

Long Valley Teacher's Association 2020-2023 Contract

Laytonville Unified School District



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ARTICLE 1

AGREEMENT

1.1. The articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) between the Governing Board of the Laytonville Unified School District (Board) and the Long Valley Teachers' Association/California Teachers' Association/National Education Association (Association), an employee organization, which is the certificated employees' (preschool through twelfth grade) exclusive representative.

1.2. This agreement shall remain in full force and effect from date of ratification until June 30, 2023

1.3. The Laytonville Unified School District will provide all new Unit Members a copy of the Agreement and a membership form to execute the Organizational Security Section within ten (10) days of a new employee's signing of the Agreement, or, in the case of current employees, within thirty (30) days of ratification of the Agreement.

ARTICLE 2

RECOGNITION

2.1 The Board recognizes the Long Valley Teachers' Association as the exclusive representative of all certificated teachers and counselors for the purpose of meeting and negotiating.

2.2 The parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described above shall be performed only by Unit Members and shall not be subcontracted or otherwise transferred out of the bargaining unit. Any exceptions must be negotiated on a case by case basis.

ARTICLE 3

DEFINITIONS

3.1 “Unit Member” refers to any certificated employee, holding a valid California teaching credential, who is a member of the Long Valley Teachers’ Association and therefore covered by the terms and provisions of this Agreement.

3.1.1 “Full-time employee” is defined as working a 1.0 FTE (185 days), or six sixths, of a work day. (Reference Article 8.)

3.1.2 For example, a “part-time employee” is a percent of the 7 hours (K-6) or for purposes of secondary assignment is a divisor of six.

3.2. “District” refers to the Laytonville Unified School District, its Board of Education, Administration, and other designated representatives.

3.3. “Association” means the Long Valley Teachers’ Association, CTA/NEA, its Officers, and its representatives.

3.4. The length of a “Work Day” is seven hours, excluding a 30 minute duty free lunch period.

3.5. “Immediate family” means any relative of the Unit Member or the family of the employee’s spouse or domestic partner, as defined by Staywell, herein included: mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, uncle, niece, or nephew of the employee or any person considered to be part of the immediate household of the employee.

3.5.1. A “Domestic Partner,” as defined by Staywell, is ‘an individual who is personally related to the Subscriber’ (herein described as “Unit Member”) ‘by a domestic partnership that meets the following requirements:

1. Both partners are (a) at least eighteen years of age, (b) of the same or different sex, and (c) each other’s sole domestic partner.
2. The partners share (a) a close personal relationship and are responsible for each other’s common welfare, and (b) the same regular and permanent residence, with the current intent to continue doing so indefinitely;
3. The partners are (a) not married to anyone nor have had another domestic partner within the last six (6) months, and (b) not related by blood closer than would bar marriage in the state of California;
4. Both partners are jointly responsible for “basic living expenses” defined as the cost of basic food, shelter and any other expenses resulting from the domestic partnership. The partners need not contribute equally or jointly to the cost of such living expenses as long as they agree that both are financially responsible for the cost; and
5. Both partners were mentally competent to consent to a contract when their domestic partnership began.

3.6. “Dependent” as stated in the Staywell Committee Bylaws means:

1. A dependent is anyone
 - a. Legally married to the Participant
 - b. The Participant’s domestic partner
 - c. A child, under the age of 26 who is the biological child of, adopted by, or in legal non temporary guardianship of the Participant, spouse of domestic partner.
2. The dependent child of a retiree who is Medicare eligible shall be eligible to continue with Staywell consistent with the benefits required under COBRA (up to 36 months at COBRA rate).

3.7. “Daily Rate of Pay” means the Unit Member’s annual scheduled salary divided by the number of duty days he/she is required by this Agreement to be present at school.

3.8. “Hourly Rate of Pay” means the Daily Rate of Pay divided by 7 daily duty hours.

3.9. “Site” means a building or location where Unit Members work.

3.10. “Immediate Supervisor” means the Unit Member’s administrator or supervisor employed by the District who has direct responsibility for supervising the Unit Member.

3.11. “Stay Well Joint Powers Authority, Mendocino County Stay Well Health Program”, is the consortium which provides the District’s health benefits. District provided benefits are based on the consortium’s agreement with a health care provider.

ARTICLE 4

MAINTENANCE OF STANDARDS

4.1. The Board shall not reduce or eliminate any benefits or professional advantages which were enjoyed by Unit Members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

4.2. It is the intent of the parties that the provisions of this Agreement will supersede all prior Agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration hereunder or otherwise.

4.3. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE 5

NONDISCRIMINATION

5.1. The District shall comply with Titles IV and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, The Age Discrimination in Employment Act of 1967, The California Fair Employment and Housing Act, the Education Code sections 44100, 44105, and 44830, Public Law No. 101-336, Education Code sections 212.5 and 212.6, Government Code 3543.5 and shall prohibit discrimination because of race, color, national origin, religion, sex, sexual preference, age, handicap, disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement.

5.2. Sexual harassment is as defined in the Education Code and applicable nondiscrimination law. Education Code 212.5 defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the work or educational setting.

5.2.1. Sexual harassment can be verbal (such as comments about a person's clothing or sex life, sexual jokes and innuendoes, repeated requests for dates, suggestive comments or sounds, or sexual propositions), physical (such as hugging, touching, impeding movement, rubbing up against someone or suggestive gestures), or visual (such as pictures, cartoons, graffiti, or sexually suggestive objects).

5.3. Employees are prohibited from engaging in sexual harassment. This prohibition applies to all employees, including supervisory and management personnel. The District shall prohibit sexual harassment of Unit Members. The timelines for the regular grievance procedure are in effect if a Unit Member chooses to pursue a complaint through the sexual harassment and complaint procedure established by the District under Education Code sections 212.5 and 212.6. All sexual harassment investigations and all discipline imposed pursuant to the District's sexual harassment policy shall be subject to the relevant provisions of this Agreement.

5.4. The complaint procedure shall follow the Grievance Procedure as described in this Agreement.

5.5. This provision shall not be construed to limit any other Unit Member rights contained in this Agreement.

ARTICLE 6

GRIEVANCE PROCEDURE RELATING ONLY TO CONTRACT DISPUTE

6.1. Definitions

Grievance

A “grievance” is an allegation by one or more Unit Members that there has been a violation, misinterpretation or misapplication of a provision of this Contract, a violation of the right to fair treatment, or a violation, misapplication or misinterpretation of any law, board policy, practice or regulation.

Grievant

The “grievant” is the Unit Member(s) or the Association.

Party in interest

A “party in interest” is any Unit Member(s) or Association who might be required to take action or against whom action might be taken in order to resolve the claim.

Day

A “day” is any day in which a Unit Member is required to render service to the District and in which the District office is open.

Time Limits

Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision. The time limits may be adjusted by mutual Contract.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in harm to a grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

6.2. General Provisions

6.2.1. Right to Representation

A Unit Member alleging a grievance has the right to be represented at all stages of the grievance procedure by an Association designated representative.

6.2.2. Grievance with District Level Administrators

If a grievance arises with a District level administrator, the grievant shall follow procedures outlined in this Section.

6.2.3. Release Time

When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, representative will, upon notice to the principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation

in the foregoing activities. Any Unit Member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

6.2.4. Right to Grieve Without Association Involvement

A Unit Member may, at any time, present grievances to the employer and have such grievances adjudicated, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written Contract. If a Unit Member presents a grievance on Unit Member's own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

6.2.5. Separate Grievance Files

All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

6.2.6. Grievance Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, shall be prepared and distributed by the District to all sites.

6.2.7. Directly to Arbitration

Upon mutual consent of the Association and the Superintendent, a grievance may be taken directly to arbitration.

6.3. Procedure - Informal

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of Unit Members. Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor, within thirty (30) days after the recognition of the act or omission giving rise to the grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.4. Procedure - Formal

Level 1 - Immediate Supervisor

A grievance shall be presented, in writing, within ten (10) days of the informal hearing (of the recognition of the act or omission which forms the basis of the grievance) to the immediate supervisor using the grievance form. The immediate supervisor shall meet with the grievant and a designated Association representative, if desired by the Unit Member, within three (3) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within two (2) days of such meeting.

If the grievant is not satisfied with the disposition of the grievance, following the response of the immediate supervisor, the grievance may be appealed to Level 2, within five (5) days of the response, with a copy simultaneously provided to the Association President.

Level 2 - District Superintendent or Designee

The Superintendent or designee shall meet with the grievant, within five (5) days of receipt of the grievance appeal, and shall provide a written disposition of the grievance, including the reasons, to all parties of interest within two (2) days of such meeting.

If the grievant is not satisfied with the disposition of the grievance following the response of the Superintendent or designee, the grievance may be appealed to Level 3 (Arbitration) within five (5) days of the response by the Superintendent or designee.

Level 3 - Arbitration

If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the California Conciliation Service. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The decision of the arbitrator will be submitted to the grievant, the Association, and the Superintendent. All decisions by arbitrators under this article are advisory. The Board shall make the final decision in all grievances. Decisions by the arbitrator or the Board shall not abrogate the right of the grievant to further legal action.

The arbitrator shall have no power to change any practice, policy, or rule of the public school employer.

All costs for the services of the arbitrator, including, but not limited to per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

ARTICLE 7 ORGANIZATIONAL SECURITY

7.1. Professional Dues and Payroll Deductions

7.1.1. The Association shall notify the District of Any Unit Member who has applied for membership in the Association, ~~may sign~~ and the Association shall deliver to the District ~~Board~~ an assignment authorizing deduction of unified membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the Association Unit member requests to cancel or change authorizations for dues deduction shall be directed to the Association. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check to the Unit Member each month for ten months or as allowed by the County Office of Education. Deductions for such Unit Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete required dues payments by the end of the school year. The payroll deduction authorization and Association Information Sheet will be given to each new Unit Member upon employment.

7.1.3 NEW MEMBERS:

7.1.3.1 The following new bargaining unit member information shall be delivered to the Association president in digital Excel format, or in any other mutually-agreed upon digital format, and hard copy, no later than fifteen (15) days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)

7.1.3.2 New Bargaining Unit Member Orientation

7.1.3.2.1 Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days

prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire. New bargaining unit members shall be paid their hourly per-diem rate, based on their annual salary, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.

7.1.3.2.2 The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) calendar days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

7.1.3.2.3 The Association shall be provided no less than thirty (30) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration shall not be present during Association time, unless the Association requests specific administrators remain present.

7.1.3.2.3.1 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

7.1.3.2.3.2 The Association shall have District-paid release time to attend and participate in new bargaining unit member orientations/onboarding meetings for up to three (3) bargaining unit members, selected by the Association, if an orientation/onboarding meeting is held during contractual work hours.

7.1.5. The names of terminated or newly employed personnel who are members of the bargaining unit will be furnished to the Association by the Board within fifteen (15) days of ratification by the Board of employment or termination.

7.1.6. The Association and the District agrees promptly to furnish any information needed ~~by the Board~~ to fulfill the provisions of this article.

7.1.7. Upon appropriate written authorization from the Unit Member, the ~~Board~~ District shall deduct from the salary of any Unit Member and make appropriate remittance for annuities, credit union, savings bonds or any other plans or programs jointly approved by the Association and the Board.

7.2.4. Enforcement of Sections of 7.1.2 and 7.1.3 of Article 7 is the responsibility of the Association, and are not grievable.

7.4. Negotiation Procedures

7.4.1. No later than March 15th of the calendar year in which this Agreement expires, the Board shall meet and negotiate in good faith with the Association on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.

7.4.2. Either party may utilize the services of outside consultants to assist in the negotiations.

7.4.3. The Board and Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.

7.4.4. Negotiations shall take place at mutually agreeable times and places, provided that meetings shall normally be held within ten (10) days from receipt of request.

7.5. Association Rights

7.5.1. The Association and its members shall have the right to make use of school equipment, buildings and facilities at all reasonable hours for Association business. The District will provide all materials needed at cost.

7.5.2. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which will be provided in each school building in areas frequented by Unit Members. The Association may use Unit Member mailboxes for communication to Unit Members.

7.5.3. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times.

7.5.4. The Board shall place on the agenda of each regular Board meeting an item entitled Association President's Reports and Requests.

7.5.5. Names, addresses, and telephone numbers of all District Unit Members shall be provided to the Association President no later than September 15th of each school year. If hired within the school year, the District will notify the Association President within ten (10) days of Board approval.

ARTICLE 8

CONDITIONS OF EMPLOYMENT

8.1. Unit Member Orientation

8.1.1. Unit Members who have not previously been employed in the District (new Unit Member) shall be invited by the administration to a one-day orientation workshop before the first inservice day or required certificated attendance day. (Remuneration as determined by Section 8.2.7)

8.1.2. New Unit Members shall not be required to perform services for the District for more than one (1) day before returning. Unit Members are required to perform services. The Association and the site administration will determine the best use of this time.

8.1.3. Unit Members who have been previously employed in the District (returning Unit Members) shall not be required to perform services until three (3) days before the first day of student attendance.

8.2. Hours of Service

8.2.1. All fulltime Unit Members shall work on campus, as mutually agreed upon, with their immediate supervisor, for seven (7) hours excluding a minimum thirty (30) minute, duty-free lunch period. The lunch period shall be not less than thirty (30) consecutive minutes, exclusive of passing periods. On workdays of non-student attendance, the reporting time may be modified by the District, with the approval of the school staff. If a Snow Day requires a late start, the dismissal time will be adjusted accordingly.

8.2.1.1 One full time equivalent (FTE) shall mean a unit member who works 185 days, 7 hours per day. For secondary level (grades 9- 12) Unit Member's salary calculation, 6/6 shall be used to denote 100% employment. Unit Members will also serve one onsite prep period, or fraction thereof, if the Unit Member is part time.

8.2.2. The Administration understands the fact that many hours beyond the Agreement are put in by a professional teacher. In recognition of this fact, the Administration intends to be flexible in the interpretation of Agreement hours.

8.2.3. All Unit Members must remain on campus during school hours (exclusive of the duty-free lunch period) unless prior approval is given by the site or District administration. If, in emergency circumstances the site Administrator is not present then notification to the site ~~secretary~~ Administrative Assistant will suffice.

8.2.4. All Unit Members shall have five unassigned periods per week set aside exclusively for preparation and planning. Currently, the time from student dismissal until the end of the work day represents the elementary school prep time. Unit Members who perform duties in preschool through twelfth grade will have common planning time for the coordination of school wide programs one afternoon per week. The District will provide one minimum day per week to support these efforts.

8.2.4.1 Part-time employees at the secondary level 9-12 will be given pro-rata prep time based on the number of assigned teaching periods. For example, a Unit Member assigned to 3 teaching periods will be considered a three-sixths FTE. (Refer to Article 3.1.1 and 3.1.2.)

8.2.5. Unit Members who perform substitute duties during regular preparation periods will be remunerated at a rate of \$30.00 per period. The District will make a reasonable attempt to find a volunteer, but retains the right to involuntarily assign personnel as needed up to six (6) times per year.

8.2.6. Meetings that relate to the academic success or behavior of a specific student, or group of students (e.g. Student Study Team, Individualized Education Plans, School Site Council, and District Advisory Committee) will be limited to four (4) hours per month. These four hours are in addition to the 1400 extra duty minutes and considered part of unit members' professional responsibility.

8.2.7. Members of teams who work beyond the regular school year or day will be remunerated at the rate of \$30.00 per hour. These hours require the prior approval of both the site administrator and the Superintendent.

8.3. Unit Member In-service

8.3.1. It is the intent of both parties to mutually design in-service opportunities that enhance the provision of services to the students of the District.

8.3.2. The District will provide the equivalent of one (1) full day at the beginning of the school year prior to student contact solely for classroom preparation time.

8.4. Supervisory Duties

8.4.1. As part of the LVTA members' professional duty to develop relationships with the local community, unit members shall be required to serve no more than 1400 minutes of supervisory duties outside of the contracted hours in one school year. Typical supervisory duties include such activities as athletic supervisory duty, dance supervision, open house, back to school night, math night, reading night, honor banquets, parent conferences(when beyond the contracted hours), and Spring Fling and the Homecoming Parade. Specific duties for each school site will be outlined by the site principal at the beginning of each school year.

8.5. Duty Schedule

8.5.1. Each site administrator will meet with certificated representatives from each site to suggest options for the duty schedule before the beginning of the school year.

8.6. School Calendar

8.6.1. The length of the school year shall not exceed 185 duty days.

8.7. Unit Member Resignation during the School Year

8.7.1. Certificated employees are obligated to fulfill the term of service provided on the District Certificated Employee Worksheet. The Certificated Employee Worksheet (Appendix G) is the valid Agreement of employment with the District. Failure to fulfill a valid Agreement of employment without good cause, or failure to obtain consent of the Superintendent or Board to leave the employment of the District, may result in a referral by the District to the Commission on Teacher Credentialing recommending a suspension of a teacher's credentials. The District reserves the right to accept resignations during the period of service to be performed within its discretion on a case-by-case basis.

8.8. Failure to Give Notice of Intent to Return to the District

8.8.1. Certificated employees must provide notice to the District by June 30th of their intent to return for service for the following school year in accordance with CA Ed. Code Section 44832 Failure to so provide notice by June 30th will be construed by the District as an intent of the employee not to return to service. Accordingly, the District will be entitled to rely upon that failure in taking subsequent action to terminate and replace that employee.

8.8.2. The District retains the legal discretion to determine whether the failure of a certificated employee to return such notice by June 30th may be construed as a declination of further employment by the District. Once action has been taken, in reliance upon that failure, to terminate a teacher and to locate a replacement, the District retains the discretion to interview the terminated employee as an applicant for his/her former position.

ARTICLE 9

SALARIES

- 9.1. The Salary classification requirements are set forth in Appendix A, attached.
- 9.2. The salary schedules for the 2020-2023 school years are set forth in Appendix B, attached.
- 9.3. Additional salaries for extra duties are set forth in Appendix C, attached.
- 9.4. Unit Members who serve one full semester shall receive not less than one-half the annual salary for their position.
- 9.5. The payroll period shall be defined as monthly, as designated by the Mendocino County Office of Education.
- 9.6. Unit Members who are required to use vehicles in the performance of their duties will first request a District vehicle. If none are available, mileage will be paid at the current maximum rate eligible for income tax deduction as announced by the IRS. Mileage statements shall be presented monthly to the business office not later than thirty (30) days following the incurring of trip expenses.
- 9.7. Unit Members will receive their pay in eleven (11) payments or as allowed by MCOE.
- 9.8. The salary schedule for summer school pay is set forth in Appendix B, attached.

