

Collective Bargaining Agreement
between
Ravenswood City School District
and Ravenswood Teachers'
Association

July 1, 2019 to June 30, 2022

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AGREEMENT

This is a binding Agreement between the Board of Trustees of the Ravenswood City School District (“District”) and the Ravenswood Teachers Association (“RTA” or “Association”). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code. This Agreement shall supercede any rules, regulations or practices of the District that are contrary to, or inconsistent with, its terms.

PREAMBLE

The Ravenswood City School District and Governing Board and the Ravenswood Teachers Association their mutual responsibility to work toward the achievement of quality education for all students in the Ravenswood City School District.

The Ravenswood Teachers Association, the exclusive representative for all Ravenswood teachers, and the Ravenswood City School District Governing Board have jointly entered into this Agreement, which enumerates the rights, benefits, and working conditions for all non-administrative certificated employees in the Ravenswood City School District and provides a democratic method for the resolution of problems.

Under this Agreement, the parties shall continue to pursue their individual interests in the spirit of mutual respect while working cooperatively towards their common goal of quality education for all Ravenswood public school students.

ARTICLE 1. RECOGNITION

The District recognizes the Association as the exclusive representative for the purpose of the Education Employment Relations Act (Government Code Section 3540, et seq.) for regular certificated employees, excluding all management, supervisory and confidential positions which include but are not limited to: Superintendent; Associate Superintendent; Assistant Superintendent; Business Manager; Principal; Assistant Principal; Administrative Assistant; Children's Center teachers; day-to-day substitute teachers; summer school teachers and independent contractors. (Subject to the written concurrence of the Public Employment Relations Board the parties agree that long-term substitutes shall be excluded from the unit).

ARTICLE 2. ASSOCIATION RIGHTS

2.1 Use of School Facilities and Equipment

2.1.1 Definition

“Equipment” as used in this Article shall include computers, duplicating equipment, and all types of audio-visual equipment when such equipment is not otherwise in use.

2.1.2 Procedures

Representatives of the Association shall have the right to use school equipment and facilities at reasonable hours solely for purposes sanctioned by the Educational Employment Relations Act, and shall be subject to reasonable rules and regulations of the District, including the following:

2.1.2.1 Authorization

That an authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted on school property;

2.1.2.2 Interference with School Program

That the Superintendent or designee can verify that such requested activities and use of equipment and facilities will not interfere with school program and/or duties of unit members;

2.1.2.3 Availability

That such equipment and facilities are not otherwise in use by the District; and

2.1.2.4 Costs of Repair and Replacement

Provided, if any damage or unusual wear is incurred during the use of such equipment and facilities by the representatives of the Association, the Association agrees to pay for actual costs of repair and replacement.

2.2 Use of Bulletin Boards

The Association may use bulletin board spaces as designated by the site administrator and subject to the following conditions:

2.2.1 Posting Identification

All postings shall contain the date of posting and the identification. All postings shall be by the Association.

2.2.2 Designated Bulletin Board

The bulletin board space designated shall be identified with the name of the Association.

2.2.3 Posting Responsibility

An authorized Association representative shall have the responsibility of posting materials on the bulletin board and keeping such notices timely.

2.3 Use of Mailboxes

To the extent permitted by law, the Association shall be entitled to place material in the mailboxes of unit members. Such material will be accurately identified by the Association and approved by the Association President or designee. Placement shall be made by the building representative or other authorized Association representative.

2.4 Use of Lunch Periods and Breaks for Association Business

Unit members or Association officials will conduct all Association business during scheduled lunch periods and scheduled breaks, and at such other times that do not interfere with the instructional program or any District employee's assigned duties.

2.5 Association Meetings

Association meetings called at any school are open only to members of the Association and/or members of the bargaining unit, unless invited by the Association.

2.6 Board Materials

The Association shall be provided a copy of the Board of Education agenda complete with supporting materials for each Board meeting at the same time Board members receive the agenda. The supportive materials shall be the

same as those provided members of the Board of Education except for those materials which are confidential.

2.7 Board Meetings

Upon request, a representative of the Association shall be allowed to address the Board for a reasonable length of time as determined by the Board or Board policy, but no less than five (5) minutes, on matters that affect the Association which are being discussed or scheduled to be acted upon at the Board meeting. This recognition shall occur after the Board has finished discussion on the item on which the representative of the Association wishes to address the Board but before a vote is taken upon the item.

2.8 Release Time

Association members using release time will record this time on the release time form provided by the Human Resources Department. The Association is to pay the cost of a substitute.

The Association shall notify the Director of Human Resources five (5) days prior to an Association representative using release time pursuant to this Article. All other normal procedures regarding certificated employee absences shall be followed. The Association's use of release time for negotiations purposes shall not interfere excessively with the instructional program. Association release time for negotiation purposes shall not be used during state testing, i.e., CAASPP or its replacement.

2.8.1 The Association President or representative, designated by the President, shall receive up to a total of ten (10) days leave, during each school year, to carry on Association business.

2.8.2 The Association shall have a total of fifteen (15) release days each school year available for negotiation preparation for the Association to allocate among its bargaining team members as it deems necessary. Unused release days shall not carry over to the next school year.

2.8.3 In addition to the release time provided in sections 2.8.1 and 2.8.2, additional release time may be granted to the Association by mutual agreement between the District and the Association.

2.9 Representation

A bargaining unit member has the right to have an Association representative in attendance whenever derogatory complaints are discussed or reviewed in a meeting, informally or formally. A District administrator

may be present in any meeting with a student's parent or guardian when an Association representative is present.

2.10 Access to New Employee Orientations and Unit Member Information

The purpose of this Article 2.10 is to implement Government Code Sections 3555-3559.

2.10.1 Definitions

For purposes of this Article 2.10, "newly hired employee," "new hire" or "new employee" means any bargaining unit member, whether probationary, permanent, full-time, part-time, hired by the District and who is still employed as of the date of a new employee orientation addressed in this Agreement, including previously hired bargaining unit members.

2.10.2 Release Time for New Employee Orientation Meetings

The Association President or unit member designee shall receive thirty (30) minutes of release time to conduct each Association orientation meeting scheduled as described in 2.10.3, plus reasonable release time, to travel from the Association President or designee's assigned school site to the orientation meeting. Each new unit member also will be released to attend a scheduled new employee orientation meeting.

2.10.3 Group New Employee Orientations

Group new employee orientations will be held once a month if new bargaining unit members have been hired since the last group orientation. The District and the Association agree that new employee orientations will be held as needed at 2:45 p.m. on the second Thursday of the month, September through May, that is a District work day. The District shall notify each newly hired bargaining unit member of the time, date and location of the new employee orientation meeting the unit member is required to attend. The Association shall have thirty (30) minutes at each group new employee orientation meeting, and District managers shall not be present during the Association's portion of the meeting.

2.10.4 "Welcome Back" Work Day Meeting/Employee Orientation

The District will provide an opportunity during the District "welcome back" work day prior to the first day of school for the Association to hold a meeting of no more than sixty (60) minutes

with bargaining unit members for Association purposes. District managers shall not be present during the Association's portion of the meeting.

2.10.5 Unit Member Information

The District shall provide the Association with a list of names and contact information for any newly hired unit members within five (5) working days of each District regular Governing Board meeting. The District will provide the Association with a list of all unit member names and contact information on the last working day of September, January, and May. The information will be provided to the Association electronically (in the electronic format in which the District holds the information and/or an Excel spreadsheet). The contact information provided by the District shall include the following information, if it has been provided to the District by the unit member:

First name, middle initial and last name;

Suffix (e.g. Jr., III);

Job title;

Department;

Work location;

Work telephone number;

Home street address including apartment number, city, state and zip code (five (5) or nine (9) digits);

Home telephone number (ten (10) digits);

Personal cellular telephone number (ten (10) digits);

Personal email address on file with the District;

Birthdate; and

Hire date.

2.10.5.1 Exception

As required by Government Code Section 6254.3, upon written request of a bargaining unit member to the Human Resources Department, the District shall not disclose the employee's home address, home telephone number, personal cellular phone number, or birthdate.

2.10.6 Grievability

This Article 2.10 is grievable by the Association only, pursuant to Article 4.

ARTICLE 3. PROFESSIONAL FEES AND PAYROLL DEDUCTIONS

3.1 Dues Deduction

- 3.1.1 As required by Education Code Section 45060, the District shall honor employees' voluntary revocable written authorizations for Ravenswood Teachers Association, CTA/NEA (RTA) dues and related deductions from bargaining unit employee salaries or wages. The District shall rely on a written certification from RTA requesting a deduction from employees' salaries or wages confirming that RTA has and will maintain individual signed employee authorizations affirmatively consenting to RTA dues and related deductions that meet the requirements of state and federal law. RTA shall not be required to provide to the District a copy of individual bargaining unit members' written authorizations unless a dispute arises about the existence or terms of the written authorization. To the full extent authorized by Education Code Section 45060, RTA shall indemnify the District for any claims made by any bargaining unit member for deductions made in reliance on RTA's notification to the District.
- 3.1.2 Based on the certification from RTA described above, the District shall deduct, monthly, the amount of RTA regular and periodic dues and fees, and any special membership assessments as specified by RTA. Dues deduction for any individual bargaining unit member shall be made only upon the written request of RTA.
- 3.1.3 The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the RTA officer designated in writing by RTA as the person authorized to receive such funds, at the address specified.
- 3.1.4 Whenever there is a change in the amount required to be deducted from bargaining unit members' salaries, RTA shall provide the District with notification of the change sufficiently before the effective date of the change to allow the District time to make the necessary payroll adjustments, and RTA shall provide the District with a copy of the dues change notification that has been sent to all impacted bargaining unit members.
- 3.1.5 The District shall provide RTA with a list of newly hired unit members as required by Article 2.10.
- 3.1.6 The unit member's earnings must be sufficient after all other required deductions are made to cover the amount of RTA deductions authorized above. When a unit member is in unpaid

status for an entire pay period, no withholdings from future earnings will be made to cover that pay period. If a unit member is in unpaid status during a part of the pay period, and that unit member's salary is not sufficient to cover the full required withholding, the District shall not deduct RTA dues. All other required deductions have priority over the RTA dues and other RTA deductions.

3.2 Change or Cancellation of Deductions

Dues deductions may be revoked only pursuant to the terms of the bargaining unit member's written authorization. The District shall direct to RTA all bargaining unit member requests to cancel or change authorizations for payroll deductions for RTA dues and related deductions. RTA shall be responsible for processing these requests. As required by state law, the District shall rely on information provided by RTA to cancel or change authorizations, and to the full extent authorized by Education Code Section 45060, RTA shall indemnify the District for any claims made by any bargaining unit member for deductions made in reliance on that information.

3.3 Necessary Information

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE 4. GRIEVANCE PROCEDURE

The purposes of this procedure are to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

4.1 Definitions

4.1.1 Grievance

A “grievance” is an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, which directly and adversely affects the grievant.

4.1.2 Grievant

A “grievant” is any unit member(s) directly affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, or the Association.

4.1.3 Day

A “day” is any work day in the established regular teacher work year.

4.1.4 Immediate Supervisor

The “immediate supervisor” is the lowest level administrator who has been designated to adjust a grievance and who has immediate jurisdiction over the grievant.

4.2 Miscellaneous

4.2.1 Time Limits Requirements

4.2.1.1 Upon request and written mutual agreement, the time limits may be extended. Failure by the grievant to meet any time limit as specified for each level of the grievance procedure shall result in automatic settlement according to the last decision rendered for the particular grievance. Upon the District’s failure to meet any time limit as specified for each level of the grievance procedure, the grievant may appeal to the next level.

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

4.2.1.3 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the last day of the grievant's work year, the timeline(s) shall resume on the first workday of the grievant's succeeding work year.

4.2.2 Grievance Processing Release Time

When it is necessary for a grievant's RTA representative to attend a grievance meeting with management, or necessary for bargaining unit witnesses to attend an arbitration hearing, then upon twenty-four (24)-hour written notice to the Superintendent or designee, the representative or witnesses will be released without loss of pay in order to permit participation in the meeting. As per the Educational Employment Relations Act (EERA), the grievant's representative and witnesses shall be granted reasonable release time without loss of pay when preparing for a grievance, processing a grievance, conducting a grievance hearing and/or conferencing with an administrator during the workday.

4.2.3 Unit Member Representative

A representative of the unit member's choosing may accompany any unit member at all steps of this procedure.

4.2.4 Grievance Adjustment Without Association Intervention

Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that 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.

4.2.5 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.

4.2.6 No Reprisals

No reprisals shall be taken by or against any participant in a grievance process by reason of such participation.

4.3 Informal Procedure, Level I

- 4.3.1 Within twenty-five (25) days after the grievant knew or should reasonably have known of the act or omission giving rise to the grievance, the grievant shall initiate the Informal Procedure by requesting in writing a meeting with the grievant's immediate supervisor to discuss the grievance.
- 4.3.2 The grievant shall meet with the grievant's immediate supervisor and may have a RTA representative present while attempting to resolve the potential grievance informally.
- 4.3.3 If the immediate supervisor does not have a decision at the end of the meeting, the immediate supervisor shall provide a written decision within five (5) days of the meeting.

4.4 Formal Grievance Procedure, Level II

4.4.1 Initiation of Formal Grievance

If the Level I response does not resolve the grievance to the satisfaction of the grievant, within ten (10) days of the Level I response, the grievant may submit a formal written grievance to the site administrator or designee.

4.4.2 Formal Written Grievance

The formal written grievance shall be filed on the Level II Form (Appendix A-1). The formal grievance shall include a clear, concise statement of the grievance, the circumstances involved, the specific section(s) of this Agreement believed to be violated, misinterpreted, or misapplied, and the remedy sought.

4.4.3 Immediate Supervisor Investigation

The immediate supervisor shall investigate the grievance and provide a written decision within ten (10) days after receiving the written grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

4.4.4 Personal Conference

Within the above time limits, either party may request a personal conference with the other party. The grievant shall have the right to have a representative present at any meeting the grievant may have with administration.

4.5 Appeal Procedure with the Superintendent, Level III Grievance

4.5.1 Appeal Form and Time Limits

If grievant is not satisfied with the decision rendered at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II, appeal the decision on the Appeal form to the Superintendent or designee (Appendix A-2). This statement shall include a copy of the original grievance and Level II response, a clear, concise statement of reasons for appeal and the specific remedy sought, which shall be the same as requested at Level II. The Superintendent or designee shall render a decision within fifteen (15) days of the Level III submission.

4.5.2 Grievant Representation

Within the above time limits, either party may request a conference with the other party. The grievant shall have the right to have a representative present at any meeting the grievant may have with administration.

4.6 Level IV Appeal Procedure– Binding Arbitration

4.6.1 Time Limit

Within fifteen (15) days of the grievant's receipt of the final decision at Level III, the Association may submit written notice to the Superintendent of its intent to arbitrate.

4.6.2 Selection of the Arbitrator

The Association and the District shall attempt to agree upon the arbitrator within five (5) days from the Association's submission of its intent to arbitrate. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Within five (5) days of receiving the list from the State Mediation and Conciliation Service, each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

4.6.3 Costs of Arbitration

The fees and expenses of the arbitrator and the hearing shall be born equally by the District and the Association. All other expenses

shall be borne by the party incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of a court reporter shall be paid by the party requesting a court reporter. If one of the parties declines to share the expenses of a court reporter and subsequently requests a transcript of the arbitration proceedings or a copy of the transcript, that party shall be required to reimburse the other party for one-half (1/2) of the cost of the court reporter's services and expenses.

4.6.4 Submission Agreement

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the responses at each step.

4.6.5 Arbitrability

If any question arises as to the arbitrability of the grievance, the question of arbitrability shall be decided by the arbitrator before hearing the merits of the grievance.

4.6.6 Findings and Awards

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the arbitrator's findings and awards.

4.6.7 Limits of Arbitrator Authority

The District and the Association agree that the jurisdiction and authority of the arbitrator and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue as identified pursuant to Section 4.4.2 above. The arbitrator shall have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District to do an act prohibited by law.

4.6.8 Binding Nature of Award

The award and decision of the arbitrator shall be binding on all parties covered by this Agreement.

ARTICLE 5. CLASS SIZE

5.1 Maximum Class Size

The RTA and the District recognize the importance of maintaining class sizes that support quality teaching and fiscal accountability and responsibility.

Maximum Class Sizes will be observed as follows:

TK-3	24:1
TK-3 P.E.	48:1
Grades 4-8	31:1
Grades 4-8 P.E.	62:1

Effective July 1, 2020, Maximum Class Sizes will be observed as follows:

TK-3	24:1
TK-3 P.E.	48:1
Grades 4-8	30:1
Grades 4-8 P.E.	60:1

- 5.1.1 Student Services will consult with the site administrator, within the grade level(s) affected, after reviewing student enrollments, needs of the students, and needs of the programs.
- 5.1.2 If the classes in a grade are at class size maximum as stated above, and the District needs to place student(s) in excess of the class size maximum for that grade level, the site administrator will consult with the unit member(s) and request volunteers. In the event there are no volunteers the site administrator shall have the right to assign based on the student needs and use the procedures in Section 5.3.1 in determining the final placement of a new student.
- 5.1.3 Each classroom teacher with a student above the contract class size maximum will be compensated ten dollars (\$10.00) per student per day while the student was on the attendance register.

5.2 Physical Education Classes

The District will attempt to group students according to grade levels in P.E. classes.

5.3 Class Size Balance

Except for variations at middle school, the following procedures will be used to balance class sizes to support quality teaching:

- 5.3.1 Preliminary student class placements for the next school year are recommended to the site administrator by grade level teams for currently enrolled students based on consideration of factors concerning each student, which include, but are not limited to:
 - a. Recommendations of the Special Education team based on student needs,
 - b. Academic levels,
 - c. Behaviors,
 - d. Gender,
 - e. IEP/§ 504 Plan, and
 - f. Special needs of the student (including physical and social/emotional).
- 5.3.2 The site administrator is responsible for final approval of student class placements and has the discretion to modify recommended student class placements. Both the current year “sending” grade level teams and the following year “receiving” grade level teams shall have an opportunity to review the site administrator-approved student class placements before the end of the school. Upon a unit member’s request, the site administrator shall provide the rationale for a change in a grade level team recommendation.
- 5.3.3 Considering the factors listed above in order to attempt to maintain balanced class sizes, site administrators may make adjustments to the preliminary class lists as required by student movement, including, for example, the departure of current students and the enrollment of new students during the summer break and at the beginning of the student school year.

5.4 Review of Class Size

With the available information, including known IEPs, the District will make a good faith effort to balance class sizes before the first day of school. Within one (1) month of the beginning of each trimester, the District shall conduct a review of class sizes, in accordance with Section 5.3.1. As part of this review, the District shall collect information on individual school enrollments in all schools and use this information to establish school site averages for similar classes.

5.5 Exceptions

Traditional large classes at middle school, (e.g., music classes, choral, band) are an exception to the maximum class sizes identified in Section 5.1.

5.6 Special Education

Within one (1) week of the District's receipt of information regarding an enrolling student with an IEP/§504 Plan or in the assessment process, the District will share all available IEP/§504 Plan information about the student with the unit members assigned to serve the student. Within five (5) work days of receiving an enrolling student's IEP/§504 Plan, the District will hold a meeting of all available unit members assigned to provide services to the student.

ARTICLE 6. NON-DISCRIMINATION AND ACADEMIC FREEDOM

6.1 Basis for Non-Discrimination

The District shall not discriminate against any unit member on the basis of race, color, religious creed, age, sex, gender, gender identity, gender expression, sexual orientation, genetic information, national origin, ancestry, domicile, marital status, medical condition, physical disability, mental disability, military and veteran status, or registered domestic partner status (consistent with Family Code Section 297.5).

6.2 Organizational Activities or Preferences

The District shall not predicate any adverse action upon a unit member's organizational activities or preferences unless the District has reason to believe such activities may be contrary to law.

6.3 Quality of Instruction

It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age, ability and maturity of the student(s), and sensitive to the community needs and values of our diverse cultures and heritages.

Accordingly:

6.3.1 Academic Freedom

A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that the material is relevant to the District approved course content and appropriate to the age and grade level and within the scope of the law and Board policy.

6.3.2 Personal, Political, and/or Religious Views

In performing teaching functions, unit members shall have reasonable freedom to 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.

ARTICLE 7. HOURS OF EMPLOYMENT

7.1 Basic Work Day

7.1.1 On-Site Work Hours

The normal work day for regular classroom teachers and unit members not specifically excepted below shall require on site responsibilities beginning thirty (30) minutes before the start of school or their first assigned period and ending twenty (20) minutes after the last assigned period (including preparation assignments), which shall not exceed seven and one-half (7 1/2) hours, including lunch. Special Education Teachers, School Psychologists, Speech Language Pathologists and Reading Specialists/Literacy Coaches shall have a normal eight (8) hour workday as scheduled by the District including lunch.

7.1.1.1 Middle School Work Hours

Based on District needs, regular classroom teachers at the middle school may be assigned an extended day on a voluntary basis. Unit members will be compensated for an extended assignment that exceeds the contracted seven and one-half (7 1/2) work day by no more than thirty (30) minutes at the unit member's hourly rate. Special Education Teachers who volunteer will be compensated at the hourly rate for the day being extended to 4:30 p.m. If Special Education Teachers do not volunteer, the time from 3:10 p.m.-4:00 p.m. continues to be used for regular duties as specified in Article 12.6.2.

7.1.1.2 Kindergarten Teacher Work Day

Kindergarten teachers shall have a fifteen (15) minute student-supervision-free break in the morning and a fifteen (15) minute student-supervision-free break in the afternoon.

7.1.2 Signing In and Out

Unit members shall, each workday, on the form provided by the District, sign in at the site administrator's or designated office at the beginning of the workday and record the time he/she signs in, and sign out at the end of the workday and record the time he/she signs out.

7.1.3 Off Site Hours

Should a unit member leave the school site during the workday, he/she shall sign out and record the time he/she signs out prior to leaving the site, and sign in and record the time he/she signs in upon returning to the site.

7.1.4 Other Work Hours

It is recognized that the professional responsibilities of unit members require a commitment beyond the rigidly established seven and one-half (7 1/2) hours on site requirement.

7.1.5 Special School Program Night

Unit members are responsible for participation in Open House, Back-To-School Night, and at least one (1) other Special School Program Night, as mutually agreed upon by the unit member and administrator.

7.1.6 Verification of Mandatory Activities that Extend Beyond School Day

At the request of the unit member the District shall on school letterhead verify to the college or university the unit member's participation in mandatory activities that extend beyond the school day.

7.2 Lunch Periods

7.2.1 General Rules

The workday for unit members shall include a forty (40) minute duty-free lunch relief period. In addition, each unit member shall be entitled to a daily fifteen (15) minute relief period. Reasonable exceptions to the above requirement will be made in cases of inclement weather or serious emergency; however, such exceptions shall provide for a thirty (30)-minute duty-free lunch.

7.2.2 Decreased Lunch Period, Effects

When lunch period is decreased due to reasonable exceptions, affected unit members will be allowed to leave campus ten (10) minutes early at the end of that workday.

7.3 Work Day Extension

The unit member's workday may be extended up to eighty (80) minutes per month with no more than forty (40) minutes per meeting, for the purpose of general faculty meetings called by the site administrator, supervisor or the Superintendent. Unit members must receive a two (2)-week advance notice of these meetings.

7.4 Preparation Period

7.4.1 Grades TK-5 Classroom Teachers:

Except on minimum days, the District will normally provide forty-five (45) minutes of consecutive preparation time daily for regular classroom teachers in grades TK-5 as scheduled by the District. Preparation time shall be used for class preparation and upon reasonable prior notification, for parent, administrative and student conferences. On alternating Wednesdays that are District work days for teachers during the school year, regular classroom teachers in grades TK-5 shall be provided two (2) hours of preparation time, in addition to the preparation time set forth above. The additional preparation time shall be used for class preparation and upon reasonable prior notification, for parent, administrative, and student conferences.

On minimum days during the Report Card Conference Week, TK-5 unit members shall receive the following alternative preparation time schedule in order to accommodate all TK-5 unit members and available specialists:

- a. During the first trimester, fifty percent (50%) of the classroom teachers shall receive forty-five (45) consecutive minutes of preparation time on one (1) of the two (2) minimum days. The Specialist teachers shall use the third minimum day for classroom and event preparation.
- b. During the second trimester, fifty percent (50%) of the classroom teachers shall receive forty-five (45) consecutive minutes of preparation time on one (1) of the two (2) minimum days.

7.4.2 Middle School

- 7.4.2.1 On regular days, classroom teachers in grades 6 through 8 at the middle school will be provided one (1) preparation period per day. The preparation period will be the length

of the mode class period. In the event of a block schedule, on minimum days, including Report Card Conference Week, one (1) preparation period will be provided every other minimum day.

Preparation time shall be used for class preparation and, with reasonable prior notification, preparation time may be used for grade level/department collaboration, data analysis, and parent, administrative and student conferences.

- 7.4.2.2 On alternating Wednesdays that are District work days for teachers during the school year, regular classroom teachers in grades 6 through 8 shall be provided two (2) hours of preparation time, in addition to the preparation time set forth above. The additional preparation time shall be used for class preparation and upon reasonable prior notification, for parent, administrative, and student conferences.

7.4.3 Substitute Duty

When the District is unable to secure a substitute, unit members may volunteer, agree or be assigned to provide substitute coverage to all or parts of classes. Unit members may volunteer, agree or be assigned to provide substitute coverage during their preparation time. Unit members shall be paid for providing substitute coverage according to the daily substitute rate in proportion to the number of covered periods or increments of the covered class. Students shall be distributed in the appropriate grade levels whenever possible. The site administrator shall solicit volunteers before assigning a unit member to provide substitute coverage. Substitute coverage assignments will be made on an equitable and rotational basis.

7.5 Extracurricular Duty Assignment

The District administration shall establish equal apportionment among unit members of extracurricular duty assignments, as well as student supervision and safety activities, which are defined as school related activities not falling within the scope of regular curriculum, which are conducted during and after the regular instructional day.

7.6 District In-service/Site-Based Staff Development and Planning

By the second week of school, the Site Leadership Team and site administration shall meet and cooperatively develop a plan for the use of the

six (6) minimum days assigned on the calendar for Site-Based Staff Development. A copy of the agreed upon plan will be given to each staff member at that site. In the absence of agreement, the site administrator shall set the Site-Based Development and Planning. Site teachers shall evaluate the site-based in-service/professional development for all site-based in-service/professional development on the RTA/District form (Appendix B).

7.7 Regular Work Year

7.7.1 Definition

The regular work year for returning teacher unit members shall consist of one hundred eighty-six (186) workdays and shall consist of one hundred eighty-eight (188) workdays for new teacher unit members as set forth in the attached calendar. (Appendix C) This work year includes one hundred eighty (180) student days, four (4) professional development days, and two (2) set up days before the first student instruction day.

7.7.2 New Teacher Orientation

Unit members who are not employed in the District full time for the entire previous school year shall have two (2) additional days of orientation beyond that of returning unit members. The two (2) additional orientation days will be mandatory and compensated at the new unit member's daily per diem rate.

7.7.3 Counselors, Nurses, Speech Language Pathologists and Psychologists

- a. Counselors, Nurses, Speech Language Pathologists and Psychologists will typically be required to serve/work fifteen (15) days in addition to the work year provided in Sections 7.7.1 and 7.7.2 above, and shall be compensated at their current daily rates for each additional day they serve/work.
- b. In order to ensure that there is School Psychologist coverage for every day during the summer break, School Psychologists' fifteen (15) extra days of services shall stagger around the summer break, thereby allowing every Psychologist the opportunity to have an extended block of time off from work around the summer. School Psychologists will be notified by the first working day in May. The staggered schedule will provide year-round coverage for District students.

c. Psychologists Assignments

Psychologists assigned to the staggered schedule will be based upon seniority each year. After the Psychologist turns in the paper work for being paid for the fifteen (15) days, psychologists shall be paid according to the District's payroll cycle. Step increase begins with the regular work year. In order to make payroll more uniform for the staggered Psychologists, paydays for days worked will coincide with the District's payroll cycle at the end of the month.

7.8 Student Minimum Days – On-Site Work Hours

7.8.1 Professional Development Days

Two (2) alternating Wednesdays per month shall be used for site and/or District professional development activities. When District and site professional development activities are scheduled on student minimum days, the work day for regular classroom teachers shall be from 8:00 a.m. until 3:30 p.m.

7.8.2 Parent Conference Days

Parent conferences will be scheduled two (2) times a year at the end of the first and second trimesters, scheduled as follows:

Trimester 1 (Four (4) minimum days)

- One (1) day from 1:30 p.m. to 5:00 p.m.
- One (1) day designated by the site where regular classroom teachers and other unit members who participate in parent conferences will be released at 1:30 p.m. and will return to work for parent conferences scheduled from 5:00 p.m. to 7:00 p.m.
- Two (2) days from 1:30 p.m. to 3:30 p.m.

Trimester 2 (Three (3) minimum days)

- One (1) day from 1:30 p.m. to 5:00 p.m.
- One (1) day designated by the site where regular classroom teachers and other unit members who participate in parent conferences will be released at 1:30 p.m. and will return to

work for parent conferences scheduled from 5:00 p.m. to 7:00 p.m.

- One (1) day from 1:30 p.m. to 3:30 p.m.

Unit members who do not participate in parent conferences shall work their normal work day on parent conference days.

ARTICLE 8. EVALUATION

8.1 Purpose/Definitions

8.1.1 Evaluation Purpose

We need excellent certificated staff for our students and that means we need to be able to retain excellent certificated staff, attract excellent certificated staff, and develop certificated staff to become excellent.

Evaluations shall:

- a. Provide meaningful feedback that support all unit members to improve throughout their career.
- b. Identify, meet, and match unit members where they are performing.
- c. Increase unit member self-reflection on their practice to drive next steps.

8.1.2 Procedure

This evaluation procedure shall be a comprehensive process implemented uniformly at all schools, and shall apply to all unit members.

8.1.3 Extension of Timelines

If any of the activities called for under this Article are impracticable because of the illness or absence of the unit member or evaluator, timelines set forth in this Article shall be extended to an equal number of days as the absence or illness.

8.1.4 Stull Act

Evaluation of unit members shall be in accordance with the provisions of the Stull Act (Education Code Section 44660 et seq.)

8.1.5 Days

For the purpose of this article, “days” means workdays unless otherwise stated.

8.1.6 Evaluator

For the purpose of this Article, “evaluator” means “evaluator or designee.”

8.2 Portfolios of Evidence

In an effort to capture a holistic view of a unit member’s professional practice, portfolios of evidence will be created (Appendix D-1).

8.2.1 Portfolio A

Portfolio A shall be comprised of at least the following components:

- a. Goal Setting: Unit members shall set three (3) professional goals (Appendix D-2), connected to the California Standards for the Teaching Profession, to engage in continuous and purposeful professional growth and development during the year.
- b. Informal Observations: A minimum of two (2) informal observations (Appendix D-3) shall be conducted by the evaluator. Unit members may request additional informal observations by fellow unit members and/or District administrators, subject to agreement.
- c. Formal Observation: One (1) formal observation shall be conducted by the evaluator, including a pre and post observation conference.
- d. Self-Reflection: Unit members shall self-reflect on their progress towards their three (3) professional goals throughout the year. This self-reflection may be presented in any form including writing, artifacts, etc. (Sample Provided in Appendix D-4). Unit members shall provide appropriate context to evaluators.
- e. Formalized Student/Family Feedback: Formal feedback collected from students/family (i.e., survey results) shall not be included in a unit member’s portfolio unless expressly agreed upon by unit member and evaluator.

8.2.2 Portfolio B

Portfolio B shall be comprised of at least the following components:

- a. Goal Setting: Unit members shall set three (3) professional goals (Appendix D-2), connected to the California Standards for the Teaching Profession, to engage in continuous and purposeful professional growth and development during the year.

- b. Informal Observations: A minimum of four (4) informal observations (Appendix D-3) shall be conducted by the evaluator. Unit members may request additional informal observations by fellow unit members and/or District administrators, subject to agreement.
- c. Professional Growth Cycle: Unit members and their evaluator shall agree upon professional development to be undertaken by the unit member in support of their professional goal(s). Unit members shall be responsible for the payment of any agreed upon professional development.
- d. Self-Reflection: Unit members shall self-reflect on their progress towards their three (3) professional goals throughout the year. This self-reflection may be presented in any form including writing, artifacts, etc. (Sample Provided in Appendix D-4). Unit members shall provide appropriate context to evaluators.
- e. Formalized Student/Family Feedback: Formal feedback collected from students/family (i.e., survey results) shall not be included in a unit member's portfolio unless expressly agreed upon by unit member and evaluator.

8.3 Frequency of Evaluation

Evaluation and assessment of the performance of all unit members shall be made on a continuing basis.

8.3.1 Probationary and Temporary Unit Members

Probationary and temporary unit members shall utilize Portfolio A.

8.3.2 Permanent Unit Members

Permanent unit members shall utilize Portfolio A during the 2021-2022 (soft launch) school year.

Permanent unit members who earn an “emerging” or “exploring” rating on their summative evaluation shall utilize Portfolio A the following year.

Effective July 1, 2022 (pilot year), Permanent unit members who earn an “applying,” “integrating,” or “innovating” rating on their summative evaluation from the previous year shall have the option to utilize Portfolio A or Portfolio B the following year.

Permanent unit members may only select to utilize Portfolio B for two consecutive years. Following two consecutive years of selecting Portfolio B, permanent unit members shall utilize Portfolio A.

8.4 Areas of Evaluation

8.4.1 Scope of Evaluation

- a. The evaluator shall evaluate all unit members except instructional coaches on the six (6) California Standards for the Teaching Profession (CSTPs):
 1. Standard 1 — Engaging and Supporting All Students in Learning
 2. Standard 2 — Creating and Maintaining Effective Environments for Student Learning
 3. Standard 3 — Understanding and Organizing Subject Matter for Student Learning
 4. Standard 4 — Planning Instruction and Designing Learning Experiences for All Students
 5. Standard 5 — Assessing Student Learning
 6. Standard 6 — Developing as a Professional Educator
- b. The CSTPs are intended to provide common language and a vision of the scope and complexity of the teaching profession. They define a vision of teaching as well as professional roles and responsibilities from pre-service teacher to experienced practitioner. The standards are not set forth as regulations to control the specific actions of teachers, but rather to guide teachers as they develop, refine, and extend their practice.
- c. The evaluator shall evaluate all instructional coaches on the six (6) New Teacher Center (NTC) 2018 Instructional Coaching Practice Standards:
 1. Standard 1 — Develops as an instructional leader to advance instructional coaching, the teaching profession, and equitable outcomes for every student.
 2. Standard 2 — Deepens and maintains own knowledge of rigorous content standards, social and emotional

learning, learner variability, and culturally responsive pedagogy.

3. Standard 3 — Creates and maintains collaborative, respectful, instructionally focused coaching partnerships with individual and groups of teachers to foster teacher ownership of continuous improvement of practice and to advance the learning of every student.
 4. Standard 4 — Engages school leaders and instructional leadership team in partnerships to advance teacher effectiveness and the learning of every student.
 5. Standard 5 — Engages teachers in instructionally focused inquiry cycles to accelerate teaching practice and equitable outcomes for every student.
 6. Standard 6 — Builds teacher capacity to advance equitable and inclusive learning by providing an optimal learning environment that meets the diverse academic, social, and emotional needs of every student.
- d. The goal of NTC's Instructional Coaching Practice Standards is to accelerate the development of teacher effectiveness, improve teacher retention, build teacher leadership, increase student learning, and support equitable outcomes for every learner. These standards are carefully framed to support maximum impact on teaching and learning, regardless of context.
 - e. Unit members assigned as Reading Specialist/Literacy Coach and STEM Specialist shall choose which standards to be evaluated on, subject to evaluator agreement.

8.4.2 Summative Evaluation Ratings

- a. The evaluator shall assess all unit members except instructional coaches by utilizing the Continuum of Teaching Practice. The Revised 2012 Continuum of Teaching Practice is aligned with the 2009 California Standards for the Teaching Profession (CSTPs) and builds on California's pre-service Teaching Expectations and sets forth a description of teaching that respects the diverse ways teachers pursue excellence in teaching and learning.
- b. The Continuum of Teaching Practice is organized to describe

five (5) levels of development:

1. Emerging
2. Exploring
3. Applying
4. Integrating
5. Innovating

c. Each level addresses what a teacher should know and be able to do in the six (6) CSTPs. The levels do not represent a chronological sequence in a teacher's growth, but each row describes developmental levels of performance. The levels become increasingly complex and sophisticated and integrate the skills of previous levels.

d. The Continuum of Teaching Practice was developed to:

1. Delineate the diversity of knowledge and skills needed to meet the varied and evolving needs of students.
2. Support the reflective practice and ongoing learning of teachers.
3. Support an ongoing process of formative assessment of a teacher's practice based on standards, criteria and evidence.
4. Set short or long-term goals for professional development over time.
5. Describe teaching practice and development throughout a teacher's career.
6. Support a vision of ongoing learning and teacher development.
7. Encourage collaboration between classroom teachers, resource personnel and families, to ensure that all students are successful.

e. The evaluator shall assess all instructional coaches by utilizing NTC's 2018 Continuum of Instructional Coaching Practice. The Continuum of Instructional Coaching Practice is

aligned with NTC's Instructional Coaching Practice Standards and helps program leaders support the development of coaches in the same responsive ways in which they expect coaches to support their teachers.

- f. The Continuum of Instructional Coaching Practice is organized to describe four (4) levels of development:
 - 1. Establishing
 - 2. Applying
 - 3. Integrating
 - 4. Innovating
- g. Each level addresses the stages of coach development that indicate what a coach should know and be able to do. The levels do not represent a chronological sequence in a teacher's growth, but each row describes developmental levels of performance. The levels become increasingly complex and sophisticated and integrate the skills of previous levels.
- h. The Continuum of Instructional Coaching Practice was developed to:
 - 1. Allow coaches to deepen their understanding of their own professional learning by assessing their own coaching practice.
 - 2. Help coaches examine their practice and make informed decisions about their ongoing development as professionals.
 - 3. Provide a common language that describes coaching practice to help program leaders and coaches engage in discussions of practice and subsequently plan meaningful professional learning to advance that practice.

8.4.3 Summative Evaluation Weighting

- a. Each CSTP shall carry the same proportionate weight (approximately 16.67%) regardless of the number of elements. Final ratings on each CSTP shall be an average of the ratings of the elements. The final rating on the summative evaluation

shall be an average of the ratings of the CSTPs. Average as used here refers to arithmetic mean: the sum of all of the numbers in a list divided by the number of items in that list. Standard mathematical rounding rules shall apply (i.e.: If the number you are rounding is followed by 5, 6, 7, 8, or 9, the number shall round up. If the number you are rounding is followed by 0, 1, 2, 3, or 4, the number shall round down).

