

***CONTRACT AGREEMENT***

***BETWEEN***

***Apple Valley Unified School District***

***AND***

***Apple Valley Unified Teachers' Association***

***PERIOD OF AGREEMENT:***

***JULY 1, 2016***

***THROUGH***

***JUNE 30, 2019***

*Modified 05/2017*  
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## **ARTICLE 1 - TERMS OF CONTRACT**

- A. This agreement shall remain in full force and effect from July 1, 2016 up to and including June 30, 2019 and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing, no later than 5:00 p.m. on the first Friday in March in the year of termination, of their request to modify, amend or terminate this agreement.
- B. All tentative agreements including, but not limited to, all Memorandums of Understandings (MOUs) and side letters shall be added to the current contract under “Exhibits”.
- C. It is understood that the specific provisions contained in this agreement shall replace previous contracts and all tentative agreements including, but not limited to, all Memorandums of Understandings (MOUs) and side letters.
- D. In the event of an inadvertent omission or commission by the scribe of this contract, the original signed agreement shall prevail.

## **ARTICLE 2 - RECOGNITION**

### **A. Inclusions**

The Apple Valley Unified School District (District) recognizes the Apple Valley Unified Teachers' Association/CTA/NEA (Association) as the exclusive representative for all regular, full-time and part-time contract certificated classroom teachers, resource teachers, counselors, librarians, speech therapists, preschool teachers, preschool associate teachers, summer school, temporary and independent study/home-based school teachers hired by the District under Education Code who work with students more than a trimester. A trimester is defined as a full continuous twelve (12) weeks.

### **B. Exclusions**

Management, supervisory and confidential employees, including but not limited to, superintendent, child welfare and attendance coordinator, classified employees, psychologists, casual employees, substitute employees, Regional Occupational Program (R.O.P.) instructors, other temporary teachers not designated above, and consultants.

### **ARTICLE 3 - NEGOTIATIONS PROCEDURES**

- A. The Association and the District shall use a non-adversarial process. The chief negotiators for the District and AVUTA will create mutually acknowledged joint communiqués to the staff regarding general issues under discussion.
- B. The Association and the District shall select five (5) members for their respective teams and shall cooperate in the provision of needed training for all team members. An additional member may be invited as needed by either team to provide additional expertise with prior notice to the chief negotiators. Negotiations may proceed with a quorum of three or more members on each team in the event of absences.
- C. Prior to September 15<sup>th</sup> of each school year the chief negotiators for the District and AVUTA will communicate to establish the dates, time, location, and/or plan for the year's negotiations.
- D. The Association and the District shall provide proposals to the Board of Trustees in accordance with the California State "sunshine" laws, no later than the first Friday in March in the year of termination of this agreement. The negotiating teams shall meet in good faith no later than April 10<sup>th</sup> in the year of termination of this agreement.
- E. During each year of the term of the current contract, each party may re-open any two articles on or before February 1<sup>st</sup>.

## **ARTICLE 4 - UNIT MEMBER RIGHTS**

### **A. Non-Discrimination**

Neither the Association nor the District shall unlawfully discriminate against any unit member with respect to the application of the specific provisions in this Agreement, including but not limited to, the basis of age, sex, national origin, physical handicap, political affiliation, domicile, marital status, race, color, creed, religion, membership in an employee organization or participation in the activities of an employee organization.

### **B. Complaints Against Unit Members**

1. The Superintendent or designee shall investigate all complaints. If, through the investigative process, the District determines that the allegations are substantiated, the unit member shall be notified of the findings and given ten (10) working days to submit a written statement to be attached to the findings before it is placed in the unit member's personnel file.
2. If, through the investigative process, the District determines that the complaint was unsubstantiated, the unit member shall be notified in writing that the complaint was unsubstantiated. Unsubstantiated complaints will not be included in the unit member's official personnel file.

### **C. Unit members who develop materials on their own non-compensated off-duty time shall retain all rights to those materials.**

### **D. By mutual consent of the District and unit member, the District may audio/video tape unit members in their classrooms, but such tapes shall not be used for evaluation purposes.**

### **E. Student Discipline**

Each school site shall provide its unit members with a written description of the rights, responsibilities and duties of unit members with respect to student discipline, including but not limited to, policies regarding the state law prohibiting corporal punishment, child abuse, harassment, expected student performance and the right to suspend students pursuant to Education Code provisions and Board Policy.

### **F. Assault or Theft**

1. Unit members shall promptly report cases of assault and/or battery suffered by them in connection with their employment to their immediate supervisor. The unit member and supervisor have a legal obligation to notify law enforcement authorities.
2. Absence or disability resulting from injuries within this section shall be treated as industrial accidents. Unit members shall suffer no loss of wages or benefits.
3. Damage or theft of a unit member's personal property used for instruction shall be covered by the District insurance, if the unit member has received prior approval for its use from their site administrator.

### **G. Conversion of Temporary Teachers to Probationary Status**

1. A temporary teacher shall not be converted to probationary status while in a teaching assignment for a certificated employee on an approved leave of absence.



**ARTICLE 4 - UNIT MEMBER RIGHTS (Cont.)**

2. A temporary teacher who serves during one (1) school year for at least 75% of the number of days of the regular school year and performs the duties normally required of a certificated employee, shall be deemed to have served a complete school year as a probationary employee for the following school year.
3. Article 4, Section G does not apply to Preschool Teachers and Preschool Associate Teachers.
4. Article 4, Section G does not apply to District's Junior Reserve Officer Training Corps (Jr.ROTC) Instructors.

## **ARTICLE 5 - PERSONNEL FILES**

- A. Each unit member shall have a Personnel File maintained at the Central Administrative Office of the District.
- B. Pursuant to Education Code, materials which shall be excluded from inspection by the unit member shall include ratings, reports or records which:
  - 1. Were obtained prior to employment of the unit member.
  - 2. Were prepared by identifiable examination committee members.
  - 3. Were obtained in connection with a promotional examination.
- C. Contents of unit member personnel files, except as exempted by Education Code, are available for inspection by the unit member during non-duty hours. Appointments should be made for review of files.
- D. Unit members have a right to obtain copies of their personnel file material not exempted by Education Code. A fee of \$.25 per page may be charged to cover copying costs.
- E. Information of a derogatory nature, except material excluded by Education Code, shall not be entered and filed unless and, until the unit member is given notice thereof and has ten (10) working days to attach a written comment to such material.

## **ARTICLE 6 – SENIORITY**

- A. Fundamental seniority shall be determined according to the first day of work performed in probationary status. This fundamental seniority shall remain in effect during their employment.
- B. Ranking of those with the same seniority date, in the event of a layoff, shall be determined by documentation provided to the Human Resources Office by February 1<sup>st</sup>.
- C. Criteria for Resolving Ties in Seniority in the Event of Certificated Layoffs/Involuntary Transfers
  1. Whereas Education Code, related to certificated layoffs, provides, in relevant part, that “between employees who first rendered paid service to the district on the same date, the governing board shall determine the order of termination solely on the basis of needs of the district and the students thereof.”
  2. Based upon the needs of the District and the students thereof, all of the following criteria shall be applied to resolve ties in seniority between certificated employees. Each of the following criteria shall be worth one point:
    - a. Fully credentialed as a speech therapist
    - b. BCLAD
    - c. Fully credentialed mild/moderate or moderate/severe
    - d. Transitional kindergarten authorization per SB 876
    - e. Library certification
    - f. Credentialed teaching experience in the District (prior to seniority date)
    - g. Credentialed teaching experience outside the District
    - h. Additional credentials or additional authorizations listed on credential (including National Board Certification)
    - i. Possession of a Masters Degree
    - j. Possession of a Doctorate Degree
  3. In the event of a tie, after all above criteria have been implemented, the tie shall be broken by lot. The lottery shall be conducted in the presence of at least two (2) Association representatives.
  4. The above referenced criteria (Section C.2) do not apply to the re-hire rights of unit members affected by layoffs prior to June 30, 2010.
- D. Preschool Teacher and Preschool Associate Teacher and Jr. ROTC Instructor Seniority
  1. For those bargaining unit members for whom it applies, seniority shall be determined according to the first day of paid service as a Preschool Teacher or Preschool Associate Teacher in the San Bernardino County Superintendent of Schools (hereinafter “County Schools”) Preschool Program.
  2. Preschool Teachers or Preschool Associate Teachers who were not employed by the County Schools Program contiguously before accepting employment with the District shall have their seniority determined according to their first day of paid service in the District.
  3. For those with the same day of employment, there shall be a lottery, if necessary, to determine their respective seniority ranking.
  4. Seniority for Preschool Teachers and Preschool Associate Teachers shall be applied only to the District’s Preschool Program.
  5. Seniority for District Junior Reserve Officer Training Corps (Jr. ROTC) Instructors shall be applied only to the Junior ROTC Program.

**ARTICLE 6 – SENIORITY (cont.)**

- E. The District shall maintain a seniority list. The seniority list shall be available in the Human Resources Office during regular working hours.

## **ARTICLE 7 - ASSOCIATION RIGHTS**

- A. The Association shall have the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.
- B. The Association shall have the right to use the District unit member mail boxes and bulletin boards at each work site which are in the area frequented by unit members. Any posted notices shall contain the date of posting and the name of the Association representative responsible for its issuance. A copy of each posted notice shall be provided to the site administrator.
- C. The local Association shall have the right to meet in District facilities during non-working time subject to availability and after giving notification to the site Administrator by submitting a District Use of Facilities form.
- D. Authorized representatives of the Association shall have the right to transact Association business on school property during off-duty hours after completing the building use form.
- E. The District shall provide the Association, upon request, with a copy of available non-confidential public information within ten (10) working days.
- F. The District shall furnish the Association President with the non-confidential parts of the agenda and attachments thereto for each meeting of the Board of Trustees at least forty-eight (48) hours before regular Board meetings and twenty-four (24) hours, when possible, before special Board meetings.
- G. The Association shall have access to the electronic version of all adopted policies of the Board and Administrative Regulations, currently located at <http://www.gamutonline.net>, user name: public, user password: applevalley
- H. Unless there is a clear emergency, the District/Site shall endeavor not to schedule meetings involving Association members after the student school day on Tuesdays, which shall be used for scheduled Association meetings.
- I. Names and school sites of all unit members shall be provided annually to the Association no later than sixty (60) calendar days from the first day of school. Unit members hired after these respective dates are provided for in the Board report with assigned building sites.
- J. If requested prior to the typing and copying of the meeting agenda, Association representatives shall be granted a minimum of five (5) minutes at the conclusion of faculty meetings for Association business.
- K. The District shall provide up to five (5) designated Association representatives release time without loss of compensation when meeting and negotiating. The District shall provide a grievant and a designated Association representative release time without loss of compensation when processing a grievance hearing beyond Level II during duty hours. The Association may purchase witness release time at the substitute rate.

## **ARTICLE 7 - ASSOCIATION RIGHTS (Cont.):**

### L. Review of District Budget

1. The Association has the right to appoint representatives to the District Budget Committee.
2. The Association has the right to request a budget meeting with the Chief Business Officer, and shall provide at least ten (10) days notice for the meeting.

M. Executive Board and Representative Council members may attend their respective Association meetings immediately after the end of the student school day if they have another certificated staff member volunteer to cover their duties, and have notified their site administrator.

### N. AVUTA President Full Release

1. By July 1 of the AVUTA President's beginning term, his/her classroom shall be vacated, including all personal materials, for use of another teacher.
2. The AVUTA President and Superintendent or designee shall collaboratively establish office hours (start and end time) and submit to Superintendent or designee prior to start of school year. The primary work location will be the AVUTA office at the Educational Support Center (ESC). The AVUTA President shall work in accordance with Article 13-Hours and Adjunct Duties.
3. The AVUTA President shall maintain a mutually agreed upon electronic calendar format. This calendar shall log site visits and/or meetings within and outside the district. Due to confidentiality, who the president is meeting with and the topic are not required to be included on the calendar.
4. The AVUTA President shall be placed under Human Resources for purposes of leave and administrative organization.
5. The District shall pay for all health and welfare costs up to the cap for the AVUTA President, as well as all statutory benefits that are paid by the District on behalf of all other certificated bargaining unit members. The AVUTA president shall receive full State Teachers' Retirement System (STRS) service credit for all contracted work days to the extent permitted by law and by STRS.
6. The AVUTA President shall have access to all District sites. The President must abide by all District policies and site procedures as it relates to visitors on campus including, but not limited to, visitor sign in processes and assurances of not disrupting the educational process. The AVUTA President will provide the appropriate principal or supervisor with relevant information after each site visit.
7. Every effort shall be made to return the AVUTA President to the site and position held prior to service as AVUTA President. The president shall return to the position of teacher, within appropriate credential/subject area.
8. In the event that the AVUTA president is unable to finish their term due to illness, personal issues, or resignation the vice president shall assume the duties and full release of President until the next election, full release shall begin as soon as an appropriate teacher can be secured for the replacement.

## **ARTICLE 8 - DISTRICT RIGHTS**

- A. It is understood and agreed that the District retains all of the powers and authority to direct, manage and control to the full extent of the law. Included, but not limited to, those duties and powers is the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns and ratios; contract out work; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, discipline and terminate employees subject to paragraph "B" below.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgement and discretion in connection therewith, shall be limited only by the law and terms of this Agreement to the extent such terms conform to the law.
- C. The Association recognizes the District's right to take action to meet emergencies which may require deviation from terms of this Agreement. Any such action taken by the District under this paragraph must be reasonably required by the emergency and shall extend only so long as it is necessary to meet the emergency. An emergency shall be a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

## **ARTICLE 9 - GRIEVANCES**

### **A. Grievance Procedure**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the welfare or working conditions of unit members.

### **B. Definitions**

1. A “grievance” is an allegation by a grievant that there has been a violation, misapplication or misinterpretation of the provisions of this agreement.
2. A “grievant” is any unit member, group of unit members, or the Association.
3. A “respondent” is the party named by the grievant as being responsible for the alleged violation or dispute.
4. An “immediate administrator” is the District designated management employee who has immediate jurisdiction over the grievant, or who has been designated to adjust grievances.
5. A “day” for the purpose of filing or processing grievances is a day in which the central administrative office is open for business, except Saturdays, Sundays, unit member holidays and non-work days within the contract year, unless otherwise agreed to by both parties.

