2.3. Every effort will be made by the school board to approve the final calendar at the March board meeting.

5.3. Work Year for Counselors

- 5.3.1. 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:
- 5.3.2. Up to four (4) 4 days will be involved in and/or providing staff development for other certificated staff of District;
- 5.3.3. Five (5) or more days will be scheduled after student instruction ends for student related issues, scheduling, testing, and summer school planning;
- 5.3.4. Six (6) or more days will be scheduled prior to the start of the school year for scheduling, testing, and other student-related issues.

5.4 Agriculture Teacher

- 5.4.1 The Agriculture Teacher shall have one period assigned as a Supervised Agriculture Projects class

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.

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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 (stipend 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

7.1. Salary Payments

- 7.1.1. 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.
- 7.1.2. Extra duty payments shall be made on supplemental payroll paid on the 10th of each month.

7.2. Salary Schedule Provisions

- 7.2.1. The District will make the initial placement of new teachers on the salary schedule.
- 7.2.2. 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.
- 7.2.3. 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.
- 7.2.4. An experience step shall mean active teaching experience (75% of a contract year).
- 7.2.5. Semester units or their equivalent serve as the basis for granting credit.

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- 7.2.6. 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 in-service shall equal one (1) semester unit.
- 7.2.7. A grade of “B” (or better) or “Pass” must be earned for the units to count for salary increment purposes.
- 7.2.8. After initial employment with the District:
 - 7.2.8.1. 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 in-service on their time they may receive professional development salary credit.
 - 7.2.8.2. Criteria for Evaluation of In-service: 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)
 - 7.2.8.3. Placement in “Column F: Masters” of the salary schedule shall occur at the beginning of the contract year following the contract year during which a unit member receives a Master’s Degree. Advancement to Column F does not require review or approval of the Professional Development Review Committee.
- 7.3. Upper Division Courses in your Field
- 7.4. Courses or Workshops that are designed to Improve Instruction
- 7.5. Instruction in technology related to Education
- 7.6. Classes or Workshops related to student health, safety, student development

- 7.6.1. 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.
 - 7.6.2. No more than 225 hours of approved in-service may be credited in any one school year (one college semester unit equals fifteen hours of non-credited in-service). Units or hours of in-service must be approved prior to May 30th 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.
 - 7.6.3 Site Administrators or Superintendent can approve professional development activities. All timelines noted above remain in effect.
- 7.7. Salary Schedule (See EXHIBIT B) Parties entered into pursuant Ed. Code Section 45028(b).
- 7.7.1. 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.
 - 7.7.2. 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.
 - 7.7.3. Teachers with a BCC (Bilingual Competency Certificate), BCLAD or a Bilingual Multiple Subjects Credential will receive a stipend of \$500.
 - 7.7.4. 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.
 - 7.7.5. All stipends will be paid upon the completion of the activity.

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- 7.7.6. Smaller duties which require less than 35 hours may be reimbursed according to Article VI, H - Extra Duty.

7.8. Part-Time Teachers

- 7.8.1. 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)
- 7.8.2. (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)

7.9. Supplementary Pay will be approved by the Superintendent or his/her designee in advance of work.

- 7.9.1. The Driver's Training teacher(s) shall be paid California Minimum Wage per hour behind the wheel with students.
- 7.9.2. 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.
- 7.9.3. Compensation for non-instructional work requiring the services of a credentialed teacher shall be at the step one, column one hourly rate.
- 7.9.4. Other supplementary pay positions may be negotiated through the stipend clause (Article VII-C.2.) of this contract.
- 7.9.5. Supplemental pay positions will not increase an employee's F.T.E.

7.10. Deduction from Payroll

- 7.10.1. 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.

7.11. Health and Welfare

- 7.11.1. Effective July 1, 2022, Parties agree to disband the Health Care Side Fund and move the \$500 to the salary schedule for a one-time increase. The employee shall contribute \$1,200 toward the cost of medical, dental, and vision benefit premiums, after which the District shall contribute an amount not to exceed \$16,246 per year. Any remaining balance beyond a total of 17,446 shall be paid by the employee.

Staywell Health Plan (Staywell) premiums may be discounted when two eligible Anderson Valley Unified School District (District) employees are a married couple or domestic partners. The District and the Anderson Valley Teachers Association (Association) hereby agree, until and unless otherwise agreed, that when StayWell grants the District such a discount, only one of the two affected employees will contribute \$1,200.00 toward the cost of StayWell premiums pursuant to Article 7.11.1 of the collective bargaining agreement (Agreement).

- 7.11.2. The current medical plan offered by the District is the Staywell medical plan and is governed by policies of the Mendo-Lake Medical foundation.
- 7.11.3. This section will be implemented as stated for employees working 50% to 84% F.T.E. The District contribution for part-time employee's health plan premium shall be prorated on the ratio of their assignment to F.T.E.
- 7.11.4. Pursuant to current Staywell Bylaws, new employees that meet eligibility guidelines to qualify for Staywell benefits will have a 30-day waiting period to qualify for said benefits. Benefits will become effective on the first day of the month following the required 30-day waiting period. Employees shall be covered until that date subsequent to their departure from the district.

7.12. Medicare

- 7.12.1. This program for certificated employees will begin January 1, 1990, for employees previously not covered by the program (hired prior to January 1, 1987).
- 7.12.2. 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).
- 7.12.3. As of January 1, 1991, the premium costs for all certificated employees shall be split equally between the district and employee.
- 7.12.4. Part “B” Doctor may be purchased by retirees according to Staywell policy.

7.13. Health Reimbursement Account

- 7.13.1. The AVUSD Health reimbursement fund will be removed effective July 1, 2022 and a one-time contribution of \$500 will be placed on the salary schedule.

- 7.14. 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

8.1. Long Term Substitutes

- 8.1.1. 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

8.2. Openings - Advertisement and First Consideration

- 8.2.1. 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, at the District's discretion 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.
- 8.2.2. Existing personnel shall be given first consideration for any open stipend or supplementary pay position in the district.

8.3. Interviews and Review of Applications

- 8.3.1. 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.
- 8.3.2. 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.

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

8.4. Effects of Layoff

- 8.4.1. 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. If no sick or personal days are available, District will grant one (1) paid personal day.

Article IX

Assignment, Reassignment, Transfer

- 9.1. The District Superintendent or his/her designee shall assign all unit members to positions in which they are to serve.
- 9.2. 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.
 - 9.2.1. A transfer is the movement of a unit member from one work location to another
 - 9.2.2. 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.
- 9.3. Voluntary Re assignment or Transfer
 - 9.3.1. 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. Transfer made at District discretion for the educational benefit of the entire District. District will provide a letter outlining the reason for the denial of the transfer.
 - 9.3.2. If two or more members apply for a transfer for a vacancy the district shall use the following prioritized criteria:
 - 9.3.2.1. Credentials and certification of the unit member
 - 9.3.2.2. Training, years of experience and documented skills and abilities of the unit member related to the position
 - 9.3.2.3. Impact to the educational program (e.g. the number of people having to switch teaching assignments)

Adopted: January 14, 1997

Amended: July 1, 2022

- 9.3.2.4. Seniority of the unit member
- 9.3.2.5. Major and minor fields of study and advanced degrees related to the position
- 9.3.3. 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
- 9.4. Involuntary transfer or re-assignment
 - 9.4.1. 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:
 - 9.4.1.1. Excess staff
 - 9.4.1.2. Modifications, relocations, additions or deletions of programs and/or specific curriculum needs
 - 9.4.1.3. A need for specialized skills
 - 9.4.1.4. 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.
 - 9.4.1.5. School closure or opening or health and safety issue.
 - 9.4.1.6. Documented or corroborated staff friction not based solely on hearsay.
 - 9.4.2. If an opening occurs to which a person must be involuntarily transferred, the following non-prioritized criteria will be used:
 - 9.4.2.1. Credentials and certification of the unit member

- 9.4.2.2. Training, years of experience and documented skills and abilities of the unit member related to the position
 - 9.4.2.3. Impact to the educational program (e.g. the number of people having to switch teaching assignments)
 - 9.4.2.4. Seniority of the unit member
 - 9.4.2.5. Major and minor fields of study and advanced degrees related to the position
- 9.4.3. 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.
- 9.4.4. 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.
- 9.4.5. 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.
- 9.4.6. 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.
- 9.4.6.1. 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.

- 9.4.6.2. 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.

9.5. Notification of Assignment

- 9.5.1. 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.

9.6. Seniority

- 9.6.1. 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):

- 9.6.1.1. Years of experience both outside and inside the District.

- 9.6.1.2. Number of units accepted by the district.

- 9.6.2. 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:

- 9.7. 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

10.1. The maximum number of students attending a class with one teacher for any given time shall be as follows:

10.1.1. Elementary Level (Grades K-6)

10.1.1.1. Single Grade Level Class – 28

10.1.1.2. Combination Grade Class – 24

10.1.2. Secondary Level (Grades 7-12)

10.1.2.1. 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.

10.1.2.2. Except for physical education, no teacher will have in excess of thirty-five students in more than one (1) academic period per day.

10.1.2.3. For physical education classes, no teacher will have in excess of 38 students in each class and student load shall not exceed (185).

10.2. For the first 10 days of school, any class or teacher's enrollment may exceed the stated maximum by five (5) students as enrollments are fluctuating during the school start period. On the eleventh (11th) day after school start that any class or teacher's student load exceeds the stated maximum by two (2), or throughout the school year when the class roster is over by two (2) students, the school site administrator will take the following steps:

10.2.1. 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.

- 10.2.1.1. Should no agreement be reached by consensus of all parties, the numbers shall be brought into alignment with the above, or
- 10.2.1.2. 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.
 - 10.2.1.2.1. The District will advertise for a 3.75 hour assistant to come to the affected class or work with the affected teacher every day, 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.
 - 10.2.1.2.2. 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.
 - 10.2.1.2.3. If none of the above actions can be implemented due to a lack of applicants or other factors, the teacher will be paid \$10 per extra student per day for elementary teachers and \$10 per block period (four periods in a day) for secondary teachers or \$5 per period (traditional seven period) for secondary teachers. Teacher is responsible for filing the paperwork within the monthly time card period as directed by the Business Manager. No retroactive fees will be paid for timecards which are not turned in as required by the schedule.
 - 10.2.1.2.4. The per student fee of 10.2.1.2.3 will be paid to teacher as soon as a class is over the roster limit, while a mitigation solution is being developed by the District. In order to receive payment, the student must be registered and attend at least one day in person in order to be counted. When a child is no longer in the class or has been dis-enrolled, no further payment is due.

- 10.3. On the day that any class exceeds the maximum occupancy for fire safety, the school site administrator will take the following actions:
 - 10.3.1. Reduce the class size back within maximum occupancy limits for fire safety, or
 - 10.3.2. Move the class to a room that will be within the maximum occupancy limits for fire safety.
- 10.4. For classes with stations, but no fire safety maximum, the class size shall not exceed the number of stations by more than two students.
- 10.5. 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.

11.1. Compensated Leaves of Absences

11.1.1. Sick Leave for Medical Appointments

11.1.1.1. 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.

11.1.1.1.1. Employee emergency medical appointments or medical appointments which cannot be scheduled outside the normal teaching day may be covered under sick leave.

11.1.1.1.2. The District may, at its discretion, 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.

11.1.1.2. 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.

Adopted: January 14, 1997

Amended: July 1, 2022

- 11.1.1.3. 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 pay more than 50% of their actual daily rate.
- 11.1.1.4. Sick leave shall be accumulated and counted toward retirement to the extent permitted by STRS.
- 11.1.1.5. 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.
- 11.1.1.6. 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.
- 11.1.1.7. 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.

11.1.1.8. 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.

11.1.2. Pregnancy Disability Leave

11.1.2.1. An expectant unit member shall file a statement from her health care provider no later than the fourth (4th) 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.

11.1.2.2. 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.

11.1.2.3. 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.

11.1.2.4. 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.

- 11.1.2.5. 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.

11.1.3. Maternity/Paternity/Child Bonding Leave

- 11.1.3.1. 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.

- 11.1.3.2. This leave shall be granted in accordance with the provisions of the Education Code and other applicable law subject to the following conditions:

- 11.1.3.2.1. 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.

- 11.1.3.2.1.1. 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.

- 11.1.3.2.1.2. If both parents are employees of the District, both qualified employees shall be entitled to 12 work weeks of leave unless the law requires more.
- 11.1.3.2.1.3. Eligibility for this leave shall be in accordance with the above noted statues and applicable regulations.
- 11.1.3.2.1.4. 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.
- 11.1.3.2.1.5. Intermittent use of such leave is subject to applicable law and regulations.
- 11.1.3.2.2. 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.
- 11.1.3.2.3. 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.
- 11.1.3.3. 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.

11.1.4. Bereavement Leave of Absence

- 11.1.4.1. 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.
- 11.1.4.2. 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.
- 11.1.4.3. 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.
- 11.1.4.4. Requests for bereavement leave shall be made to the District Office through the site Principal.

11.1.5. Personal Necessity Leave

- 11.1.5.1. In any school year, up to seven (7) days leave of absence for sick leave may be used by the employee, at his/her election, for any of the following:
 - 11.1.5.1.1. accident or serious illness involving his/her person or the person of a member of his/her immediate family;
 - 11.1.5.1.2. personal property emergencies such as flood, fire, theft or disaster to the property of the employee or his/her spouse; or
 - 11.1.5.1.3. personal legal matters such as appearance in court as a litigant or a subpoenaed witness.

11.1.5.2. 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.

11.1.5.3. 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.

11.1.5.3.1. 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.

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

11.1.6. Jury Duty Leave

11.1.6.1. Any certificated employee may be absent from duty to serve as juror or court witness and official court order without loss of pay. Fees paid the employee for such services shall immediately upon receipt be made payable to the school district. The court's mileage reimbursement will not be paid to the district. The District will require a service note from the court or summons for all portions of the jury duty. Certificated members will provide sub plans for the days serving on jury duty.

11.2. Uncompensated Leaves of Absence

11.2.1. General provisions for uncompensated leave:

- 11.2.1.1. At the discretion of the Anderson Valley Unified School District Board of Trustees, uncompensated leaves of absence may be granted.
 - 11.2.1.2. Such leave shall be requested in writing by March 1st 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.
 - 11.2.1.3. 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.
 - 11.2.1.4. 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.
 - 11.2.1.5. On or before March 1st 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 30th of that school year.
 - 11.2.1.6. 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.
- 11.2.2. Childcare Leave of Absence
- 11.2.2.1. 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.

- 11.2.2.2. 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.

11.2.3. Short Term Personal Leave of Absence

- 11.2.3.1. 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.

11.2.4. Health Leave of Absence

- 11.2.4.1. 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.
- 11.2.4.2. 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.

11.2.5. Study Leave

- 11.2.5.1. 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.
- 11.2.5.2. A teacher shall apply to the Board for such leave no later than March 10.

11.2.6. Legislative Leave

- 11.2.6.1. The Board may grant a permanent teacher an unpaid leave of absence for the length of his/her term or terms in office.
 - 11.2.6.1.1. A teacher on such leave shall notify the Board of his/her intended return by at least March 1st preceding the school year in which the teacher returns.

- 11.2.6.1.2. 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.

11.3. Compensated Leaves

11.3.1. Industrial Accident or Illness Leave

- 11.3.1.1. Leaves under this provision shall be available to an employee beginning with his/her second contract year.

- 11.3.2. 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.

- 11.3.3. Allowable leave shall not be accumulative from year to year.

- 11.3.4. Industrial accident or illness leave will commence on the first day of absence.