- b. Each Instructional Coaching Practice Standard shall carry the same proportionate weight (approximately 16.67%) regardless of the number of elements. Final ratings on each Instructional Coaching Practice Standard shall be an average of the ratings of the elements. The final rating on the summative evaluation shall be an average of the ratings of the Instructional Coaching Practice Standards. Average as used here refers to arithmetic mean: the sum of all of the numbers in a list divided by the number of items in that list. Standard mathematical rounding rules shall apply (i.e.: If the number you are rounding is followed by 5, 6, 7, 8, or 9, the number shall round up. If the number you are rounding is followed by 0, 1, 2, 3, or 4, the number shall round down).

8.4.4 Timelines

2021-2022 shall serve as a soft launch for the implementation of this article. 2022-2023 shall serve as the pilot year for the implementation of this article.

The following are the timelines for the development and collection of evidence for each portfolio. These timelines may be extended by mutual agreement of any unit member to be evaluated and the evaluator.

- 8.4.4.1 Timeline for 2021-2022 Soft Launch – Portfolio A (Only): The following timeline is for use during the 2021-2022 school year only (Appendix D-5).

By the first work day of October 2021: Unit members to be evaluated shall be notified.

By the last work day of December 2021: Evaluator shall meet with unit member(s) to:

- a. Review and clarify the evaluation process;
- b. Share the relevant evaluation timelines; and

- c. Review the three (3) professional goals set by the unit member.

By the last work day of December 2021: Evaluator shall have completed at least one (1) informal observation for temporary, probationary, and permanent unit members.

By Friday, February 4, 2022: Evaluator shall have completed the formal observation for temporary and probationary unit members, including the pre and post observation conferences.

By the last work day of March: Evaluator shall have completed the formal observation for permanent unit members, including the pre and post observation conferences.

By the last work day of April: Evaluator shall have completed at least two (2) informal observations for temporary, probationary, and permanent unit members.

At least forty-five (45) calendar days prior to the last work day: Unit members shall have submitted their self-reflection(s) on their progress towards their three (3) professional goals.

At least thirty (30) calendar days prior to the last work day: Evaluator shall have completed all summative evaluations and conferences.

June 1, 2022 through July 31, 2022: Review, reevaluate, and revamp the evaluation process. Any agreed upon changes will be implemented in school year 2022-2023.

- 8.4.4.2 Timeline for 2022-2023 Pilot Year: The following timeline is for use during the 2022-2023 school year (Appendix D-6).

Portfolio A:

By the first work day of October: Unit members to be evaluated shall be notified.

By the last work day of October: Evaluator shall meet with unit member(s) to:

- d. Review and clarify the evaluation process;
- e. Determine the portfolio of evidence being utilized;
- f. Share the relevant evaluation timelines; and

- g. Review the three (3) professional goals set by the unit member.

By the last work day of December: Evaluator shall have completed at least one (1) informal observation for temporary, probationary, and permanent unit members.

By the last work day of January: Evaluator shall have completed the formal observation for temporary and probationary unit members, including the pre and post observation conferences.

By the last work day of March: Evaluator shall have completed the formal observation for permanent unit members, including the pre and post observation conferences.

By the last work day of April: Evaluator shall have completed at least two (2) informal observations for temporary, probationary, and permanent unit members.

At least forty-five (45) calendar days prior to the last work day: Unit members shall have submitted their self-reflection(s) on their progress towards their three (3) professional goals.

At least thirty (30) calendar days prior to the last work day: Evaluator shall have completed all summative evaluations and conferences.

June 1, 2023 through July 31, 2023: Review, reevaluate, and revamp the evaluation process, including both portfolios A and B. Any agreed upon changes will be implemented in school year 2023-2024.

Portfolio B:

By the first work day of October: Unit members to be evaluated shall be notified.

By the last work day of October: Evaluator shall meet with unit member(s) to:

- a. Review and clarify the evaluation process;
- b. Determine the portfolio of evidence being utilized;
- c. Share the relevant evaluation timelines;

- d. Review the three (3) professional goals set by the unit member; and
- e. Agree upon the professional growth cycle being utilized by the unit member.

By the last work day of December: Evaluator shall have completed at least two (2) informal observations for permanent unit members.

By the last work day of April: Evaluator shall have completed at least four (4) informal observations for permanent unit members.

At least forty-five (45) calendar days prior to the last work day: Unit members shall have submitted their self-reflection(s) on their progress towards their three (3) professional goals.

At least thirty (30) calendar days prior to the last work day: Evaluator shall have completed all summative evaluations and conferences.

June 1, 2023 through July 31, 2023: Review, reevaluate, and revamp the evaluation process, including both portfolios A and B. Any agreed upon changes will be implemented in school year 2023-2024.

8.5 Evaluation –Notification for New or Unavailable Unit Members

8.5.1 New Unit Members

Unit members who begin work after the first working day of October, but before twenty-five percent (25%) of the work year has expired, will receive a copy of Article 8 within ten (10) work days of their first day of work.

8.5.2 Notification to Unavailable Unit Members

Unit members who are ill or otherwise unavailable to be notified pursuant to Article 8.4.4 shall receive written notice sent by electronic mail to their District email address and certified mail sent to the unit member's last known address and postmarked on or before the first work day in October of the year in which they are to be evaluated.

8.6 Formal Observation

8.6.1 Pre-Observation Conference

The unit member(s) being formally observed and the evaluator shall meet at least two (2) days prior to the formal observation for the pre-observation conference (Appendix D-7) to:

- a. Review the content, context, and objective of the lesson to be observed.
- b. Determine the three (3) standards that will be the focus of the unit member's formal observation. The unit member shall select one (1) standard. The evaluator shall select one (1) standard. The third standard shall be the standard selected by the District for a District-wide focus. In the absence of a District-wide focus, the third standard shall be selected by the unit member.
- c. Schedule by mutual agreement the formal observation within five (5) days of the pre-observation conference. The formal observation shall last at least forty-five (45) minutes or one (1) full classroom period whichever is greater at the TK-5 level, and at least one (1) full period at grades 6-8.
- d. Schedule the post observation conference which shall be completed within ten (10) days of the pre-observation conference.

8.6.2 Formal Observation Ratings

- a. To evaluate all unit members except for instructional coaches according to the California Standards for the Teaching Profession, the "Formal Observation" form shall utilize the following ratings:
 1. Emerging
 2. Exploring
 3. Applying
 4. Integrating
 5. Innovating

- b. To evaluate instructional coaches according to NTC's Instructional Coaching Practice Standards, the "Formal Observation" form shall utilize the following ratings:
 - 1. Establishing
 - 2. Applying
 - 3. Integrating
 - 4. Innovating

8.6.3 Reschedule of Formal Observation

- a. The evaluator may unilaterally cancel the formal observation not more than twice before the end of the timelines set forth in Article 8.4.4 due to emergency circumstances at the school site and must inform the unit member of the circumstances.
- b. If the evaluator or unit member is absent due to illness or emergency, the two (2) parties shall mutually agree to a new observation date.
- c. If the unit member is responsible, by absence, for an inability to schedule the formal observation within the timelines set forth in Article 8.4.4 then the timelines for conducting the formal observation shall be extended by the number of days of the unit member's absence.
- d. If the formal observation is cancelled twice by the unit member's absence, the evaluator shall conduct an unscheduled formal observation.
- e. If the unit member is not responsible for the inability to schedule the observation with the timelines and the formal observation cannot take place within the Article 8.4.4 timelines, the unit member's formal observation shall be conducted the following year.
- f. If the formal observation is rescheduled, then the unit member and the evaluator shall follow Article 8.6.1 to arrange for the rescheduled formal observation.

8.6.4 Post-Observation Conference

A post-observation conference must be held within ten (10) days of the pre-observation conference to:

- a. Review the ways the presentation of the lesson/coaching session related to or met the standards chosen to provide a focus for the unit member's formal observation;
- b. Review the strengths observed, provide suggestions for improvement, and provide recommendations for subsequent lessons/coaching sessions;
- c. Provide the unit member an opportunity to share constraints inhibiting their ability to meet objectives and standards; and
- d. Provide the unit member with a copy of the "Formal Observation" form (Appendix D-8) completed by the evaluator.

8.7 Correcting Areas of Improvement

In the case of formal observation(s) rated "emerging" or "exploring," the evaluator shall take positive action to assist the unit member in correcting any cited areas of improvement. The evaluator's role to assist the unit member shall include, but not be limited to the following:

- a. Specific recommendations for improvement;
- b. Direct assistance to implement the recommendations;
- c. Provisions of additional resources to be utilized to assist with improvement such as: Instructional Coach support, release time to observe other teachers identified by the evaluator, or other District-provided training or support.
- d. Techniques to measure improvement;
- e. Time scheduled to monitor progress.

8.8 Summative Evaluation and Conference

A summative conference between the unit member and evaluator shall be held no later than thirty (30) calendar days prior to the end of the school year to discuss the content of the summative evaluation. At the conference, the evaluator shall provide the unit member with a copy of the "Summative Evaluation" (Appendix D-9). In the event the unit member disputes the content, within ten (10) days of the summative conference, the unit member

may prepare and submit to the Human Resources Department a written statement which shall be attached to the summative evaluation.

8.9 Modification of Professional Goals

During the course of the evaluation period, circumstances may change which require modification of the original professional goals set by the unit member. The unit member may change their goals subject to agreement by their evaluator.

8.10 Evaluation Forms

8.10.1 Forms

Only the evaluation forms attached to this collective bargaining agreement as Appendix D shall be used to evaluate unit members, excluding self-reflection addressed in Article 8.2. These forms shall be accessed and completed through the PowerSchool Unified Talent platform “Perform.” This platform is designed to manage and conduct observations and evaluations, online or in person, and to provide a feedback loop.

8.10.2 Material Considered for Summative Evaluation

In preparing the “Summative Evaluation,” for placement in the unit member’s personnel file, the evaluator shall rely on the portfolio of evidence. Any areas of improvement which may have been brought to the attention of the unit member and subsequently improved, shall be rated at the current level of development on the Continuum of Teaching Practice.

8.11 Identification of Constraints

A unit member shall have the right to identify in writing any constraints that the unit member believes may have inhibited their ability to meet the objectives and standards established.

8.12 Unit Member Participation

Unit members shall not evaluate other unit members. Unit members may request informal observations by fellow unit members subject to agreement.

8.13 Evaluations Content

The evaluation of unit members pursuant to this Article shall not include or be based upon the following:

8.13.1 Publisher's norms established by standardized tests.

8.13.2 Any test result/programs excluded by law.

8.14 Complaint Used in an Evaluation

8.14.1 Written Statement

If an evaluation is based upon derogatory information, charges or complaints by students, parents, or employees other than the evaluator, the derogatory information must be reduced to writing and then the unit member has the right to:

- a. Be given a copy of the complaint or derogatory information within five (5) working days of receipt of the complaint or derogatory information by the District, if derogatory information/complaint is utilized in the evaluation of a unit member;
- b. Meet with the specific person making the complaint if the complainant agrees to meet with the unit member;
- c. Respond in writing to any complaint or derogatory information and attach to the unit member's response;
- d. Appeal the evaluator's decision regarding the complaint to the Superintendent or designee, other than a site administrator, within five (5) working days of the disposition of the complaint by the evaluator should the unit member disagree with the evaluator's disposition of the complaint. The decision of the Superintendent regarding the complaint shall be final. The Superintendent shall sign the written disposition.

8.14.2 Public Charges Affecting Evaluation

If any parent or citizen complaint is utilized against a unit member, the complaint shall be reported to the unit member by the receiving administrator within five (5) work days of receipt of the complaint.

ARTICLE 9. LEAVES OF ABSENCE PROVISIONS

The intent of this Article is to provide the leaves required by state and/or federal law, including, for example, laws regarding family care and medical leave (FMLA and CFRA), Pregnancy Disability Leave (California), parental leave (California Education Code) and implementing regulations. In the event of a conflict between this Article and the law and/or implementing regulations, the law and/or implementing regulations shall prevail.

9.1 General Provisions

The District will comply with the Family Care and Medical Leave Laws. (The current pertinent requirements are set forth in Appendix E).

The District agrees to implement Education Code Section 44977.5.

9.1.1 Absence Without Leave

Unit members taking absences without leave may be subject to written reprimand and loss of pay. Repeated abuses of absence without leave shall subject the unit member to loss of pay, reprimand and/or dismissal, except for absences clearly beyond the control of the unit member.

9.1.2 Approved Leave of Absence

Unless otherwise agreed, a unit member on a paid or unpaid leave of absence approved by the Board of Education of four (4) school months duration or less shall be entitled to return to the same position or position similar to that held immediately before commencement of the leave. A unit member shall receive credit for annual salary increments for a paid leave. Unit members who fail to return by the date agreed shall be considered to have resigned unless an extension has been requested from and granted by the Board.

9.2 Personal Illness and Injury Leave (Sick Leave)

9.2.1 Sick Leave

Full-time unit members shall be entitled to accrue sick leave with full pay for purposes of personal illness, injury, pregnancy disability, or quarantine at the rate of one (1) day for each school month of contracted employment, according to the following schedule:

- a. Basic work year from one hundred eighty-six (186) work days to two hundred one (201) work days, ten (10) days of sick leave. (Subject to calendar negotiation.)

9.2.2 Unused Sick Leave

Unused sick leave days shall accumulate from year to year without limit.

9.2.3 Accumulations and Transfer of Sick Leave

The full year's credit of current sick leave shall be available and can be used on the first day of contracted service, with accumulated sick leave added to it. Sick leave accumulated in other California school districts shall be transferred in accordance with Education Code 44979.

9.2.4 Prorated Sick Leave

Sick leave shall be prorated on the basis of one (1) day per school month for contracted service less than the basic year.

9.2.5 Statements of Personal Illness and Injury Leave

The District shall provide each unit member with a written statement of (1) the accrued personal illness and injury leave total and (2) the personal illness and injury leave entitlement for the school year. The statement shall be provided no later than the last day of the first teaching month of each school year.

9.2.6 Accrued Sick Leave upon Retirement

Upon retirement, the unit member's accrued sick leave, if any, may be applied towards service credit in accordance with State Teachers Retirement System (STRS) regulations.

9.2.7 Verifications of Reasons for Absence

- a. The Superintendent, Superintendent's designee, or the unit member's supervisor may require a physician's or other verification as to an unit member's reasons for absence longer than four (4) work days or when a pattern of absence is established to indicate unit member malingering, and the unit member is advised that verification will be required for that absence prior to returning to work.

- b. A unit member shall not be compensated for a day of absence on the work day before or work day after a holiday or before or after a school break unless the unit member provides the District with a medical doctor's written verification of illness or proof of an emergency on the day of return to work.

9.2.8 Physician's Statement

If requested, it shall be the unit member's responsibility to present a physician's statement certifying the unit member's fitness to return to full-time duty after an absence due to the unit member's illness or injury.

9.2.9 Notification of Absence and Return to Work

A unit member shall utilize the District online substitute system no later than 7:30 a.m. of the day of an absence that the unit member will not be present in order to provide the District time to secure a substitute, unless there are emergency circumstances. The unit member shall contact the Principal or designee no later than 2:00 p.m. on the day before returning to work in order to notify the District that the unit member is returning. If emergency circumstances prevent the unit member from providing the required notice, the unit member shall notify the District as soon as possible and also explain the emergency circumstances.

9.2.10 Increments for Use of Sick Leave

A unit member who is absent for one-half (1/2) day or less shall have one-half (1/2) day deducted from the accumulated leave; and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.

9.3 Paid Family Care Policy Leave (Labor Code § 233)

In any school year a unit member may use up to a maximum of five (5) days of leave that is credited under Section 9.2.1 for any of the following reasons:

- 9.3.1 Diagnosis, care, or treatment of the unit member's existing health condition or preventive care for the unit member; or
- 9.3.2 Diagnosis, care, or treatment of an existing health condition of, or preventive care for a unit member's family member. For the purposes of using sick leave under this Section 9.3 only, "family member" shall mean a unit member's parent, child, spouse,

registered domestic partner, parent-in-law, sibling, grandchild or grandparent.

9.3.3 In addition, with appropriate certification a unit member who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this Section 9.3 for the following reasons:

- To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- To obtain services from a domestic violence shelter, program, or rape crisis center;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

9.3.4 The provisions of Sections 9.2.7 Verification of Reasons for Absence; 9.2.9 Notice of Absence and Return to Work; and 9.2.10 Increments for Use Of Sick Leave apply to a unit member's use of personal illness or injury leave for Paid Family Care Leave. A unit member shall use this leave before using the leave in Section 9.11 (Personal Necessity).

9.3.5 This Section 9.3 does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (FMLA) (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (CFRA) (Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

9.4 Pregnancy Disability Leave

As provided in Government Code Section 12945, a pregnant unit member is entitled to an unpaid leave of up to four (4) months, as needed, for the period(s) of time the unit member is affected or disabled by pregnancy as

determined by her health care provider. There is no length of service requirement to be eligible for Pregnancy Disability Leave or pregnancy-related accommodations.

9.4.1 Definitions that apply to Article 9.4

9.4.1.1 “Affected by Pregnancy” means that because of pregnancy, childbirth, or a related medical condition, or a “condition related to pregnancy, childbirth, or a related medical condition,” as set forth in Government Code Section 12945, it is medically advisable for an employee to transfer or otherwise to be reasonably accommodated.

9.4.1.2 A woman is “disabled by pregnancy” if, in the opinion of her health care provide, she is unable because of pregnancy to perform any one or more of the essential functions of her job or to perform any of these functions without undue risk to herself, to her pregnancy’s successful completion, or to other persons.

9.4.2 Reasonable Accommodation for Pregnancy-Related Disabilities

9.4.2.1 Any unit member who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. If a unit member requests an accommodation based on health care provider’s advice that an accommodation is medically necessary, the District and the unit member shall engage in an interactive process to identify an appropriate accommodation.

9.4.2.2 Any temporary transfer or other reasonable accommodation provided to an unit member affected by pregnancy will not reduce the amount of the unit member’s four (4) month Pregnancy Disability Leave time the unit member unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work. An accommodation that involves a reduced work schedule or intermittent leave will be deducted from the unit member’s four (4) month leave.

9.4.2.3 The District will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an unit member affected by pregnancy if: she requests a transfer or other accommodation; the

request is based upon the certification of her health care provider as “medically advisable”; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

9.4.2.4 As part of this accommodation process, no additional position will be created and the District will not discharge another unit member, transfer another unit member with more seniority, or promote or transfer any unit member who is not qualified to perform the new job.

9.4.3 Advance Notice and Medical Certification

Using the District’s Certification of Health Care Provider form, a unit member should provide at least thirty (30) days advance notice or notice as soon as practicable of the unit member’s need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

9.4.4 Use of Sick Leave During Pregnancy Disability Leave

A unit member is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave. If a unit member exhausts her accrued sick leave and remains on leave, intermittent leave or reduced work schedule, she will use Extended Sick Leave/Differential Leave under Article 9.8. Use of sick leave and Extended Sick Leave/Differential Leave will not extend the available Pregnancy Disability Leave under this Article 9.4.

If a unit member exhausts her accrued sick leave and remains on a leave or working intermittently/a reduced work schedule, she will use her 5 months of Extended Sick Leave/Differential Leave under Article 9.8. Use of such sick leave and Extended Sick Leave/Differential Leave will not extend the available leave of absence time. Sick leave hours will not accrue during any unpaid portion of the leave of absence,

9.4.5 Health and Welfare Benefits

The District shall maintain its contribution toward health and welfare benefits during any unpaid portion of a Pregnancy Disability Leave for a period of up to four (4) months, as defined above, on the same terms as they were provided prior to the leave time.

If an unit member takes additional leave of absence following a Pregnancy Disability Leave that qualifies as California Family Rights Act (“CFRA”) leave, the District will continue to maintain its contribution toward health and welfare benefits for the duration of the unit member’s unpaid CFRA leave, up to a maximum of twelve (12) work weeks in a fiscal year.

9.4.6 Unit Member Status

During a pregnancy disability leave, the unit member shall retain employee status, and the leave shall not constitute a break in service for any purpose under this Agreement except that the leave shall not count toward completion of probation.

9.4.7 Miscarriage or Death of a Child or after Childbirth

If a unit member is on pregnancy disability leave, or childbearing, or childbearing preparation leave (Article 9.6), and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which employee unit member is qualified, the District will assign the unit member as soon as possible.

9.4.8 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

- 9.4.8.1 A pregnancy disability leave shall run concurrently with the unit member’s leave entitlement under the federal Family and Medical Leave Act (FMLA).
- 9.4.8.2 The right to take pregnancy disability leave is separate and distinct from the right to take leave under the California Family Rights Act (CFRA). A unit member’s own disability due to pregnancy, childbirth or related medical conditions is not a “serious health condition” under CFRA.
- 9.4.8.3 At the end of the unit member’s period(s) of pregnancy disability leave, or at the end of four (4) months of pregnancy disability leave, whichever occurs first, a CFRA-eligible unit member may request to take CFRA leave of up to twelve (12) workweeks for reason of the birth of her child, if the child has been born by this date. (See Section 9.9 for terms of this additional available leave.)

9.4.9 Return to Position After Pregnancy Disability Leave

- 9.4.9.1 Subject to state law and regulations regarding Pregnancy Disability Leave, the unit member on pregnancy disability leave shall be entitled to return to the same position, or, if the District is excused by law, to a comparable position to that held at the time the leave commenced. Under no circumstances is this language intended to provide rights beyond that which the unit member would have enjoyed had the unit member not been on leave. A unit member has no greater right to reinstatement to the same position or to a comparable position than she would have if the unit member had not been on leave.
- 9.4.9.2 As a condition of a unit member's return from Pregnancy Disability Leave, the unit member shall obtain from her health care provider a release to return to work stating that she is able to resume her job duties with or without reasonable accommodation.
- 9.4.9.3 If the unit member and the District have agreed upon a definite date of return from pregnancy disability leave, the unit member will be reinstated on that date if the unit member gives the District at least five (5) work days advance notice that the unit member is able to return on that date. If the length of the pregnancy disability leave has not been established, or if it differs from the original agreement, the unit member will be returned to work within two (2) work days, where feasible, after the unit member notifies the District of her readiness to return.
- 9.4.9.4 If the District is excused by law from reinstating the unit member to the same position, unless also excused by law, the District will reinstate the unit member to a comparable position on her scheduled return date or within sixty (60) calendar days of her scheduled return date.
- 9.4.9.5 At the expiration of Pregnancy Disability Leave, if a unit member takes a CFRA leave for reason of birth of her child, the unit member's right to reinstatement to her job is governed by CFRA. Under CFRA; the District may reinstate a unit member to either her same or a comparable position.

9.5 Leave Without Pay for Child Rearing

9.5.1 Acceptable Leave

Leave without pay or other benefits shall be granted to an unit member who applies for such leave prior to going on pregnancy disability leave, prior to adoption of a newborn baby, or in the event of the unit member's spouse's death during childbirth. In all other cases, leave without pay or other benefits may be granted to a unit member for child rearing.

9.5.2 Requests for Leave

The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) days prior to the day on which the leave is to begin. The request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

9.5.3 Duration of Leave

The duration of such leave for a unit member with a newborn baby (natural or adopted) shall consist of no more than the remainder of the current school year and may be extended for the following school year. An extension of such leave may be granted, not to exceed an additional twelve (12) months. Child rearing leaves may be granted in accordance with this section for an employee with an older child (i.e., other than newborn or newly adopted).

9.5.4 Use of Accrued Sick Leave

The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on leave for child rearing.

9.5.5 Employment Status

There shall not be a diminution of employment status for child rearing except that no unit member shall be entitled to compensation, increment, nor shall the time taken on child rearing count toward credit for permanent teachers in earning tenure status.

9.5.6 In the Event of the Death of the Child

If a unit member is on leave for childbearing preparation and in the event of a miscarriage or death of the child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member as soon as possible.

9.6 Leave Without Pay for Child Bearing Preparation

Leave without pay or other benefits may be granted to a unit member for preparation for childbearing.

9.6.1 Request for Leave

The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) days prior to the date on which the leave is to begin. The request shall be in writing and shall include a statement as to the dates the employee unit member wishes to begin and end the leave without pay.

9.6.2 Duration of Leave

The duration of such leave shall consist of no more than the remainder of the current school year.

9.6.3 Use of Accrued Sick Leave or Paid Leave

The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on childbearing preparation leave.

9.6.4 Employment Status

There shall not be a diminution of employment status for child bearing except that no unit member shall be entitled to compensation, increment, nor shall the time taken on child bearing preparation leave count toward credit for probationary teachers in earning permanent status.

9.6.5 In the Event of the Death of the Child

If a unit member is on leave for childbearing preparation and in the event of a miscarriage or death of the child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is

qualified, the District will assign the unit member as soon as possible.

9.6.6 Relationship to Pregnancy Disability Leave

Leave for Child Bearing Preparation shall end and Pregnancy Disability Leave shall begin when the unit member provides the notice and medical certification required in Article 9.4.3.

9.7 Parental Leave (Maternity/Paternity Leave)

9.7.1 Parental Leave, Defined

For purposes of this section, “parental leave” is defined as leave for reason of the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member.

9.7.2 Interpretation of Parental Leave

This Section 9.7 is based on Education Code Section 44977.5 and shall be interpreted and implemented in compliance with Section 44977.5 as amended by the California Legislature or interpreted by a court with jurisdiction over the District and RTA.

9.7.3 During each school year, a unit member may use the unit member’s accrued sick leave for purposes of parental leave for a period of up to twelve (12) workweeks and can be used intermittently during the twelve (12) month period.

9.7.4 Parental leave does not have to be taken in one (1) continuous period of time. Any leave(s) shall be concluded within one (1) year of the birth or foster care or adoption placement of the child with the unit member. The basic minimum duration of the leave shall be two (2) weeks. However, the District shall grant a request for two (2) occasions and may grant requests for additional occasions less than two (2) weeks.

9.7.5 When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty on account of parental leave pursuant to Government Code Section 12945.2 (CFRA), the unit member is entitled to receive differential pay during the remainder of the twelve (12)-work week period in which the absence occurs. The unit member is guaranteed to receive no less than fifty percent (50%) of the unit member’s salary even if the pay for the substitute employed to fill

the unit member's position during the absence exceeds fifty percent (50%) of the unit member's salary. The same applies even if no substitute unit member has been employed. The District shall make every reasonable effort to secure the services of a substitute.

9.7.6 For purposes of parental leave under this Section 9.7, all of the following apply:

- (1) The twelve (12)-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- (2) A unit member shall not be provided more than one (1) twelve (12)-week period for parental leave during any twelve (12)-month period.
- (3) Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Government Code Section 12945.2 (CFRA). The aggregate amount of parental leave taken pursuant to this section and Government Code 12945.2 (CFRA) shall not exceed twelve (12) workweeks in a twelve (12)-month period.

9.7.7 This Section 9.7 shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the Governing Board of the District.

9.7.8 Notwithstanding Government Code Section 12945.2(a) (CFRA) a unit member is not required to have one thousand two hundred fifty (1,250) hours of service with the District during the previous twelve (12)-month period in order to take parental leave pursuant to this Section 9.7.

9.8 Extended Illness Leave

During each fiscal year, if a unit member has exhausted all of the available sick leave, including accumulated sick leave and is still absent from duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the unit member's employment, the amount deducted from the salary due the unit member shall not exceed the sum that is actually paid a substitute employed to fill the absent unit member's position or, if no substitute was employed, the amount that would have been paid to the substitute if one had been employed. The sick leave described in Sections 9.2.1 and 9.2.3 and the five (5) month period described in this Section 9.8 shall run consecutively. A unit member shall

not be provided more than one (1) five (5) month period per illness or accident. If a school year terminates before the five (5) month period is exhausted, however, the unit member may take the balance of the five (5) month period in a subsequent school year.

9.9 Family Care & Medical Leave

9.9.1 Generally

Each eligible bargaining unit member is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended, as provided in AR 4161.8/4261.8/4361.8 approved by the Governing Board and attached as Appendix E-1. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

9.9.2 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the unit member may be entitled for the same qualifying reason. A unit member is required to utilize the unit member's accrued sick leave for FMLA/CFRA qualifying absences due to the unit member's own serious health condition.

9.9.3 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this Article 9.9 is the addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which a unit member may be qualified under state law (CFRA only. See Article 9.4.)

9.9.4 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time unit member must have been employed by the District for at least twelve (12) months (fifty-two (52) weeks), which need not be consecutive, and have actually worked at least one thousand two hundred fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

9.9.5 Family Care and Medical Leave Entitlement

Subject to state and federal law, including the FMLA and CFRA, (Collectively “FMLA Leave”) an eligible unit member is entitled to a total of twelve (12) workweeks of unpaid leave in a twelve (12) month period for any of the following reasons:

- 9.9.5.1 The birth of a child and to care for the newborn child within twelve (12) months following birth (FMLA and CFRA) (“Bonding Leave”);
- 9.9.5.2 The placement with the unit member of a child in connection with adoption or foster care of the child by the unit member and care for the newly placed child (FMLA and CFRA) (“Bonding Leave”);
- 9.9.5.3 To care for the unit member’s child, parent, spouse, with a serious health condition (“FMLA and CFRA”);
- 9.9.5.4 Because of a unit member’s own serious health condition (“Serious Health Condition Leave”) that makes the unit member unable to perform the functions of the unit member’s position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by Pregnancy Disability Leave. (Pregnancy disability counts toward California Pregnancy Disability Leave and FMLA only.)
- 9.9.5.5 Because of any “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s active duty or call to active duty in a foreign country as a member of the military reserves, National Guard or Armed Forces (“Military Exigency Leave”) (FMLA only.)

9.9.6 Definitions Under Family Care and Medical Leave

9.9.6.1 Child

“Child” is defined as a biological, adopted, or foster son or daughter, stepson or stepdaughter, legal ward, or child of a unit member who is under eighteen (18) years of age or an adult dependant child.

9.9.6.2 Parent

“Parent” is defined as a biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco parentis to the unit member when the unit

member was a child. Parent does not include parent-in-law.

9.9.6.3 Spouse

“Spouse” means partner in marriage as defined in Family Code Section 300 or a registered domestic partner as defined in the California Family Code and includes same-sex partners.

9.9.6.4 “Domestic Partner” is defined as the registered domestic partner of an eligible unit member.

9.9.6.5 Qualifying Exigency (FMLA only)

“Qualifying exigency” means short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangement, counseling, rest and recuperation, post-deployment activities, and parental care. These terms defined and the terms and conditions of military exigency leave are described in more detail in 29 CFR 825.126, attached as Appendix E-2.

9.9.6.6 Twelve (12)-month Period

The twelve (12)-month period for purposes of family care and medical leave under this Article 9.9 is a fixed twelve (12)-month period from July 1 to June 30 of any year.

9.9.7 Length of Leave

9.9.7.1 If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be twelve (12) work weeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; and (3) Serious Health Condition Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible unit member may be entitled to additional leave under applicable law. When the reason for leave is Bonding Leave and both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of twelve (12) work weeks off between the two (2) of them. When the reason for leave is Family

Care Leave and if both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of twelve (12) work weeks off between the two of them under Fed-FMLA. The twelve (12)-month period is a fixed twelve (12)-month period from July 1 to June 30 of any year.

9.9.7.2 The maximum amount of FMLA Leave for an unit member wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) work weeks in a single twelve (12)-month period. A "single twelve (12)-month period" begins on the date of your first use of such leave and ends twelve (12) months after that date. (FMLA only.)

9.9.7.3 Under some circumstances, a unit member may take FMLA Leave intermittently which means taking leave in blocks of time, or by reducing the unit member's normal weekly or daily work schedule. If a unit member is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Unit members who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the District's operations. A unit member must contact his/her manager and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the District may require a unit member to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If a unit member's request for intermittent leave is approved, the District may later require a unit member to obtain recertifications of his/her need for leave.

9.9.7.4 To the extent required by law, leave beyond an unit member's FMLA Leave entitlement will be granted when the leave is necessitated by an unit member's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act ("ADA") and/or the Fair Employment and

Housing Act (“FEHA”). When the reason for CFRA leave was the unit member’s serious health condition, which also constitutes a “disability” under the FEHA and the unit member cannot return to work at the conclusion of the CFRA leave, the District will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

9.9.8 Notice and Certification

9.9.8.1 Bonding, Family Care, Serious Health Condition Leave, and Military Caregiver Leave Requirements

9.9.8.1.1 Unit members may be required to provide: (1) thirty (30)-day advance notice when the need for the leave is foreseeable; (2) such notice as is both possible and practical if the leave must begin in less than thirty (30) days (normally this would be the same day the unit member becomes aware of the need for leave or the next business day); (3) when the need for leave is not foreseeable, notice within the time prescribed by the District’s normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (4) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within fifteen (15) calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (5) periodic recertification (but only to the extent permitted by applicable law, generally not under CFRA); and (6) periodic reports during the leave.

9.9.8.1.2 The written notice must inform the District the reasons for the leave, the anticipated start of the leave, and the anticipated duration of the leave.

9.9.8.1.3 At the District’s expense, the District may also require a second or third medical opinion. For the third medical opinion, it must be a health

care provider jointly agreed upon by the District and unit member, regarding an unit member's own serious health condition or the serious health condition of the unit member's family member for Fed-FMLA purposes and for CFRA purposes, the unit member's own serious health condition. In some cases, the District may require a second or third opinion regarding the injury or illness of a "Covered Servicemember."

9.9.8.2 Military Exigency Leave

Unit members seeking to use Military Exigency Leave are required to provide the District with (1) as much notice of the need for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member's active duty orders when the unit member requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and (3) a completed Certification of Qualifying Exigency form within fifteen (15) calendar days, unless unusual circumstances exist to justify providing the form at a later date.

9.9.9 Family Care and Medical Leave to Care for a Covered Servicemember With a Service Injury or Illness ("Military Caregiver Leave") (FMLA only)

Subject to the provisions of this Article and federal law, including the FMLA and implementing regulations, an eligible unit member may take FMLA leave to care for a covered servicemember with a serious injury or illness if the unit member is a spouse, son, daughter, parent, or next of kin of the service member.

9.9.9.1 An eligible unit member's entitlement under this Section 9.9.9 is limited to a total of twenty-six (26) workweeks of leave during a single twelve (12)-month period to care for a covered servicemember with a serious injury or illness. The "single twelve (12)-month period" in which the twenty-six (26) weeks of leave entitlement begins on the first day a unit member takes leave to care for the covered servicemember.

9.9.9.2 During the “single twelve (12) -month period” described above, an eligible unit member’s FMLA leave entitlement if the unit member is taking military caregiver leave is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

9.9.9.3 The federal regulations governing Military Caregiver Leave, and describing the terms and conditions of the leave, 29 CFR 825.122 825.124, and 825.127 are included in Appendix E-3.

9.9.10 Compensation During Leave/Concurrent Running of Leaves

9.9.10.1 FMLA Leave is unpaid, except as set forth below and/or to the extent it runs concurrently with paid leaves as set forth in this Article. The District will only require unit members to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the unit member’s own serious health condition or for any other reason, mutually agreed to by the District and the unit member. All payments of wage-replacement benefits and accrued paid leave will be integrated so that unit members will receive no greater compensation than their regular compensation during the FMLA Leave.

9.9.10.2 Entitlement to family and medical leave for the purposes of the unit member’s own illness (except for pregnancy disability) shall be satisfied by and run concurrently with leaves taken pursuant to Article 9 (e.g., Sick Leave and Extended Sick Leave.)

9.9.10.3 In addition, unit members may elect to use their accrued sick leave when the FMLA leave is for Family Care Leave and/or Military Caregiver Leave.

9.9.10.4 When such paid benefits are exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

9.9.11 Benefits During Leave

9.9.11.1 The District will continue making contributions for unit member’s group health benefits during the FMLA Leave leave on the same terms as if the unit member had continued to work. This means that if a unit member wants benefits coverage to continue during his/her leave,

the unit member must also continue to make any premium payments that he/she is now required to make for the unit member or his/her dependents. Unit members taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Exigency Leave will generally be provided with group health benefits for a twelve (12) work week period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the unit member takes additional time off that qualifies as CFRA leave, the District will continue the unit member's health insurance benefits for up to a maximum of twelve (12) work weeks in a twelve (12)-month period.

Unit members taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of twenty-six (26) work weeks.

In some instances, the District may recover premiums it paid to maintain health coverage if the unit member fails to return to work following a FMLA Leave.

9.9.12 Job Reinstatement

9.9.12.1 Except as provided by law, under most circumstances, unit members will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, unit members have no greater right to reinstatement than if they had been continuously employed rather than on leave.

9.9.12.2 Prior to being allowed to return to work, an unit member wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the unit member can perform the essential functions of the job as those essential functions relate to the unit member's serious health condition.

9.10 Bereavement Leave

Each unit member is granted a total of five (5) days of leave at full pay in any school year in the event of death or grave illness of the immediate family. Grave illness constitutes a person in danger of dying. For the purpose of this Section, the immediate family of a unit member includes: mother, step mother or foster mother, father, step father, or foster father, mother-in-law,

or father-in-law, grandmother, grandfather or a grandchild of the unit member or the spouse or domestic partner of the unit member, and the spouse, daughter, step daughter, daughter-in-law, son, step son, son-in-law, sister, step sister, or foster sister, brother, step brother, or foster brother or any relative living in the immediate household of the unit member.

9.11 Personal Necessity Leave

9.11.1 A unit member may elect to use up to seven (7) days of the unit member's accumulated sick leave in any school year for purposes of personal necessity including:

- a. Death or serious illness of a member of unit member's immediate family. (This is in addition to Bereavement Leave under Section 9.10.)
- b. Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- c. Appearance in court as a litigant, or as a witness under official order.
- d. Adoption of a child.
- e. The birth of a child.
- f. Other emergencies and religious holidays which cannot reasonably be deferred to another day or time, as mutually agreed upon by the unit member and immediate supervisor.

9.11.2 Notification of Leave

With the exception of (a), (b) and (e) above, the unit member shall notify, in advance, his/her immediate supervisor of his/her intent to take a personal necessity leave.

9.11.3 Reason for Absence

All unit members are required to indicate which of the above circumstance is the reason for the absence in order for the absence to qualify for personal necessity leave.

9.12 No-Tell Leave

9.12.1 Purpose

For reasons brought about by circumstances beyond the control of the unit member, the Superintendent shall grant up to two (2) days of no-tell leave in any school year to an unit member which shall be deducted from sick leave, without loss of pay.

9.12.2 Notification of No-Tell Leave

Notification of no-tell leave shall be made in writing by the unit member to the Superintendent through the immediate supervisor at least five (5) days prior to the commencement of the leave, except in cases of emergencies.

9.12.3 No-Tell Leave and Holidays and Professional Development Days

No-tell leave may not be used by a unit member on the workday before or after a holiday, or the work day before or after spring or winter break; or on a professional development day, or during the group testing portion of the standardized state testing, (a two-week window period) except in the case of a family wedding or family graduation.

9.12.4 No-Tell Leave After June 1

No tell leave shall not be taken after June 1 of any school year, except in the case of a family wedding or family graduation.