### **C. General Provisions**

1. A unit member grievant may request an Association representative be present at all levels provided herein, or may process the grievance individually through Level IV.
2. Prior to the final resolution of a grievance, the Association President shall receive a copy of the grievance; a copy of the proposed resolution of the grievance; and shall have been given the opportunity to file a response.
3. Grievances of a similar nature may be consolidated.
4. Time Limits
  - a. The time limits specified at each level shall be considered maximums and every effort shall be made by both parties to meet the limits, which may be extended by mutual agreement.
  - b. In the event a grievance is filed at such time that it cannot be processed through all steps in this procedure by the end of the school year, the time limits shall be reduced upon mutual consent of the grievant and the respondent to allow for resolution by the end of the grievant’s service year.
  - c. All parties to the grievance shall have access to documents which relate to the grievance.
5. Security
  - a. The grievance forms dealing with the processing of grievances shall be filed separately from the unit member personnel file of each participant.
  - b. Both parties agree that the processing of a grievance shall be kept confidential.

### **D. Level I: Informal - Respondent**

1. Within fifteen (15) work days of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance, the grievant shall attempt to establish a resolution by an informal conference with the respondent.
2. If the grievant is not satisfied with the response at Level I, the grievance may move to Level II.



## ARTICLE 9 - GRIEVANCES (cont.)

### E. Level II: Formal - Appropriate Administrator

1. Within thirty (30) work days of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance, the grievant must present the grievance in writing to the respondent and/or the appropriate administrator, on the appropriate form. The appropriate form, entitled *AVUSD Grievance Form (Appendix "A")* shall be provided to the grievant by the site administrator, Human Resources Office or an Association representative.
2. This statement shall include the circumstances involved, the specific section of this Agreement alleged to have been violated and the specific remedy sought.
3. The appropriate administrator shall communicate the decision to the unit member in writing within ten (10) work days after receiving the written grievance.
4. If the grievant is not satisfied with the resolution or the appropriate administrator does not respond within the ten (10) work day time limit, the grievant may appeal to Level III. Within these time limits either party may request a conference, which shall be granted.

### F. Level III: Formal - Grievance Resolution Committee (GRC)

1. If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the appropriate form to the Grievance Resolution Committee (GRC) within forty-five (45) work days of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance.
2. This statement shall include a copy of the original grievance, the decisions rendered previously and a statement of the reason for the appeal. This document shall be reviewed by the AVUTA Grievance Committee before the grievant submits it to the GRC.
3. The GRC shall communicate in writing within ten (10) work days of the receipt of the appeal and shall schedule the GRC within thirty (30) work days of receipt. The GRC's written decision shall be given within forty-five (45) work days of receipt. Either party may request a conference within the time limit which shall be granted. The decision of the GRC shall be advisory to the Board of Trustees.
4. The GRC shall use a consensus decision-making process.
5. The composition of the Grievance Resolution Committee shall be:
  - a. The Superintendent or designee;
  - b. a site administrator, not from the grievant's work site, selected by the Superintendent;
  - c. a certificated member of the Human Resources Office;
  - d. the AVUTA President or designee; and
  - e. two (2) appointees from AVUTA who are not from the grievant's work site.
6. The GRC, under the rules set forth above, shall be advisory to the Board of Trustees for the period of the contract.

### G. Level IV: Formal - Board of Trustees

In the event that either party is not satisfied with the GRC's decision, that party may appeal the decision in writing within ten (10) work days to the Board of Trustees. The Board shall respond within sixty (60) days, excluding summer break. The Board's decision is final.

## **ARTICLE 10 - TRANSFERS**

- A. The purpose of this Article is to ensure fair treatment of unit members in all transfers and appointments to vacancies.
- B. “Transfer” shall be defined as movement of a unit member from school to school.
- C. Vacancies
  - 1. A “vacancy” is any vacated, promotional or newly created position, including the opening of new sites.
  - 2. Notice of all District vacancies shall be posted electronically, at each worksite and the Human Resources Office as they occur. Copies of such vacancies shall also be sent to the Association President. Such notices shall include available specific information relating to the vacant position, the nature of any special considerations which may affect the performance of the unit member, and shall include a closing date for the applications.
  - 3. No permanent assignment to fill vacancies shall be made before the posted closing date.
  - 4. Upon request, the District shall notify a unit member of the reasons the unit member was not selected for a vacancy.
  - 5. School Closure
    - a. If a particular school is to be closed, unit members at that school shall have the right to be placed at other school sites if they hold the proper credential. Placement shall be in new or vacant positions first, and if none exist, placement shall then be made by displacing the least senior member at another District school site.
    - b. “School Closure” shall be defined as:  
A school which will no longer be utilized for the instruction of students currently enrolled at that site.
- D. Voluntary Transfers
  - 1. Unit members may submit a “Request for Transfer” form to the District Human Resources Office for any posted vacancy for which they are highly qualified in the subject area, pursuant to Elementary and Secondary Education Act (ESEA) Guidelines.
  - 2. Unit members requesting transfer shall be interviewed and be given consideration for vacancies.
  - 3. Whenever possible, key teacher(s) should be involved in the transfer interviewing process.
- E. Involuntary Transfers
  - 1. No involuntary transfers shall be made unless they are necessary to meet changes in enrollment, curriculum, program, best legitimate interests, or changes in credential standards as determined by the California Commission on Teacher Credentialing.
  - 2. The District shall seek volunteers prior to making any involuntary transfer(s). If volunteers are not available, unit members with the appropriate credential, teaching experience in the subject and the least District seniority shall be transferred first.

**ARTICLE 10 - TRANSFERS (cont.)**

**E. Involuntary Transfers (cont.)**

3. A unit member who has been involuntarily transferred may request a conference with the appropriate administrator regarding the involuntary transfer, which shall take place within seven (7) work days of the notice of involuntary transfer. The unit member may request an Association Representative to attend the conference.
4. Unit members who are involuntarily transferred under this Article may apply for a voluntary transfer to any vacant position other than the position being vacated.
5. Unit members who are involuntarily transferred during the school year shall be given two (2) school days of released time for classroom preparation prior to the effective date of the transfer.
6. The District shall provide assistance in moving materials of unit members who are involuntarily transferred.

**F. Administrative Transfer – the best interests of the employee and the District may, in specific circumstances, be an administrative transfer**

1. Transfer of an Association member may be initiated by the district whenever such transfer is in the best interest of all parties concerned.
2. To evaluate the employee in a different school or location, as an alternative to disciplinary action, the member may be Administratively transferred.
3. In the event the employee opposes the administrative transfer, the employee may appeal to the Administrative Transfer Committee (ATC) for a recommendation. The employee shall not be a member of the ATC.
4. The composition of the Administrative Transfer Committee shall be:
  - a. The Superintendent or designee;
  - b. The site principal from the employee’s current work site;
  - c. A certificated administrator selected by the Human Resources Office;
  - d. The AVUTA President or designee; and
  - e. Two (2) AVUTA appointees, at least one (1) from the employee’s work site.
5. The ATC shall make a recommendation to the Board of Trustees.

**G. Preschool Teacher and Preschool Associate Teacher Transfers**

Preschool Teachers and Preschool Associate Teachers shall have transfer rights as provided for in this Article, but limited to within the Preschool Program only.

## **ARTICLE 11 - ASSIGNMENT / REASSIGNMENT**

- A. The definition of “Reassignment” shall be movement of a unit member within a school from grade level to grade level or subject area to subject area.
- B. The District shall attempt to give new employees assignments at the time of their hiring, but in any case, not later than a week before school starts.
- C. The District shall attempt to give returning employees their building and teaching assignments for the subsequent year no later than thirty (30) days before the end of the unit member’s contract year.
- D. Each year, prior to preparing the teacher assignment schedule for a school, the administrator in charge or designee shall survey employees or department heads to determine the courses and grade levels which employees desire to teach.
- E. Assignments and Re-assignments shall not be used in an arbitrary or punitive manner.
- F. Unit members who are involuntarily re-assigned during the school year shall be given two (2) days released time to prepare for the class/course to which they have been involuntarily re-assigned.
- G. Shared Assignments
  - 1. Job-sharing shall refer to two (2) unit members, on regular tenure contracts, sharing one (1) teaching assignment. Two (2) unit members may share an assignment for one (1) school year. Applications for a job-sharing assignment shall be filed through a written proposal with the site administrator, no later than February 15<sup>th</sup> of the preceding school year. The site administrator(s) shall approve or deny any request for a job-sharing assignment and notify the applicants, in writing, of the decision by March 1<sup>st</sup> of the preceding school year. Notwithstanding other provisions of this agreement, job-sharing unit members’ wages, benefits and paid leaves shall be pro-rated to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared. Unit members sharing an assignment shall receive the same health and welfare benefits as full-time unit members and shall pay the difference between the member’s pro-rata share and the cost to the District through payroll deduction.
  - 2. Upon the request of the two (2) unit members, a job-sharing assignment may be renewed, provided the two (2) unit members notify the site administrator prior to March 1<sup>st</sup> of the preceding school year. In the event the two (2) unit members fail to notify the site administrator of their desire to continue the job-sharing assignment or, in the event the site administrator does not approve the continuance of the assignment, the unit members shall be returned to full-time assignments.
  - 3. If, for any reason, one (1) unit member cannot continue with their part of a shared assignment, the other unit member shall assume the assignment as a full-time assignment.
  - 4. Upon return to a full-time assignment, every effort shall be made to return each unit member to the position and site held prior to the shared assignment.

### H. **Preschool Teachers and Preschool Associate Teachers**

This Article is not applicable to Preschool Teachers and Preschool Associate Teachers.

### I. **Junior Reserve Officer Training Corps (ROTC) Instructors**

This Article is not applicable to Jr. ROTC Program Instructors.

## ARTICLE 12 - EVALUATION

### A. General Provisions

1. The District and unit members shall follow evaluation procedures as set forth in the provisions of this article.
2. Only procedural violations, not the content of the evaluation, shall be subject to the grievance procedure.
3. Evaluation of unit members shall be the responsibility of an assigned site administrator. Evaluation of itinerant teachers shall be the responsibility of an assigned Administrator.
4. Evaluations and formal observations shall be recorded on standardized forms prior to conferencing with the teacher.
5. Course of study/lesson plans are essential to effective education and shall be maintained and shall be available. These can be used to measure what has and will be taught, can be used as part of an effective evaluation, and can help provide continuity in the absence of the teacher.

### B. Planning Phase

1. Unit members shall receive written information from their site administrator(s) on District goals, objectives, performance standards, teacher evaluation/observation criteria and forms within thirty (30) instructional days of the beginning of their work year.
2. Unit members shall meet with their evaluator to establish the necessary goals and objectives required of the evaluatee as they relate to the District, school, department, class(es) and unit member. Such goals shall be completed in writing within sixty (60) instructional days of the beginning of the unit member's assignment. Both evaluator and unit member shall sign and retain a copy of these goals.

### C. Observation Phase

1. Each Probationary/Intern/Temporary unit member shall be observed in the performance of the unit member's assignment by their evaluator at least two (2) times during the school year. The first observation shall take place no later than forty-five (45) instructional days after the beginning of the unit member's assignment.
  - a. A Pre-Observation Data Sheet (see **Appendix "C-1"**) shall be provided to the unit member to be completed and returned to the site administrator prior to the formal observation of the unit member.
2. Each permanent unit member shall be observed in the performance of the unit member's assignment by their evaluator at least one (1) time during the school year. The required observation shall take place within ninety (90) instructional days after the beginning of the unit member's assignment.
  - a. A Pre-Observation Data Sheet (see **Appendix "C-1"**) shall be provided to the unit member to be completed and returned to the site administrator prior to the formal observation of the unit member.
3. A written observation report shall be given to the unit member and a follow-up conference shall be held within ten (10) instructional days of the formal observation.

### D. Remediation Phase

1. Should an observation indicate performance below the established District standards, the evaluator shall provide the unit member, during the follow-up conference, written notice of any deficiency. Such written notice shall include, but not be limited to:

**ARTICLE 12 - EVALUATION (cont.)**

**D. Remediation Phase (cont.)**

- a. Statement of specific improvement needed.
  - b. Specific suggestions for improvement.
  - c. Suggested resources the unit member may use.
  - d. Suggested teaching strategies and any other strategies that will benefit the unit member.
  - e. Time line for accomplishing the correction of the deficiency.
  - f. Tentative time line for a future conference and additional written observations.
2. Unit members may request assistance from their evaluator. Assistance may include release time for the unit member to observe or consult with other unit members, mentor teacher time or other peer/administrative support and assistance, as well as specific techniques to be used.
  3. In accordance with the time line established at the follow-up conference, at least one more observation and conference shall be held with the correction of deficiencies noted in writing.

**E. Evaluation Phase**

1. The unit member’s evaluator shall prepare, no later than thirty (30) calendar days prior to the last school day, a formal written evaluation which shall be presented to the unit member for review.  
 Within ten (10) instructional days of receipt of the written evaluation a conference shall be held between the evaluator and the evaluatee for the purpose of discussing the evaluation.
2. The evaluation shall be signed by both parties. The signature of the unit member does not indicate agreement with the contents of the evaluation, only that the unit member has received a copy of the evaluation.
3. Evaluations shall be prepared by the evaluator on the basis of the performance of the unit member in the unit member’s assignment.
4. Probationary unit members shall receive a formal written evaluation at least once each school year.
5. Permanent unit members shall receive a formal written evaluation at least once every other school year.
6. The following charts shall be used to determine “needs to improve” and “unsatisfactory” standards and overall evaluations.

<b>PER STANDARD</b>	<b>STANDARD DETERMINED TO BE:</b>
Two (2) elements marked below “Satisfactory”	“Needs to Improve”
Three (3) elements marked below “Satisfactory”	“Unsatisfactory”

<b>OVERALL EVALUATION</b>	<b>EVALUATION DETERMINED TO BE:</b>
Two (2) “Unsatisfactory” Standards	“Unsatisfactory”
Three (3) “Needs to Improve” Standards	“Unsatisfactory”
Two (2) “Needs to Improve” Standards in two (2) consecutive years	Referral to Peer Assistance and Review (PAR) as mandatory participant

## ARTICLE 12 - EVALUATION (cont.)

### E. Evaluation Phase (cont.)

7. If the unit member has received an overall unsatisfactory evaluation, the unit member shall be annually evaluated until the unit member achieves a positive evaluation or is separated from the District.
8. The unit member shall be offered the opportunity to attach written objections and clarifying or supportive statements to the written evaluation within ten (10) work days of the date of the conference before the evaluation is placed in the unit member's personnel file.
9. Unit members who have received three consecutive evaluations in permanent status indicating they meet or exceed standards may initiate an alternative evaluation process with mutual agreement of the principal.
  - a. The personal growth goals and expected outcomes of the evaluation will be agreed upon by both the unit member and the evaluator.
  - b. The goals of the evaluation may span a two-year evaluation cycle.
  - c. The unit member and evaluator shall meet at least three times each year to discuss progress towards goals.
  - d. The final meeting will be a presentation of the evidence that the goals have been met.