ARTICLE 10

TEACHING AND SAFETY CONDITIONS OF EMPLOYMENT

10.1. Unit Member Safety

10.1.1. A Unit Member may suspend, for good cause, any pupil from his/her class for the day of suspension and the day following. The Unit Member shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. As soon as possible, the Unit Member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the Unit Member or the parent or guardian request. The pupil shall not return to the class from which he/she was suspended, during the period of suspension, without the concurrence of the teacher of the class and the principal.

10.1.2. "Good Cause" includes, but is not limited to, the offenses enumerated in CA Ed. Code Section 48900.

10.1.3. A written description of the rights and responsibilities of all administrators and Unit Members with respect to student discipline, and the rights of a suspended student, shall be presented to each Unit Member in writing on the first day of each school year.

10.1.4. Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety.

10.1.5. All Unit Members shall endeavor, in the course of performing the duties associated with his/her employment, to be alert to unsafe practices, equipment, or conditions, and report any such unsafe practices, equipment, or conditions to his/her supervisor.

ARTICLE 11

LEAVES

11.1. Benefits

11.1.1. The benefits provided teachers by the CA Ed. Code are incorporated into this Agreement except as supplemented in this Article.

11.2. Sick Leave for Unit Members

11.2.1. Full-time employees who are employed on a continuing basis, and whose salaries are established on regular schedules or by special Board action shall be entitled to ten (10) work days leave of absence for illness or injury with full pay . Unit Members employed less than full-time or less than a full school year shall be entitled to a proportionate amount of sick leave.

11.2.2. Sick leave accumulates at a rate of one day for each month of service. Unit Members teaching Summer School, classroom or ISOP, will be granted one (1) sick day, prorated, for each block of 120 hours of instruction or portion thereof (a maximum of 130 hours equals one sick day). A Unit Member may use a maximum of two (2) paid sick leave days while teaching Summer School.

11.2.3. Any unused portion of sick leave credit shall, at the end of the year, accumulate and be added to the employee's sick leave privileges for the ensuing year or years. The sick leave privilege shall not accrue to persons employed in positions of a short term nature or those who are paid on an hourly basis.

11.2.4. When employment is terminated, accumulated sick leave is canceled and no employee shall be paid for such accumulated sick leave. Credit for accumulated sick leave will be granted in accordance with state law for retirement benefits. After all earned sick leave is exhausted, the employee will be eligible for differential pay as provided by law (refer to Ed. Code 44978). The amount deducted from a Unit Member's salary shall be the amount actually paid to a substitute teacher employed to fill the position during the leave or if no substitute is employed, the amount which would have been paid to a substitute.

11.2.5. Extraordinary Differential Leave – In the event of chronic illness, compounded with other verifiable hardships, the Superintendent may grant differential pay to a unit member who has exhausted all other available leave. Unit member must submit a written request with documentation and explanation.

11.3. Maternity Leave

11.3.1. In case of proven expected maternity, a regular full-time female employee shall be granted five (5) days paid leave. Two additional sick leave days will be offered to women who have exhausted all available leave; this leave is non-cumulative and only available after a person has returned from maternity-related leave. The two additional days will be available only until the end of the school year. All other leave will follow the Family Medical Leave laws and regulations.

11.4. Childbirth Leave

11.4.1. A Unit Member may take two (2) days paid leave to attend or assist in the birth of his/her child. Any additional leave will follow the Family Medical Leave laws and regulations.

11.5. Maternity Disability Leave

11.5.1. Disabilities, illness, injury as certified by a physician caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom are, for job-related purposes, temporary disabilities and shall be treated as such under any disability or sick leave plan available in connection with employment in the school District. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician.

11.6. Industrial Accident or Illness Leaves

11.6.1. Allowable leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

11.6.2. Allowable leave shall not be accumulated from year to year.

11.6.3. Industrial accident or illness leave shall commence on the first day of absence.

11.6.4. When a person employed in a position requiring certification qualifications is absent from his/her duties on account of industrial accident, or illness, he/she shall be paid such portion of his/her salary due him/her for any month in which the absence occurs, as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

11.6.5. Industrial accident or illness leave shall be reduced by one day for each day of authorized leave regardless of a temporary indemnity award.

11.6.6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

11.6.7. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in CA Ed. Code Sections 44977, 44978, and 44983, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary

11.6.8. Any employee receiving benefits as a result of this section shall, during periods of injury or illness remain within the State of California unless the governing Board authorizes travel outside the state. (CA Ed. Code Section 44984)

11.7 Personal Necessity Leave

11.7.1. Unit Members may use up to seven (7) days per year of accumulated sick leave for personal necessity. Personal necessity leave, for other than death or illness of a member of the immediate family or accident involving his/her property or the person or property of a member of his/her immediate household, is leave granted because the Unit Member is required to do personal business that cannot be done at any other time except during the School Day. The Unit Member shall submit notification for personal necessity leave to the site principal three (3) days prior to the beginning date of the leave except in emergency circumstances which prevent notice. Four days of allowable unused personal necessity leave may be used by the Unit Member at his/her discretion with only the date of the leave requiring approval by the site administrator.

11.7.1.1 The Leave of Absence Request Form includes a Personal Necessity leave explanation section with a check-off box providing for:

- _____personal business that cannot be conducted at any other time except during the school day
- _____discretionary leave (at the unit member's discretion)

All provisions of the contract regarding leave remain in effect; abuse of leave provisions is subject to disciplinary action.

11.7.2. Prior notification shall not be required for leave taken for the following reasons:

11.7.2.1. Death or the serious illness of a member of the immediate family. Request granted under this section shall be in addition to those provided under Bereavement Leave.

11.7.2. 2. Accident involving the Unit Member or his/her property or the person or property of a member of his/her immediate household.

11.7.3. The Unit Member shall make reasonable effort to comply with District procedures designed to secure substitutes and shall notify his/her immediate supervisor of the expected duration of the leave.

11.7.4. Unused personal necessity leave shall not be accumulated from year to year. The number of personal necessity leave days shall not exceed the number of full days of unused sick leave to which the Unit Member is entitled.

11.7.5. Use of personal necessity leave for other than the reasons stated may be cause for disciplinary action.

11.8. Bereavement Leave

11.8.1. A Unit Member will be allowed a maximum of three (3) days leave of absence without the loss of salary or charge to the Unit Member's sick leave, for bereavement leave for the death of a Unit Member's "immediate family", as defined in article 3.5 of this agreement.

11.8.2. If travel is required in excess of 250 miles, one way, a Unit Member shall be entitled to a maximum of two (2) additional days of paid leave. This leave shall not be charged to Unit Member's sick leave.

11.9. Catastrophic Leave

11.9.1. Eligibility: Any Unit Member who is a permanent employee, suffering from a catastrophic illness or injury, may request donations of unused sick leave

11.9.2. Catastrophic Illness: A catastrophic illness is one that incapacitates a Unit Member for an extended period of time.

11.9.3. An eligible Unit Member with a catastrophic illness or injury, who has exhausted all accrued fully paid sick leave, may file a request for donated sick leave with the Superintendent. Accompanying the request shall be written verification from a physician describing the incapacitating nature and probable duration of the illness or injury.

11.9.4. Upon verification of a Unit Member's leave request, all Unit Members shall be invited to make a donation of accrued sick leave. The Superintendent shall inform Unit Members of the opportunity to donate accrued sick leave.

11.9.5. Employees may donate sick leave days in increments of not less than one (1) , nor more than (2) days of accrued sick leave for an individual request for catastrophic illness or injury leave. All transfers of eligible sick leave credit shall be irrevocable, and must be used within a maximum period of 12 consecutive months for the initial catastrophic leave request. To ensure that employees retain sufficient, accrued sick leave for their own use, donors shall not be allowed to reduce their accrued sick leave to fewer than forty (40) days in any school year.

11.10. Study Leave

11.10.1. The Board may grant a Unit Member with less than seven (7) years of service to the District an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for one (1) school year.

11.10.1.1. A Unit Member shall apply to the Board for such leave no later than May 1st.

11.10.1.2. A Unit Member on Study Leave shall be entitled to obtain at his/her own expense the group health and dental benefits available to the bargaining unit with the approval of the insurance company.

11.11. Sabbatical Leave

11.11.1. To be eligible for sabbatical leave, a Unit Member must have rendered service in the District for at least seven (7) consecutive years immediately preceding the sabbatical leave. Not more than one sabbatical leave shall be granted in each seven (7) year period. Upon Board approval, a sabbatical leave may be granted for one full school year or one full semester.

11.11.1.1. Application proposal for sabbatical leave for the following school year should be filed with the Superintendent on or before May 1st of the current school year. The Board may waive this requirement.

11.11.1.2. The application proposal must contain a detailed statement of goals and objectives of the project, how the project is related to the Unit Member's assignment, and how it will improve Unit Member's performance.

11.11.2. The District will pay the employee the difference between the employee's salary and that of the temporary replacement employee's salary. A Unit Member who is granted sabbatical leave shall receive such increases in salary as would have been received had Unit Member remained in active service with the District. A Unit Member on sabbatical leave shall be entitled to obtain at his/her own expense the group health and dental benefits available to the bargaining unit with the approval of the insurance company.

11.11.3. Each Unit Member returning from leave shall file with the Superintendent before Unit Member returns to duty a transcript of work taken and grades earned, or a summary of Unit Member's trip together with a statement of the educational growth believed to be obtained, and any other evidence that Unit Member had met the objectives stated in Unit Member's application. In addition to the final summary report and/or transcript, the Unit Member on sabbatical leave shall submit to the Superintendent a brief progress report once each semester during the leave.

11.11.4. Each Unit Member who is granted a sabbatical leave is required to post a bond guaranteeing service to the District for a period of twice the length of the sabbatical leave following the leave. Cost of the bond is borne by the Unit Member. The bond shall be exonerated in the event the failure of the Unit Member to return and render the required service is caused by the death or physical or mental disability of the Unit Member.

11.11.5. Both the Governing Board and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any Unit Member while on sabbatical leave of absence.

11.11.6. In case of injury or illness of the Unit Member during the sabbatical leave which prevents Unit Member's completion of the purposes of the leave, the sabbatical leave may be terminated. If the leave is terminated due to illness or injury, the Unit Member will continue to be paid the difference between the Unit Member's salary and that of the temporary replacement for the duration of the original sabbatical. The Superintendent must be notified in writing within ten (10) days from the first day of such injury or illness. Upon release by a medical doctor, the Unit Member may return to Sabbatical or return to duty for the remainder of the school year to be assigned as needed at the discretion of the Superintendent.

11.12. Jury Duty and Court Appearance (CA Ed. Code Section 44036)

11.12.1. Leaves of absence to serve on a jury or to appear as a subpoenaed witness in court other than as a litigant shall be granted with no loss in pay. Any fee provided the employee shall be endorsed to the District.

11.13. Association Leave

11.13.1. Association President or designee shall have two (2) days of paid leave to utilize for local, state, or national conferences or for conducting other business pertinent to Association office affairs. The Unit Member shall be excused from school duties upon two (2) days advance notification to the Superintendent.

11.14. Professional Leave

11.14.1. Paid Professional Leave may be granted to each employee with the approval of the site administrator for the purpose of attending conferences, workshops, classes, symposiums, visitations and other activities related to professional improvement. In the event that no other funding is available, District responsibility is limited to the cost of procuring a classroom substitute when applicable.

11.15. Unpaid Leave of Absence

11.15.1. Any Unit Member may request up to ten (10) days of unpaid leave per school year. All such leave requests shall only be granted subject to availability of suitable substitutes. Leave requests must be submitted to the Superintendent for approval at least a minimum of one (1) week prior to the leave.

11.15.2. Any Unit Member may upon his/her request, be granted a leave of absence without pay upon Board approval. This leave of absence would be for a full school year and should be requested prior to April 15th of the year preceding the leave. An additional leave may be granted when requested by the Unit Member. An unpaid leave of absence is limited to two (2) consecutive years.

11.15.2.1. A Unit Member on an unpaid leave of absence shall be entitled to obtain at his/her own expense the group health and dental benefits available to the bargaining unit with the approval of the insurance company.

11.16 Family Care and Medical Leave

11.16.1. Eligibility

11.16.1. 1. All full-time Unit Members who have been employed at least twelve (12) months in the District are eligible for leave under this Section.

11.16.1. 2. Leave under this Section shall be granted upon request of a Unit Member whenever, in the judgment of the Unit Member, and with a health care provider's written endorsement, he/she needs the leave because of: the Unit Member's parent, child, or spouse: the birth of a child of the Unit Member: or placement of a child with a Unit Member in connection with adoption or foster care of the child by the Unit Member *or to take medical leave when the employee is unable to work because of a serious health condition.*

11.16.2. Definitions

"Family": Under the Family and Medical Leave Act, family includes child, parent and spouse.

“Serious Health Condition”: is any illness, injury impairment, physical or mental condition that either involves inpatient care in a hospital, hospice, or residential health care facility, or involves continuing treatment or supervision by a health care provider.

11.16.3. A Unit Member’s eligibility for leave under this Section shall not be affected by entitlement, or lack thereof, of another member of the Unit Member’s family to any leave benefit under any statute or any employment.

11.16.4. A Unit Member eligible for leave under this Section may substitute, therefore, any accrued leave, paid or unpaid, under this Section.

11.16.5. Notification

If a Unit Member learns of a need to request a Family Care and Medical Leave, the District must be notified as early as is possible and/or practicable.

11.16.6. Duration

Twelve (12) work weeks in one (1) twelve (12) month period. The fixed twelve month period shall be the fiscal year (July 1 - June 30).

11.16.7. Benefits

11.16.7.1. Leave under this Section shall entitle the Unit Member to health benefits, on the same basis as if the Unit Member were not on leave.

11.16.7.2. Leave under this Section shall entitle the Unit Member to continued accrual of all “service related” rights of employment including, without limitation, seniority, salary advancement, reemployment, and participation in optional benefit programs such as early retirement.

11.16.7.3. Leave under this Section shall run concurrent with other leave available to the employee.

11.16.8. Return to Work

11.16.8.1. Leave under this Section shall terminate whenever the Unit Member returns to continuous, active service following notice, as provided below.

11.16.8.2. A Unit Member returning from leave under this Section shall be reinstated immediately to the same or a position equivalent to the one held by the Unit Member at the commencement of the leave.

11.16.8.3. A Unit Member who, while on leave under this Section, gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following the expiration of the leave.

ARTICLE 12

TRANSFERS AND VACANCIES

12.1. General District Policy

12.1.1 The following shall be among the criteria used by the District for transfers initiated by Unit Members individually or by the District:

- (1) The needs of the students in the schools concerned.
- (2) Credentials, educational preparation and experience of Unit Members involved.
- (3) Special skills of Unit Members involved.
- (4) Unit Member preference.
- (5) Unit Member seniority in one school or level.
- (6) Unit Member seniority in the District.
- (7) Program continuity in the schools concerned.

12.1.2. There shall be no priority given to sex, age, minority - group status, or any unstated consideration such as membership in or participation in employee organizations or outside political activities.

12.1.3. The district will endeavor to establish a list of the total available certificated assignments for each school year before June 1st. If the number of positions exceeds the number of qualified certificated employees, the procedure in 12.2 (Vacancies) shall be followed.

12.1.4. If the District finds that Unit Members in excess of that number needed for regular classroom assignments have been employed for a given school year, classroom and/or educational positions will be assigned. These assignments may include, but are not limited to, positions such as resource teachers for individualized instruction at the elementary level, team teaching positions at all levels, or departmental resource positions at the secondary level. Nothing in this section excludes other suitable and necessary professional assignments.

12.2 Information on Vacancies

12.2.1. A vacancy is any regular or stipendiary position that does not have a Unit Member assigned to it. This includes any vacated or newly created position, including positions created by reconfiguration or restructuring.

12.2.2 Upon knowledge of vacancies, the District shall deliver to the Association and post at all school sites a list of all vacancies which occur during the school year and for the following school year. The list shall contain the following:

12.2.2.1. A closing date which is at least ten (10) working days following the posting date;

12.2.2.2. A job description;

12.2.2.3. Credentials and qualifications necessary to meet the requirements of the position.

12.2.3. The District shall, upon request by a Unit Member, notify that Unit Member by mail of any posted openings which may arise during the summer recess. The Unit Member's request must be in writing and must include a mailing address.

12.2.4. The interview committee will interview Unit Members first, before positions are advertised outside the district.

12.2.5. The number of Unit Members sitting on the interview committee for all certificated positions, including stipends, shall reflect Board Policy, but shall include not less than one (1) Unit Member.

12.2.5.1 When the district utilizes an interview committee as outlined in Administrative Regulations 4111a, 4211a and 4311a (see Appendix C), the district will contact the first available LVTA Officer beginning with President, Vice-President, Secretary, Treasurer, Lead Negotiator, who will select appropriate representatives for the interview committee. LVTA Officers will be responsible to provide current contact information to the District. The Association shall annually provide the District with a list of the current officers, updated whenever changes occur.

12.2.6. Unit Members whose former positions have been eliminated may apply for positions from the list of unfilled positions. This application will be considered consistent with the criteria established under Section 12.1, General District Policy.

12.3. Individually Initiated Transfers

12.3.1. Unit Members shall submit requests for transfer or advancement in writing to the District Office by letter with a copy to the building principal. Application for a transfer shall include information as to the school, position, subject, and grade level desired by the applicant. Transfer applications will be considered for any vacancies developing during the school year in which the request is filed and/or for the beginning of the school year immediately following. Request for transfers not granted within this period of time must be renewed by contacting the District Office.

12.3.2. Unit Members will be notified in writing by the District Office that his/her application for transfer has been received.

12.3.3. The District shall maintain a list of certificated employees applying for transfer or advancement. If grievance is filed over a matter of transfer or advancement, those portions of the list which bear upon the

matter will be available for processing of the grievance. The rights to privacy and confidentiality of those Unit Members whose names appear on the transfer list shall be respected.

12.3.4. The intent of the District shall be to interview those Unit Members who apply for specific transfer or advancement. In cases where the number of applicants, time available or other factors make this impractical, a paper screening shall precede interview. When appropriate, other members of the professional staff will be asked to participate in the paper screening.

12.3.5. Applications for transfer will be considered by the District in relation to other applicants, according to the criteria established under Section 12.1, General District Policy.