9.13 Jury Duty and Official Appearance Leave

9.13.1 Conditions for Jury Duty or Official Appearance Leave

A unit member shall be entitled to a paid leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall notify the District immediately upon receipt of notice for jury duty or as a witness, and provide the District with a copy of the jury duty notice, judicial subpoena, governmental agency summons or other official written notice of appearance.

9.13.2 Pay During Jury Leave

The unit member while serving jury duty, will receive full pay, provided any amount for jury service, excluding expenses, is paid

over to the District by the employee. Any witness fees paid to the unit member other than mileage shall be deducted from the unit member's salary.

9.14 Military Leave

Military leave shall be provided in accordance with statutory provisions. Except as required by law, military leaves of absence shall be unpaid.

9.15 Legislative Leave

A permanent unit member who is elected to the State legislature, Congress or a school board in another district shall be entitled to an unpaid leave of absence for the length of the unit member's term of elective office. If a unit member returns to work within six (6) months after the term of the unit member's elective office expires, the unit member shall be entitled to the position held by the unit member at the time of the unit member's election, at the salary the unit member would have received if the unit member had not taken a Legislative Leave under this section. The unit member on such leave shall give the Board at least six (6) weeks prior notice of the intended return to employment at the end of the leave. The unit member shall not be entitled to any of the other benefits accorded by Section 9.1.2.

9.16 Industrial Accident and Illness Leave

In accordance with the Education Code and law, members of the unit shall be provided industrial accident and illness leave benefits under the following provisions:

9.16.1 Procedures

9.16.1.1 The unit member shall immediately inform the immediate supervisor of any work-related injury or illness when it occurs unless the physical illness/injury makes it impracticable to do so. The unit member, or his/her designee, shall file with the District an accident report on the District accident form within twenty-four (24) hours of an accident, unless the physical injury makes it impracticable.

9.16.1.2 At the District's written request, the unit member shall provide the District with the physician's report of the unit member's physical condition. The unit member shall immediately transmit the District's request to the attending physician. The District may require the unit

member to submit to an examination at District expense by a District-designated physician.

9.16.1.3 Unit members returning to work from industrial accident or illness leave shall be required to present a physician's release verifying medical permission to return to work without restrictions.

9.16.2 Workers Compensation

Unit members will be entitled to industrial accident or illness leave for injuries that qualify for workers' compensation.

9.16.3 Limit of Allowable Leave

Allowable industrial accident or illness leave shall not be less than sixty (60) days during which the schools of the District are required to be in session or when the member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

9.16.4 Accumulations

Allowable industrial accident or illness leave shall not be accumulated from year to year.

9.16.5 Calculation

Allowable industrial accident or illness leave shall commence on the first day of absence.

9.16.6 Salary During Industrial Accident Injury Absence

When a unit member is absent from duty on account of an industrial accident or illness, the unit member shall be paid such portion of the 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 commencing with section 6100 of the Labor Code, will result in a payment to him/her of not more than the unit member's full salary.

9.16.7 Disputed Claims

In case of a disputed claim the District has the right to have the unit member examined by a physician designated by the District, at District expense, to assist in determining the length of time during which the unit member will be temporarily unable to perform

assigned duties and the degree to which a disability is attributable to the injury involved.

9.16.8 Reduction of Industrial Accident or Illness Leave

Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

9.16.9 Leave During Second Contiguous Fiscal Year

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

9.16.10 Benefits upon Termination of Industrial Accident or Illness Leave

Upon termination of the industrial accident or illness leave, the member shall be entitled to the benefits provided in Education Code, Sections 44977, 44978, and 44983, Section 9.2 (Personal Illness and Injury Leave) and Section 9.7 (Extended Illness Leave), and for the purposes of each of these sections, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member 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.

9.16.11 Wage Offsets/Integration of Benefits

During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the unit member's industrial accident or illness. The checks shall:

- a. Be endorsed and immediately turned over to the District upon receipt, or
- b. If retained by the unit member, the unit member shall immediately notify the District of the amount of the temporary disability indemnity payment. The District in turn shall issue the unit member appropriate salary warrants for payment of the member's salary, and shall

deduct normal retirement, other authorized contributions, and the temporary disability indemnity if any is actually paid to and retained by the unit member for periods covered by such salary warrants.

9.16.12 Travel Restrictions

Any unit member receiving benefits for industrial accident or illness may travel outside the state of California if approved by the Superintendent or designee. The unit member shall file request to travel with the Director of Human Resources stating the reasons for travel, departure date, location, mailing address and return date.

9.16.12.1 Exceptions

The Superintendent or designee may approve travel outside the state in excess of thirty (30) days if:

- a. The employee files with the Human Resources Department a verification from a physician that travel outside the state in excess of thirty (30) days is necessary for medical care or treatment, or
- b. The employee verifies that care can be provided more reasonably in the home of a friend or relative. In such a case, the District may require periodic verification by a physician that the employee is still disabled and unable to work.

9.16.13 Medical Verification

A unit member requesting a leave of absence for industrial accident or illness is required to provide a doctor's certificate that the unit member is medically unfit to return to work. Payment shall not be made unless such certification is on file with the District.

A unit member may use their own physician for work-related injury or illness when the unit member has their personal physician listed on the pre-designated physician form on file prior to the injury or illness.

9.17 Leave Without Pay

9.17.1 Conditions for Leave Without Pay

Leave of absence for up to one (1) year only without pay may be granted to unit members after the first year of service, if approved by the Board of Trustees. This discretionary leave is in addition to any kind of leave listed in previous sections of this Article. Reasons for an unpaid leave may include illness, accident, study, family care or a need for rest and recuperation (in which cases leave may be extended after the first year, if the Board of Trustees so permits), advanced professional training, and teaching outside the United States.

- 9.17.2 Unit members taking an approved unpaid leave of absence shall retain all previously earned salary step placement, accumulated unused sick leave, or other employment status earned while in active service to the District.
- 9.17.3 No unit member shall be entitled to any compensation or increment while on this unpaid leave of absence.
- 9.17.4 No unpaid leave of absence may count toward credit for probationary unit members in earning permanent status.
- 9.17.5 Except in emergency situations, unit members must submit a request to their immediate supervisor at least thirty (30) calendar days prior to the date requested for the commencement of the leave, which will not extend beyond the school year in which the leave commences. Except in emergency situations, a request for a leave of absence beginning at the start of a school year must be submitted no later than June 1 of the preceding school year. The Governing Board, at its discretion, may extend an approved leave of absence for a maximum of one (1) additional year. Unit members who request and are granted leave extensions are not guaranteed reassignment to the same work site.
- 9.17.6 The unit member must inform the Human Resources Department, in writing, thirty (30) calendar days prior to the expiration of the leave, whether or not the unit member intends to return to work. Failure to notify the District within the thirty (30) day period shall be understood to be the unit member's notice of resignation.
- 9.17.7 Unit members on unpaid leaves of absence may elect to retain health and welfare benefits during the period of the leave, subject to the approval of the insurance carrier, provided, however, that the unit member agrees to pay the premiums by the first working day of every month. Failure to pay premiums in advance shall result in

the automatic cancellation of appropriate health and welfare benefits.

9.18 Association Leave

Association leave is in Article 2, "Association Rights" Section 2.8 Release Time.

9.19 Unit Member's Notification of Intent to Return for the Ensuing School Year

9.19.1. If, without good cause, a unit member fails to notify the Board of Education by July 1st of any school year, of his or her intention to remain or not to remain in the service of the District for the ensuing year, and if a request to give such notice, including a copy of Education Code, Section 44842, has either been personally served upon the unit member, or mailed to the unit member by United States certified mail with return receipt request to his or her last known place of address, by the clerk or secretary of the Board of Education not later than the preceding May 30th, the unit member may be deemed to have declined employment. Accordingly, the unit member's services as an unit member of the District may be terminated on June 30th of that year.

9.19.2. If, without good cause, a unit member fails to report for duty at the beginning of the ensuing school year after having notified the Board of Education of the unit member's intention to remain in the service of the District in accordance with the procedures set forth in section (a) above, the unit member may be deemed to have declined employment and the unit member's services as a unit member of the District may be terminated on the day following the 20th consecutive day of absence. The unit member may not be terminated pursuant to this subsection unless the District has specifically notified the unit member, at least five (5) days in advance, of the time and place at which the unit member was to report to work, and the unit member did not request or was not granted a leave of absence authorized by the District. This subsection is applicable only to unit members who were on leave of absence for twenty (20) or more consecutive working days after April 30th of the previous school year.

9.20 Sabbatical Leave

9.20.1 Limits and Conditions for Sabbatical Leave

The number of teachers on leave during any one semester shall be limited to one percent (1%) rounded to the nearest whole number of

the teachers employed by the District. However, not more than one percent (1%) or rounded to the nearest whole number of the unit members in the unit shall be on sabbatical at any one time. If the number of eligible teacher applicants does not exceed such one percent (1%) or rounded to the nearest whole number, the Board of Trustees may grant each of the applicants sabbatical leave so long as the purpose of such a leave is, to pursue a program or study, research, or travel which will be of benefit to the schools. If the number of eligible teacher applicants exceeds one percent (1%), or rounded to the nearest whole number, maximum selection may be made on the basis of seniority only if the Board of Trustees determines that the benefits to the District of the various projects are equal.

9.20.2 Preliminary Request for Leave

A preliminary request for sabbatical leave should be filed in the office of the Superintendent by February 1 for leaves to begin September 1 of the following year. Final plans should be submitted to the Superintendent or designee by March 15.

9.20.3 Request for Leave

Requests for leave shall be submitted in writing and shall state the purposes for which the leave is to be granted. If leave is to be granted for study, the request shall indicate the location of the proposed study, the major work to be undertaken, and how the proposed study relates to the professional responsibilities of the unit member.

9.20.4 Leave for Travel

If the leave is requested for travel, the request shall indicate the total plan of the applicant together with the relation of the travel plan to the applicant's professional responsibilities.

9.20.5 Review of Request

The Superintendent or designee shall review the applications and submit recommendations to the Board of Trustees. The Board's decision shall be final.

9.20.6 Pay During Sabbatical Leave

The Board shall pay a unit member who is on a sabbatical leave fifty percent (50%) of full salary. There shall be no reductions in fringe benefits during the term of a unit member's sabbatical leave.

9.20.7 Development of Payment Plan

The Board and a unit member who is to go on sabbatical leave shall develop a payment plan after one or more months of service, at least thirty (30) days before the sabbatical leave is scheduled to commence.

9.20.8 Notification of Association

The District shall provide the Association with sufficient copies of sabbatical leave application forms no later than the fifteenth (15th) week of school.

9.20.9 Failure to Render Service

Prior to going on a sabbatical leave, the teacher shall furnish a bond to the District indemnifying the District against loss in the event that the employee unit member fails to render at least a period of service in the District equal to twice the period of the sabbatical leave.

9.21 Catastrophic Illness or Injury Program

Parties agree to implement a catastrophic illness or injury program as defined in Education Code, Section 44043.5.

9.21.1 Definition: "Catastrophic Illness or Injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates a member of the unit member's family which requires the unit member to take time off work and/or for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off. All requests will be submitted to the Joint Committee as outlined in Section 9.21.3.

9.21.2 Requirements/Conditions

9.21.2.1 All unit members full-time or part-time (at least fifty percent (50%)), shall be eligible to participate in the program. Participation is voluntary, but requires contribution to the Bank on an annual basis. The

contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until cancelled by the unit member.

- 9.21.2.2 Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.
- 9.21.2.3 Unit members who elect not to join the Catastrophic Leave Bank, upon first becoming eligible, have a waiting period of thirty (30) days after joining the bank, before becoming eligible to withdraw from the bank.
- 9.21.2.4 Cancellation, on the proper form, may be affected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the bank shall not be returned if the unit member affects cancellation.
- 9.21.2.5 After exhaustion of all available paid leave credits, a unit member may request, on approved form, specific amount of leave donation for self or other member of family as defined in Section 9.21.2.8. Approved requests shall expire at the end of the current school year.
- 9.21.2.6 Donation is irrevocable and confidential and donor must maintain a minimum of five (5) days of accumulated sick leave. Transfer will be made on a per day basis. Unit member's sick leave request and use shall not exceed the statutory maximum period of twelve (12) months.
- 9.21.2.7 Stress claims shall be excluded from this program; however, physical manifestations such as heart disease or high blood pressure shall be included.
- 9.21.2.8 Family shall be defined as the unit member's spouse, domestic partner, parent, grandparent, sibling, or any child for whom the unit member has primary responsibility, or sibling. In special circumstances, the definition of "family" may be expanded to include other

individuals by mutual agreement between the District, Association and unit member.

9.21.2.9 Unit members who apply to this program will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential.

9.21.2.10 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. If a unit member has drawn thirty (30) Catastrophic Leave Bank days, they may request an extension to the Joint Committee. The Joint Committee has the authority to deny an extension of withdrawal from the Catastrophic Leave Bank.

9.21.2.11 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Joint Committee is under no obligation to provide days and the District under no obligation to pay the participant any funds whatsoever. If the Joint Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason for the denial. If deemed necessary the Joint Committee may request additional contributions.

9.21.3 The Joint Committee will have responsibility and authority for final decisions regarding participation in this program. The Catastrophic Leave Bank shall be administered by a joint committee comprised of four (4) members appointed by the Association and three (3) members appointed by the District, whereby including one (1) District member from the Human Resources Department.

9.21.3.1 The Catastrophic Leave Bank Joint Committee shall have the responsibility of maintaining and updating the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member participants, to the Association, and to the District.

- 9.21.3.2 The Joint Committee's authority shall be limited to administration of the Bank. The Joint Committee shall approve all properly submitted requests complying with the terms of this Article.
- 9.21.3.3 Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, with fifteen (15) duty days of receipt of the application.
- 9.21.3.4 The Joint Committee shall compile and keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
- 9.21.3.5 By October 30 of each school year, the committee shall be responsible for the following:
- a. The total number of accumulated days in the Bank on June 30th of the previous school year.
 - b. The number of days contributed by unit members of the current year.
 - c. The names of participating unit members.
 - d. The total number of days available in the Bank.
- 9.21.3.6 By the tenth day of the second semester, the committee shall report the following to the Human Resources Department for processing:
- a. The names of any additional unit members who have joined in accordance with Section 9.21.21.1.
 - b. The names of any unit members who have cancelled participation in accordance with Section 9.21.2.4.
 - c. The total number of days in the Bank at the beginning of the previous semester.
 - d. The total number of days added to the Bank by new participants.
 - e. The total number of days awarded during the previous semester and to whom they were awarded.

- f. The total number of days remaining in the Bank on the last day of the semester.

ARTICLE 10. ASSIGNMENTS AND TRANSFERS

10.1 Definitions

10.1.1 Transfer

For purposes of this Article, a transfer shall consist of the change in work location of a unit member from one school or work site to another school or work site within the District. A transfer does not encompass the process of assignment, which refers to specific positions and responsibilities within the school, or department work location. A transfer may be initiated by a unit member (“voluntary”) or by the District (“involuntary”).

10.1.2 Voluntary Transfer

A voluntary transfer is initiated by a unit member in accordance with Section 10.3.

10.1.3 Involuntary Transfer

An involuntary transfer is initiated by the District.

10.1.4 Assignment

An assignment is a specific position or responsibilities within a school or department or work location, e.g. third grade classroom teacher, Special Education Teacher, Reading Recovery Teacher. An assignment does not include extra-curricular duties or extra-pay activities.

10.1.5 Vacancy

A vacancy occurs when a position is open and the District determines to fill it.

10.2 Timeline for Preliminary Assignments

- 10.2.1 An “Intent to Return” Form will be sent to unit members, including unit members on leave of absence, the second week of January to determine future openings and vacancies and the assignment preferences of unit members within the school site. Unit members shall return the Intent to Return Form to Human Resources by the final working day of January. The Intent to Return Form shall include a place for a unit member to state the unit member’s assignment preferences within the unit member’s current school or

work location and a place for the unit member to state any desire for a transfer.

- 10.2.2 Beginning in February of each year, the site administrator shall make preliminary assignments (subject to change) of all the staff who have indicated an intent to return for the following school year. Temporary teachers may participate in the “Intent to Return” process however all legal, contractual, and seniority status shall remain in force. These preliminary assignments (subject to change) shall be completed no later than the end of the second week of February.

10.3 Posting and Filling Openings and Vacancies (Voluntary Transfers)

10.3.1 Before First Working Day in March

During the third week of February of each school year, after all the preliminary assignments (subject to change) have been made, the District shall make a good faith effort to notify unit members through Ed-Join, the Teacher Resource page on the District website, and District email of the known openings anticipated for the following school year. An opening is an available position opened internally to unit members. Prior to the first working day in March, only eligible unit members may be selected to fill preliminary openings pursuant to Section 10.5 criteria. The District will interview within three (3) work days each eligible unit member who applies for a transfer to an opening as defined in Section 10.1.5.

10.3.2 After First Working Day in March

10.3.2.1 After the first working day in March, the District may fill any vacancy through the District’s hiring process. Vacancies are opened to unit members and external applicants.

10.3.2.2 After the first working day in March, vacancies will be emailed District-wide and posted on Ed-Join and the Teacher Resource page on the District website. The Association President shall receive via District email the District publications and vacancies on the day of posting.

10.3.2.3 In order to be considered for an opening or vacancy after the first working day in March, a unit member applicant must meet the minimum qualifications for the position and any other elements listed in the posting. A voluntary

transfer request shall be submitted in writing to the Human Resources Department. Each unit member who applies for an open position will be granted an interview as long as the unit member meets the qualifications of the job posting, is not a PAR candidate or on a program improvement plan, and agrees to be interviewed during the time scheduled for other applicants. A unit member will be considered on an equal basis with any outside job applicant during this period.

10.3.3 No Threats or Pressure

No unit member shall be pressured, threatened, coerced, or intimidated to seek a transfer.

10.4 Procedures for Annual Assignments

The site administrator will determine changes in a unit member's assignment in a school site. When assignment changes must be made within a school, the site administrator shall take the following steps in this order:

- 10.4.1 Before a decision is made, consult with unit members directly affected by the change and discuss the necessity for the change.
- 10.4.2 Upon request of a unit member who is being assigned contrary to the unit member's wishes, provide the reasons for the change in writing within five (5) working days of the unit member's request.

10.5 Criteria for Annual Assignments

In making a decision about changing a unit member's assignment, the site administrator shall consider the following:

- 10.5.1 The unit member's preference(s) as stated on the Intent to Return Form;
- 10.5.2 The basis of certification and/or major and minor subject areas of the affected bargaining unit members,
- 10.5.3 Experience and training of the affected unit members, and
- 10.5.4 Program needs in the school.
- 10.5.5 After consideration of the above factors by the site administrator, and if two (2) or more unit members are deemed by the site administrator to be equally qualified, seniority will then become a

major factor for selection. Seniority, as used in this section, shall be defined as the first date of paid service in a probationary status.

10.5.6 Involuntary assignment changes will not exceed two (2) grade levels from the grade presently taught by the affected unit member. In a situation involving combination classes, the unit member will identify his or her grade level primary strength for purpose of this provision. Therefore, if a unit member has identified grade level 2 as their primary strength, the parameters are K-4.

10.5.7 A site administrator may reassign a unit member beyond a two (2)-grade level change with the written agreement of the unit member.

10.6 School Assignment Schedule

The following schedule will be followed in the school assignment procedure:

10.6.1 By the end of February, the site administrator or department head will consult with unit members whose assignment is proposed to be changed.

10.6.2 Tentative written notice of the ensuing year's assignment will be given to unit members by the last workday of the school year.

10.6.3 In the event that changes in assignments are proposed after the close of the school year, the affected unit members shall be mailed notification at their permanent address on file with the District and notified by District email. Teachers given assignment changes after the start of the teacher work year shall receive two (2) days of release time to prepare for the new assignment. Additional time may be granted under unusual circumstances.

10.6.4 Unit members required to set up new classrooms after students have returned to school and instruction has begun shall have two (2) preparation days. Additional time may be granted under unusual circumstances.

10.7 District Involuntary Transfers

10.7.1 Reasons for Involuntary Transfers

An involuntary transfer of unit members may be necessary:

10.7.1.1 to equalize the teaching load,

10.7.1.2 to compensate for changes in enrollment,

- 10.7.1.3 to meet instructional requirements,
- 10.7.1.4 to address changes in school organization,
- 10.7.1.5 as a result of the addition, reduction, modification or elimination of an educational service, including school closure; and
- 10.7.1.6 for other educationally related reasons.

A unit member will not be involuntarily transferred without a rational basis, or for disciplinary purposes. Only the Superintendent or designee shall initiate involuntary transfers. The specific reasons for an involuntary transfer of a unit member initiated by the Superintendent or designee shall be given to the unit member in writing.

10.7.2 Involuntary Transfer Considerations

The District may seek volunteers prior to involuntarily transferring a unit member.

When considering involuntarily transferring a unit member, the Superintendent shall consider the following, among other factors:

- 10.7.2.1 Unit members' preferences, as stated on the Intent to Return Form;
- 10.7.2.2 Unit members' credentials and/or major and minor subject areas;
- 10.7.2.3 Unit member's experience; and
- 10.7.2.4 Educational program needs.

10.7.3 Involuntary Transfer Procedures

- 10.7.3.1 Unit members involuntarily transferred shall be consulted before action is taken. The District will discuss available alternatives, if any, in order to attempt to obtain the mutual consent of impacted unit members.
- 10.7.3.2 If options exist, unit members being involuntarily transferred shall be given an opportunity to visit schools where open positions exist, providing there is no disruption of the instructional program. At the District's

discretion, visitations may be arranged during the instructional day.

10.7.3.3 Unit members involuntarily transferred after the start of the school year shall be given five (5) work days notice before the actual transfer occurs, and up to five (5) days release time for the move to another site. The unit member shall submit a written request on a District approved form to the Human Resources Department which shall include the nature of the moving assistance desired and the amount of release time requested.

10.7.3.4 Involuntarily transferred unit members shall not be involuntarily transferred again for a period of at least two (2) years, except for loss of enrollment, school closure, reassignment as the result of a layoff/reduction in force, program changes, including, but not limited to program size reduction and/or loss of funds.

10.8 Transfers Resulting From School Closure

10.8.1 Prior to initiating transfers of unit members from a school site to be closed, the site administrator shall hold a group meeting of all unit members at the site to be closed.

10.8.2 Unit members who are to be transferred as a result of a school closure shall be given notice as soon as administratively practicable. The notice shall include a list of vacancies known as of the date of the notice.

10.8.3 Unit members to be transferred as a result of a school closure shall be given an opportunity to express grade level, subject area and site preferences on a District-provided form and shall be given priority consideration for known vacancies.

10.8.4 Unit members who are to be transferred as a result of a school closure shall be paid at their per diem rate for up to three (3) work days scheduled after the last day of school to pack their rooms.

10.8.5 The District shall provide packing materials and packing and labeling instructions for unit members to pack unit members' classrooms. During the three (3) days scheduled for packing, the District shall provide personnel to lift and move boxes and materials within the unit member's classroom as needed to facilitate the packing process. The District shall be responsible for the physical move and transportation of all packed classroom

materials and District instructional equipment. Unit members shall be responsible for packing and removing all of their personal items not used for instruction prior to the scheduled move.

ARTICLE 11. SAFETY CONDITIONS OF EMPLOYMENT

11.1 Unsafe Conditions

Except in emergencies caused by circumstances beyond the District's control, unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety as determined by the District Policy and/or the appropriate state agency. Except as required by law, the previous statement does not apply to unit members with individual health needs.

11.1.1 Reporting Unsafe Conditions

Each unit member shall be required to report as soon as possible to the immediate supervisor, in writing, any condition that may have a detrimental effect on the health, safety, or well-being of students, employees or other persons. The immediate supervisor or appropriate District administrator shall notify the unit member of actions to be taken and/or recommendations regarding the reported unsafe condition within three (3) working days.

When the District becomes aware of unsafe or hazardous conditions at a site that the District believes pose an immediate danger to the health and safety of students and unit members, the District shall inform unit members at the site of the issue as soon as possible and plans to rectify them.

11.1.2 Infectious or Contagious Disease

Unit members shall report to a site administrator or other District administrator any suspected infectious or contagious disease that a unit member believes endangers their safety. The District shall promptly report to potentially impacted unit members any suspected infectious or contagious disease that the District believes endangers the safety of students and unit members. Students suspected of having contagious diseases shall be sent to the school office. The unit member shall be notified of the steps taken by the immediate supervisor deemed necessary to protect the safety of the employee and students.

11.2 Immediate Report of Assault by a Student

Whenever any unit member is attacked, assaulted, or physically threatened by any student, the unit member shall promptly report the incident to the appropriate law enforcement authorities and to the unit member's immediate supervisor. The immediate supervisor/site administrator shall also promptly

report the incident to the appropriate law enforcement authorities. The unit member shall prepare a written statement regarding the incident and give it to the site administrator. The unit member shall be released from duty with pay when the unit member is required to make a statement to the police or to appear in court in a matter related to the incident. The unit member shall receive a copy of any written report of the incident prepared by the immediate supervisor. Within twenty-four (24) hours of the incident, all unit members who provide educational services to the student shall be informed of the incident and the student's status. A copy of Education Code Section 44014 is included in Appendix F.

11.3 Student Suspension for Disciplinary Matters

A classroom teacher may suspend a student from class, for any of the acts enumerated in Education Code Section 48900, for the day of the suspension and the day following. The unit member shall immediately report the suspension to the site administrators and send the student to the principal or designee for appropriate action. As soon as possible, the unit member shall ask the parent or guardian of the student to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A site administrator shall attend the conference if the unit member or the parent or guardian so requests. The student shall not be returned to the class from which the student was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal. A student suspended from a class shall not be placed in a regular class during the period of the classroom suspension; however, if the student is assigned to more than one (1) class per day, this restriction shall apply only to other regular classes scheduled at the same time as the class from which the student was suspended. A copy of Education Code Sections 48900 and 48910 are included in Appendix G.

11.4 Dangerous Student Action

Unit members who believe their safety, or the safety of other students, to be endangered by a student's actions should refer the student to the site administrator. The site administrator will respond to the referral within one (1) day with any available information regarding any action that is being considered regarding the student.

11.5 Reasonable Physical Control of Students

A unit member may exercise, during the performance of the unit member's duties, only the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of students or unit

member, or to maintain proper and appropriate conditions conducive to learning. (Appendix H includes a copy of Education Code § 44807.) The District and RTA acknowledge that state law provides other guidance regarding a unit member's physical contact with students, including, but not limited to Education Code section 49001 regarding the prohibition of corporal punishment, and Education Code sections 49005 et seq. regarding restraint and seclusion of students. (Appendix I also includes a copy of these Education Code sections.) The District shall annually provide training to unit members regarding the District procedures for addressing unsafe student behavior.

11.6 Unsafe Behavior by Others

Unit members shall immediately report to the site administrator or designee unsafe, threatening or disruptive behavior during the school or work day, at school events or related to school activities by adults, including, but not limited to parents/guardians, community members, and employees. The site administrator or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave the school grounds or take other action that the administrator deems reasonable to maintain a safe school environment. A unit member may report the incident to the appropriate law enforcement representatives.

11.7 No Retaliation

Unit members will not be reprimanded or disciplined in any manner for reporting unsafe conditions, assaults or any other item listed in this Article to the immediate supervisor or Association.

11.8 Safe Working Conditions

11.8.1 Safety Information

Annually by November 1, the District shall make available electronically to all unit members a copy of the comprehensive school safety plan prepared pursuant to Education Code Section 32280 et seq, and site administrators shall review the plan and related site procedures with unit members. Annually, by November 1, site administrators shall collaborate with unit members at the work site to update a comprehensive safety and disaster plan, including any necessary training for implementation of the safety plan. Site administrators shall also annually review with unit members relevant Board policies and administrative regulations regarding school safety.

11.8.2 First Aid Kit

The District shall provide a complete first aid kit, which includes a list of items inside the kit, to every instructional room by the first day of school.

11.8.3 Pests

The District shall make all reasonable efforts to keep facilities free of unwanted rodents, pests and insects.

11.8.4 Classroom Visitors

- a. Classroom visits and observations by parents/guardians, advocates and community members are scheduled through the site administrator or designee. The site administrator shall consult with the unit member when scheduling the visit/observation and shall give the unit member twenty-four (24) hours' notice of a classroom visit/observation by a parent/guardian, advocate or community member.
- b. The school office shall not send unscheduled visitors who are not District employees to a unit member's classroom or other work location without first notifying the unit member for confirmation.

11.9 Indemnification

The District shall indemnify and hold harmless a unit member for harm caused by the unit member's act or omission when acting within the scope of the unit member's employment or District responsibilities to the extent provided by state or federal law and Board policy.

ARTICLE 12. COMPENSATION

12.1 Purpose

We need a compensation system that pays RTA unit members as the professionals that they are throughout their career.

The compensation system shall:

- a. Be flexible and fluid, reflecting the growth of unit members throughout the year;
- b. Support the retention of high performers; and
- c. Support increased recruitment for all positions, especially those hardest to fill.

12.2 Salary Schedule

12.2.1 Salary Schedule for 2018-2019

Effective July 1, 2018, the 2015-2016 bargaining unit salary schedules shall be increased by two percent (2%) for all bargaining unit members who completed the 2018-2019 school year (from their date of employment if hired after the school year started). (See Appendices J-1)

12.2.2 Salary Schedule for 2019-2020

Effective July 1, 2019, the 2018-2019 salary schedules for all RTA bargaining unit members shall be increased by five and one half percent (5.5%). (See Appendices J-2)

12.2.3 Salary Schedule for 2021-2022

Effective July 1, 2021, the 2019-2020 salary schedules for all RTA bargaining unit members shall be increased by ten percent (10%). Unit members shall have until October 15, 2022 to submit units for salary movement and placement on the 2021-2022 salary schedule. (See Appendices J-3)

12.2.4 One-time Payments

Each unit member who completed the 2018-2019 school year (from their date of employment if hired after the school year started) and returns to the District for the 2019-2020 school year shall receive a

one-time, off-the-salary-schedule payment of two thousand dollars (\$2,000).

Each unit member employed on May 28, 2021 shall receive a one-time, off-the-salary-schedule payment of one thousand eight hundred twenty seven dollars and thirty-four cents (\$1,827.34).

12.2.5 Hourly Rate

Effective June 17, 2019, the hourly rate shall be increased to fifty dollars (\$50).

12.3 Career Ladder

Effective July 1, 2021, all RTA unit members shall be placed on the nearest highest rung of the one hundred (100) rung 2021-2022 Career Ladder, corresponding to their placement on the 2021-2022 salary schedule. This career ladder shall replace the 2021-2022 salary schedule. Unit members shall have until October 15, 2022 to finalize their placement on the 2021-2022 Career Ladder. (See Appendix J-4) Salary bargaining shall resume with the onset of the new Collective Bargaining Agreement that begins July 1, 2022.

12.3.1 Career Ladder Movement

- a. Effective July 1, 2022, all RTA unit members shall advance three (3) vertical rungs from their July 1, 2021 career ladder placement.
- b. Effective July 1, 2023, vertical movement on the career ladder shall be based on the summative evaluation rating from the prior year.
 1. For all RTA unit members except instructional coaches, vertical movement shall be as follows:
 - i. One (1) vertical rung shall be granted for a rating of “emerging;”
 - ii. Two (2) vertical rungs shall be granted for a rating of “exploring;”
 - iii. Three (3) vertical rungs shall be granted for a rating of “applying;”
 - iv. Four (4) vertical rungs shall be granted for a rating of “integrating;” and

- v. Five (5) vertical rungs shall be granted for a rating of “innovating.”
- 2. For all instructional coaches, vertical movement shall be as follows:
 - i. Two (2) vertical rungs shall be granted for a rating of “establishing;”
 - ii. Three (3) vertical rungs shall be granted for a rating of “applying;”
 - iii. Four (4) vertical rungs shall be granted for a rating of “integrating;” and
 - iv. Five (5) vertical rungs shall be granted for a rating of “innovating.”
- c. A unit member who is not responsible for the inability to schedule and conduct the formal observation per Article 8.6.3 (e) shall advance the number of rungs indicated by the previous year’s summative evaluation or the current year’s summative evaluation, whichever is greater.
- d. Career ladder movement for unit members on a leave of absence shall be addressed in the future and included no later than July 1, 2022.

12.3.2 Career Ladder Placement for New Unit Members

- a. Psychologists, Counselors, and Nurses hired after July 1, 2022, shall start the career ladder at rung 20, with additional credit for experience applied per Article 12.3.3.
- b. Speech Language Pathologists hired after July 1, 2022, shall start the career ladder at rung 35, with additional credit for experience applied per Article 12.3.3.
- c. All other RTA unit members hired after July 1, 2022 shall start on rung 1 of the career ladder, with additional credit for experience applied per Article 12.3.3.

12.3.3 Credit for Experience

- a. A unit member must teach seventy-five percent (75%) of the days that school is in session in order to have that year count

as a year of experience for career ladder movement purposes. Unit members who are employed in part-time positions shall be granted credit for a year of part-time service on the same basis as persons teaching a full day.

- b. Unit Members hired after January 1, 2022, may qualify for up to a maximum of twenty (20) years of credit for public school experience or non-public school experience completed with a valid teaching credential. Each year of service credit shall be awarded two and a half (2.5) vertical rungs on the career ladder.

12.4 Special Assignments/Credentials/Extra Duty Stipends

The District will provide the following stipends for extra duty or special assignments / credentials.

12.4.1 Interscholastic Coaching

One thousand dollars (\$1,000) per trimester, per sport for interscholastic coaching.

12.4.2 Special Education

A. Special Education Teachers

- 1. Effective July 1, 2019, an annual stipend in the amount of five thousand dollars (\$5,000) per year shall be paid to teachers in the Special Education Program.
- 2. Services to be provided based on the stipend shall include the following:
 - a. Accurate and timely case management of all cases assigned by the site supervisor (principal), or District staff (Director of Special Education or designee) including the following activities:
 - i. Work with team members to schedule IAT and IEP Team Meetings;
 - ii. Attend SST, IAT, and IEP Team Meetings as required;
 - iii. Conduct accurate and timely educational assessments and writing the required reports for integration by the school

psychologist into the integrated psycho-educational evaluation;

- iv. Conduct bilingual psycho-educational evaluations (may use a translator to assess in Spanish);
- v. Provide guidance to team members in the development of accurate IEP Documentation;
- vi. Direct teams in the development of LRE statements that reflect the specific information regarding student need;
- vii. Develop IEP documents;
- viii. Gather all required signatures on student IEPs;
- ix. Gather data and document student progress toward IEP Goals and Benchmarks, maintain portfolio data on student progress; and submit quarterly documentation to parents on time;
- x. Maintain and submit a log of assessments completed, SST Meetings attended, IATs attended, and IEP Meetings attended;
- xi. Log information daily and submit logs to Principal and Director of Special Education monthly;
- xii. Update each month with a yearly record of all information logged.
- xiii. Maintain accurate State School Registers for services delivered on a daily basis; and
- xiv. Submit registers to the Director of Special Education the Friday following the last day of the month. In the event Friday is a holiday, all registers must be submitted the next business day.

3. Stipend Payment

Eligible unit members will receive two thousand five hundred dollars (\$2,500) in December and the remainder of the annual stipend, two thousand five hundred dollars (\$2,500) in June.

B. School Psychologists/Speech Language Pathologists

Effective July 1, 2019, school psychologist and speech language pathologist unit members shall receive an annual five thousand dollars (\$5,000) stipend in recognition of the additional time, as required in Article 7.1.1 regarding length of work day, and additional duties and responsibilities required for these positions. Eligible unit members will receive two thousand five hundred dollars (\$2,500) in December and the remainder of the stipend, two thousand five hundred dollars (\$2,500), in June.

1. Services to be provided based on the stipend shall include the following.
 - a. Accurate and timely case management of all cases assigned by the site supervisor (principal), or District staff (Director of Special Education or designee) including the following activities:
 - i. Work with team members to schedule IAT and IEP Team Meetings;
 - ii. Attend SST, IAT, and IEP Team Meetings as required;
 - iii. Conduct psycho-educational / speech language assessments prior to IEP Team Meetings;
 - iv. Integrate all reports of other assessors (Educational, OT, PT, etc.) into final psycho-educational evaluations / speech language assessments as necessary;
 - v. Provide guidance to team members in the development of accurate IEP Documentation, as necessary; and

- vi. Direct teams in the development of LRE statements that reflect the specific information regarding student need, as necessary.
 - b. Maintain and submit a log of assessments completed, SST Meetings attended, IATs attended, and IEP Meetings attended;
 - i. Log information daily;
 - ii Submit logs to principal and director monthly; and
 - iii Update each month with a yearly record of all information logged.
- C. Bilingual School Psychologists / Speech Language Pathologists/Special Education Teachers
 - 1. A stipend in the amount of three thousand dollars (\$3,000) per year shall be paid to Bilingual School Psychologists / Speech Language Pathologists/Special Education Teacher unit members. To qualify for the Bilingual stipend, a Psychologist / Speech Language Pathologist/Special Education Teacher must maintain a valid Spanish Bilingual Authorization.
 - 2. Services to be provided based on the stipend shall include the following.
 - a. Accurate and timely case management of all cases assigned by the site administrator, or District staff (Director of Special Education or designee) including the following activities:
 - i. Work with team members to schedule IAT and IEP Team Meetings;
 - ii. Attend SST, IAT, and IEP Team Meetings as required;
 - iii. Conduct bilingual/Spanish psycho-educational / speech language assessments and translating them orally and in writing for parents prior to IEP Team Meetings;

- vi. Integrate all reports of other assessors (Educational, OT, PT, etc.) into final psycho-educational evaluations / speech language assessments as necessary;
 - v. Provide guidance to team members in the development of accurate IEP Documentation, as necessary; and
 - vi. Direct teams in the development of LRE statements that reflect the specific information regarding student need, as necessary.
- b. Maintain and submit a log of assessments completed, SST Meetings attended, IATs attended, and IEP Meetings attended;
- i. Log information daily;
 - ii Submit logs to principal and director monthly; and
 - iii Update each month with a yearly record of all information logged.

3. Stipend Payment

Eligible unit members will receive fifteen hundred dollars (\$1,500) in December and the remainder of the stipend, fifteen hundred dollars (\$1,500), in June.

12.4.3 Bilingual Program Stipend

Teachers holding a valid Spanish Bilingual Authorization will receive a stipend as follows: effective July 1, 2019, an annual four thousand dollar (\$4,000) stipend for teachers with a Spanish Bilingual Authorization and providing bilingual instruction in a District-designated bilingual program. Eligible unit members will receive two thousand dollars (\$2,000) in December and the remainder of the stipend, two thousand dollars (\$2,000) in June.

12.4.4 Middle School Parent Conferences Stipends

Teachers in grade levels 6-8 only shall receive a one-time lump sum stipend in the amount of two hundred fifty dollars (\$250.00) if they

conduct more than fifty-eight (58) parent conferences in a school year. Teachers must submit parent conference sign-in sheets, signed by each parent and verified by the site administrator to Human Resources, no later than May 1.