### F. Preschool Teachers and Preschool Associate Teachers

1. Article 12 - Evaluation shall apply to Preschool Teachers and Preschool Associate Teachers with the following exceptions:
  - a. Section E. - Evaluation Phase shall apply to Preschool Teachers and Preschool Associate Teachers as follows:
    - 1) Preschool Teachers and Preschool Associate Teachers shall receive a formal written evaluation on the appropriate Preschool Evaluation Form (see **Appendix "C-4"**) at least once each school year for the first three (3) years of employment.
    - 2) At the completion of the third year of employment, Preschool Teachers and Preschool Associate Teachers shall receive a formal written evaluation on the appropriate Preschool Evaluation Form at least once every other school year.

- G. An Evaluation Form Committee made up of four (4) Association members, two (2) District site administrators and one (1) District Office administrator will meet for the purpose of reviewing the teacher evaluation process and making necessary changes at least once every three (3) years. Until the committee reaches agreement on any changes, the current District forms stay in place.

## ARTICLE 13 - HOURS AND ADJUNCT DUTIES

### A. Duty Day

1. The duty day for Preschool Teachers and Preschool Associate Teachers shall be eight (8) hours. The duty day for all other unit members shall be seven (7) hours and eleven (11) minutes. Each unit member shall receive a minimum of thirty (30) minutes duty-free lunch period within the duty day.
2. Specific assignments for unit members during the duty day shall be made by the site administrator or the unit member's supervisor.
3. Since preparation period duties are limited to calculating grades, writing lesson plans, contacting parents, counseling students or collaborating with peers and/or preparing rooms, unit members who agree with administrative requests to substitute during preparation periods will be compensated at the rate of \$35.00 per period.
4. If a qualified substitute is not available to cover the class of an absent teacher, the students may be assigned to other classrooms, at the discretion of the site administrator, for the period of the absence or until a qualified substitute becomes available. Each participating teacher shall be paid an equal proportion of the certificated hourly rate of \$35 per hour, rounded to the nearest half or whole hour.

### B. Student Early Release Days

All schools K-12 shall have one (1) early release day for students, each week ***excluding the first and last week of school, and excluding the weeks containing minimum days*** during the school year. These days will be utilized for the following:

1. One Student Early Release Day per month plus one additional day shall be assigned for individual teacher professional duties including but not limited to student ILP's, progress reports, report card preparation and parent / teacher communications. The scheduled dates for each segment (K-8 and 9-12) shall be determined by a committee made up of three (3) members chosen by AVUTA and three (3) District administrators.
2. The remaining Student Early Release Days shall be used for professional development as determined by District and / or site.
3. Student Minimum Days to facilitate parent conferences in the K-8 program and final exams in the 9-12 program shall be scheduled as follows:
  - a. Four (4) parent conference student minimum days will be scheduled in the elementary program near the end of the first trimester grading period.
  - b. Five (5) final exam student minimum days will be scheduled in grades 9-12.

### C. Duty Year

1. Unit members shall have a duty year of 184 days.
2. Unit members shall have the equivalent of two (2) or more full days during the duty year for classroom preparation. This shall include one (1) full day prior to the beginning of the school year.



**ARTICLE 13 - HOURS AND ADJUNCT DUTIES (cont.):**

C. Duty Year (cont.):

3. Unit members shall have the equivalent of up to two (2) full days during the duty year for meetings and services directed by the site administrator.
4. Items #2 and #3 of this section shall not preclude duties as outlined in Article 13, Section D - Adjunct Duties.
5. A unit member's per diem rate of pay for extended contract assignments shall be calculated on a 180 day duty year.

D. Adjunct Duties

1. Unit members may be required to participate in the following segment specific activities:

Elementary

Back to School Night

One (1) Family event

High School

Back to School Night

Graduation

2. Unit members may be required to participate in up to five (5) calendared staff meetings per school year. The dates and times for these meetings shall be provided to staff prior to the first student day. Any change in meeting date or time will be provided to employees seven (7) work days prior to the new meeting date and time. Administration shall excuse an employee from attending a rescheduled meeting if the employee can demonstrate a compelling reason, such as a scheduled appointment. Any staff member excused by administration shall be responsible for obtaining information disseminated. Staff meetings will be at administrative direction and shall not exceed sixty minutes in duration beyond or prior to the duty day.
3. Unit members may be requested to attend additional staff meetings. These meetings are voluntary in nature and shall not be compensated. These meetings may be initiated by staff members or administration to address site specific topics.
4. Administration may request additional adjunct duties pursuant to Article 20, Section G, Schedule "F".

E. Activities

The Association and management concur that it is an essential requirement to the profession of education and to the benefit/safety of students that activities beyond the duty day are necessary even when said activities are not eligible for pay or other consideration.

#### **ARTICLE 14 - SAFETY**

- A. Unit members shall not be required to work in unsafe conditions.
- B. Questionable conditions shall be brought to the attention of the immediate supervisor who will make a final decision on safety violations.
- C. Upon determination that an unsafe condition exists, the District shall correct the condition.
- D. The Association shall appoint three (3) representatives to the District Safety and Health Committee: one (1) high school teacher, one (1) middle school teacher, and one (1) elementary school teacher.
- E. The District shall furnish each school site with work order forms for the purpose of correcting unsafe conditions. A copy of the completed work order shall be given to the building principal after any unsafe condition has been corrected.
- F. The District shall comply with provisions of the law with regard to safety issues.
- G. The District shall provide assistance in moving classroom materials upon modernization project implementation

## **ARTICLE 15 - LEAVES**

### **A. Illness Leave**

1. Full-time unit members shall be entitled to eleven (11) days leave with full pay for each school year for purposes of personal illness, injury or quarantine. Unit members who work less than full-time shall be entitled to pro-rated leave, which shall be the same length as the unit member's work day.
2. Each unit member shall be notified of accumulated leave by no later than December 1<sup>st</sup> of each school year. The District shall inform unit members, upon employment, of their right to transfer illness leave accumulated in other California districts. Every effort shall be made to provide pay warrants showing accumulated sick leave.
3. After all earned leave as set forth in Paragraph #1 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin after all accumulated sick leave has been used.
4. Whenever possible, a unit member must first contact the Automated Substitute Calling System or the immediate supervisor as soon as the need to be absent is known. This shall be at least two (2) hours prior to the start of the unit member's work day to permit the employer time to secure a substitute. Failure to provide adequate notice except in emergency situations may be grounds for denial of a leave with pay.
5. If unable to return to duty on the subsequent work day, a unit member shall attempt to notify the immediate supervisor ninety (90) minutes prior to the end of that unit member's work day.
6. If an illness occurs during the school day, the illness leave deducted will be for the part of the school day to the nearest hour the unit member was absent.
7. In the event of more than five (5) consecutive days of absence due to illness during the school year, the District may require a statement of a physician certifying the illness. The District may immediately require a statement of a physician certifying an illness if the District has evidence to support a pattern of abuse of illness leave.
8. Unit members may donate/contribute a maximum of 5% of their total sick leave days to other distressed/needy members in one contract year. Contributed days must be accrued through service to Apple Valley Unified School District.

### **B. Personal Necessity Leave**

1. Personal Necessity Leave is limited to a maximum of seven (7) days of illness leave (combined total of any Personal Necessity Leave use), each school year.
2. Personal Necessity Leave shall not be used for the following purposes:
  - a. Political activities or demonstrations;
  - b. vacation, recreation or social activities; or
  - c. extension of a school holiday, recess or vacation.
3. Personal Necessity Leave taken prior to, or following a school holiday, recess or vacation shall require advance permission from the site administrator. The reason for the Personal Necessity Leave shall be documented on the unit member's Leave Request form.

## ARTICLE 15 – LEAVES (Cont.)

### B. Personal Necessity Leave (cont.):

4. A unit member may claim Personal Necessity Leave for the following:
  - a. Death of a member of the immediate family, in addition to the Bereavement Leave.
  - b. As a victim of: domestic violence; sexual assault; and/or stalking
  - c. Accident involving the unit member or unit member's property or the person or property of a family\* member of such nature as to require the presence of the unit member during the work day.
  - d. Serious or critical illness of a member of the family\* member.
  - e. Appointment with a doctor or dentist for the unit member or family\* member.
  - f. Inability to reach the work site because of natural disasters or other circumstances clearly beyond the control of the unit member. This is limited to four (4) work days.
  - g. Observance of major religious holidays of the unit member's faith.
  - h. An appropriate or compelling reason requested and approved in advance by the Assistant Superintendent, Human Resources or Superintendent's designee.

Unit members shall not claim Personal Necessity Leave under Section B.4.g. unless an explanation of Personal Necessity Leave has been provided by the unit member and approved in advance by the Assistant Superintendent, Human Resources or Superintendent's designee.

- h. Urgent personal affairs which cannot be taken care of outside school hours. This is limited to four (4) days.

*NOTE: \*Per AB1522 the Healthy Workplaces, Healthy Families Act of 2014 the definition of "family member: for c, d, and e above to include: a child (biological, adoptive, foster, step), legal guardian, or person who stands in loco parentis, regardless of age or dependency*

5. To the degree possible, Personal Necessity Leave shall be requested on the appropriate form in advance from the immediate supervisor.
6. The unit member shall not be required to secure advance permission for Personal Necessity Leave taken for the following:
  - a. Death of a member of the immediate family.
  - b. Accident involving the unit member or unit member's property or the person or property of the immediate family of such nature as to require the presence of the unit member during the work day.
  - c. Serious or critical illness of a member of the immediate family.
  - d. Urgent personal affairs which cannot be taken care of outside school hours [limited to four (4) days per school year].

### C. Sabbatical Leave

1. A Sabbatical Leave is a leave which may be granted by the Board of Trustees to a permanent unit member for the reasons provided by Education Code.
2. The District may grant such leave to no more than two (2) percent of the total number of unit members employed. Sabbatical Leave that is granted must be taken in semester or trimester increments not to exceed two (2) full semesters or trimesters.

**ARTICLE 15 – LEAVES (Cont.)**

**C. Sabbatical Leave (cont.):**

3. A unit member who has completed seven (7) consecutive years of certificated service in the District may apply for Sabbatical Leave. An individual may be granted only one (1) such leave in each seven (7) year period. Applications for Sabbatical Leave must be filed not later than November 1<sup>st</sup> of the year preceding the school year in which a Sabbatical Leave is intended. Applications will be evaluated by the Superintendent and approved by the Board of Trustees. Notification of their decision shall be given to the unit member not less than one (1) semester or trimester prior to the date that the leave is intended.
4. A unit member on Sabbatical Leave shall receive fifty (50) percent of the salary the unit member would have received on regular, full-time duty in the District. During the term of the Sabbatical Leave, all benefits shall remain the same as other unit members. Unit members who take Sabbatical Leave of less than one (1) year, shall have their salary pro-rated.
5. Any unit member who is granted Sabbatical Leave shall file a bond with the District, which shall enable the District to reclaim any remuneration granted the unit member while on leave in the event that the unit member does not remain with the District for a period at least twice the period of the leave. The bond shall be exonerated in the event that the failure of the unit member to return and render the agreed upon period of service is caused by the death, physical or mental disability of the unit member.
6. The unit member, while on Sabbatical Leave, shall receive salary warrants in the same manner as other unit members.
7. The unit member shall be re-instated in the position held at the time of the granting of the Sabbatical Leave unless the unit member otherwise agrees.
8. A unit member returning from Sabbatical Leave shall receive the same progressive advancement on the salary schedule as the unit member would have received had the unit member remained in active service.
9. A period of Sabbatical Leave does not affect retirement status, providing the unit member's full-time retirement contributions are made for the period of the leave. The District and unit member must pay retirement the same as other unit members.
10. The District shall inform unit members at the time the Sabbatical Leave is granted of their right to pay for full-time service credit for retirement benefits.
11. Each applicant who has been granted a Sabbatical Leave shall file a report with the Superintendent within one (1) semester or trimester of return to duty. Applicants shall not be considered to have completed the requirements for this Sabbatical Leave until their report has been submitted to the Superintendent.
12. A "trimester" shall be defined as twelve (12) consecutive weeks.

**D. Pregnancy Disability Leave**

Unit members are entitled to use paid leave as provided in Section "A" herein for disabilities caused or contributed to by the unit member's pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions governing leaves of absence from other conditions of medical disability. The length of the Pregnancy Disability Leave, including the dates when the

**ARTICLE 15 – LEAVES (Cont.)**

**D. Pregnancy Disability Leave (cont.):**

leave shall commence and duty be resumed, shall be determined by the unit member and her physician.

2. Every effort shall be made to return the unit member to the position and site held prior to the Pregnancy Disability Leave.

**E. Maternity/Paternity Leave or Child Bonding Leave**

1. Effective July 1, 2016, the District shall provide a unit member leave pursuant to AB375/AB2393 to care for a child born to, adopted by the unit member, or for any child whom the unit member or spouse becomes legally responsible. This leave provides for 12 school weeks of leave for this purpose and shall run concurrent with the parental leave currently granted under the California Family Rights Act (CFRA). The employee shall have the option of utilizing their accumulated sick leave during this leave. If the employee does not have adequate accumulated sick leave, the employee shall be paid his/her salary minus the sum that is actually paid or would have been paid to a substitute employee.
2. Request for Maternity/Paternity or Child Bonding Leave, including the dates the leave is to begin, is to end, and whether the employee is opting to utilize the paid leave provision of the law, shall be made in writing to the Superintendent or his/her designee, not less than 30 days before the leave is to begin, or in emergency situations, as soon as possible.
3. There shall be no reduction or gain of employment status during the Maternity/Paternity OR Child Bonding Leave unless otherwise provided by law.
4. Every effort shall be made to return the unit member to the position and site held prior to the Maternity/Paternity Leave or Child Bonding Leave.
5. Unit members health insurance shall continue for the duration of this leave in accordance with law. The unit member must continue to pay their monthly premiums either directly to the district or continue through payroll deduction if adequate wages are available for such deduction.

**F. Bereavement Leave**

1. Unit members shall be entitled to five (5) days paid leave of absence without illness leave deduction in the event of a death in the immediate family of the unit member.
2. Members of the immediate family include husband, wife, father, father-in-law, step-father, mother, mother-in-law, step-mother, brother, brother-in-law, sister, sister-in-law, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, grandmother, grandfather, grandchildren or any other person living in the unit member's household.

**G. Industrial Accident Leave**

1. Unit members shall be entitled to Industrial Accident Leave up to seventy (70) days for job-related injury or illness. An industrial accident or industrial illness as used in this Agreement means any injury or illness caused as a result of service for the District, as determined by Workers' Compensation.
2. Such Industrial Accident Leave shall not exceed seventy (70) days during which the unit member is assigned to enter service in any one (1) fiscal year for the same industrial accident.
3. The injury or illness shall be reported within twenty-four (24) hours or as soon as possible after the occurrence to the immediate supervisor or designee.