- 11.3.5. 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.

- 11.3.6. 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

- 11.3.7. 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.

11.4. Sabbatical Leave

Adopted: January 14, 1997

Amended: July 1, 2022

- 11.4.1. 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.
- 11.4.2. 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.
- 11.4.3. The leave of absence may be taken for the following periods of time: one semester or one academic year in duration.
- 11.4.4. 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.
- 11.4.5. 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.
- 11.4.6. Applications for Sabbatical leave shall be filed with the District Office on or before February 15 for Sabbatical Leave for the following year.
- 11.4.7. 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.

11.5. 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.

- 11.5.1. Definitions: for the purposes of the Bank,

11.5.1.1. 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.

11.5.1.2. A "day" shall be any day that an employee is expected to work.

11.5.2. Creation

11.5.2.1. Days in the Bank will accumulate from year to year.

11.5.2.2. Days will be contributed to the Bank and withdrawn from the Bank without regard to the rate of pay of the Bank participant.

11.5.2.3. 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.

11.5.3. Eligibility and Contributions

11.5.3.1. All certificated employees on active duty with the District are eligible to contribute to the Catastrophic Illness Bank.

11.5.3.2. Participation is voluntary, but requires contribution to the Bank.

11.5.3.3. Only contributors are eligible to withdraw from the Bank.

11.5.3.4. Employees who elect not to join the Bank upon first becoming eligible may join at the beginning of any school year.

11.5.3.5. The contribution shall be authorized by the employee and continued until canceled by the member.

11.5.3.6. Sick leave authorized for contribution to the Bank shall not be returned.

- 11.5.3.7. Contributions shall be made by the first paycheck of the school year. New employees may contribute within thirty (30) days of beginning work.
- 11.5.3.8. 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.

11.5.4. Withdrawal from the Bank

- 11.5.4.1. 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.
- 11.5.4.2. Bank members must use all sick leave, but not all differential leave available to them before becoming eligible for a withdrawal from the Bank.
- 11.5.4.3. 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.
- 11.5.4.4. 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.
- 11.5.4.5. 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.

- 11.5.5. 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

12.1. Definition of Sharing a Position

12.1.1. One full-time teaching position may be shared by two (2) permanent employees of this District in one of the following configurations:

12.1.1.1. Each will teach every other year

12.1.1.2. Each will teach every other semester

12.1.1.3. Each will teach 2 ½ days a week

12.1.1.4. One will teach 3 days, the other 2 days each week

12.1.1.5. One will teach mornings, the other will teach afternoons.

12.1.2. 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.

12.1.3. 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.

12.1.4. 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.

12.2. Arranging to Share A Position

12.2.1. Teachers wishing to share a position starting the following year must submit their written request to the Board of Trustees by January 15, or if the District is on Winter Break on that date, on the first date of

return to school from Winter Break. One request will be submitted by the two teachers.

- 12.2.2. 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 pre-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.
- 12.2.3. 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
- 12.2.4. Employees making the request shall have the opportunity to support their request in person before the Board, in a session closed to the public.
- 12.2.5. Notification of action on the request will be made in writing within five (5) days following the April Board meeting.
- 12.2.6. This article is not subject to the grievance procedure.

ARTICLE XIII

PROCEDURES FOR CERTIFICATED EMPLOYEES EVALUATION

13.1. Purpose

13.1.1 The principal objective of evaluation is to continue to improve the quality of instruction; therefore, the fundamental premise for a successful evaluation program rests in the reciprocal respect and confidence generated between the evaluator and evaluate.

13.1.2 This Article incorporates specific procedures for the formal and structured evaluation that is scheduled in conformance with CA Ed. Code and the California Standards for the Teaching Profession.

13.2. Areas for Evaluation

13.2.1 Unit members with instructional duties shall be evaluated in the following areas as prescribed by the California Standards for the Teaching Profession (CSTP):

- (I) Engaging and supporting all students in learning;
- (II) Creating and maintaining effective environments for student learning;
- (III) Understanding and organizing subject matter for student learning;
- (IV) Planning instruction and designing learning experiences for all students;
- (V) Assessing student learning;
- (VI) Developing as a professional educator.

13.2.2 Evaluation of unit members with non-instructional duties and responsibilities, including supervisory duties, shall be evaluated separately in accordance with their assignments but within the timelines and procedures as established in this article.

13.2.2.1 Teachers on Special Assignment (TOSAs) shall use Alternative Evaluation as per Article 13.4.

13.2.2.2 Counselors shall use alternative forms (Exhibit G) based on the California Standards for the School Counseling Profession.

13.3. Procedures for Evaluation

13.3.1 The District shall formally evaluate the performance of temporary and probationary unit members, including interns and pre-interns, at least once annually and shall evaluate permanent unit members at least once biannually.

13.3.2 Unit members with permanent status who have been employed at least ten (10) years with the school district; are highly qualified, as defined; and whose previous evaluation merited an exemplary rating upon the administrator's evaluation may be evaluated at least every five (5) years. The certificated employee or the evaluator may withdraw consent at any time.

13.3.3 Unit members to be evaluated during a particular year shall be furnished with a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than September 24 of the year in which the evaluation is to take place.

13.3.4 The unit member and the evaluator responsible for his/her evaluation shall meet for a pre-evaluation conference according to the timelines set forth in the evaluation handbook:

13.3.4.1 Pre-interns, interns and probationary unit members in their first year in the District will meet with the evaluator for a pre-evaluation conference prior to October 1st.

13.3.4.2 Probationary unit members in their second year in the District and permanent unit members will meet with the evaluator for a pre-evaluation conference prior to November 1st.

13.3.4.3 At this conference, the unit member's previous formal evaluations and the evaluation criteria shall be reviewed and major areas of concentration shall be discussed and mutually agreed upon, according to the process described in the handbook. Major areas of concentration shall be derived from items listed on the evaluation criteria. In the case of failure to reach agreement on the major areas of concentration for evaluation, the unit member and evaluator shall:

13.3.4.3.1 Make a good faith effort to resolve the differences themselves.

13.3.4.3.2 If the disagreement persists, the parties may invite a third party to assist in resolving the differences. The third party shall recommend alternatives to the unit member and evaluator.

13.3.4.3.3 If either the unit member or evaluator reject the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.

13.3.4.3.4 The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.

13.3.4.4 During the course of the evaluation period circumstances may change which require modification of the original areas of concentration for evaluation. The unit member may initiate a change of these areas of concentration in a manner prescribed in section 13.3.4.3 above.

13.3.5 The evaluation process shall include the following activities:

13.3.5.1 Scheduled classroom observations for non-permanent unit members shall last at least (1) full teaching period. Scheduled classroom observations for permanent unit members shall last at least thirty (30) minutes.

13.3.5.2 All scheduled classroom observations shall be made known to the unit member at least five (5) workdays prior to their occurrence; shall be preceded by a pre-observation conference; shall be followed by a post-observation conference with written feedback within ten (10) days of the observation. Both scheduled and unscheduled observations may be part of the evaluation process.

13.3.5.3 All scheduled classroom observations shall be two (2) in number. With agreement of both the unit member and evaluator, the number of scheduled classroom observations may be reduced to one (1) in case of obvious satisfactory performance by permanent unit members. The first scheduled classroom observations for pre-interns, interns and probationary unit members shall be prior to December 15th; for permanent unit members shall be prior to April 15th. The second scheduled classroom observations for pre-interns, interns, and probationary unit members shall be prior to February 1st; for permanent unit members shall be prior to May 1st.

13.3.5.4 A formal evaluation conference shall be held to discuss the written final evaluation report. It shall be held no later than February 15th for non-permanent unit members and May 15th for permanent unit members. Information that has not been discussed prior to the final evaluation conference will not be included in the final written evaluation. The contents of the observation forms and the Evaluation Report shall be discussed at the conference. Written comments made by the evaluator shall be discussed. A unit member who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences, and written evaluations. Such entitlement includes a pre-observation conference.

13.3.5.4.1 The formal evaluation conference for probationary unit members must inform the teacher whether any problems were noted that could result in the teacher being denied permanent status. If any such problems are identified, the evaluator shall provide the unit member, at this meeting, with a written statement of those problems. In addition, the evaluator shall provide the employee, at this meeting, with a written assistance plan designed to allow the unit member to make the improvements necessary to attain permanent status. If any problems are identified following this meeting that could result in the teacher being denied permanent status, the teacher shall be informed of those problems in writing within ten (10) days and provided with a written assistance plan designed to allow the unit member to make the improvements necessary to attain permanent status. Any such assistance shall include District Peer Assistance as defined in Article XV.

13.3.6 All unit members shall receive a rating of (1) Does Not Meet Standard, (2) Partially Meets Standard, (3) Meets Standard, or (4/5) Exceeds/Exemplifies Standard in each observed and cited evaluation criteria area. In addition, each unit member shall receive an overall rating of Satisfactory performance or Unsatisfactory performance. A rating of 1 or 2 denotes Unsatisfactory, and a rating of 3 or 4/5 denotes Satisfactory. In the case of negative observation(s) or evaluation(s), or if any problems are noted as per section 13.3.5.4.1, the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:

13.3.6.1 Specific written recommendation for improvement.

13.3.6.2 District assistance to implement such recommendations.

13.3.6.3 Provision of additional resources, without cost to the Unit Member, to be utilized to assist with improvements.

13.3.6.4 Techniques to measure improvement.

13.3.6.5 Time schedule to monitor progress.

13.3.7 Any unit member receiving an overall rating of Unsatisfactory (1 or 2) shall be evaluated again the following year. The unit member and the evaluator shall work together to develop an area or areas of focus within the California State Teaching Standards during the next evaluation cycle to improve performance. Any unit member receiving an Unsatisfactory rating may also participate in Peer Assistance through choice or referral (see Article XV).

13.3.8 The evaluated unit member shall sign all copies of the evaluation report to acknowledge receipt of the evaluation. In the event that the unit member disagrees with any part of his/her evaluation, he/she may put his/her objections in writing and have them attached to the evaluation report placed in the personnel file with the evaluation.

These shall be submitted within thirty (30) calendar days of the evaluation conference. The evaluation report shall be made out in triplicate. The original is placed in the personnel file with copies to the evaluator and evaluate.

13.3.9 Unforeseen circumstances, such as illness, may permit the extension of the timelines in this Article.

13.4 Alternative Evaluation

13.4.1 The District and AVTA share the belief that offering alternatives to the traditional evaluation system will improve excellence in instruction by promoting the professional growth of experienced teachers.

13.4.2 The following certificated unit members will be eligible to participate in an alternative evaluation system:

13.4.2.1 All permanent certificated employees with five (5) years or more in the District.

13.4.2.2 Participation will be voluntary by the permanent certificated unit member with the approval of the site administrator.

13.4.2.3 There will be no limit on the number of participants at each site.

13.4.2.4 The alternative evaluation option, if mutually agreed upon, shall take the place of the traditional evaluation methods as outlined in Article XIII of the Collective Bargaining agreement.

13.4.2.5 Unit members whose participation in the alternative evaluation program is judged to detract from his/her instructional and professional performance may be reassigned during the year to the traditional evaluation

process as outlined in Article XIII of the Collective Bargaining Agreement. The administrator must specify to the affected unit member, in writing, the reasons for the evaluation reassignment.

13.4.3 The unit member will develop goals as the foundation for his/her alternative evaluation option. During the goal setting conference, the site administrator and the unit member will:

13.4.3.1 Agree on the goals and the selection of the alternative evaluation option.

13.4.3.2 Develop timelines for completion.

13.4.3.3 Review how the alternative evaluation option will enhance student learning.

13.4.4 The unit member should select alternative evaluation options which are in close alignment with his/her annual goals. The District guarantees to the unit member and AVTA that it will support and nurture an environment for teachers to experiment with new assessment programs without fear of reprimand or any other disciplinary action, including dismissal.

13.4.5 The approved alternative options include anything mutually agreed to by the evaluator and unit member including but not limited to:

13.4.5.1 Teacher portfolios and similar evidence used to review performance and improve pedagogical skills.

13.4.5.2 Video recording with self-analysis.

13.4.5.3 A combination of traditional and alternative concepts.

13.4.5.4 A collaboration with other colleagues.

13.4.5.5 A research project and presentation.

13.4.6 The unit member will submit a written alternative evaluation plan/goals. Timelines are to be predetermined by the participants and the site administrator.

13.4.7 Prior to the end of the year the unit member and administrator will meet to review the progress of the selected alternative evaluation activities. Both the unit member and the evaluator will provide a written response. Upon satisfactory completion of the selected activities, a form indicating completion of the alternative evaluation plan and meeting District standards will be included in the personnel file.

13.5 Other Areas Related to Evaluation

13.5.1 In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Any deficiencies that may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation form. Unsubstantiated statements shall not be included in the evaluation.

13.5.2 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has not authority or ability to correct deficiencies.

13.5.3 Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members, except as provided for in the Peer Assistance (PA) Article of this Agreement.

13.5.4 The evaluation of unit members, pursuant to this Article, shall not include the use of publisher's norms established by standardized tests.

13.5.5 Association representative(s) may be present at meetings described in this Article.

13.5.6 Forms to be used in connection with this procedure are attached as Exhibit F. Included in Exhibit F is a one page overview of relevant timelines for evaluation.

13.6 Personal and Academic Freedom

13.6.1 It is the policy of the District that all instruction shall be fair, accurate, objective and appropriate to the age and maturity of the student(s), and sensitive to the community and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect teachers from censorship or restraint which might interfere with the teacher's' obligation to pursue truth in performance of their teaching functions.

13.6.2 A unit member shall have reasonable freedom in classroom presentation and express their opinions on all matters relevant to the course content in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political and/or religious views.

13.7 Personnel Files

13.7.1 A unit member may inspect material in his/her personnel file within two (2) school days after submitting a request.

- 13.7.2 A unit member may inspect such materials in his/her personnel file during the normal business hours of the District Office at times other than when the unit member is required to render service.
- 13.7.3 No materials of a derogatory nature shall be placed in a unit member's personnel file without allowing the unit member an opportunity to review and comment thereon.
- 13.7.4 A unit member shall have the right to enter and have attached to any such derogatory statement the unit member's own comments thereon. The review and comment on materials of a derogatory nature shall take place during normal business hours of the District and at times other than when the unit member is assigned to direct student instruction or conduct activities.

ARTICLE XIV

GRIEVANCES

14.1. 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.

14.2. Definitions

- 14.2.1. 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. Alleged violations, misinterpretations of law may not proceed beyond mediation.
- 14.2.2. A “grievant” is an employee or employees of the District covered by the terms of this contract with a grievance or the Association.
- 14.2.3. A “day” is a day in which the District Office of the District is open for business.

14.3. Time Limits

- 14.3.1. Time limits provided for at each level shall begin the day following receipt of the grievance, appeal or written decision.
- 14.3.2. 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.

14.4. Procedure

14.4.1. Level 1

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.

14.4.2. Level 2

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.

14.4.3. Level 3 - Mediation

- 14.4.3.1. 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.

- 14.4.3.2. 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.
- 14.4.3.3. 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.
- 14.4.3.4. 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.
- 14.4.3.5. 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.

14.4.4. Level 4

- 14.4.4.1. 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:
 - 14.4.4.1.1. discussion and brainstorming names of Mendocino County teachers and administrators;
 - 14.4.4.1.2. from a list provided by the Mendocino County Superintendent of Schools;
 - 14.4.4.1.3. from a list provided by the California State Mediation and Conciliation Service;

- 14.4.4.2. 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.
- 14.4.4.3. 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.
- 14.4.4.4. 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.