12.4.5 Curriculum & Instruction District Lead, Reading Specialist/Literacy Coach, and Instructional Coach Stipend

Effective July 1, 2021, a unit member who is designated by the District as a Curriculum and Instruction District Lead, Reading Specialist/Literacy Coach, or Instructional Coach shall receive an annual stipend of eight thousand dollars (\$8,000) in recognition of the additional time required in Article 7.1.1 and their additional duties and responsibilities. Eligible unit members will receive four thousand dollars (\$4,000) in December and the remainder of the stipend, four thousand dollars (\$4,000) in June. Continuation of this stipend in future fiscal/school years is dependent on outside funding for the stipend.

The District will follow the procedures in Article 10.2 for notifying unit members of openings for assignments eligible for this stipend.

12.4.6 Teacher-in-Charge Stipend

Effective July 1, 2019, a unit member designated by a site administrator to serve as the “teacher in charge” during the absence of a site administrator on campus shall receive a two hundred fifty dollar (\$250) stipend for each day the unit member serves as the designated “teacher-in-charge.” The stipend shall be prorated for less than a full-day of service.

12.4.7 Overnight Field Trips Stipend

- a. Overnight student field trips are optional for unit members.
- b. Unit members may, but shall not be required to participate in fundraising efforts for student field trips.
- c. If a unit member elects not to participate in a student field trip, volunteer unit members may be solicited to plan, coordinate and supervise the trip. A unit member who opts out of a student field trip shall be responsible for teaching the volunteer unit member’s class(es) during the field trip. A unit member with only one (1) year or less of teaching experience is not eligible to volunteer to teach another unit member’s class during the field trip.

- d. Effective July 1, 2019, a unit member who plans, coordinates and supervises an overnight student field trip shall receive a stipend of three hundred dollars (\$300) for each overnight of the field trip.

12.5 Health and Welfare Benefits

12.5.1 Health Insurance

a. CalPERS Health Benefits Program

The benefits will be provided by participation in the CalPERS Health Benefits Program, PEMHCA (The Public Employees' Medical and Hospital Care Act).

b. Eligibility

All bargaining unit members who are employed half-time (0.50 F.T.E.) or greater are eligible to receive the District premium contribution described in Section 12.2.1.3.

c. District Health Insurance Premium Contribution

Effective July 1, 2019, the District's contribution level for each eligible unit member for health insurance plan coverage shall be one hundred percent (100%) of the CalPERS employee-only Bay Area Region Kaiser rate each year. Unit member(s) who select health insurance or health insurance coverage with premiums in excess of the District's contribution will pay, through payroll deduction, any additional premiums or costs associated with the unit member's selected coverage or benefits.

1. If two (2) unit members are married to one another and/or are in a domestic partnership with one another and deemed eligible for the District premium contribution as per Article 12.2.1.2, then they may choose to combine the District's per employee premium contribution into a shared two (2)-party or family health insurance plan. The District's dollar contribution under this section shall remain the same per person, but the total contribution shall be made into a single two (2)-party or family plan, rather than requiring two (2) separate health insurance plans. In the event that a two (2)-party or family plan premium is less than the District's contribution for two (2) unit

members then neither unit member will be entitled to, or will be paid, the difference.

The individual unit member's contribution shall be deducted equally from each unit member's pay. If the cost of the selected two-party or family plan is more than the District contribution, then the difference shall be split and one-half (1/2) shall be deducted from each unit member's pay.

In order to receive any benefit provided for by this Section, each unit member shall complete a signed request for joint benefits annually.

Definition: A domestic partnership is established when persons meeting the criteria specified by Family Code Section 297 file a Declaration of Domestic Partnership with California Secretary of State.

- d. Every eligible unit member shall enroll in one of the CalPERS health insurance plans or provide proof of other health insurance as required by CalPERS. If the unit member elects not to enroll in a CalPERS health plan, the District benefit contribution shall be forfeited.
- e. Any excess amount after the application of the District's contribution described in 12.2.1.2 shall be the sole responsibility of the unit member who shall authorize salary deduction of the difference between the District's contribution and the premium amount of the health plan and coverage selected by the unit member. Any excess amount shall be in accordance with Internal Revenue Code, Section 125 requirements as indicated in Section 12.2.4.
- f. The administrative costs charged by CalPERS of one-half percent (1/2 %) will be paid by the unit member.

12.5.2 Dental, Vision, and Life Insurance

- a. The District shall pay the full premium of the cost of dental, vision, and life insurance coverage for each eligible unit member throughout the term of this Agreement.
- b. The District agrees to provide life insurance coverage for each eligible unit member in the amount of fifty thousand dollars (\$50,000). The District will fully pay the monthly premium. Unit

members may purchase dependents' coverage as allowed by the plan provider.

12.5.3 Changes in Health Care Providers

The District shall have the right to substitute and/or add or delete dental and life providers during the term of this Agreement provided that such substitute coverage is substantially similar to the coverage provided by current providers. The District shall have the right to offer additional coverage subject to the approval of the RTA.

12.5.4 Flexible Benefit Plan

The District shall maintain a Flexible Benefit Plan pursuant to Section 125 of the Internal Revenue Code to permit unit members to elect to make pre-tax contributions toward dependent care expenses, health care expenses, or health plan premium contributions.

12.6 Professional Development

Effective July 1, 2019, unit members shall be paid at the hourly rate (\$50.00) for required attendance at District professional development programs held by the District outside of the hours agreed to in this Agreement and school calendar.

12.7 Salary/Travel Regulations

12.7.1 Issuance of Checks

- a. If a regular pay day during the school term falls on a day when school is not in session, unit members shall receive their checks on the last day prior thereto, subject to issuance by the San Mateo County Office of Education.
- b. The annual salary of unit members shall be annually prorated over a ten (10) or twelve (12) month period at the option of the unit member. Tenthly proration shall be paid each month September through June.
- c. A unit member's daily rate is determined by dividing the annual salary by the total number of workdays. This daily rate is for purposes such as a deduction when the teacher is absent in situations not covered by paid leaves, to compute prorated contracts when a teacher starts after the beginning of a school year or terminates before the end of a school year,

and to prorate pay increases for changes in salary schedules in the event of the implementation of longer year provisions.

12.7.2 Graduate Degree Recognition

- a. Unit members hired prior to January 1, 2022, who have completed graduate studies leading to an earned Masters Degree shall receive one thousand two dollars (\$1,002) added to their base salary rates. Unit members hired prior to January 1, 2022, who have completed graduate studies leading to an earned Doctorate Degree related to the field of education shall receive one thousand two dollars (\$1,002) added to their base salary rates. Unit members hired prior to January 1, 2022, who possess both Masters and Doctorate Degrees (with the Doctorate related to the field of education) shall receive two thousand four dollars (\$2,004) added to their base salary rates.
- b. A unit member hired prior to January 1, 2022, may receive salary credit for a second Masters Degree provided the following conditions are met:
 1. The last Masters Degree is related to the field of education.
 2. The course requirements and units earned for the second Masters Degree are in addition to those utilized in the first Masters Degree except for a maximum of six (6) units.
- c. Effective July 1, 2019, unit members who demonstrate to the District that they have obtained a National Board Certification shall receive three thousand dollars (\$3,000) added to their base salary.

12.7.3 Statement of Units

The Human Resources Department shall provide each unit member who requests it by the last working day of December each school year, a statement of the number of units that the Human Resources Department has on file for them.

12.7.4 New Job Classifications/Change in Job Classifications

- a. If a new job classification in the bargaining unit is established, the Board will negotiate with the Association over the

appropriate salary for that classification. If possible, negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled

- b. If there is any substantial change in the duties requiring higher skills of any existing job classification in the bargaining unit, the Board will negotiate with the Association regarding possible modification in the salary for the position; and if agreed, any salary change will become effective the first day that the change in duties became effective.

12.7.5 Travel

- a. Unit members who are assigned to more than one (1) school shall not be required, without his/her consent, to engage in inter-school travel of more than five (5) miles per day. Such unit members shall be notified of any changes in their schedules as soon as feasible prior to the proposed change.
- b. Unit members who may be requested to use their own automobiles in the performance of their duties and unit members who are assigned to more than one (1) school site per day shall be reimbursed for all District-required travel at the current District mileage rate for all work-related driving done between arrival at the first location at the beginning of their work day and departure from the final location at the end of their work day.
- c. Unit members who use their personal cars for other business designated by the District shall receive the benefits provided in paragraph (b) above.
- d. Travel assignments shall not be made to discipline unit members.

12.8 Retiree Medical Coverage

- 12.8.1 The District agrees to contribute the lesser amount set by Government Code Section 22857, Subdivision (b) of the California Public Employee's Retirement Law per eligible retiree, per month, which at no time shall exceed sixteen dollars (\$16) per month (the contribution will begin at one dollar (\$1) per month and increase annually in accordance with PERS regulations). If the District and the Association agree to terminate participation in the CalPERS

medical insurance plan, the District shall have no further obligation for payment of the basic contribution.

- 12.8.2 The District shall reimburse the retiree a supplemental amount equal to the difference between Section 12.5.1 and the employer's contribution for single coverage health plan at the time of retirement and until Section 12.5.6 applies. Unit members may enroll in the District's dental plan, at their own expense, if permitted by the dental insurance carrier.
- 12.8.3 To be eligible for this program, a unit member must be at least fifty-five (55) years of age, retire, must tender the unit member's resignation to the District, and must have been employed full-time in the District for at least ten (10) years, of which the immediate preceding five (5) years were District employment without a break in service.
- 12.8.4 The retired unit member must be retired under the provisions of the State Teachers Retirement System.
- 12.8.5 The retired unit member must have been enrolled in a health insurance plan while an active unit member.
- 12.8.6 The District shall pay such single coverage contribution for the retiree for five (5) years, or until the retiree is eligible for participation in Medicare, or the retiree reaches the age of sixty-five (65), whichever of the events occur first.
- 12.8.7 If the retiree elects not to enroll in the CalPERS Health Plan, the amount in Sections 12.5.1 and 12.5.2 will be forfeited.

ARTICLE 13. FACILITIES

13.1 Supplies and Equipment

The District shall provide for unit members supplies, equipment and instructional materials to enable unit members to perform job responsibilities. In addition, the District shall provide each unit member with the following:

- 13.1.1 A separate desk or table.
- 13.1.2 A locked cabinet/area/closet space to store personal articles. Only the site administrator/designee, unit member and District-designated employee shall have a key to the locked cabinet/area.
- 13.1.3 Whiteboard in every classroom.
- 13.1.4 Storage space in each classroom for instructional materials.
- 13.1.5 Laptop, paper, pencils, pens, whiteboard markers, erasers, file cabinet and other such material required in daily teaching responsibility. A printer will be easily and readily accessible to all unit members.
- 13.1.6 Copy machines will be provided for unit members' use for school related work.

13.2 Staff Lounge

The District shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a staff lounge. Provision for such facilities will be made in all future buildings.

13.3 Staff Restrooms

The District shall provide separate employee-only restrooms with signage and keys for employees only. A student with a disability who requires an accessible restroom shall be permitted to use a staff restroom if appropriately accessible student restroom facilities are not available at the site.

13.4 Telephone Facilities

Telephone facilities shall be provided and properly maintained and identified for unit members' use. Every instructional room and staff room shall have a telephone by the first teacher work day of the 2019-20 school year.

13.5 Parking

Off street paved parking facilities shall be provided, where available, on District property and an area shall be designated by signs for staff parking.

13.6 Heating and Cooling

Subject to needed maintenance or repair, a working heating unit and either an air conditioning unit or fan shall be provided in rooms used for student or unit member purposes. The District shall provide alternate heating or cooling if the maintenance or repair of an existing unit exceeds one (1) week.

13.7 Classrooms

All classrooms shall be equipped with student desks and/or tables with adequate seating to accommodate all students. By the first teacher work day of the 2019-2020 school year, each classroom shall have locks that lock from the inside. Each classroom shall have working blinds to cover windows by the first teacher work day of the 2020-2021 school year.

13.8 Work Areas

Rooms where unit members regularly perform work duties shall be cleaned regularly, including trash cans emptied and floors swept or vacuumed daily. Campus grounds used daily shall be cleaned regularly, and outside trash cans emptied daily, as needed.

ARTICLE 14. DISTRICT RIGHTS

14.1 Express Terms of District Powers

The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

14.2 Duties and Powers of District

Except as otherwise specified in this Agreement, and limited by the Association's right to consult, it is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish the educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenues; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, reprimand, and terminate employees.

14.3 Exemption From Grievance Arbitration

The exercise by management of the rights and discretion as described herein shall not be subject to the grievance arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Agreement.

ARTICLE 15. EARLY RETIREE-CONSULTANT

15.1 Conditions for Retiree-Consultant

With the approval of the District Board of Trustees, a unit member who is fifty-five (55) years of age or older with ten (10) years of continuous service in the District may, upon retirement, be employed as a Consultant for up to five (5) years or age sixty-five (65), whichever occurs first. The Board of Education shall have the discretion' to approve or disapprove the employment of a retiring unit member as a retiree-consultant.

15.2 Retired Unit Member Contract

A retired unit member's consultant contract shall include terms and conditions agreeable to the retired unit member and the District, however, service shall be rendered for forty (40) days per school year and compensation shall be at the rate of seven thousand five hundred dollars (\$7,500) for each school year of the agreement. The consultant contract may be terminated upon mutual agreement of the employee and District.

15.3 District Needs

The contractual agreement for service shall be based upon District needs.

15.4 Fringe Benefits

The District shall pay the premiums for fringe benefits at the same rate that is provided full-time unit members.

ARTICLE 16. PEER ASSISTANCE AND REVIEW PROGRAM FOR TEACHERS

16.1 This Article 16 and the operation of a Peer Assistance and Review Program shall be suspended in any fiscal year for which Education Code Section 44500, et seq, is not funded by an appropriation in the annual State Budget Act.

16.2 Purpose

16.2.1 The Peer Assistance and Review Program for Teachers (the "program") shall be conducted in accordance with the Education Code and Title 5 of the California Code of Regulations.

16.2.2 The program enables exemplary permanent teachers to assist temporary, new, and experienced teachers in need of development in the areas of subject matter knowledge (i.e., curricular objectives), teaching strategies, and/or teaching skills.

16.2.3 Permanent teachers who have received unsatisfactory ratings in the areas of subject matter knowledge, teaching strategies, and/or teaching skills in an evaluation conducted pursuant to Education Code Section 44664 and Article 8 of this Agreement are mandatorily required to participate in the program.

16.2.4 Temporary teachers, new teachers, and experienced teachers in need of professional development in the areas of subject matter knowledge, teaching strategies, and/or teaching skills may volunteer to participate in the program.

16.3 Governance Structure of Program

16.3.1 Joint Teacher Administrator Peer Review Panels

The governance structure of the program shall include a Joint Teacher Administrator Peer Review Panel (the "Peer Review Panel" or the "panel").

16.3.2 Composition of the Peer Review Panel

The Peer Review Panel shall consist of four (4) certificated classroom teachers and three (3) District administrators. The Peer Review Panel shall have one (1) teacher alternate and one (1) administrator alternate.

16.2.3 Selection of Peer Review Panel Members

The teacher panel members shall be chosen through a District-wide secret ballot election to be conducted by the Association. Teacher panel members must meet the eligibility requirement of a consulting teacher. The administrator panel members shall be selected by the District.

16.3.3 Terms of Peer Review Panel Members

Peer Review Panel members shall serve a term of two (2) years. All members of the first panel established under the program shall serve a two (2)-year term. At the expiration of the first two(2)-year term, the panel may appoint two (2) current teacher panel members to an additional two (2)-year term, two (2) current teacher members to an additional one (1)-year term, two (2) current administrator panel members to an additional two (2)-year term, one (1) current administrator to an additional one (1)-year term, and the current teacher alternate to an additional one (1)-year term. These appointments shall be determined by lot if necessary. In the event of a vacancy, the alternate shall fill the vacancy for no longer than the remainder of the term. By two-thirds (2/3) vote of the total panel membership, the panel may recommend to the Board of Trustees that a panel member be removed for good cause. Upon such recommendation, the Board of Trustees shall determine whether good cause exists for the removal of the panel member.

16.3.4 Meetings

The times and places for meetings of the Peer Review Panel shall be determined by the panel. For the panel to meet, two-thirds (2/3) of the total panel membership must be present. The affirmative vote for an absolute majority of the total panel membership shall be necessary for any action taken by the panel.

16.4 Duties of the Peer Review Panel

16.4.1 The Peer Review Panel shall elect "consulting teachers" as follows:

Establish criteria for the evaluation and selection of applicants for the position of consulting teacher. This shall include developing rating scales to be used during the selection process.

16.4.1.1 Verify that statutory criteria for qualification of applicants have been met.

- 16.4.1.2 Participate as members of a subcommittee of three (3) (two (2) teachers and one (1) administrator) to observe applicants in a formal setting, which shall include the classroom.
- 16.4.2 The panel shall determine criteria and procedures for the disqualification and removal of a consulting teacher for good cause.
- 16.4.3 The panel shall review the status reports prepared by consulting teachers regarding the mandatory participation of teachers in the program as required under Section 16.5 of this Agreement.
- 16.4.4 The panel shall make recommendations to the Board of Trustees about mandatory participants in the program. Recommendations shall consist of a description of the assistance provided, an assessment of the teachers' participation in the program, and a recommendation whether further assistance should be provided. Recommendations shall also include the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
- 16.4.5 The Peer Review Panel, in consultation with the District, shall determine the total number of consulting teachers available in the program. The panel shall determine the eligibility of new teachers and/or permanent teachers who volunteer to participate in the program, as provided in Sections 16.6 and 16.7 of this Agreement.
- 16.4.6 The panel shall annually evaluate the impact of the program in order to improve the program. The evaluation may include, but is not limited to, interviews or surveys of program participants. The panel may submit recommendations for improvement of the program to the Board of Trustees and to the Association.
- 16.4.7 The panel shall coordinate with the District to provide training, where appropriate, to panel members, consulting teachers, and participating teachers.
- 16.4.8 All records of the panel and consulting teachers shall be confidential. The Peer Review Panel and consulting teachers may disclose such information only pursuant to Article 16 of this agreement and as required by law.

16.5 Consulting Teacher

16.5.1 Qualifications

A District employee who meets the following qualification is eligible for classification as a consulting teacher in the program:

- a. Possess a valid teaching credential;
- b. Has permanent status in the District;
- c. Has full time instructional responsibilities;
- d. Has demonstrated exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, mastery of range of contexts and involvement in co-curricular activities as observed by a panel subcommittee;
- e. Three (3) years of consecutive substantial teaching experience; and
- f. Submits a written application by the established date.

16.5.2 Application

An employee seeking classification as a consulting teacher must submit an application to the Peer Review Panel. The application shall include the following:

- a. Information and documentation regarding educational preparation, teaching experience, professional references, and professional experience activities as related to the position of consulting teacher; and
- b. A signed statement authorizing release of personnel information relating to teaching experience and performance ratings.

16.5.3 Term

The term of a consulting teacher shall be for two (2) consecutive years. A consulting teacher may resubmit his or her application for another term. The application must be submitted by May 1 of each year with selection to be completed by June 1.

16.5.4 Vacancy

When a vacancy exists it shall be filled from the list of ranked alternates. The alternate shall fill the vacancy for no longer than the remainder of the term for the vacant position.

16.5.5 Direct Instruction of Students

A consulting teacher shall spend the majority of their time in the direct instruction of students or related activities during the school year.

16.5.6 Appointment to Management or Supervisory Position

A consulting teacher may not be appointed or assigned to a management or supervisory position in the District while serving concurrently as a consulting teacher. Functions performed by unit members of the Association pursuant to Part 25, Chapter 3, Article 4.5 of the Education Code (Section 44500 et seq.) shall not constitute management of supervisory functions as defined by Government Code Section 3540.1(g) and (m). Teacher panel members and consulting teachers shall continue to be unit members of the Association.

16.6 Program Services for Mandatory Participation

16.6.1 A permanent teacher, who receives an unsatisfactory rating in the areas of subject matter knowledge, teaching strategies, and/or teaching skills in an evaluation conducted pursuant to Education Code Section 44664 and Article 8 of this Agreement, shall participate in the Peer Assistance and Review program for Teachers. Reference to an evaluator in Article 16 of this Agreement shall mean the evaluator who conducted the evaluation pursuant to Education Code Section 44664 and Article 8 of this Agreement.

16.6.2 The evaluator's recommendations as to the improvement of the teacher's performance in the areas of subject matter knowledge, teaching strategies, and/or teaching skills provided under Education Code Section 44664 and Article 8 of this Agreement, shall be considered the performance goals for the teacher participating in the program.

16.6.3 Performance goals for the participating teacher shall be in writing, clearly stated, aligned with pupil learning, and consistent with Education Code Section 44662.

16.6.4 No later than ten (10) calendar days after the final evaluation conference under Education Code Section 44664 and Article 8 of this Agreement, the evaluator shall discuss with the consulting teacher the performance goals for the participating teacher, and the evaluator and consulting teacher shall develop a plan for assistance to help the participating teacher meet the performance goals. The plan for assistance shall commence no later than the third week of

school of the ensuing school year and shall be completed no later than the last week of February of the same school year. The evaluator and the consulting teacher are expected to establish a cooperative relationship.

- 16.6.5 The consulting teacher and participating teacher shall meet to discuss the plan for assistance no later than the first week of school.
- 16.6.6 The consulting teacher's assistance may include, but is not limited to, the following activities:
 - a. Consulting with the participating teacher;
 - b. Meeting and consulting with the evaluator, principal, or designee regarding the nature of the assistance being provided;
 - c. Observing the participating teacher during periods of classroom instruction;
 - d. Allowing the participating teacher to observe the consulting teacher of other selected teachers;
 - e. Allowing the participating teacher to receive training in specified teaching techniques or in designated subject matter;
 - f. Demonstrating good practices to the participating teacher;
 - g. Maintaining appropriate records of the participating teacher's activities and progress; and
 - h. Discussing with the participating teacher the participating teacher's activities and progress.
- 16.6.7 The District, at the recommendation of the panel, shall provide sufficient staff development activities to assist a participating teacher to improve his or her teaching skills and knowledge.
- 16.6.8 The consulting teacher shall monitor and report on the teacher's participation in the program and submit periodic written status reports of the teacher's participation in the program to the Peer Review Panel. The consulting teacher shall also submit copies of the status reports to the evaluator and the participating teacher. The status reports shall consist of a description of the assistance

provided to the participating teacher and a report of the teacher's participation in the program.

- 16.6.9 The consulting teacher shall prepare a final status report at the completion of the plan for assistance. The final status report shall consist of a description of the assistance provided to the participating teacher, the outcome of the teacher's participation in the program, and a recommendation whether further assistance should be provided. The final status report shall be submitted to the Peer Review Panel no later than May 1. The panel shall review the final status report and make recommendation whether further assistance should be provided. The panel shall make the final status report available for placement in the participating teacher's personnel file no later than the last day of instruction of that school year.
- 16.6.10 The results of a teacher's participation in the program shall be made available as part of the evaluation conducted pursuant to Education Code Section 44664 and Article 8 of this Agreement. The evaluator shall have the discretion as to whether and how to use the results of a teacher's participation in the program in such evaluation.

16.7 Program Services for New Teachers

- 16.7.1 The District may expend funds received for purposes of Part 25, Chapter 3, Article 4.5 of the Education Code (Section 44500 et seq.) for any of the following: (1) the Marian Bergeson Beginning Teacher Support and Assessment System (Education Code Section 44279.1 et seq.); (2) the California Pre-Internship Teaching Program (Education Code Section 44305 et seq.); (3) a District intern program as set forth in Education Code Section 44325 et seq.; (4) any program, that supports the training and development of new teachers; and (5) the program set forth below.
- 16.7.2 A new teacher is defined as any unit member having probationary or temporary status or any teaching intern participating in the program established under Education Code Section 44305 et seq. or section 44325 et seq.
- 16.7.3 The participation of a new teacher in the program is voluntary.
- 16.7.4 With respect to a participating first-year probationary teacher, the teacher's evaluator shall determine the performance goals of the teacher. The evaluator shall discuss with the consulting teacher the performance goals for the participating teacher. The evaluator

and the consulting teacher shall develop a plan for assistance to help the participating teacher meet the performance goals.

- 16.7.5 With respect to a participating second-year probationary teacher, the evaluator's recommendations for improvement, pursuant to an evaluation conducted under Education Code Section 44664 and Article 8 of this Agreement shall be considered the performance goals for the teacher. The evaluator shall discuss with the consulting teacher the performance goals for the participating teacher. The evaluator and the consulting teacher shall develop a plan to help the participating teacher meet the performance goals.
- 16.7.6 The evaluator and the consulting teacher are expected to establish a cooperative relationship.
- 16.7.7 Performance goals for the participating teacher shall be in writing, clearly stated, aligned with pupil learning, and consistent with Education Code Section 44662.
- 16.7.8 The consulting teacher and the participating teacher shall meet to discuss the plan for assistance.
- 16.7.9 The program and services provided under Section 16.6 of this agreement shall be closely coordinated with other District programs for training and assisting new teachers.
- 16.7.10 The consulting teacher shall prepare written status reports of the new teacher's participation in the program. No written status reports of the beginning teacher's participation shall be placed in the teacher's personnel file. The Peer Review Panel shall not forward the name of any beginning teacher participating in the program to the Board of Trustees.

16.8 Program Services for Permanent Teachers

- 16.8.1 A permanent certificated teacher may volunteer to receive assistance under the Peer Assistance and Review Program for Teachers.
- 16.8.2 The teacher's evaluator shall determine the performance goals for the teacher. The evaluator shall discuss with the consulting teacher the performance goals for the participating teacher. The evaluator and the consulting teacher shall develop a plan for assistance to help the participating teacher meet the performance goals.

- 16.8.3 The evaluator and the consulting teacher are expected to establish a cooperative relationship.
- 16.8.4 Performance goals for the participating teacher shall be in writing, clearly stated, aligned with pupil learning, and consistent with Education Code Section 44662.
- 16.8.5 The consulting teacher and the participating teacher shall meet to discuss the plan for assistance.
- 16.8.6 The program and services provided under Section 16.7 of this Agreement shall be closely coordinated with other District programs for the professional development of teachers.
- 16.8.7 The consulting teacher shall prepare written status reports of the teacher's participation in the program. No written status report of the teacher's participation shall be placed in the teacher's personnel file. The Peer Review Panel shall not forward the name of any voluntary permanent teacher participating in the program to the Board of Trustees.
- 16.8.8 Voluntary participation in the program shall become mandatory participation in the program if the participant receives an unsatisfactory rating as set forth in section 16.5.1 of this Agreement.

16.9 General Provisions

Any recommendation or evaluation regarding a teacher's participation in the program shall not be considered an evaluation or recommendation under Education Code Section 44664 and Article 8 of this Agreement. Any recommendation or evaluation regarding probationary teacher's participation in the program shall not be considered a decision to reelect or not reelect under Education Code Section 44929.21.

- 16.9.1 Notwithstanding any teacher's participation in the Peer Assistance and Review Program, the District retains the right to initiate disciplinary action immediately against the employee in accordance with the Education Code and law.
- 16.9.2 Article 16 shall not be subject to the grievance/arbitration provisions of this Agreement.

ARTICLE 17. REIMBURSEMENT

17.1 Reimbursement

17.1.1 Conditions for Reimbursements

Reimbursements shall be made to unit members for loss, destruction or damage by arson, burglary, vandalism, or during student disturbances of personal property used for District programs as outlined in this Article.

17.1.2 Property Other than Personal Articles

Reimbursement for property other than personal articles such as clothing, eyeglasses, and watches shall be made only when written approval is obtained on a District provided form (“Personal Property Declaration Form” Appendix K) for the use of the personal property in the schools before the property was brought to the school, and when the value of the property was agreed upon between the unit member(s) bringing the property, and the school administrator. The maximum reimbursement shall not exceed five hundred dollars (\$500) for each separate item.

17.1.3 Personal Property on Campus

Personal property shall not remain in the District over a weekend, on holidays, or during vacation periods without the prior written approval of the unit member’s immediate supervisor, as provided in the District “Personal Property Declaration Form” (Appendix K)

ARTICLE 18. PERSONNEL FILES

18.1 Right to Inspection

The District shall comply with Education Code Section 44031 and Labor Code Section 1198.5. Upon written request, a unit member or the unit member's designated representative has the right to inspect and to receive a copy of the personnel records maintained by the District relating to the unit member's performance. A unit member or the unit member's representative shall not have access to the following: records, rating or reports obtained prior to the unit member's employment; letters of reference; records relating to the investigation of a possible criminal offense; records, rating or reports prepared by an identifiable examination committee; and records, rating or reports obtained in connection with a promotional examination.

18.2 Procedures for Inspection

Upon request, every unit member shall have the right to inspect such materials in the presence of an administrator or the administrator's designee, provided that the request is made at a time when such person is not actually required to render services to the District.

18.3 Derogatory Material

Information of a derogatory nature, except as allowed by law, shall not be entered or filed in the unit member's personnel file unless and until the unit member is given notice and an opportunity to review and comment on the derogatory material. A unit member shall have the right to enter, and have attached to any derogatory statement, the unit member's own comments. The review of derogatory information shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

ARTICLE 19. PROGRESSIVE DISCIPLINE

19.1 Just Cause

The District may discipline a unit member only for just cause. Discipline shall include warnings or reprimands.

19.2 Progressive Discipline

The following progressive discipline procedures will be applied unless the District determines that the conduct is sufficiently serious to warrant an immediate higher level of discipline.

19.2.1 Verbal Counseling/Warning

The District shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum that will not be placed in the unit member's personnel file.

19.2.2 Written Warning

Subject to Article 19.2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings will not be placed in the unit member's file.

19.2.3 Written Reprimand

Subject to Article 19.2.1 above, reprimands will not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. A letter of reprimand shall contain a statement of the specific acts or omissions upon which the reprimand is based; where applicable, the Education Code Section, policy, regulations, or directive violated; and copies of any documentary evidence upon which the reprimand is based. The unit member will sign the reprimand to acknowledge receipt, and a copy will be placed in the unit member's personnel file.

19.3 Suspension without Pay

Suspension without pay under this Article shall not reduce or deprive the unit member of seniority or other health and welfare benefits. The suspension shall not exceed fifteen (15) work days. Except as provided in Article 19.2, suspension shall not be used unless the unit member has received a written reprimand about similar actions.

19.3.1 Notice of Suspension

Notice of suspension shall be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

- a. A statement in ordinary language of the specific acts or omissions upon which the action is based;
- b. Where applicable, the Education Code section, policy, rule regulation, or directive violated;
- c. Penalty proposed, effective date and proposed duration of suspension;
- d. Copies of the documentary evidence upon which the recommendation is based including a copy of any written charges and materials on which the action is based; and
- e. Statement of the unit member's right to respond.

19.3.2 ("Skelly Meeting") The unit member shall have the right to respond to the suspension notice either orally or in writing, or both within ten (10) calendar days to the Superintendent or designee. The purpose of the meeting shall be to permit the unit member to respond to the charges against the unit member.

19.3.3 The Superintendent or designee shall consider the unit member's response and within five (5) calendar days recommend that the proposed suspension either be taken or not taken.

19.4 Appeal of Discipline

19.4.1 Written Reprimand

If the unit member chooses to appeal the imposition of a written reprimand, the appeal notice must be filed within five (5) workdays from the time of notice of or imposition of the disciplinary action, whichever comes first. The appeal must be made in writing and hand delivered to the office of the Superintendent. The Superintendent or designee will provide a written decision within ten (10) workdays of the filing of the appeal. The Superintendent's decision will be final.

19.4.2 Suspension

Within ten (10) work days of the receipt of the Superintendent or designee's decision to suspend a bargaining unit member, the Association may appeal a suspension by the Superintendent to arbitration according to Article 4.

19.4.2.1 At the arbitration hearing documentation supporting discipline, including written reprimands, may be subject to the arbitrator's review.

19.4.2.2 Evidence will not be admitted at any level of this process that supports events that occurred more than four (4) years prior to the incident(s) cited as the basis for discipline.

19.4.2.3 The arbitrator shall provide a written decision within twenty (20) workdays of the completion of the hearing.

19.4.2.4 Effect on Pending Appeal

If an appeal is filed by the unit member or the Association related to the unit member's proposed suspension, then the suspension action proposed by the District shall be stayed pending a final decision on the appeal.

19.5 Administrative Leave with Pay

19.5.1 The District at its discretion may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against the unit member. Full benefits and seniority status shall remain in force pending the investigation. Administrative Leave will not be considered disciplinary in nature.

19.5.2 In the event a unit member is placed on administrative leave with advance notice, a notice will be hand delivered to the unit member, and if that is not possible, sent to the unit member by certified mail addressed to the unit member's last known address, regarding removal from the position. A copy of the notice shall be sent to the Association President and site administrator.

19.6 Confidentiality

All information or proceeding regarding any action or proposed actions pursuant to the article will be kept confidential by the parties to the extent permitted by law.

19.7 Application

This Article is not intended to apply to suspensions pursuant to Education Code Sections 44939, 44940, or 44942.

ARTICLE 20. TERMS

- 20.1 THIS AGREEMENT, hereinafter referred to as the Agreement, is entered into this July 1, 2019 by and between the Governing Board of RAVENSWOOD CITY SCHOOL DISTRICT, hereinafter referred to as "District", and the RAVENSWOOD TEACHERS ASSOCIATION / CALIFORNIA UNIT MEMBERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as "RTA or Association."

The term "Agreement" as used herein means the written agreement provided under Sections 3540-3549.3 of the Government Code.

This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with matters covered in this Agreement.

20.2 Terms of Agreement

This Agreement shall take effect on the date approved by the Governing Board, except as specifically described in any article, and shall remain in full force and effect unless otherwise provided herein until such time as a successor agreement is reached.

The term of this Agreement shall be from July 1, 2019 to June 30, 2022.

20.3 Modification of Agreement

These terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

20.4 Designated Reopeners

20.4.1 Designated Reopeners for 2019-2020

For the 2019-2020 school year, the two parties agree that Article 5: Class Size will be the only Article that may be reopened. Either party may sunshine this Article for reopening at any time after the Governing Board approval of this Agreement, and no later than February 2020.

20.4.2 Designated Reopeners for 2020-2021

For the 2020-2021 school year, the parties agree to reopen Article 12: Compensation. In addition, each party may reopen no more than two (2) additional articles. The parties will exchange their sunshine proposals at the same time.

20.4.3 Designated Reopeners for 2021-2022

For the 2021-2022 school year, the parties agree to reopen Article 12: Compensation. In addition, each party may reopen no more than two (2) additional articles. The parties will exchange their sunshine proposals at the same time.

20.5 Successor Agreement Bargaining

20.5.1 In February 2022, the parties will exchange their sunshine proposals at the same time. This exchange will take place in time for the proposals to be presented at a Governing Board meeting in February. All Articles may be opened for the Successor Collective Bargaining Agreement.

20.5.2 The parties agree to begin meeting and negotiating during March 2022.

20.6 Savings Clause

Should any section, paragraph, or provision of this Agreement be declared or adjudicated unlawful, void, inoperative, unenforceable by court of competent jurisdiction or rendered invalid by legislative enactment, all remaining sections, paragraphs, and provisions of this Agreement shall remain in full force in effect to the extent permitted by law.

20.7 Miscellaneous - Finalization of Collective Bargaining Agreement

20.7.1 Within twenty (20) work days of approval by the Governing Board, the District will provide four (4) hard copies and email a copy of the draft Collective Bargaining Agreement to be proofed by RTA.

20.7.2 Within the first fifteen (15) unit member work days from the District submission to RTA, RTA will have completed its proofing and submitted any changes to Human Resources.





20.7.3 Within five (5) work days, Human Resources will email an updated version to RTA.

20.7.4 Within five (5) work days from receiving the email updated version, RTA will review the changes with the Director of Human Resources to reach mutual agreement on the final version.

20.7.5 Within five (5) work days, Human Resources will email an electronic WORD version of the Collective Bargaining Agreement,




including the Appendix as attachments, and provide a hard-copy to each RTA Bargaining Team member.

FOR RTA:

Date: 9/19/19

FOR THE DISTRICT:

Date: 9/19/19

Collective Bargaining Agreement
Between
Ravenswood City School District and Ravenswood Teachers’
Association

Appendices

Appendix A Grievance Procedure Forms

- A-1: Grievance Level II Form
- A-2: Grievance Level III Form

Appendix B Site-Based In-Service/Professional Development - Evaluation Form

Appendix C Work Year Calendar

- C-1: 2019-2020 Work Year Calendar
- C-2: 2020-2021 Work Year Calendar
- C-3: 2021-2022 Work Year Calendar

Appendix D Evaluation Forms

- D-1: Portfolios of Evidence
- D-2: Goal Setting Form
- D-3: Informal Observation Form
- D-4: Self-Reflection Form (Sample Only)
- D-5: Timeline for 2021-2022 Soft Launch
- D-6: Timeline for 2022-2023 Pilot Year
- D-7: Pre-Observation Conference Form
- D-8: Formal Observation Form
- D-9: Summative Evaluation Form
- D-10: Continuum of Teaching Practice
- D-11: Continuum of Instructional Coaching Practice

Appendix E FMLA/CFRA

- E-1: District Administrative Regulation 4161.8
- E-2: Military Exigency Leave - 29 CFR 825.126
- E-3: Military Caregiver Leave – 29 CFR 825.122, 825.124, 825.127

Appendix F Education Code § 44014

Appendix G Education Code §§ 48900, 48910

Appendix H Education Code § 44807

Appendix I Education Code §§ 49001, 49005, et seq.

Appendix J Salary Schedules

- J-1: 2018-2019 Salary Schedules
- J-2: 2019-2020 Salary Schedules
- J-3: 2021-2022 Salary Schedules
- J-4: 2021-2022 Certificated Career Ladder

Appendix K Personal Property Declaration Form

- K-1: Declaration Form
- K-2: Reimbursement Form

Appendix A – Grievance Procedure Forms

Appendix A-1
**RAVENSWOOD CITY SCHOOL DISTRICT
STATEMENT OF GRIEVANCE FORM
LEVEL II**

GRIEVANT'S NAME	SCHOOL/DEPARTMENT	HOME PHONE/EMAIL

1. **A clear concise statement of the grievance, and the circumstances involved (please indicate names, locations, times, etc.):**

2. **Specific RTA/District contractual section (s) violated, misinterpreted or misapplied:**

3. **Remedy Sought:**

Grievant Signature:	Association Representative(s):
Date:	Date:

Appendix A-2
RAVENSWOOD CITY SCHOOL DISTRICT
STATEMENT OF GRIEVANCE FORM
LEVEL III

GRIEVANT'S NAME	SCHOOL/DEPARTMENT	HOME PHONE/EMAIL

- 1. A clear concise statement of reasons for the appeal:**

- 2. The specific remedy sought (which shall be the same as requested at Level II):**

- 3. Attach a copy of the original grievance and response from Level II:**

Grievant Signature:	Association Representative(s):
Date:	Date:

Appendix B

RAVENSWOOD CITY SCHOOL DISTRICT

SITE-BASED IN-SERVICE/PROFESSIONAL DEVELOPMENT EVALUATION FORM

The quality of professional meetings and personal growth of participants is dependent upon the reactions, comments, and input of the attendees. To assist us in planning for future staff development meetings, please take a few minutes to complete the following evaluation form.