## **ARTICLE 15 – LEAVES (cont.)**

### **G. Industrial Accident Leave (cont.):**

4. Benefits in this section are to be used prior to, and separate from illness leave benefits or extended illness leave. Deduction from illness leave shall not be made until the unit member has been absent in excess of seventy (70) days of assigned duty.
5. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform the regularly assigned duties.
6. Unit members have the right to request a change of physician to one of the unit member's own choice. The unit member shall notify the District before exercising this right.
7. Unit members shall be deemed to have recovered from an industrial accident or illness and able to return to work when the statement of the unit member's physician is accepted by the JPA Workers' Compensation Agency.
8. Unit members absent for Industrial Accident Leave for seventy (70) days of assigned duty shall be entitled to use other leave benefits including sick leave, differential pay for up to five (5) school months or an unpaid leave of absence.
9. The total of the unit member's temporary disability indemnity and the portion of salary due to the unit member during this absence shall equal the unit member's full salary.

### **H. Leave Without Pay**

1. The District may grant Leave Without Pay, salary increment or credit towards tenure when there is a definite intent on the part of the unit member to return at the end of the designated period. The unit member must notify the District by March 15<sup>th</sup> of the intent to return or resign.
2. The unit member must submit a written request for the Leave Without Pay to the Superintendent or designee. If the request for Leave Without Pay is approved by the Superintendent or designee, it will then be forwarded to the Board of Trustees for final approval.
3. Unit members may participate in District insurance programs by paying the necessary premiums.
4. Every effort shall be made to return the unit member to the position and site held prior to the Leave Without Pay.
5. Leave Without Pay may be granted for up to one (1) year for the following purposes:
  - a. Personal Emergencies;
  - b. Professional Study or Research;
  - c. Long-term Illness of the unit member;
  - d. Care for a member of the immediate family who is ill;
  - e. United States Peace Corps Leave Without Pay may be granted for a period not to exceed two (2) years; and
  - f. Legislative Leave Without Pay shall be granted for the length of the term in office for unit members elected to public office.

### **I. Jury Duty/Official Appearance Leave**

1. Unit members shall be provided Jury Duty Leave for regularly called jury duty.

**ARTICLE 15 – LEAVES (cont.)**

I. Jury Duty/Official Appearance Leave (cont.):

2. Unit members granted Jury Duty Leave under these provisions shall be granted full District compensation. If the unit member receives Jury Duty reimbursements other than travel or subsistence expenses, those reimbursements must be endorsed and given to the payroll office when the employee returns to work. The unit member is entitled to retain any travel and subsistence expenses paid by the court.

J. Military Leave shall be granted as stated in current Education Code.



**ARTICLE 16 - NEW TEACHER INDUCTION AND PEER ASSISTANCE & REVIEW (PAR) PROGRAM**

A. Beginning Teachers' Induction and Support Program (BTSA)

1. Beginning teachers shall be provided induction assistance and coaching to improve instructional skills, classroom management, knowledge of subject and related aspects of teaching performance as stated in the *California Standards for the Teaching Profession*. Participation shall be determined by the Human Resources Office in accordance with Education Code.
2. Beginning Teacher Participants
  - a. A beginning teacher shall be defined as:
    - 1) First or second year teacher who has a preliminary or professional clear credential;
    - 2) intern teachers;
    - 3) a teacher holding either an Emergency Permit, Pre-Intern Permit or Credential Waiver;
    - 4) an experienced teacher who is new to the District; and/or
    - 5) a teacher who is teaching outside their subject matter/credential authorization
  - b. All communication between the Support Provider/Site Coach and the beginning teacher shall be kept confidential, and without the written consent of the beginning teacher shall not be shared with others, including the Principal, the evaluator or the PAR Joint Panel.
  - c. It is understood that the purpose of participation in the Beginning Teacher Induction and Support Program is to provide peer assistance, and the Support Provider/Site Coach shall play no role in the evaluation of the teaching performance of a beginning teacher participant. The evaluation of the beginning teacher is the sole responsibility of the site administrator.
  - d. Funds received through the BTSA Program must first be used to support fully credentialed 1<sup>st</sup> and 2<sup>nd</sup> year teachers only; however, funds received through the PAR Program shall be used to support all BTSA/Induction beginning teachers. PAR funds may be used to support other beginning teachers as defined in Section 2.a. above. PAR funds may also be used to support the Support Provider/Site Coach.

B. Peer Assistance & Review (PAR) Program

1. Participation in the Peer Assistance & Review (PAR) program shall be as follows:
  - a. Mandatory Participation

On the final evaluation, if a teacher receives two (2) "unsatisfactory" standards or three (3) "needs to improve" standards, he/she shall be referred to PAR.

On the final evaluation, if a teacher receives two (2) "needs to improve" standards for two (2) years, he/she shall be referred to PAR.
  - b. Self-Referred Participation

Permanent teachers who seek to improve their teaching performance may "self-refer" to the PAR Joint Panel for intervention under this program.

The PAR Joint Panel shall have the authority to accept or to reject non-mandatory referrals from "self-referred" teachers. Self-referred teachers shall have an opportunity to appear before the PAR Joint Panel prior to its making a determination regarding such a referral.

**ARTICLE 16 - NEW TEACHER INDUCTION AND PEER ASSISTANCE & REVIEW (PAR) PROGRAM (cont.):**

**B. Peer Assistance & Review (PAR) Program (cont.):**

If the PAR Joint Panel accepts the recommendation for self-referral, participation is voluntary.

**2. Participating Teacher**

The participating teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the *California Standards for the Teaching Profession* and in the Association collective bargaining agreement. The evaluation of any participating teacher shall be consistent with Article 12 - Evaluation, of the collective bargaining agreement.

There are two (2) categories of Participating Teachers:

**a. Mandatory Teacher Participant**

- 1) The purpose of participation in the PAR Program is to assist permanent teachers in need of development in subject matter knowledge or teaching strategies, or both
- 2) Communication regarding the mandatory participating teacher shall be limited to the Consulting Teacher/Support Provider, Site Administrator, PAR Joint Panel, Assistant Superintendent, Human Resources, and the Board of Trustees.
- 3) The Consulting Teacher/Support Provider shall provide assistance to the referred teacher until the teaching performance of the referred teacher is “satisfactory,” or further assistance will not be productive, at which time the Consulting Teacher shall submit a written recommendation to the PAR Joint Panel. A Consulting Teacher’s written recommendations shall be made at least annually. The Consulting Teacher shall continue to provide assistance to the participating teacher until the PAR Joint Panel acts on a recommendation. The referred teacher shall have the right to submit a written response to the final report.

**b. Self-Referred Teacher Participant**

- 1) The purpose of self-referred participation in the PAR Program is to assist permanent unit members who seek to improve their teaching performance. A self-referred participant may request the PAR Joint Panel to assign a Consulting Teacher/Support Provider for peer assistance. It is understood that the purpose of such participation is to provide peer assistance and the Consulting Teacher/Support Provider shall play no role in the evaluation of the teaching performance of a self-referred teacher participant.
- 2) The self-referred teacher shall indicate area(s) he/she seeks assistance in his/her request to participate in the PAR Program. The self-referred teacher may terminate his/her participation in the PAR Program at any time without a requirement to give a reason for said request.
- 3) All communication between the Consulting Teacher/Support Provider and the self-referred teacher shall be kept confidential, and without the written consent of the self-referred teacher shall not be shared with others, including the Principal, his/her evaluator or the PAR Joint Panel.

**ARTICLE 16 - NEW TEACHER INDUCTION AND PEER ASSISTANCE & REVIEW (PAR) PROGRAM (Cont.):**

C. Peer Assistance & Review (PAR) Joint Panel

1. PAR Joint Panel Composition and Selection

- a. The PAR Program is overseen and evaluated by a Joint Panel composed of a majority of certificated classroom teachers who are chosen to serve by the Association, and administrators who are chosen to serve by the District, as follows: four (4) teachers selected by the Association, three (3) administrators selected by the Superintendent, and one non-voting support facilitator as agreed upon by consensus of the PAR Joint Panel. The chairmanship shall alternate annually between a teacher and an administrator. A PAR Joint Panel year is defined as July 1<sup>st</sup> through June 30<sup>th</sup> and a Panel member's term shall be three (3) years.
- b. Unit members selected to serve on the PAR Joint Panel shall receive a stipend of \$100 per meeting, not to exceed a maximum of \$1,000 annually.

2. PAR Joint Panel Duties and Responsibilities

- a. The PAR Joint Panel shall:
  - 1) Maintain confidentiality regarding all PAR Program discussions and materials except the annual PAR Program evaluation
  - 2) Administer the PAR Program
  - 3) Determine their own meeting schedule
  - 4) Approve the assignment of Consulting Teachers/Support Providers
  - 5) Establish PAR Program operating rules and procedures
  - 6) Participate in any training required to implement the PAR Program, including training on the *California Standards for the Teaching Profession*
  - 7) Select the Consulting Teachers/Support Providers by a majority vote
  - 8) Use a consensus model for decision-making
  - 9) Accept or make every effort to accept non-mandatory referrals for intervention from self-referred participants
  - 10) Meet with Consulting Teachers periodically to approve staff development plans for participating teachers and to receive reports
  - 11) Collaborate with other teacher support programs
  - 12) Oversee training of Consulting Teachers/Support Providers
  - 13) Develop a PAR Program budget subject to approval by the Board of Trustees
  - 14) Develop and communicate the Evaluation process of Consulting Teachers/Support Providers, and evaluate each Consulting Teacher/Support Provider on an annual basis
  - 15) Monitor the progress of referred teacher's interventions, including making the decision regarding the success of such intervention and then so advising the Board of Trustees
  - 16) Provide the Consulting Teacher with a copy of a written response from their participating teacher

**ARTICLE 16 - NEW TEACHER INDUCTION AND PEER ASSISTANCE & REVIEW (PAR) PROGRAM (cont.):**

C. Peer Assistance & Review (PAR) Joint Panel (cont.)

2. PAR Joint Panel Duties and Responsibilities (cont.)

a. The PAR Joint Panel shall (cont.):

17) Annually evaluate the impact of the District's Peer Assistance & Review (PAR) Program in order to improve the program including, but not limited to:

- Number of "unsatisfactory" evaluation referrals;
- Number of "needs to improve" evaluation referrals;
- Number of beginning teachers to receive assistance;
- Number of self-referred participants;
- Training needs of the Consulting Teachers/Support Providers;
- Training needs of the Joint Panel;
- Release time needed by Consulting Teachers/Support Providers, Joint Panel Committee, and Participating Teacher(s);
- Fiscal report of the program; and
- Administrative costs

18) Refrain from participation in discussion and voting on any matter in which he/she has a conflict of interest

b. All rules and procedures established by the PAR Joint Panel shall be distributed to certificated employees of the District.

3. PAR Joint Panel Recommendations and Decision-Making

a. The PAR Joint Panel shall use a consensus model for decision-making except in the selection of Consulting Teachers/Support Providers.

b. No action or recommendations shall be taken unless at least two (2) teacher members and two (2) district members are present.

c. The PAR Joint Panel shall not act on a Consulting Teacher's written report before ten (10) work days following receipt of the report to allow a participating teacher sufficient time to submit a written response. By written agreement of the PAR Joint Panel and the participating teacher, timelines can be extended.

d. The PAR Joint Panel shall make written recommendations to the Board of Trustees of the District concerning mandatory participant teachers. The PAR Joint Panel shall in each case determine whether the mandatory participant teacher has been afforded "sustained" assistance, and whether the participant teacher has been able to demonstrate satisfactory progress and hence recommended for release from PAR; demonstrated progress but still mandated to receive assistance through PAR; or discontinued from PAR support due to unsatisfactory progress after sustained assistance.

e. The PAR Joint Panel's written recommendation to the Board of Trustees shall be for Closed Session only. The Panel's recommendations shall also be provided to the Certificated Human Resources Office Administrator prior to submitting any recommendation to the Board of Trustees.

**ARTICLE 16 - NEW TEACHER INDUCTION AND PEER ASSISTANCE & REVIEW (PAR) PROGRAM (cont.):**

D. PAR Program Operations

1. Confidentiality

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

- a. In response to a subpoena or an order of the court
- b. The final report may be used by the District in any employment action based upon instructional performance

2. Duty to Indemnify

The District shall hold harmless the members of the PAR Joint Panel and the Consulting Teacher/Support Providers for any liability arising out of their participation in the program.

E. Consulting Teacher/Support Providers

A “Consulting Teacher/Support Provider” is defined as a permanent certificated unit member who provides assistance to a participating teacher enrolled in the PAR Program.

1. Consulting Teacher/Support Provider Selection

a. Consulting Teacher/Support Providers shall:

- 1) Possess a California Clear Teaching Credential;
- 2) Be a permanent teacher who has successfully taught in the District for at least five (5) years; or, have a minimum of five (5) years of teaching experience, which may include experience outside the District. Consulting Teachers/Support Providers must complete or have completed a district provided or comparable Formative Assessment Training Program.
- 3) Demonstrate exemplary teaching ability;
- 4) Demonstrate talent in written and oral communications;
- 5) Demonstrate ability to work cooperatively and effectively with other professional staff members; and
- 6) Have extensive knowledge of subject matter and mastery of a range of teaching strategies including: classroom management, instructional techniques and student assessment.

b. Consulting Teacher/Support Providers shall be selected as follows:

- 1) A notice/announcement based on the need for Consulting Teacher/Support Providers shall be posted and distributed to school sites;
- 2) Interested applicants shall submit an application form and a letter of application;
- 3) Interested applicants shall submit at least three (3) letters of reference from individuals who have direct knowledge of the applicant’s ability both in teaching and working with colleagues. At least one (1) letter shall be from the applicant’s immediate supervisor and one (1) letter shall be from a teacher or Association representative.
- 4) All applications submitted shall be subject to a screening process established by the PAR Joint Panel to ensure that candidates meet the minimum qualifications of a Consulting Teacher/Support Provider;

**ARTICLE 16 - NEW TEACHER INDUCTION AND PEER ASSISTANCE & REVIEW (PAR) PROGRAM (cont.):**

E. Consulting Teacher/Support Providers (Cont.)

b. Consulting Teacher/Support Providers shall be selected as follows (cont.):

- 5) Consulting Teacher/Support Providers shall be selected by a majority vote of the PAR Joint Panel after a minimum of two (2) representatives of the Panel have conducted a classroom observation and an interview with each of the candidates. At least one (1) teacher and one (1) administrator shall participate in the classroom observation;

c. Consulting Teacher/Support Provider

- 1) Consulting Teacher/Support Providers may continue in service if they have a positive evaluation. Consulting Teacher/Support Provider assignments shall be based upon the needs of beginning teachers, and the Consulting Teacher/Support Provider's teaching credential(s), experience, and site location. Consulting Teachers/Support Providers/Site Coaches/Buddy Teachers are not guaranteed an assignment.
- 2) Consulting Teacher/Support Providers shall receive a stipend of \$2,500 per assigned participating teacher per year.
- 3) Site Coaches/Buddy Teachers/Special Ed Coaches shall receive a stipend of \$500 per assigned participating teacher per year.