14.5. 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.

14.6. 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.

14.7. Miscellaneous

- 14.7.1. 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.

- 14.7.2. 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.
 - 14.7.3. The grievant and any necessary witnesses shall be granted release time with pay to attend any hearings required by these grievance procedures.
 - 14.7.4. 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.
 - 14.7.5. Upon mutual agreement of the Association, the Superintendent, and the Board, a grievance may be taken directly to arbitration.
 - 14.7.6. 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.
 - 14.7.7. Employees will use the contract grievance procedure when they feel the contract has been violated.
 - 14.7.8. Until the final disposition of the grievance is accomplished, the grievant is required to conform to the original direction of his/her supervisor.
- 14.8. Grievance Form - See Exhibit E attached.

ARTICLE XV

PEER ASSISTANCE

- 15.1. DISTRICT 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:
 - 15.1.1. 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.
 - 15.1.2. Volunteer Participating Teacher is a teacher who requests participation of their own accord.
 - 15.1.3. 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- The qualifications of a Consulting Teacher who agrees to participate:
 - 15.3.1. Must be a credentialed classroom teacher with permanent status or retiree.
 - 15.3.2. Have substantial recent experience in classroom instruction.
 - 15.3.3. 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.

- 15.3.4. Possess knowledge and understanding of District/State-adopted academic content strands, frameworks, and District direction and goals for curriculum instruction.
 - 15.3.5. Work effectively and cooperatively with colleagues.
 - 15.3.6. Have demonstrated the ability to work within established timelines.
 - 15.3.7. Provide assistance and not evaluation.
- 15.4. The Responsibilities of the Consulting Teacher with a Participating Teacher:
- 15.4.1. 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.
 - 15.4.2. 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.
 - 15.4.3. Conduct multiple observations of Participating Teachers during classroom instruction.
 - 15.4.4. Document and record all observations/discussions.
 - 15.4.5. Following observations and discussions, the Consulting Teacher will meet with the Participating Teacher to provide feedback in a timely manner.
 - 15.4.6. Write an anecdotal record on a monthly basis of observations, discussions/ meetings with the Participating Teacher and types of assistance provided.
 - 15.4.6.1. 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.

- 15.4.6.2. A copy of the anecdotal records will be placed in the personnel file of the Referred Teacher but not the Volunteer.
 - 15.4.6.3. The anecdotal records of a Referred Teacher's participation in the Program shall be made available to her/his evaluator.
 - 15.4.6.4. The Consulting Teacher shall not provide evaluative testimony in a discipline/dismissal hearing regarding the Participating Teacher's performance.
 - 15.4.7. To participate in collaborative meetings with other Consulting Teachers in the District.
 - 15.4.8. 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.
 - 15.4.9. The caseload will be one Participating or Volunteer Teacher per Consulting Teacher at any given time.
 - 15.4.10. The Consulting Teacher may submit individualized professional development proposals for the Referred Participating Teacher to the individual's evaluator.
 - 15.4.11. The Consulting Teacher shall not participate in a performance review of a Participating Teacher.
- 15.5. The selection process for Consulting Teachers:
- The Consulting Teachers shall be selected by the District and in consultation with the Participating Teacher.
- 15.6. Volunteer Participating Teacher
- 15.6.1. 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.

- 15.6.2. Priority will be given to teachers with permanent status.
- 15.6.3. The purpose of participation in the PA program for the Volunteer Participating Teacher is for peer assistance only.
- 15.6.4. The Consulting Teacher shall not participate in a performance review of a Volunteer Participating Teacher.
- 15.6.5. The Volunteer Participating Teacher may terminate his/her participation in the PA program at any time.
- 15.6.6. 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.

15.7. BUDGET

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.

15.8. CONFIDENTIALITY

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.

15.9. INDEMNIFICATION

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

NEGOTIATION PROCEDURES

- 16.1. Negotiations shall take place at mutual agreeable times and places.
- 16.2. 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.
- 16.3. 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

- 19.1. 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.
- 19.2. The AVTA will provide two (2) representatives to the district safety committee.

ARTICLE XX

ADULT SCHOOL

20.1. 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.

20.2. 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 Paid Designated Work Hours

20.2.1. 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. Adult School Teachers shall be paid on an hourly basis.

20.2.1.2 For an Adult School Teacher who is a regular employee, hourly salary shall be based upon the employee's placement on the regular certificated salary schedule. The maximum number of years of experience accepted for the program for teachers participating in the program as non-coordinator teachers will be

ten years. 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. Teachers that participate in the program will only advance in step and column on the salary schedule with documentation indicating that they taught at least one class during the prior year. Community based instructors will be paid a flat rate of \$28 per hour for the instructor to teach enrichment classes only (non-academic).

- 20.2.2. 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.
- 20.2.3. 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)
- 20.2.4. Staff meetings will be held at determined by the Adult Program Administrator and will be paid at the hourly rate.
- 20.2.5. 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.
- 20.2.6. All employment is subject to approval by the Board of Trustees.

20.3. Sick Leave

- 20.3.1. 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.
- 20.3.2. 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.

20.4. Evaluation

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

- 21.1. This contract shall be in effect from July 1, 2022 to June 30, 2025.
- 21.2. 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

ANDERSON VALLEY UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
 President, Board of Trustees

By: _____ Date: _____
 Clerk, Board of Trustees

By: _____ Date: _____
 Superintendent

EXHIBITS

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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

Adopted: January 14, 1997

Amended: July 1, 2022

EXHIBIT C

ANDERSON VALLEY UNIFIED SCHOOL DISTRICT

SABBATICAL LEAVE APPLICATION/AGREEMENT

Name: _____ Years of Service in District: _____

Proposed Purpose of Leave:

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: _____

Adopted: January 14, 1997

Amended: July 1, 2022

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:																																					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28										
FMLA																																					
CA PDL																																					
						CFRA																															

Example of difficult pregnancy with sixteen weeks of disability (max allowed under PDL)																																												
Leave in weeks:																																												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28																	
FMLA																																												
CA PDL																																												
																	CFRA																											

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

Teacher

Evaluation

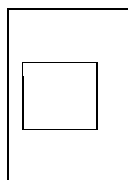
Handbook

Anderson Valley Unified School District



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Introduction

The purpose of Anderson Valley Unified School District's evaluation system is to improve the delivery of education services and to provide constructive assistance to unit members. We also hope to acknowledge, recognize, and celebrate the outstanding teaching and learning that occurs in our classrooms every day. We continue to strive to be a champion for children, schools and the community.

AVUSD's evaluation system is based on, and aligned with, the California Standards for the Teaching Profession (CSTP). For reference see Article 13 of the AVUSD-AVTA contract. We sincerely hope that this document brings clarity to the evaluation process including timelines, standards, and performance criterion.

Our evaluation process is specifically designed to:

- ❖ Support and provide constructive feedback to teachers
- ❖ Promote collaboration and reflection on best practices
- ❖ Incorporate a rubric that provides for common language and defines effective teaching practices
- ❖ Clearly delineate timelines

Procedures

A differential evaluation process is used, based on a teacher's years of service with AVUSD:

- ❖ Pre-interns, interns, and probationary teachers in their first year at AVUSD
 - Meeting with supervisor to review evaluation process, discuss the *Developmental Continuum of Teacher Abilities*, and set goals
 - Ongoing unscheduled, informal observations will occur regularly
 - A minimum of 2 scheduled observations, each with a pre-observation and post-observation conference
 - Final evaluation conference
 - Focus on standard 2, and either 1 or 3

- ❖ Probationary teachers in their second year at AVUSD
 - Meeting with supervisor to review evaluation process, discuss the *Developmental Continuum of Teacher Abilities*, and set goals
 - Ongoing unscheduled, informal observations will occur regularly
 - A minimum of 2 scheduled observations, each with a pre-observation and post-observation conference
 - Final evaluation conference
 - Focus on standards 2 and either 1 or 3 (the one not focused on the year before) and either 4 or 5

- ❖ Permanent teachers
 - Meeting with supervisor to review evaluation process, discuss the *Developmental Continuum of Teacher Abilities*, and set goals
 - Evaluated every other year
 - Ongoing unscheduled, informal observations will occur regularly
 - A minimum of 1 scheduled observation with a pre-observation and post-observation conference
 - Final evaluation conference
 - Evaluated on all 6 standards with a focus on 2 mutually agreed upon standards

Adopted: January 14, 1997

Amended: July 1, 2022

Timelines

GOAL SETTING CONFERENCE

FIRST YEAR PROBATIONARY (includes pre-intern and interns)	SECOND YEAR PROBATIONARY	PERMANENT
<p><u>Setting Goals & Objectives</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Conference to set goals by October 1st. <ul style="list-style-type: none"> - Review evaluation process - Discuss the <i>Developmental Continuum of Teacher Abilities</i> - Overview California Standards for the Teaching Profession Focus on Standard II - Agree upon additional Standard - I or III - Set 1st Observation Date/Pre-Conference Date 	<p><u>Setting Goals & Objectives</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Conference to set goals by November 1st. <ul style="list-style-type: none"> - Discuss the <i>Developmental Continuum of Teacher Abilities</i> - Focus on Standard II - Agree upon additional Standards <ul style="list-style-type: none"> - I or III (area not focused on last year) - IV or V 	<p><u>Setting Goals & Objectives</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Conference to set goals by November 1st. <ul style="list-style-type: none"> - Discuss the <i>Developmental Continuum of Teacher Abilities</i> - Evaluated on all 6 Standards - 2 Standards are chosen as focus areas <input type="checkbox"/> or Alternative Evaluation (for teachers with 5 years or more in the District; voluntary)

FIRST SCHEDULED OBSERVATIONS

FIRST YEAR PROBATIONARY (includes pre-intern and interns)	SECOND YEAR PROBATIONARY	PERMANENT
<p><u>1st Scheduled Observation</u></p> <p><input type="checkbox"/> Pre-conference</p> <ul style="list-style-type: none"> - Teacher and principal review pre-observation form prior to observation - Followed by face to face conversation - Administrator shares information (positive and areas of concern) regarding informal observations <p><input type="checkbox"/> 1st scheduled observation and post-conference within 10 days of observation</p> <ul style="list-style-type: none"> - Focus on Standard II, Standard I or III <p>December 15 Completion</p>	<p><u>1st Scheduled Observation</u></p> <p><input type="checkbox"/> Pre-conference</p> <ul style="list-style-type: none"> - Teacher and principal review pre-observation form prior to observation - Followed by face to face conversation - Administrator shares information (positive and areas of concern) regarding informal observations <p><input type="checkbox"/> 1st scheduled observation and post-conference within 10 days of observation</p> <ul style="list-style-type: none"> - Focus on Standard II, Standard I or III (area not focused on the year before), Standard IV or V <p>December 15 Completion</p>	<p><u>1st Scheduled Observation</u></p> <p><input type="checkbox"/> Pre-conference</p> <ul style="list-style-type: none"> - Teacher and principal review pre-observation form prior to observation - Followed by face to face conversation - Administrator shares information (positive and areas of concern) regarding informal observations <p><input type="checkbox"/> 1st scheduled observation and post-conference within 10 days of observation</p> <ul style="list-style-type: none"> - Focus on selected Standards - Assessed and feedback provided on all 6 Standards <p>April 15 Completion</p>

SECOND SCHEDULED OBSERVATIONS

FIRST YEAR PROBATIONARY (includes pre-intern and interns)	SECOND YEAR PROBATIONARY	PERMANENT
<p><u>2nd Scheduled Observation</u></p> <p><input type="checkbox"/> Pre-conference</p> <ul style="list-style-type: none"> - Teacher and principal review pre-observation form prior to observation - Followed by face to face conversation - Administrator shares information (positive and areas of concern) regarding informal observations <p><input type="checkbox"/> 2nd scheduled observation and post-conference within 10 days of observation</p> <ul style="list-style-type: none"> - Focus on Standard II, Standard I or III <p>February 1 Completion</p>	<p><u>2nd Scheduled Observation</u></p> <p><input type="checkbox"/> Pre-conference</p> <ul style="list-style-type: none"> - Teacher and principal review pre-observation form prior to observation - Followed by face to face conversation - Administrator shares information (positive and areas of concern) regarding informal observations <p><input type="checkbox"/> 2nd scheduled observation and post-conference within 10 days of observation</p> <ul style="list-style-type: none"> - Focus on Standard II, Standard I or III (area not focused on the year before), Standard IV or V <p>February 1 Completion</p>	<p><u>2nd Scheduled Observation</u></p> <p><input type="checkbox"/> Not required unless:</p> <ul style="list-style-type: none"> - Mutually agreed upon by teacher and principal - The first observation resulted in an Unsatisfactory (1 or 2) on any of the focus standards <p><input type="checkbox"/> If a second scheduled observation is agreed upon or required, it must be completed by May 1st.</p>

FINAL EVALUATIONS

<p align="center">FIRST YEAR PROBATIONARY (includes pre-intern and interns)</p>	<p align="center">SECOND YEAR PROBATIONARY</p>	<p align="center">PERMANENT</p>
<p><u>Final Evaluation</u></p> <p>February 15 Completion</p>	<p><u>Final Evaluation</u></p> <p>February 1 5 Completion</p>	<p><u>Final Evaluation</u></p> <p>May 1 5 Completion</p>

Goal Setting Form

To be completed in August or September

Name _____ School Year _____

School/Site _____ Position _____

Status: ___ Pre-intern, intern, or first year in AVUSD ___ Second year in AVUSD
 ___ Permanent 3-10 years in AVUSD ___ Permanent - more than 10 years in AVUSD

- ❖ Pre-intern, intern, or first year teacher with AVUSD: You will be evaluated on all six standards; the focus will be on two (2) Standards; these will be Standard **II** and either Standard **I** or **III**.
- ❖ Second year teacher with AVUSD: You will be evaluated on all six standards; the focus will be on three (3) Standards; these will be Standard **II** and either Standard **I** or **III** (**whichever Standard you did not focus on last year**) and Standard **IV** or **V**.
- ❖ Permanent teacher with AVUSD: You are responsible for and will be evaluated on all six (6) Standards. Choose a minimum of two (2) focus areas/standards and identify specific objectives and activities by answering the questions in your chosen areas. These foci need to be mutually agreed upon by the evaluator and the evaluatee.

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

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

2. Creating & Maintaining Effective Environments For Student Learning

Adopted: January 14, 1997
 Amended: July 1, 2022

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

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

3. Understanding And Organizing Subject Matter For Student Learning

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

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

Adopted: January 14, 1997

Amended: July 1, 2022

4. Planning Instruction And Designing Learning Experiences For All Students
 - 4.1. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction Establishing and articulating goals for student learning
 - 4.2. Establishing and articulating goals for student learning
 - 4.3. Developing and sequencing long-term and short-term instructional plans to support student learning
 - 4.4. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
 - 4.5. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

5. Assessing Students For Learning
 - 5.1. Applying knowledge of the purposes, characteristics, and uses of different types of assessments
 - 5.2. Collecting and analyzing assessment data from a variety of sources to inform instruction
 - 5.3. Reviewing data, both individually and with colleagues, to monitor student learning
 - 5.4. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
 - 5.5. Involving all students in self-assessment, goal setting, and monitoring progress
 - 5.6. Using available technologies to assist in assessment, analysis, and communication of student learning
 - 5.7. Using assessment information to share timely and comprehensible feedback with students and their families

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

6. Developing As A Professional Educator

- 6.1. Reflecting on teaching practice in support of student learning
- 6.2. Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3. Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4. Working with families to support student learning
- 6.5. Engaging local communities in support of the instructional program
- 6.6. Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7. Demonstrating professional responsibility, integrity, and ethical conduct

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

This year my focus will be on Standard _____ and Standard _____.