12.3.6. The District Office shall notify a Unit Member who has not been transferred to a requested position as soon as the position has been filled.

12.3.7. A Unit Member whose application for transfer or advancement has not been successful shall have the right to confer with the Superintendent, or his/her designee, regarding the matter.

12.4. District Initiated Transfers

12.4.1. The District reserves the right to initiate transfers when school or departmental enrollments make such transfers necessary, or when it is deemed in the best interests of the schools and/or district. All personnel affected will be notified by a letter from the Superintendent which shall contain the reason for the transfer. Personnel transferred under this provision shall be given the opportunity to apply for return to the original assignment should an appropriate vacancy occur. This application will be considered consistent with the criteria established under Section 12.1, General District Policy.

12.4.2. Any Unit Member who is to be involuntarily transferred or reassigned shall be informally notified in advance of the formal notice and be given the opportunity to apply on a voluntary basis for another available position within the school district. It shall be the intent of the District to give this informal notification before June 1st of a given school year. However, due to shifting patterns of enrollment, unexpected personnel needs, etc. this may not always be possible. When the Unit Member who has received such notification makes application for another available position in the school district, the application will be considered consistent with the criteria established under Section 12.1, General District Policy.

12.4.3. The Unit Member may use the District grievance procedure to seek further redress if the dissatisfaction alleges a violation of state laws or regulations, the policies, rules, regulations of the District, or written administrative procedures.

12.4.4. Unit Members who are transferred / reassigned / relocated during the school year shall be allowed two (2) days of paid release time for preparation prior to the effective date of the transfer / reassignment/ relocation. The District shall provide assistance in moving a Unit Member's material whenever a Unit Member is transferred / reassigned / relocated.

12.4.5. A new employee shall be informed, if possible, of his/her assignment one month prior to the first day of classroom instruction or upon hiring, whichever last occurs.

12.5 Transfers Specific to Layoff Situations

12.5.1. The District shall contact all Unit Members with the appropriate credentials soliciting voluntary transfers, before involuntary transfers are made.

12.5.2. Transfer shall be done in inverse seniority order. Voluntary transfer equals most senior member; involuntary transfer equals least senior member. However, certification requirements will be the determining factor in the case of involuntary transfer.

12.5.3. In the case of an involuntarily transferred employee, placed in a position he/she has not taught for over three (3) years, if the District has not assisted the employee with materials and coaching in the subject matter, no evaluation shall be adversely affected for a period of one (1) year. The District determines levels of assistance, timelines, materials, and coaching support. If, after receiving assistance, the Unit Member's performance is unsatisfactory, the standard evaluation language in the Agreement shall apply.

12.5.4. All contractual transfer language shall apply.

ARTICLE 13

EVALUATION

13.1. Purpose

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

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

13.1.3. This article further incorporates procedures for the planning and implementation of Unit Members' Professional Growth Plan and Record for credential renewal.

13.2. Areas for Evaluation

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

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

13.2.2. See Appendix D.1. for the complete text of the CA Standards of the Teaching Profession.

13.2.3. Unit Members with non-instructional duties and responsibilities, including supervisory duties shall be evaluated separately in accordance with their assignments. The evaluation tool will be created and negotiated Fall of 2015.

13.3. Procedures for Evaluation

13.3.1. The District shall formally evaluate the performance of temporary and probationary Unit Members at least once annually and shall evaluate permanent Unit Members at least once biannually.

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

13.3.3. The Unit Member and the evaluator responsible for his/her evaluation shall meet for a pre-evaluation conference prior to November 1. At this conference, the Unit Member's previous formal evaluations and the evaluation criteria shall be reviewed and major areas of concentration shall be discussed and mutually agreed upon. Major areas of concentration shall be derived from items listed on the evaluation criteria. In the case of failure to reach agreement on the major areas of concentration for evaluation, the parties may submit justification for their opposing positions to the Superintendent for final decision. Information (both positive and areas of concern) from informal observations will be shared with the Unit Member at this time. During the course of the evaluation period unforeseen circumstances may arise which require modification of the major areas of concentration. Such modifications shall be mutually determined by the Unit Member and the evaluator; the determination of the new major area(s) of concentration shall be arrived at in accordance with this Article.

13.3.4. The evaluation for non-permanent unit members shall be based on two (2) observations lasting at least one (1) full teaching period, and may include information from informal visitations. The evaluation shall focus on the evaluation criteria and shall be reported in writing on the observation form. The evaluator and evaluatee shall meet within ten (10) teaching days after the observation to discuss the observation. Unforeseen circumstances, such as illness, may permit extension of the timeline. If the observation is Unsatisfactory, the evaluator shall specify improvement suggestions on the observation report. A rating of 1 or 2 denotes Unsatisfactory, and a rating of 3, 4, or 5 denotes Satisfactory.

13.3.5. A formal evaluation conference shall be held to discuss the written final evaluation report. It shall be held no later than February 15 for a temporary/probationary Unit Member and May 15th for all others. Information that has not been discussed prior to the final evaluation conference will not be included in the final written evaluation. The contents of the observation forms and the Evaluation Report shall be discussed at the conference. Written comments made by the evaluator shall be discussed.

13.3.6. When a Unit Member's performance on a standard needs to be addressed, a written explanation shall include improvement suggestions and directions, as well as an identification of administrative support that will be provided.

13.3.7. All Unit Members shall receive a rating of (1) Does Not Meet Standard, (2) Partially Meets Standard, (3) Meets Standard, (4) Exceeds Standard, or (5) Exemplifies the Standard in each observed and cited evaluation criteria area. In addition, each Unit Member shall receive an overall rating of Satisfactory performance or Unsatisfactory performance. A rating of 1 or 2 denotes Unsatisfactory, and a rating of 3, 4, or 5 denotes Satisfactory.

13.3.8. Any Unit Member receiving an overall rating of Unsatisfactory (1 or 2) shall be evaluated again the following year. The Unit Member and the administrator shall work together to develop an area or areas of focus within the California State Teaching Standards during the next evaluation cycle to improve

performance. Any Unit Member receiving an Unsatisfactory rating may also participate in PAR through choice or referral (see Appendix I).

13.3.9. The evaluated Unit Member shall sign all copies of the evaluation report to acknowledge receipt of the evaluation. In the event that the Unit Member disagrees with any part of his/her evaluation, he/she may put his/her objections in writing and have them attached to the evaluation report placed in the personnel file with the evaluation. These shall be submitted within thirty (30) calendar days of the evaluation conference.

13.3.10. Any Unit Member who receives an Unsatisfactory evaluation shall, upon request, be entitled to subsequent observation, conferences, and written evaluation by a different administrator appointed by the Superintendent, which will also be included in the Unit Member's personnel file.

13.3.11. When the evaluator or evaluatee deems it necessary, he/she may request the assistance of other evaluators to supplement the observation and evaluation activities.

13.4. Other Areas Related to Evaluation

13.4.1. A Unit Member shall not be required to assess his/her performance, or choose evaluation components which necessitate self-assessment. However, this option is available if the evaluator and evaluatee mutually agree on its inclusion.

13.4.2. The evaluation and assessment of certificated Unit Member competence, pursuant to this Article, shall not include the use of publisher's norms established by standardized tests.

13.4.3. The evaluation report shall be made out in triplicate. The original is placed in the personnel file with copies to the evaluator and evaluatee.

13.4.4. Forms to be used in connection with this procedure are attached as Appendix D. A committee of LVTA members and the site Principals will convene in fall of 2014 to revise the current form. Revisions will be complete by December of 2014 and the revised form will be used beginning in January of the 2014/2015 school year. Any information obtained from observations made prior to the release of the revisions of Appendix D, can only refer to the currently attached Appendix D. *Completed December 2014.*

13.4.5. The use of unsubstantiated hearsay information is excluded from the evaluation process.

13.4.6. The evaluation report shall be signed by both the evaluator and evaluatee verifying that a conference was held and the evaluation discussed. In the event the evaluatee refuses to sign, that shall be noted on the form by the evaluator.

13.4.7. Unit Members who wish to use their administrator as a Professional Growth Advisor for the renewal of their Professional Clear Teaching Credential shall request the administrator's participation; shall meet annually with that administrator to review progress toward fulfilling requirements; and shall maintain a file of completed Professional Growth activities. Look up new guidelines.

13.5. Personal and Academic Freedom

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

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

13.6. Support Personnel

13.6.1. The Board recognizes the classroom teacher as the primary agent of the educational program and reaffirms the concept that the role of all other certificated and classified Unit Members of the District is one of supplying support and assistance.

13.7. Personnel Files

13.7.1. A Unit Member may inspect material in his/her personnel file within two (2) School Days after submitting a request.

13.7.2. A Unit Member may inspect such materials in his/her personnel file during the normal business hours of the District Office at times other than when the Unit Member is required to render service.

13.7.3. No materials of a derogatory nature shall be placed in a Unit Member's personnel file without allowing the Unit Member an opportunity to review and comment thereon.

13.7.4. A Unit Member shall have the right to enter and have attached to any such derogatory statement the Unit Member's own comments thereon. The review and comment on materials of a derogatory nature shall take place during normal business hours of the District and at times other than when the Unit Member is assigned to direct student instruction or conduct activities.

ARTICLE 14

SUMMER SCHOOL

14.1. Anticipated summer school vacancies shall be posted by the District on Association bulletin boards no later than May 1st.

14.2. Summer school assignments shall be made no later than June 1st.

14.3. No teacher shall be required to teach summer school.

14.4. The District shall make summer school assignments as follows:

14.4.1. Unit Members who taught Summer School the previous summer shall be granted first right of refusal to teach Summer School the following summer. Said Unit Members shall receive notification of the District's intent to hold Summer School by April 15th, and shall notify the District of his/her Intent to Return within ten School Days of receiving the notification.

14.4.2. If Summer School vacancies have not been filled by returning Unit Members, Unit Members teaching in the District shall be given priority in filling Summer School teaching positions before advertising outside the District.

14.4.3. Evaluation of Summer School teachers shall follow the process as outlined in Article 13.

14.5. Unit Members teaching the Summer School Program, classroom or ISOP, will be granted one (1) sick day, prorated, for each block of 120 hours of instruction or portion thereof (up to a maximum of 130 hours equals one sick day). These days may be accumulated and added to the employee's regular sick leave. (Refer to Leaves, Article 11, Section 11.2.)

14.6. The payment schedule for teaching Summer School is found in Appendix B.

14.7. If Summer School is an Independent Study Opportunity Program, it will be conducted as follows:

14.7.1. Summer School teachers will arrange to meet with each assigned student once a week for one hour. per ten units of coursework.

14.7.2 Summer School ISOP teachers are paid at the following rates:

One FTE Summer School student = 10 units

21-25 FTE students -Two days per week daily rate of pay

16-20 FTE students-1.6 days/week daily rate of pay

11-15 FTE students-1.2 days/week daily rate of pay

6-10 FTS students-.8 days/week daily rate of pay

1-5 FTE students-.4 days/week daily rate of pay

Additionally, teachers will be paid for one 7 hour day for prep prior to Summer School starting, and one 7 hour day for grading at the conclusion of Summer School.

ARTICLE 15

COMPLAINTS CONCERNING SCHOOL PERSONNEL

To promote fair and constructive communication, the following procedures shall govern the resolution of complaints. Every effort should be made to resolve a complaint at the earliest possible stage.

15.1. Time Limits

15.1.1. Time limits provided for at each level shall begin the day following receipt of the complaint, complaint appeal or written decision. The time limits may be adjusted by mutual Contract.

15.1.2. In the event a complaint is filed at such a time that it cannot be processed through all the steps in this complaint procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in harm to a grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

15.2. No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints, information or material of a derogatory or critical nature which has been received by the District from pupils, parents, District employees, public agencies, and / or the public unless the following procedures have been implemented.

15.3. A complainant should be referred directly to the Unit Member against whom the complaint is lodged. Complainants are encouraged to attempt orally to resolve concerns with the Unit Member personally. The Unit Member shall be informed that he/she has the right to have a representative of their choosing and/ or the site administrator present at all meetings.

15.4. If the complaint is not resolved at this level, the complainant may submit the complaint in writing to the school principal or immediate supervisor within ten days. When necessary, school administration shall assist in the preparation of the written complaint so as to meet the requirement of this regulation. The administrative staff shall inform the complainant that such assistance is available if he / she is unable to prepare the written complaint without help.

15.4.1. A written complaint must include the name of each employee involved and a brief but specific summary of the complaint and the facts surrounding it. It must also include a specific description of a prior attempt to discuss the complaint with the Unit Member involved and the failure to resolve the matter.

15.4.2. Any public complaint about a Unit Member shall be reported to the Unit Member by the administrator receiving the complaint within five (5) days of receipt.

15.4.3. The principal or immediate supervisor is responsible for investigating complaints and will attempt to resolve the complaint to the satisfaction of the person(s) involved within three days of receiving the written complaint. If the complaint is resolved, the principal will, within two days, so

advise all concerned parties, including the Superintendent, in writing. If the complainant refuses to attend a meeting arranged by the principal of all concerned parties, the complaint shall neither be placed in the Unit Member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the Unit Member.

15.5. If the complaint remains unresolved after review by the principal or the immediate supervisor, the principal shall refer the written complaint, together with a report and analysis of the situation, to the Superintendent within two days. The Superintendent shall meet with the complainant within five days of receipt of the complaint, and shall provide a written disposition of the complaint, including the reasons, to all parties of interest within two days of such meeting. Complainants should consider and accept the Superintendent's decision as final. However, the complainant, the Unit Member, or the Superintendent may ask to address the Governing Board regarding the complaint. The Unit Member shall be given reasonable time during the duty day, without salary deduction, to review the complaint and prepare responsive comments. If the Unit Member believes the complaint is not being processed in a timely manner, a grievance may be initiated to determine the validity of the complaint.

15.6. All written complaints regarding district personnel other than administrators shall initially be filed with the principal or immediate supervisor. The Principal or immediate supervisor should make sure that complaints heard in closed session are indeed complaints against a Unit Member, not against district practice or procedures.

15.7. No party to a complaint may address the Board, either in closed or open session, unless the Board has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain, but not be limited to:

15.7.1. The name of each employee Unit Member involved.

15.7.2. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the employee(s) Unit Members as to the precise nature of the complaint and to allow the employee(s) Unit Members to prepare a defense.

15.7.3. A copy of the signed original complaint.

15.7.4. A summary of the action taken by the Superintendent, and his/her specific finding that resolution of the case at the Superintendent's level has not been possible, and the reasons why.

15.7.5. All parties to a complaint, including the school administration, may be asked to attend a Board meeting or part of such meeting for the purpose of presenting all available evidence and allowing every opportunity for explaining and clarifying the issue.

15.7.6. Complaints concerning a Unit Member shall be addressed in a closed session of the Board unless the Unit Member requests that the issue be addressed in open session.

15.7.7. Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure shall neither be placed in the Unit Member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the Unit Member.

15.7.8. All information or proceedings regarding any complaint shall be kept confidential.

15.7.9. The decision of the Board following the hearing shall be final.

15.8. It is understood that the District cannot control public input protected by the first amendment, but in the event of a public complaint, the Superintendent will direct the complainant to the proper procedure.

ARTICLE 16

CLASS SIZE

16.1. Class Size

16.1.1. The following are optimum class sizes, including mainstreamed special education students and split classes:

K - 3	24 students per class
4 - 12	25 students per self-contained class

16.1.2. When class size exceeds 24 at K-3 or 25 at grades 4-12 self-contained classrooms for a period greater than 15 instructional days the site administrator and staff will meet within five (5) days to attempt a resolution. The resolutions may include additional instructional assistant time, reassignment of students, reassignment of resource teachers to provide support to the impacted classroom, hiring of additional teaching staff, an additional \$5/student/day compensation, or recruitment of other competent tutors or assistants. In a departmentalized setting, when a particular class exceeds 31, excluding physical education classes, an equivalent resolution will be attempted.

16.1.2.1 However, at the beginning of the academic year if class size exceeds the limits listed above for a period greater than 20 instructional days, the site administrator, A CTA representative and involved certificated staff will meet to work on a resolution, which would go into effect after October 1.

16.1.3. Teachers will be consulted when the necessity for a split class occurs. The affected teachers will be given a vote on the options, and their advisory recommendation will be taken into consideration by the site principal. In no case will split class options be considered which will jeopardize class size reduction funds.

16.2. Sharing of Talents

16.2.1. The goal of the District and the Association is to affect a more equitable balance of course offerings and staff utilization. The Association supports the concept of sharing the talents and expertise of staff at all levels throughout the District.

16.3. Special Education

16.3.1. No individual Resource Specialist Person (RSP) Unit Member shall be assigned a case load of more than 28 students.

16.3.2. Each full-time RSP Unit Member shall have the equivalent of a six-hour instructional assistant.

(1). The Unit Member shall direct instructional assistants to perform duties which are consistent with the students' Individual Education Plan (IEPs).

(2). The Unit Member shall, when possible, be involved in the interviewing and training of his/her assistant.

(3). The Unit Member shall assist in determining the duties to be performed by the instructional assistant under the supervision of the administrator responsible for evaluating the assistant.

16.3.3. The District will maintain the Special Day Class at a maximum of twelve (12) students.

(1). In determining class size the nature and severity of the students' needs will be considered.

(2). All teachers may refer students with severe behavior disorders to the IEP or Student Study Team (SST) team and recommend an alternative placement.

16.3.4. Each full time SDC employee with ten (10) or more students shall have the equivalent of a six (6) hour assistant.

(1). The Unit Member shall direct instructional assistants to perform duties which are consistent with the students' IEPs.

(2). The Unit Member shall, when possible, be involved in the interviewing and training of his/her assistant.

(3). The Unit Member shall assist in determining the duties to be performed by the instructional assistant under the supervision of the administrator responsible for evaluating the assistant.

16.3.5. Prior to the placement of special education students who are to be mainstreamed, the receiving regular teacher, the site administrator, and the special education class teacher shall confer and review objectives of the placement and allocation of aide time.

ARTICLE 17

REOPENERS

- 17.1. Both parties are limited to two issues annually.
- 17.2. All reopeners must be presented in writing at *either* the February or March Board meeting.
- 17.3. With the prior consent of both the Board and the Association, both parties may meet and negotiate any part of the Agreement, should extraordinary circumstances indicate a need to do so.
- 17.4. For contract years 2020-2023: In addition to 17.1, negotiations may be reopened for the above years by February of each year for salary schedules, or if there are changes in the Staywell Policy.
- 17.5 If the 2020-21 California State Education Budget reflects sufficient school funding, both parties agree to reopen Salary schedules in November of 2020.