2. Consulting Teacher/Support Provider Duties and Responsibilities

- a. Consulting Teacher/Support Providers shall assist participating teachers through demonstrations, observations, coaching, recommended conferences or workshops for teachers, and other appropriate activities that will support the participating teacher. The PAR Program strongly encourages a cooperative relationship between the Consulting Teacher/Support Provider, the site administrator, and the participating teacher with respect to the process of peer assistance and review.

b. The Consulting Teacher/Support Provider shall:

- 1) Meet with the participating teacher and site administrator/evaluator to discuss the PAR Program, establish mutually agreed upon performance goals aligned with the *California Standards for the Teaching Profession*, and develop a written assistance plan and the outcomes for successful completion of the PAR Program;
- 2) Conduct multiple observations of the participating teacher during classroom instruction, and provide specific written immediate feedback;
- 3) Conduct staff development for the participating teacher that may include model lessons, and seek appropriate resources as needed, including the use of academic experts if necessary;
- 4) Participate in meetings with other Consulting Teacher/Support Providers and provide opportunities for the participating teacher to observe exemplary teachers;
- 5) Maintain a written log of specific support given to each assigned participating teacher;
- 6) Note all observations, visitations and meeting dates with participating teacher;
- 7) Submit periodic written reports to the PAR Joint Panel, and discuss them with the participating teacher's progress;

**ARTICLE 16 - NEW TEACHER INDUCTION AND PEER ASSISTANCE & REVIEW (PAR) PROGRAM (cont.)**

2. Consulting Teacher/Support Provider Duties and Responsibilities (cont.)

- b. The Consulting Teacher/Support Provider shall (cont.):
  - 8) Continue to provide assistance to the assigned participating teacher until the PAR Joint Panel directs the Consulting Teacher/Support Provider to cease support because it has determined the teaching performance of the participating teacher is satisfactory, or that further assistance will not be productive;
  - 9) Shall review all written reports with the participating teacher to receive his/her signature prior to submitting the final report to the PAR Joint Panel. The participating teacher's signature does not necessarily indicate agreement with the contents of the final report;
  - 10) Shall submit any reports to the PAR Joint Panel within five (5) working days of delivery to the participating teacher; and
  - 11) Participate in an annual review of the PAR Program with the Joint Panel.

3. Consulting Teacher/Support Provider Reports and Meetings with the PAR Joint Panel

- a. The Consulting Teacher/Support Provider shall submit a written report to the PAR Joint Panel on the program of the participating teacher at least mid-year. The final report shall be submitted to the PAR Joint Panel at least forty-five (45) calendar days before the end of the participating teacher's school year.
- b. The Consulting Teacher/Support Provider may provide, at any time, a written or oral report to the PAR Joint Panel and a mandatory participant teacher regarding the mandatory participant's progress in the PAR Program.
- c. The mandatory participant teacher may respond in writing to the Consulting Teacher/Support Provider's report within five (5) working days.
- d. The PAR Joint Panel may request additional information as deemed necessary.
- e. All deliberations of the PAR Joint Panel are confidential.

4. Consulting Teacher/Support Providers Terms and Conditions

- a. Length of Term for Consulting Teacher/Support Providers
  - 1) After a three (3) year term, a Consulting Teacher/ Support Provider on full time release must return to the classroom for one (1) year before a reappointment may be made.
  - 2) If the performance of the Consulting Teacher/Support Provider is found to be unsatisfactory at the annual performance review by the PAR Joint Panel, the Panel may remove the Consulting Teacher/Support Provider from their role at that time.

F. Exclusions

- 1. The PAR Program shall not deal with teacher employment issues that arise from accusations of neglect of duty or misconduct which are distinctly different from teacher evaluations in relationship to the *California Standards for the Teaching Profession*.
- 2. Preschool Teachers and Preschool Associate Teachers

This Article is not applicable to Preschool Teachers and Preschool Associate Teachers with the understanding that evaluation procedures as set forth in Article 12 - Evaluation, includes remediation provisions.

## **ARTICLE 17- CLASS SIZE**

- A. During the term of this Agreement, the District shall follow the class size standards as provided for in California Education Code.
- B. If, during the term of this Agreement, an initiative is passed which provides additional funding to lower Class Size, the Association and the District will meet and negotiate on class size.
- C. The District agrees to meet with the AVUTA President or President's designee on a monthly basis to review class size for compliance with Education Code.
- D. The District shall adhere to a class size average for Grades 4, 5, and 6 of no more than 32.3 students.
- E. If State funding is reduced which prohibits implementation of Class Size Reduction efforts in Grades K-3 classrooms and the class size average in Grades 4, 5 and 6 of no more than 32.3 students, the District shall follow the class size standards as provided for in California Education Code.



## **ARTICLE 18 - SUMMER SCHOOL**

### **A. District**

The District shall hire qualified bargaining unit members to teach Summer School assignments if such applicants are available.

### **B. Notice**

1. Summer School positions and application procedures shall be sent to unit members prior to May 1.
2. Unit members shall have at least two (2) weeks to apply for Summer School positions.

### **C. Assignment – Summer School / Intersession**

Assignments shall be made by the designated Principal, with priority given to AVUSD bargaining unit members.

### **D. Salary and Benefits**

1. Summer School/Intersession teachers shall be paid an hourly rate of \$35.00 per hour.
2. The hours and days assigned to the District's grades K-12 Summer School unit members shall be determined by the District, based upon available funding and student needs.
3. Site discretionary/grant funded summer school/intersession hours and days shall be determined by the site principal based upon available funding and student needs.

## **ARTICLE 19 - COMPENSATION**

### **A. Bargaining for Total Compensation Package**

1. Compensation package includes: salary, health and welfare benefits, and employer required retirement (STRS/PERS) contributions paid per bargaining unit member.
2. Compensation package includes: the effects of increases in statutory compensation costs to the District such as: Medicare, worker's compensation and unemployment insurance.
3. Total compensation package includes Sections A.1 and A.2 of this article.
4. Total compensation package shall be reopened for negotiations in year three (2018-19) of this collective bargaining agreement.

### **B. Salary**

1. Unit members who serve less than one (1) year or one (1) semester on a regular teaching contract shall receive their daily rate of pay for each day of required duty.
2. Pay Warrants
  - a. Annual salary shall be paid to unit members in twelve (12) equal payments. Unit members currently receiving ten (10) equal payments will have the option to continue this arrangement if they notify the Central Services Office in writing. Each unit member is responsible for repayment of monies not earned if they leave service to the District before the end of their contract. Unit members shall stay on the same pay warrant plan unless they notify the District in writing. Unit members will not be allowed the option of returning to the ten (10) month pay option once opting for the twelve (12) month pay option.
  - b. Each unit member shall be paid their regular monthly salary on the first workday of the month with appropriate deductions taken from each warrant.
  - c. Salary payments for services, in addition to the unit member's regular assignment, shall be made on the first day of the month following the payroll period in which the service was performed or, as soon as the processing is completed.
  - d. Unit members may authorize the District in writing to make electronic deposits of salary warrants. Such deposits shall be made not later than the day the warrant would normally be released to the employee.
  - e. Optional salary deductions may be elected in writing by unit members to be taken from gross earnings. Authorization for optional deductions shall remain in effect until the District receives written notice from the unit member altering such authorization. Optional salary deductions must be deposited and recorded to the destination account within a reasonable period of time. Optional salary deductions may include, but are not be limited to, the following:
    - 1) Credit Unions of choice;
    - 2) Tax-Sheltered Annuities of choice (must be approved by San Bernardino County Council);
    - 3) Additional insurance of choice;
    - 4) Charities of choice; and
    - 5) Association dues. The contribution of Association dues shall be assessed in accordance with the distribution of annual salary. For example: those employees on ten (10) equal monthly payments will contribute Association dues in ten (10) equal installments and those employees on twelve (12) equal monthly payments will contribute Association dues

## **ARTICLE 19 – COMPENSATION (Cont.):**

### **B. Salary (cont.):**

in twelve (12) equal installments. This Association dues deduction schedule shall also apply to Article 22 - Organizational Security, Sections “A” and “B”.

#### **6) Section 125 Plan**

3. The District shall provide each unit member with verification of salary advancement credits each year at the time of contract renewal or salary notification.
4. Initial Salary Schedule Placement
  - a. All certificated staff hired into the District beginning July 1, 1995, shall be limited to actual (K-12) teaching experience or a maximum of five (5) years teaching service for credit for initial salary schedule placement, whichever is less. Effective January 1, 2013 any fully credentialed Speech Language Pathologist who is hired by the district may be awarded a maximum of nine (9) years of qualified teaching credit for initial salary placement.
    - 1) Initial placement on the salary schedule for up to five (5) years maximum shall be given for full years of regular contractual service in elementary (K-6) and/or secondary (7-12) public and private schools which are accredited by a recognized Regional Accrediting Agency, or non-public schools licensed by the State of California for educating Special Education students.
    - 2) If a partial year’s service is requested in writing for a full year’s service credit and this meets the requirements of Section B.4.a. above, then a minimum of 75% of the regular contract days as determined by the contract under which the person worked must have been in paid status.
    - 3) A person serving at least 75% of school days in the immediate prior year in this District as a long term substitute and/or in a contract position shall be granted one (1) year service credit for that year for initial placement on the salary schedule.
5. Salary Schedule Movement (After Initial Placement)
  - a. Only days worked in regular contract paid status within a contract year shall count towards “Step” movement on the salary schedule. Seventy-five percent (75%) of the contract year must be in paid status to advance on the salary schedule.
  - b. Full year, partial day assignments, shall count toward salary schedule advancement for the next year when the total of the percentage of time in regular contract paid status meets, or exceeds a full-time equivalent of a teaching position at the end of the contractual period [i.e., 50% per year after three (3) years would equal one (1) “Step” placement; 50% after two (2) years would equal one (1) “Step” placement]. There is no carryover beyond 100%.
6. Re-Employment Salary Schedule Placement
  - a. Unit members whose initial District employment was in a program conducted under categorically funded projects, and who were subsequently employed as probationary unit member with no break in service in the specifically funded program, shall receive year-for-year credit for the previous service rendered when salary schedule placement is determined. This does not apply to consulting contracts.
  - b. Unit members who have been employed in regular educational employment for the District before being assigned to a program conducted under contract with categorically funded projects, shall be entitled to continue vertical advancement on the salary schedule for each

## **ARTICLE 19 – COMPENSATION (Cont.):**

### **B. Salary (cont.):**

year of service performed while assigned to such programs. This does not apply to consulting contracts.

#### **7. Extended Work Year Contracts**

- a. An Extended Work Year Contract shall be offered to individuals approved for continuation of regular duties beyond their regular contract.
- b. The per diem salary of each unit member on an extended work year contract shall be determined by dividing the unit member's salary by the number of days in the unit member's regular contract work year.
- c. Per diem salary shall be paid to any unit member who performs extra days of service with the prior approval of the Board of Trustees.
- d. These extended work year days are expressly understood to be beyond those required under the provisions of the regular work year assignment.

#### **8. Salary Advancement**

- a. Course credit for salary placement and movement shall be given for upper division, graduate or post-graduate work taken at four (4) year colleges, universities or graduate schools which are accredited by a Regional Accrediting Commission, or other programs approved by the District. Graduate level courses taken apart from the Bachelor's Degree shall be counted toward salary movement.
- b. Salary credit for placement shall be given four (4) times a year
  - 1) Transcripts showing the course(s) finished, with a completed grade included, shall be submitted to the Human Resources Office no later than June 10<sup>th</sup> for an August 1<sup>st</sup> salary change; September 10<sup>th</sup> for a November 1<sup>st</sup> salary change; December 10<sup>th</sup> for a February 1<sup>st</sup> salary change; or March 10<sup>th</sup> for a May 1<sup>st</sup> salary change.
  - 2) A letter of verification from the college/university may serve as a transcript substitute for sixty (60) days from the above due dates.
- c. Units of lower division coursework for class advancement shall require prior approval by the Human Resources Office or the District Superintendent.
- d. Semester units granted by an accredited college or university shall be acceptable for placement on the salary schedule. Quarter units granted by an accredited college or university shall be converted to semester units by multiplying (x) the total quarter units by .667.
- e. A unit member shall be given full service credit for his/her years of service in the Apple Valley Unified School District if previously "frozen" on an academic class in conjunction with a salary class advancement.

#### **9. Salary Schedule**

- a. Unit members shall be paid based on his/her placement on the Certificated Salary Schedule.
- b. For certificated salary schedule placement in Class IV, M.A. + 15 semester hours, the unit member must have accumulated the qualifying 15 semester hours of academic coursework above the Master's Degree after the date the M.A. is granted.

10. Adjusted contract rate - Provided for secondary teachers who volunteer to teach during their preparation periods for a semester or longer, with an understanding that their preparation period will be before or after school. The adjustment shall be an increase of 17% at sites with a six (6) period day.

**ARTICLE 19 – COMPENSATION (Cont.):**

**B. Salary (cont.):**

11. Salary Schedule compression effective July 1, 2016.
12. Effective July 1, 2016, 1.066% added to certificated salary schedule and certificated supplemental salary schedules.
- 13a. In lieu of adjusting the Health and Welfare cap for the 2016-17 school year, a one time off schedule payment of \$2,850 to each unit member during the 2016-17 school year.
- 13b. Initial Health and Welfare cap of \$15,860 effective 07/01/2017 (ongoing cost of 3.86% from 13a.)
- 14a. Effective July 1, 2017, 3.2% total compensation package increase inclusive of the request for the full release of AVUTA president at 0.2% per Article 7 – Association Rights, (N) Full Release President. 3.0% added to the certificated salary schedule and certificated supplemental salary schedules.
- 14b. Effective July 1, 2017, Preschool Lead Teachers who have completed ten (10) years of service as certificated AVUSD staff and have achieved a Bachelor’s degree shall receive an annual \$2,500 stipend. The stipend does not apply to Preschool Associate Teachers. This shall be reviewed annually due to Preschool Grant funding.
15. Total compensation package shall be reopened for negotiations in year three (2018-19) of this collective bargaining agreement.