Evaluator's Signature

Date

Evaluatee's Signature

Date

Name _____ Year _____

School _____ Position _____

Adopted: January 14, 1997

Amended: July 1, 2022

Pre-Observation Form for Teacher

From the chart below, circle the number of the Standard(s) you are focusing on for the year. Circle the letter of the indicator(s) you are specifically focusing on. If there are other areas you will demonstrate in this lesson, highlight them so that your evaluator will be able to give you feedback

<p>1. Engaging & Supporting All Students In Learning</p> <ul style="list-style-type: none"> 1.1. Using knowledge of students to engage them in learning 1.2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3. Connecting subject matter to meaningful, real-life contexts 1.4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5. Promoting critical thinking through inquiry, problem solving, and reflection 1.6. Monitoring student learning and adjusting instruction while teaching 	<p>4. Planning Instruction And Designing Learning Experiences For All Students</p> <ul style="list-style-type: none"> 4.1. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction Establishing and articulating goals for student learning 4.2. Establishing and articulating goals for student learning 4.3. Developing and sequencing long-term and short-term instructional plans to support student learning 4.4. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
<p>2. Creating & Maintaining Effective Environments For Student Learning</p> <ul style="list-style-type: none"> 2.1. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4. Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5. Developing, communicating, and maintaining high standards for individual and group behavior 2.6. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7. Using instructional time to optimize learning 	<p>5. Assessing Students For Learning</p> <ul style="list-style-type: none"> 5.1. Applying knowledge of the purposes, characteristics, and uses of different types of assessments 5.2. Collecting and analyzing assessment data from a variety of sources to inform instruction 5.3. Reviewing data, both individually and with colleagues, to monitor student learning 5.4. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5.5. Involving all students in self-assessment, goal setting, and monitoring progress 5.6. Using available technologies to assist in assessment, analysis, and communication of student learning 5.7. Using assessment information to share timely and comprehensible feedback with students and their families

Adopted: January 14, 1997

Amended: July 1, 2022

<p>3. Understanding And Organizing Subject Matter For Student Learning</p> <p>3.1. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</p> <p>3.2. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>3.3. Organizing curriculum to facilitate student understanding of the subject matter</p> <p>3.4. Utilizing instructional strategies that are appropriate to the subject matter</p> <p>3.5. Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p> <p>3.6. Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	<p>6. Developing As A Professional Educator</p> <p>6.1. Reflecting on teaching practice in support of student learning</p> <p>6.2. Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3. Collaborating with colleagues and the broader professional community to support teacher and student learning</p> <p>6.4. Working with families to support student learning</p> <p>6.5. Engaging local communities in support of the instructional program</p> <p>6.6. Managing professional responsibilities to maintain motivation and commitment to all students</p> <p>6.7. Demonstrating professional responsibility, integrity, and ethical conduct</p>
--	--

Post Observation Form for Teacher

Optional

Name _____ Year _____

School _____ Position _____

Please answer these questions and bring the completed form with you to our Post-observation Conference.

1. What worked well?

2. What could have worked better? What did you learn?

3. What would you change?

4. Recommendations?

Evaluator's Signature

Date

Evaluatee's Signature

Date

This information has been discussed at my post-observation conference.

I choose to _____ I choose not to _____ have it included with my evaluation documents as part of my personnel file. *(please initial the appropriate blank)*

Adopted: January 14, 1997

Amended: July 1, 2022

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

Adopted: January 14, 1997

Amended: July 1, 2022

	First Observation				Second Observation			
	1	2	3	4/5	1	2	3	4/5
STANDARD III - Understanding and Organizing Subject Matter for Student Learning								
Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks								
Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.								
• Organizing curriculum to facilitate student understanding of the subject matter.								
• Utilizing instructional strategies that are appropriate to the subject matter.								
Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.								
Addressing the needs of English learners and students with special needs to provide equitable access to the content.								

	First Observation				Second Observation			
	1	2	3	4/5	1	2	3	4/5
STANDARD IV - Planning Instruction And Designing Learning Experiences For All Students								
Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.								
Establishing and articulating goals for student learning.								
• Developing and sequencing long-term and short-term instructional plans to support student learning.								
Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.								
Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.								

Adopted: January 14, 1997

Amended: July 1, 2022

	First Observation				Second Observation			
	1	2	3	4/5	1	2	3	4/5
STANDARD V - Assessing Students for Learning								
Applying knowledge of the purpose, characteristics, and uses of different types of assessments.								
Collecting and analyzing assessment data from a variety of sources to inform instruction.								
Reviewing data, both individually and with colleagues, to monitor student learning.								
Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.								
Involving all students in self-assessment, analysis, and communication of student learning.								
Using available technologies to assist in assessment, analysis, and communication of student learning.								
Using assessment information to share timely and comprehensible feedback with students and their families.								

	First Observation				Second Observation			
	1	2	3	4/5	1	2	3	4/5
STANDARD VI - Developing As A Professional Educator								
Reflecting on teaching practice in support of student learning.								
Establishing professional goals and engaging in continuous and purposeful professional growth and development.								
Collaborating with colleagues and the broader professional community to support teacher and student learning.								
Working with families to support student learning.								
Engaging local communities in support of the instructional program.								
Managing professional responsibilities to maintain motivation and commitment to all students.								
Demonstrating professional responsibility, integrity, and ethical conduct.								

Adopted: January 14, 1997

Amended: July 1, 2022

Observation Form for Evaluator

Narrative Comments: *INSTRUCTIONS*

1. *Commendations and recommendations must include those relative to the Standards.*
2. *Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.*
3. *Comments that indicate “exceeds standards/ exemplifies standards” should be specific in nature and show evidence of exemplary performance.*

Observation 1

Standard	Evidence

A copy of this evaluation will be placed in your personnel file. You have the right to respond and your response will be attached to your evaluation.

Evaluator's Signature

Date

Teacher's Signature

Date

Adopted: January 14, 1997

Amended: July 1, 2022

Observation Form for Evaluator

Narrative Comments: *INSTRUCTIONS*

1. *Commendations and recommendations must include those relative to the Standards.*
2. *Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.*
3. *Comments that indicate “exceeds standards/ exemplifies standards” should be specific in nature and show evidence of exemplary performance.*

Observation 2

Standard	Evidence

A copy of this evaluation will be placed in your personnel file. You have the right to respond and your response will be attached to your evaluation.

Evaluator's Signature

Date

Teacher's Signature

Anderson Valley Unified School District Summative Evaluation Form

Name: _____ School: _____

Supervisor: _____ Assignment: _____ Dates: _____

Status of Teacher: Probationary 0 (Pre-Intern, Intern) Probationary 1
 Probationary 2 Temporary Permanent

Key: 1. Does not meet standards 2. Partially meets standards 3. Meets standards 4./5. Exceeds or exemplifies standards

	1	2	3	4/5
STANDARD I - Engaging and Supporting All Students in Learning				
STANDARD II - Creating & Maintaining Effective Environments for Student Learning				
STANDARD III - Understanding & Organizing Subject Matter for Student Learning				
STANDARD IV - Planning Instruction & Designing Learning Experiences for All Students				
STANDARD V - Assessing Students for Learning				
STANDARD VI - Developing As A Professional Educator				

Overall Rating

Unsatisfactory Satisfactory Exemplary Referral to PA

Commendations and recommendations must include those relative to the Standards. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement. Comments that indicate "exceeds standards" should be specific in nature and show evidence of exemplary performance.

Overall Comments:

Supervisor's signature & date

Teacher's signature & date (Signature does not signify agreement)

Adopted: January 14, 1997
 Amended: July 1, 2022

This document, together with all observation forms and goal setting forms, will be placed in your personnel file. You have ten (10) days from receipt of this document to submit a signed, written response. The response will be attached to this document

California Standards for the Teaching Profession

<p>1. Engaging & Supporting All Students In Learning</p> <ul style="list-style-type: none"> 1.1. Using knowledge of students to engage them in learning 1.2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3. Connecting subject matter to meaningful, real-life contexts 1.4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5. Promoting critical thinking through inquiry, problem solving, and reflection 1.6. Monitoring student learning and adjusting instruction while teaching 	<p>4. Planning Instruction And Designing Learning Experiences For All Students</p> <ul style="list-style-type: none"> 4.1. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction Establishing and articulating goals for student learning 4.2. Establishing and articulating goals for student learning 4.3. Developing and sequencing long-term and short-term instructional plans to support student learning 4.4. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
<p>2. Creating & Maintaining Effective Environments For Student Learning</p> <ul style="list-style-type: none"> 2.1. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4. Creating a rigorous learning environment with high expectations and appropriate support for all students 	<p>5. Assessing Students For Learning</p> <ul style="list-style-type: none"> 5.1. Applying knowledge of the purposes, characteristics, and uses of different types of assessments 5.2. Collecting and analyzing assessment data from a variety of sources to inform instruction 5.3. Reviewing data, both individually and with colleagues, to monitor student learning 5.4. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5.5. Involving all students in self-assessment, goal setting, and monitoring progress

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<p>2.5. Developing, communicating, and maintaining high standards for individual and group behavior</p> <p>2.6. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</p> <p>2.7. Using instructional time to optimize learning</p>	<p>5.6. Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7. Using assessment information to share timely and comprehensible feedback with students and their families</p>
<p>3. Understanding And Organizing Subject Matter For Student Learning</p> <p>3.1. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</p> <p>3.2. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>3.3. Organizing curriculum to facilitate student understanding of the subject matter</p> <p>3.4. Utilizing instructional strategies that are appropriate to the subject matter</p> <p>3.5. Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p> <p>3.6. Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	<p>6. Developing As A Professional Educator</p> <p>6.1. Reflecting on teaching practice in support of student learning</p> <p>6.2. Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3. Collaborating with colleagues and the broader professional community to support teacher and student learning</p> <p>6.4. Working with families to support student learning</p> <p>6.5. Engaging local communities in support of the instructional program</p> <p>6.6. Managing professional responsibilities to maintain motivation and commitment to all students</p> <p>6.7. Demonstrating professional responsibility, integrity, and ethical conduct</p>

The California Developmental Continuum of Teacher Abilities

We hope that this introduction will help you to understand the use of the Developmental Continuum of Teacher Abilities. The Continuum describes teaching practice and professional development throughout a teacher's career. It is important to note that the stages in the Continuum ARE NOT correlated with the levels 1, 2, 3, or 4/5 in the evaluation forms used by this District.

The Continuum, initially developed in 1992 by the UCSC Santa Cruz New Teacher Project to support the reflective practice of beginning teachers, presents a holistic view of teaching. It contains six continuum domains. These are interrelated and work together to provide a complete picture of effective teaching practice. These domains correspond to the standards in the CSTP. They are, Engaging and Supporting All Students in Learning; Creating and Maintaining an Effective Environment for Student Learning; Understanding and Organizing Subject Matter for Student Learning; Planning Instruction and Designing Learning Experiences for All Students; Assessing Student Learning; and Developing as a Professional Educator. The six domains are meant to be considered as a whole and not in any particular sequence or order with Engaging All Students in Learning as the focal point giving the other domains their purpose. Within each domain are several more specific indicators of teaching practice.

The Continuum is organized to describe five levels of development. These levels are labeled Beginning, Emerging, Applying, Integrating, and Innovative. Each level addresses what a teacher should know and be able to do in the different Continuum domains. The levels do not represent a chronological stage in a teacher's life (i.e. the end of the first year of teaching, etc...), but a developmental level of performance. A teacher may be at a beginning or emerging level of practice in some places on the Continuum and at advanced levels in some others, no matter how many years she or he has been in the profession.

For example, in the domain for Creating and Maintaining Effective Environments, a teacher may be at the Emerging level in the way he or she paces instruction and at the Integrating level in the way he or she promotes students' self-esteem and cooperation. Because a teacher's growth is developmental, it is possible to return to an earlier level temporarily when experiencing changes in his or her teaching career (i.e., new course content, grade level, and school or student demographics.)

To use the Continuum, you simply read across each row of descriptors from left (beginning) to right (innovating) as the descriptors become more complex and sophisticated. As you go from left to right, locate the descriptor that best defines current classroom practice. Any practice described on the left end of the Continuum is carried across to those on the right even if not explicitly stated.

The Continuum provides a common language for setting and discussing goals for professional development within an environment of collegial support. The Continuum is a guide for self-reflection, assessment and conversation between teachers, advisors/support providers, and administrators. It is intended to help teachers interpret their teaching and make informed decisions about their ongoing development as a professional. In Beginning Teacher Support and Assessment (BTSA) Program, the Continuum serves as the entry point for developing an Individual Learning Plan (ILP) with which teachers identify and work toward professional goals. It is not an isolated observation instrument, but is best used as one component

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of a comprehensive process of assessing the development of teaching practice. It may be part of a teacher evaluation process and is most appropriately used there in a peer coaching relationship with a colleague or administrator.

The Continuum has proven to be a powerful tool as teachers identify their areas of growth, move from assistance to autonomy, and become lifelong learners.

For our teachers, we hope that the Continuum will help you to assess your own teaching and plan your professional development as it motivates you to support your students' learning and challenges you to be an innovative educator.

Glossary of Terms

Continuum: A document describing different levels of practice or knowledge along various stages of development.

Descriptor: An individual cell or “box” corresponding to the developmental levels in the Continuum.

Domain: One of six areas of teaching practice that comprises the Continuum.

Indicator: An area or sub-domain of teaching practice that comprises the Continuum.

Level: The levels of teacher development that represent what a teacher should know and be able to do, i.e.:

- **Beginning:** a level of professional development in which the teacher relies on ongoing assistance from more experienced colleagues for support, guidance and survival, and is trying to internalize and apply what she/he has learned about teaching.
- **Emerging:** a level of development in which the teacher still relies on more experienced colleagues for support, but is moving toward becoming more self-directed and independent in her/his practice.
- **Applying:** a level of development in which the teacher is able to teach independently and internalizes and easily applies what she/he has learned about teaching.
- **Integrating:** a level of development in which the teacher is fully skilled and confident, and is able to integrate complex elements of instruction, curriculum, and professional development into that practice. The integrating teacher moves beyond the classroom both in his/her teaching, collegial relationships and professional growth activities, and is often a leader among peers.
- **Innovating:** a level of development in which the teacher is consistently innovating and creating in all areas of teaching and professional development. A leader in school, district, and local community, the innovating teacher contributes to the broader education community through staff development, classroom-based research, articles in professional journals, etc.

Credit to: UCSC CNTP Continuum of Teacher Abilities

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1. Engaging and Supporting all Students in Learning

Element 1.1: Using knowledge of students to engage them in learning.

Beginning	Emerging	Applying	Integrating	Innovating
Learns about students through data provided by the school and/or through district assessments. Some students may engage in learning using instructional strategies focused on the class as a whole.	Gathers additional data to learn about individual students. Students engage in single lessons or sequence of lessons that include some adjustments based on assessments.	Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs. Students engage in learning through the use of adjustments in instruction to meet their needs.	Uses data from multiple sources to make adjustments to instruction and meet individual identified learning needs. Students actively utilize a variety of instructional strategies and technologies in learning that ensure equitable access to the curriculum.	Uses comprehensive knowledge of students to make ongoing adjustments and accommodations in instruction. Students take ownership of their learning by choosing from a wide range of methods to further their learning that are responsive to their diverse learning needs.

Element 1.2: Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.