ARTICLE 18

SAVINGS

18.1. If any provision of this agreement or any application thereof to any Unit Member is held by a court of competent jurisdiction to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. Should a provision or application be deemed invalid, the Board shall reinstate any benefits reduced or eliminated to the extent allowable under law.

18.2. It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

ARTICLE 19

POLICY FOR CERTIFICATED EARLY RETIREMENT

19.1. Qualifications for the Program

19.1.1. To qualify for early retirement, a Unit Member must have completed full-time service in a certificated position in the District for a minimum of ten (10) school years;

19.1.2. A Unit Member must reach a minimum age of fifty-five (55) and a maximum age of sixty-four (64). A Unit Member who gives notice to the District on or before his/her sixty-fourth birthday but no later than April 15th of his/her intent to retire will be eligible for the retirement plans.

19.1.3. Upon reaching an agreement on a PLAN, the Unit Member must resign from the district.

19.2. Application for Participation

19.2.1. Persons meeting all of the above qualifications may apply for participation in the program. Applications shall be submitted, in writing, to the Superintendent by April 15 of the school year preceding retirement. Applications shall be submitted as far in advance of retirement as possible. Applications may contain contingencies relative to STRS and/or District options.

19.2.2. The Unit Member has the option to select one of the following plans:

Tax Deferred Contribution Plan: The District will provide an annual contribution to a tax-deferred account of the Unit Member's choice at the following rates and time periods, ending upon the Unit Member's reaching the age of 65. Payment begins the month following retirement and is distributed for ten months (up to the qualified rate/fiscal year). If employee retires prior to June 30th, the stipend will be prorated for that fiscal year. Benefits end the last day of the birthday month when the employee reaches age 65 and/or at the end of the qualified time period.

<u>Years of Service</u>	<u>Rate</u>	<u>Time Period</u>
≥10 years	\$5,000/year	up to 3 years
≥15 years	\$7,000/year	up to 4 years
≥20 years	\$7,000/year	up to 5 years

Basic Medical Benefits Plan: Provision of the medical benefits Basic (as defined by Staywell) package (medical, dental, vision) to retiree and retiree's dependents will be available as the following choices:

<u>Yrs of LUSD service</u>		<u>Plan</u>	<u>District Paid</u>	<u>Employee Paid</u>
<u>SINGLE</u>	≥10 years	3 yrs	75%	25%
		or		
		4 yrs	50%	50%
	or	2 yrs	75%	25%
		& 3 yrs	25%	75%
	≥15 years	4 yrs	75%	25%
	or	2 yrs	75%	25%
		& 3 yrs	50%	50%
<u>FAMILY</u>	≥20 years	5 yrs	75%	25%
	≥10 years	2 yrs	75%	25%
		or		
		3 yrs	50%	50%
	or	5 yrs	25%	75%
	≥15 years	3 yrs	75%	25%
		or		
		1 yr	75%	25%
		& 3 yrs	50%	50%
		or		
		3 yrs	50%	50%
		& 2 yrs	25%	75%
	≥20 years	3 yrs	75%	25%
		& 1 yr	50%	50%
	or	5 yrs	50%	50%

19.3. Addendum

19.3.1. The Association and the District shall meet and negotiate any early retirement program as enabling legislation permits.

19.3.2. The District shall make available to all eligible Unit Members all options for retirement provided by the State Teachers' Retirement System which do not incur a cost to the District.

19.3.3. Any other alternatives offered by STRS or enabling legislation may be appended to the offered plans, provided they result in a net reduction of cost to the district.

19.3.4. The Unit Member has the option to enroll in other District fringe benefits at his/her own expense and at the group rate.

ARTICLE 20

CERTIFICATED FULL RETIREMENT CREDIT FOR REDUCED TEACHING SERVICES

20.1 Qualifications

Unit Members, at their own option and subject to District approval, may elect to reduce their workload from full-time to part-time duties and receive full credit toward retirement under the following conditions:

20.1.1. Unit Member who meets the minimum qualification and participation requirements is entitled to receive a full year of service credit and have the retirement allowance, as well as any other benefits based upon salary that would have been received if employed on a full-time basis.

20.1.2. Unit Member must have reached the age of fifty-five (55) prior to reduction of work load. Unit Member may not be older than age sixty-five (65) at any time while participating in this program.

20.1.3. Unit Member must have been employed full-time in the District in a position requiring certification for at least ten (10) years, of which the five (5) years immediately preceding were full-time employment.

20.2. Unit Member shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes payments that would be required had he/she remained in full-time employment. Unit Member shall receive full health benefits as provided in the teaching Agreement in the same manner as a full time employee.

20.3. This option is limited to a period of five (5) years of such part-time status for Unit Members who are not older than sixty-five (65) years.

20.4. Unit Members choosing this option and the District shall contribute to the State Teacher's Retirement Fund the amount that would have been contributed if the Unit Member was employed on a full-time basis.

20.5. Part-time status shall be based on a full school year with the minimum compensation paid on time worked equal to no less than one-half time. Unit Member will be paid on a monthly basis or as allowed by the County Office of Education.

20.6. Assignments of part-time Unit Members shall be made in the best interest of the District as finally determined by the District. Assignments will be made for one (1) year. Eligibility for placement in the program will be determined by the District on an individual basis considering subject areas, enrollment, etc.

20.7. A Unit Member may drop participation at any time, and be eligible to return to full-time employment in the District. Participation is limited to five (5) years. At the end of the five (5) year part-time employment

period, the Unit Member is required to submit a resignation. Unit Member may resign prior to the end of the five (5) year part-time employment period.

20.8. Application to participate in this program must be made to the District Office no later than February 15th of the school year preceding the desired year of participation. This application deadline may be waived by the District.

20.9. Unit Members failing to meet any of the above requirements will receive only that service credit based upon the ratio of earnings to earnable salary and will not receive the service credit that would have been received if employed on a full-time basis.

ARTICLE 21

DISCIPLINE SHORT OF DISMISSAL

21.1 Purpose

- A. The purpose of this Article is to provide a corrective and remedial sequence of steps as a means of disciplining certificated employees if the need arises.
- B. No unit member shall be disciplined without utilization of the principles of progressive discipline except where the nature of the offense or the possible consequences of repetition reasonably require immediate action by the District.

21.2 Definitions

- A. *Discipline*, for purposes of this article shall mean oral or written reprimands and/or suspensions with or without pay. The provisions set forth below shall not preclude the District from suspending a unit member with or without pay if such provisions exist within the Education Code Sections under which the unit member is charged.
- B. *Day*, for purposes of this article, shall be any day when the unit member is required to be in attendance at his or her worksite.

21.3 Causes for Personnel Action

The unit member shall not be disciplined except for the following infractions or others of a similar magnitude:

- A. Repeated violations of District policy and regulations.
- B. Abusive behavior towards students, fellow employees or public while performing school related duties.
- C. Repeated failure to follow legitimate administrative directives.
- D. Repeated failure to perform contractual obligations.
- E. Repeated, unexcused absences or tardiness.

- F. Dishonest acts such as tampering with student records and test scores or flagrant theft of District property.
- G. Drinking alcoholic beverages on the job, or reporting for work while under the influence of alcohol.
- H. Possession and use of controlled substances on the job or reporting for work while under the influence of a controlled substance.

It is understood that any causes stated above may be subsumed under the causes for dismissal set forth in the California Education Code and that nothing stated herein shall have any controlling effect in the event a dismissal action is initiated under the provisions of the Education Code.

21.4 Personnel Actions

When a unit member is to be disciplined, oral reprimands will generally precede written reprimands and written reprimands will generally precede suspension with or without pay.

A. Verbal Warning

1. On the occasion of the alleged infraction, a conference shall be held with the immediate supervisor to hear the unit member. Prior to the conference, the unit member shall be advised of the purpose of the conference and his or her right to union representation.
2. If it is determined that an infraction did occur, and if appropriate, a specified verbal warning shall be given to the unit member.
3. At the request of the employee or immediate supervisor, a conference shall be held following the action to attempt to resolve and remediate the alleged misconduct.
4. If the offense is of sufficient magnitude, in the judgment of the immediate supervisor, all of step A may be omitted and the immediate supervisor may proceed to B or C.

B. Written Reprimands

1. A conference shall be held with the immediate supervisor prior to any action to hear the unit member. Prior to the conference the unit member shall be advised of the purpose of the conference and his or her right to union representation.
2. If it is determined that an infraction did occur a written reprimand shall be given to the unit member. A copy of the written confirmation shall be given to the Association if requested by the unit member and a copy of the written reprimand shall be placed in the employee's file.
3. At the request of the employee or immediate supervisor, a conference shall be held following the reprimand to attempt to resolve or remediate the alleged misconduct.

4. If the offense is of sufficient magnitude, in the judgment of the immediate supervisor, all of step B may be omitted and proceed to C.

C. Suspension without Pay

1. When a unit member is to be suspended without pay, specific written charges shall be prepared by the Superintendent or his/her designee. Included in such charges shall be the specific facts underlying those charges. The charges shall be incorporated in a notice of the intent to take disciplinary action.
2. The written notice of charges shall also offer the unit member an opportunity to meet with the Superintendent or his/her designee to discuss such charges and the unit member's position on the charges. The unit member shall have the right to be represented by a union representative at all stages of the procedure, including the meeting with the Superintendent and/or his/her designee.
3. Included in the written notice of charges, the unit member shall be informed of his/her right to a hearing to appeal such charges. The unit member shall have ten (10) working days (from the date of service or postmark of the notice if mailed) in which to request, in writing, a hearing. Such request for a hearing must be received by the Superintendent or his/her designee within the ten (10) day period. A letter shall be included in the notice of charges, the signing and return of which by the unit member shall constitute a denial of the charges and a request for a hearing.
4. The written notice of charges shall be served on the unit member either in person or sent by certified mail to the last known address of record of the unit member.
5. The written statement of charges shall also include notice of the recommended discipline.
6. If the unit member does not file a request for a hearing as stated in C.3. above, the disciplinary action recommended by the Superintendent shall be final and shall be implemented at the direction of the Superintendent.
7. Suspension without pay under this procedure shall not exceed fifteen (15) days.
8. Hearing by Board
 - A. Upon timely request for a hearing, the Superintendent shall immediately establish a hearing date before the District Board of Trustees.
 - B. Such hearing must be held within thirty (30) calendar days of the request for hearing unless the parties agree otherwise.

- C. The decision of the Board shall be in writing and shall be final and binding on all parties.
 - D. All issues and defenses regarding the charges, the penalty, and procedure must be raised at the hearing.
 - E. The Board shall determine the relevancy, weight and credibility of testimony and other evidence and shall base the written decision on the preponderance of evidence.
 - F. Both parties will be allowed an opening statement and closing arguments, the opportunity to introduce evidence and present witnesses, and the opportunity to examine and/or cross-examine such witnesses. Both parties may be represented by legal counsel or other designated representatives.
 - G. Such hearing shall not be open to the public, unless the unit member requests otherwise.
 - H. A court reporter shall be present at the hearing at the request of either party or the Board. The costs shall be paid by the parties requesting the reporter. Each party shall pay for its own transcript if such is requested.
9. Both parties agree to make a good faith effort to keep confidential any and all information regarding actual or proposed disciplinary action.
10. Any alleged violation, misapplication, or misinterpretation of these procedures must be grieved within the hearing process of this Article.

ARTICLE 22

DISTRICT SUPPORT FOR PROGRAMS

- 22.1 Unit members will be an integral part of the Local Control Accountability Planning process at both the site and district level. In concert with the district's shared decision making practices staff will be engaged in the process of creating a budget that supports teaching and learning. *Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section [52052](#), is critical to the LCAP and budget process. Education Code sections [52062](#) and [52063](#) specify the minimum requirements for school districts.*
- 22.2 Satellite Schools It is understood that the duties of a satellite school teacher are different and more varied than those at the main site. For Unit members' teaching in satellite schools, the 1400 extra duty minutes will apply to those duties. The site principal and the unit member will work together to determine extra duty responsibilities that are applicable to the specific site needs. A five hour per day Instructional Assistant will be provided at each site for added supervision.
- 22.3 Alternative Programs-Continuation and Community Day School-Every effort will be made to ensure that case loads, schedules and number of preps are organized in a manner that best meets the needs of the teaching and learning process. There will be ongoing communication between the principal, the counselor, and the teaching staff to accommodate needs.

ARTICLE 23

SHARED DECISION MAKING

23.1. History

The District Advisory Committee was formed in the fall of 1996 with the intention of representing all elements of the school community in the decision-making process. The goal was to eliminate duplication of efforts, increase community and staff buy-in, and do the research to advise the board on a variety of issues. DAC replaced various committees, including the Calendar Committee, the Facilities Committee, the Restructuring Committee, and the Executive Budget Committee.

23.2. Purpose

23.2.1. The District and the Association recognize that shared decision making, in which employees at individual schools and members of the school community are given increased responsibility for making decisions, may improve effective professional practice and the educational process, may improve the school's productivity, and may ensure that learning and teaching are enhanced. The process includes involvement of all segments of the school community and is based on mutual trust, shared responsibility, and accountability. Accordingly, in order to facilitate the development and implementation of shared decision making procedures in the School District, the parties agree as follows:

23.3. District Advisory Council

23.3.1. A Shared Decision Making Council, also known as the District Advisory Committee (DAC), shall be convened during the first full month of each school year.

23.3.3. Participants

The District Advisory Committee (DAC) will be comprised of the following: Three certificated members of the Long Valley Teachers Association (LVTA), three classified members of the California Schools Employee Association (CSEA), the superintendent or business manager, two principals, two school board members, one rep from the American Indian community, and one non-school member from each of the site councils, as well as a high school student representative. Additional participants may be appointed by the District Advisory Committee for service on Special Committees, attempting to maintain the same representation established in the DAC for appointees. The represented groups may appoint alternates to attend DAC meetings at which members may be absent.

23.3.4. Method of Selection

Superintendent and principal(s) will serve by virtue of their position. All other representatives will volunteer, or be elected from their constituent groups.

23.3.5. Terms of Office/Meetings

Members will serve a one (1) year term, the chairperson to be elected by the council members at the first meeting of each year. The council will meet on a regular monthly basis, or more frequently, as needed.

23.3.6. District Advisory Committee Responsibilities

23.3.6.1. The District Advisory Committee shall have the following functions and responsibilities:

1. Serve as Advisory group to the Board.
2. Advise the Board as to how district budget is allocated.
3. Serve as a forum for improved communication throughout the district.
4. Serve as a forum for ongoing restructuring discussions.
5. Serve as an Advisory Committee for planning/problem solving.
6. Serve as a committee for facility planning.
7. Create school calendar options with input from the stakeholders.
8. Study and receive training on shared decision making.
9. Sponsor training programs for shared decision making and give workshops to all members of the school community.
10. Review School Site Council projects and activities on a yearly basis as submitted to it by Site Councils.
11. Support collaboration among school site administrators, staff, and parents in the allocation of resources at the school sites.
12. Any subcommittee created by the DAC will be chaired by a DAC member who will represent the committee's progress and recommendations back to the DAC.
13. DAC will also conduct yearly satisfaction surveys of students, staff, and parents. Survey results will be released by March 15th, before scheduling takes place, so that school Site Councils can use the information to target areas for improvement.

23.3.7. The District Advisory Committee shall consider all points of view and shall solicit the advice and counsel of parent organizations, other employee groups and all other interested parties. All DAC meetings shall be open meetings.

23.3.8. The District Advisory Committee is prohibited from hiring, firing, evaluating, or directing the work of Unit Members or establishing merit pay for members.

23.3.9. Problem Solving

The DAC will serve as a forum for discussion regarding conflict that may arise from the shared decision making process. Recommendations for resolution will be forwarded to the superintendent.

23.3.10. Review

All district-wide shared decision making arrangements will be reviewed periodically by the DAC, who will report to the board. The board shall periodically review the effectiveness of the DAC as an advisory committee.

23.3.11. Role of District Advisory Committee Members

23.3.11.1. Representatives of the Board of Education, administration, staff, students, and parents shall work together to develop and strengthen the shared decision making process.

23.3.11.2. The Principal of each site will serve as an agent of change. He/she will work to broaden and sustain the commitment to student learning by involving stakeholders in the decision making process.

23.3.11.3. The Superintendent will promote a district wide culture that values collaboration among stakeholders.

23.3.11.4. The staff of each site will share their experience and expertise by actively participating in a model of school improvement that emphasizes collaboration and shared decision making.

23.4. Shared Decision Making at the Site Level

Each site administrator and staff will work on a model for shared decision making at their site.

The goals of shared site-level decision making in the Laytonville District will be to allocate resources that improve teaching and learning, to create avenues for the broadest participation, and to utilize manageable, incremental steps to adjust decisions based on experiences over time. It is the responsibility of the site administrator and staff to develop a model of shared site-based decision-making to accomplish these goals.

Addendum: Nothing in this agreement shall preempt the management rights of the Board, as provided in Education Code, Article 4, "Powers and Duties," beginning with Section 35160.

ARTICLE 24

EFFECTS OF LAYOFFS

24.1. Severance Rights

24.1.1. A Unit Member who is laid off shall be entitled, along with his/her dependents, to continue enrollment in any health and welfare plan offered by the District to Unit Members. The District shall pay the necessary premiums for two (2) months from the last day of the month in which the Unit Member is covered by his/her employment. Thereafter, the Unit Member may, if he/she chooses, continue to pay the necessary premium on a monthly basis.

24.1.2. The District shall assist any Unit Member who is laid off in obtaining any unemployment insurance to which he/she is entitled.

24.2. Recall Rights

24.2.1. Laid off members shall have first priority for filling any vacancies or open positions which occur up to thirty-nine (39) months following the effective date of his/her layoff.

24.2.2. If any vacancy or open position, including but not limited to, temporary and substitute positions occurs, the District shall offer the position to the most senior laid off Unit Member with a credential allowing him/her to perform the service required by the vacant position. Such offer shall be by registered letter to the laid off Unit Member's current mailing address on file with the District.

24.2.3. Laid off Unit Members shall have the right to reject any job offer without waiver of any recall rights. Laid off Unit Members may waive their right to reappointment for up to one (1) year.

24.2.4. No vacant position shall be filled by a new probationary employee unless the District first has reclassified any recalled laid off Unit Members to permanent status.