**C. Health and Welfare Benefits**

1. The District shall provide health, dental, vision and life insurance coverage through the High Desert Inland Employee/Employer Trust (HDIEET) for unit members and their eligible dependents as part of the total compensation package. The life insurance coverage shall be \$50,000 for unit members and \$5,000 for each eligible dependent. Effective July 1, 2017, the District will contribute a maximum of \$15,860 annually for the health and welfare benefits of an eligible full-time unit member. Part-time unit members shall receive a pro-rata Health & Welfare allowance based on their percentage of employment. If the member’s selection of health and welfare benefits results in a total premium in excess of the District’s maximum annual contribution (pro-rated for part time employees), the member shall authorize the difference to be deducted from payroll as a condition of receipt of the benefits.
  - a. All eligible employees shall have the option to voluntarily opt-out of the entire Health & Welfare Benefits Program (includes medical, dental, vision & life insurance) with the option at the unit member’s expense to participate in the Life insurance coverage. All unit members shall have the option to opt-out of the Health & Welfare Benefits Program during open enrollment periods, upon providing the district with written verification of having medical coverage from another source.
  - b. It is understood by the parties that if the number of unit members electing to opt-out of the entire Health & Welfare Benefits Program exceeds ten percent (10%) of the total number of those eligible to participate, the rates may be adjusted by High Desert Inland Employee/Employer Trust or Blue Shield of California.

c. In the event unit members who voluntarily opt-out of the entire Health & Welfare Benefits Program are no longer receiving medical benefits from another source due to a change in circumstances, those unit members may return to the HDIEET, but shall be limited to participation in the HMO only until the next open enrollment period.

2. Duration of benefits shall be as follows:

- a. Benefits for a unit member become effective when the properly completed forms are submitted within the time-frame established by the insurance carrier, but not before the first date of contracted employment or the date a unit member reports for full-time duty.
- b. Benefits for the unit member who completes their contract year shall continue through the last day of the contract year. The unit member whose employment is terminated prior to the close of the school year shall be entitled to benefits up to, and including, the effective date of termination.
- c. Following termination, the unit member shall be entitled to pay for continuing health benefits as prescribed by law.
- d. Unit members who have exhausted their accumulated paid leave on account of illness shall continue to receive full benefits, paid for by the District, for the remaining portion of the school year in which the leave was exhausted.
- e. Unit members who are on approved Unpaid Leave of Absence may pay the district insurance premiums for the total benefits package to continue coverage while on leave.

3. Part-time unit members shall receive the same health and welfare benefits as full-time unit members and shall pay the difference between the member's pro-rata share and the cost to the District through payroll deduction.

4. District representatives to the Board of Directors for the High Desert Inland Employee/Employer Trust (HDIEET) shall be as follows:

- One (1) Administrator
- One (1) Association Unit Member

C. Preschool Teachers and Preschool Associate Teachers

1. Article 19- Compensation shall apply to Preschool Teachers and Preschool Associate Teachers with the following exceptions:

- a. Section B.4.-Initial Salary Schedule Placement on Appendix B-2 (Chart #1 - Preschool Teacher Salary Schedule or Chart #2 - Preschool Associate Teacher Salary Schedule), with only four (4) years of outside service in a licensed Preschool program accepted.
- b. Section B.8.-Salary Advancement - This section is not applicable to Preschool Teachers and Preschool Associate Teachers.

D. District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors

1. Article 19- Compensation shall apply to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors with the following exceptions:

- a. Section B.4 - Initial Salary Schedule Placement - This section is not applicable to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors.
- b. Section B.5 - Salary Schedule Movement - This section is not applicable to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors.

- c. Section B.6 - Re-Employment Salary Schedule Placement - This section is not applicable to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors.
- d. Section B.8 - Salary Advancement - This section is not applicable to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors.
- e. Section B.9 - Salary Schedule - This section is not applicable to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors.
- f. Junior ROTC Instructors shall receive the Minimum Instructor Pay (MIP) as established by the Military Service. The MIP is subject to change during the school year and is established by the Military Service. The Military Service shall reimburse the District one-half the MIP.

**ARTICLE 20 - EXTRA-CURRICULAR POSITIONS**

- A. The Board of Trustees may approve extra-curricular payments to unit members who are employed to perform specific duties beyond their regular duty.
- B. District administration may recommend approval for all, some or none of the extra-curricular positions. Site administration shall notify selected unit members in writing. Unit members shall indicate acceptance by signature.
- C. Unit members who are employed in a position to perform extra-curricular duties beyond their regular duty shall be paid according to the Extra-Curricular Positions/Salary Guide below.
- D. Extra-curricular salary payments shall be made to unit members after the appropriate administrator has certified to the Payroll Department that the extra-curricular duties have been completed as assigned.
- E. Extra-curricular positions shall be a separate duty for a stated period of time or stated season and the assignment shall expire with the certification of completion of the duties.
- F. Job descriptions may be developed and available for positions as identified in the Extra-Curricular Position/Salary Guide below.
- G. Extra-Curricular (or Extra Responsibility) Position/ Salary Guide (all percentages are based on Column I, Step 1 on the certificated salary schedule):

Schedule "A" High School only (7.5% of Class I, Step 1):

Football Head Coach	Athletic Director
Trainer (each Semester)	Activities Director

Schedule "B" High School only (6.5% of Class I, Step 1):

Mock Trial Advisor	Varsity Head Coach for:
Academic Decathlon	Basketball
Choir Director	Wrestling
Band Director	Soccer
Drama Director	Softball
Assistant Football coach (limit 2)	Baseball
AVID Coordinator	Cross Country
	Track and Field
	Volleyball

Schedule "C" High School only (5.5% of Class I, Step 1):

Yearbook Advisor	Varsity Assistant/ JV/ Frosh Coach (Sports listed in "B" and Football)
Newspaper Advisor	Varsity Head Coach for:
Head Counselor	Swim
	Golf
	Tennis
	Water Polo

Schedule "D" (4% of Class I, Step 1):

Senior Class Advisor (HS)	Varsity Assistant/ JV Coach (HS) (Sports listed in "C")
Cheer Advisor (HS) (each Semester)	
Service Club Advisor (HS) (limit 2 per school)	



## **ARTICLE 20 - EXTRA-CURRICULAR POSITIONS (Cont.)**

### Schedule "D" (4% of Class I, Step 1) (cont.):

ASB Director (K-8)  
Yearbook Advisor (K-8)  
AVID Coordinator (K-8)  
Advanced Placement Coordinator (HS)

### Schedule "E" (3% of Class I, Step 1):

Intramural Athletics (K-8)  
Junior Class Advisor (HS)  
District Science Fair Coordinator  
District History Day Coordinator  
District Young Authors Coordinator

### Schedule "F"

Other Stipends: Stipends may be awarded for extra duties or extra responsibilities requested by administration.

## H. Hourly and Daily Rates of Additional Pay

1. Certificated hourly rate of \$35 – Provided for a variety of reasons, including substitute teaching services during preparation periods, curriculum development, scheduling and counseling, and after school pupil supervision, teaching and counseling services during summer school, intercessions on non-contract days, during before and after school interventions, for English Language Acquisition Program (ELAP) Instructors, and for Gifted and Talented education (GATE) Academy Instructors, Home Hospital teaching and other adjunct duties.
2. Individual daily rates of pay may also be provided to unit members for particular services in the following category:
  - a. Extended Work Year Contracts - Additional days of per diem pay may be provided to counselors, and speech pathologists.

**ARTICLE 21 - CONTRARY TO LAW**

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall be deemed not valid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect. The parties shall retain the right to meet and negotiate within a mutually agreed amount of time regarding the effects of such decision.

## **ARTICLE 22 - ORGANIZATIONAL SECURITY**

- A. Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues and general assessments, payable to the Apple Valley Unified Teachers' Association (AVUTA). The contribution of Association dues shall be assessed in accordance with the distribution of annual salary. For example: Those employees on ten (10) equal monthly salary payments will contribute Association dues in ten (10) equal installments, those employees on twelve (12) equal monthly salary payments will contribute Association dues in twelve (12) equal installments. Such membership dues and general assessments shall be pro-rated for unit members who are hired after the beginning of the school year.
- B. Any unit member who is not a member of the Association or who does not make application for membership within thirty (30) school days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues payable to the Association in one (1) lump sum payment or in the same manner as set forth in paragraph "A" above. In the event that the unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in paragraph "A" or, if the unit member does not pay the fee equivalent of the Association dues to a charitable or other public service organization as provided for in paragraph "C", the District shall immediately begin automatic payroll deduction as provided in Education Code and in the same manner as set forth in paragraph "A" above.
- C. Any unit member who is a member of a religious body whose formal tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, except that such unit member shall pay, in lieu of membership dues, sums equal to such fees to one of the following non-religious, non-labor organizations: The American Heart Association, The March of Dimes, and/or The American Cancer Society, which are charitable funds exempt from taxation under Section 501(C)(3) of Title 26 of the Internal Revenue Code, or any other charitable, non-profit organization mutually agreed to by the unit member and the Association. Such payment shall be made pursuant to paragraph "B" above each school year.
  - 1. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body, pursuant to paragraph "C" above, shall be made on an annual basis to the District. Full payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1<sup>st</sup> of each school year. The Association shall have the right of inspection in order to review said proof of payment.
- D. The Association shall furnish any information needed by the District to fulfill the provisions of this Article including identifying unit members who pay directly to the Association pursuant to paragraph "B" by October 1<sup>st</sup> of each school year. The District agrees to notify new unit members concerning paragraphs "B" and "C".
- E. The Association, CTA and/or NEA, agrees to indemnify and hold harmless the District against any and all liabilities, claims or actions which maybe brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all cost, expenses, fees and judgments and providing an effective defense on behalf of the District at the direction and expense of the Association against any and all lawsuits or other legal proceedings, arising out of and in connection with this Article.
- F. Upon request, and subject to Association established procedures, unit members shall have the right to receive a refund of that portion of the agency fee which represents political or ideological spending on the part of the Association, CTA/NEA, not related to collective bargaining or employment matters.

## **ARTICLE 23 - COMPLETE AGREEMENT**

- A. The Board of Trustees and the Association acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement.
  
- B. The written provisions of this Agreement constitute the whole and entire agreement (including all understanding) between the parties concerning any and all matters within the scope of collective bargaining.

*Memorandums of Agreement*

*and*

*Memorandums of Understanding*

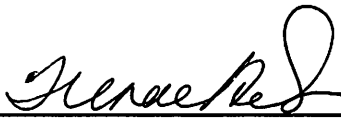
*Apple Valley Unified Teachers' Association*  
*(AVUTA)*

Memorandum of Agreement

Between  
Apple Valley Unified School District  
And  
Apple Valley Unified Teachers' Association

District Health and Welfare funds (aka AVUTA Wellness) that were last collected on behalf of AVUTA unit members during the 2009-2012 Certificated Collective Bargaining Agreement shall be turned over to the district no later than August 2017 provided that funds collected under Health and Welfare account are dispersed for AVUTA unit members' and agency fee payers flu shots.

The district will send an annual report to the AVUTA President each January showing how the funds were spent, until the funds are exhausted.

 5/3/17  
\_\_\_\_\_  
Trenae Nelson                      Date

 5-4-17  
\_\_\_\_\_  
Mike Castellano                      Date

# Memorandum of Agreement

Between  
Apple Valley Unified School District  
And  
Apple Valley Unified Teachers' Association

Language that replaces the MOU from 2016-2017

NEW Information

Beginning July 1, 2017

In order to retain and attract Speech and Language Pathologist AVUSD and AVUTA agree to enter into the following Memorandum of Agreement which will be reviewed annually in order to review availability of funding. By May 1st of each school year the agreement will be renewed or terminated for the following school year. If the agreement is terminated, staff affected by the agreement will be notified in writing of it's sunset by May 15th. AVUSD needs twelve fully credentialed SLPs.

## **Fully Credentialed Speech and Language Pathologists**

- Initial Salary Schedule Placement: Effective May '4, 2016 all fully credentialed speech and language pathologists hired by the district shall be awarded full service credit for years served within an accredited institution on the certificated salary schedule in the appropriate column, based on verification of coursework and the appropriate step, based on verification of experience.
- Stipend: An annual stipend of \$10,000, shall be paid 50% on December 1st payroll, and 50% June 1st payroll each year this agreement is in effect.

## **Waiver Credentialed Speech and Language Pathologists**

Effective July 1, 2017, per Article 19 of the AVUTA contract Speech Pathologists working under a waiver for credentialing, will be placed at their actual placement on the AVUSD Certificated Salary Schedule, Class and Step or Class IV, Step 7, whichever is higher.

- If their actual placement is higher than Class IV, Step 7 they will progress annually on the salary schedule based on Article 19 of the AVUTA Contract.
- If Class IV, Step 7 is higher than their actual placement, they will remain on Class IV Step 7 until their Credential is cleared or they have earned the appropriate units for Class IV and completed 7 years of service in order to advance to step 8 in the subsequent year.

- Waiver Credentialed Speech Pathologists must meet the annual CTC guidelines for a waiver
- During a given school year, any Waiver Speech Pathologist not able to meet the Annual CTC guidelines to renew the waiver shall be required to pay back the difference between their actual placement on the salary schedule and Class IV Step 7 earnings during that school year while this agreement is in effect. The schedule of repayment will be negotiated.

 5/3/17  
Trenae Nelson                      Date

 5-4-17  
Mike Castellano                      Date



# Memorandum of Agreement

Between  
Apple Valley Unified School District  
And  
Apple Valley Unified Teachers' Association

The parties recognize that it is to the advantage of the District, the Association, and the community for the AVUTA President to take an active role to foster a positive work environment for employees and a positive learning environment for students. The parties also understand the importance to build a positive, collaborative, and pro-active problem solving approach to issues. The AVUTA President shall be released from his/her regular duties in the District and classified as a Teacher on Special Assignment.

- The AVUTA President and Superintendent or designee shall collaboratively establish office hours (start and end time) and submit to Superintendent or designee prior to start of school year. The primary work location will be the AVUTA office at the Educational Support Center (ESC). The AVUTA president shall work in accordance with Article 13- Hours and Adjunct Duties.
- The AVUTA President shall maintain a mutually agreed upon electronic calendar format. This calendar shall log site visits and/or meetings within and outside the district. Due to confidentiality, who the president is meeting with and the topic are not required to be included on the calendar.
- The AVUTA President shall be placed under Human Resources for purposes of leave and administrative organization.
- The District shall pay for all health and welfare costs up to the cap for the AVUTA President, as well as all statutory benefits that are paid by the District on behalf of all other certificated bargaining unit members. The AVUTA President shall receive full State Teachers' Retirement System (STRS) service credit for all contracted work days to the extent permitted by law and by STRS.
- The AVUTA President shall have access to all District sites. The AVUTA President must abide by all District policies and site procedures as it relates to visitors on campus including, but not limited to, visitor sign in processes and assurances of not disrupting the educational process. The AVUTA President will provide the appropriate principal or supervisor with relevant information after each site visit.