Beginning	Emerging	Applying	Integrating	Innovating
Develops awareness of prior knowledge, culture, backgrounds, life experience, and interests represented among students. Some students connect learning activities to their own lives.	Uses gathered information about students' prior knowledge, cultural backgrounds, life experiences, and interests to support student learning. Students participate in single lessons or sequence of lessons related to their interests and experiences.	Uses school resources and family contacts to expand understanding of students' prior knowledge, cultural backgrounds, life experiences, and interests to connect to student learning. Students make connections between curriculum and their prior knowledge, backgrounds, life experiences, and interests.	Integrates broad knowledge of students' cultural backgrounds, prior knowledge, life experiences, and interests to inform instruction. Students are actively engaged in curriculum which relates their prior knowledge, experiences, and interests within and across learning activities.	Uses extensive information regarding students and their communities systematically and flexibly throughout instruction. Students can articulate the relevance and impact of lessons on their lives and society.

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Element 1.3: Connecting subject matter to meaningful, real-life contexts.

Beginning	Emerging	Applying	Integrating	Innovating
Uses real-life connections during instruction as identified in curriculum. Some students relate subject matter to real-life.	Explores using additional real-life connections to subject matter in single lessons or sequence of lessons to support student understanding. Students make use of real-life connections provided in single lessons or sequence of lessons to support understanding of subject matter.	Includes connections from subject matter to meaningful, real-life contexts, including those specific to students' family and community. Students utilize real-life connections regularly to develop understandings of subject matter.	Integrates connections to meaningful, real-life contexts in planning subject matter instruction and is responsive during instruction to engage students in relating to subject matter. Students actively engage in making and using real-life connections to subject matter to extend their understanding.	Engages students in actively making connections to relevant, meaningful, and real-life contexts throughout subject matter instruction. Students routinely integrate subject matter into their own thinking and make relevant applications of subject matter during learning activities.

Element 1.4: Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.

Beginning	Emerging	Applying	Integrating	Innovating
Uses instructional strategies, resources, and technologies as provided by school and/or district. Some students participate in instructional strategies, using resources and technologies provided.	Explores additional instructional strategies, resources, and technologies in single lessons or sequence of lessons to meet students' diverse learning needs. Students participate in single lessons or sequence of lessons related to their interests and experiences.	Utilizes a variety of strategies including culturally responsive pedagogy, resources, and technologies during ongoing instruction to meet students' diverse learning needs. Students participate in instruction using strategies, resources, and technologies matched to their learning needs.	Creates, adapts, and integrates a broad range of strategies, resources, and technologies into instruction designed to meet students' diverse learning needs. Students actively engage in instruction and make use of a variety of targeted strategies, resources, and technologies to meet their individual learning needs.	Refines the flexible use of an extensive repertoire of strategies, resources, and technologies to meet students' diverse learning needs. Students take responsibility for using a wide range of strategies, resources, and technologies that successfully advance their learning.

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Element 1.5: Promoting critical thinking through inquiry, problem solving, and reflection.

Beginning	Emerging	Applying	Integrating	Innovating
Asks questions that focus on factual knowledge and comprehension. Some students respond to questions regarding facts and comprehension.	Includes questions in single lessons or a sequence of lessons that require students to recall, interpret, and think critically. Students respond to varied questions or tasks designed to promote comprehension and critical thinking in single lessons or a sequence of lessons.	Guides students to think critically through use of questioning strategies, posing/solving problems, and reflection on issues in content. Students respond to questions and problems posed by the teacher and begin to pose and solve problems of their own related to the content.	Supports students to initiate critical thinking through independently developing questions, posing problems, and reflecting on multiple perspectives. Students pose problems and construct questions of their own to support inquiries into content.	Facilitates systematic opportunities for students to apply critical thinking by designing structured inquiries into complex problems. Students pose and answer a wide-range of complex questions and problems, reflect, and communicate understandings based on in-depth analysis of content learning.

Element 1.6: Monitoring student learning and adjusting instruction while teaching.

Beginning	Emerging	Applying	Integrating	Innovating
Implements lessons following curriculum guidelines. Some students receive individual assistance during instruction.	Seeks to clarify instructions and learning activities to support student understanding. Students receive assistance individually or in small groups during instruction.	Makes adjustments to instruction based on observation of student engagement and regular checks for understanding. Students successfully participate and stay engaged in learning activities.	Adjusts strategies during instruction based on the ongoing monitoring of individual student needs for assistance, support, or challenge. Students are able to articulate their level of understanding and use teacher guidance to meet their needs during instruction.	Makes adjustments to extend learning opportunities and provide assistance to students in mastering the content flexibly and effectively. Students monitor their progress in learning and provide information to teacher that informs adjustments in instruction.

Adopted: January 14, 1997

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2. Creating and Maintaining Effective Environments for Student Learning

Element 2.1: Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.

Beginning	Emerging	Applying	Integrating	Innovating
<p>Models and communicates expectations for fair and respectful behavior to support social development. Some students share in responsibility for the classroom community.</p>	<p>Models fair and respectful behavior. Demonstrates commitment to fairness and respect in communications with students about language and behavior. Seeks to understand cultural perceptions of caring community. Students participate in occasional community building activities, designed to promote caring, fairness, and respect.</p>	<p>Reinforces positive, responsible, and respectful student interactions. Assists students to resolve conflicts. Incorporates cultural awareness to develop a positive classroom climate. Students demonstrate efforts to be positive, accepting, and respectful of differences.</p>	<p>Develops shared responsibility with students for resolving conflict and creating and maintaining a caring classroom community. Supports students in taking leadership in developing a caring community that is responsive to the diverse cultural norms of identities of all students. Students take responsibility resolving conflicts and maintaining a caring classroom community. Students promote respect and appreciation for differences.</p>	<p>Facilitates student self-reflection and ongoing improvement of the caring community based on respect, fairness, and the value of all members. Students take leadership in resolving conflict and creating a fair and respectful classroom community where student’s home culture is included and valued. Students communicate with empathy and understanding in interactions with one another.</p>

Element 2.2: Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.

Beginning	Emerging	Applying	Integrating	Innovating
<p>Is aware of the importance of the physical and/or virtual learning environments that support student learning. Is aware that structured interaction between students can support learning. Some students use available resources in learning environments during instruction.</p>	<p>Experiments with adapting the physical and/or virtual learning environments that support student learning. Structures for interaction are taught in single lessons or sequence of lessons to support student learning. Students use resources provided in learning environments and interact with each other to understand and complete learning tasks in single lessons or sequence of lessons.</p>	<p>Develops physical and/or virtual learning environments that reflect student diversity and provide a range of resources for learning. Utilizes a variety of structures for interaction during learning activities that ensure a focus on and completion of learning tasks.</p>	<p>Maintains physical and/or virtual learning environments that reflect student diversity and provides a broad range of resources, displays, and artifacts that are current and integral to instruction. Integrates a variety of structures for interaction that engage students constructively and productively in learning. Students routinely use a range of resources in learning environments that relate to and enhance instruction and reflect their diversity. Students share in monitoring and assessment of interactions to improve effectiveness and develop a positive culture for learning.</p>	<p>Adapts physical and/or virtual learning environments flexibly to facilitate access to a wide range of resources that engage students in learning. Ensures that environments enhance learning and reflect diversity within and beyond the classroom. Selects from a repertoire of structures for interaction to ensure accelerated learning for the full range of students. Students participate in monitoring and changing the design of learning environments and structures for interaction.</p>

Adopted: January 14, 1997

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Element 2.3: Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.

Beginning	Emerging	Applying	Integrating	Innovating
<p>Adheres to policies and laws regarding safety that are required by the site, district, and state.</p> <p>Responds to behaviors that impact student safety as they arise.</p> <p>Students are aware of required safety procedures and the school and classroom rationale for maintaining safety.</p>	<p>Recognizes and addresses safety issues regarding materials, student interactions, and the organization of the learning environments.</p> <p>Explores strategies to establish intellectual and emotional safety in the classroom.</p> <p>Students follow teacher guidance regarding potential safety issues for self or others.</p>	<p>Anticipates and reduces risks to physical, intellectual, and emotional safety using multiple strategies that include examining biases in the learning environment and curriculum.</p> <p>Models and provides instruction on skills that develop resiliency and support intellectual and emotional safety.</p> <p>Students take risks, offer opinions, and share alternative perspectives.</p>	<p>Integrates support for students to take risks and offer respectful opinions about divergent viewpoints.</p> <p>Engages in reflection on their own language and behavior that contributes to intellectual and emotional safety in the classroom.</p> <p>Students develop and practice resiliency skills and strategies to strive for academic achievement, and establish intellectual and emotional safety in the classroom.</p>	<p>Shares responsibility with the students for the establishment and maintenance of a safe physical, intellectual, and emotional environment focused on high quality and rigorous learning.</p> <p>Students demonstrate resiliency in perseverance for academic achievement.</p> <p>Students share responsibility for intellectual and emotional safety for themselves and others in the classroom.</p>

Adopted: January 14, 1997

Amended: July 1, 2022

Element 2.4: Creating a rigorous learning environment with high expectations and appropriate support for all students.

Beginning	Emerging	Applying	Integrating	Innovating
<p>Focuses the rigor of the learning environment on accuracy of answers and completion of learning tasks. Is aware of the importance of maintaining high expectations for students. Some students ask for teacher support to understand or complete learning tasks.</p>	<p>Focuses on the development of a rigorous learning environment that includes accuracy, understanding, and the importance of meeting targeted learning goals. Works to maintain high expectations for students while becoming aware of achievement patterns for individuals and groups of students. Some individuals and groups of students work with the teacher to support accuracy and comprehension in their learning.</p>	<p>Develops a rigorous learning environment that includes accuracy, analysis, problem solving, and appropriate levels of challenge. Holds high expectations for students. Has an understanding of achievement patterns, and uses scaffolds to address achievement gaps. Students engage in a variety of differentiated supports and challenges in ways that promote their accuracy, analysis, and problem solving in learning.</p>	<p>Integrates rigor throughout the learning environment that values accuracy, analysis, and critical reading, writing and thinking. Integrates strategic scaffolds and technologies throughout instruction that support the full range of learners in meeting high expectations for achievement. Students actively use supports and challenges to complete critical reading, writing, higher order thinking, and problem solving across subject matter.</p>	<p>Facilitates a rigorous learning environment in which students take leadership in learning. Fosters extended studies, research, analysis and purposeful use of learning. Supports students to utilize an extensive repertoire of differentiated strategies to meet high expectations. Students take responsibility to fully utilize teacher and peer support, and to achieve consistently high levels of factual and analytical learning.</p>

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Element 2.5: Developing, communicating, and maintaining high standards for individual and group behavior.

Beginning	Emerging	Applying	Integrating	Innovating
<p>Establishes expectations, rules, and consequences for individual and group behavior.</p> <p>Refers to standards for behavior and applies consequences as needed.</p> <p>Students are aware of classroom rules and consequences.</p>	<p>Develops expectations with some student involvement.</p> <p>Communicates, models and explains expectations for individual and group behavior.</p> <p>Reviews standards for behavior with students in single lessons or sequence of lessons in anticipation of need for reinforcement.</p> <p>Students know expectations for behavior and consequences and respond to guidance in following them.</p>	<p>Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual and group behavior.</p> <p>Utilizes routines references to standards for behavior prior and during individual and group work.</p> <p>Students follow behavior expectations, accept consequences and increase positive behaviors.</p>	<p>Integrates equitable expectations, positive supports, and consequences for individual and group behavior within and across learning activities.</p> <p>Guides and supports students to self-assess, monitor, and set goals for individual and group behavior and participation.</p> <p>Students respond to individual and group behaviors and encourage and support each other to make improvements.</p>	<p>Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.</p> <p>Students demonstrate positive behavior, consistent participation and are valued for their unique identities.</p>

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Amended: July 1, 2022

Element 2.6: Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.

Beginning	Emerging	Applying	Integrating	Innovating
<p>Establishes procedures, routines or norms for single lessons to support student learning. Responds to disruptive behavior. Students are aware of procedures, routines, and classroom norms.</p>	<p>Develops routines, procedures, and norms in single lessons or sequence of lessons with some student involvement. Seeks to promote positive behaviors and responds to disruptive behavior. Students receive correction for behavior that interferes with learning, and positive reinforcement in following routines, procedures, and norms.</p>	<p>Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms. Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruptions to the learning climate. Students participate in routines, procedures, and norms and receive reinforcement for positive behaviors. Students receive timely feedback and consequences for behaviors that interfere with learning.</p>	<p>Engages students in monitoring and reflecting on routines, procedures, and norms in ways that are culturally responsive. Maintains a quality learning climate that builds on student strengths. Promotes positive behaviors and consistently prevents or refocuses behaviors disruptive to the learning climate. Students are involved in assessment and monitoring of routines, procedures, and norms in ways that improve the learning climate.</p>	<p>Facilitates student participation in developing, monitoring, and adjusting routines and procedures focuses on maximizing learning. Classroom climate integrates school standards and culturally relevant norms. Promotes positive behaviors and establishes preventions and a positive classroom climate that eliminate most disruptive behavior. Students share responsibility with teacher for managing and maintaining a positive classroom climate that promotes learning.</p>

Adopted: January 14, 1997

Amended: July 1, 2022

Element 2.7: Using instructional time to optimize learning.

Beginning	Emerging	Applying	Integrating	Innovating
<p>Paces instruction based on curriculum guidelines.</p> <p>Develops awareness of how transitions and classroom management impact pacing and lessons.</p> <p>Some students complete learning activities in the time allotted.</p>	<p>Paces instruction with some consideration of lesson type, adjustments for sufficient student work time and transitions to optimize learning.</p> <p>Students complete learning activities and, as needed, may receive some adjustments of time allotted for tasks or expectations for completion.</p>	<p>Paces instruction with students to provide adequate time for instruction, checking for understanding, completion of learning activities, and closure.</p> <p>Students participate in and complete a variety of learning activities in the time allotted with options for extension and review.</p>	<p>Paces instruction to include ongoing assessment of student learning. Supports students in the monitoring of instructional time.</p> <p>Students use their instructional time to engage in and complete learning activities and are prepared for the next sequence of instruction.</p>	<p>Paces, adjusts, and fluidly facilitates instruction and daily activities.</p> <p>Students monitor their own time, are engaged in accomplishing learning goals, and participate in reflection, self-assessment, and goal setting.</p>

Adopted: January 14, 1997

Amended: July 1, 2022

3. Understanding and Organizing Subject Matter for Student Learning

Element 3.1: Demonstrating knowledge of subject matter academic content standards.

Beginning	Emerging	Applying	Integrating	Innovating
Has foundational knowledge of subject matter, related academic language, and academic content standards.	Examines concepts in subject matter and academic language to identify connections between academic content standards and instruction.	Understands and explains the relationship between essential subject matter concepts, academic language, and academic content standards.	Uses broad knowledge of the relationships between subject matter concepts, academic language, and academic content standards, in ways that ensure clear connections and relevance to students.	Uses extensive knowledge of subject matter concepts, current issues, academic language, and research to make relevant connections to standards during instruction and extend student learning.

Element 3.2: Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.