24.2.5. The District shall make every effort to call laid off Unit Members to substitute before calling people on the regular substitute list. Laid off Unit Members shall have priority on the substitute list.

24.3. Leaves

24.3.1. Opportunities shall be made available to all non-laid off employees to take leaves of absence to provide possible vacancies in the District regardless of the May 1st cutoff date.

24.4. Class Size Impact

24.4.1. Should layoff cause the class size limits in the contract to be breached, the Association and the District shall meet and negotiate in an attempt to determine appropriate remedies within a five (5) working day period of the notice given to the District of the impact by the Association. If no remedy can be agreed upon within ten (10) working days, the language in the contract for Class Size shall take effect.

24.4.2. If Special Education teachers are laid off, teachers receiving the mainstreamed students shall receive assistance from the District, which will provide materials, diagnosis, and prescriptive learning programs for the special needs of newly mainstreamed students. The District will determine the level of assistance, timelines, materials, diagnostic and prescriptive support available for teachers receiving mainstreamed students as a result of layoffs.

24.4.2.1. No teacher shall have his/her evaluation adversely affected because of mainstreamed students without proper District help as defined in section 24.4.2 above, and released time inservice programs created to discuss and review the special problems of students being newly mainstreamed. This inservice can be provided individually or during district-wide inservice days. If after receiving assistance the teacher's performance is unsatisfactory, standard evaluation language as per the contract shall apply.

24.5. Job Descriptions

24.5.1. Any job description changes as a result of layoffs, not usually done by a Unit Member or outside the member's credentialing, shall be discussed with the Association prior to any change implemented by the Board.

24.6. Transfers Specific to Layoff Situations may be found in Article 12, Transfers.

24.7. Order of Termination Specific to Layoffs among Certificated Employees With the Same Date of Paid Service

24.7.1. The following criteria shall be applied at the time of a layoff:

(1) Credentials (excludes waivers) of probationary or permanent full-time employee

1 point per credential

(2) Credentials to teach or serve in a special education, Pupil Personnel, or bilingual program

1 point per credential

(3) Years of experience previous to employment in Laytonville Unified School District as a full-time, credentialed teacher in a probationary, or permanent, K-12 assignment in a public school or California private school.

1 point per year

(4) Number of supplementary authorizations

1 point per supplementary authorization

(5) Earned degrees beyond BA/BS level

1 point per degree

(6) Language skills relevant to a proven District need.

1 point for Spanish skills if the employee does not possess a bilingual credential and passes a district proficiency test.

24.7.2. Tie-Breaking Procedure

In the event that employees with the same date of paid service have equal qualifications based on application of the above criteria, the District will then break ties utilizing a lottery.

ARTICLE 25

NATIONAL BOARD CERTIFICATION

25.1 Certificated staff possessing National Board Certification will be compensated \$1000.00 annually for five years.

ARTICLE 26

SPECIALIZED HEALTH CARE PROCEDURES

26.1. The District shall provide each Unit Member who is, or is likely to be, required to provide specialized health care, training as deemed appropriate on a case by case basis.

26.2. No Unit Member shall be required to provide specialized health care service if, in concurrence with the teacher and the principal or his/her designee, the task exceeds the Unit Member's training or experience.

26.3. Unit Members shall not perform specialized health care services without expressed authorization from the District, except in an emergency.

ARTICLE 27

INDEPENDENT STUDY OPTIONS PROGRAM

27.1. Definitions

27.1.1 Average class size is to be calculated using the previous year's enrollment at P-2:

Grades K-8: number of direct instruction students K-8 divided by the number of direct instruction K-8 FTE certificated classroom teachers rounded down.

Note: excluded are FTE certificated staff who taught Special Education Classes or were not on direct instructional duty, such as counselors, education specialists and administrators.

Grades 9-12: One FTE is defined as seven (7) hours of instruction.

27.2. Conditions of Employment

27.2.1. One (1) FTE Teaching Load is the K-8 Average Class Size. Unit Members with fractional FTE's would have a proportional load rounded down.

1. One FTE teaching load 9-12 not to exceed 25 students

2. Unit Members 9-12 assigned one or more periods of Independent Study will have a proportional load not greater than the equivalent of 25 students, rounded down.

27.2.2 Additional teacher(s) may be hired on an hourly basis as needed at the rate of 2 hours per student per week, with one hour for prep and one hour for the appointment. Unit members will be compensated at their contracted hourly rate of pay.

27.3. Salary Schedule

27.3.1. Each contracted ISOP teacher will be given credit for years of experience based on the percentage of FTE he/she has accrued thus far, and be placed appropriately on the salary schedule.

27.4 Short Term Contract

27.4.1 Unit members will be compensated at the supplemental rate of \$30/hour. Unit members teaching in a self-contained classroom will be paid 2 hours of supplemental pay per 5 days of a short term contract. Days beyond the 5 day contract, which are not in increments of 5 days, will be prorated. Unit members teaching in non-self-contained classrooms (high school and some middle grades) will be compensated .30 of an hour per period for each five day contract.

27.4.2 Unit members are responsible for returning signed and completed contracts to the site office within 5 days of the contract due date. If the contract is not returned within those five days unit members forfeit compensation. .

27.4.3 Unit members are responsible for turning in supplemental time on the supplemental time sheet by the 20th of the month that supplemental work was completed.

27.4.4 The District will adhere to the Independent Study Options contract language regarding incomplete contracts resulting in not granting another contract unless parents, staff, administration and student agree that it is in the best interest of the student to provide the short term contract

27.4.5 When a short term contract is extended beyond three consecutive weeks, the contract will become a long-term contract and unit member will be compensated at their contracted hourly wage for two hours/week/student

ARTICLE 28
SIGNATURE CLAUSE

IN WITNESS WHEREOF, the parties to this Agreement have caused the Articles and Appendices to be executed by their agents hereunto duly authorized:

Calvin Harwood, President
Board of Education
Laytonville Unified School District

Date

Joan Potter, Superintendent
Laytonville Unified School District

Date

Suzanne Dunham, President
Long Valley Teachers Association

Date

APPENDIX A

SALARY SCHEDULE RULES

A.1. Experience Credit

A.1.1. There shall be year-for-year recognition given to experience outside the District up to a maximum of ten (10) years.

A.1.2. One increment shall be granted for each year's experience in the district with or without interruption.

A.1.3. Experience in private schools shall be allowed at the same rate as in Section A.1.1, providing the Unit Member is credentialed while performing the service.

A.1.4. All Unit Members new to the system must produce verification of training and experience before October 1st of the contract year in order to have contract evaluated.

A.1.5. Unit Members may not advance more than one (1) column per year.

A.2. Credit for Units Earned After Granting of Degree

A.2.1. Advancement beyond Column 1 is based upon units earned after granting degree. Graduate courses that do not count for granting of degree will be counted toward advancement.

A.2.2. Salary adjustments shall be made when verified units are approved by the Unit Verification Committee. October 1st is the last day for filing transcripts in the Superintendent's office. If the Superintendent determines that extenuating circumstances totally beyond the control of the Unit Member exists, then an extension of time shall be granted.

A.2.2.1 The Unit Verification Committee will consist of the Superintendent or his/her designee, a unit member appointed by the LVTA President and a Governing Board representative.

A.2.3. When evaluating years of experience, any fractional combination of less than seven (7) months is not counted for outside experience. A Unit Member who completes at least one-half of a school year in the District will be allowed to advance one (1) year on the salary schedule the following year.

A.2.4. Community college courses must have prior written approval of the Superintendent.

A.2.5. Additional lower division courses taken must have written approval of the Superintendent in advance.

A.2.6. Salary advancement credit may be granted for professional development training courses and workshops as determined by the District, with one unit of credit granted for each workshop or course involving 16 hours of uncompensated preparation related to the implementation of workshop and training

material within the District. A maximum of five professional development salary credit units may be used per salary column shift. Courses and workshops must have prior approval of the Superintendent.

A.3. Unit Member Placement

A.3.1. All Unit Members with a preliminary California Credential will be placed at AB + 30 on the salary schedule. All approved units in addition to AB + 30 and all approved units earned after the granting of the clear credential will go toward salary advancement. Units completed prior to hiring can be credited to more than one column movement ~~post-clearing credential~~. After initial placement with cleared credentials unit members would only move one column per year.

All unit members hired without a credential will be placed on Column 1, Step 1. Movement from Column 1 occurs the school year following the unit member's receipt of a California Credential.

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	BA+ up to 30	30 BA+ up to	BA +45	BA +60	BA +75	BA +90
	Non-Credentialed	Credential				
Step 1	44309	46309	47158	48024	48909	49809
Step 2	45309	47158	48024	48909	49809	50729
Step 3		48024	48909	49809	50729	51670
Step 4		48909	49809	50729	51670	52626
Step 5		49809	50729	51670	52626	53601
Step 6		50729	51670	52626	53601	54597
Step 7		51670	52626	53601	54597	55612
Step 8			53601	54597	55612	56647
Step 9			54597	55612	56647	57703
Step 10				56647	57703	58782
Step 11				57703	58782	59881
Step 12					59881	61001
Step 13					61001	62144
Step 14					62144	63313
Step 15					63313	64503
Step 16					64503	65714
Step 17					65714	66953
Step 18					66953	68216
Step 19					68216	69503
Step 20					69503	70817
Step 21					70817	72155
Step 22					72155	73523
Step 23					73523	74915
Step 24					74915	76338
Step 25					76338	77790
Step 26						79269
Step 27						80778
Step 28						82317
Step 29						83887
Step 30						85488
	Masters or Doctorate \$2500					
	NBCT Stipend \$1000 annually for five years					

Staff Sub \$30 per class period
Summer School: proportional daily rate
Categorical Financed Extra-\$30/hr
Salary schedule based on 185 day work year

APPENDIX C OUTSIDE DUTIES

The following positions will be filled by certificated employees. If a certificated employee is unavailable to fill a position, it will be opened to non-certificated applicants. Unit members who coached the previous year/season shall be granted first right of refusal to coach the following year/season. If more than one certificated employee applies for an open position refer to the criteria in Article 12.1.1 for determining placement.

The following positions will be filled by the District in a timely manner. It is the District's goal to fill these positions prior to the start of school in the fall. If filled by a Unit Member, the position may be either a period or a stipend. If filled by a non-Unit Member, the stipend will be paid. Site administrators will meet with staff to discuss outside duty/stipend position options for the following year. Site administrators and staff will decide which positions will be offered, based on the budget and student needs.

Coaching Positions*

The following coaching positions may be filled at the discretion of the District in conjunction with the respective Athletic Directors:

LHS Head Varsity Football Coach	1800	LHS Wrestling Coach	1800
LHS Junior Varsity Football Coach	1400	LHS Varsity Girls' Vball	1800
LHS Assistant Football Coach	1400	LHS J.V. Girls' Vball	1400
LHS Varsity Boys' Soccer Coach	1800	LHS Track & Field Coach	1800
LHS Varsity Girls' Soccer Coach	1800	LHS Head V Boys' Basketball	1800
LMS Girls' Volleyball Coach	1400	LHS Head VGirls' Basketball	1800
LMS Girls' Basketball Coach	1400	LHS J.V. Boys' Basketball	1400
LMS Boys' Basketball Coach	1400		
LHS J.V. Girls' Basketball Coach	1400	LMS Girls' Softball Coach	1400
1400			
LHS Boys' Baseball Coach	1800	LMS Co-ed Soccer Coach	1400
1400			
LHS Girls' Softball Coach	1800		

Year-round Positions*

The following positions will be filled by the District in a timely manner. It is the District's goal to fill these positions prior to the start of school in the fall. If filled by a Unit Member, the position may be either a period or a stipend. If filled by a non-Unit Member, the stipend will be paid. Site administrators will meet with staff in May to discuss outside duty/stipend position options for the following year. The District will provide site administrators with the budget allocations for outside duty/stipend positions for the following year. Site administrators and staff will decide which positions will be offered, based on the budget and student needs.

LHS Athletic Director	2600	Accreditation Com. Chair	1800
LHS Student Activities Coordinator	2500	LMS Athletic Director	2000
LHS Yearbook Advisor	1800	LMS Yearbook Advisor	1400
LHS Newspaper Advisor	1800	Garden Director	1800
LSA (Cheerleading) Advisor	2200 (1100 per season)		

Seasonal Positions*

The following positions will be filled by the District in a timely manner. It is the District's goal to fill these positions prior to the start of school in the fall. If filled by a Unit Member, the position may be either a period or a stipend. If filled by a non-Unit Member, the stipend will be paid. Site administrators will meet with staff in May to discuss outside duty/stipend position options for the following year. The District will provide site administrators with the budget allocations for outside duty/stipend positions for the following year. Site administrators and staff will decide which positions will be offered, based on the budget and student needs.

Music/Drama Director (minimum one production per year)	1900
Assistant Music/Drama Director (minimum one production per year)	1400
LHS Mock Trial Director	2200
LHS Odyssey of the Mind Advisor	2000
LMS Odyssey of the Mind Advisor	1600
LES Odyssey of the Mind Advisor	1600

***Any stipend may be raised, but not lowered, at the discretion of the School Board.**

APPENDIX D

Teacher Evaluation Handbook

Laytonville Unified School District



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Introduction

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

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

Our evaluation process is specifically designed to:

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

Included in the following pages are:

- ☒ Evaluation timelines
- ☒ Sample documents:
 - ✓ Goal Setting Conference form
 - ✓ Pre-Observation Conference form
 - ✓ Teacher Reflection form
 - ✓ Observation Feedback form
 - ✓ Evaluation form
- ☒ California Standards for the Teaching Profession (CSTP)
- ☒ A description of the Developmental Continuum of Teacher Abilities

Procedures

A differential evaluation process is used based on a teacher's years of service with the LUSD and previous performance:

- ☒ First year teachers: (includes Pre-Interns and Interns)
 - ✓ Meeting with supervisor to review evaluation process and CSTP
 - ✓ A minimum of 1 required unscheduled observation – Beginning 15/16
 - ✓ Ongoing unscheduled, informal observations will occur regularly
 - ✓ A minimum of 2 scheduled observations
 - ✓ Final evaluation conference
 - ✓ Focus on standard 2, and either 1 or 3; Final Evaluation will include all 6 standards
- ☒ Second year teachers:
 - ✓ Goal setting conference
 - ✓ A minimum of 2 scheduled observations
 - ✓ Ongoing unscheduled, informal observations will occur regularly
 - ✓ Final evaluation conference
 - ✓ Focus on standards 2 and either 1 or 3 (the one not focused on previously) and either 4 or 5; Final Evaluation will include all 6 standards
- ☒ Provisional (three years or more) in the district
 - ✓ Goal setting conference
 - ✓ Evaluated yearly
 - ✓ A minimum of 2 scheduled observations
 - ✓ Ongoing unscheduled, informal observations will occur regularly
 - ✓ Final evaluation conference
 - ✓ Evaluated on all 6 standards with a focus on 2 mutually agreed upon standards
- ☒ Permanent
 - ✓ Goal setting conference
 - ✓ Evaluated every other year
 - ✓ A minimum of 1 scheduled observation
 - ✓ Ongoing unscheduled, informal observations will occur regularly
 - ✓ Final evaluation conference
 - ✓ Evaluated on all 6 standards with a focus on 2 mutually agreed upon standards

Timelines

SCHEDULE OF EVALUATION:

- Probationary (0, 1 or 2) - every year (Probationary 0 = Pre-Intern or Intern)
- Permanent - every other year (3-10 years in the District)
- Permanent-Unit Members with permanent status who have been employed at 11 or more years with the school district; are highly qualified, as defined; and whose previous evaluation merited an exemplary rating upon the principal's evaluation may be evaluated at least every five years. The certificated employee or the evaluator may withdraw consent at any time.