- Due to the midterm transition of the AVUTA President to full release, with one year remaining, the President's classroom materials do not have to be removed from the current classroom and site location. A temporary teacher will be hired to backfill the position for the 2017-18 school year. As long as the site would have maintained the same position in the 2018-19 school year, the President shall return to the position of teacher, within appropriate credential subject area. The assignment will be made based on Article 11-Assignment/Reassignment. The courses taught are at the discretion of the site administrator.
- In the event that the AVUTA president is unable to finish their term due to illness, personal issues, or resignation the vice president shall assume the duties and full release of President until the next election, full release shall begin as soon as an appropriate teacher can be secured for the replacement.

  
Trenae Nelson  
  
Date


  
Mike Castellano  
  
Date

Memorandum of Agreement

Between  
Apple Valley Unified School District  
And  
Apple Valley Unified Teachers' Association

Language replaces MOU from 5-4-16

All fully credentialed teachers shall be given up to 10 years service credit. Any employee granted the years of service adjustment shall not exceed placement of step 11 beginning in the 2017-18 school year. There will be no retroactive pay. Qualified teachers shall move on the certificated salary schedule effective for the 2017-18 school year. Any employee currently at step 11 or higher for the 2017-18 school year shall not receive any service adjustment, per this MOA. This agreement shall sunset with original language at the end of the 2018-2019 school year.

  
Trenae Nelson  
5/3/17  
Date

  
Mike Castellano  
5-4-17  
Date

# Memorandum of Understanding

Between  
Apple Valley Unified School District  
And  
Apple Valley Unified Teachers' Association

The parties recognize that it is to the advantage of the District, the Association, and the community for the President to take an active role to foster a positive work environment for employees and a positive learning environment for students. The parties also understand the importance to build a positive, collaborative, and pro-active problem solving approach to issues. The AVUTA President shall be released from his/her regular duties in the District and classified as a Teacher on Special Assignment.

- By July 1 of the AVUTA President's beginning term, his/her classroom shall be vacated, including all personal materials, for use of another teacher.
- The AVUTA President and Superintendent or designee shall collaboratively establish office hours (start and end time) and submit to Superintendent or designee prior to start of school year. The primary work location will be the AVUTA office at the Educational Support Center (ESC). The AVUTA president shall work in accordance with Article 13-Hours and Adjunct Duties.
- The AVUTA President shall maintain a mutually agreed upon electronic calendar format. This calendar shall log site visits and/or meetings within and outside the district. Due to confidentiality, who the president is meeting with and the topic are not required to be included on the calendar.
- The AVUTA President shall be placed under Human Resources for purposes of leave and administrative organization.
- The District shall pay for all health and welfare costs up to the cap for the AVUTA President, as well as all statutory benefits that are paid by the District on behalf of all other certificated bargaining unit members. The AVUTA President shall receive full State Teachers' Retirement System (STRS) service credit for all contracted work days to the extent permitted by law and by STRS.

- The AVUTA President shall have access to all District sites. The President must abide by all District policies and site procedures as it relates to visitors on campus including, but not limited to, visitor sign in processes and assurances of not disrupting the educational process. The AVUTA President will provide the appropriate principal or supervisor with relevant information after each site visit.
- Every effort shall be made to return the AVUTA President to the site and position held prior to service as AVUTA President. The president shall return to the position of teacher, within appropriate credential/subject area.
- In the event that the AVUTA president is unable to finish their term due to illness, personal issues, or resignation the vice president shall assume the duties and full release of President until the next election, full release shall begin as soon as an appropriate teacher can be secured for the replacement.

  
Trenae Nelson                      5/3/17  
Date

  
Mike Castellano                      5-4-17  
Date



MEMORANDUM OF UNDERSTANDING

Between

Apple Valley Unified School District

And

Apple Valley Unified Teachers' Association

This Memorandum of Understanding is entered into by and between the Apple Valley Unified School District (hereinafter "District") and the Apple Valley Unified Teachers' Association (hereinafter "AVUTA"). Both parties have agreed to the following:

For the 2017-18 school year: In order to better plan for the certificated staffing needs for the 2018-19 school year, the district will offer an Early Notification of Retirement Incentive of \$1,500. In order to qualify for the stipend, Unit Members must submit their retirement letter to the Assistant Superintendent of Human Resources by January 12, 2018 and retire on or before June 30, 2018.

For the 2018-19 school year: In order to better plan for the certificated staffing needs for the 2019-20 school year, the district will offer an Early Notification of Retirement Incentive of \$1,500. In order to qualify for the stipend, Unit Members must submit their retirement letter to the Assistant Superintendent of Human Resources by January 11, 2019 and retire on or before June 30, 2019.

Per Board Policy 4117.2, once the retirement notice has been accepted by the Superintendent or designee, it may not be rescinded.

This Memorandum of Understanding shall not in any way modify the parties' Agreement except as specified herein, and shall not constitute precedent for any further modification of the Agreement.

 11/2/17

Trenae Nelson  
Assistant Superintendent, Human Resources



Kristy Croft  
Chief Negotiator, AVUTA

# ***APPENDICES***

***Apple Valley Unified Teachers' Association  
(AVUTA)***



APPLE VALLEY UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM

FILING DATE: \_\_\_\_\_ OCCURRENCE DATE: \_\_\_\_\_ GRIEVANCE NO. \_\_\_\_\_

GRIEVANT: \_\_\_\_\_ RESPONDENT: \_\_\_\_\_

Check One: \_\_\_\_\_ Level II \_\_\_\_\_ Level III \_\_\_\_\_ Level IV

Distribution: Grievant; Respondent; Association Representative; Association

A. STATEMENT OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. ARTICLE OF CONTRACT VIOLATION: \_\_\_\_\_

C. REMEDY DESIRED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

RESOLUTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Respondent/Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

POSITION OF GRIEVANT AND/OR ASSOCIATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

**Apple Valley Unified School District  
Certificated Salary Schedule**

July 1, 2016 - Compress 32 to 22 add 3%@30 and 3%@ 35 Plus 1.066% - Bd Approved 3/2/2017

Apple Valley Unified Teachers' Association (AVUTA) - Contract Agreement

Step	Class I B.A.			Class II B.A. + 30			Class III B.A. + 45			Class IV B.A. + 70 / M.A. + 15			Step
	Annual	Monthly	Daily	Annual	Monthly	Daily	Annual	Monthly	Daily	Annual	Monthly	Daily	
1	47,281.00	3,940.08	256.96	48,492.00	4,041.00	263.54	49,800.00	4,150.00	270.65	51,834.00	4,319.50	281.71	1
2	48,492.00	4,041.00	263.54	49,800.00	4,150.00	270.65	51,834.00	4,319.50	281.71	53,958.00	4,496.50	293.25	2
3	49,800.00	4,150.00	270.65	51,834.00	4,319.50	281.71	53,958.00	4,496.50	293.25	56,176.00	4,681.33	305.30	3
4	51,834.00	4,319.50	281.71	53,958.00	4,496.50	293.25	56,176.00	4,681.33	305.30	58,490.00	4,874.17	317.88	4
5	53,958.00	4,496.50	293.25	56,176.00	4,681.33	305.30	58,490.00	4,874.17	317.88	60,913.00	5,076.08	331.05	5
6				58,490.00	4,874.17	317.88	60,913.00	5,076.08	331.05	63,436.00	5,286.33	344.76	6
7				60,913.00	5,076.08	331.05	63,436.00	5,286.33	344.76	66,075.00	5,506.25	359.10	7
8				63,436.00	5,286.33	344.76	66,075.00	5,506.25	359.10	68,827.00	5,735.58	374.06	8
9				66,075.00	5,506.25	359.10	68,827.00	5,735.58	374.06	71,708.00	5,975.67	389.72	9
10				68,827.00	5,735.58	374.06	71,708.00	5,975.67	389.72	74,709.00	6,225.75	406.03	10
11				71,708.00	5,975.67	389.72	74,709.00	6,225.75	406.03	77,849.00	6,487.42	423.09	11
12							77,849.00	6,487.42	423.09	81,122.00	6,760.17	440.88	12
13							81,122.00	6,760.17	440.88	84,543.00	7,045.25	459.47	13
14							81,122.00	6,760.17	440.88	88,116.00	7,343.00	478.89	14
15							81,122.00	6,760.17	440.88	88,116.00	7,343.00	478.89	15
16							81,122.00	6,760.17	440.88	89,983.00	7,498.58	489.04	16
17							81,122.00	6,760.17	440.88	89,983.00	7,498.58	489.04	17
18							81,122.00	6,760.17	440.88	91,847.00	7,653.92	499.17	18
19							81,122.00	6,760.17	440.88	91,847.00	7,653.92	499.17	19
20							84,543.00	7,045.25	459.47	96,278.00	8,023.17	523.25	20
21										96,278.00	8,023.17	523.25	21
22										100,000.00	8,333.33	543.48	22
23										100,000.00	8,333.33	543.48	23
24										100,000.00	8,333.33	543.48	24
25										100,000.00	8,333.33	543.48	25
26										100,000.00	8,333.33	543.48	26
27										100,000.00	8,333.33	543.48	27
28										100,000.00	8,333.33	543.48	28
29										100,000.00	8,333.33	543.48	29
30										103,000.00	8,583.33	559.78	30
35										106,090.00	8,840.83	576.58	35

\*\$12,000 District contribution to employee H&W benefit plan - not included on schedule  
 \*\*\$15,860 District contribution to employee H&W benefit plan (eff. 07/01/2017) - not included on schedule

Appendix "B-1a"

APPENDIX "B-1a"

**Apple Valley Unified School District  
 Certificated Salary Schedule  
 July 1, 2017 3.0% Increase - Bd. Approved 5/4/2017**

Step	Class I B.A.			Class II B.A. + 30			Class III B.A. + 45			Class IV B.A. + 70 / M.A. + 15			Step
	Annual	Monthly	Daily	Annual	Monthly	Daily	Annual	Monthly	Daily	Annual	Monthly	Daily	
1	48,699.00	4,058.25	264.67	49,947.00	4,162.25	271.45	51,294.00	4,274.50	278.77	53,389.00	4,449.08	290.16	1
2	49,947.00	4,162.25	271.45	51,294.00	4,274.50	278.77	53,389.00	4,449.08	290.16	55,577.00	4,631.42	302.05	2
3	51,294.00	4,274.50	278.77	53,389.00	4,449.08	290.16	55,577.00	4,631.42	302.05	57,861.00	4,821.75	314.46	3
4	53,389.00	4,449.08	290.16	55,577.00	4,631.42	302.05	57,861.00	4,821.75	314.46	60,245.00	5,020.42	327.42	4
5	55,577.00	4,631.42	302.05	57,861.00	4,821.75	314.46	60,245.00	5,020.42	327.42	62,740.00	5,228.33	340.98	5
6				60,245.00	5,020.42	327.42	62,740.00	5,228.33	340.98	65,339.00	5,444.92	355.10	6
7				62,740.00	5,228.33	340.98	65,339.00	5,444.92	355.10	68,057.00	5,671.42	369.88	7
8				65,339.00	5,444.92	355.10	68,057.00	5,671.42	369.88	70,892.00	5,907.67	385.28	8
9				68,057.00	5,671.42	369.88	70,892.00	5,907.67	385.28	73,859.00	6,154.92	401.41	9
10				70,892.00	5,907.67	385.28	73,859.00	6,154.92	401.41	76,950.00	6,412.50	418.21	10
11				73,859.00	6,154.92	401.41	76,950.00	6,412.50	418.21	80,184.00	6,682.00	435.78	11
12							80,184.00	6,682.00	435.78	83,556.00	6,963.00	454.11	12
13							83,556.00	6,963.00	454.11	87,079.00	7,256.58	473.26	13
14							83,556.00	6,963.00	454.11	90,759.00	7,563.25	493.26	14
15							83,556.00	6,963.00	454.11	90,759.00	7,563.25	493.26	15
16							83,556.00	6,963.00	454.11	92,682.00	7,723.50	503.71	16
17							83,556.00	6,963.00	454.11	92,682.00	7,723.50	503.71	17
18							83,556.00	6,963.00	454.11	94,602.00	7,883.50	514.14	18
19							83,556.00	6,963.00	454.11	94,602.00	7,883.50	514.14	19
20							87,079.00	7,256.58	473.26	99,166.00	8,263.83	538.95	20
21										99,166.00	8,263.83	538.95	21
22										103,000.00	8,583.33	559.78	22
23										103,000.00	8,583.33	559.78	23
24										103,000.00	8,583.33	559.78	24
25										103,000.00	8,583.33	559.78	25
26										103,000.00	8,583.33	559.78	26
27										103,000.00	8,583.33	559.78	27
28										103,000.00	8,583.33	559.78	28
29										103,000.00	8,583.33	559.78	29
30										106,090.00	8,840.83	576.58	30
35										109,273.00	9,106.08	593.88	35

\*\$15,860 District contribution to employee H&W benefit plan- not included on schedule

Apple Valley Unified Teachers' Association (AVUTA) - Contract Agreement

Appendix "B-1b"

APPENDIX "B-1b"

## APPLE VALLEY UNIFIED SCHOOL DISTRICT

### Certificated Supplemental Salary Schedules Effective July 1, 2016 - Bd. Approved 3/2/2017

#### Chart #1 Preschool Teacher Salary Schedule

Step	Annual	Monthly	Daily	Step
1	41,853	\$3,487.75	\$227.46	1
2	43,284	\$3,607.00	\$235.24	2
3	44,715	\$3,726.25	\$243.02	3
4	46,147	\$3,845.58	\$250.80	4
5	47,578	\$3,964.83	\$258.58	5

#### Chart #2 Preschool Associate Teacher Salary Schedule

Step	Annual	Monthly	Daily	Step
1	\$27,220	\$2,268.33	\$147.93	1
2	\$28,480	\$2,373.33	\$154.78	2
3	\$29,743	\$2,478.58	\$161.65	3
4	\$31,008	\$2,584.00	\$168.52	4
5	\$32,273	\$2,689.42	\$175.40	5

#### Chart #3 - Class I D Designated Subjects (Without B.A./B.S. Degree)

Step	Annual	Monthly	Daily	Step
1	\$47,281	\$3,940.08	\$256.96	1
2	\$48,492	\$4,041.00	\$263.54	2
3	\$49,800	\$4,150.00	\$270.65	3
4	\$51,834	\$4,319.50	\$281.71	4
5	\$53,958	\$4,496.50	\$293.25	5

\*1.066% Added Effective 07/01/16

\*\$12,000 District contribution to employee H&W benefit plan - not included on schedule