Beginning	Emerging	Applying	Integrating	Innovating
Has basic knowledge of student stages of development while becoming aware of differences in students' understanding of subject matter. Teaches subject-specific vocabulary following curriculum guidelines.	Expands knowledge of student development and implements learning activities in single lessons or sequence of lessons that address students' proficiencies and support understanding of subject matter including related academic language. Provides explicit teaching of essential content vocabulary and associated academic language in single lessons or sequence of lessons. Explains academic language, formats, and vocabulary to support student access to subject matter when confusions are identified.	Uses knowledge of student development and proficiencies to adapt instruction and meet students' diverse learning needs. Ensures understanding of subject matter including related academic language. Provides explicit teaching of essential vocabulary, idioms, keywords with multiple meanings, and academic language in ways that engage students in accessing subject matter text or learning activities.	Integrates knowledge of individual student development to inform instructional decisions to ensure student understanding of subject matter including related academic language. Provides explicit teaching of specific academic language, text structure, grammatical, and stylistic language features to ensure equitable access and subject matter understanding for the range of student language levels and abilities.	Draws upon comprehensive knowledge of students to guide all students to develop proficiencies, understand subject matter including related academic language. Engages students at all levels of vocabulary, academic language, and proficiency in self-directed goal setting, monitoring, and improvement. Guides all students in using analysis strategies that provides equitable access and deep understanding of subject matter.

Adopted: January 14, 1997

Amended: July 1, 2022

Element 3.3: Organizing curriculum to facilitate student understanding of the subject matter.

Beginning	Emerging	Applying	Integrating	Innovating
Follows organization of curriculum as provided by site and district to support student understanding of subject matter.	Examines organization of curriculum and considers adjustments in single lessons or sequence of lessons to support understanding of subject matter.	Uses knowledge of curriculum and student readiness to organize and adjust the curriculum to ensure student understanding.	Integrates knowledge of curriculum and resources to organize and adjust instruction within and across subject matter to extend student understanding.	Draws upon extensive knowledge of curriculum and related resources to flexibly and effectively organize and adjust instruction. Ensures student comprehension and facilitates student articulation about what they do and don't understand.

Element 3.4: Utilizing instructional strategies that are appropriate to the subject matter.

Beginning	Emerging	Applying	Integrating	Innovating
Uses instructional strategies that are provided in the curriculum.	Gathers and uses additional instructional strategies in single lessons or sequence of lessons to increase student understanding of academic language appropriate to subject matter.	Selects and adapts a variety of instructional strategies to ensure student understanding of academic language appropriate to subject matter and that address students' diverse learning needs.	Integrates instructional strategies appropriate to subject matter to meet students' diverse learning needs, to ensure student understanding of academic language, and guide students in understanding connections within and across subject matter.	Draws upon an extensive repertoire of instructional strategies to develop enthusiasm, meta-cognitive abilities, and support and challenge the full range of students towards a deep knowledge of subject matter.

Adopted: January 14, 1997

Amended: July 1, 2022

Element 3.5: Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.

Beginning	Emerging	Applying	Integrating	Innovating
<p>Uses available instructional materials, resources, and technologies for specific lessons to make subject matter accessible to students. Identifies technological resources needed.</p>	<p>Explores additional instructional materials, resources, and technologies to make subject matter accessible to students. Explores how to make technological resources available to all students.</p>	<p>Selects, adapts, and utilizes appropriate instructional materials, resources, and technologies for concept and skill development in subject matter. Resources reflect the diversity of the classroom and support differentiated learning of subject matter. Guides students to use available print, electronic, and online subject matter resources based on individual needs.</p>	<p>Integrates a wide range of adapted resources, technologies, and instructional materials to meet identified student needs and make subject matter accessible to students. Assists students with equitable access to materials, resources, and technologies. Seeks outside resources and support.</p>	<p>Engages students in identifying and adapting resources, technologies, and standards-aligned instructional materials to extend student understanding and critical thinking about subject matter. Ensures that students are able to obtain equitable access to a wide range of technologies, through ongoing links to outside resources and support.</p>

Element 3.6: Addressing the needs of English Learners and students with special needs to provide equitable access to the content.

Beginning	Emerging	Applying	Integrating	Innovating
<p>Is aware of students' primary language and English language proficiencies based on available assessment data. Has an awareness of the full range of students identified with special needs through data provided by the school. Provides adapted materials to help English Learners access content. Attends required meeting with resource personnel and families. Learns about referral processes for students with special needs.</p>	<p>Seeks additional information describing elements of culture and language proficiencies in listening, speaking, reading and writing. Uses multiple measures for assessing English Learners' performance to identify gaps in English language development. Seeks additional information on the full range of students identified with special needs to address challenges or supports in single lessons or sequence of lessons. Attempts to scaffold content using visuals, models, and graphic organizers. Cooperates with resource personnel, para-educators, and families during meetings and activities in support of learning plans and goals. Seeks additional information on struggling learners and advanced learners to determine appropriateness for referral.</p>	<p>Identifies English language proficiencies and English learner strengths in the study of language and content. Differentiates instruction using one or more components of English language development to support English learners. Utilizes information on the full range of students identified with special needs to assess strengths and competencies to provide appropriate challenge and accommodation in instruction. Creates and implements scaffolds to support standards-based instruction using literacy strategies, SDAIE, and content level English language development in order for students to improve language proficiencies and understand content. Communicates regularly with resource personnel, para-educators, and families to ensure that student services are provided and progress is made in accessing appropriate content. Refers students as needed in a timely and appropriate manner supported with documented data over time, including interventions tried previous to referral.</p>	<p>Integrates knowledge of English language development and English learner's strengths and assessed needs to differentiate English language and content instruction. Integrates accommodations, adaptations, and extensions to instruction for the full range of students with special needs to ensure adequate support and challenge. Develops and adapts instruction to provide a wide range of scaffolded supports for language and content for the range of English learners. Communicates and collaborates with colleagues, support staff and families to ensure consistent instruction. Supports families in positive engagement with the school. Initiates and monitors referral processes and follow-up meetings to ensure that students receive support and/or extended learning that is integrated into the core curriculum.</p>	<p>Engages English learners in assessment of their progress in English language development and in meeting content standards. Supports students to establish and monitor language and content goals. Guides and supports the full range of students with special needs to actively engage in their assessment, and monitor their own strengths, learning needs, and achievements in accessing content. Is resourceful and flexible in the design, adjustment and elimination of scaffolds based on English learners' proficiencies, knowledge and skills in content. Communicates and collaborates with resource personnel, para-educators, families, leadership, and students in creating a coordinated program to optimize success of the full range of students with special needs. Takes leadership at the site/district and collaborates with resource personnel to ensure the smooth and effective implementation of referral processes.</p>

Adopted: January 14, 1997

Amended: July 1, 2022

4. Planning Instruction and Designing Learning Experiences for all Students

Element 4.1: Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction.

Beginning	Emerging	Applying	Integrating	Innovating
Plans daily lessons using available curriculum and information from district and state required assessments. Is aware of the impact of bias on learning.	Plans single lessons or sequence of lessons using additional assessment information on student academic readiness, language, cultural background and individual development. Becomes aware of potential areas of bias and seeks to learn about culturally responsive pedagogy.	Plans differentiated instruction based on knowledge of students’ academic readiness, academic language, diverse cultural backgrounds, and individual cognitive, social, emotional and physical development. Examines potential sources of bias and stereotyping when planning lessons. Uses culturally responsive pedagogy in planning.	Plans differentiated instruction which is based on broad knowledge of students while matching resources and specific strategies to students’ diverse learning needs and cultural backgrounds. Planning addresses bias, stereotyping and assumptions about cultures and members of cultures.	Plans differentiated instruction that provides systematic opportunities for supporting and extending student learning based on comprehensive information on students. Engages students in the analysis of bias, stereotyping and assumptions.

Element 4.2: Establishing and articulating goals for student learning.

Beginning	Emerging	Applying	Integrating	Innovating
Establishes learning goals for single lessons to students based on content standards and available curriculum guidelines.	Establishes and shares learning goals for skill development with students in single lessons and sequence of lessons based on standards and curriculum.	Establishes and communicates clear learning goals to students that are accessible, challenging, and differentiated to address students’ diverse learning needs.	Establishes and articulates comprehensive short- and long-term learning goals for students. Plans for students to articulate and monitor learning goals.	Establishes and articulates learning goals that are communicated clearly, referred to frequently, and utilized by students to monitor and advance their learning.

Adopted: January 14, 1997

Amended: July 1, 2022

Element 4.3: Developing and sequencing long-term and short-term instructional plans to support student learning.

Beginning	Emerging	Applying	Integrating	Innovating
Uses available curriculum guidelines for daily, short- and long-term plans.	Begins to plan curriculum units that include a series of connected lessons and are linked to long-term planning to support student learning.	Establishes short- and long-term curriculum plans for subject matter concepts and essential related academic language and formats that support student learning.	Refines sequence of long-term plans to reflect integration of curriculum guidelines, frameworks, and content standard with assessed instructional needs to ensure student learning.	Utilizes extensive knowledge of the curriculum, content standards, and assessed learning needs to design cohesive and comprehensive long- and short-term instructional plans that ensure high levels of learning.

Element 4.4: Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.

Beginning	Emerging	Applying	Integrating	Innovating
Plans instruction that incorporates strategies suggested by curriculum guidelines. Is aware of student content, learning, and language needs through data provided by the site and district.	Selects strategies for single lessons or sequence of lessons that respond to students' diverse learning needs. Seeks to learn about students' diverse learning and language needs beyond basic data.	Incorporates instructional strategies into ongoing planning address culturally responsive pedagogy, and students' diverse language and learning needs. Considers strategies to provide support and challenge for students. Uses assessments of students' learning and language needs to inform planning differentiated instruction.	Plans differentiated instruction using strategies to address learning styles and meet students' assessed language and learning needs. Incorporates appropriate support and challenge for students. Integrates results from a broad range of assessments into planning to meet students' diverse learning and language needs.	Plans instruction incorporating a repertoire of strategies to specifically meet students' diverse language and learning needs and styles to advance learning for all. Facilitates opportunities for students to reflect on their learning and the impact of instructional strategies to meet their learning and language needs.

Adopted: January 14, 1997

Amended: July 1, 2022

Element 4.5: Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

Beginning	Emerging	Applying	Integrating	Innovating
Implements lessons and uses materials from curriculum provided.	Begins to adapt plans and materials in single lessons or sequence of lessons to address students' learning needs.	Makes adjustments and adaptations to differentiate instructional plans. Uses culturally responsive pedagogy and additional materials to support students' diverse learning needs.	Makes ongoing adjustments to instructional plans and uses a variety of materials as the instructional need arises to support student learning.	Anticipates and plans for a wide range of adaptations to lessons based on in depth analysis of individual student needs. Engages with students to identify types of adjustments in instruction that best meet their learning needs.

5. Assessing Students for Learning

Element 5.1: Applying knowledge of the purposes, characteristics, and uses of different types of assessments.

Beginning	Emerging	Applying	Integrating	Innovating
Is aware of the purposes and characteristics of formative and summative assessments.	Explores the use of different types of pre-assessment, formative and summative assessments. Begins to identify specific characteristics of assessments that yield different types of information about students' preparedness, progress, and proficiency.	Decides on the purpose for assessment and skills to be assessed to select appropriately matched pre-, formative, and summative assessments. Selects assessments based on a clear understanding of the purposes and characteristics of assessments to support student learning.	Develops and adapts the range of appropriate assessment to address questions about students' learning needs and progress. Integrates a variety of characteristics into assessments to allow students with a range of learning needs to demonstrate what they know.	Demonstrates purposeful use of a wide range of assessments to support differentiated student learning needs and reflect progress. Draws flexibly from a repertoire of appropriate assessment options and characteristics to maximize student demonstration of knowledge.

Element 5.2: Collecting and analyzing assessment data from a variety of sources to inform instruction.

Beginning	Emerging	Applying	Integrating	Innovating
Uses data from required assessments to assess student learning. Follows required processes for data analysis and draws conclusions about student learning.	Explores collecting additional data using supplemental assessments. Makes adjustments in planning for single lessons or sequence of lessons based on analysis of assessment data.	Collects a variety of formal and informal assessment data on student learning. Uses analysis of a variety of data to inform planning and differentiation of instruction.	Designs and integrates an assessment plan that provides formal and informal assessment data on student learning. Uses data analysis of a broad range of assessments to provide comprehensive information to guide planning and differentiation of instruction.	Infuses assessments strategically and systematically throughout instruction to collect ongoing assessment data appropriate for the range of learning needs. Uses results of ongoing data analysis to plan and differentiate instruction for maximum academic success.

Adopted: January 14, 1997

Amended: July 1, 2022

Element 5.3: Reviewing data, both individually and with colleagues, to monitor student learning.

Beginning	Emerging	Applying	Integrating	Innovating
Reviews and monitors available assessment data as required by site and district processes.	Reviews and monitors additional assessment data individually and with colleagues and identifies learning needs of individual students.	Reviews and monitors a variety of data on student learning individually and with colleagues to identify trends and patterns among groups of students.	Reviews and monitors a broad range of data individually and with colleagues to analyze student thinking and identify underlying causes for trends.	Facilitates collaborative work and fosters colleagues' ability to identify and address underlying causes for achievement patterns and trends.

Element 5.4: Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.

Beginning	Emerging	Applying	Integrating	Innovating
Uses data from assessments provided by the site and district to set learning goals for the class. Plans instruction using available curriculum guidelines.	Uses data from available assessments to establish content based learning goals for class and individual students in single lessons or sequence of lessons. Plans adjustments in instruction to address learning needs of individual students.	Uses a variety of assessment data to set student learning goals for content and academic language. Plans differentiated lessons and modifications to instruction to meet students' diverse learning needs.	Integrates a broad range of data to set learning goals for content and academic language across content standards. Plans differentiated instruction targeted to meet individual and group learning needs. Modifies lessons during instruction based on informal assessments.	Reflects on data continuously to make ongoing refinements to learning goals for content and academic language for the full range of students. Uses data systematically to refine planning, differentiate instruction, and make ongoing adjustments to match the evolving learning needs of individuals and groups.

Adopted: January 14, 1997

Amended: July 1, 2022

Element 5.5: Involving all students in self-assessment, goal setting, and monitoring progress.

Beginning	Emerging	Applying	Integrating	Innovating
Informs students about lesson objectives, outcomes, and summative assessment results. Recognizes the need for individual learning goals. Monitors progress using available tools for recording.	Begins to encourage students to establish learning goals through single lessons or sequence of lessons that include goal setting exercises. Provides students with opportunities in single lessons or sequence of lessons to monitor their own progress toward class or individual goals.	Models and scaffolds student self-assessment and goal setting processes for learning content and academic language development. Guides students to monitor and reflect on progress on a regular basis.	Implements structures for students to self-assess and set learning goals related to content, academic language and individual skills. Integrates student self-assessment, goal-setting, and monitoring progress across the curriculum.	Provides systematic opportunities for student self-assessment, goal setting and monitoring progress. Develops students' metacognitive skills for analyzing progress and refining goals towards high levels of academic achievement.

Element 5.6: Using available technologies to assist in assessment, analysis, and communication of student learning.

Beginning	Emerging	Applying	Integrating	Innovating
Uses available technology to record assessments, determine proficiency levels, and make required communications about student learning.	Explores use of additional technologies to implement individual assessments, record results, and communicate with administration, colleagues, and families about student learning.	Uses technology to design and implement assessments, record and analyze results, and communicate about student learning with administration, colleagues, families and students. Ensures that communications are received by those who lack access to technology.	Integrates a wide variety of technologies into the development, implementation, analysis of assessments, and communication of student learning to all audiences.	Uses a wide range of technologies to design, implement, and analyze assessments and provides for in depth and ongoing communication regarding student learning for all audiences.

Adopted: January 14, 1997

Amended: July 1, 2022

Element 5.7: Using assessment information to share timely and comprehensible feedback with students and their families.