Setting Goals and Objectives

NEW CERTIFICATED (1st year includes pre-intern and interns)	SECOND YEAR CERTIFICATED (with LUSD)	PERMANENT (3 -10 years in district)	PERMANENT (11 or more years in district)
<p><u>Setting Goals & Objectives</u></p> <ul style="list-style-type: none"> ☑ Conference to set goals by September 30th. <ul style="list-style-type: none"> ✓ Review evaluation process ✓ Overview California Standards for the Teaching Profession Focus on Standard II ✓ Agree upon which additional Standard I or III ✓ Set 1st Observation Date/Pre-Conference Date 	<p><u>Setting Goals & Objectives</u></p> <ul style="list-style-type: none"> ☑ Conference to set goals by November 1st. <ul style="list-style-type: none"> ✓ Standard II ✓ Standard I or III (area not focused on last year) ✓ Standard IV or V 	<p><u>Setting Goals & Objectives</u></p> <ul style="list-style-type: none"> ☑ Conference to set goals by November 1st. <ul style="list-style-type: none"> ✓ Evaluated on all 6 Standards ✓ 2 Standards are chosen as focus areas 	<p><u>Setting Goals & Objectives</u></p> <ul style="list-style-type: none"> ☑ Conference to set goals by November 1st. <ul style="list-style-type: none"> ✓ Evaluated on all 6 Standards ✓ 2 Standards are chosen as focus areas ☑ or Alternative Evaluation

Scheduled First Observations

NEW CERTIFICATED (1st year includes pre-intern and interns)	SECOND YEAR CERTIFICATED (with LUSD)	PERMANENT (3 -10 years in district)	PERMANENT (11 or more years in district)
<p><u>1st Scheduled Observation</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Pre-conference: <ul style="list-style-type: none"> ✓ Teacher/principi pal reviews pre- observation form prior to observation ✓ Followed by face to face conversation ✓ Administrator shares information (positive and areas of concern)regar ding informal observations <input checked="" type="checkbox"/> 1st Scheduled observation & post-conference within 10 days of the observation. <ul style="list-style-type: none"> ✓ Focus on Standard II, Standard I or III 	<p><u>1st Scheduled Observation</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Pre-conference: <ul style="list-style-type: none"> ✓ Teacher/prin cipal reviews pre- observation form prior to observation ✓ Followed by face to face conversation ✓ Administrato r shares information (positive and areas of concern)rega rding informal observations <input checked="" type="checkbox"/> 1st Scheduled observation & post-conference within 10 days of the observation. <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Focus on Standard II, Standard I or III (area not focused on last year) Standard IV or V 	<p><u>1st Scheduled Observation</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Pre-conference: <ul style="list-style-type: none"> ✓ Teacher/princi pal reviews pre- observation form prior to observation ✓ Followed by face to face conversation ✓ Administrator shares information (positive and areas of concern)regard ing informal observations <input checked="" type="checkbox"/> 1st Scheduled observation & post-conference within 10 days of the observation. <ul style="list-style-type: none"> ✓ Focus on selected Standards ✓ Assessed and feedback provided on all 6 standards 	<p><u>1st Scheduled Observation</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Pre-conference: <ul style="list-style-type: none"> ✓ Teacher/princi pal reviews pre- observation form prior to observation ✓ Followed by face to face conversation ✓ Administrator shares information (positive and areas of concern)regard ing informal observations <input checked="" type="checkbox"/> 1st Scheduled observation & post-conference within 10 days of the observation. <ul style="list-style-type: none"> ✓ Focus on selected Standards ✓ Assessed and feedback provided on all 6 standards
December 15 Completion	November 15 Completion	February 1 Completion	May 1 Completion

Scheduled Second Observations

<p><u>2nd Scheduled Observation</u></p> <p><input checked="" type="checkbox"/> Pre-conference:</p> <ul style="list-style-type: none"> ✓ Teacher submits pre-observation form ✓ Followed by face to face conversation ✓ Administrator shares information (positive and areas of concern) regarding informal observations <p>✓</p> <p><input checked="" type="checkbox"/> 2nd Scheduled observation & post-conference within 10 days of observation.</p> <p>February 1 Completion</p>	<p><u>2nd Scheduled Observation</u></p> <p><input checked="" type="checkbox"/> Pre-conference:</p> <ul style="list-style-type: none"> ✓ Teacher submits pre-observation form ✓ Followed by face to face conversation ✓ Administrator shares information (positive and areas of concern) regarding informal observations <p>✓</p> <p><input checked="" type="checkbox"/> 2nd Scheduled observation & post-conference within 10 days of observation.</p> <p>February 1 Completion</p>	<p><u>2nd Scheduled Observation</u></p> <p><input checked="" type="checkbox"/> Pre-conference:</p> <ul style="list-style-type: none"> ✓ Teacher submits pre-observation form ✓ Followed by face to face conversation ✓ Administrator shares information (positive and areas of concern) regarding informal observations <p>✓</p> <p><input checked="" type="checkbox"/> 2nd Scheduled observation & post-conference within 10 days of observation.</p> <p>May 1 Completion</p>	<p><u>2nd Scheduled Observation</u></p> <p><input checked="" type="checkbox"/> Not required unless an overall unsatisfactory is to be issued in which case a 2nd and 3rd observation need to be completed by May 1.</p>
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Final Evaluations

NEW CERTIFICATED (1st year includes pre-intern and interns)	SECOND YEAR CERTIFICATED (with LUSD)	PERMANENT (3 -10 years in district)	PERMANENT (11 or more years in district)
Final Evaluation	Final Evaluation	Final Evaluation	Final Evaluation
February 15 Completion	February 15 Completion	May 15 Completion	May 30 Completion

Goal Setting Form

To be Completed in August or

Name_____	School Year_____
School/Site_____	Position_____
Status: ____First year with LUSD	____Second year with LUSD
____Permanent 3-10 years with LUSD	____Permanent - more than 10 years with LUSD

- ☒ First year teacher with LUSD: You will be evaluated on all six standards; the focus will be on two (2) Standards; these will be Standard **II** and either Standard **I** or **III**.
 - ☒ Second year teacher with LUSD: You will be evaluated on all six standards; the focus will be on two (2) Standards;; these will be Standard **II** and either Standard **I** or **III** (**whichever Standard you did not focus on last year**) and Standard **IV** or **V**.
 - ☒ Permanent teacher with LUSD: You are responsible for and will be evaluated on all six (6) Standards. Choose a minimum of two (2) focus areas/standards and identify specific objectives and activities by answering the questions in your chosen areas. These foci need to be mutually agreed upon by the evaluator and the evaluatee.
1. Engaging & Supporting All Students In Learning
 - 1.1. Using knowledge of students to engage them in learning
 - 1.2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
 - 1.3. Connecting subject matter to meaningful, real-life contexts
 - 1.4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
 - 1.5. Promoting critical thinking through inquiry, problem solving, and reflection
 - 1.6. Monitoring student learning and adjusting instruction while teaching

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

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

Goal Setting Form

2. Creating & Maintaining Effective Environments For Student Learning

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

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

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

3. Understanding And Organizing Subject Matter For Student Learning

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

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

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

4. Planning Instruction And Designing Learning Experiences For All Students

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

Goal Setting Form

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

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

5. Assessing Students For Learning

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

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

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

6. Developing As A Professional Educator

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

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

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

Goal Setting Form

This year my focus will be on Standard_____ and Standard_____

Evaluator's Signature

Date

Evaluatee's Signature

Date

Name_____Year_____

School_____Position_____

Pre-Observation Form for Teacher
LESSON PLAN

Please answer these questions or complete the statements and present to site principal prior to observation.

1. Leading up to this lesson we...

2. You will observe me teaching... (Teaching Standards)

3. Following this lesson we...

4. What do you expect your students to know or be able to do at the end of this observation?

5. What activities will you and your students be doing?
 - a. What accommodations/modifications are you using to meet individual needs?

6. What evidence will let you know if your lesson is successful?

Evaluator's Signature

Date

Evaluatee's Signature

Date

Pre-Observation Form for Teacher

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

<p>1. Engaging & Supporting All Students In Learning</p> <ul style="list-style-type: none"> 1.1. Using knowledge of students to engage them in learning 1.2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3. Connecting subject matter to meaningful, real-life contexts 1.4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5. Promoting critical thinking through inquiry, problem solving, and reflection 1.6. Monitoring student learning and adjusting instruction while teaching 	<p>4. Planning Instruction And Designing Learning Experiences For All Students</p> <ul style="list-style-type: none"> 4.1. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction Establishing and articulating goals for student learning 4.2. Establishing and articulating goals for student learning 4.3. Developing and sequencing long-term and short-term instructional plans to support student learning 4.4. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
<p>2. Creating & Maintaining Effective Environments For Student Learning</p> <ul style="list-style-type: none"> 2.1. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4. Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5. Developing, communicating, and maintaining high standards for individual and group behavior 2.6. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7. Using instructional time to optimize learning 	<p>5. Assessing Students For Learning</p> <ul style="list-style-type: none"> 5.1. Applying knowledge of the purposes, characteristics, and uses of different types of assessments 5.2. Collecting and analyzing assessment data from a variety of sources to inform instruction 5.3. Reviewing data, both individually and with colleagues, to monitor student learning 5.4. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5.5. Involving all students in self-assessment, goal setting, and monitoring progress 5.6. Using available technologies to assist in assessment, analysis, and communication of student learning 5.7. Using assessment information to share timely and comprehensible feedback with students and their families
<p>3. Understanding And Organizing Subject Matter For Student Learning</p> <ul style="list-style-type: none"> 3.1. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3. Organizing curriculum to facilitate student understanding of the subject matter 3.4. Utilizing instructional strategies that are appropriate to the subject matter 3.5. Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6. Addressing the needs of English learners and students with special needs to provide equitable access to the content 	<p>6. Developing As A Professional Educator</p> <ul style="list-style-type: none"> 6.1. Reflecting on teaching practice in support of student learning 6.2. Establishing professional goals and engaging in continuous and purposeful professional growth and development 6.3. Collaborating with colleagues and the broader professional community to support teacher and student learning 6.4. Working with families to support student learning 6.5. Engaging local communities in support of the instructional program 6.6. Managing professional responsibilities to maintain motivation and commitment to all students 6.7. Demonstrating professional responsibility, integrity, and ethical conduct

**Post-Observation Form for Teacher
OPTIONAL**

Name_____Year_____

School_____Position_____

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

1. What worked well?

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

3. What would you change?

4. Recommendations?

Evaluator's Signature

Date

Evaluatee's Signature

Date

**This information has been discussed at my post-observation conference.
I choose to _____ I choose not to _____ have it included with my evaluation documents as part of my personnel file. *(please initial the appropriate blank)***

Observation Form for Evaluator
OBSERVATION OF TEACHING PERFORMANCE

Name: _____

School: _____

Supervisor: _____

Assignment: _____ Dates: _____

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

1. DOES NOT MEET STANDARDS
2. PARTIALLY MEETS STANDARDS
3. MEETS STANDARDS
4. EXCEEDS STANDARDS
5. EXEMPLIFIES STANDARDS

☐ Scheduled Observation
☐ Unscheduled Observation

NOT ALL BOXES NEED TO BE CHECKED

	12/15					2/1 OR 5/1				
	1	2	3	4	5	1	2	3	4	5
STANDARD I - Engaging and Supporting All Students in Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Using knowledge of students to engage them in learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Connecting subject matter to meaningful, real-life contexts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Promoting critical thinking through inquiry, problem solving and reflection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Monitoring student learning and adjusting instruction while teaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Observation Form for Evaluator

NOT ALL BOXES NEED TO BE CHECKED

	12/15					2/1 OR 5/1				
	1	2	3	4	5	1	2	3	4	5
STANDARD III - Understanding & Organizing Subject Matter for Student Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Organizing curriculum to facilitate student understanding of the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Utilizing instructional strategies that are appropriate to the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Addressing the needs of English learners and students with special needs to provide equitable access to the content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

	1	2	3	4	5	1	2	3	4	5
STANDARD V - Assessing Students For Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Applying knowledge of the purposes, characteristics, and uses of different types of assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Collecting and analyzing assessment data from a variety of sources to inform instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Reviewing data, both individually and with colleagues, to monitor student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Involving all students in self-assessment, goal setting, and monitoring progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Using available technologies to assist in assessment, analysis, and communication of student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Using assessment information to share timely and comprehensible feedback with students and their families	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Observation Form for Evaluator

NOT ALL BOXES NEED TO BE CHECKED

	12/15					2/1 OR 5/1				
	1	2	3	4	5	1	2	3	4	5
STANDARD VI - Developing As A Professional Educator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Reflecting on teaching practice in support of student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Establishing professional goals and engaging in continuous and purposeful professional growth and development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Collaborating with colleagues and the broader professional community to support teacher and student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Working with families to support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Engaging local communities in support of the instructional program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Managing professional responsibilities to maintain motivation and commitment to all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Demonstrating professional responsibility, integrity, and ethical conduct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Observation Form for Evaluator

Narrative Comments: *INSTRUCTIONS*

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

Observation 1

Standard	Evidence

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

Evaluator's Signature

Date

Teacher's Signature

Observation Form for Evaluator

Narrative Comments: *INSTRUCTIONS*

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

Observation 2

Standard	Evidence

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

Evaluator's Signature

Date

Teacher's Signature

Date

Laytonville Unified School District Summative Evaluation Form

Teacher's Name: _____ School: _____

Supervisor: _____ Assignment: _____ Date: _____

**Probationary
0
(Pre-Intern,
Intern)**

☐

**Probationary 1
First Year as
Certificated
Teacher in
LUSD**

☐

**Probationary 2
Second Year
as Certificated
Teacher in
LUSD**

☐

**Permanent
Three-Ten
Years
Certificated in
LUSD**

☐

**Permanent
Eleven or
more years
Certificated in
LUSD**

☐

1. DOES NOT MEET STANDARDS
2. PARTIALLY MEETS STANDARDS
3. MEETS STANDARDS
4. EXCEEDS STANDARDS
5. EXEMPLIFIES STANDARDS

	1	2	3	4	5
STANDARD I - Engaging and Supporting All Students in Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD II - Creating & Maintaining Effective Environments for Student Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD III - Understanding & Organizing Subject Matter for Student Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD IV - Planning Instruction & Designing Learning Experiences for All Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD V - Assessing Students for Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD VI - Developing as a Professional Educator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Overall Rating
 Unsatisfactory ☐
Overall Rating
 Satisfactory ☐
Overall Rating
 Exemplary ☐
Overall Rating
 Referral to Par
☐

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

Overall Comments:

Supervisor's signature & date

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

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

Laytonville Unified School District

California Standards for the Teaching Profession

<p>1. Engaging & Supporting All Students In Learning</p> <p>1.1. Using knowledge of students to engage them in learning</p> <p>1.2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests</p> <p>1.3. Connecting subject matter to meaningful, real-life contexts</p> <p>1.4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</p> <p>1.5. Promoting critical thinking through inquiry, problem solving, and reflection</p> <p>1.6. Monitoring student learning and adjusting instruction while teaching</p>	<p>4. Planning Instruction And Designing Learning Experiences For All Students</p> <p>4.1. Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</p> <p>4.2. Establishing and articulating goals for student learning</p> <p>4.3. Developing and sequencing long-term and short-term instructional plans to support student learning</p> <p>4.4. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p> <p>4.5. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</p>
<p>2. Creating & Maintaining Effective Environments For Student Learning</p> <p>2.1. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</p> <p>2.2. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</p> <p>2.3. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</p> <p>2.4. Creating a rigorous learning environment with high expectations and appropriate support for all students</p> <p>2.5. Developing, communicating, and maintaining high standards for individual and group behavior</p> <p>2.6. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</p> <p>2.7. Using instructional time to optimize learning</p>	<p>5. Assessing Students For Learning</p> <p>5.1. Applying knowledge of the purposes, characteristics, and uses of different types of assessments</p> <p>5.2. Collecting and analyzing assessment data from a variety of sources to inform instruction</p> <p>5.3. Reviewing data, both individually and with colleagues, to monitor student learning</p> <p>5.4. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</p> <p>5.5. Involving all students in self-assessment, goal setting, and monitoring progress</p> <p>5.6. Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7. Using assessment information to share timely and comprehensible feedback with students</p>
<p>3. Understanding And Organizing Subject Matter For Student Learning</p> <p>3.1. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</p> <p>3.2. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>3.3. Organizing curriculum to facilitate student understanding of the subject matter</p> <p>3.4. Utilizing instructional strategies that are appropriate to the subject matter</p> <p>3.5. Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p> <p>3.6. Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	<p>6. Developing As A Professional Educator</p> <p>6.1. Reflecting on teaching practice in support of student learning</p> <p>6.2. Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3. Collaborating with colleagues and the broader professional community to support teacher and student learning</p> <p>6.4. Working with families to support student learning</p> <p>6.5. Engaging local communities in support of the instructional program</p> <p>6.6. Managing professional responsibilities to maintain motivation and commitment to all students</p> <p>6.7. Demonstrating professional responsibility, integrity, and ethical conduct</p>

We hope that this introduction will help you to understand the use of the Developmental Continuum of Teacher Abilities. The Continuum describes teaching practice and professional development throughout a teacher's career.

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

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

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

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

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

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

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

Glossary of Terms

Continuum:	A document describing different levels of practice or knowledge along various stages of development.
Descriptor:	An individual cell or “box” corresponding to the developmental levels in the Continuum.
Domain:	One of six areas of teaching practice that comprises the Continuum.
Indicator:	An area or sub-domain of teaching practice that comprises the Continuum.
Level:	The levels of teacher development that represent what a teacher should know and be able to do, i.e.:

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

Credit to: UCSC CNTP Continuum of Teacher Abilities

I. Engaging and Supporting all Students in Learning

A. Indicator: Connecting students' prior knowledge, life experience and interests with learning goals

Beginning	Emerging	Applying	Integrating	Innovating
Teacher recognizes the value of students' prior knowledge. Opens lesson to capture students' attention and interest.	Asks questions that elicit students' prior knowledge and helps them connect learning to their own experiences and understandings.	Implements activities and elicits questions that help students make connections between what they know and new concepts.	Implements activities and elicits questions that help students create/connect a new understanding of concepts in relation to learning goals.	Uses questions to revise activities and extend students' ability to synthesize what they know to achieve learning goals.

B. Indicator: Using a variety of instructional strategies and resources to respond to students' diverse needs.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher uses a few instructional strategies and recognizes the need to support learning with materials, resources and technology.	Uses specific strategies based on previous successful teaching and knowledge of students' needs. Uses resources to support learning.	Builds a repertoire of instructional strategies and resources that are appropriately matched to subject matter and are based on knowledge of individual student needs.	Uses a repertoire of appropriate strategies and resources that make the complexity and depth of subject matter understandable to all students.	Consistently draws on an extensive repertoire of appropriate strategies and resources. Adapts and refines strategies while teaching in response to students' needs.
Teacher recognizes the need to model accurate use of written and oral language to support student understanding.	Uses instructional strategies to introduce, explain and restate subject matter concepts and processes, and to support student understanding, language development and participation.	Uses a variety of oral, visual and demonstration strategies to present concepts and to support student understanding, participation and language development.	Builds a repertoire of oral, visual and demonstration strategies to ensure participation and promote language development for all students.	Uses a repertoire of oral, visual and demonstration strategies to extend language development and to ensure each student's fullest participation.

C. Indicator: Facilitating learning experiences that promote self-direction, autonomy, collaboration and choice for all students.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher experiments with small group and individual activities.	Provides opportunities for students to participate in individual and group activities that support student learning.	Provides experiences that support interaction, independent learning and choice.	Facilitates learning experiences that promote collaboration, independent learning and choice.	Facilitates challenging learning experiences that promote collaboration, independent learning and choice for all students.

I. Engaging and Supporting all Students in Learning

D. Indicator: Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher provides opportunities for students to learn and practice skills, and to discuss subject matter content.	Provides opportunities for students to learn and practice skills in meaningful contexts and to discuss and reflect on content and issues.	Encourages all students to ask critical questions, consider diverse perspectives, and apply skills and concepts in real-life contexts.	Provides opportunities for all students to consider diverse perspectives, engage in critical thinking and problem solving in real-life contexts within and across the curriculum.	Facilitates opportunities for all students to consider diverse perspectives, analyze and draw conclusions about content, and to engage in long-term inquiry within and across the curriculum.

E. Indicator: Promoting self-directed, reflective learning for all students.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher monitors student progress within a specific lesson.	Encourages students to monitor their own learning within specific lessons.	Helps all students to develop and use strategies to monitor and reflect on their own learning.	Assists all students to become self-directed learners who are able to set goals, demonstrate and reflect on what they are learning.	Facilitates and extends opportunities for all students to set goals demonstrate, reflect on and evaluate their own learning.