School: _____ Assignment: _____

Date of Meeting: _____ Check one: ☐ Certificated ☐ Classified

Major focus of today's meeting was:

The overall content of today's meeting was:

- ☐ Very Helpful
- ☐ Helpful
- ☐ Somewhat Helpful
- ☐ Not Helpful

Comments:

Appendix C – Work Year Calendar

Appendix D – Evaluation Forms

Appendix D-1

RAVENSWOOD CITY SCHOOL DISTRICT

PORTFOLIOS OF EVIDENCE

In an effort to capture a holistic view of a unit member's professional practice, portfolios of evidence will be created and shall be comprised of at least the following components:

Portfolio A	Portfolio B
Goal Setting: Unit members shall set three (3) professional goals, connected to the California Standards for the Teaching Profession, to engage in continuous and purposeful professional growth and development during the year.	Goal Setting: Unit members shall set three (3) professional goals, connected to the California Standards for the Teaching Profession, to engage in continuous and purposeful professional growth and development during the year.
Informal Observations: A minimum of two (2) informal observations shall be conducted by the evaluator. Unit members may request additional informal observations by fellow unit members and/or District administrators, subject to agreement.	Informal Observations: A minimum of four (4) informal observations shall be conducted by the evaluator. Unit members may request additional informal observations by fellow unit members and/or District administrators, subject to agreement.
Formal Observation: One (1) formal observation shall be conducted by the evaluator, including a pre and post observation conference.	Professional Growth Cycle: Unit members and their evaluator shall agree upon professional development to be undertaken by the unit member in support of their professional goal(s). Unit members shall be responsible for the payment of any agreed upon professional development.
Self-Reflection: Unit members shall self-reflect on their progress towards their three (3) professional goals throughout the year. This self-reflection may be presented in any form including writing, artifacts, etc. Unit members shall provide appropriate context to evaluators.	Self-Reflection: Unit members shall self-reflect on their progress towards their three (3) professional goals throughout the year. This self-reflection may be presented in any form including writing, artifacts, etc. Unit members shall provide appropriate context to evaluators.
Formalized Student/Family Feedback: Formal feedback collected from students/family (i.e., survey results) shall not be included in a unit member's portfolio unless expressly agreed upon by unit member and evaluator.	Formalized Student/Family Feedback: Formal feedback collected from students/family (i.e., survey results) shall not be included in a unit member's portfolio unless expressly agreed upon by unit member and evaluator.

Appendix D-2

RAVENSWOOD CITY SCHOOL DISTRICT

GOAL SETTING

Unit members shall set three (3) professional goals, connected to the California Standards for the Teaching Profession, to engage in continuous and purposeful professional growth and development during the year.

Name: _____ Assignment: _____ School: _____

☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Evaluator: _____ Evaluator Position: _____

Goal 1:

Goal 2:

Goal 3:

Appendix D-3

RAVENSWOOD CITY SCHOOL DISTRICT

INFORMAL OBSERVATION

This form is to be completed during and after an informal observation.

Name: _____ Assignment: _____ School: _____

☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Evaluator: _____ Evaluator Position: _____

CONTEXT

Date: _____

Grade(s)/Subject Area(s): _____

<u>TIMES</u>	<u>OBSERVATIONS</u>

<u>Evaluator Comments/Questions:</u>

<u>Unit Member Reflections:</u>

Appendix D-4

RAVENSWOOD CITY SCHOOL DISTRICT

SELF-REFLECTION (SAMPLE ONLY)

This form is provided as a sample only and is not required. This form may be utilized by unit members if they choose.

Instructions – Write a narrative addressing the following:

1. **Context:** Describe your courses, grade levels, students, and teaching background. The information/details you choose to include in this section should be relevant and connected to the CSTP growth and impact on student outcomes you describe in subsequent paragraphs. In describing your students, cite specific demographic data and list your source(s).
2. **Progress on Goals:** Explain how your goals connect to the CSTPs and describe your overall growth. Cite specific evidence from one or more of the following:
 - a) Work with your coach;
 - b) TIPS workshops and corresponding reflections;
 - c) PD you have attended; and
 - d) Any other work that is relevant to your growth as a professional.Remember to make connections to and use the language of the applicable CSTP standards and sub-elements.
3. **Impact on Student Learning:** Describe how your actions and strategies specifically affected student outcomes. Give specific relevant examples.
4. **Next Steps:** What will you continue next year, what will you implement, and what will you seek to improve? Be specific in outlining how your action will improve learning outcomes and benefit students.

Appendix D-5

RAVENSWOOD CITY SCHOOL DISTRICT

TIMELINE FOR 2021-2022 SOFT LAUNCH

The following timeline is for use during the 2021-2022 school year only. This is the timeline for the development and collection of evidence for Portfolio A. This timeline may be extended by mutual agreement of any unit member to be evaluated and the evaluator.

Portfolio A
By the first work day of October 2021: Unit members to be evaluated shall be notified.
By the last work day of December 2021: Evaluator shall meet with unit member(s) to: <ul style="list-style-type: none">a. Review and clarify the evaluation process;b. Determine the portfolio of evidence being utilized;c. Share the relevant evaluation timelines; andd. Review the professional goals set by the unit member.
By the last work day of December 2021: Evaluator shall have completed at least one (1) informal observation for temporary, probationary, and permanent unit members.
By Friday, February 4, 2022: Evaluator shall have completed the formal observation for temporary and probationary unit members, including the pre and post observation conferences.
By the last work day of March 2022: Evaluator shall have completed the formal observation for permanent unit members, including the pre and post observation conferences.
By the last work day of April 2022: Evaluator shall have completed at least two (2) informal observation for temporary, probationary, and permanent unit members.
At least forty-five (45) calendar days prior to the last work day of 2022: Unit member shall have submitted their self-reflection(s) on their progress towards their three (3) professional goals.
At least thirty (30) calendar days prior to the last work day of 2022: Evaluator shall have completed all summative evaluations and conferences.

Appendix D-6

RAVENSWOOD CITY SCHOOL DISTRICT

TIMELINE 2022-2023 PILOT YEAR

The following timeline is for use during the 2022-2023 school year. This is the timeline for the development and collection of evidence for each portfolio. These timelines may be extended by mutual agreement of any unit member to be evaluated and the evaluator.

Portfolio A	Portfolio B
By the first work day of October: Unit members to be evaluated shall be notified.	By the first work day of October: Unit members to be evaluated shall be notified.
By the last work day of October: Evaluator shall meet with unit member(s) to: <ul style="list-style-type: none"> e. Review and clarify the evaluation process; f. Determine the portfolio of evidence being utilized; g. Share the relevant evaluation timelines; and h. Review the professional goals set by the unit member. 	By the last work day of October: Evaluator shall meet with unit member(s) to: <ul style="list-style-type: none"> a. Review and clarify the evaluation process; b. Determine the portfolio of evidence being utilized; c. Share the relevant evaluation timelines; d. Review the professional goals set by the unit member; and e. Agree upon the professional growth cycle being utilized by the unit member.
By the last work day of December: Evaluator shall have completed at least one (1) informal observation for temporary, probationary, and permanent unit members.	By the last work day of December: Evaluator shall have completed at least two (2) informal observations for permanent unit members.
By the last work day of January: Evaluator shall have completed the formal observation for temporary and probationary unit members, including the pre and post observation conferences.	
By the last work day of March: Evaluator shall have completed the formal observation for permanent unit members, including the pre and post observation conferences.	By the last work day of April: Evaluator shall have completed at least four (4) informal observations for permanent unit members.
By the last work day of April: Evaluator shall have completed at least two (2) informal observation for temporary, probationary, and permanent unit members.	
At least forty-five (45) calendar days prior to the last work day: Unit member shall have submitted their self-reflection(s) on their progress towards their three (3) professional goals.	At least forty-five (45) calendar days prior to the last work day: Unit member shall have submitted their self-reflection(s) on their progress towards their three (3) professional goals.
At least thirty (30) calendar days prior to the last work day: Evaluator shall have completed all summative evaluations and conferences.	At least thirty (30) calendar days prior to the last work day: Evaluator shall have completed all summative evaluations and conferences.

Appendix D-7

PRE-OBSERVATION CONFERENCE

This form is to be completed prior to the formal observation.

Name: _____ Assignment: _____ School: _____

☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Evaluator: _____ Evaluator Position: _____

Content, context, and objective of lesson to be observed:

TEXT BOX

Standards that will provide the focus of the formal observation:

Determine from the California Standards for the Teaching Profession three (3) of the six (6) Standards that will provide the focus of the formal observation (Article 8, Section 8.6.1(b) of the contract). The Unit Member shall select one (1) standard. The Evaluator shall select one (1) standard. The third standard shall be the standard selected by the District for a District-wide focus. In the absence of a District-wide focus, the third standard shall be selected by the Unit Member.

1. Standard (# _____)
2. Standard (# _____)
3. Standard (# _____)

Methods of Assessment:

Assessment methods will include classroom observations and a review of teacher-developed lessons and work products.

Observation Date/Time:

Post-Observation Conference Date/Time:

Continuum of Teaching Practice:

The Revised 2012 *Continuum of Teaching Practice* is aligned with the 2009 California Standards for the Teaching Profession (CTSP) and builds on California's pre-service Teaching Expectations and sets forth a description of teaching that respects the diverse ways teachers pursue excellence in teaching and learning.

Evaluator's Signature

Date

Unit Member's Signature

Date

Appendix D-8

RAVENSWOOD CITY SCHOOL DISTRICT

FORMAL OBSERVATION

This form is to be completed during and after the formal observation. This form shall be reviewed during the post observation conference summary (within 10 days of the pre-observation conference).

Name: _____ Assignment: _____ School: _____

☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Evaluator: _____ Evaluator Position: _____

Observation Date/Time: _____

Post-Observation Conference Date/Time: _____

- A. Description of lesson observed and general notes:

- B. In what ways did the presentation of the lesson relate to or meet the standards chosen to provide a focus for the teacher's formal observation?
 - a. First Standard:

 - b. Second Standard:

 - c. Third Standard:

- C. Strengths observed:

- D. Suggestions for improving the lesson:

- E. Recommendations for subsequent lessons:

- F. Constraints inhibiting ability to meet objectives and standards:

Formal Observation Result

First Standard:

- ☐ Emerging
- ☐ Exploring
- ☐ Applying
- ☐ Integrating
- ☐ Innovating

Second Standard:

- ☐ Emerging
- ☐ Exploring
- ☐ Applying
- ☐ Integrating
- ☐ Innovating

Third Standard:

- ☐ Emerging
- ☐ Exploring
- ☐ Applying
- ☐ Integrating
- ☐ Innovating

Evaluator's Signature

Date

Unit Member's Signature

Date

Unit Member's signature does not indicate agreement. A written response may be submitted within ten (10) days.

Appendix D-7

INSTRUCTIONAL COACH: PRE-OBSERVATION CONFERENCE

This form is to be completed prior to the formal observation.

Name: _____ Assignment: _____ School: _____

☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Evaluator: _____ Evaluator Position: _____

Content, context, and objective of coaching session to be observed:

TEXT BOX

Standards that will provide the focus of the formal observation:

Determine from the New Teacher Center's Instructional Coaching Practice Standards three (3) of the six (6) Standards that will provide the focus of the formal observation (Article 8, Section 8.6.1(b) of the contract). The Unit Member shall select one (1) standard. The Evaluator shall select one (1) standard. The third standard shall be the standard selected by the District for a District-wide focus. In the absence of a District-wide focus, the third standard shall be selected by the Unit Member.

1. Standard (# _____)
2. Standard (# _____)
3. Standard (# _____)

Methods of Assessment:

Assessment methods will include coaching session observations and a review of coach-developed planning documents and work products.

Observation Date/Time:

Post-Observation Conference Date/Time:

Continuum of Instructional Coaching Practice:

The New Teacher Center's *Continuum of Instructional Coaching Practice* is aligned with NTC's Instructional Coaching Practice Standards and helps program leaders support the development of coaches in the same responsive ways in which they expect coaches to support their teachers.

Evaluator's Signature

Date

Unit Member's Signature

Date

Appendix D-8

RAVENSWOOD CITY SCHOOL DISTRICT

INSTRUCTIONAL COACH: FORMAL OBSERVATION

This form is to be completed during and after the formal observation. This form shall be reviewed during the post observation conference summary (within 10 days of the pre-observation conference).

Name: _____ Assignment: _____ School: _____

☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Evaluator: _____ Evaluator Position: _____

Observation Date/Time: _____

Post-Observation Conference Date/Time: _____

- A. Description of coaching session observed and general notes:

- B. In what ways did the coaching session relate to or meet the standards chosen to provide a focus for the coach's formal observation?
 - a. First Standard:

 - b. Second Standard:

 - c. Third Standard:

- C. Strengths observed:

- D. Suggestions for improving the coaching session:

- E. Recommendations for subsequent coaching sessions:

- F. Constraints inhibiting ability to meet objectives and standards:

Formal Observation Result

First Standard:

- ☐ Establishing
- ☐ Applying
- ☐ Integrating
- ☐ Innovating

Second Standard:

- ☐ Establishing
- ☐ Applying
- ☐ Integrating
- ☐ Innovating

Third Standard:

- ☐ Establishing
- ☐ Applying
- ☐ Integrating
- ☐ Innovating

Evaluator's Signature

Date

Unit Member's Signature

Date

Unit Member's signature does not indicate agreement. A written response may be submitted within ten (10) days.

Appendix D-9

RAVENSWOOD CITY SCHOOL DISTRICT

SUMMATIVE EVALUATION

This form and summative conference is to be completed no later than thirty (30) days prior to the last day of school.

Name: _____ Assignment: _____ School: _____

☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Evaluator: _____ Evaluator Position: _____

NA - Not Applicable

1 - Emerging

2 - Exploring

3 - Applying

4 - Integrating

5 - Innovating

Summary Comments: Commendations and recommendations must include those relative to the Standards.

Standard 1 - Engaging and Supporting All Students in Learning	NA	1	2	3	4	5	Comments
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							

Standard 2 - Creating and Maintaining Effective Environments for Student Learning	NA	1	2	3	4	5	Comments
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							

Standard 3 - Understanding and Organizing Subject Matter for Student Learning	NA	1	2	3	4	5	Comments
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							

Standard 4 - Planning Instruction and Designing Learning Experiences for All Students	NA	1	2	3	4	5	Comments
4.1 - Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction							

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							

Standard 5 - Assessing Students for Learning	NA	1	2	3	4	5	Comments
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							

Standard 6 - Developing as a Professional Educator	NA	1	2	3	4	5	Comments
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							

Summary of major strengths identified during the year:

Summary of major areas of needed improvement identified during the year:

Major recommendation for improvement:

Constraints inhibiting ability to meet objectives and standards:

OVERALL EVALUATION

- ☐ Emerging
- ☐ Exploring
- ☐ Applying
- ☐ Integrating
- ☐ Innovating

Evaluator's Signature

Date

Unit Member's Signature

Date

Unit Member's signature does not indicate agreement. A written response may be submitted within ten (10) days.

Appendix D-9

RAVENSWOOD CITY SCHOOL DISTRICT

INSTRUCTIONAL COACH: SUMMATIVE EVALUATION

This form and summative conference is to be completed no later than thirty (30) days prior to the last day of school.

Name: _____ Assignment: _____ School: _____

☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Evaluator: _____ Evaluator Position: _____

NA - Not Applicable

2 - Establishing

3 - Applying

4 - Integrating

5 - Innovating

Summary Comments: Commendations and recommendations must include those relative to the Standards.

Standard 1 – Develops as an instructional leader to advance instructional coaching, the teaching profession, and equitable outcomes for every student.	NA	2	3	4	5	Comments
1.1 - Develops and continuously pursues professional growth goals and action plans that are grounded in instructional coaching standards and expectations and are continually informed by coach and teacher data of practice and student learning data.						
1.2 - Collects and analyzes instructional coach and teacher data of practice to inform instructional coaching decisions that will improve teacher practice and the academic, social, and emotional learning of every student.						
1.3 - Engages in coach professional learning opportunities and contributes fully to the coach community of practice to advance own learning and that of coach colleagues.						
1.4 - Builds collaborative partnerships with school and district instructional leaders, teacher leaders, and school communities to advance the teaching profession and advocate for equitable outcomes for every student.						
1.5 - Promotes, designs, and/or facilitates teacher professional learning that is aligned with professional teaching standards, school and district instructional goals, and program vision, mission, and goals and promotes						

development of optimal learning environments and rigorous content learning for every student.						
---	--	--	--	--	--	--

Standard 2 - Deepens and maintains own knowledge of rigorous content standards, social and emotional learning, learner variability, and culturally responsive pedagogy.	NA	2	3	4	5	Comments
2.1 - Deepens and maintains own knowledge of grade-level content standards and standards-aligned tasks, lessons, and curriculum to ensure that every student has access to rigorous, standards-aligned content.						
2.2 - Deepens and maintains own knowledge of research-based practices that create emotionally, intellectually, and physically safe classroom environments for every student.						
2.3 - Deepens and maintains own knowledge of strategies and research-based frameworks designed to support teachers to expect, plan for, and meet the variable learning needs of every student.						
2.4 - Deepens and maintains own knowledge of equity principles and culturally responsive pedagogy to identify and address inequitable practices and engage teachers in using an equity lens to reflect on their practice.						

Standard 3 - Creates and maintains collaborative, respectful, instructionally focused coaching partnerships with individual and groups of teachers to foster teacher ownership of continuous improvement of practice and to advance the learning of every student.	NA	2	3	4	5	Comments
3.1 - Cultivates relational trust, caring, mutual respect, and honesty with individual and groups of teachers to build ownership, solve problems, and foster teacher agency, resilience, and commitment to the success of every student.						
3.2 - Uses coaching language and stances to engage teachers in collaborative, instructionally focused, problem-solving conversations and reflective analysis to promote teacher agency and improved student academic, social, and emotional growth.						
3.3 - Creates strategic coaching outcomes and plans for meetings with teachers to advance teacher practice and the learning of every student.						
3.4 - Uses coaching and collaboration time effectively to implement instructionally focused tools and protocols that						

advance instruction and the learning of every student.						
3.5 - Facilitates reflective conversations about race, culture, and the diversity of the school and community to improve instruction and ensure that every student has what they need to be successful socially, emotionally, and academically.						
3.6 - Builds teacher capacity to create effective partnerships with families and local communities to improve instruction and learning for students of all backgrounds.						

Standard 4 - Engages school leaders and instructional leadership team in partnerships to advance teacher effectiveness and the learning of every student.	NA	2	3	4	5	Comments
4.1 - Initiates collaborative partnerships with school leaders to establish instructional coach roles and responsibilities and identify alignments to school and district instructional priorities.						
4.2 - Deepens school leaders' and instructional leadership team's knowledge of the standards-aligned, formative assessment teaching-coaching cycle and its impact on instruction and equitable outcomes for every student.						
4.3 - Strengthens collaborative partnerships with instructional leadership team to better meet the developmental needs of all teachers, ensure coaching aligns with school instructional priorities, and foster a learning environment in which every student can be successful.						

Standard 5 - Engages teachers in instructionally focused inquiry cycles to accelerate teaching practice and equitable outcomes for every student.	NA	2	3	4	5	Comments
5.1 - Advances standards-aligned instruction and student learning of rigorous content by engaging teachers in ongoing teaching-coaching cycles to advance equitable learning for every student.						
5.2 - Strengthens teacher capacity to use appropriate assessments of student academic, social, and emotional skills to advance the learning of every student.						
5.3 - Builds teacher capacity to analyze student assessments to guide the planning and delivery of standards-aligned instruction that meets the variable learning needs of every student.						

5.4 - Deepens teacher capacity for continuous improvement through professional goal-setting based on assessments of practice and student learning, school and district instructional priorities, and professional teaching standards.						
---	--	--	--	--	--	--

Standard 6 - Builds teacher capacity to advance equitable and inclusive learning by providing an optimal learning environment that meets the diverse academic, social, and emotional needs of every student.	NA	2	3	4	5	Comments
6.1 - Engages individual and groups of teachers in developing and applying research-based knowledge, skills, and strategies to create emotionally, intellectually, and physically safe optimal learning environments for every student.						
6.2 - Builds teacher capacity to advance equitable and inclusive instruction for every student based on principles of equity and the use of culturally responsive pedagogy.						
6.3 - Expands teacher capacity to advocate for, establish, and maintain equitable and inclusive classroom environments that foster self-regulation and learner agency.						
6.4 - Strengthens teacher capacity to equitably meet the diverse learning needs of every student through the instructional use of technology.						

Summary of major strengths identified during the year:

Summary of major areas of needed improvement identified during the year:

Major recommendation for improvement:

Constraints inhibiting ability to meet objectives and standards:

OVERALL EVALUATION

- ☐ Establishing
- ☐ Applying
- ☐ Integrating
- ☐ Innovating

Evaluator's Signature

Date

Unit Member's Signature

Date

Unit Member's signature does not indicate agreement. A written response may be submitted within ten (10) days.

Continuum of Teaching Practice



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Continuum of Teaching Practice

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Introduction

Context and History

California Standards for the Teaching Profession

The *California Standards for the Teaching Profession (CSTP)* are intended to provide common language and a vision of the scope and complexity of the profession. They define a vision of teaching as well as professional roles and responsibilities from pre-service teacher to experienced practitioner. The standards are not set forth as regulations to control the specific actions of teachers, but rather to guide teachers as they develop, refine, and extend their practice.

The current version of the *CSTP* (2009) has been developed to respond to changes in the context for teaching and learning in California over the past decade and to address the pressing needs of an increasingly diverse P–12 student population. Particular attention has been paid to revising language related to student learning, assessment practices, and equitable pedagogy designed to address English learners and students with diverse learning needs. This updated version of the *CSTP* also looks forward to the future of teaching and learning in the 21st century where traditional classrooms and contexts are likely to be transformed through innovative technologies and globalized connections. The *CSTP* continue to set forth a vision for the teaching profession—one that is sustainable, engaging, and fulfilling for teachers in all stages of their careers.

Continuum of Teaching Practice

California's *Continuum of Teaching Practice* is based on foundational work of the California Commission on Teacher Credentialing (CCTC), the California Department of Education (CDE) and the New Teacher Center (NTC) over the past 15 years. The 2010 *Continuum of Teaching Practice* is aligned with the *CSTP*, builds on California's pre-service Teaching Performance Expectations and sets forth a description of teaching that respects the diverse ways teachers pursue excellence in teaching and learning.

The *Continuum of Teaching Practice* is a tool for self-reflection, goal setting, and inquiry into practice. It provides common language about teaching and learning and can be used to promote professional growth within an environment of collegial support. Self-assessment data can support teachers in making informed decisions about their ongoing development as professionals. District and induction program leaders can use teacher assessment data to guide, support and accelerate professional growth focused on student achievement.

Since 1992, Beginning Teacher Support and Assessment (BTSA) Induction Programs in CA have been using formative assessment to support and inform teachers about their professional practice as they reflect and improve upon their teaching as part of a continuous improvement cycle. Formative assessment promotes and develops professional norms of inquiry, collaboration, data-driven dialogue, and reflection to improve student learning and is characterized by an inquiry cycle guiding teachers to Analyze Data and Reflect—Plan Instruction—Teach and Assess.

A formative assessment system has three essential components: standards, criteria and evidence of practice. Standards refer to the

California Standards for the Teaching Profession (CSTP) and are in alignment with the P–12 academic content standards. Criteria refer to indicators of teaching practice. Evidence of practice includes multiple sources such as lesson plans, observation data, and student work analyses and is used to make valid self-assessments on the *Continuum of Teaching Practice*. The *Continuum of Teaching Practice* is one component of a comprehensive formative assessment system for teachers, based on the *California Standards for the Teaching Profession (CSTP)*.

The *Continuum of Teaching Practice* is aligned to the 2009 *California Standards for the Teaching Profession (CSTP)*:

- Engaging and Supporting All Students in Learning
- Creating and Maintaining Effective Environments for Student Learning
- Understanding and Organizing Subject Matter for Student Learning
- Planning Instruction and Designing Learning Experiences for All Students
- Assessing Students for Learning
- Developing as a Professional Educator

The *Continuum of Teaching Practice* is appropriately used with data collected over time and is not appropriate for use with evidence collected on a single occasion. While the *Continuum of Teaching Practice* may be used to assist teachers in setting professional goals and/or launching a cycle of inquiry, the *Continuum* is not designed for use as a stand-alone observation or evaluation instrument.

Rationale and Use

The *Continuum of Teaching Practice* was developed to:

- Delineate the diversity of knowledge and skills needed to meet the varied and evolving needs of students
- Support the reflective practice and ongoing learning of teachers
- Support an ongoing process of formative assessment of a teacher's practice based on standards, criteria and evidence
- Set short or long-term goals for professional development over time
- Describe teaching practice and development throughout a teacher's career
- Support a vision of ongoing learning and teacher development
- Encourage collaboration between classroom teachers, resource personnel and families, to ensure that all students are successful

Structure and Organization

The *Continuum of Teaching Practice* is organized to describe five levels of development. Each level addresses what a teacher should know and be able to do in the six CSTP standards. In addition to the description of teaching in CSTP 1: Engaging and Supporting All Students in Learning and CSTP 2: Creating and Maintaining Effective Environments for Student Learning, are what students would be doing at each level of practice.

The levels do not represent a chronological sequence in a teacher's growth, but each row describes developmental levels of performance. The levels become increasingly complex and sophisticated and integrate the skills of previous levels.

In the first column, under the language of each element, is a space to record evidence of practice as related to that *CSTP* element. Teachers reflect and describe practice in terms of evidence prior to self-assessing in order to make valid and accurate assessments.

Reading and Self-Assessing on the *Continuum*

The process of assessing on the *Continuum of Teaching Practice* can be done individually or collaboratively. Begin by reading the element and thinking of evidence of practice related to that element. Record evidence in the space provided underneath the element for the emerging level of practice. Using that evidence as a guidepost continue across the levels of the continuum noting additional evidence or areas to pursue. Using evidence as a determiner for assessing practice. For example, if you are a novice in regards to that element, you might find your practice by reading Level 1: Emerging, and then, read one or two levels to the right of that to assess practice. However, if you are experienced in a particular element, you might read and note evidence across to Level 3: Applying and beyond.

It is critical to begin on the left of the *Continuum* because any practice described to the left on the *Continuum* is carried across to those on the right **even if not explicitly stated**. Highlight the descriptions that best match current practice. Date the self-assessment. Subsequent self-assessments can be in a different color highlight, to show growth over time.

A teacher may be at Level 1 or 2 in some elements of the *CSTP* and Levels 3 and 4 in others, no matter how many years she or he has been in the profession. Because a teacher's growth is developmental, one may return to an earlier level temporarily if there are changes in a teacher's career, such as new course content, grade level, school, or student demographics. In fact, it is not uncommon for teachers to self-assess and find they have moved from right to left on the *Continuum of Teaching Practice* in response to new teaching contexts, responsibilities, challenges, or even a deeper understanding of the work.

Developmental Levels

Note: The descriptions in each of the Developmental Levels are aligned to the CSTP standards.

Level 1: Emerging

Expands awareness of curriculum and instructional practices to support understanding and engage students in learning. Recognizes the importance of building a positive learning environment that is focused on achievement. Demonstrates knowledge of teaching as discrete skills as described in the *California Standards for the Teaching Professional (CSTP)*. Plans lessons using available curriculum and resources. Develops understanding of required assessments and uses of data to inform student progress. Works collaboratively with assigned colleagues to reflect on and improve teaching practice and student success.

Level 2: Exploring

Explores use of additional instructional practices to teach the curriculum and support student understanding and engagement. Guides the development of a respectful learning environment focused on achievement. Expands knowledge of related elements of effective instruction, learning goals, assessments, and content as informed by the *CSTP*. Plans lessons using expanded understanding of curriculum, related materials and resources, and assessments. Explores the use of different types of assessments to expand understanding of student learning needs and support planning. Seeks collaboration with colleagues, resource personnel, and families to reflect on ways to improve teaching practice and student success.

Level 3: Applying

Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve student understanding and engagement. Maintains a respectful and supportive learning environment in which all students can achieve. Utilizes knowledge of *CSTP* to make connections between elements of effective instruction, learning goals, assessments, and content standards. Plans differentiated instruction using a variety of adjustments and adaptations in lessons. Utilizes a variety of assessments that provide targeted data on student learning to guide planning. Collaborates and reflects regularly with colleagues to improve teaching practice and student success.

Level 4: Integrating

Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen student understanding and engagement. Provides a respectful and rigorous learning environment that supports and challenges all students to achieve. Articulates knowledge of the inter-relationships between elements of effective instruction, learning goals, assessments, and content across the *CSTP*. Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments. Develops, adapts, and integrates assessments into instruction that provide ongoing data to guide planning differentiated instruction matched to assessed needs of students. Analyzes and integrates information from a wide range of sources to expand skills of collaboration and reflection as a habit of practice and to impact teacher effectiveness and student learning.

Level 5: Innovating

Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promote high levels of student understanding and engagement. Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement. Applies in depth knowledge of the *CSTP* to interconnect effective instruction, learning goals, and assessment within and across content areas. Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments. Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments in instruction that maximize student learning. Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students.

Levels of Teacher Development Across the CSTP

CSTP	Emerging Level 1	Exploring Level 2	Applying Level 3	Integrating Level 4	Innovating Level 5
Engaging and Supporting All Students in Learning	Expands awareness of curriculum and instructional practices to support understanding and engage students in learning.	Explores use of additional instructional practices to teach the curriculum and support student understanding and engagement.	Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve student understanding and engagement.	Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen student understanding and engagement.	Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promote high levels of student understanding and engagement.
Creating and Maintaining Effective Environments for Student Learning	Recognizes the importance of building a positive learning environment that is focused on achievement.	Guides the development of a respectful learning environment focused on achievement.	Maintains a respectful and supportive learning environment in which all students can achieve.	Provides a respectful and rigorous learning environment that supports and challenges all students to achieve.	Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement.
Understanding and Organizing Subject Matter for Student Learning	Demonstrates knowledge of teaching as discrete skills as described in the <i>California Standards for the Teaching Professional (CSTP)</i> .	Expands knowledge of related elements of effective instruction, learning goals, assessments, and content as informed by the <i>CSTP</i> .	Utilizes knowledge of CSTP to makes connections between elements of effective instruction, learning goals, assessments, and content standards.	Articulates knowledge of the inter-relationships between elements of effective instruction, learning goals, assessments, and content across the <i>CSTP</i> .	Applies in depth knowledge of the <i>CSTP</i> to interconnect effective instruction, learning goals, and assessment within and across content areas.

Levels of Teacher Development Across the CSTP

CSTP	Emerging Level 1	Exploring Level 2	Applying Level 3	Integrating Level 4	Innovating Level 5
Planning Instruction and Designing Learning Experiences for All Students	Plans lessons using available curriculum and resources.	Plans lessons using expanded understanding of curriculum, related materials and resources, and assessments.	Plans differentiated instruction using a variety of adjustments and adaptations in lessons.	Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments.	Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments.
Assessing Students for Learning	Develops understanding of required assessments and uses of data to inform student progress.	Explores the use of different types of assessments to expand understanding of student learning needs and support planning.	Utilizes a variety of assessments that provide targeted data on student learning to guide planning. Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Develops, adapts, and integrates assessments into instruction that provide ongoing data to guide planning differentiated instruction matched to assessed needs of students.	Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments in instruction that maximize student learning.
Developing as a Professional Educator	Works collaboratively with assigned colleagues to reflect on and improve teaching practice and student success.	Seeks collaboration with colleagues, resource personnel, and families to reflect on ways to improve teaching practice and student success.	Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Analyzes and integrates information from a wide range of sources to expand skills of collaboration and reflection as a habit of practice and to impact teacher effectiveness and student learning.	Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students.

Glossary of Terms

The *Continuum* provides a common language of standards-based practice in a community of learners.

Structure

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

Descriptor: an individual cell, or “box,” corresponds to the developmental levels in the *Continuum of Teaching Practice*.

Standard: one of six areas of teaching practice that comprise the *CA Standards for the Teaching Profession (CSTP)*.

Element: a sub-area or sub-domain of teaching practice within any of the six *CSTP* standards.

Level: Each level describes teaching in terms of pedagogy, instructional practices, content knowledge, learning environment, collaboration and leadership.

Concepts

Diversity: refers to culture, ethnicity, language, race, religion, gender, sexual orientation, socioeconomic background, learning abilities, and learning styles.

Equity: means ensuring learning for all students.

Pre-Assessment: Used to describe assessments that are part of ongoing instruction, as each significant new instructional concept is introduced. Pre-assessments inform teachers of a wide range of students’ knowledge and abilities in order to guide instruction.

Entry level assessment: Generally used to describe an initial assessment of competencies when a student first begins a class or course of study.

Context: Real life contexts include students’ unique family and community settings as a “mirror” reflecting the familiar world; and the broader societal, cultural and global settings as a “window” looking into the larger world (E. Style, 1996).

Culturally Responsive Teaching: Geneva Gay (2000) defines culturally responsive teaching as using the cultural knowledge, prior experiences, and performance styles of diverse students to make learning more appropriate and effective for them; it teaches to and through the strengths of these students.

Academic Language: Academic language is the language (oral and written) needed by students to understand and communicate in the academic disciplines. Academic language includes such things as specialized vocabulary, conventional text structures within a field (e.g., whole sentences, narratives, essays, lab reports) and other language-related activities typical of classrooms, (e.g., participating in a discussion, presenting an argument, comparing and contrasting, asking for clarification). (revised from PACT, 2010).