Beginning	Emerging	Applying	Integrating	Innovating
<p>Provides students with feedback through assessed work and required summative assessments. Notifies families of student proficiencies, challenges, and behavior issues through school mandated procedures.</p>	<p>Provides students with additional feedback based on formative assessments from single lessons or sequence of lessons. Seeks to provide feedback in ways that students understand. Communicates with families about student progress, strengths, and needs at reporting periods. Contacts families as needs arise regarding struggling students or behavior issues.</p>	<p>Provides students with clear and timely information about strengths, needs and strategies for improving academic achievement. Provides opportunities for comprehensible and timely two-way communications with families to share student assessments, progress, raise issues and/or concerns, and guide family support.</p>	<p>Integrates the ongoing sharing of clear and timely feedback to students from formal and informal assessments in ways that support increased learning. Communicates regularly with families to share a range of assessment information that is comprehensible and responsive to individual student and family needs.</p>	<p>Facilitates students' leadership in seeking and using ongoing comprehensible feedback to accelerate their learning. Engages families in a variety of ongoing comprehensible communications about individual student progress and ways to provide and monitor support.</p>

Adopted: January 14, 1997

Amended: July 1, 2022

6. Developing as a Professional Educator

Element 6.1: Reflecting on teaching practice in support of student learning.

Beginning	Emerging	Applying	Integrating	Innovating
Is aware of the need to reflect on teaching practice to support student learning. Reflects individually or with colleagues on immediate student learning needs.	Begins to engage in reflection on teaching practice individually and with colleagues that is focused on methods to support the full range of learners.	Engages in reflection individually and with colleagues on the relationship between making adjustments in teaching practice and impact on the full range of learners.	Reflects individually and with colleagues on refinements in teaching practice and connections among the elements of the CSTP to positively impact the full range of learners.	Maintains ongoing reflective practice and action research in supporting student learning and raising the level of academic achievement. Engages in and fosters reflection among colleagues for school wide impact on student learning.

Element 6.2: Establishing professional goals and engaging in continuous and purposeful professional growth and development.

Beginning	Emerging	Applying	Integrating	Innovating
Develops goals connected to the CSTP through required processes and local protocols. Attends required professional development.	Sets goals connected to the CSTP that take into account self-assessment of teaching practice. Expands knowledge and skills individually and with colleagues through available professional development.	Sets goals connected to the CSTP that are authentic, challenging, and based on self-assessment. Aligns personal goals with school and district goals, and focuses on improving student learning. Selects and engages in professional development based on needs identified in professional goals.	Sets and modifies authentic goals connected to the CSTP that are intellectually challenging and based on self-assessment and feedback from a variety of sources. Engages in and contributes to professional development targeted on student achievement. Pursues a variety of additional opportunities to learn professionally.	Sets and modifies a broad range of professional goals connected to the CSTP to improve instructional practice and impact student learning within and beyond the classroom. Engages in ongoing inquiry into teacher practice for professional development. Contributes to professional organizations, and development opportunities to extend own teaching practice.

Adopted: January 14, 1997

Amended: July 1, 2022

Element 6.3: Collaborating with colleagues and the broader professional community to support teacher and student learning.

Beginning	Emerging	Applying	Integrating	Innovating
Attends staff, grade level, department, and other required meetings and collaborations. Identifies student and teacher resources at the school and district level.	Consults with colleagues to consider how best to support teacher and student learning. Begins to identify how to access student and teacher resources in the broader professional community.	Collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level. Interacts with members of the broader professional community to access resources that support teacher effectiveness and student learning.	Collaborates with colleagues to expand impact on teacher and student learning within grade or department and school and district levels. Engages with members of the broader professional community to access resources and a wide range of supports for teaching the full range of learners.	Facilitates collaboration with colleagues. Works to ensure the broadest positive impact possible on instructional practice and student achievement at school and district levels and for the profession. Initiates and develops professional learning opportunities with the broader professional community focused on student achievement.

Element 6.4: Working with families to support student learning.

Beginning	Emerging	Applying	Integrating	Innovating
Is aware of the role of the family in student learning and the need for interactions with families.	Acknowledges the importance of the family's role in student learning. Seeks information about cultural norms of families represented in the school. Welcomes family involvement at classroom/ school events.	Supports families to contribute to the classroom and school. Adjusts communications to families based on awareness of cultural norms and wide range of experiences with schools.	Provides opportunities and support for families to actively participate in the classroom and school. Communicates to families in ways which show understanding of and respect for cultural norms.	Structures a wide range of opportunities for families to contribute to the classroom and school community. Supports a school/ district environment in which families take leadership to improve student learning.

Adopted: January 14, 1997

Amended: July 1, 2022

Element 6.5: Engaging local communities in support of the instructional program.

Beginning	Emerging	Applying	Integrating	Innovating
Develops awareness about local neighborhoods and communities surrounding the school. Uses available neighborhood and community resources in single lessons.	Seeks available neighborhood and community resources. Includes references or connections to communities in single lessons or sequence of lessons.	Uses a variety of neighborhood and community resources to support the curriculum. Includes knowledge of communities when designing and implementing instruction.	Utilizes a broad range of neighborhood and community resources to support the instructional program, students, families. Draws from understanding of community to improve and enrich the instructional program.	Collaborates with community members to increase instructional and learning opportunities for students. Engages students in leadership and service in the community. Incorporates community members into the school learning community.

Element 6.6: Managing professional responsibilities to maintain motivation and commitment to all students.

Beginning	Emerging	Applying	Integrating	Innovating
Develops an understanding of professional responsibilities. Seeks to meet required commitments to students.	Maintains professional responsibilities in timely ways and seeks support as needed. Demonstrates commitment by exploring ways to address individual student needs.	Anticipates professional responsibilities and manages time and effort required to meet expectations. Pursues ways to support students' diverse learning needs and maintains belief in students' capacity for achievement.	Integrates the full range of professional responsibilities into advanced planning and prepares for situations that may be challenging. Maintains continual efforts to seek, develop, and refine new and creative methods to ensure individual student learning.	Models professionalism and supports colleagues in meeting and exceeding professional responsibilities effectively. Supports colleagues to maintain the motivation, resiliency, and energy to ensure that all students achieve.

Adopted: January 14, 1997

Amended: July 1, 2022

Element 6.7: Demonstrating professional responsibility, integrity, and ethical conduct.

Beginning	Emerging	Applying	Integrating	Innovating
<p>Follows all state education codes, legal requirements, district and site policies, contractual agreements, and ethical responsibilities, as follows:</p> <ul style="list-style-type: none"> ● Takes responsibility for student academic learning outcomes. ● Is aware of own personal values and biases and recognizes ways in which these values and biases affect the teaching and learning of students. ● Adheres to legal and ethical obligations in teaching the full range of learners, including English learners and students with special needs. ● Reports suspected cases of child abuse, and/or neglect as outlined in the California Child Abuse and Neglect Reporting Act. ● Maintains a non-hostile classroom environment and carries out laws and district guidelines for reporting cases of sexual harassment. ● Understands and implements school and district policies and state and federal law in responding to inappropriate or violent student behavior. ● Complies with legal and professional obligations to protect the privacy, health, and safety of students, families, and other school professionals. ● Models appropriate behavior for students, colleagues, and the profession. ● Acts in accordance with ethical considerations for students. ● Maintains professional conduct and integrity in the classroom and school community. 			<p>Maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances.</p> <p>Contributes to building professional community and holding peers accountable to norms of respectful treatment and communication.</p> <p>Contributes to fostering a school culture with a high degree of resilience, professional integrity, and ethical conduct.</p>	

Adopted: January 14, 1997

Amended: July 1, 2022

EXHIBIT G

Counselor

Evaluation

Handbook

Anderson Valley Unified School District

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Introduction

The purpose of Anderson Valley Unified School District's evaluation system is to improve the delivery of education services and to provide constructive assistance to unit members. We also hope to acknowledge, recognize, and celebrate the outstanding teaching and learning that occurs in our classrooms every day. We continue to strive to be a champion for children, schools and the community.

AVUSD's evaluation system is based on, and aligned with, the California Standards for the School Counseling Profession. For reference see Article 13 of the AVUSD-AVTA contract. We sincerely hope that this document brings clarity to the evaluation process including timelines, standards, and performance criterion.

Our evaluation process is specifically designed to:

- ❖ Support and provide constructive feedback to counselors
- ❖ Promote collaboration and reflection on best practices
- ❖ Incorporate a rubric that provides for common language and defines effective counseling practices
- ❖ Clearly delineate timelines

Adopted: January 14, 1997

Amended: July 1, 2022

Procedures

A differential evaluation process is used, based on a counselor's years of service with AVUSD:

- ❖ Pre-interns, interns, and probationary counselors in their first year at AVUSD
 - Meeting with supervisor to review evaluation process, discuss the *California Standards for the School Counseling Profession*, and set goals
 - Ongoing unscheduled, informal observations will occur regularly
 - A minimum of 2 scheduled observations, each with a pre-observation and post-observation conference
 - Final evaluation conference
 - Focus on two standards

- ❖ Probationary counselors in their second year at AVUSD
 - Meeting with supervisor to review evaluation process, discuss the *Developmental Continuum of Teacher Abilities*, and set goals
 - Ongoing unscheduled, informal observations will occur regularly
 - A minimum of 2 scheduled observations, each with a pre-observation and post-observation conference
 - Final evaluation conference
 - Focus on three standards

- ❖ Permanent counselors
 - Meeting with supervisor to review evaluation process, discuss the *Developmental Continuum of Teacher Abilities*, and set goals
 - Evaluated every other year
 - Ongoing unscheduled, informal observations will occur regularly
 - A minimum of 1 scheduled observation with a pre-observation and post-observation conference
 - Final evaluation conference
 - Evaluated on all 6 standards with a focus on 2 mutually agreed upon standards

Adopted: January 14, 1997

Amended: July 1, 2022

Timelines

GOAL SETTING CONFERENCE

FIRST YEAR PROBATIONARY (includes pre-intern and interns)	SECOND YEAR PROBATIONARY	PERMANENT
<p><u>Setting Goals & Objectives</u></p> <p><input type="checkbox"/> Conference to set goals by October 1st.</p> <ul style="list-style-type: none"> - Review evaluation process - Discuss the <i>California Standards for the School Counseling Profession</i> - Agree upon two standards to focus on - Set 1st Observation Date/Pre-Conference Date 	<p><u>Setting Goals & Objectives</u></p> <p><input type="checkbox"/> Conference to set goals by November 1st.</p> <ul style="list-style-type: none"> - Discuss the <i>California Standards for the School Counseling Profession</i> - Agree upon three standards to focus on 	<p><u>Setting Goals & Objectives</u></p> <p><input type="checkbox"/> Conference to set goals by November 1st.</p> <ul style="list-style-type: none"> - Discuss the <i>California Standards for the School Counseling Profession</i> - Evaluated on all 6 Standards - 2 Standards are chosen as focus areas <p><input type="checkbox"/> or Alternative Evaluation (for counselors with 5 years or more in the District; voluntary)</p>

FIRST SCHEDULED OBSERVATIONS

<p align="center">FIRST YEAR PROBATIONARY (includes pre-intern and interns)</p>	<p align="center">SECOND YEAR PROBATIONARY</p>	<p align="center">PERMANENT</p>
<p><u>1st Scheduled Observation</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Pre-conference <ul style="list-style-type: none"> - Counselor and principal review pre-observation form prior to observation - Followed by face to face conversation - Administrator shares information (positive and areas of concern) regarding informal observations <input type="checkbox"/> 1st scheduled observation and post-conference within 10 days of observation <ul style="list-style-type: none"> - Focus on two standards <p>December 15 Completion</p>	<p><u>1st Scheduled Observation</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Pre-conference <ul style="list-style-type: none"> - Counselor and principal review pre-observation form prior to observation - Followed by face to face conversation - Administrator shares information (positive and areas of concern) regarding informal observations <input type="checkbox"/> 1st scheduled observation and post-conference within 10 days of observation <ul style="list-style-type: none"> - Focus on three standards <p>December 15 Completion</p>	<p><u>1st Scheduled Observation</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Pre-conference <ul style="list-style-type: none"> - Counselor and principal review pre-observation form prior to observation - Followed by face to face conversation - Administrator shares information (positive and areas of concern) regarding informal observations <input type="checkbox"/> 1st scheduled observation and post-conference within 10 days of observation <ul style="list-style-type: none"> - Focus on two selected Standards - Assessed and feedback provided on all 6 Standards <p>April 15 Completion</p>

SECOND SCHEDULED OBSERVATIONS

<p align="center">FIRST YEAR PROBATIONARY (includes pre-intern and interns)</p>	<p align="center">SECOND YEAR PROBATIONARY</p>	<p align="center">PERMANENT</p>
<p><u>2nd Scheduled Observation</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Pre-conference <ul style="list-style-type: none"> - Counselor and principal review pre-observation form prior to observation - Followed by face to face conversation - Administrator shares information (positive and areas of concern) regarding informal observations <input type="checkbox"/> 2nd scheduled observation and post-conference within 10 days of observation <ul style="list-style-type: none"> - Focus on two standards <p>February 1 Completion</p>	<p><u>2nd Scheduled Observation</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Pre-conference <ul style="list-style-type: none"> - Counselor and principal review pre-observation form prior to observation - Followed by face to face conversation - Administrator shares information (positive and areas of concern) regarding informal observations <input type="checkbox"/> 2nd scheduled observation and post-conference within 10 days of observation <ul style="list-style-type: none"> - Focus on three standards <p>February 1 Completion</p>	<p><u>2nd Scheduled Observation</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Not required unless: <ul style="list-style-type: none"> - Mutually agreed upon by counselor and principal - The first observation resulted in an Unsatisfactory (1 or 2) on any of the focus standards <input type="checkbox"/> If a second scheduled observation is agreed upon or required, it must be completed by May 1st.

FINAL EVALUATIONS

<p align="center">FIRST YEAR PROBATIONARY (includes pre-intern and interns)</p>	<p align="center">SECOND YEAR PROBATIONARY</p>	<p align="center">PERMANENT</p>
<p><u>Final Evaluation</u></p> <p>February 15 Completion</p>	<p><u>Final Evaluation</u></p> <p>February 15 Completion</p>	<p><u>Final Evaluation</u></p> <p>May 15 Completion</p>

Goal Setting Form

To be completed in August or September

Name _____ School Year _____

School/Site _____ Position _____

Status: ___ Pre-intern, intern, or first year in AVUSD ___ Second year in AVUSD
 ___ Permanent 3-10 years in AVUSD ___ Permanent - more than 10 years in AVUSD

- ❖ Pre-intern, intern, or first year counselor with AVUSD: You will be evaluated on all six standards; the focus will be on two (2) Standards.
- ❖ Second year counselor with AVUSD: You will be evaluated on all six standards; the focus will be on three (3) Standards.
- ❖ Permanent counselor with AVUSD: You are responsible for and will be evaluated on all six (6) Standards. Choose a minimum of two (2) focus areas/standards and identify specific objectives and activities by answering the questions in your chosen areas. These foci need to be mutually agreed upon by the evaluator and the evaluatee.

1. Engage, Advocate For, and Support All Students in Learning
 - 1.1. Ensure all students are engaged in a system of support designed for learning and academic success.
 - 1.2. Advocate for educational opportunity, equity and access for all students.
 - 1.3. Advocate for the learning and academic success of all students.
 - 1.4. Identify student problems in their earliest stages and implement prevention and intervention strategies.

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

2. Plan, Implement, and Evaluate Programs to Promote Academic, Career, Personal, and Social Development of All Students

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

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

3. Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement

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

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

4. Collaborate and Coordinate with school and Community Resources
 - 4.1. Build and maintain student support teams for student achievement.
 - 4.2. Provide consultation and education for teachers and parents.
 - 4.3. Develop working relationships within the school that include school staff members, parents, and community members.
 - 4.4. Coordinate support from community agencies.