\*\*\$15,860 District contribution to employee H&W benefit plan (eff. 07/01/2017)-not included on schedule

## APPLE VALLEY UNIFIED SCHOOL DISTRICT

### Certificated Supplemental Salary Schedules Effective July 1, 2017 - 3.0 % Increase- Bd. Approved - 5/4/2017

#### Chart #1 Preschool Teacher Salary Schedule

Step	Annual	Monthly	Daily	Step
1	\$43,109	\$3,592.42	\$234.29	1
2	\$44,583	\$3,715.25	\$242.30	2
3	\$46,056	\$3,838.00	\$250.30	3
4	\$47,531	\$3,960.92	\$258.32	4
5	\$49,005	\$4,083.75	\$266.33	5

#### Chart #2 Preschool Associate Teacher Salary Schedule

Step	Annual	Monthly	Daily	Step
1	\$28,037	\$2,336.42	\$152.38	1
2	\$29,334	\$2,444.50	\$159.42	2
3	\$30,635	\$2,552.92	\$166.49	3
4	\$31,938	\$2,661.50	\$173.58	4
5	\$33,241	\$2,770.08	\$180.66	5

#### Chart #3 - Class I D Designated Subjects (Without B.A./B.S. Degree)

Step	Annual	Monthly	Daily	Step
1	\$48,699	\$4,058.25	\$264.67	1
2	\$49,947	\$4,162.25	\$271.45	2
3	\$51,294	\$4,274.50	\$278.77	3
4	\$53,389	\$4,449.08	\$290.16	4
5	\$55,577	\$4,631.42	\$302.05	5

\*\$15,860 District contribution to employee H&W benefit plan-not included on schedule

# *Apple Valley Unified School District*

## Pre-Observation Data Sheet

Teacher: \_\_\_\_\_ Date/Time of Observation: \_\_\_\_\_

***Please complete the following information and return to the evaluator at least one day before the scheduled date of the observation.***

1. Which subject area and grade level standard will you address in this lesson?
2. What single objective is your focus?
3. How do you know the students are ready for this lesson? (Task analysis) Is this an introduction, continuation, or review lesson of the standard?
4. What instructional strategies will you use to teach the objective?
5. How will you know if the objective was learned by all students?
6. Please state any additional information of which the evaluator needs to be aware? (Unusual behavior, grouping strategies, students leaving class during the period.)

## Apple Valley Unified School District Certificated Observation Form – Page 1

Name \_\_\_\_\_ Site \_\_\_\_\_ Date \_\_\_\_\_

Assignment \_\_\_\_\_ Temporary ( ) Probationary ( ) Permanent ( )

Content/Curriculum Standard(s) Covered \_\_\_\_\_

Evaluator \_\_\_\_\_

### Comments from the observation

To be completed by the evaluator during or after the observation

	Appropriate and Effective	Yes	No
<b>1. Objective (CSTP 1 &amp; 4)*</b>	Appropriate and Effective	Yes	No
<b>2. Learning Environment (CSTP 2)*</b>	Appropriate and Effective	Yes	No
<b>3. Instructional Strategies (including modifications for student needs - CSTP 1)*</b>	Appropriate and Effective	Yes	No
<b>4. Student Activities (CSTP 3 &amp; 4)*</b>	Appropriate and Effective	Yes	No
<b>5. Assessment of Learning (CSTP 5)*</b>	Appropriate and Effective	Yes	No
<b>6. Developing as a Professional Educator</b>	Appropriate and Effective	Yes	No

\*While this feature is addressed primarily in the referenced *Standard*, other elements for the CSTPs may apply.

**Standard #5 and #6 may also be addressed by utilizing parent letters, ILP's, report cards, and progress reports.**

**Apple Valley Unified School District  
Certificated Observation Form – Page 2**

Narrative:

Any noted deficiencies require an attached "Improvement Plan." The "Improvement Plan" shall indicate the specific improvement(s) [pursuant to contract Article 12 – Evaluation, Section D - Remediation Phase] needed, specific instructions for improvement, available resources, strategies, a timeline and tentative date(s) for future observation/reports(s).

Date of Observation \_\_\_\_\_ Date(s) of Review Conference \_\_\_\_\_

\_\_\_\_\_  
Evaluator's Signature Title

Employee Comments:

\_\_\_\_\_  
Employee's Signature \* Date

*\*Signature confirms an opportunity to review, but does not indicate concurrence with the evaluator's statements.*



**Apple Valley Unified School District  
Certificated Improvement Plan**

(Note: Must be listed by specific *Standards* needing improvement)

**My signature indicates this Improvement Plan has been reviewed with me. This Improvement Plan will be attached to my Certificated Observation Form [pursuant to contract Article 12 – Evaluation, Section D-1 - Remediation (enumerate a-f)].**

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Teacher's Signature**

\_\_\_\_\_  
**Date**

## Apple Valley Unified School District Evaluation Form

Name \_\_\_\_\_ Site \_\_\_\_\_ Date \_\_\_\_\_

Assignment \_\_\_\_\_ Temporary ( ) Probationary ( ) Permanent ( )

**Instructions:** Indicate one of the following ratings for each element: Meets or Exceeds Standard (S), Needs Improvement (N), or Unsatisfactory (U). Ratings of (N) or (U) must be accompanied by specific suggestions for improvement. Comments are encouraged for ratings of (S). Indicate an overall rating for each standard.

<b>Standard 1: Engaging and Supporting All Students in Learning</b> <i>Standard Rating:</i> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			Comments on Elements/Standard
	S	N	U	
<b>ELEMENTS</b>				
The teacher:				
1.1 connects students' prior knowledge, life experience, interests with learning goals.				
1.2 uses a variety of instructional strategies and resources to respond to students' diverse needs.				
1.3 facilitates learning experiences that promote autonomy, interaction, and choice.				
1.4 engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.				
1.5 promotes self-directed, reflective learning for all students.				

<b>Standard 2: Creating and Maintaining Environment for Student Learning</b> <i>Standard Rating:</i> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			Comments on Elements/Standard
	S	N	U	
<b>ELEMENTS</b>				
The teacher:				
2.1 creates a physical environment that engages all students.				
2.2 establishes a climate that promotes fairness and respect.				
2.3 promotes social development and group responsibility.				
2.4 establishes and maintains standards for student behavior.				
2.5 plans and implements classroom procedures and routines that support learning.				
2.6 uses instructional time effectively.				

<b>Standard 3: Understanding and Organizing Subject Matter for Student Learning</b> <i>Standard Rating:</i> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			Comments on Elements/Standard
	S	N	U	
<b>ELEMENTS</b>				
The teacher:				
3.1 demonstrates knowledge of subject matter content and student development.				
3.2 organizes curriculum to support student understanding of subject matter.				
3.3 interrelates ideas and information within and across subject matter areas.				
3.4 develops student understanding through instructional strategies that are appropriate to subject matter.				
3.5 uses materials, resources, and technologies to make subject matter accessible to students.				

<b>Standard 4: Planning Instruction and Designing Learning Experiences for All Students</b> <i>Standard Rating:</i> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			<b>Comments on Elements/Standard</b>
<b>ELEMENTS</b>	<b>S</b>	<b>N</b>	<b>U</b>	
The teacher: 4.1 draws on and values students' backgrounds, interests, and developmental learning needs.				
4.2 establishes and articulates goals for student learning.				
4.3 develops and sequences instructional activities and materials for student learning.				
4.4 designs short-term and long-term plans to foster student learning.				
4.5 modifies instructional plans to adjust for student needs.				

<b>Standard 5: Assessing Student Learning</b> <i>Standard Rating:</i> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			<b>Comments on Elements/Standard</b>
<b>ELEMENTS</b>	<b>S</b>	<b>N</b>	<b>U</b>	
The teacher: 5.1 establishes and communicates learning goals for all students.				
5.2 collects and uses multiple sources of information to assess student learning.				
5.3 involves and guides all students in assessing their learning.				
5.4 uses the results of assessments to guide instruction.				
5.5 communicates with students, families, and other audiences about student progress.				
5.6 students demonstrate progress towards the attainment of grade-level academic standards as evidenced by multiple measures.				

<b>Standard 6: Developing as a Professional Educator</b> <b>Standard Rating:</b> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			Comments on Elements/Standard
	S	N	U	
<b>ELEMENTS</b>				
The teacher:				
6.1 reflects on teaching practices and plans professional development.				
6.2 establishes professional goals and pursues opportunities to grow professionally.				
6.3 works with community to improve professional practice.				
6.4 works with families to improve professional practice.				
6.5 works with colleagues to improve professional practice.				

6.6 complies with established rules, regulations, policies, and laws.	(Circle)    Unsatisfactory / Satisfactory
6.7 balances professional responsibilities and maintains motivation.	Comments Only:

Per Standard	Standard Determined to be:
Two (2) elements marked below "Satisfactory"	"Needs to Improve"
Three (3) elements marked below "Satisfactory"	"Unsatisfactory"

Overall Evaluation	Evaluation Determined to be:
Two (2) "Unsatisfactory" Standards	"Unsatisfactory"
Three (3) "Needs to Improve" Standards	"Unsatisfactory"
Two (2) "Needs to Improve" Standards in two (2) Consecutive Years	Referral to Peer Assistance and Review (PAR) as mandatory participant.

- Teacher receiving (S's) in all Elements of every Standard will receive an Overall Rating of Satisfactory.
- A Rating of (U) on any one Standard on the Final Evaluation constitutes an Overall Rating of Needs Improvement.

### **OVERALL RATING**

- MEETS OR EXCEEDS                       UNSATISFACTORY  
 NEEDS IMPROVEMENT                       PAR Participation Mandated

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

*Signature indicates the employee has seen and discussed the evaluation report, but doesn't necessarily indicate complete agreement with all factors of evaluation.*

## Apple Valley Unified School District Evaluation Form – Preschool Teachers

Name \_\_\_\_\_ Site \_\_\_\_\_ Date \_\_\_\_\_

Assignment \_\_\_\_\_ Temporary ( ) Probationary ( ) Permanent ( )

**Instructions:** Indicate one of the following ratings for each element: Meets or Exceeds Standard (S), Needs Improvement (N), or Unsatisfactory (U). Ratings of (N) or (U) must be accompanied by specific suggestions for improvement. Comments are encouraged for ratings of (S). Indicate an overall rating for each standard.

<b>Standard 1: Engaging and Supporting All Students in Learning</b> <i>Standard Rating:</i> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			Comments on Elements/Standard
	S	N	U	
<b>ELEMENTS</b>				
The teacher:				
1.1 connects students' prior knowledge, life experience, interests with learning goals.				
1.2 uses a variety of instructional strategies and resources to respond to students' diverse needs.				
1.3 facilitates learning experiences that promote autonomy, interaction, and choice.				
1.4 engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.				
1.5 promotes self-directed, reflective learning for all students.				

<b>Standard 2: Creating and Maintaining Environment for Student Learning</b> <i>Standard Rating:</i> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			Comments on Elements/Standard
	S	N	U	
<b>ELEMENTS</b>				
The teacher:				
2.1 creates a physical environment that engages all students.				
2.2 establishes a climate that promotes fairness and respect.				
2.3 promotes social development and group responsibility.				
2.4 establishes and maintains standards for student behavior.				
2.5 plans and implements classroom procedures and routines that support learning.				
2.6 uses instructional time effectively.				

<b>Standard 3: Understanding and Organizing Subject Matter for Student Learning</b> <i>Standard Rating:</i> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			Comments on Elements/Standard
	S	N	U	
<b>ELEMENTS</b>				
The teacher:				
3.1 demonstrates knowledge of subject matter content and student development.				
3.2 organizes curriculum to support student understanding of subject matter.				
3.3 interrelates ideas and information within and across subject matter areas.				
3.4 develops student understanding through instructional strategies that are appropriate to subject matter.				
3.5 uses materials, resources, and technologies to make subject matter accessible to students.				

<b>Standard 4: Planning Instruction and Designing Learning Experiences for All Students</b> <i>Standard Rating:</i> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			Comments on Elements/Standard
	S	N	U	
<b>ELEMENTS</b>				
The teacher:				
4.1 draws on and values students' backgrounds, interests, and developmental learning needs.				
4.2 establishes and articulates goals for student learning.				
4.3 develops and sequences instructional activities and materials for student learning.				
4.4 designs short-term and long-term plans to foster student learning.				
4.5 modifies instructional plans to adjust for student needs.				

<b>Standard 5: Assessing Student Learning</b> <i>Standard Rating:</i> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			Comments on Elements/Standard
	S	N	U	
<b>ELEMENTS</b>				
The teacher:				
5.1 establishes and communicates learning goals for all students.				
5.2 collects and uses multiple sources of information to assess student learning.				
5.3 involves and guides all students in assessing their learning.				
5.4 uses the results of assessments to guide instruction.				
5.5 communicates with students, families, and other audiences about student progress.				
5.6 students demonstrate progress towards the attainment of grade-level academic standards as evidenced by multiple measures.				



<b>Standard 6: Developing as a Professional Educator</b> <b>Standard Rating:</b> <input type="checkbox"/> S <input type="checkbox"/> N <input type="checkbox"/> U	<i>Element Rating</i>			<b>Comments on Elements/Standard</b>
	S	N	U	
<b>ELEMENTS</b>				
The teacher:				
6.1 reflects on teaching practices and plans professional development.				
6.2 establishes professional goals and pursues opportunities to grow professionally.				
6.3 works with community to improve professional practice.				
6.4 works with families to improve professional practice.				
6.5 works with colleagues to improve professional practice.				

6.6 complies with established rules, regulations, policies, and laws.	(Circle)    Unsatisfactory / Satisfactory
6.7 balances professional responsibilities and maintains motivation.	Comments Only:

Per Standard	Standard Determined to be:
Two (2) elements marked below "Satisfactory"	"Needs to Improve"
Three (3) elements marked below "Satisfactory"	"Unsatisfactory"

Overall Evaluation	Evaluation Determined to be:
Two (2) "Unsatisfactory" Standards	"Unsatisfactory"
Three (3) "Needs to Improve" Standards	"Unsatisfactory"
Two (2) "Needs to Improve" Standards in two (2) Consecutive Years	Referral to Peer Assistance and Review (PAR) as mandatory participant.

- Teacher receiving (S's) in all Elements of every Standard will receive an Overall Rating of Satisfactory.
- A Rating of (U) on any one Standard on the Final Evaluation constitutes an Overall Rating of Needs Improvement.

### **OVERALL RATING**

- MEETS OR EXCEEDS                       UNSATISFACTORY  
 NEEDS IMPROVEMENT                       PAR Participation Mandated

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

*Signature indicates the employee has seen and discussed the evaluation report, but doesn't necessarily indicate complete agreement with all factors of evaluation.*