Standard 1 CSTP: Engaging and Supporting All Students in Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging	Exploring	Applying	Integrating	Innovating
<p>1.1</p> <p>Using knowledge of students to engage them in learning</p> <div> <p><i>Evidence:</i></p> </div>	<p>Learns about students through data provided by the school and/or through district assessments.</p> <p>Some students may engage in learning using instructional strategies focused on the class as a whole.</p>	<p>Gathers additional data to learn about individual students.</p> <p>Students engage in single lessons or sequence of lessons that include some adjustments based on assessments.</p>	<p>Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.</p> <p>Students engage in learning through the use of adjustments in instruction to meet their needs.</p>	<p>Uses data from multiple sources to make adjustments to instruction and meet individual identified learning needs.</p> <p>Students actively utilize a variety of instructional strategies and technologies in learning that ensure equitable access to the curriculum.</p>	<p>Uses comprehensive knowledge of students to make ongoing adjustments and accommodations in instruction.</p> <p>Students take ownership of their learning by choosing from a wide range of methods to further their learning that are responsive to their diverse learning needs.</p>

Standard 1 CSTP: Engaging and Supporting All Students in Learning

Evidence of Practice: *Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date*

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

Standard 1 CSTP: Engaging and Supporting All Students in Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging	Exploring	Applying	Integrating	Innovating
1.3 Connecting subject matter to meaningful, real-life contexts* <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <i>Evidence:</i> </div>	<p>Uses real-life connections during instruction as identified in curriculum.</p> <p>Some students relate subject matter to real-life.</p>	<p>Explores using additional real-life connections to subject matter in single lessons or sequence of lessons to support student understanding.</p> <p>Students make use of real-life connections provided in single lessons or sequence of lessons to support understanding of subject matter.</p>	<p>Includes connections from subject matter to meaningful, real-life contexts, including those specific to students' family and community.</p> <p>Students utilize real-life connections regularly to develop understandings of subject matter.</p>	<p>Integrates connections to meaningful, real-life contexts in planning subject matter instruction and is responsive during instruction to engage students in relating to subject matter.</p> <p>Students actively engage in making and using real-life connections to subject matter to extend their understanding.</p>	<p>Engages students in actively making connections to relevant, meaningful, and real-life contexts throughout subject matter instruction.</p> <p>Students routinely integrate subject matter into their own thinking and make relevant applications of subject matter during learning activities.</p>

* see Glossary

Standard 1 CSTP: Engaging and Supporting All Students in Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging	Exploring	Applying	Integrating	Innovating
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs <div style="border: 1px solid black; padding: 5px; min-height: 150px;"> Evidence: </div>	<p>Uses instructional strategies, resources, and technologies as provided by school and/or district.</p> <p>Some students participate in instructional strategies, using resources and technologies provided.</p>	<p>Explores additional instructional strategies, resources, and technologies in single lessons or sequence of lessons to meet students' diverse learning needs.</p> <p>Students participate in single lessons or sequence of lessons related to their interests and experiences.</p>	<p>Utilizes a variety of strategies including culturally responsive pedagogy, resources, and technologies during ongoing instruction to meet students' diverse learning needs.</p> <p>Students participate in instruction using strategies, resources, and technologies matched to their learning needs.</p>	<p>Creates, adapts, and integrates a broad range of strategies, resources, and technologies into instruction designed to meet students' diverse learning needs.</p> <p>Students actively engage in instruction and make use of a variety of targeted strategies, resources, and technologies to meet their individual learning needs.</p>	<p>Refines the flexible use of an extensive repertoire of strategies, resources, and technologies to meet students' diverse learning needs.</p> <p>Students take responsibility for using a wide range of strategies, resources, and technologies that successfully advance their learning.</p>

Standard 1 CSTP: Engaging and Supporting All Students in Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 1 CSTP: Engaging and Supporting All Students in Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

Evidence of Practice: *Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date*

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

Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging	Exploring	Applying	Integrating	Innovating
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Evidence: </div>	<p>Establishes procedures, routines or norms for single lessons to support student learning.</p> <p>Responds to disruptive behavior.</p> <p>Students are aware of procedures, routines, and classroom norms.</p>	<p>Develops routines, procedures, and norms in single lessons or sequence of lessons with some student involvement.</p> <p>Seeks to promote positive behaviors and responds to disruptive behavior.</p> <p>Students receive correction for behavior that interferes with learning, and positive reinforcement in following routines, procedures, and norms.</p>	<p>Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms.</p> <p>Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruptions to the learning climate.</p> <p>Students participate in routines, procedures, and norms and receive reinforcement for positive behaviors. Students receive timely and effective feedback and consequences for behaviors that interfere with learning.</p>	<p>Engages students in monitoring and reflecting on routines, procedures, and norms in ways that are culturally responsive. Maintains a quality learning climate that builds on student strengths.</p> <p>Promotes positive behaviors and consistently prevents or refocuses behaviors disruptive to the learning climate.</p> <p>Students are involved in assessment and monitoring of routines, procedures, and norms in ways that improve the learning climate.</p>	<p>Facilitates student participating in developing, monitoring, and adjusting routines and procedures focuses on maximizing learning. Classroom climate integrates school standards and culturally relevant norms.</p> <p>Promotes positive behaviors and establishes preventions and a positive classroom climate that eliminate most disruptive behavior.</p> <p>Students share responsibility with teacher for managing and maintaining a positive classroom climate that promotes learning.</p>

Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

*See glossary for a more complete definition of academic language

Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

Evidence of Practice: *Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date*

Element	Emerging	Exploring	Applying	Integrating	Innovating
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students <div style="border: 1px solid black; padding: 5px; min-height: 150px;"> Evidence: </div>	<p>Uses available instructional materials, resources, and technologies for specific lessons to make subject matter accessible to students.</p> <p>Identifies technological resources needed.</p>	<p>Explores additional instructional materials, resources, and technologies to make subject matter accessible to students.</p> <p>Explores how to make technological resources available to all students.</p>	<p>Selects, adapts, and utilizes appropriate instructional materials, resources, and technologies for concept and skill development in subject matter. Resources reflect the diversity of the classroom and support differentiated learning of subject matter.</p> <p>Guides students to use available print, electronic, and online subject matter resources based on individual needs.</p>	<p>Integrates a wide range of adapted resources, technologies, and instructional materials to meet identified student needs and make subject matter accessible to students.</p> <p>Assists students with equitable access to materials, resources, and technologies. Seeks outside resources and support.</p>	<p>Engages students in identifying and adapting resources, technologies, and standards-aligned instructional materials to extend student understanding and critical thinking about subject matter.</p> <p>Ensures that students are able to obtain equitable access to a wide range of technologies, through ongoing links to outside resources and support.</p>

Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging	Exploring	Applying	Integrating	Innovating
3.6 Addressing the needs of <u>English Learners</u> and students with special needs* to provide equitable access to the content <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Evidence: </div>	<p>Is aware of students' primary language and English language proficiencies based on available assessment data.</p> <p>Provides adapted materials to help English Learners access content.</p>	<p>Seeks additional information describing elements of culture and language proficiencies in listening, speaking, reading and writing. Uses multiple measures for assessing English learners' performance to identify gaps in English language development.</p> <p>Attempts to scaffold content using visuals, models, and graphic organizers.</p>	<p>Identifies English language proficiencies and English learner strengths in the study of language and content. Differentiates instruction using one or more components of English language development to support English learners.</p> <p>Creates and implements scaffolds to support standards-based instruction using literacy strategies, SDAIE, and content level English language development in order for students to improve language proficiencies and understand content.</p>	<p>Integrates knowledge of English language development and English learner's strengths and assessed needs to differentiate English language and content instruction.</p> <p>Develops and adapts instruction to provide a wide range of scaffolded supports for language and content for the range of English learners.</p>	<p>Engages English learners in assessment of their progress in English language development and in meeting content standards. Supports students to establish and monitor language and content goals.</p> <p>Is resourceful and flexible in the design, adjustment and elimination of scaffolds based on English learners' proficiencies, knowledge and skills in content.</p>

** Please see the additional Standard elements that are of particular importance in the effective instruction of English Learners:*

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

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

Standard Element 6.4 Working with families to support student learning

Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

Evidence of Practice: *Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date*

Element	Emerging	Exploring	Applying	Integrating	Innovating
3.6 Addressing the needs of English Learners and <u>students with special needs</u>* to provide equitable access to the content <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Evidence: </div>	<p>Has an awareness of the full range of students identified with special needs students through data provided by the school.</p> <p>Attends required meetings with resource personnel and families.</p> <p>Learns about referral processes for students with special needs.</p>	<p>Seeks additional information on the full range of students identified with special needs to address challenges or supports in single lessons or sequence of lessons.</p> <p>Cooperates with resource personnel, para-educators, and families during meetings and activities in support of learning plans and goals.</p> <p>Seeks additional information on struggling learners and advanced learners to determine appropriateness for referral.</p>	<p>Utilizes information on the full range of students identified with special needs to assess strengths and competencies to provide appropriate challenge and accommodations in instruction.</p> <p>Communicates regularly with resource personnel, para-educators, and families to ensure that student services are provided and progress is made in accessing appropriate content.</p> <p>Refers students as needed in a timely and appropriate manner supported with documented data over time, including interventions tried previous to referral.</p>	<p>Integrates accommodations, adaptations, and extensions to instruction for the full range of students with special needs to ensure adequate support and challenge.</p> <p>Communicates and collaborates with colleagues, support staff and families to ensure consistent instruction. Supports families in positive engagement with the school.</p> <p>Initiates and monitors referral processes and follow-up meetings to ensure that students receive support and/or extended learning that is integrated into the core curriculum.</p>	<p>Guides and supports the full range of students with special needs to actively engage in the assessment, and monitor their own strengths, learning needs, and achievements in accessing content.</p> <p>Communicates and collaborates with resource personnel, para-educators, families, leadership, and students in creating a coordinated program to optimize success of the full range of students with special needs.</p> <p>Takes leadership at the site/district and collaborates with resource personnel to ensure the smooth and effective implementation of referral processes.</p>

* *The full range of students with special needs includes students with IEPs, 504 Plans and advanced learners.*

Please see the additional Standard elements that are of particular importance in the effective instruction of students with special needs:

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

Standards 2 and 4 contain multiple references to differentiation, adaptations, and adjustments that are all critical supports for students with special needs.

Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging	Exploring	Applying	Integrating	Innovating
<p>4.1</p> <p>Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.</p> <div> <p><i>Evidence:</i></p> </div>	<p>Plans daily lessons using available curriculum and information from district and state required assessments.</p> <p>Is aware of the impact of bias on learning.</p>	<p>Plans single lessons or sequence of lessons using additional assessment information on student academic readiness, language, cultural background, and individual development.</p> <p>Becomes aware of potential areas of bias and seeks to learn about culturally responsive pedagogy.</p>	<p>Plans differentiated instruction based on knowledge of students' academic readiness, academic language, diverse cultural backgrounds, and individual cognitive, social, emotional, and physical development.</p> <p>Examines potential sources of bias and stereotyping when planning lessons. Uses culturally responsive pedagogy in planning.</p>	<p>Plans differentiated instruction which is based on broad knowledge of students while matching resources and specific strategies to students' diverse learning needs and cultural backgrounds.</p> <p>Planning addresses bias, stereotyping, and assumptions about cultures and members of cultures.</p>	<p>Plans differentiated instruction that provides systematic opportunities for supporting and extending student learning based on comprehensive information on students.</p> <p>Engages students in the analysis of bias, stereotyping, and assumptions.</p>

Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging	Exploring	Applying	Integrating	Innovating
4.2 Establishing and articulating goals for student learning <div> Evidence: </div>	Establishes learning goals for single lessons to students based on content standards and available curriculum guidelines.	Establishes and shares learning goals for skill development with students in single lessons and sequence of lessons based on standards and curriculum.	Establishes and communicates clear learning goals to students that are accessible, challenging, and differentiated to address students' diverse learning needs.	Establishes and articulates comprehensive short- and long-term learning goals for students. Plans for students to articulate and monitor learning goals.	Establishes and articulates learning goals that are communicated clearly, referred to frequently, and utilized by students to monitor and advance their learning.

Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging	Exploring	Applying	Integrating	Innovating
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students. <div style="border: 1px solid black; padding: 5px; min-height: 150px;"> Evidence: </div>	Implements lessons and uses materials from curriculum provided.	Begins to adapt plans and materials in single lessons or sequence of lessons to address students' learning needs.	Makes adjustments and adaptations to differentiate instructional plans. Uses culturally responsive pedagogy and additional materials to support students' diverse learning needs.	Makes ongoing adjustments to instructional plans and uses a variety of materials as the instructional need arises to support student learning.	Anticipates and plans for a wide range of adaptations to lessons based on in depth analysis of individual student needs. Engages with students to identify types of adjustments in instruction that best meet their learning needs.

Standard 5 CSTP: Assessing Students for Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 5 CSTP: Assessing Students for Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 5 CSTP: Assessing Students for Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging	Exploring	Applying	Integrating	Innovating
5.3 Reviewing data, both individually and with colleagues, to monitor student learning <div><i>Evidence:</i></div>	Reviews and monitors available assessment data as required by site and district processes.	Reviews and monitors additional assessment data individually and with colleagues and identifies learning needs of individual students.	Reviews and monitors a variety of data on student learning individually and with colleagues to identify trends and patterns among groups of students.	Reviews and monitors a broad range of data individually and with colleagues to analyze student thinking and identify underlying causes for trends.	Facilitates collaborative work and fosters colleagues ability to identify and address underlying causes for achievement patterns and trends.

Standard 5 CSTP: Assessing Students for Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 5 CSTP: Assessing Students for Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

* Consider the inclusion of English Language Development or Academic English goals along with content goals.

Standard 5 CSTP: Assessing Students for Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging	Exploring	Applying	Integrating	Innovating
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> Evidence: </div>	Uses available technology to record assessments, determine proficiency levels, and make required communications about student learning.	Explores use of additional technologies to implement individual assessments, record results, and communicate with administration, colleagues, and families about student learning.	Uses technology to design and implement assessments, record and analyze results, and communicate about student learning with administration, colleagues, families, and students. Ensures that communications are received by those who lack access to technology.	Integrates a variety of technologies into the development, implementation, analysis of assessments, and communication of student learning to all audiences.	Uses a wide range of technologies to design, implement, and analyze assessments and provides for in depth and ongoing communication regarding student learning for all audiences.

Standard 5 CSTP: Assessing Students for Learning

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 6 CSTP: Developing as a Professional Educator

Evidence of Practice: *Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date*

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

Standard 6 CSTP: Developing as a Professional Educator

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 6 CSTP: Developing as a Professional Educator

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging	Exploring	Applying	Integrating	Innovating
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning <div style="border: 1px solid black; padding: 5px; min-height: 150px;"> Evidence: </div>	<p>Attends staff, grade level, department, and other required meetings and collaborations.</p> <p>Identifies student and teacher resources at the school and district level.</p>	<p>Consults with colleagues to consider how best to support teacher and student learning.</p> <p>Begins to identify how to access student and teacher resources in the broader professional community.</p>	<p>Collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level.</p> <p>Interacts with members of the broader professional community to access resources that support teacher effectiveness and student learning.</p>	<p>Collaborates with colleagues to expand impact on teacher and student learning within grade or department and school and district levels.</p> <p>Engages with members of the broader professional community to access resources and a wide range of supports for teaching the full range of learners.</p>	<p>Facilitates collaboration with colleagues.</p> <p>Works to ensure the broadest positive impact possible on instructional practice and student achievement at school and district levels and for the profession.</p> <p>Initiates and develops professional learning opportunities with the broader professional community focused on student achievement.</p>

Standard 6 CSTP: Developing as a Professional Educator

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 6 CSTP: Developing as a Professional Educator

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 6 CSTP: Developing as a Professional Educator

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

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

Standard 6 CSTP: Developing as a Professional Educator

Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date

Element	Emerging Exploring Applying	Integrating Innovating
6.7 Demonstrating professional responsibility, integrity, and ethical conduct <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Evidence: </div>	<p><i>Follows all state education codes, legal requirements, district and site policies, contractual agreements, and ethical responsibilities.*</i></p> <p><i>* As follows:</i></p> <ul style="list-style-type: none"> <i>• Takes responsibility for student academic learning outcomes.</i> <i>• Is aware of own personal values and biases and recognizes ways in which these values and biases affect the teaching and learning of students.</i> <i>• Adheres to legal and ethical obligations in teaching the full range of learners, including English learners and students with special needs.</i> <i>• Reports suspected cases of child abuse, and/or neglect as outlined in the California Child Abuse and Neglect Reporting Act.</i> <i>• Maintains a non-hostile classroom environment and carries out laws and district guidelines for reporting cases of sexual harassment.</i> <i>• Understands and implements school and district policies and state and federal law in responding to inappropriate or violent student behavior.</i> <i>• Complies with legal and professional obligations to protect the privacy, health, and safety of students, families, and other school professionals.</i> <i>• Models appropriate behavior for students, colleagues, and the profession.</i> <i>• Acts in accordance with ethical considerations for students.</i> <i>• Maintains professional conduct and integrity in the classroom and school community.</i> 	<p>Maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances.</p> <p>Contributes to building professional community and holding peers accountable to norms of respectful treatment and communication.</p> <p>Contributes to fostering a school culture with a high degree of resilience, professional integrity, and ethical conduct.</p>

Continuum of Teaching Practice Writing Team (2009–10)

The *Continuum of Teaching Practice* was funded through the New Teacher Center with generous support from the Becky Morgan Family Foundation.

Educator	Employer
Wendy Baron	New Teacher Center, Project Lead
Lisa Danielson	El Dorado County Office of Education
Edna Shoemaker	Twin Rivers Unified School District
Sarah Solari	Lodi Unified School District
Kendyll Stansbury	Stanford University
Colleen Stobbe	New Teacher Center, Lead Writer
Page Tompkins	Reach Institute for School Leadership
Starla Wierman	Yolo-Solano BTSA Induction Program
Andrea Whittaker	San Jose State University
Sarah Young	New Teacher Center, Lead Writer

CA Commission on Teacher Credentialing (CCTC) and CA Department of Education (CDE) Staff Working with the *Continuum of Teaching Practice* Writing Team

Teri Clark	CA Commission on Teacher Credentialing
Terence Janicki	CA Commission on Teacher Credentialing, Project Lead
Karen Sacramento	CA Commission on Teacher Credentialing
Lynda Nichols	CA Department of Education, Project Lead
Ron Taylor	CA Department of Education

California Commission on Teacher Credentialing

Members of the Commission

Ting Sun, Chair—Public Representative
Charles Gahagan, Vice Chair —Teacher Representative
Constance Baumgardt Blackburn —Teacher Representative
Brenda-Victoria (B.V.) Castillo—Public Representative
Dan Chernow—Public Representative
Steven Dean—Teacher Representative
Marlon Evans—Public Representative
Leslie Littman—Designee, Superintendent of Public Instruction
Carolyn McInerney—School Board Member
Irene Oropeza-Enriquez—Administrative Services Representative

Ex Officio Representatives

Shane Martin—Association of Independent California Colleges and Universities
Janis Perry—California Postsecondary Education Commission
Tine Sloan—University of California
Beverly Young—California State University

Executive Officer

Dale A. Janssen

California Department of Education

Members of the State Board of Education

Theodore R. Mitchell—Board President

Ruth Bloom—Vice President

Yvonne Chan

Gregory W. Jones

Johnathan Xavier Williams

David P. Lopez

James D. Aschwenden

Jorge Lopez

Rae Belisle

Superintendent of Public Instruction

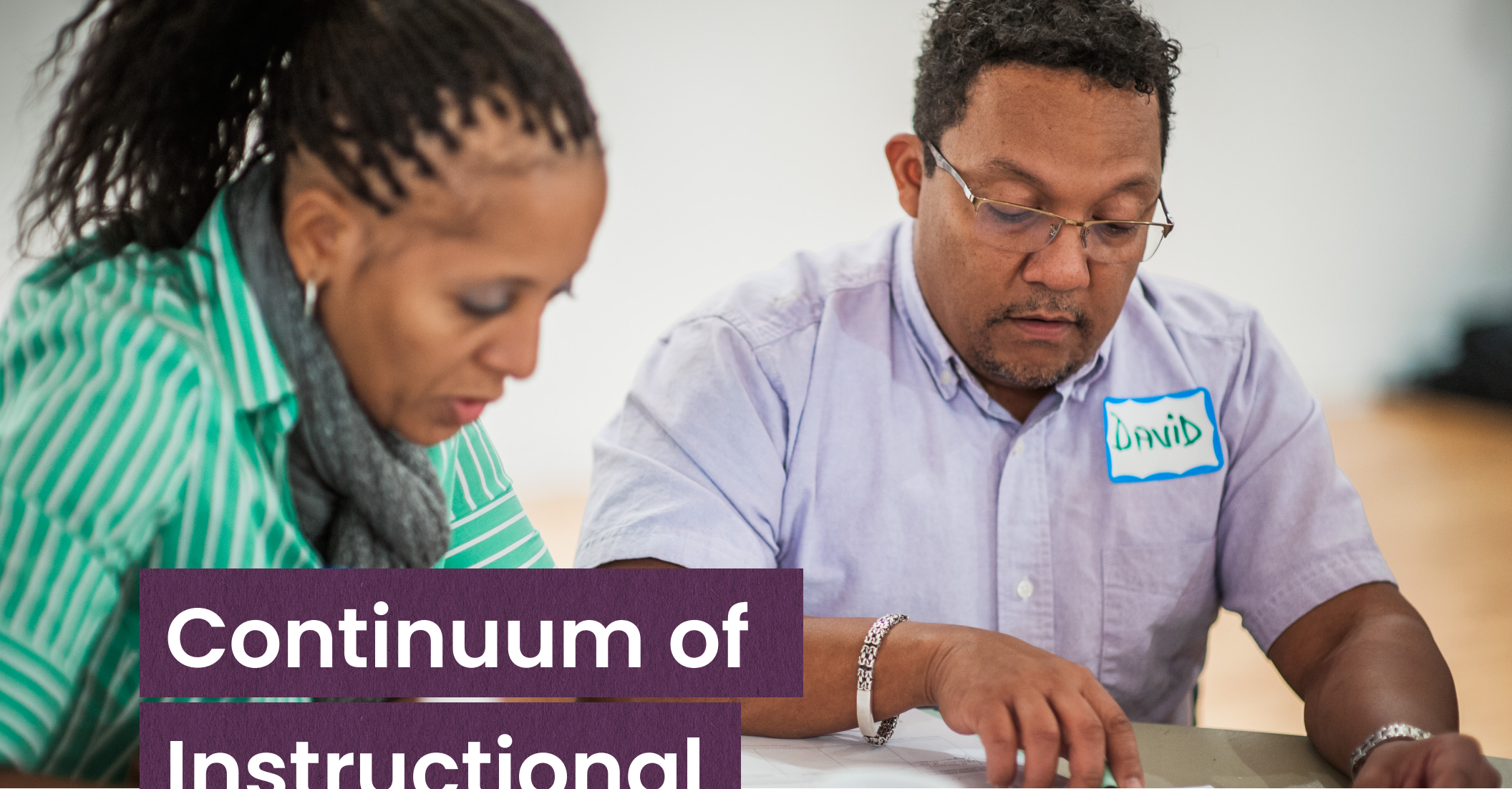
Jack O'Connell

Staff Working with the CSTP Advisory Panel (2008–09)

Terry Janicki	CA Commission on Teacher Credentialing
Karen Sacramento	CA Commission on Teacher Credentialing
Teri Clark	CA Commission on Teacher Credentialing
Edna Shoemaker	California Department of Education
Ellen Ringer	California Department of Education

California Standards for the Teaching Profession Advisory Panel (2008–09)

Educator Representing	Employer	
Priscilla Cox	Elk Grove USD	CSBA
Cindy Gappa	Tehama COE	ACSA
Gail Kirby	St. Mary's College	AICCU
Eloise Lopez Metcalfe	University of California, Los Angeles	UC
Theresa Montaña	California State University, Northridge	CTA
Susan Rich	Stanislaus COE	CCESSA
Sue Westbrook	California Federation of Teachers	CFT
Ruth Yopp-Edwards	California State University Fullerton	CSU
Wendy Baron	Santa Cruz COE/New Teacher Center	
Michelle Cepello	California State University, Chico	
Lewis Chappellear	Los Angeles USD	
Nancy Farnan	San Diego State University	
Helen Garcia Rockett	California State Polytechnic University, Pomona	
Ira Lit	Stanford University	
Paula Lovo	Ventura COE	
Robert McClurg	Rescue USD	
Betty McEady	Chapman University College	
Cara Mendoza	Fairfield-Suisun USD	
Marisol Rexach	Santa Ana USD	
Luis Rodriguez	Los Angeles USD	
Jodie Schwartzfarb	New Haven USD	
Steve Turley	California State University, Long Beach	
Andrea Whittaker	San Jose State University	
Ting Sun	Commission Liaison	



Continuum of Instructional Coaching Practice

newteachercenter.org



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For additional copies of this publication contact:

New Teacher Center
Phone: 831-600-2200
partnerships@newteachercenter.org
newteachercenter.org

HOW TO USE

The ***Continuum of Instructional Coaching Practice*** can be used for a variety of purposes. Each of these uses supports a reflective, formative professional growth process for coaches. Effective instructional coaches will likely engage teachers in similar processes of reflection, assessment, and ongoing development.

Self-Assessment

The ***Continuum of Instructional Coaching Practice*** allows coaches to deepen their understanding of their own professional learning in that it is a tool to assess their own coaching practice. To self-assess, coaches read across each row of descriptors from left to right. Each practice level includes all the descriptors contained in the levels to the left. As coaches locate the descriptors that best describe their current practice, they may enter the date of their self-assessment in the appropriate box and/or highlight those accomplishments. In this way, a coach can later consult the ***Continuum*** and easily note specific areas of professional growth.

Goal-Setting

By describing the various levels of practice, The ***Continuum of Instructional Coaching Practice*** helps coaches examine their practice and make informed decisions about their ongoing development as professionals. With the support of colleagues and program leaders, coaches can be guided through a collaborative process for setting goals. Individual learning plans or professional growth plans can provide strategies to assist coaches' development while also documenting their progress. "Check-ins" at mid-year and year-end can help coaches celebrate their practice achievements while encouraging them to revise and continue their personal learning journey.

Instructional Coach Professional Learning

The ***Continuum of Instructional Coaching Practice*** is not meant to be used as a rubric to define performance standards or expectations, nor is it intended to serve as an isolated observation instrument. However, by providing a common language that describes coaching practice, this document helps program leaders and coaches engage in discussions of practice and subsequently plan meaningful professional learning to advance that practice. The ***Continuum of Instructional Coaching Practice*** helps program leaders support the development of coaches in the same responsive ways in which they expect coaches to support their teachers.

GLOSSARY OF TERMS

Continuum: a document describing different levels of practice or knowledge across various stages of development

PTS: Professional Teaching Standard(s)

Descriptor: an individual cell, or box, corresponding to the developmental levels in the continuum

Standard: one of six areas of coaching practice that comprise the continuum

Element: a sub-area of coaching practice within any of the six standards

Level: the stages of coach development that indicate what a coach should know and be able to do

- **Establishing:** levels of development in which the coach relies on ongoing assistance from more experienced colleagues for support and guidance. The coach is trying to internalize and apply what they have learned about coaching. The coach is moving toward becoming more self-directed and independent in their practice.
- **Applying:** a level of development in which the coach is able to coach independently, internalizes, and easily applies what they have learned about coaching.
- **Integrating:** a level of development in which the coach is fully skilled, confident, and able to integrate such complex elements as reflective conversations, formative assessment, differentiated support, and the design of professional learning into practice.
- **Innovating:** a level of development where the coach often becomes a leader among peers by contributing to the broader educational community through educator development, research, or publication in professional journals.

FOUNDATIONAL



Develops as an instructional leader to advance instructional coaching, the teaching profession, and equitable outcomes for every student.

	Establishing	Applying	Integrating	Innovating
<p>1.1 Develops and continuously pursues professional growth goals and action plans that are grounded in instructional coaching standards and expectations and are continually informed by coach and teacher data of practice and student learning data.</p>	<p>Develops professional growth goals and implements action plans aligned with mission, coach standards, and expectations. Follows program requirements for reviewing available data of practice and student learning data to assess own progress toward coach goals.</p>	<p>Uses evidence of coaching practice to identify strengths and areas for growth and to develop respective goals and action plans that address coaching practice to strategically accelerate teacher instruction and student learning outcomes. Examines and reflects on coach and teacher data of practice and student learning data with colleagues and/or program leader to assess own progress toward coach goals.</p>	<p>Uses qualitative and quantitative coach and teacher data of practice and current student learning data to inform development, regular review, and adjustment of goals and action plans that address coaching practice to strategically accelerate teacher instruction and student learning outcomes. Engages with coach colleagues, program leader, and the instructional leadership team to strategically design next steps to increase teacher abilities to foster equitable outcomes for every student.</p>	<p>Engages in ongoing examination of and reflection on data of practice and current student learning data with coach colleagues and program leader to inform and advance goals, action plans, and next steps that improve teacher instruction and equitable learning for every student. Leads coach colleagues and the instructional leadership team in developing individual and collective goals and using innovative approaches to their implementation to advance program mission, extend instructional influence, and maximize equitable learning within the school, district, and beyond.</p>
<ul style="list-style-type: none"> • <i>When I assess my practice using the instructional coaching standards and expectations, what areas of strength can I identify and what areas of growth can I prioritize?</i> • <i>In what ways do my instructional coaching professional growth goals serve the program's mission to improve teacher effectiveness and foster equitable outcomes for every student?</i> • <i>What knowledge and skills do I need to identify inequities in the classroom in order to pursue equitable outcomes for every student with teachers? How do I improve my observation skills and use strategies, stances, tools, and entry points to ensure equitable outcomes for every student?</i> • <i>What processes and protocols can I use to continually assess qualitative and quantitative instructional coaching data, teacher data, and student learning data to measure progress toward my instructional coach goals? How can my coaching colleagues, and/or program leader, and the instructional leadership team support me in this process?</i> 				

	Establishing	Applying	Integrating	Innovating
<p>1.2 Collects and analyzes instructional coach and teacher data of practice to inform instructional coaching decisions that will improve teacher practice and the academic, social, and emotional learning of every student.</p>	<p>Follows program guidelines for collection of coach and teacher data of practice. Engages with coach colleagues and/or program leader in structured opportunities to analyze data of practice in relationship to professional teaching standards and teacher goals to guide coaching decisions. Participates in at least one in-field coaching cycle with program leader or lead coach. Responds positively to constructive feedback from program leader and coach colleagues.</p>	<p>Uses coach expectations provided by program to guide collection and analysis of coach and teacher data of practice. Plans instructional coaching decisions that include using entry points to engage teacher in connecting aspects of their practice with professional teaching standards. Uses in-field coaching cycle and resulting formative assessment and feedback to improve coaching strategies in alignment with coach goals. Elicits feedback from teacher on coaching process.</p>	<p>Collects and reviews coach and teacher data of practice regularly and consistently plans for opportunities to use entry points, tools, and protocols to strategically advance teacher practice and ability to reflect on practice in alignment with professional teaching standards and address the academic, social, and emotional learning of every student. Facilitates collaborative processes with other coaches to calibrate and analyze aggregate coach and teacher data and identify insights and next steps to improve teacher practice. Engages with coach peers, program leader, or lead coach in in-field coaching cycles to refine strategic use of stances, strategies, tools, and protocols and better advance teacher practice and student learning. Seeks constructive feedback from coach colleagues and program leader.</p>	<p>Uses knowledge of teacher data of practice, teacher reflections on own practice using professional teaching standards, and students' academic, social, and emotional learning to inform instructional coaching decisions regarding strategic use of entry points, tools, and protocols to further advance coaching, teacher practice, and student learning. Leads coach professional learning community in calibrating interpretations of aggregate coach and teacher data based on professional teaching standards by looking for patterns school-wide, department-wide, and within grade level to expand collective knowledge of effective resources and strategies for instructional coaching. Leverages use of in-field coaching cycles and feedback to inform and deepen reflection on coaching practice and make improvements. Seeks feedback systematically from teacher, coach colleagues, and program leader.</p>
<ul style="list-style-type: none"> • How can I analyze data of practice in ways that inform my coaching focus and strategies throughout instructional coaching cycles with teachers? How can research-informed coaching expectations support and guide me and my colleagues in this process? • How often do I elicit feedback from my teachers on the coaching process? In what ways do my words and actions exemplify a commitment to improving practice in service of every learner? • How do I position myself as a learner and actively seek constructive feedback on my practice from coach peers and program leader? • What can I learn about my coaching practice from participating in in-field coaching cycles with coach colleagues and program leader? 				

	Establishing	Applying	Integrating	Innovating
<p>1.3 Engages in coach professional learning opportunities and contributes fully to the coach community of practice to advance own learning and that of coach colleagues.</p>	<p>Attends and participates in required coach professional learning. Engages in discussions of coaching practice when prompted. Develops knowledge of coaching stances, developmental needs of teachers, and formative assessment and their impact on improving instruction and student learning.</p>	<p>Engages in coach professional learning opportunities actively seeking to grow coaching skills. Engages with coach colleagues to examine and reflect on elements of coaching practice to gain deeper knowledge of the strategic use of stances, tools, and protocols and their potential impact on improving instruction and learning for every student. Uses respectful, non-judgmental language in dialogue with coach colleagues.</p>	<p>Engages fully in coach professional learning to advance coaching practice. Collaborates with coach colleagues in openly sharing data of practice and new learning and in problem-solving to gain deeper insight into the various applications of coaching stances, tools, and protocols. Supports learning community to uphold norms that advance respectful, non-judgmental dialogue.</p>	<p>Shares in leadership across all aspects of coach professional learning opportunities. Contributes to the development of an inquiry-based professional learning environment in which coaches feel safe taking risks and in honestly sharing sensitive data of practice, conflicts, and difficulties. Demonstrates and cultivates coach inquiry to give and receive evidence-based feedback with genuine desire to improve coaching skills and advance equitable and rigorous learning for every student.</p>
<ul style="list-style-type: none"> • <i>How do my behaviors and actions in coach professional learning contribute to building a professional community and upholding the norms of collaboration, reflection, and transparency?</i> • <i>In what ways is my participation in coach professional learning and communities of practice contributing to emotionally and intellectually safe environments for all coaches to learn and grow?</i> • <i>How do I use my own data of coaching practice and that of my coach colleagues to engage in thoughtful dialogue and reflection to solve coaching-related problems?</i> • <i>What is my comfort and skill level in giving and receiving instructionally focused, evidenced-based feedback with my coach colleagues in ways that support inquiry/curiosity and risk-taking?</i> • <i>How do I continually challenge myself to take risks in coach professional learning contexts, such as in-field coaching, and coach professional learning communities, to deepen and expand my instructional coaching knowledge and skills?</i> 				

	Establishing	Applying	Integrating	Innovating
1.4 Builds collaborative partnerships with school and district instructional leaders, teacher leaders, and school communities to advance the teaching profession and advocate for equitable outcomes for every student.	Identifies school and district instructional leaders and becomes familiar with format and timing of meetings and methods of communication. Positions self as a learner to understand the district's teacher development system. Responds when asked to share instruction-related program information and impact of coaching program on teacher effectiveness and equitable outcomes for every student.	Meets with school and instructional leadership team, teacher leaders, and school communities to share how instructional coaching contributes to achievement of school and district instructional goals and priorities. Uses entry points in dialogue to identify and pursue opportunities for collaboration and for advocacy for teachers and students.	Deepens and expands role as an instructional leader in partnerships with school and instructional leadership team, teacher leaders, and school communities to improve rigorous, standards-aligned instruction and increase equitable learning outcomes for every student. Advocates for job-embedded professional learning for teachers.	Maintains ongoing communication with instructional leaders and engages fully in collaborative partnerships to problem-solve and address common issues in ways that advance school and district goals and priorities and program and coaching goals. Advocates for conditions that support effective learning environments to meet the variable learning needs of every student and improvements that advance equitable outcomes for every student.
<ul style="list-style-type: none"> • <i>In what ways do I see myself as an instructional leader?</i> • <i>How do I position myself as a learner and leader within the instructional leadership team?</i> • <i>What opportunities can I seize upon, such as joining instructional leadership teams on learning walks, to build collaboration and advance teacher development in schools and district-wide?</i> • <i>How can I create and leverage opportunities to learn from and collaborate with instructional leadership team members and other teacher leaders to advance standards-aligned instruction and equitable outcomes for every student?</i> • <i>What opportunities do I have to collaborate with school and district leaders to inform and/or advance school-based instructional goals and priorities?</i> • <i>What is my comfort and skill level in describing to other teacher leaders the instructionally focused, standards-based nature of my coaching work and its impact on teacher effectiveness and equitable outcomes for every student?</i> • <i>In what ways can I advocate for conditions that support optimal learning environments that address the variable learning needs of every student?</i> 				

	Establishing	Applying	Integrating	Innovating
<p>1.5 Promotes, designs, and/or facilitates teacher professional learning that is aligned with professional teaching standards, school and district instructional goals, and program vision, mission, and goals and promotes development of optimal learning environments and rigorous content learning for every student.</p>	<p>Promotes and/or designs and facilitates professional learning that consists of periodic networking sessions aligned with program vision, mission, and goals and professional teaching standards. Articulates the importance of taking into account developmental needs when designing professional learning and the expressed needs and interests of the teacher.</p>	<p>Promotes and/or designs and facilitates professional learning that employs research-based adult learning principles and is aligned with the district's system of teacher development and school and district instructional goals and priorities. Engages with program leader, instructional leadership team, and/or coach colleagues to ensure that design includes use of norms that promote an emotionally, intellectually, and physically safe environment for learning. Ensures that design takes into account assessment of teacher needs and interests and reflects qualities of effective professional learning.</p>	<p>Promotes, designs, and/or facilitates professional learning that is differentiated to address assessed needs and interests, developmental needs, and individual contexts. Ensures that design provides opportunities for problem-solving and structured inquiry into practice. Collaborates with program leader, instructional leadership team, and/or coach colleagues to ensure design is research-based and includes focus on developing optimal learning environments, providing rigorous standards-aligned instruction, and meeting the variable learning needs of every student.</p>	<p>Advocates for, designs, and facilitates professional learning that is research-based, that fosters teacher leadership, and that deepens commitment to diversity, equity, and inclusion. Supports and/or facilitates additional opportunities for professional learning through targeted problem-solving and collaborative inquiry within and across sites to address common needs and interests.</p>
<ul style="list-style-type: none"> • <i>How do I collaborate with my coach colleagues and the instructional leadership team to differentiate teacher professional learning based on adult learning principles and assessed needs and interests of the teachers?</i> • <i>How will the teacher professional learning environment model classroom environments that are emotionally, intellectually, and physically safe?</i> • <i>How will teacher professional learning ensure alignment to teaching standards and rigorous content standards?</i> • <i>How will teacher professional learning ensure alignment to school/district goals and priorities and program vision and goals?</i> 				

FOUNDATIONAL



Deepens and maintains own knowledge of rigorous content standards, social and emotional learning, learner variability, and culturally responsive pedagogy.

	Establishing	Applying	Integrating	Innovating
2.1 Deepens and maintains own knowledge of grade-level content standards and standards-aligned tasks, lessons, and curriculum to ensure that every student has access to rigorous, standards-aligned content.	Becomes familiar with grade-level content standards in the content areas taught by teachers. Attends program professional learning focused on deepening content knowledge and use of coaching strategies and formative assessment tools designed to support planning rigorous, standards-aligned lessons.	Engages in program professional learning to deepen and maintain own knowledge of what constitutes standards-aligned rigor in content areas taught by teachers. Seeks to improve knowledge and abilities needed to recognize and track alignment of tasks, lessons, and curriculum to standards.	Engages in professional learning opportunities with coach colleagues and school and district instructional leaders to deepen and maintain own knowledge of rigorous content described by standards and related instructional strategies. Expands content knowledge to more effectively coach teachers and support them in providing every student with equitable access to rigorous content by developing students' skills needed to meet the standards.	Engages with professional organizations, learning communities, and/or educational journals to deepen and maintain knowledge of grade-level content standards and rigorous, standards-aligned content instruction that ensures every student access. Initiates learning opportunities with coach colleagues in learning community to improve knowledge of rigorous content described by standards and expands repertoire of related instructional strategies to better support teachers to provide rigorous, standards-aligned instruction that meets the diverse learning needs of every student.
<ul style="list-style-type: none"> How do I develop knowledge of what constitutes rigor in the content areas taught by teachers? Examples: For math, how do I develop and maintain basic knowledge of the major work of the grade? For ELA/literacy, how do I develop and maintain basic knowledge of text complexity and academic vocabulary of grade-appropriate texts? How do I use my knowledge of content standards and task alignment to engage teachers and advance their ability to plan and deliver instruction that develops both the content knowledge and student skills required by the standards? What additional knowledge and skills do I need to support teachers' ability to deliver standards-aligned instruction in ways that promote learner agency and opportunities for self-directed learning? 				