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

5. Promote and Maintain a Safe Learning Environment for All Students
 - 5.1. Promote a positive, safe, and supportive learning environment.
 - 5.2. Develop and implement programs that address the personal and social risk factors of students.
 - 5.3. Develop and implement programs that reduce the incidence of school site violence.
 - 5.4. Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system.

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

6. Develop as a Professional School Counselor

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

What do you desire to accomplish in this area? (Goals/Objectives)

How will you know you have accomplished this? What will an evaluator be able to observe to show you have attained your goal? (Measurable/Method)

This year my focus will be on Standard _____ and Standard _____.

Evaluator's Signature

Date

Evaluatee's Signature

Date

Name _____ Year _____

School _____ Position _____

Pre-Observation Form for Counselor

From the chart below, circle the number of the Standard(s) you are focusing on for the year. Circle the letter of the indicator(s) you are specifically focusing on. If there are other areas you will demonstrate in this lesson, highlight them so that your evaluator will be able to give you feedback

<p>1. Engage, Advocate For and Support All Students in Learning</p> <ul style="list-style-type: none"> 1.1. Ensure all students are engaged in a system of support designed for learning and academic success 1.2. Advocate for educational opportunity, equity and access for all students 1.3. Advocate for the learning and academic success of all students 1.4. Identify student problems in their earliest stages and implement prevention and intervention strategies 	<p>4. Collaborate and Coordinate with School and Community Resources</p> <ul style="list-style-type: none"> 4.1. Build and maintain student support teams for student achievement 4.2. Provide consultation and education for teachers and parents 4.3. Develop working relationships within the school that include school staff members, parents, and community members 4.4. Coordinate support from community agencies.
<p>2. Plan, Implement, and Evaluate Programs to Promote Academic, Career, Personal, and Social Development of All Students</p> <ul style="list-style-type: none"> 2.1. Demonstrate organization skills 2.2. Develop outcome-based programs 2.3. Assess program outcomes and analyze data 2.4. Demonstrate leadership in program development 	<p>5. Promote and Maintain a Safe Learning Environment for All Students</p> <ul style="list-style-type: none"> 5.1. Promote a positive, safe, and supportive learning environment 5.2. Develop and implement programs that address the personal and social risk factors of students 5.3. Develop and implement programs that reduce the incidence of school site violence. 5.4. Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system.
<p>3. Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement</p> <ul style="list-style-type: none"> 3.1. Assess student characteristics and utilize the information to plan for individual student growth and achievement 3.2. Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans 3.3. Monitor student personal, academic, and career progress 	<p>6. Develop as a Professional School Counselor</p> <ul style="list-style-type: none"> 6.1. Establish professional goals and pursue opportunities to improve 6.2. Model effective practices and continuous progress in school counseling 6.3. Adhere to professional codes of ethics, legal mandates, and district policies

Adopted: January 14, 1997

Amended: July 1, 2022

Post Observation Form for Counselor Optional

Name _____ Year _____

School _____ Position _____

Please answer these questions and bring the completed form with you to our Post-observation Conference.

1. What worked well?

2. What could have worked better? What did you learn?

3. What would you change?

4. Recommendations?

Evaluator's Signature

Date

Evaluatee's Signature

Date

This information has been discussed at my post-observation conference.

I choose to _____ I choose not to _____ have it included with my evaluation documents as part of my personnel file. *(please initial the appropriate blank)*

Observation Form for Evaluator

OBSERVATION OF COUNSELING PERFORMANCE

Name: _____ School: _____

Supervisor: _____ Assignment: _____ Dates: _____

Status of Teacher: Probationary 0 (Pre-Intern, Intern) Probationary 1
 Probationary 2 Temporary Permanent

Type of Observation: Scheduled Unscheduled

Key: 1. Does not meet standards 2. Partially meets standards 3. Meets standards 4./5. Exceeds or exemplifies standards

NOT ALL BOXES NEED TO BE CHECKED

	First Observation				Second Observation			
	1	2	3	4/5	1	2	3	4/5
STANDARD I - Engage, Advocate For and Support All Students in Learning								
Ensure all students are engaged in a system of support designed for learning and academic success.								
ÿ Advocate for educational opportunity, equity and access for all students.								
Advocate for the learning and academic success of all students.								
ÿ Identify student problems in their earliest stages and implement prevention and intervention strategies.								

	First Observation				Second Observation			
	1	2	3	4/5	1	2	3	4/5
STANDARD II - Plan, Implement, and Evaluate Programs to Promote Academic, Career, Personal, and Social Development of All Students								
Demonstrate organization skills								
Develop outcome-based programs								
ÿ Assess program outcomes and analyze data								
ÿ Demonstrate leadership in program development								

Adopted: January 14, 1997
 Amended: July 1, 2022

	First Observation				Second Observation			
	1	2	3	4/5	1	2	3	4/5
STANDARD III - Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement								
Assess student characteristics and utilize the information to plan for individual student growth and achievement.								
Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans.								
Monitor student personal, academic and career progress.								

	First Observation				Second Observation			
	1	2	3	4/5	1	2	3	4/5
STANDARD IV - Collaborate and Coordinate with school and Community Resources								
Build and maintain student support teams for student achievement.								
Provide consultation and education for teachers and parents.								
Develop working relationships within the school that include school staff members, parents, and community members.								
Coordinate support from community agencies.								

Adopted: January 14, 1997

Amended: July 1, 2022

	First Observation				Second Observation			
	1	2	3	4/5	1	2	3	4/5
STANDARD V - Promote and Maintain a Safe Learning Environment For All Students								
Promote a positive, safe, and supportive learning environment.								
Develop and implement programs that address the personal and social risk factors of students.								
Develop and implement programs that reduce the incidence of school site violence.								
Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system.								

	First Observation				Second Observation			
	1	2	3	4/5	1	2	3	4/5
STANDARD VI - Develop As a Professional School Counselor								
Establish professional goals and pursue opportunities to improve.								
Model effective practices and continuous progress in school counseling.								
Adhere to professional codes of ethics, legal mandates, and district policies.								

Adopted: January 14, 1997

Amended: July 1, 2022

Observation Form for Evaluator

Narrative Comments: *INSTRUCTIONS*

1. *Commendations and recommendations must include those relative to the Standards.*
2. *Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.*
3. *Comments that indicate “exceeds standards/ exemplifies standards” should be specific in nature and show evidence of exemplary performance.*

Observation 1

Standard	Evidence

A copy of this evaluation will be placed in your personnel file. You have the right to respond and your response will be attached to your evaluation.

Evaluator's Signature

Date

Counselor's Signature

Observation Form for Evaluator

Narrative Comments: *INSTRUCTIONS*

1. *Commendations and recommendations must include those relative to the Standards.*
2. *Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.*
3. *Comments that indicate “exceeds standards/ exemplifies standards” should be specific in nature and show evidence of exemplary performance.*

Observation 2

Standard	Evidence

A copy of this evaluation will be placed in your personnel file. You have the right to respond and your response will be attached to your evaluation.

Evaluator's Signature

Date

Counselor's Signature

Anderson Valley Unified School District Summative Evaluation Form

Name: _____ School: _____

Supervisor: _____ Assignment: _____ Dates: _____

Status of Teacher: Probationary 0 (Pre-Intern, Intern) Probationary 1
 Probationary 2 Temporary Permanent

Key: 1. Does not meet standards 2. Partially meets standards 3. Meets standards 4./5. Exceeds or exemplifies standards

	1	2	3	4/5
STANDARD I - Engage, Advocate For and Support All Students In Learning				
STANDARD II - Plan, Implement, and Evaluate Programs To Promote Academic, Career, Personal, and Social Development Of All Students				
STANDARD III - Utilize Multiple Sources of Information To Monitor and Improve Student Behavior and Achievement				
STANDARD IV - Collaborate and Coordinate With School and Community Resources				
STANDARD V - Promote and Maintain a Safe Learning Environment for All Students				
STANDARD VI - Develop As a Professional School Counselor				

Overall Rating

Unsatisfactory

Satisfactory

Exemplary

Referral to PA

Commendations and recommendations must include those relative to the Standards. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement. Comments that indicate "exceeds standards" should be specific in nature and show evidence of exemplary performance.

Overall Comments:

 Supervisor's signature & date

 Counselor's signature & date (Signature does not signify agreement)

This document, together with all observation forms and goal setting forms, will be placed in your personnel file. You have ten (10) days from receipt of this document to submit a signed, written response. The response will be attached to this document

Adopted: January 14, 1997

Amended: July 1, 2022

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 1st, of the school year proceeding 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.

Adopted: January 14, 1997

Amended: July 1, 2022

5. Termination by Mutual Consent
- 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, 19th 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: July 1, 2022

EXHIBIT K

Stipends

Varsity Coach	\$1000
J.V.Coach	\$825
Jr. HS Coach	\$650
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
FFA Advisor/Summer hours	\$3000
Other	By Administrative Approval
Agriculture Teacher	\$1000

Anderson Valley Unified - Certificated Salary Schedule - 2022-23
187 days

Step	A	with	B	with	C	with	D	with	E	with	F	with	STIPENDS	Article VII - Wages C.4:	
	BA + 30	with	BA + 45	with	BA + 60	with	BA + 75	with	BA + 90	with	Masters	health			
1	49,890	66,136	50,827	67,073	51,784	68,030	52,756	69,002	53,750	69,996	54,761	71,007	In order to qualify for such as 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.		
hourly	38.11		38.83		39.56		40.30		41.06		41.83				
2	50,827	67,073	51,784	68,030	52,756	69,002	53,750	69,996	54,761	71,007	55,792	72,038			
hourly	38.83		39.56		40.30		41.06		41.83		42.62				
3	51,784	68,030	52,756	69,002	53,750	69,996	54,761	71,007	55,792	72,038	56,841	73,087			
hourly	39.56		40.30		41.06		41.83		42.62		43.42				
4	52,756	69,002	53,750	69,996	54,761	71,007	55,792	72,038	56,841	73,087	57,912	74,158		Varsity Coach	\$1,000
hourly	40.30		41.06		41.83		42.62		43.42		44.24			J. V. Coach	\$825
5	53,751	69,997	54,761	71,007	55,792	72,038	56,841	73,087	57,912	74,158	59,002	75,248		Jr. HS Coach	\$650
hourly	41.06		41.83		42.62		43.42		44.24		45.07			Drama Dir.	\$375
6	54,762	71,008	55,792	72,038	56,841	73,087	57,912	74,158	59,002	75,248	60,114	76,360	Music Dir.	\$375	
hourly	41.83		42.62		43.42		44.24		45.07		45.92		Athletic Dir. - 3 X Varsity Coach	\$3,000	
7	55,791	72,037	56,841	73,087	57,912	74,158	59,002	75,248	60,114	76,360	61,245	77,491	Senior Advisor (up to 2 positions)	\$700 each	
hourly	42.62		43.42		44.24		45.07		45.92		46.79				
8	56,841	73,087	57,912	74,158	59,002	75,248	60,114	76,360	61,245	77,491	62,399	78,645	Cheerleading (may be split)	\$825	
hourly	43.42		44.24		45.07		45.92		46.79		47.67		Student Council Advisor	\$1,000	
9	57,912	74,158	59,002	75,248	60,114	76,360	61,245	77,491	62,399	78,645	63,574	79,820	Bilingual Competency Certificate or		
hourly	44.24		45.07		45.92		46.79		47.67		48.57				
10	59,002	75,248	60,114	76,360	61,245	77,491	62,399	78,645	63,574	79,820	64,771	81,017	M.S. Credential- Bilingual Crosscultural	\$500	
hourly	45.07		45.92		46.79		47.67		48.57		49.48				
11			61,245	77,491	62,399	78,645	63,574	79,820	64,771	81,017	65,993	82,239	Emphasis		
hourly			46.79		47.67		48.57		49.48		50.41		Dual Enrollment Classes	\$250/Unit	
12					63,574	79,820	64,771	81,017	65,993	82,239	67,237	83,483	FFA Summer Hrs Stipend	\$3,000	
hourly					48.57		49.48		50.41		51.36		AG Teacher Stipend	\$1,000	
13							65,993	82,239	67,237	83,483	68,503	84,749			
hourly							50.41		51.36		52.33		District Paid Benefits: 21/22 rates		
14							67,237	83,483	68,503	84,749	69,796	86,042	Retirement	16.920%	
hourly							51.36		52.33		53.32		Medicare	1.450%	
15							68,503	84,749	69,796	86,042	71,111	87,357	Worker Comp	2.716%	
hourly							52.33		53.32		54.32		Unemployment	0.500%	
16									71,111	87,357	72,452	88,698	Total	21.586%	
hourly									54.32		55.35			** Updated each year with new rates	
17									72,452	88,698	73,820	90,066			
hourly									55.35		56.39				
18									73,820	90,066	75,212	91,458	**Health/Dental/Vision:	2021/2022	
hourly									56.39		57.46		Cap in place 7/1/19	2019-2020	
19									75,212	91,458	76,631	92,877		\$17,668.16	
hourly									57.46		58.54			\$16,246.00	
20									76,631	92,877	78,077	94,323			
hourly									58.54		59.65				
21									78,077	94,323	79,550	95,796			
hourly									59.65		60.77				
22									79,550	95,796	81,052	97,298			
hourly									60.77		61.92				
23									81,052	97,298	82,583	98,829			
hourly									61.92		63.09				
24									82,583	98,829	84,143	100,389			
hourly									63.09		64.28				
25									84,142	100,388	85,729	101,975			
hourly									64.28		65.49				

Anderson Valley Unified School District
Counselor Salary Schedule
2022-2023

Counselor (195 Days)	
Step:	
	1 \$ 57,081
hourly	\$ 41.82
	2 \$ 58,156
hourly	\$ 42.61
	3 \$ 59,250
hourly	\$ 43.41
	4 \$ 60,365
hourly	\$ 44.22
	5 \$ 61,502
hourly	\$ 45.06
	6 \$ 62,663
hourly	\$ 45.91
	7 \$ 63,843
hourly	\$ 46.77
	8 \$ 65,047
hourly	\$ 47.65
	9 \$ 66,273
hourly	\$ 48.55
	10 \$ 67,521
hourly	\$ 49.47
	11 \$ 68,793
hourly	\$ 50.40
	12 \$ 70,091
hourly	\$ 51.35
	13 \$ 71,411
hourly	\$ 52.32
	14 \$ 72,760
hourly	\$ 53.30
	15 \$ 74,131
hourly	\$ 54.31
	16 \$ 75,530
hourly	\$ 55.33
	17 \$ 76,956
hourly	\$ 56.38
	18 \$ 78,407
hourly	\$ 57.44
	19 \$ 79,886
hourly	\$ 58.52
	20 \$ 81,394
hourly	\$ 59.63
	21 \$ 82,931
hourly	\$ 60.76
	22 \$ 84,497
hourly	\$ 61.90
	23 \$ 86,093
hourly	\$ 63.07
	24 \$ 87,718
hourly	\$ 64.26
	25 \$ 89,373
	\$ 65.47

Board Approved 5/10/22

**ADULT SCHOOL COORDINATOR
HOURLY SALARY SCHEDULE**

2022-2023 School Year

Years of Experience	Hourly Rate
0 – 2 Years	\$43.95
2 – 4 Years	\$44.83
5 – 7 Years	\$45.72
8 – 9 Years	\$46.63
10 + Years	\$47.57

Board Approved 5/10/22