II. Creating and Maintaining Effective Environments for Student Learning

A. Indicator: Creating a physical environment that engages all students.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher arranges classroom furniture for accessibility to students	Arranges classroom furniture for safety, student interaction and movement. Displays student work.	Arranges and adjusts classroom seating to accommodate individual and group learning needs. Displays student work.	Arranges the physical environment to promote individual and group learning. Students help to select and display their work.	Uses the total physical environment as a resource to promote individual and group learning and display student work. Students contribute to the changing design of the environment
Teacher arranges some classroom materials for accessibility to students.	Makes materials, resources and technology accessible to students and establishes expectations for their safe use and care.	Makes materials, resources and technology accessible to all students and maintains expectations, clear routines and procedures while teaching students to value, respect and care for materials.	Creates an environment in which all students have access to materials, resources and technology, and students demonstrate the safe use of materials.	Maintains an environment in which all students access and take full responsibility for the use and care of materials, resources and technology.

II. Creating and Maintaining Effective Environments for Student Learning (continued)

B. Indicator: Establishing a climate that promotes fairness and respect.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher establishes rapport with individual students.	Builds caring, friendly rapport with all students and models equitable, respectful relationships through positive verbal and nonverbal interactions.	Maintains caring, friendly relationships with students and promotes respectful interactions among them. Students act respectfully toward teacher.	Promotes caring, respectful and equitable interactions between students. Students act respectfully toward teacher and each other.	Maintains an environment in which all students demonstrate caring, respectful and equitable relationships with each other and the teacher.
Teacher recognizes student diversity and some prejudiced attitudes and behaviors among students.	Values student diversity and life experience, promotes students' self esteem, and may intervene to address prejudiced attitudes and behaviors.	Promotes students' self-esteem and empathy for others. Teacher develops strategies to help students to identify prejudiced attitudes and behaviors.	Promotes self-esteem, empathy and cooperation among all students. Uses strategies to help students address and challenge prejudice in the classroom.	<i>Fosters an inclusive and equitable learning environment, and helps students to actively challenge prejudice in the classroom, school and community.</i>

C. Indicator: Promoting social development and group responsibility.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher creates opportunities for students to communicate and work together.	Uses activities to develop student communication skills, group responsibility, and a sense of community.	Uses strategies to engage all students in collaborative activities that promote communication, group responsibility and community.	Engages all students in collaborative activities that promote communication and group responsibility to the classroom community.	Facilitates and monitors student collaboration in which students demonstrate responsibility and leadership in problem solving and decision making in the classroom and school community.
Teacher creates opportunities for individual students to have classroom responsibilities	Encourages student autonomy through individual classroom responsibilities and independent activities. Students are encouraged to take initiative in their own work.	Promotes student autonomy through individual classroom responsibilities, independent activities and choice. Students are encouraged to take initiative and follow through on their own work.	Encourages all students to take initiative and follow through on their own work. Students are given opportunities for leadership in the classroom.	Facilitates an environment in which students consistently take initiative for their own learning. Teacher promotes student leadership in the school and community.

II. Creating and Maintaining Effective Environments for Student Learning (continued)

D. Indicator: Establishing and maintaining standards for student behavior.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher establishes expectations for student behavior.	Establishes expectations and consequences. Affirms positive behavior.	Reinforces expectations and implements consequences. Structures opportunities for students to monitor own behavior.	Equitably reinforces expectations and consequences, and coaches all students to monitor their own behavior and each others' in a respectful way.	Facilitates an environment in which students consistently maintain and monitor positive behavior during all activities.
Teacher instructs from one place in the classroom.	Establishes proximity to students during activities to prevent disruptive behavior.	Circulates during activities to respond to students' questions and monitor student behavior.	Circulates during instruction and activities to support engagement, interact with students and monitor their behavior and work.	Circulates during instruction and activities to interact with students, prompt student thinking and assess their progress.

E. Indicator: Planning and implementing classroom rules, procedures and routines.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher establishes some rules to support student learning.	Establishes clear classroom rules, routines and procedures that support student learning.	Maintains clear and equitable rules, routines and procedures and modifies as needed.	Uses strategies to assist students in developing and maintaining equitable rules, routines and procedures.	Assist all students to internalize rules, routines and procedures. Students show ownership of rules.

F. Indicator: Using instructional time effectively.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher provides too much or too little time for students to complete learning activities and non-instructional tasks.	Provides time for students to complete learning activities. Develops some routines for non-instructional tasks. Some transitions are efficient.	Provides adequate time for students to complete learning activities and paces instruction to maintain engagement. Uses transitions to support student engagement.	Paces instruction to review and close lessons, and uses transitions to maintain student engagement. Classroom time is used effectively.	Paces instruction to provide time to review, synthesize, and close lessons. Ensures that all classroom time, including transitions, is used effectively to maximize student learning.

III. Understanding and Organizing Subject Matter for Student Learning

A. Indicator: Demonstrating knowledge of subject matter content and student development.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher uses knowledge of subject matter and student development to support student learning.	Applies knowledge of subject matter and developmental concepts to specific lessons and activities.	Integrates subject matter and developmental knowledge into lessons and specific learning activities.	Uses instructional strategies that demonstrate an understanding of individual students' development in relation to curriculum and learning goals.	Consistently uses understanding of individual students' development to meet learning goals and make the curriculum appropriate and accessible to all students.

B. Indicator: Organizing curriculum to support student understanding of subject matter.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher organizes subject matter themes, concepts and skills to encourage student understanding.	Organizes subject matter themes, concepts and skills within specific content areas to facilitate student understanding and grade level expectations.	Organizes and sequences themes, concepts and skills within specific content areas to facilitate student understanding and to reflect district frameworks.	Organizes curriculum to facilitate student understanding of themes, concepts and skills and demonstrates their relationship across the curriculum.	Organizes and adapts curriculum to facilitate an in depth understanding of themes, concepts and skills in each content area, and demonstrates relationship across the curriculum.

C. Indicator: Interrelating ideas and information within and across subject matter.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher identifies and understands key concepts in subject matter areas.	Identifies and understands key concepts and underlying themes in subject matter areas to help students relate new concepts to previous lessons.	Identifies and integrates key concepts and themes within subject matter areas, and incorporates a range of diverse perspectives to support student learning	Identifies and integrates key concepts and themes within and across curriculum to make connections between concepts and prior learning. Incorporates a range of diverse perspectives to support student learning.	Connects key concepts and themes within and across the curriculum, and builds a wide range of diverse perspectives to extend learning for all students.

III. Understanding and Organizing Subject Matter for Student Learning

D. Indicator: Developing student understanding through instructional strategies.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher develops one or two instructional strategies appropriate to specific subject matter.	Develops instructional strategies appropriate to specific subject matter to support student understanding.	Uses different instructional strategies to encourage thinking and develop connections between concepts within and across subject areas.	Develops and uses a repertoire of instructional strategies that challenge all students to think critically and to construct their own understanding of subject matter.	Uses a wide repertoire of instructional strategies that challenge all students to think deeply and critically, construct their own understanding of curriculum, and develop enthusiasm for subject matter.

E. Indicator: Using materials, resources, and technology to make subject matter accessible to all students.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher recognizes the need to select instructional materials, resources, and technologies for specific lessons that reflect and support student's diverse backgrounds.	Selects and uses instructional materials, resources and technologies to present concepts in subject areas. Some materials reflect diverse perspectives and issues.	Selects and uses relevant instructional materials, resources, and technologies to present concepts in subject areas. Materials reflect diverse perspectives and issues.	Selects and uses a range of relevant instructional materials, resources, and technologies to promote students' understanding of concepts in subject areas. Materials reflect diverse perspectives and issues.	Analyzes and uses a range of relevant instructional materials, resources, and technologies to extend students' understanding of concepts in subject areas. Materials reflect diverse perspectives and issues.

IV. Planning Instruction and Designing Learning Experiences for all Students

A. Indicator: Reflecting all students' backgrounds, interests and developmental learning needs in planning.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher creates individual lessons that may draw from students' prior knowledge and developmental needs.	Understands students' prior knowledge, developmental needs and interests and may reflect these in planning instructions.	Uses students' prior knowledge, developmental needs, interests and diverse backgrounds in planning.	Incorporates students' prior knowledge, development and diverse backgrounds in planning, and adapts to meet students' unique needs.	Designs instruction to build on students' prior knowledge, development and diversity, and to challenge each student at his/her own developmental level.

IV. Planning Instruction and Designing Learning Experiences for all Students (continued)

B. Indicator: Establishing and articulating goals for learning and designing long and short-term plans.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher plans for daily lessons and activities and may have outcomes for student learning.	Plans for daily and weekly lessons and establishes outcomes for student learning in each lesson.	Establishes short-term goals for student learning and ensures that instructional activities are related to learning goals.	Establishes short and long-term goals for learning with high expectations for all students. Instructional activities are related to learning goals.	Articulates short and long-term goals with high expectations for learning and designs activities so all students participate in setting and achieving the goals.

C. Indicator: Developing, sequencing and revising instructional plans.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher plans instruction to motivate students and involve them in learning.	Plans instruction that sequences subject matter concepts to promote student understanding.	Plans sequenced instruction to promote understanding and critical thinking in students.	Sequences and adapts instruction to extend understanding and critical thinking for all students.	Sequences instruction to help students synthesize and apply new knowledge, and to see relationships and connections across subject matter areas.
Teacher's plans contain some materials that make subject matter relevant to students.	Teacher's plans incorporate materials that make subject matter relevant and accessible to students.	Teacher's plans incorporate materials that extend students' understanding of concepts and content.	Teachers' plans incorporate a wide range of materials that extend students' understanding of concepts and content.	Teacher's plans incorporate a wide range of materials that extend students' understanding and critical thinking skills.

D. Indicator: Modifying instructional plans to adjust for student needs.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher plans lessons and follows them as planned.	Teacher modifies lesson plans to make content interesting and relevant.	Teacher revises lesson plans to promote students' understanding of concepts and critical thinking.	Teacher revises short and long-term plans, based on assessment of students' learning, to promote understanding of concepts and critical thinking for all students.	Teacher reflects on and revises the design of instruction in relation to short and long-term goals for learning to extend understanding and critical thinking for all students.

V. Assessing Student Learning

A. Indicator: Collecting & using the results of multiple assessments to guide instruction.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher observes and monitors student learning and records grades.	Observes student learning and uses assessment tools to inform and guide instruction.	Uses a variety of assessments to determine what and how students are learning.	Uses a variety of assessments to guide short and long-term plans and support student learning.	Uses a variety of assessments that are embedded in instruction to guide short and long-term plans and support learning for all students.

B. Indicator: Involving and guiding all students in assessing their own learning.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher uses grades and test scores to help students assess their progress.	Uses guidelines and some assessment tools to help students learn to reflect on and assess their own work.	Engages students in practicing self and peer assessment, and in identifying their own learning goals.	Uses a variety of tools and strategies to teach students how to reflect on and assess their work. Students engage in peer discussion of their work.	Engages all students in practicing self and peer assessment, identifying their own learning goals, and monitoring their progress over time.

C. Indicator: Communicating with students, families, and other audiences about student progress.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher provides students with information about their progress through test scores, grades and report cards.	Provides students with information about their current progress as they engage in learning activities and at regularly scheduled reporting periods.	Provides students with information about their current progress and helps the students use the information to improve achievement.	Provides all students with information about their progress and helps the students use the information to improve achievement.	Uses a variety of assessments to provide all students with comprehensive information about their progress over time. Helps all students to engage in reflection about their growth over time.
Teacher communicates with families at regularly scheduled times.	Initiates communication with families and support personnel at regularly scheduled times and when needed.	Maintains regular communication with all families and support personnel to exchange information about students' social and academic progress.	Exchanges information with all families and support personnel to improve understanding and encourage social and academic progress. Students have opportunities to participate.	Involve families and support personnel as partners in assessment process to improve understanding and encourage social and academic progress. Students share their progress and may lead conferences.

VI. Developing as a Professional Educator

A. Indicator: Reflecting on teaching practice and planning professional development.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher identifies areas for professional growth with assistance from experienced colleagues.	Reflects on instructional successes and dilemmas, and establishes goals for professional development with assistance.	Reflects on teaching practice, modifies and pursues goals for professional development, and assesses growth through collegial support and dialogue.	Assesses teaching practice and modifies and extends plans for professional development through dialogue with colleagues.	Assesses teaching practice and extends professional development through collegial dialogue within the professional community.

B Indicator: Establishing professional goals and pursuing opportunities to grow professionally.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher expands her or his understanding of teaching and learning by observing and interacting with more experienced teachers.	Seeks to expand knowledge and skills through professional development opportunities (e.g. workshops, classes, seminars, etc).	Collaborates with peers on site and participates in professional development opportunities to improve teaching.	Collaborates with district peers, participates in professional development opportunities, and reads current professional literature to refine and extend their teaching.	Contributes to professional organizations, literature, and development opportunities to extend his or her own practice and that of colleagues. Leads professional development.

C. Indicator: Working with communities to improve professional practice.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher learns about students' communities.	Values and respects students' communities and increases understanding of the role of the community in students' lives.	Values and respects students' communities and identifies district social services and community resources.	Uses knowledge of local community's culture, service and resources to support student learning.	Uses knowledge of the community and local services to provide and maintain innovative programs that support all students.

D. Indicator: Working with families to improve professional practice.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher recognizes the role of families in student learning.	Values family backgrounds and their role in student learning. Has positive interactions with families.	Develops a more complete understanding of the role of families' culture, socio-economic and linguistic backgrounds in relation to student learning. Establishes regular communication with families.	Values all students' families and responds to their concerns, develops clear communication, and provides for their participation in the classroom.	Maintains responsive communication with families and provides opportunities for families to actively participate in the classroom and school.

VI. Developing as a Professional Educator (continued)

E. Indicator: Working with colleagues to improve professional practice.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher establishes a positive working relationship with a few colleagues.	Develops collegial relationships that support classroom practice.	Engages with colleagues in dialogue and reflection to support student learning. Contributes to school wide events and learning activities.	Collaborates with colleagues to support learning for all students, contributes to school wide activities, and promotes school goals.	Provides opportunities to collaborate with colleagues to support learning for all students. Provides leadership for and implements school wide decisions, and contributes to the learning of other educators.

F. Indicator: Balancing professional responsibilities and maintaining integrity and motivation.

Beginning	Emerging	Applying	Integrating	Innovating
Teacher has a positive attitude in the classroom and develops an understanding of professional responsibilities.	Maintains a positive attitude, demonstrates professional conduct and seeks support to balance professional responsibilities with personal needs.	Maintains a positive attitude through the year, demonstrates professional integrity, and balances professional responsibility with personal needs.	Maintains motivation and commitment to all students, demonstrates professional integrity, and challenges self intellectually and creatively.	Maintains motivation and commitment to all students and the professional community, demonstrates and models professional integrity, and challenges self intellectually and creatively throughout career.

Time & Work Management

It is the expectation as professionals that we:

- ✓ complete required paperwork in a timely manner.
 - prepare weekly lesson plans.
 - prepare sub plans.
 - prepare emergency sub plans.
 - take and submit Student Attendance daily and turn in on time.
 - prepare appropriately and timely requests for field trips.
- ✓ are punctual and honor professional day expectations.
 - follow procedures to report personal absences in a timely manner.
 - meet with supervisor to revise personal work calendar if needed.
- ✓ demonstrate the ability to see things through.
- ✓ organize the job well.

Relationships with Others

It is the expectation as professionals that we:

- ✓ work cooperatively with all LUSD and host site personnel, other agency personnel and community members.
- ✓ are willing to be approached and to work through issues in a constructive way.
- ✓ cooperate and contribute as team members.
- ✓ are willing to collaborate with colleagues on professional issues and ideas.

Relationships with Students

It is the expectation as professionals that we:

- ✓ display positive attitude toward students.
- ✓ are role models for students.
- ✓ work effectively with students.

Professional

It is the expectation as professionals that we:

- ✓ maintain professionalism under stress/pressure.
- ✓ use the Internet appropriately.
 - use e-mail to communicate with colleagues, support staff and administration.
 - do not e-mail personnel information.
 - keep in mind that any e-mail may be forwarded.
 - use only appropriate internet sites for ourselves and our students.
- ✓ display ability to make and follow through with decisions.
- ✓ maximize time spent in serving the organization's goals.
- ✓ represent the organization positively.
- ✓ take reasonable precautions for personal safety.
- ✓ follow prescribed procedures/guidelines.
- ✓ present self in a professional manner, including attire, at school sites and school related business.
- ✓ ask for help when needed.
- ✓ accept suggestions and recommendations of supervisor.
- ✓ adhere to the State of California Code of Ethics for Teachers.

APPENDIX E

HEALTH AND WELFARE BENEFITS

E.1. All eligible Unit Members employed full-time shall receive the Staywell consortium provided health coverage for themselves and their eligible dependents for the life of this contract. After the co-pay period the coverage resumes payment at 100%. Health benefits also include vision and dental coverage. Unit members shall contribute 25% of the increased costs above the 2017/18 school year costs.

Part-time Unit Members at 50% FTE or above shall be eligible to purchase health benefits, pro rata, at the Staywell-determined formula.

E.2. Unit Members on Board approved leaves of absence shall be entitled to purchase health, dental, and vision insurance coverage for the period of the leave upon approval of the insurance companies and prepayment by the Unit Member to the School District at the group rate.

E.3. Examinations for tuberculosis will be required every four (4) years. Such exams shall be paid by the District.

E.4. Unit Members participating in an early retirement option will receive the Health and Welfare Benefits as stated in the specific retirement option chosen by the Unit Member.

E.6. Full descriptions of the above coverages will be provided to all Unit Members at the start of each school year.

E.7. Eligibility and status for July and August coverage shall be determined by the projected September assignment for the upcoming year.

E.8. The provisions of the Federal Family and Medical Leave Act are found in Section 11.16.

E.9. Staywell coverage for retirees shall cease when the retiree becomes eligible for Medicare

E.10 Beginning with the 2017/2018 school year the district will provide an increase to both vision and dental benefits. Vision coverage will cover \$150/year/covered employee for lenses and frames and \$1,200 per calendar year for dental benefits. Further details are outlined in the Group Vision Plan Benefits and Group Dental Plan Benefits in the District office.

This reflects \$70/year vision benefit increase and a \$200 dental benefit increase/year.

APPENDIX F

SHARED CONTRACTS

F.1. Individual members of the bargaining unit requesting a job share must file a request with the Superintendent.

F.1.1. The Unit Member requesting the job share owns 1.0 FTE of the position, and is choosing to go on leave for a portion of that position. The person fulfilling the remaining percentage is a temporary employee.