	Establishing	Applying	Integrating	Innovating
<p>2.2 Deepens and maintains own knowledge of research-based practices that create emotionally, intellectually, and physically safe classroom environments for every student.</p>	<p>Becomes familiar with school and district policies and procedures regarding student safety. Participates in professional learning to increase knowledge of practices that create emotional, intellectual, and physical safety in the classroom and the ways in which teachers can build positive, kind, caring, and respectful relationships with and among students.</p>	<p>Engages in professional learning with program leader to deepen knowledge and skill of how classroom procedures, routines, and design can be structured to increase emotional, intellectual, and physical safety. Seeks to expand knowledge of the varied ways that teachers can prompt and respond to students to encourage persistence with rigorous content and challenging tasks.</p>	<p>Engages with program leader, instructional leadership team, and coach colleagues to extend professional learning and deepen knowledge of research-based strategies for designing and managing a learning environment in which students demonstrate interest in learning and respect for varying viewpoints, are able to express emotions in healthy ways, take risks intellectually and emotionally, and grow in their resilience and capacity to sustain struggle with rigorous content and challenging tasks. Seeks to deepen knowledge of coaching strategies to use at varied points in the coaching cycle that foster teacher inquiry into the quality of the learning environment.</p>	<p>Seeks to deepen and maintain own knowledge of emotional, intellectual, and physical safety by learning from program leader, instructional leadership team, and coach colleagues, professional organizations, learning communities, and/or educational journals. Initiates learning opportunities with instructional leadership team and coach colleagues to explore how to best advance teachers' abilities to be responsive to the evolving dynamics of emotional, intellectual, and physical safety in the learning environment. Seeks to refine knowledge of how to best guide teachers in internalizing the inextricable connection between social and emotional learning and academic achievement.</p>
<ul style="list-style-type: none"> • <i>What research-based resources and skills do I need to learn about and integrate into my practice to help teachers embrace a growth mindset and create a classroom characterized by positive, trusting relationships, supported risk-taking, learner agency, productive struggle, and healthy expression of emotions?</i> • <i>What data and research-based resources can I incorporate into my coaching practice to help teachers deepen their knowledge of the inextricable connection between social and emotional learning and academic achievement?</i> • <i>What research-based strategies and guidelines can I draw upon for coaching teachers to create procedures, routines, and classroom designs that support safe and engaged student interactions?</i> • <i>How do I engage with program leader and coach colleagues within and outside of professional learning to expand my knowledge of how teachers purposefully use language and design and structure classroom routines and procedures in ways that promote safe and engaged teacher/student and student/student interactions?</i> • <i>How do I seek out and use additional resources to further my knowledge of the practices that contribute to emotional, intellectual, and physical safety?</i> • <i>How do I deepen my knowledge of and ability to articulate the inextricable connection between social and emotional learning and academic achievement?</i> 				

	Establishing	Applying	Integrating	Innovating
<p>2.3 Deepens and maintains own knowledge of strategies and research-based frameworks designed to support teachers to expect, plan for, and meet the variable learning needs of every student.</p>	<p>Participates in program professional learning and uses program resources to deepen knowledge of strategies and research-based frameworks related to meeting the variable learning needs of students.</p>	<p>Uses professional learning opportunities to increase knowledge of research-based frameworks and strategies related to learner variability and planning for groups of students with similar needs. Seeks to increase own abilities to support teachers to recognize that planning for the variable learning needs of students is to be expected.</p>	<p>Seeks outside resources to deepen and maintain knowledge of specific strategies to address varied needs of individual students in teachers' classrooms. Expands knowledge of research-based strategies for working within and across groups to meet the variable learning needs of every student.</p>	<p>Expands knowledge of the full range of learner variability and ways to engage students in knowing and respecting their variable learning needs and how to empower students to be leaders in advancing their own learning and that of their classmates. Initiates learning opportunities with program leader, instructional leadership team, and coach colleagues to refine knowledge of the ways that strategies may be designed for individual students and adjusted to match teachers' evolving abilities to implement them to meet the varying needs of every student.</p>
<ul style="list-style-type: none"> • <i>How prepared am I to scaffold learner strategies and frameworks into my coaching practice and share with teachers?</i> • <i>How can I expand my repertoire of research-based, standards-aligned instructional strategies that support the variable learning needs of every student to improve my coaching of teachers? How can I collaborate with colleagues to build expertise in my use of research-based, standards-aligned instructional strategies with teachers?</i> • <i>How do I participate in professional learning, engage with others, and do personal research to improve my knowledge of strategies and frameworks for meeting the variable learning needs of every student?</i> • <i>What research can I reference with teachers to underscore that having variable learners in the classroom and planning for each one of them is to be expected?</i> 				

	Establishing	Applying	Integrating	Innovating
<p>2.4 Deepens and maintains own knowledge of equity principles and culturally responsive pedagogy to identify and address inequitable practices and engage teachers in using an equity lens to reflect on their practice.</p>	<p>Participates in program professional learning to deepen knowledge of what constitutes equity and culturally responsive pedagogy in the classroom and their potential impact on student learning.</p>	<p>Engages in professional learning to refine knowledge, skills, and leadership stances related to equitable practices and culturally responsive pedagogy. Seeks to increase knowledge of coaching strategies to engage teacher in data-based dialogue to develop awareness of issues of equity, inclusion, and bias and commit to making improvements.</p>	<p>Engages in professional learning opportunities with coach colleagues and the instructional leadership team and seeks other resources to fill identified gaps in knowledge, skills, and leadership stances related to culturally responsive practices appropriate to teachers' students and their local communities. Deepens knowledge of self through examination of own adherence to equity principles and ability to identify and address inequitable practices comfortably and non-judgmentally. Draws on knowledge, personal insights, and reflection to engage teachers in authentic equity-focused conversations and reflection that leads to action.</p>	<p>Engages with professional organizations, learning communities, and/or educational journals to deepen and maintain knowledge, skills, and leadership stances related to equity principles and culturally responsive pedagogy. Initiates learning opportunities with coach colleagues and the instructional leadership team to grow skills in carrying on equity-focused conversations with teachers, including conversations about race. Deepens knowledge and abilities in coaching to enhance teacher abilities to identify inequities, bias, stereotyping, and assumptions about cultures and members of cultures resulting in increased teacher capacity and commitment to address issues.</p>
<ul style="list-style-type: none"> • <i>What is my definition of equity in education and my role in it?</i> • <i>How does my background and experience shape my views, interactions, and beliefs? What are my biases?</i> • <i>How do I deepen my comfort and skill level in having equity-based conversations, including conversations about race, with teachers, peers, and the instructional leadership team?</i> • <i>What are the connections between high expectations, rigorous content and curriculum, and equity?</i> • <i>What additional knowledge, skills, and leadership stances do I need to recognize and promote curriculum that is culturally responsive and inclusive?</i> 				

STRUCTURAL



Creates and maintains collaborative, respectful, instructionally focused coaching partnerships with individual and groups of teachers to foster teacher ownership of continuous improvement of practice and to advance the learning of every student.

	Establishing	Applying	Integrating	Innovating
3.1 Cultivates relational trust, caring, mutual respect, and honesty with individual and groups of teachers to build ownership, solve problems, and foster teacher agency, resilience, and commitment to the success of every student.	Builds a positive relationship with teacher and groups of teachers. Listens actively, shows respect for teachers' backgrounds and cultures, maintains appropriate confidentiality, and honors commitments.	Maintains an effective relationship of trust, caring, respect, and honesty with individual and groups of teachers. Adopts a growth mindset about teachers and engages them in taking responsibility for making changes in practice to meet the diverse learning needs of students.	Builds relationship in which individual and groups of teachers feel safe in sharing struggles, in problem-solving challenging classroom issues, and in accepting feedback. Models a growth mindset in ongoing conversations that examine teaching practice and student learning for the purposes of improvement and growth for every student.	Fosters and sustains a trusting, caring relationship based on professional honesty, mutual respect, full commitment to teacher success, and an unwavering belief in their abilities and potential for growth. Facilitates teachers' abilities to analyze complex teaching issues and concerns and take responsible risks to advance practice and maximize learning for every student.
<ul style="list-style-type: none"> • <i>In what ways do I convey empathy, caring, honesty, and respect in my instructional coaching conversations?</i> • <i>How am I modeling a growth mindset in my words and actions with teachers, their students, and myself as a coach?</i> • <i>How do I help teachers value their own background experiences and knowledge and see the connections between what they already know and the problems they are trying to solve?</i> • <i>How do I build on teachers' comments and questions to extend their knowledge and sense of teacher agency and autonomy?</i> • <i>In what ways can I leverage relational trust to support teachers' ability to analyze complex teaching issues and take responsible risks to improve instructional practice to meet the variable learning needs of every student?</i> • <i>To what extent have I established an emotionally and intellectually safe environment with individual and collaborative groups of teachers in which they are willing to engage in productive struggle and responsible risk-taking to address complex issues?</i> 				

	Establishing	Applying	Integrating	Innovating
<p>3.2 Uses coaching language and stances to engage teachers in collaborative, instructionally focused, problem-solving conversations and reflective analysis to promote teacher agency and improved student academic, social, and emotional growth.</p>	<p>Becomes familiar with coaching language and stances. Listens attentively to teachers and attempts to respond appropriately. Attempts to engage teachers in strengths-based collaborative problem-solving and reflection.</p>	<p>Studies and selectively uses coaching language, stances, and applications with teachers in collaborative, instructionally focused conversations. Uses coaching language stems to facilitate teacher problem-solving and reflection. Seeks to increase knowledge of coaching language to better engage teachers who may be resistant.</p>	<p>Identifies strategic coaching language stems when planning for specific coaching conversations. Uses coaching language and stances in ways that promote teacher agency in identification of classroom issues, problem-solving, and reflective analysis to address student academic, social, and emotional needs. Uses coaching language effectively in addressing sensitive issues and when encountering teacher reluctance or resistance.</p>	<p>Uses broad repertoire of coaching language and strategies flexibly and responsively to move between stances in ways that advance teacher agency and willingness to engage in complex problem-solving with an attitude of curiosity and persistence to improve student academic, social, and emotional growth.</p>
<ul style="list-style-type: none"> • <i>How do I differentiate the types of coaching language I use to facilitate strengths-based, reflective conversations?</i> • <i>How can I expand and deepen my use of coaching language stems to facilitate teacher reflection, agency, and willingness to engage in complex problem-solving with curiosity and persistence?</i> • <i>What contextual factors can I consider when employing different coaching stances: instructive, collaborative, and facilitative? To what extent am I moving fluidly between stances to support teacher agency, reflection, and ownership in our instructionally focused conversations?</i> • <i>To what extent do I identify strategic coaching stems when planning for specific coaching conversations?</i> • <i>How can my strategic use of coaching language and stances support teachers to engage in productive struggle in the use of rigorous content standards?</i> 				

	Establishing	Applying	Integrating	Innovating
3.3 Creates strategic coaching outcomes and plans for meetings with teachers to advance teacher practice and the learning of every student.	Assesses needs of individual and groups of teachers informally prior to each meeting. Identifies overall plan for each meeting using awareness of teachers' needs and knowledge of program expectations.	Reflects prior to meeting on teacher data of practice collected with instructionally focused formative assessment tools. Develops coaching outcomes for each meeting using reflections on data and knowledge of the goals, context, development, and social and emotional needs of individual and groups of teachers.	Analyzes formative assessment data of practice and reviews knowledge of teacher and group of teachers and their professional goals and related needs, student learning needs, and upcoming school and program requirements before meeting with teacher. Determines strategic coaching outcomes to advance instructionally focused conversations and comes prepared to use entry points to further short- and long-range outcomes.	Analyzes and reflects continuously on relevant teacher data of practice, patterns or trends in practice, impact on learning of each student, and role coaching has played in improvements in order to develop and refine coaching outcomes. Prioritizes and integrates short- and long-range coaching outcomes when possible to be both responsive to the immediate needs of individual and groups of teachers and prepared to flexibly advance multiple strategic outcomes. Identifies and uses entry points that connect the professional goals and expressed needs of individual and groups of teachers to strategic coaching outcomes.
<ul style="list-style-type: none"> • <i>What do I know about teachers' current context and social and emotional needs?</i> • <i>What aspects of their teaching practice might be most appropriate to address developmentally? By extension, what are my strategic outcomes for individual and groups of teachers in the short and long range?</i> • <i>What instructional focus would be most strategic at this time? What entry points can I listen for?</i> • <i>How can I be responsive to individual and groups of teachers' immediate needs in each coaching conversation and maintain focus on my short- and long-range strategic outcomes for them?</i> 				

	Establishing	Applying	Integrating	Innovating
3.4 Uses coaching and collaboration time effectively to implement instructionally focused tools and protocols that advance instruction and the learning of every student.	Schedules regular meetings with teacher and groups of teachers that follow research-based expectations and program requirements for duration and frequency of coaching meetings. Follows through on time commitments with individual and groups of teachers.	Seeks to balance meeting time to address both immediate needs of teachers and coaching outcomes developed for the meeting to advance instruction and student learning. Reflects on amount and types of interactions with individual and groups of teachers using interaction data and tool use data to guide decisions regarding use of time. Supports individual and groups of teachers to follow through and attend scheduled meetings for times allotted while being reasonably responsive to unexpected changes in teachers' schedules.	Moves reflective conversations forward in a timely and productive manner using instructionally focused tools, data of practice, and knowledge of teacher professional learning to drive and inform ongoing teaching-coaching cycles and improve standards-aligned instruction and learning for every student. Analyzes interaction data to pre-plan use of time with individual and groups of teachers and ensure focus on standards-aligned instruction and student learning.	Uses coaching and collaboration time effectively in meeting the needs of individual and groups of teachers and providing seamless integration of program requirements, use of high-leverage, instructionally focused formative assessment tools, and teacher implementation of professional learning. Employs coaching procedures, routines, and tools to purposefully prepare for and use during meetings to increase quality and efficiency of interactions, improve practice and student learning, and deepen teachers' investment in the professional learning experience of coaching to advance own practice. Engages with coach colleagues in learning community to share innovations and develop collective knowledge of effective preparation processes and creative and flexible uses of time with individual and groups of teachers that achieve coach and program goals for the teachers while being responsive to changing needs.
<ul style="list-style-type: none"> • <i>How do I ensure that I am prioritizing and committing to mutually agreed-upon time to meet with individual and groups of teachers for durations and frequencies that align with research-based expectations and program requirements?</i> • <i>How am I using interaction data to assess the amount and types of interactions I have with individual and groups of teachers and the extent to which those interactions focus on standards-aligned instruction and evidence of student learning?</i> • <i>How do I support individual and groups of teachers to commit to mutually agreed-upon times to meet? How do I engage with the program leader and school leaders to problem-solve if lack of teacher prep time or other systemic issues lead to inadequate time for teacher/coach meetings?</i> • <i>How do I use my coaching time to more effectively blend program requirements, meet the needs of individual and groups of teachers, address issues that surface in data of practice, and forge them into relevant strategies for teacher professional learning?</i> • <i>How do I prioritize coaching time available to effectively balance my strategic coaching outcomes with the immediate needs of individual and groups of teachers and ensure teacher ownership?</i> 				

	Establishing	Applying	Integrating	Innovating
<p>3.5 Facilitates reflective conversations about race, culture, and the diversity of the school and community to improve instruction and ensure that every student has what they need to be successful socially, emotionally, and academically.</p>	<p>Collaborates with teachers to gather information about race, culture, and diversity among students and within the school, families, and community. Upholds for teachers the importance of having high expectations for every student. Listens with respect and responds with non-judgmental honesty in conversations about diversity, equity, race, and culture.</p>	<p>Engages teachers in reflective conversations regarding data of classroom practice and student learning to identify successes and challenges in providing an equitable and inclusive learning environment for every student. Collaborates with teachers to consider the role race, culture, diversity, and perceptions about families and community play in student success socially, emotionally, and academically.</p>	<p>Surfaces issues of equity using targeted data on instruction to engage teachers in reflective conversations focused on how instructional design, race, culture, diversity, and implied or built-in bias are impacting student success. Shares own self-reflections on racial lens, privilege, and recognizing bias and invites teacher to self-reflect.</p>	<p>Facilitates teacher inquiry into local, historical, and systemic bias and assumptions regarding race and culture and the impact they have had on their students. Facilitates examining implications for instruction, the learning environment, and interactions with students and families and supports implementation of improvements to mediate bias and negative impacts on student learning. Builds teacher capacity to take a leadership stance to engage with school leaders regarding issues of personal, professional, and/or institutional bias that impact student learning.</p>
<ul style="list-style-type: none"> • How do I foster equity-focused conversations that are characterized by respectful listening, perspective-taking, and honesty? • How do I help teachers develop a knowledge of historic and current systemic inequities and embrace high expectations for every student? • How do I become more comfortable and prepared to share my own self-reflections regarding my racial lens, bias, and privilege, despite discomfort it may cause? • How am I supporting teachers to develop the knowledge, mindsets, and skills to recognize and take leadership to address bias in their classrooms and in the school environment? • How do I become more comfortable and prepared to initiate tough conversations about equity? 				

	Establishing	Applying	Integrating	Innovating
3.6 Builds teacher capacity to create effective partnerships with families and local communities to improve instruction and learning for students of all backgrounds.	Models for teachers positive and respectful engagement with families and members of local communities as opportunities arise. Supports teachers to be aware of the critical role families play in student achievement and to plan for meetings with families as partners in discussing classroom accomplishments, learning needs, specific incidents, and/or other issues that impact learning. Expands teachers' knowledge of resources offered by local communities and how instruction and student learning are strengthened by making connections to local communities.	Uses knowledge of teachers, students, and families to select and share methods of two-way communication and resources to support teachers in developing strengths-based, collaborative partnerships with families that enhance student learning. Supports teachers to engage in partnerships with school leaders and other school personnel to identify ways for families and students to use available resources within the school and community.	Builds teacher capacity to proactively engage in two-way communication with families at regular intervals in ways that improve equitable learning outcomes for students of all backgrounds. Collaborates with teachers to deepen knowledge of how to adjust interactions with families to take into account cultural norms so that families are more comfortable contributing to productive conversations that improve outcomes for students. Supports teachers to improve skills related to creating collaborative partnerships with relevant school and community leaders to increase student and family access to resources that advance student learning.	Supports teachers to proactively apply leadership skills and a wide variety of strategies to foster productive partnerships with each family to improve instruction and advance the learning of every student. Builds teacher-capacity to engage with key local community members as partners in support of families, advance and advocate for the equitable achievement of their children, and bring local community partners and resources into the classroom in ways that are mutually beneficial. Takes leadership in coach learning community to build coach capacity and commitment to support teachers to foster effective partnerships with families and key members of local communities.
<ul style="list-style-type: none"> • <i>To what extent do teachers understand the role of the family in student achievement? What knowledge and skills do teachers need to cultivate effective, strengths-based partnerships with families and to understand the critical role of the family in student achievement?</i> • <i>How do I ensure that the communication structures, resources, and supports I offer are culturally responsive and will strengthen teachers' partnerships with families and local communities?</i> • <i>How do I guide teachers in communicating with families in ways that are timely, welcoming, and responsive to individual student and family needs and that convey respect and knowledge of cultural norms?</i> • <i>How do I support teachers to become familiar with students' communities and to feel comfortable and capable engaging with community members to inform and strengthen instruction and support for families and students?</i> • <i>How do I improve my knowledge of local communities and resources to support teachers in making connections for families and students to advance student learning?</i> 				

STRUCTURAL



Engages school leaders and instructional leadership team in partnerships to advance teacher effectiveness and the learning of every student.

	Establishing	Applying	Integrating	Innovating
<p>4.1 Initiates collaborative partnerships with school leaders to establish instructional coach roles and responsibilities and identify alignments to school and district instructional priorities.</p>	<p>Arranges for an introductory meeting with school leaders to describe roles and responsibilities of instructional coaching with teachers. Meets in follow-up sessions with school leaders to discuss program, to clarify work, and/or to increase knowledge of essential school-related information, such as evaluation processes. Uses coaching language and stances in meetings with school leaders to foster collaborative, two-way communication and mutual trust and respect.</p>	<p>Initiates periodic check-ins with school leaders to establish partnership in support of school's instructional goals and priorities and examine the extent to which they align with teacher professional learning, the school's evaluation system, and appropriate instructional coaching supports. Shares instructionally and/or content-related program information and instructional materials and resources and identifies supports needed for teachers to have protected time for individual coaching and for collaborative inquiry with colleagues. Consistently uses protocols when meeting with school leaders that identify next steps, future meeting times, and individual responsibilities. Uses coaching language to respectfully respond to questions posed by school leaders regarding an individual teacher's or group of teachers' practice without divulging details or attitudes that might compromise teacher trust.</p>	<p>Meets, communicates, and collaborates regularly with school leaders to advance common goals and instructional priorities, share and receive timely information, raise instructional issues on behalf of teacher and students, and engage in collaborative problem-solving. Periodically engages with school leaders in opportunities to assess the school's instructional landscape, such as participating in learning walks. Gets advance permission from teacher and plans for opportunities to share instructional data of practice with school leaders in ways that uphold confidentiality and amplify supports provided to teacher. Engages with school leaders in ways that honor confidentiality to use the connections between instructional coaching supports and areas identified through evaluation to enhance teacher growth.</p>	<p>Collaborates in partnership with school leaders to maximize aligned efforts to support and improve teacher instructional practice and student learning and foster teacher leadership school-wide. Collaborates with school leaders to consider how instructional coaching tools and processes can be aligned with teacher evaluation while consistently maintaining formative, non-evaluative, and confidential relationship with teacher. Leverages role as instructional leader to advocate for improved working conditions and addressing systemic barriers to improved instruction, such as inequitable number of preps, prep time, resources, and/or class scheduling that hinders collaboration and professional learning.</p>
<ul style="list-style-type: none"> • How do I draw on coaching language and stances in my meetings with school leaders in order to build collaboration and trust and foster collaborative, two-way communication that advances support of the individual and groups of teachers I support? • What instructional coaching conversation protocols do I use to guide collaborative conversations with school leaders that result in clearly identified next steps, that specify who will do what by when, and that confirm next meeting times? • How do I elicit in-depth responses from school leaders regarding their vision and instructional goals and priorities for the school? • How do I reinforce the role of relational trust and guidelines for confidentiality between instructional coach and teacher and articulate the impact they have on improved teacher practice? • How do I share information about an individual teacher's practice in ways that do not compromise trust? How do I decide what needs to be shared specifically and what could be generalized? • How do I articulate the alignments between the school's instructional goals and priorities and my own instructional coaching goals to advance standards-aligned instruction and equitable outcomes for every student? • What supports do I need from the program leader and instructional coach community of practice to have discussions with school leaders about opportunities to align instructional supports with teacher evaluation? • How do I capitalize on entry points in discussions with school leaders to address barriers and promote optimal working conditions and protected time for teachers' professional learning? 				

	Establishing	Applying	Integrating	Innovating
<p>4.2 Deepens school leaders' and instructional leadership team's knowledge of the standards-aligned, formative assessment teaching-coaching cycle and its impact on instruction and equitable outcomes for every student.</p>	<p>Provides school leaders with information on formative assessment tools and the teaching-coaching cycle when explaining the content-driven instructional focus of coaching work. Collaboratively explores with school leaders opportunities for sharing information with instructional leadership team and school-based professional learning communities.</p>	<p>Shares with school leaders and instructional leadership team how standards-aligned formative assessment tools and processes, coaching language, and coaching stances all work together to support the teaching-coaching cycle and provide data to assess instruction, leading to more equitable outcomes for students. Continually uses entry points with instructional leadership team to engage in shared inquiry into all aspects of the teaching-coaching cycle and makes connections to the school's instructional landscape.</p>	<p>Frames instructional successes and areas for growth in terms of the teaching-coaching cycle, seeking to improve school leaders' and instructional leadership team's knowledge of the impact that standards-aligned formative teaching-coaching cycles have on advancing equitable instruction for every student. Uses selected artifacts, anecdotes, and student learning data to support school leaders and instructional leadership team in making connections between implementing teaching-coaching cycles and advancing school-based instructional goals.</p>	<p>Deepens and expands school leaders' and instructional leadership team's capacity to advocate for and use standards-aligned formative assessment tools and processes and the teaching-coaching cycle in multiple instructional settings and across levels of experience for teachers. Plans for and capitalizes on entry points to advocate for the key ways that standards-aligned formative teaching-coaching cycles advance school improvement goals and priorities and foster teacher leadership. Seeks opportunities to raise awareness about school-wide patterns of instructional inequities that may have surfaced through the teaching-coaching cycle.</p>
<ul style="list-style-type: none"> • <i>How do I deepen and expand awareness and knowledge of the instructionally focused teaching-coaching cycle and formative assessment tools and processes I use with members of the instructional leadership team and the school leader? What entry points, such as learning walks, can I leverage to collaboratively explore their relevance to school-based instructional goals?</i> • <i>How do I use formative assessment artifacts, anecdotes, and student learning data to illuminate the potential impact that the teaching-coaching cycle can have on teacher effectiveness and improved outcomes for every student?</i> • <i>How do I use data from the instructional coaching program appropriately to demonstrate the ways in which instructionally focused teaching-coaching cycles contribute to students' continuous academic, social, and emotional growth?</i> • <i>What is my comfort level in raising awareness about school-wide patterns of instructional inequities that may have surfaced in the course of the teaching-coaching cycle?</i> 				

	Establishing	Applying	Integrating	Innovating
<p>4.3 Strengthens collaborative partnerships with instructional leadership team to better meet the developmental needs of all teachers, ensure coaching aligns with school instructional priorities, and foster a learning environment in which every student can be successful.</p>	<p>Introduces self to individual members of instructional leadership team and explains instructional coach role. Invites each to consider instructional coaches as partners in advancing school instructional priorities. Seeks clarity and support from school leaders to participate as a member of the instructional leadership team.</p>	<p>Engages instructional leadership team in opportunities for shared inquiry into the school's instructional landscape, such as participating in learning walks. Collaborates with individual members of instructional leadership team to identify and secure specific resources and targeted support strategies and/or expertise to meet the variable learning needs of students in teachers' classrooms. Facilitates collaborative processes with instructional leadership team and/or teachers to calibrate and analyze student and teacher data and identify insights and implications for strategic next steps.</p>	<p>Initiates collaboration with instructional leadership team to identify alignment and integration of instructional coaching processes and content-focused goals to help drive improvements in school instructional priorities and activities of the instructional leadership team. Plans for and capitalizes on entry points to collaboratively calibrate and analyze student learning data and work samples with instructional leadership team. Shares exemplar artifacts used in the teaching-coaching cycle to foster dialogue about how analyzing evidence of student learning can improve instruction and student learning. Engages instructional leadership team in prioritizing teachers' areas for growth and instructional coaching needs and continually adjusts coaching supports for individual and groups of teachers accordingly.</p>	<p>Establishes self as key leader on the instructional leadership team and fosters ongoing partnerships with individuals and the team to leverage alignments and integrate relevant coaching activities into school's strategic plan for improving instruction and the learning of every student. Recognizes potentially sensitive school-wide issues related to learning environments and uses entry points to influence productive problem-solving to address them and advance equitable learning for every student.</p>
<ul style="list-style-type: none"> How do I engage the instructional leadership team to collaboratively share resources, strategies, and expertise that will advance teacher practice and support the variable learning needs of every student? How can I collaborate with the instructional leadership team to calibrate teacher and student observation data to ensure alignment and foster shared understanding and aligned approaches to teacher development? How can I guide individuals and groups of teachers to select appropriate data and artifacts of their practice to share with instructional leaders? How do I collaborate with the instructional leadership team to deepen their understanding of the effectiveness of analyzing student learning within the teaching-coaching cycle? How can I help them see the value and relevance of the analyzing student learning process for site-based professional learning communities and grade-level teams striving to address school-wide instructional goals and improve learning outcomes for every student? 				

INSTRUCTIONAL



Engages teachers in instructionally focused inquiry cycles to accelerate teaching practice and equitable outcomes for every student.

	Establishing	Applying	Integrating	Innovating
5.1 Advances standards-aligned instruction and student learning of rigorous content by engaging teachers in ongoing teaching-coaching cycles to advance equitable learning for every student.	Engages individual and groups of teachers in using formative assessment tools and processes to focus conversations on planning and delivering standards-aligned instruction, knowing students, and analyzing student learning to improve instruction and student access to rigorous content. Advises teachers on needed content knowledge for lessons and/or seeks content-related resources for support.	Collaborates with individual and groups of teachers in the teaching-coaching cycle using formative assessment tools and processes in timely ways that are responsive to teachers' contexts and identified school priorities. Supports teachers to analyze lessons and tasks for alignment with standards and make adjustments as needed to ensure alignment. Recognizes teachers' gaps in content knowledge when they surface in the teaching-coaching cycle and finds entry points to support growth.	Initiates collaborative inquiry into student learning of rigorous, standards-aligned content using the teaching-coaching cycle with individual and groups of teachers and uses entry points to build teacher leadership throughout the process. Strengthens teacher capacity to determine alignment of lessons, tasks, and curriculum and to design adjustments as needed. Facilitates individual and groups of teachers in ongoing examination of formative assessment data to address instructional issues that impact student learning of rigorous content. Guides teachers to continually self-assess own needs to deepen content knowledge and engage in professional learning and/or secure resources to meet needs.	Facilitates teacher agency and leadership in ongoing teaching-coaching cycles to advance standards-aligned instruction that supports equitable learning of rigorous content for every student. Encourages and models ways for teachers to assume leadership within teams and school-wide to continually collect and use instructional data in innovative ways, to deepen knowledge of the varying impacts of instruction on individual students or groups, and persevere in adjusting instruction to ensure improved learning outcomes for every student. Encourages teacher leadership to advocate for the ways in which teaching-coaching inquiry cycles impact equitable instructional practices that support the learning of every student.
<ul style="list-style-type: none"> How do I engage individual and groups of teachers in delivering and reflecting upon rigorous, standards-aligned lessons through ongoing teaching-coaching cycles of inquiry in ways that are timely and responsive to teachers' varied developmental needs? How do I use formative assessment tools and processes at each stage of the teaching-coaching cycle to surface issues that impact student learning of rigorous, standards-aligned content and engage teachers in making instructional modifications to address them? What entry points can I seize upon with individual and groups of teachers to introduce specific formative assessment tools and processes at each stage in the teaching-coaching cycle and to surface gaps and potential areas for growth in teachers' knowledge of rigorous content within the standards? How can I use the teaching-coaching cycle to initiate collaborative inquiry, deeper learning, and improved instruction among groups of teachers? How do I secure resources that deepen teachers' knowledge of rigorous content standards? Which formative assessment tools and processes can teachers and I use to analyze the extent to which lessons, tasks, and curriculum are aligned to rigorous, grade-level content standards? If there is not alignment, how can I use the teaching-coaching cycle with individual and groups of teachers to deepen teacher capacity to determine what adjustments need to be made to the lesson, task, or curriculum to ensure alignment to the standards? How can my facilitation and modeling of teaching-coaching cycles inspire collective ownership, teacher leadership, and a shared commitment to provide every student with equitable access to rigorous, standards-aligned content? 				

	Establishing	Applying	Integrating	Innovating
<p>5.2 Strengthens teacher capacity to use appropriate assessments of student academic, social, and emotional skills to advance the learning of every student.</p>	<p>Engages individuals and groups of teachers to deepen knowledge of the important role that academic, social, and emotional assessments play in advancing equitable learning. Collaborates with individual and groups of teachers to assess and draw conclusions about students' academic, social, and emotional strengths and needs.</p>	<p>Collaborates with individuals and groups of teachers to select, create, and use a variety of assessment strategies to inform instruction based on knowing students' academic, social, and emotional strengths and needs and individual learning preferences. Facilitates the calibration and interpretation of student assessment data to identify learning needs, gaps, and trends to inform and guide instructional next steps.</p>	<p>Strengthens the capacity of individual and groups of teachers to use multiple methods to aggregate, disaggregate, triangulate, and communicate a broad range of student assessment data. Facilitates individual and groups of teachers to calibrate formative teacher and student data to ensure consistency, accuracy, and reliability of assessments. Facilitates collaboration and reflection among individual and groups of teachers on how design and interpretation of assessments may be influenced by cultural perspectives and learner variability and how assessments can expand or limit student opportunity to demonstrate knowledge, strengths, and needs. Collaborates with teachers to select, design, and/or adjust student assessments to diminish bias and support every learner to demonstrate the range of their knowledge, strengths, and needs on multiple levels.</p>	<p>Facilitates the systematic school-wide calibration, analysis and interpretation of a wide range of student assessments to inform improvements in students academic, social, and emotional success. Strengthens capacity of emerging teacher leaders to facilitate groups of colleagues in sharing assessments of student social and emotional skills to broaden professional knowledge of their impact on academic achievement and influence improvements for students school-wide.</p>
<ul style="list-style-type: none"> • <i>How do I support teachers to identify their students' individual learning preferences, strengths, and areas for growth academically, socially, and emotionally?</i> • <i>How do I strengthen teacher capacity to create or select assessments and sources of information about individual students and skillfully use them to support students' individual learning preferences, social and emotional skills, and academic performance?</i> • <i>How do I engage individuals or groups of teachers in designing student assessments that have a range of appropriate options for students to demonstrate their learning and provide a complete and accurate picture of their skills and needs?</i> • <i>How do I engage individuals or groups of teachers in analyzing student assessments for bias and revise them to reflect equity principles? How do I facilitate professional teacher conversations with school leaders to address bias apparent in required assessments?</i> • <i>How do I strengthen teacher capacity to calibrate a variety of formative data to ensure consistency, accuracy, and reliability of assessments?</i> 				

	Establishing	Applying	Integrating	Innovating
<p>5.3 Builds teacher capacity to analyze student assessments to guide the planning and delivery of standards-aligned instruction that meets the variable learning needs of every student.</p>	<p>Engages individual and groups of teachers in analyzing student assessments to identify varying needs of individuals and groups of students. Supports teachers in planning and delivering standards-aligned lessons in response to assessed student needs and incorporating modifications and accommodations identified in Individualized Education Programs, 504 plans, or other designated services.</p>	<p>Facilitates individual and groups of teachers to use student assessments to analyze the variable learning needs and strengths of students and use results to plan and deliver standards-aligned, differentiated lessons that address students' identified needs and strengths. Collaborates with teachers to seek assistance from support personnel or other resources as needed to advance the learning of individual or groups of students.</p>	<p>Builds capacity of individual and groups of teachers to analyze evidence of student learning and to design differentiated lessons that include strategic scaffolds that meet the evolving learning needs of students and appropriately challenge them to improve. Creates opportunities for teachers to develop and share lesson plans that allow for adjustments during delivery of instruction to ensure that every student is able to meet the demands of learning rigorous content throughout the lesson. Creates opportunities for teacher leader roles and encourages them to facilitate collaborations with colleagues to analyze student assessments and design effective, standards-aligned lessons that meet the variable learning needs of every student.</p>	<p>Fosters a culture of teacher leadership in the ongoing, systematic analysis and interpretation of student assessments school-wide. Facilitates teacher agency in using results of student assessments to plan and deliver innovative, differentiated instruction that offers multiple pathways to learning, is responsive to the evolving learning needs of every student, and allows for flexible use of challenges and scaffolds to ensure every student maintains engagement in and has equitable access to learning rigorous, standards-aligned content.</p>
<ul style="list-style-type: none"> How do I build teacher capacity to analyze and use evidence of student learning to strategically plan and adjust instruction that is aligned with rigorous content standards and that provides appropriate challenge and scaffolds to meet the needs of each learner? How do I use formative assessment tools and processes for observation and analysis of student learning to engage individual and groups of teachers in surfacing students' variable learning needs and in strategically planning ways to support every learner to meet the demands of rigorous content standards? How do I hold myself and the teachers I coach accountable for providing every student with equitable access to rigorous, standards-aligned content and improving each student's learning outcomes? How do I model a growth mindset in which learner variability is understood, expected, and welcomed when analyzing student assessments and planning and delivering standards-aligned instruction to meet the needs of every student? What support personnel or additional expertise can I seek out to ensure that the variable learning needs of every student are being addressed? 				

	Establishing	Applying	Integrating	Innovating
<p>5.4 Deepens teacher capacity for continuous improvement through professional goal-setting based on assessments of practice and student learning, school and district instructional priorities, and professional teaching standards.</p>	<p>Uses formative assessment tools and processes and/or school and district processes with individuals and groups of teachers to identify short-term goals and plans to improve teacher practice and the learning of every student. Guides teachers toward goals that align with school and district instructional priorities and teacher evaluation focus. Models a growth mindset for teachers to employ when reflecting on evidence of practice and student learning.</p>	<p>Guides collaboration with individuals and groups of teachers to self-assess and co-assess practice and set short-term goals and action plans using evidence from formative assessment data and students' academic, social, and emotional assessments. Guides teachers to reference rigorous content standards and professional teaching standards in the goal-setting process. Capitalizes on entry points to ensure teachers recognize own strengths in improving students' learning and social and emotional skills. Collaborates with program leader, instructional leadership team, and district leaders to support the school leader's evaluation focus.</p>	<p>Deepens capacity of individuals and collaborative groups to integrate data from inquiry cycles with self- and co-assessments to design short- and long-range professional goals. Fosters teacher leadership in sharing professional growth action plans within communities of practice. Supports and scaffolds teacher leader roles and opportunities for collaboratively analyzing, modifying, and prioritizing short- and long-term goals that better align with student learning needs, rigorous standards-aligned content, school and district instructional priorities, the school leader's evaluation focus, and professional teaching standards.</p>	<p>Fosters individual and group leadership in the ongoing development, review, and revision of goals in ways that inspire collective will and commitment to providing equitable learning opportunities for every student. Inspires teachers to take leadership to proactively share their evidence of success with colleagues to demonstrate impact on instructional priorities and to foster professional learning and advance equitable instruction school-wide.</p>
<ul style="list-style-type: none"> • <i>How can I collaborate with teachers individually and in groups to create relevant and meaningful professional goals that are aligned with school instructional goals and priorities, grounded in their knowledge of rigorous, grade-appropriate content standards and professional teaching standards, and informed by a wide variety of data on instruction and student learning?</i> • <i>How do I facilitate the teacher self-assessment and professional goal-setting process using results of academic, social, and emotional assessments? How do I capitalize on entry points to foster teacher inquiry into strategies for becoming more skillful in meeting the academic, social, and emotional needs of every student?</i> • <i>What do I need to do to be fully prepared to engage with individuals and groups of teachers to co-assess their content knowledge and support related goal-setting?</i> • <i>How do I foster a sense of teacher agency and a growth mindset throughout the professional goal-setting process?</i> 				

INSTRUCTIONAL



Builds teacher capacity to advance equitable and inclusive learning by providing an optimal learning environment that meets the diverse academic, social, and emotional needs of every student.

	Establishing	Applying	Integrating	Innovating
<p>6.1 Engages individual and groups of teachers in developing and applying research-based knowledge, skills, and strategies to create emotionally, intellectually, and physically safe optimal learning environments for every student.</p>	<p>Ensures that teachers know school and district safety policies and procedures. Engages teachers in dialogue about the foundational role that relationships play in creating a safe and effective learning environment. Models and reinforces expectations that relationships with and among students are characterized by caring, kindness, and respect.</p>	<p>Engages individual and groups of teachers in applying research-based procedures, routines, and classroom designs that promote socially, emotionally, intellectually, and physically safe learning environments and foster students' intellectual risk-taking and persistence with challenging tasks. Collaborates with teachers to analyze observation data and/or other appropriate formative assessment data to identify strengths and areas for improvement in the learning environment with regard to emotional, intellectual, and physical safety. Builds capacity of individuals and groups of teachers to analyze lessons for potential emotional, intellectual, and physical safety issues and modify as needed.</p>	<p>Builds capacity of individual and groups of teachers to expand knowledge of and skill in implementing research-based strategies for designing and managing a learning environment in which students demonstrate interest in and respect for varying viewpoints, are able to express emotions in healthy ways, take risks intellectually and emotionally, and grow in their resilience and capacity to struggle with rigorous content and challenging tasks. Builds capacity of teacher leaders to facilitate collaborative inquiry into the quality of the learning environment as a fundamental part of teaching-coaching cycles.</p>	<p>Facilitates teacher agency with in the ongoing cycle of inquiry to improve the quality of the learning environment to promote emotional, intellectual, and physical safety for every student. Engages individual and groups of teachers in exploration of situational and systemic issues that impact students' emotional, intellectual, and physical safety and the knowledge, skills, and leadership needed to address such issues. Builds teacher capacity to advocate for students' emotional, intellectual, and physical safety within and beyond the school community.</p>
<ul style="list-style-type: none"> How do I foster a shared knowledge of the connections between social and emotional growth and academic achievement? How do I ensure that when I am coaching individuals and groups of teachers, we collaboratively and deliberately focus on individual student strengths to support academic, social, and emotional growth? How do I continually model a growth mindset and dialogue with teachers about its role in fostering socially and emotionally safe learning environments? How do I foster cycles of inquiry into classroom conditions that are conducive to learning and that support positive, caring relationships, risk-taking, and healthy expression of emotions? What research-based resources, knowledge, and skills can I draw on to support teacher success in implementing innovative strategies that improve the learning environment? What formative assessment tools and processes can I use with teachers to observe for and provide feedback on conditions of social and emotional safety in their classroom? 				