F.1.2. The Unit Member maintaining at least 50% job share owns the benefit package. That person may or may not choose to give up 50% of the value of his/her benefits allowing each member of the job share to purchase 50% of the benefit package. This plan insures there will be no additional benefit cost to the District. This provision ends June 30, 2015

The job sharing teacher shall be entitled to receive proportional District fringe benefit coverage contributions for medical and dental coverage in the same ratio as their individual service bears to their individual full time employment and may purchase remaining insurance at the District group rate(.6 FTE would pay .4 of benefit package and LUSD would pay .6) This provision becomes effective July 1, 2015.

Any employee working 50% of fulltime or more may be enrolled in the health plan. The unit member will be responsible for paying a percentage of the benefit premium that is proportional to the percentage of full time the unit member is working. (.5 FTE would pay .5 of benefit package and LUSD would pay .5)

F.2. No Unit Member shall grieve F.1.1 and F.1.2.

F.3 Job Share Plan

Unit members who have applied for a job share shall submit a written plan that divides the total responsibilities for the assignment between participants.

The plan must be approved by the immediate supervisor and the Superintendent.

The written plan must include:

- A description of how full responsibility for the total classroom and instructional plan will be assumed by the team members.
- A requirement that team members jointly plan for both the school and their classroom on a regular basis.
- A requirement that a team member must take active part in required District and school meetings, parent conferences, yard duty and other duties on any day that the member is actually teaching.
- Acknowledgement that team members may be asked to attend meetings on nonscheduled days at the discretion of the principal.

- Acknowledgement that all job share participants must work the first three full student days of school. Both unit members will be compensated for these at their regular daily rate.
- Staff meetings-The unit member who is not contracted to work on the day of the staff meeting will attend a minimum of two staff meetings per month or as otherwise arranged with the site principal.
- Communication between job share participants is critical. Each plan shall clearly and specially address how this shall be accomplished.
- The following activities require attendance by both job share participants for one hundred percent of the activity:
 - Open House
 - Back To School Night
 - Mandatory Staff Development Days
 - Parent Conferences
 - Honor Banquets

F.4. A job share assignment shall be granted for a period of one year.

F.5. If the job share was deemed successful by the supervisor, the participants may request renewal of the job sharing leave. A request to job share for the following year must be made by February 15.

F.6 Teachers in a job share shall, except in cases of unreasonable hardship, substitute for the partner who must be absent due to illness/injury. These days will be compensated by job share teachers trading work days to reflect their actual number of contracted days. If a job share teacher is unable to substitute for the partner a substitute will be hired.

**APPENDIX G
LAYTONVILLE UNIFIED SCHOOL DISTRICT
SAMPLE CERTIFICATED EMPLOYEE WORKSHEET**

DATE OF HIRE **8/19/2014**

NAME SCHOOL YEAR **14/15** SITE:

ADDRESS SOCIAL SECURITY NUMBER

PHONE BIRTHDATE TB EXPIRATION DATE

MEDICAL INSURANCE: **yes** no DEPENDENT COVERAGE: **yes** no # of dep. __
DENTAL INSURANCE: **yes** no DEPENDENT COVERAGE: **yes** no # of dep. __

ETHNIC CODE __ BILINGUAL __ W-4 BARGAINING UNIT **_X_** CTA/LVTA

OFFICIAL JOB TITLE **Teacher** FTE **1.0**

STEP COLUMN MA PIP

EFFECTIVE FROM **7/1/14** TO **6/30/15**

EMPLOYMENT STATUS: PERMANENT TEMPORARY PROBATIONARY OTHER

ANNUAL SALARY DUTY DAYS **185** DAILY RATE

To be paid in **_11_** equal payments of beginning 8/31/14 ending 6/12/2015
Errors detected in pay/placement by either employee or District will be amended as soon as possible by the District.

This "certificated employee worksheet" is the valid contract of employment with the Laytonville Unified School District Board of Trustees.

ACCUMULATED SICK LEAVE: **0 days**

VOLUNTARY DEDUCTIONS
0016 CTA/LVTA Dues 91.23
7978 Health 322.76

Eligible 9/18/2014
EMPLOYER CONTRIBUTIONS
1002 Health 165.96
1001 Dental 60.00
1000 Vision 12.90
1028 JPA 3.54
0997 Staywell Hlth 428.90
0998 Staywell Prscrip 95.95

DISTRICT SUPERINTENDENT

Date

EMPLOYEE

Date

APPENDIX H

PEER ASSISTANCE AND REVIEW

The Long Valley Teachers' Association (hereinafter referred to as Association) and the Laytonville Unified School District (hereinafter referred to as District) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, Unit Members (hereinafter referred to as Participating Teachers) must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of Peer Assistance and Peer Review programs (hereinafter referred to as the PAR program) to improve the quality of instruction through expanded and improved professional development and peer assistance. Unit Members referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

H.1. Participating Teacher

H.1.1. A Participating Teacher shall be defined as one of the following:

H.1.1.1. Referred Participating Teacher - a permanent or probationary teacher, not participating in the CTIP program, who, as a result of an unsatisfactory final evaluation, shall receive assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his/her teaching performance. An Unsatisfactory evaluation means a teacher was rated Unsatisfactory *overall*.

H.1.1.2. Voluntary Participating Teacher - a permanent teacher who volunteers to participate in the PAR program. The purpose of participation is for peer assistance only. Participation is subject to the availability of Support Providers as determined by the Administration. Every attempt will be made to accommodate the voluntary Participating Teacher's request for a specific Support Provider, though the administration will make the final decision. A Voluntary Participating Teacher may terminate his/her participation in the PAR program at any time. A request for termination must be submitted to the Superintendent in writing.

H.1.2. All communication between the Support Provider and a Voluntary Participating Teacher shall be confidential and shall not be shared without the written consent of the voluntary Participating Teacher.

H.1.3. The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his/her choice.

H.2. Support Provider

H.2.1. A Support Provider is defined as a teacher who provides assistance to a Participating Teacher, pursuant to the PAR program.

H.2.2. Qualifications

The qualifications for the Support Provider are as follows:

H.2.2.1. Has permanent status as a credentialed classroom teacher and has completed three (3) years as a credentialed employee.

H.2.2.2. Holds a valid California teaching credential;

H.2.2.3. Has substantial recent experience in classroom instruction;

H.2.2.4. Demonstrates exemplary teaching ability as indicated by such things as effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

H.2.3. Application Process

All applications and references shall be treated with confidentiality. Each applicant for the position of Support Provider is required to submit the Support Provider application which appears at the end of this appendix, to the District Office.

H.2.4. Selection Process

Site administrators along with the Superintendent will work together to select an appropriate support provider for the Participating teacher. The Participating Teacher and Support Provider will be consulted to ensure that the placement is a good match.

H.2.5. Term of Service

The term of the Support Provider shall be one (1) year

H.2.6. Failure to Complete Term

A Support Provider may be removed at any time for failure to complete his/her responsibilities as outlined in the contract.

H.2.6.1. If for any reason a Support Provider is unable to complete his or her designated-term, the Administration may select a replacement. The stipend will be pro-rated.

H.2.7. Release Time

A Support Provider shall be provided release time as needed with prior approval from site administration.

H.2.8. Compensation

Each Support Provider shall receive a \$1250 stipend per year per Participating teacher served

H.2.9. Duties and Responsibilities of Support Provider

The duties and responsibilities of the Support Provider shall be set forth in the Rules and Procedures and shall include but not be limited to:

H.2.9.1. Pursuant to this Section, functions performed by Support Provider shall not constitute the provision of either management or supervisory service.

H.2.9.2 Support Provider shall **assist Participating** Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher;

H.2.9.3. The Support Provider and evaluator (normally the site administrator) shall meet with the Participating Teacher to discuss the PAR program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR program;

H.2.9.4. The Support Provider shall conduct a minimum of quarterly observations during classroom instruction and shall have both pre and post-observation conferences with the Participating Teacher.

H.2.9.5. The Support Provider shall monitor the progress of the Participating Teacher and shall provide periodic written reports, at least quarterly, to the Participating Teacher and site administrator.

H.3. Reports and Results of Participation in the PAR Program

The following reports shall be made and processed as follows:

H.3.1. A copy of the Support Provider's report shall be submitted to and discussed with the Participating Teacher to receive his/her input and signature prior to submission to the Administration. The report shall not be evaluative in nature. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report. The report shall be attached and made a part of the annual evaluation only for Referred Participating Teachers.

H.3.2. The Support Provider shall submit a final report to the Participating Teacher and the Site Administrator. The Participating Teacher shall have the right to submit a written response within twenty (20) days and have it attached to the final report and the annual evaluation. The Referred Participating Teacher shall also have the right to request a meeting with the site administrator and to be represented at this meeting by the Association representative of his/her choice.

H.3.3. The Support Provider's report regarding a Referred-Participating Teacher's participation in the PAR program shall be considered in, and made a part of the evaluation process.

H.4. District to Hold Harmless

The District shall hold harmless the Support Provider for any liability arising out of their participation in this program as provided in Education Code 44503(c)

H.5. Confidentiality in Personnel Matters

All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential.

Laytonville Unified School District

SUPPORT PROVIDER/PAR APPLICATION FORM

Name: _____ Home Phone: _____

Home Address: _____
Street City Zip

School: _____ Work Phone: _____

1. TEACHING EXPERIENCE (Minimum of 3 years successful teaching experience):

Dates	District	School	Grade(s)	Subject(s)

2. CREDENTIAL(S) A valid corresponding Clear or Life Credential is required (list all that apply):

3. ACADEMIC PREPARATION FOR TEACHING (list most recent first):

Institution	Degree	Dates	Major/Minor

4. EL AUTHORIZATION (include information and issuance date): _____

Applicant's Statement:

I would like to participate as a Support Provider for the _____
School District and the North Coast Beginning Teacher Program. I have read the Roles and
Responsibilities of a Support Provider and agree to fulfill them.

Applicant's Name _____

Signature _____ Date _____

Please attach the answers to the following questions to your application packet.

1. How do you stay current on new developments in instruction or the content area in which you teach? How do you self-assess and document your professional growth?

Within this question please address your knowledge of the state-adopted content standards and curriculum frameworks and instructional materials, and the *California Standards for the Teaching Profession* and/or your willingness to participate in professional training to acquire the knowledge and skills needed to be an effective Support Provider and your commitment to personal professional growth and learning.

2. Describe your experiences and/or personal qualities that will enhance your role as a Support Provider.

Within this question please address your willingness to share instructional ideas and materials with Beginning Teachers; your willingness to deepen their understanding of cultural, ethnic, cognitive, linguistic, and gender diversity; and your knowledge of Beginning Teacher development.

3. Describe your familiarity with and willingness to engage in formative assessment processes, including non-evaluative, reflective conversations about formative assessment evidence with Beginning Teachers.

4. What are your strengths as a teacher?

Within this question please address your effectiveness with interpersonal and communication skills; your willingness to work with Beginning Teachers; your willingness and ability to be an excellent professional role model; your ability to use excellent oral and written communication skills; and your ability to work with adult learners.

5. In what ways would you be effective in the role of Support Provider/PAR Support Provider?

References: Please list three professional references, including your current principal.

Name	Phone No.	School	Position

APPENDIX I

STAFF DEVELOPMENT DAY

Non required staff development- If funds are available, stipends will be offered and some expenses will be paid with district support (e.g. Grant funded, special funding availability).

Required staff development- If training occurs on a non-contracted day, unit members will be paid at the extra duty rate of \$30/hour for time spent in training, not including travel time. If outside of Mendocino County, travel expenses will be covered per district policy for travel, meals and lodging. District vehicles should be used if available. If more than one unit member is attending the same training, district will reimburse travel expenses for one vehicle (based on capacity of vehicle).

APPENDIX J

403(b) MATCHING CONTRIBUTIONS

J. 1. With the intent of encouraging Unit Members to save money for retirement, the District agrees to match a Unit Member's contribution (up to five hundred dollars [\$500]) into a 403(b) investment plan. The district will match up to \$50 dollars per month for up to 10 months, not to exceed a total of \$500 per fiscal year. The Unit Member may contribute more than \$500 per year to the 403(b) plan of their choice, with the understanding that the District is only responsible for an annual contribution of \$500 a year. It is the Unit Member's responsibility to set up a 403(b) account and to notify the district that an account has been set up by September 20 of each school year. Unit member participation eligibility requires tenure and good standing (current satisfactory evaluation). For part time employees the district will match an amount proportional to %FTE. (Example- 0.40 FTE is eligible for 0.40 of \$500 dollar contribution.)

APPENDIX K

California Teacher Induction Program

The California Teacher Induction Program (CTIP) program provides new teachers with a situated learning, state-approved induction program. All teachers need to take part in a state-approved induction program to fulfill the requirements of the professional credential. Utilizing a locally designed formative assessment system, participating teachers focus on the process of teaching with the assistance of a local support provider. Based on the California Standards for the Teaching Profession (CSTP), support for the participating teacher is specific and evidence-based. Attention to learning environment, content standards, formative assessment, reflective practice, and collaboration allows the participating teacher to focus on what and how the students are learning. All teachers hired without a clear credential must participate in work towards the completion of the Induction Program during the first two years of employment

Intern Program

Interns are teachers who are fully employed, but who have not obtained a preliminary teaching credential. They have met subject matter competency and are enrolled in a university intern program, but have not completed student teaching*. The support offered includes an assigned support provider, additional university supervision, and workshops in basic teaching strategies.

** Note: Special Education teachers qualify as interns even if they currently hold a regular education MS or SS credential*

Enrollment in Program

The Superintendent will select a District Coordinator. The District Coordinator will be responsible for enrolling teachers in the program and informing teachers of their responsibilities. LUSD is responsible for paying all registration fees.

Participating Teacher

Teachers holding a Multiple Subject or Single Subject Preliminary Credential (including teachers prepared out of state) complete an Induction Program to obtain a California Clear Credential. Teachers are paired with a local Support Provider for ongoing support, attend professional development seminars, and complete formative assessment activities to meet the credential requirements.

Support Provider

A "support provider" is selected by the district to work with the participating teacher. Support providers are compensated for their work with participating teachers. The support provider must:

- Complete prerequisite training (including Peer Coaching and Learning-Focused Relationships workshops);
- Provide evidence of effective coaching, interpersonal, and communication skills with the participating teacher;
- Exhibit a willingness to work collaboratively with colleagues;
- Embrace a positive attitude toward students and teaching;
- Develop a sustaining and thoughtful collegial relationship with the participating teacher;
- Schedule at least one hour per week to offer guidance/consultation to the participating teacher;
- Demonstrate leadership skills, curriculum expertise and/or knowledge of district resources, and willingness to share instructional materials and ideas with participating teachers; and
- Serve as a role model for the teaching profession.

Support Provider Selection

Scheduling support is easier if the participating teacher and support provider are at the same site; however, this is not required. It is also not necessary for the support provider to teach in the same content area or grade level, but experience at a similar grade level is an asset. Support is focused on teaching practices and student learning. Content-specific support should be available from other grade-level experts or department heads. Some districts have employed retired teachers to serve as support providers or have provided partial or full-time release to teachers who serve as support providers. Selection shall be by site principal and participants with board approval from criteria developed in accordance with CTIP guidelines. Every attempt will be made to accommodate the voluntary Participating Teacher's request for a specific Support Provider, though the administration will make the final decision. If appropriate support providers cannot be found among current unit members, the District may work with nearby districts, retired employees or the county office of education. All communication between the Support Provider and Participating Teacher shall be confidential and shall not be shared without the written consent of the Participating Teacher.

Term of Service

The term of the Support Provider shall be one (1) year.

Failure to Complete Term

A Support Provider may be removed at any time for failure to complete his/her responsibilities as outlined in the contract.

If for any reason a Support Provider is unable to complete his or her designated-term, the Administration may select a replacement. The stipend will be pro-rated.

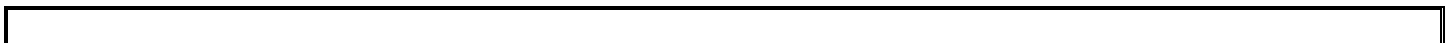
Release Time

A Support Provider shall be given release time as needed with prior approval from site administration.

Compensation

Support Providers will be compensated according to the following schedule:

	One Participating Teacher	Two Participating Teachers at same level (i.e. Year one <i>or</i> Year two)	Two Participating Teachers at different levels (i.e. Year one <i>and</i> Year two)
Interns	\$1,250	\$2,250	n/a
Year One & Two	\$1,500	\$2,500	\$3,000





North Coast Beginning Teacher Program

SUPPORT PROVIDER APPLICATION FORM

Name: _____ Home Phone: _____

Home Address: _____
Street City Zip

School: _____ Work Phone: _____

1. TEACHING EXPERIENCE (Minimum of 3 years successful teaching experience):

Date s	District	School	Grade(s)	Subject(s)

2. CREDENTIAL(S) A valid corresponding Clear or Life Credential is required (list all that apply):

3. ACADEMIC PREPARATION FOR TEACHING (list most recent first):

Institution	Degree	Dates	Major/Minor

4. EL AUTHORIZATION (include information and issuance date):

Applicant's Statement:

I would like to participate as a Support Provider for the _____
School District and the North Coast Beginning Teacher Program. I have read the Roles and
Responsibilities of a Support Provider and agree to fulfill them.

Applicant's Name_____

Signature_____ **Date**_____

Please attach the answers to the following questions to your application packet.

1. How do you stay current on new developments in instruction or the content area in which you teach? How do you self-assess and document your professional growth?

Within this question please address your knowledge of the state-adopted content standards and curriculum frameworks and instructional materials, and the *California Standards for the Teaching Profession* and/or your willingness to participate in professional training to acquire the knowledge and skills needed to be an effective Support Provider and your commitment to personal professional growth and learning.

2. Describe your experiences and/or personal qualities that will enhance your role as a Support Provider.

Within this question please address your willingness to share instructional ideas and materials with Beginning Teachers; your willingness to deepen their understanding of cultural, ethnic, cognitive, linguistic, and gender diversity; and your knowledge of Beginning Teacher development.

3. Describe your familiarity with and willingness to engage in formative assessment processes, including non-evaluative, reflective conversations about formative assessment evidence with Beginning Teachers.

4. What are your strengths as a teacher?

Within this question please address your effectiveness with interpersonal and communication skills; your willingness to work with Beginning Teachers; your willingness and ability to be an excellent professional role model; your ability to use excellent oral and written communication skills; and your ability to work with adult learners.

5. In what ways would you be effective in the role of Support Provider?

References: Please list three professional references, including your current principal.

Name	Phone No.	School	Position