	Establishing	Applying	Integrating	Innovating
<p>6.2 Builds teacher capacity to advance equitable and inclusive instruction for every student based on principles of equity and the use of culturally responsive pedagogy.</p>	<p>Collaborates with teachers in using formative assessment tools and processes to identify sociocultural and linguistic issues impacting students and how they influence access to rigorous, grade-level content and explore possible contributing factors. Supports individual and groups of teachers to provide each student with equitable access to content, including students with special needs. Deepens and expands understanding of equity principles and culturally responsive pedagogy.</p>	<p>Engages individual and groups of teachers throughout the teaching-coaching cycle to regularly examine issues of diversity, equity, and inclusion in relationship to students' abilities and access to grade-level content. Engages teachers in considering sociocultural and linguistic factors when analyzing evidence of student learning to gain broader knowledge of student strengths and needs and guide instructional planning that improves equitable access to learning for every student. Supports teachers to plan lessons that apply the use of equitable practices and culturally responsive instructional strategies to meet identified sociocultural and linguistic needs and provide appropriate and responsive scaffolds for every student to have access to rigorous, grade-appropriate content.</p>	<p>Capitalizes on entry points to engage individual and groups of teachers in authentic, equity-focused conversations, including those focused on potential bias in the curriculum. Guides teachers to recognize historic inequities and a range of other factors that contribute to the diverse experiences of their students and the impact these factors have on equity and inclusion in their classroom learning environments. Collaborates with teachers to identify and routinely implement culturally responsive instructional strategies, equitable practices, and appropriate scaffolds to meet identified needs and advance equitable learning for every student. Engages individuals and groups of teachers on issues of race, language, culture, socio-economics, gender, sexual orientation, disability, and giftedness when planning instruction and to maintain inclusive learning environments.</p>	<p>Builds teacher capacity to apply an equity lens to the teaching-coaching cycle and to initiate their own inquiries to identify systemic patterns of inequities, bias, and stereotyping, including assumptions about culture, members of cultures, and race as they impact student learning. Fosters teacher agency, capacity, and commitment to address issues of equity and integrate an equity and inclusion perspective into all instruction. Supports and encourages teachers to take leadership in raising issues of diversity, equity, and inclusion within the school community.</p>
<ul style="list-style-type: none"> • How do I convey my professional commitment to diversity, equity, and inclusion in words and actions? • How do I apply an equity lens throughout my instructional coaching conversations with individual teachers? How am developing their cultural competence and their capacities to effectively use culturally responsive pedagogy? • What tools and resources can we use to assess the needs of second language learners and build teacher capacity to ensure that curriculum and instruction are scaffolded, accessible, and responsive to every student's language learning needs? • If equitable access to curriculum is not observed in a classroom, how do I use formative assessment tools and processes to surface issues? When issues surface, how do I engage teachers in ways that help them feel safe to reflect and problem-solve collaboratively? • How can conversations about diversity, equity, and inclusion fortify teachers' professional commitment to providing rigorous, standards-aligned, scaffolded instruction that supports the variable needs of every student? • When and how do I facilitate reflective conversations with teachers that illuminate their expanding roles as teacher leaders and help them recognize the opportunities they have to advocate for equitable and inclusive optimal learning environments for every student? 				

	Establishing	Applying	Integrating	Innovating
<p>6.3 Expands teacher capacity to advocate for, establish, and maintain equitable and inclusive classroom environments that foster self-regulation and learner agency.</p>	<p>Supports individual and groups of teachers to recognize the impact that learner self-perceptions of belonging and capability have on motivation for self-regulation and agency. Collaborates with teachers to assess students' perceptions of belonging, feeling capable, and other data and co-design routines and procedures that foster learning environments that are characterized by persistence, practice, and sustained engagement.</p>	<p>Seeks entry points with school leaders and instructional leadership team to discuss issues of diversity, equity, and inclusion in classrooms throughout the district. Expands capacity of individual and groups of teachers to use formative assessments to analyze data of practice and identify successes and challenges related to a diverse, equitable, and inclusive learning environment and create strategic next steps. Supports teachers to guide students to set learning goals and monitor their own progress in using appropriate assessment data.</p>	<p>Engages school leaders and instructional leadership team in examining patterns of diversity, equity, and inclusion in classrooms school-wide. Integrates an equity and inclusion perspective into all coaching activities with individual and groups of teachers. Uses targeted formative assessment tools and processes to elevate teacher understanding of the range of factors that contribute to the diversity of their students and the impact that these factors have on equity, inclusion, and the learning of every student. Expands teacher capacity to engage students in routinely analyzing data about their academic, social, and emotional strengths and needs, setting goals, and monitoring progress.</p>	<p>Facilitates personal inquiries into diversity, equity, and inclusion among individuals and groups of teachers and encourages teacher leadership in raising issues within and across the school community. Collaborates with teachers to facilitate student leadership in maintaining a classroom culture that values the importance of each member in the learning community as co-learners and contributors with the shared responsibility of advancing the learning of every student. Expands capacity of individuals and groups of teachers to design instruction that advances student agency through self-selecting study topics and options for presenting learning within the classroom and beyond.</p>
<ul style="list-style-type: none"> • <i>What formative assessment observation tools and inquiry processes do I use with teachers to collect data to assess ways in which the classroom environment is equitable and inclusive?</i> • <i>What research-based resources, knowledge, and skills can I draw on to engage teachers in creating innovations that support equitable and inclusive classroom environments?</i> • <i>How do I facilitate coaching conversations that address students' perceptions of belonging in the classroom and the impact they have on learning and learner agency?</i> • <i>What entry points can I capitalize on to support teachers to continually innovate on routines and procedures that foster student self-regulation and learner agency?</i> • <i>How do I encourage teachers to share inspiring stories about equity and inclusion in their own classrooms and build their capacity to advocate for effective, research-based inclusion strategies school-wide?</i> 				

	Establishing	Applying	Integrating	Innovating
<p>6.4 Strengthens teacher capacity to equitably meet the diverse learning needs of every student through the instructional use of technology.</p>	<p>Collaborates with teachers to identify and problem-solve issues regarding students' equitable access to technology in the classroom. Collaborates with school leaders, instructional leadership team, and technology support staff to address immediate needs and to ensure that teachers have reliable and equitable access to classroom and school-wide technology.</p>	<p>Collaborates with individual and groups of teachers to increase regular use of technology in instruction to improve meeting diverse learning needs of students. Engages teachers in identifying student access to technology outside of school before designing class projects or research that require outside access. Provides resources and supports collaborations with technology support staff and/or instructional leadership team to enhance use of technology to support the learning of every student.</p>	<p>Guides individuals and groups of teachers in the strategic use of technology to scaffold instruction to meet identified needs of individual students and provide varied pathways to learning for students. Encourages individual and groups of teachers to create and share innovative uses of classroom and school technology to mediate inequitable access outside of school and/or modify assignments. Engages teachers in fostering student agency in the use of technology to advance students' own learning.</p>	<p>Collaborates with teachers, school leaders, and instructional leadership team to implement innovative, research-based, instructional uses of technology to equitably meet the diverse learning needs of every student school-wide. Strengthens teacher leadership and capacity to advocate for uses of classroom and school-wide technology that equitably enhance and advance the learning of every student.</p>
<ul style="list-style-type: none"> • <i>To what extent do teachers and their students have equitable access to technology in the classroom? If there are inequities, in what ways can I advocate for access?</i> • <i>How do I capitalize on entry points to explore technology-based strategies for scaffolding instruction and/or providing varied learning pathways to meet the needs of every student?</i> • <i>How do I engage teachers in assessing student access to and use of technology outside of classroom/school for research and projects related to classroom assignments? How do I support teachers to leverage use of technology in class/school to mediate students' varying levels of access to and use of technology outside of school and advance equitable learning for every student?</i> • <i>How do I build teacher capacity to advocate for systematic and intentional uses of classroom and school-wide technology that enhance and advance equitable learning for every student?</i> 				



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Appendix E – FMLA/CFRA

E-1 – District Administrative Regulation 4161.8

Appendix E – FMLA/CFRA

E-2: Military Exigency Leave – 29 CFR 825.126

§ 825.126 Leave because of a qualifying exigency.

Effective: March 8, 2013

Currentness

(a) Eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, son, daughter, or parent (the military member or member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

(1) Covered active duty or call to covered active duty status in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. The active duty orders of a member of the Regular components of the Armed Forces will generally specify if the member is deployed to a foreign country.

(2) Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code, which authorizes ordering to active duty retired members of the Regular Armed Forces and members of the retired Reserve who retired after completing at least 20 years of active service; Section 12301(a) of Title 10 of the United States Code, which authorizes ordering all reserve component members to active duty in the case of war or national emergency; Section 12302 of Title 10 of the United States Code, which authorizes ordering any unit or unassigned member of the Ready Reserve to active duty; Section 12304 of Title 10 of the United States Code, which authorizes ordering any unit or unassigned member of the Selected Reserve and certain members of the Individual Ready Reserve to active duty; Section 12305 of Title 10 of the United States Code, which authorizes the suspension of promotion, retirement or separation rules for certain Reserve components; Section 12406 of Title 10 of the United States Code, which authorizes calling the National Guard into Federal service in certain circumstances; chapter 15 of Title 10 of the United States Code, which authorizes calling the National Guard and state military into Federal service in the case of insurrections and national emergencies; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. See 10 U.S.C. 101(a)(13)(B).

(i) For purposes of covered active duty or call to covered active duty status, the Reserve components of the Armed Forces include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation pursuant to one of the provisions of law identified in paragraph (a)(2).

(ii) The active duty orders of a member of the Reserve components will generally specify if the military member is serving in support of a contingency operation by citation to the relevant section of Title 10 of the United States Code and/or by reference to the specific name of the contingency operation and will specify that the deployment is to a foreign country.

(3) Deployment of the member with the Armed Forces to a foreign country means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the

United States, including international waters.

(4) A call to covered active duty for purposes of leave taken because of a qualifying exigency refers to a Federal call to active duty. State calls to active duty are not covered unless under order of the President of the United States pursuant to one of the provisions of law identified in paragraph (a)(2) of this section.

(5) Son or daughter on covered active duty or call to covered active duty status means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age.

(b) An eligible employee may take FMLA leave for one or more of the following qualifying exigencies:

(1) Short-notice deployment.

(i) To address any issue that arises from the fact that the military member is notified of an impending call or order to covered active duty seven or less calendar days prior to the date of deployment;

(ii) Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the military member is notified of an impending call or order to covered active duty;

(2) Military events and related activities.

(i) To attend any official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered active duty status of the military member; and

(ii) To attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active duty status of the military member;

(3) Childcare and school activities. For the purposes of leave for childcare and school activities listed in (i) through (iv) of this paragraph, a child of the military member must be the military member's biological, adopted, or foster child, stepchild, legal ward, or child for whom the military member stands in loco parentis, who is either under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence. As with all instances of qualifying exigency leave, the military member must be the spouse, son, daughter, or parent of the employee requesting qualifying exigency leave.

(i) To arrange for alternative childcare for a child of the military member when the covered active duty or call to covered active duty status of the military member necessitates a change in the existing childcare arrangement;

(ii) To provide childcare for a child of the military member on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the need to provide such care arises from the covered active duty or call to covered active duty status of the military member;

(iii) To enroll in or transfer to a new school or day care facility a child of the military member when enrollment or transfer is necessitated by the covered active duty or call to covered active duty status of the military member; and

(iv) To attend meetings with staff at a school or a daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a child of the military member, when such meetings are necessary due to

circumstances arising from the covered active duty or call to covered active duty status of the military member;

(4) Financial and legal arrangements.

(i) To make or update financial or legal arrangements to address the military member's absence while on covered active duty or call to covered active duty status, such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust; and

(ii) To act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for a period of 90 days following the termination of the military member's covered active duty status;

(5) Counseling. To attend counseling provided by someone other than a health care provider, for oneself, for the military member, or for the biological, adopted, or foster child, a stepchild, or a legal ward of the military member, or a child for whom the military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence, provided that the need for counseling arises from the covered active duty or call to covered active duty status of the military member;

(6) Rest and Recuperation.

(i) To spend time with the military member who is on short-term, temporary, Rest and Recuperation leave during the period of deployment;

(ii) Leave taken for this purpose can be used for a period of 15 calendar days beginning on the date the military member commences each instance of Rest and Recuperation leave;

(7) Post-deployment activities.

(i) To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the military member's covered active duty status; and

(ii) To address issues that arise from the death of the military member while on covered active duty status, such as meeting and recovering the body of the military member, making funeral arrangements, and attending funeral services;

(8) Parental care. For purposes of leave for parental care listed in (i) through (iv) of this paragraph, the parent of the military member must be incapable of self-care and must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age. A parent who is incapable of self-care means that the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living. Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc. As with all instances of qualifying exigency leave, the military member must be the spouse, son, daughter, or parent of the employee requesting qualifying exigency leave.

- (i) To arrange for alternative care for a parent of the military member when the parent is incapable of self-care and the covered active duty or call to covered active duty status of the military member necessitates a change in the existing care arrangement for the parent;
 - (ii) To provide care for a parent of the military member on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the parent is incapable of self-care and the need to provide such care arises from the covered active duty or call to covered active duty status of the military member;
 - (iii) To admit to or transfer to a care facility a parent of the military member when admittance or transfer is necessitated by the covered active duty or call to covered active duty status of the military member; and
 - (iv) To attend meetings with staff at a care facility, such as meetings with hospice or social service providers for a parent of the military member, when such meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty status of the military member but not for routine or regular meetings;
- (9) Additional activities. To address other events which arise out of the military member's covered active duty or call to covered active duty status provided that the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

Appendix E – FMLA/CFRA

E-3: Military Caregiver Leave – 29 CFR 825.122, 825.124, 825.127

§ 825.122 Definitions of covered servicemember, spouse, parent, son or daughter, next of kin of a covered servicemember, adoption, foster care, son or daughter on covered active duty or call to covered active duty status, son or daughter of a covered servicemember, and parent of a covered servicemember.

Effective: March 27, 2015

Currentness

(a) Covered servicemember means:

(1) A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(2) A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. See § 825.127(b)(2).

(b) Spouse, as defined in the statute, means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either:

(1) Was entered into in a State that recognizes such marriages; or

(2) If entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

(c) Parent. Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter as defined in paragraph (d) of this section. This term does not include parents “in law.”

(d) Son or daughter. For purposes of FMLA leave taken for birth or adoption, or to care for a family member with a serious health condition, son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

(1) Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living (ADLs) or instrumental activities of daily living (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing and eating. Instrumental

activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

(2) Physical or mental disability means a physical or mental impairment that substantially limits one or more of the major life activities of an individual. Regulations at 29 CFR 1630.2(h), (i), and (j), issued by the Equal Employment Opportunity Commission under the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., define these terms.

(3) Persons who are “in loco parentis” include those with day-to-day responsibilities to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

(e) Next of kin of a covered servicemember means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin. See § 825.127(d)(3).

(f) Adoption means legally and permanently assuming the responsibility of raising a child as one’s own. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for FMLA leave. See § 825.121 for rules governing leave for adoption.

29 C.F.R. § 825.124

§ 825.124 Needed to care for a family member or covered servicemember.

Effective: March 8, 2013

Currentness

(a) The medical certification provision that an employee is needed to care for a family member or covered servicemember encompasses both physical and psychological care. It includes situations where, for example, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself or herself to the doctor. The term also includes providing psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.

(b) The term also includes situations where the employee may be needed to substitute for others who normally care for the family member or covered servicemember, or to make arrangements for changes in care, such as transfer to a nursing home. The employee need not be the only individual or family member available to care for the family member or covered servicemember.

(c) An employee’s intermittent leave or a reduced leave schedule necessary to care for a family member or covered servicemember includes not only a situation where the condition of the family member or covered servicemember itself is intermittent, but also where the employee is only needed intermittently—such as where other care is normally available, or care responsibilities are shared

with another member of the family or a third party. See §§ 825.202–825.205 for rules governing the use of intermittent or reduced schedule leave.

**§ 825.127 Leave to care for a covered servicemember with a serious injury or illness
(military caregiver leave).**

Effective: March 27, 2015

Currentness

(a) Eligible employees are entitled to FMLA leave to care for a covered servicemember with a serious illness or injury.

(b) Covered servicemember means:

(1) A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness. Outpatient status means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

(2) A covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. An eligible employee must commence leave to care for a covered veteran within five years of the veteran's active duty service, but the single 12-month period described in paragraph (e)(1) of this section may extend beyond the five-year period.

(i) For an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to the effective date of this Final Rule, the period between October 28, 2009 and the effective date of this Final Rule shall not count towards the determination of the five-year period for covered veteran status.

(c) A serious injury or illness means:

(1) In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,

(2) In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

(i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

(ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

(d) In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered servicemember.

(1) Son or daughter of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

(2) Parent of a covered servicemember means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."

(3) Next of kin of a covered servicemember means the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(k).

(e) An eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a single 12-month period.

(1) The single 12-month period described in paragraph (e) of this section begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date, regardless of the method used by the employer to determine the employee's 12 workweeks of leave entitlement for other FMLA-qualifying reasons. If an eligible employee does not take all of his or her 26 workweeks of leave entitlement to care for a covered servicemember during this single 12-month period, the remaining part of his or her 26 workweeks of leave entitlement to care for the covered servicemember is forfeited.

(2) The leave entitlement described in paragraph (e) of this section is to be applied on a per-

covered-servicemember, per-injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period. An eligible employee may take more than one period of 26 workweeks of leave to care for a covered servicemember with more than one serious injury or illness only when the serious injury or illness is a subsequent serious injury or illness. When an eligible employee takes leave to care for more than one covered servicemember or for a subsequent serious injury or illness of the same covered servicemember, and the single 12-month periods corresponding to the different military caregiver leave entitlements overlap, the employee is limited to taking no more than 26 workweeks of leave in each single 12-month period.

(3) An eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period described in paragraph (e) of this section, provided that the employee is entitled to no more than 12 workweeks of leave for one or more of the following: because of the birth of a son or daughter of the employee and in order to care for such son or daughter; because of the placement of a son or daughter with the employee for adoption or foster care; in order to care for the spouse, son, daughter, or parent with a serious health condition; because of the employee's own serious health condition; or because of a qualifying exigency. Thus, for example, an eligible employee may, during the single 12-month period, take 16 workweeks of FMLA leave to care for a covered servicemember and 10 workweeks of FMLA leave to care for a newborn child. However, the employee may not take more than 12 weeks of FMLA leave to care for the newborn child during the single 12-month period, even if the employee takes fewer than 14 workweeks of FMLA leave to care for a covered servicemember.

(4) In all circumstances, including for leave taken to care for a covered servicemember, the employer is responsible for designating leave, paid or unpaid, as FMLA-qualifying, and for giving notice of the designation to the employee as provided in § 825.300. In the case of leave that qualifies as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition during the single 12-month period described in paragraph (e) of this section, the employer must designate such leave as leave to care for a covered servicemember in the first instance. Leave that qualifies as both leave to care for a covered servicemember and leave taken to care for a family member with a serious health condition during the single 12-month period described in paragraph (e) of this section must not be designated and counted as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition. As is the case with leave taken for other qualifying reasons, employers may retroactively designate leave as leave to care for a covered servicemember pursuant to § 825.301(d).

(f) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of 26 workweeks of leave during the single 12-month period described in paragraph (e) of this section if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. This limitation on the total weeks of leave applies to leave taken for the reasons specified as long as the spouses are employed by the same employer. It would apply, for example, even though the spouses are employed at two different worksites of an employer located more than 75 miles from each other, or by two different operating divisions of the same company. On the other hand, if one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full 26 workweeks of FMLA leave.

Appendix F – Education Code § 44014

44014. Admissibility of record of conviction

(a) Whenever any employee of a school district or of the office of a county superintendent of schools is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the employee, and the duty of any person under whose direction or supervision the employee is employed in the public school system who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. Failure to make the report shall be an infraction punishable by a fine of not more than one thousand dollars (\$1,000).

(b) Compliance with school district governing board procedures relating to the reporting of, or facilitation of reporting of, the incidents specified in subdivision (a) shall not exempt a person under a duty to make the report prescribed by subdivision (a) from making the report.

(c) A member of the governing board of a school district, a county superintendent of schools, or an employee of any school district or the office of any county superintendent of schools, shall not directly or indirectly inhibit or impede the making of the report prescribed by subdivision (a) by a person under a duty to make the report. An act to inhibit or impede the making of a report shall be an infraction, and shall be punishable by a fine of not less than five hundred dollars (\$500) and not more than one thousand dollars (\$1,000).

(d) Neither the governing board of a school district, a member of the governing board, a county superintendent of schools, nor an employee of a school district or of the office of any county superintendent of schools shall impose any sanctions against a person under a duty to make the report prescribed by subdivision (a) for making the report.

(Amended by Stats. 1996, Ch. 17, Sec. 1. Effective January 1, 1997.)

Appendix G – Education Code §§ 48900, 48910

48900. Grounds for suspension or expulsion; legislative intent

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stole or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, “imitation firearm” means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, “hazing” does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.

(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) “Electronic act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, video, or image.

(ii) A post on a social network Internet Web site, including, but not limited to:

(I) Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii) (I) An act of cyber sexual bullying.

(II) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(III) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) “Reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, “school property” includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil’s specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

(Amended by Stats. 2018, Ch. 32, Sec. 49. (AB 1808) Effective June 27, 2018.)

48910. Suspension by teacher; reports; conferences; referrals

(a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the schoolsite, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

(Amended by Stats. 2004, Ch. 895, Sec. 10. Effective January 1, 2005.)

Appendix H – Education Code § 44807

44807. Duty concerning conduct of pupils

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. The provisions of this section are in addition to and do not supersede the provisions of Section 49000.

(Enacted by Stats. 1976, Ch. 1010.)

Appendix I – Education Code §§ 49001, 49005, et seq.

§ 49001. Prohibition of corporal punishment of pupils

(a) For the purposes of this section “corporal punishment” means the willful infliction of, or willfully causing the infliction of, physical pain on a pupil. An amount of force that is reasonable and necessary for a person employed by or engaged in a public school to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil, is not and shall not be construed to be corporal punishment within the meaning and intent of this section. Physical pain or discomfort caused by athletic competition or other such recreational activity, voluntarily engaged in by the pupil, is not and shall not be construed to be corporal punishment within the meaning and intent of this section.

(b) No person employed by or engaged in a public school shall inflict, or cause to be inflicted corporal punishment upon a pupil. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing the infliction of corporal punishment upon a pupil attending a public school is void and unenforceable.

(Repealed and added by Stats. 1986, Ch. 1069, Sec. 4.)

49005. Legislative findings and declarations

The Legislature finds and declares all of the following:

(a) While it is appropriate to intervene in an emergency to prevent a student from imminent risk of serious physical self-harm or harm of others, restraint and seclusion are dangerous interventions, with certain known practices posing a great risk to child health and safety.

(b) United States Department of Education guidelines specify that the use of restraint and seclusion must be consistent with the child’s right to be treated with dignity and to be free from abuse.

(c) Restraint and seclusion should only be used as a safety measure of last resort, and should never be used as punishment or discipline or for staff convenience.

(d) Restraint and seclusion may cause serious injury or long lasting trauma and death, even when done safely and correctly.

(e) There is no evidence that restraint or seclusion is effective in reducing the problem behaviors that frequently precipitate the use of those techniques.

(f) Students with disabilities and students of color, especially African American boys, are disproportionately subject to restraint and seclusion.

(g) Well-established California law already regulates restraint techniques in a number of settings, including general acute care hospitals, acute psychiatric hospitals, psychiatric health facilities, crisis stabilization units, community treatment facilities, group

homes, skilled nursing facilities, intermediate care facilities, community care facilities, and mental health rehabilitation centers. These minimal protections should be provided to all students in schools.

(h) It is the intent of the Legislature to ensure that schools foster learning in a safe and healthy environment and provide adequate safeguards to prevent harm, and even death, to children in school.

(i) This article is intended to be read to be consistent with, and does not change any requirements, limitations, or protections in, existing law pertaining to students with exceptional needs.

(j) It is the intent of the Legislature to prohibit dangerous practices. Restraint and seclusion, as described in this article, do not further a child's education. At the same time, the Legislature recognizes that if an emergency situation arises, the ability of education personnel to act in that emergency to safeguard a student or others from imminent physical harm should not be restricted.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49005.1. Definitions

The following definitions apply to this article:

(a) "Behavioral restraint" means "mechanical restraint" or "physical restraint," as defined in this section, used as an intervention when a pupil presents an immediate danger to self or to others. "Behavioral restraint" does not include postural restraints or devices used to improve a pupil's mobility and independent functioning rather than to restrict movement.

(b) "Educational provider" means a person who provides educational or related services, support, or other assistance to a pupil enrolled in an educational program provided by a local educational agency or a nonpublic school or agency.

(c) "Local educational agency" means a school district, county office of education, charter school, the California Schools for the Deaf, and the California School for the Blind.

(d) (1) "Mechanical restraint" means the use of a device or equipment to restrict a pupil's freedom of movement.

(2) (A) "Mechanical restraint" does not include the use of devices by peace officers or security personnel for detention or for public safety purposes.

(B) "Mechanical restraint" does not include the use of devices by trained school personnel, or by a pupil, prescribed by an appropriate medical or related services professional, if the device is used for the specific and approved purpose for which the device or equipment was prescribed, which shall include, but not be limited to, all of the following:

(1) Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports.

(2) Vehicle safety restraints when used as intended during the transport of a pupil in a moving vehicle.

(3) Restraints for medical immobilization.

(4) Orthopedically prescribed devices that permit a pupil to participate in activities without risk of harm.

(e) “Nonpublic school or agency” means any nonpublic school or nonpublic agency, including both in-state and out-of-state nonpublic schools and nonpublic agencies.

(f) (1) “Physical restraint” means a personal restriction that immobilizes or reduces the ability of a pupil to move his or her torso, arms, legs, or head freely. “Physical restraint” does not include a physical escort, which means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a pupil who is acting out to walk to a safe location.

(2) “Physical restraint” does not include the use of force by peace officers or security personnel for detention or for public safety purposes.

(g) “Prone restraint” means the application of a behavioral restraint on a pupil in a facedown position.

(h) “Pupil” means a pupil enrolled in preschool, kindergarten, or any of grades 1 to 12, inclusive, and receiving educational services from an educational provider.

(i) “Seclusion” means the involuntary confinement of a pupil alone in a room or area from which the pupil is physically prevented from leaving. “Seclusion” does not include a timeout, which is a behavior management technique that is part of an approved program, that involves the monitored separation of the pupil in a nonlocked setting, and is implemented for the purpose of calming.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49005.2. Freedom from seclusion and behavioral restraints imposed as a means of coercion, discipline, convenience, or retaliation; drugs

A pupil has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited to, the right to be free from the use of a drug administered to the pupil in order to control the pupil’s behavior or to restrict the pupil’s freedom of movement, if that drug is not a standard treatment for the pupil’s medical or psychiatric condition.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49005.4. Clear and present danger of serious physical harm

An educational provider may use seclusion or a behavioral restraint only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49005.6. Avoidance of seclusion or behavioral restraint techniques

An educational provider shall avoid, whenever possible, the use of seclusion or behavioral restraint techniques.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49005.8. Duties of educational providers; prohibitions; observation and monitoring of pupil

(a) An educational provider shall not do any of the following:

(1) Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

(2) Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.

(3) Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.

(4) Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.

(5) Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.

(6) Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

(b) An educational provider shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. The observation required pursuant to this subdivision shall not be through indirect means, including through a security camera or a closed-circuit television.

(c) An educational provider shall afford to pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

(d) If prone restraint techniques are used, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49006. Annual report on use of behavioral restraints and seclusion; contents; public record; posting on Internet Web site

(a) A local educational agency that meets the definition of a "local educational agency" specified in Section 300.28 of Title 34 of the Code of Federal Regulations shall collect and, no later than three months after the end of a school year, report to the department annually on the use of behavioral restraints and seclusion for pupils enrolled in or served by the local educational agency for all or part of the prior school year.

(b) The report required pursuant to subdivision (a) shall include all of the following information, disaggregated by race or ethnicity, and gender:

(1) The number of pupils subjected to mechanical restraint, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29

U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(2) The number of pupils subjected to physical restraint, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(3) The number of pupils subjected to seclusion, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(4) The number of times mechanical restraint was used on pupils, with separate counts for the number of times mechanical restraint was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(5) The number of times physical restraint was used on pupils, with separate counts for the number of times physical restraint was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(6) The number of times seclusion was used on pupils, with separate counts for the number of times seclusion was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(c) Notwithstanding any other law, the data collected and reported pursuant to this section shall be available as a public record pursuant to Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code.

(d) No later than three months after the report is due to the department pursuant to subdivision (a), the department shall post the data from the report annually on its Internet Web site.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49006.2. Compliance with federal civil rights data collection requirements

Notwithstanding Section 49006, the data collection and reporting requirements contained in this article shall be conducted in compliance with the requirements of the Civil Rights Data Collection of the United States Department of Education's Office for Civil Rights imposed pursuant to Sections 100.6(b) and 104.61 of Title 34 of the Code of Federal

Regulations, and shall not be construed to impose a new program or higher level of service on local educational agencies or nonpublic schools or agencies.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

49006.4. Application of article

(a) This article applies with regard to all pupils, including individuals with exceptional needs. For an individual with exceptional needs, if a behavioral restraint or seclusion is used, the procedures for follow-up contained in subdivisions (e), (f), (g) and (h) of Section 56521.1 shall also apply.

(b) For purposes of this section, “individual with exceptional needs” has the same meaning specified in Section 56026.

(Added by Stats. 2018, Ch. 998, Sec. 1. (AB 2657) Effective January 1, 2019.)

Appendix J – Salary Schedules

Appendix J-1

Ravenswood City School District

2018-2019 Certificated Salary Schedule – Annual

Effective July 1, 2018

2% increase over 2015-2016 salary schedule for employees who completed 2018-2019

	AB	C*	D	E	F
	<u>Intern</u>	<u>0-44 Units</u>	<u>45-59 Units</u>	<u>60-74 Units</u>	<u>75+ Units</u>
1	49,121	50,691	52,646	54,603	56,561
2	50,691	52,646	54,603	56,561	58,520
3	50,691	54,603	56,561	58,520	60,477
4	50,691	56,561	58,520	60,477	62,437
5	50,691	58,520	60,477	62,437	64,394
6	50,691	60,477	62,437	64,394	66,351
7	50,691	62,437	64,394	66,351	68,309
8	50,691	64,394	66,351	68,309	70,271
9	50,691	66,351	68,309	70,271	72,225
10	50,691	68,309	70,271	72,225	74,185
11	50,691	70,271	72,225	74,185	76,132
12	50,691	70,271	72,225	76,872	78,813
13				79,561	81,493
14				82,249	84,172
15				84,047	85,970
16				84,689	86,612
17				85,329	87,252
18				85,971	87,894
19				86,611	88,535
20				87,252	89,179
21				87,894	89,819
22				88,535	90,462
23				89,179	91,770

\$51,823 Minimum salary for 1.0 FTE

*Employee must hold preliminary or clear credential to advance to Range C

Educational Incentive Salary Add-ons

Annual \$1,002 Master's Degree

Annual \$1,002 Second Advanced Degree (must be related to field of education)

Annual \$1,002 National Board Certification in Teaching

Stipends

Annual \$3,000 Spanish Bilingual Authorization (must serve in dual immersion setting)

Annual \$2,500 Special Education Teacher

\$45 Hourly Rate for extended duty - effective June 13, 2016

Ravenswood City School District

**2018-2019 Certificated Salary Schedule –Annual
For Nurses, Counselors, and Psychologists**

Effective July 1, 2018

2% increase over 2015-2016 salary schedule for employees who completed 2018-2019

	AB	C*	D	E	F
	<u>Intern</u>	<u>0-44 Units</u>	<u>45-59 Units</u>	<u>60-74 Units</u>	<u>75+ Units</u>
1	49,121	62,437	64,394	66,351	68,309
2	50,691	64,394	66,351	68,309	70,271
3		66,351	68,309	70,271	72,225
4		68,309	70,271	72,225	74,185
5		70,271	72,225	74,185	76,132
6				76,872	78,813
7				79,561	83,655
8				82,249	84,170
9				84,047	85,970
10				84,689	86,611
11				85,329	87,252
12				85,971	87,894
13				86,611	88,535
14				87,252	89,178
15				87,894	89,818
16				88,535	90,462
17				89,179	91,770

*Employee must hold preliminary or clear credential to advance to Range C

Per Diem – 15 additional days compensated at per diem rate

**2018-2019 Certificated Salary Schedule –Annual
For Speech Language Pathologists**

<u>Years</u>	<u>Waiver</u>	<u>Credential</u>
1	77,974	80,287
2	79,131	81,445
3	80,287	82,602
4		83,758
5		84,915
6		86,072
7		87,229
8		88,386

Educational Incentive Salary Add-ons

Annual \$1,002 Master's Degree

Annual \$1,002 Second Advanced Degree (must be related to field of education)

Stipends

Annual \$3,000 Spanish Bilingual Authorization (must serve in dual immersion setting)

\$45 Hourly Rate for extended duty - effective June 13, 2016

Appendix J-2

Ravenswood City School District

2019-2020 Certificated Salary Schedule – Annual

Effective July 1, 2019

5.5% increase over 2018-2019 salary schedule

	AB	C*	D	E	F
	<u>Intern</u>	<u>0-44 Units</u>	<u>45-59 Units</u>	<u>60-74 Units</u>	<u>75+ Units</u>
1	51,823	53,479	55,542	57,606	59,672
2	53,479	55,542	57,606	59,672	61,739
3	53,479	57,606	59,672	61,739	63,803
4	53,479	59,672	61,739	63,803	65,871
5	53,479	61,739	63,803	65,871	67,935
6	53,479	63,803	65,871	67,935	70,000
7	53,479	65,871	67,935	70,000	72,066
8	53,479	67,935	70,000	72,066	74,136
9	53,479	70,000	72,066	74,136	76,198
10	53,479	72,066	74,136	76,198	78,265
11	53,479	74,136	76,198	78,265	80,319
12	53,479	74,136	76,198	81,100	83,148
13				83,937	85,975
14				86,772	88,802
15				88,670	90,698
16				89,346	91,376
17				90,022	92,051
18				90,699	92,729
19				91,375	93,404
20				92,051	94,083
21				92,729	94,759
22				93,404	95,437
23				94,083	96,818

\$51,823 Minimum salary for 1.0 FTE

*Employee must hold preliminary or clear credential to advance to Range C

Educational Incentive Salary Add-ons

Annual \$1,002 Master's Degree

Annual \$1,002 Second Advanced Degree (must be related to field of education)

Annual \$3,000 National Board Certification in Teaching

Stipends

Annual \$6,000 C&I District Lead, Reading Specialist/Literacy Coach (contingent on outside funding)

Annual \$4,000 Spanish Bilingual Authorization (must serve in dual immersion setting)

Annual \$5,000 Special Education Teacher

Annual \$3,000 Spanish Bilingual Authorization - Special Education Teacher

\$1,000 Coaching Stipend per Sport

\$250 Daily Rate for Teacher in Charge

\$50 Hourly Rate for extended duty - effective June 17, 2019

\$300 per Night for Overnight Field Trips

Ravenswood City School District

**2019-2020 Certificated Salary Schedule –Annual
For Nurses, Counselors, and Psychologists**

Effective July 1, 2019

5.5% increase over 2018-2019 salary schedule

	AB	C*	D	E	F
	<u>Intern</u>	<u>0-44 Units</u>	<u>45-59 Units</u>	<u>60-74 Units</u>	<u>75+ Units</u>
1	51,823	65,871	67,935	70,000	72,066
2	53,479	67,935	70,000	72,066	74,136
3		70,000	72,066	74,136	76,198
4		72,066	74,136	76,198	78,265
5		74,136	76,198	78,265	80,319
6				81,100	83,148
7				83,937	88,256
8				86,772	88,800
9				88,670	90,698
10				89,346	91,375
11				90,022	92,051
12				90,699	92,729
13				91,375	93,404
14				92,051	94,082
15				92,729	94,758
16				93,404	95,437
17				94,083	96,818

*Employee must hold preliminary or clear credential to advance to Range C

Per Diem – 15 additional days compensated at per diem rate

**2019-2020 Certificated Salary Schedule –Annual
For Speech Language Pathologists**

<u>Years</u>	<u>Waiver</u>	<u>Credential</u>
1	82,262	84,703
2	83,483	85,924
3	84,703	87,145
4		88,365
5		89,585
6		90,806
7		92,027
8		93,247

Educational Incentive Salary Add-ons

Annual \$1,002 Master's Degree

Annual \$1,002 Second Advanced Degree (must be related to field of education)

Stipends

Annual \$5,000 Psychologists and Speech Language Pathologists

Annual \$3,000 Spanish Bilingual Authorization - Psychologists and Speech Language Pathologists

\$50 Hourly Rate for extended duty - effective June 17, 2019

Appendix J-3
Ravenswood City School District

2021-2022 Certificated Salary Schedule – Annual

Effective July 1, 2021

10% increase over 2019-2020 salary schedule

	AB	C*	D	E	F
	<u>Intern</u>	<u>0-44 Units</u>	<u>45-59 Units</u>	<u>60-74 Units</u>	<u>75+ Units</u>
1	57,005	58,827	61,096	63,367	65,639
2	58,827	61,096	63,367	65,639	67,913
3	58,827	63,367	65,639	67,913	70,183
4	58,827	65,639	67,913	70,183	72,458
5	58,827	67,913	70,183	72,458	74,729
6	58,827	70,183	72,458	74,729	77,000
7	58,827	72,458	74,729	77,000	79,273
8	58,827	74,729	77,000	79,273	81,550
9	58,827	77,000	79,273	81,550	83,818
10	58,827	79,273	81,550	83,818	86,092
11	58,827	81,550	83,818	86,092	88,351
12	58,827	81,550	83,818	89,210	91,463
13				92,331	94,573
14				95,449	97,682
15				97,537	99,768
16				98,281	100,514
17				99,024	101,256
18				99,769	102,002
19				100,513	102,744
20				101,256	103,491
21				102,002	104,235
22				102,744	104,981
23				103,491	106,500

\$57,005 Minimum salary for 1.0 FTE

*Employee must hold preliminary or clear credential to advance to Range C

Educational Incentive Salary Add-ons

Annual \$1,002 Master's Degree**

Annual \$1,002 Second Advanced Degree** (must be related to field of education)

Annual \$3,000 National Board Certification in Teaching

Stipends

Annual \$8,000 C&I District Lead, Reading Specialist/Literacy Coach (contingent on outside funding)

Annual \$4,000 Spanish Bilingual Authorization (must serve in dual immersion setting)

Annual \$5,000 Special Education Teacher

Annual \$3,000 Spanish Bilingual Authorization - Special Education Teacher

\$1,000 Coaching Stipend per Sport

\$250 Daily Rate for Teacher in Charge

\$50 Hourly Rate for extended duty - effective June 17, 2019

\$300 per Night for Overnight Field Trips

**Unit members hired prior to January 1, 2022 only

Ravenswood City School District

**2021-2022 Certificated Salary Schedule –Annual
For Nurses, Counselors, and Psychologists**

Effective July 1, 2021

10% increase over 2021-2022 salary schedule

	AB	C*	D	E	F
	<u>Intern</u>	<u>0-44 Units</u>	<u>45-59 Units</u>	<u>60-74 Units</u>	<u>75+ Units</u>
1	57,005	72,458	74,729	77,000	79,273
2	58,827	74,729	77,000	79,273	81,550
3		77,000	79,273	81,550	83,818
4		79,273	81,550	83,818	86,092
5		81,550	83,818	86,092	88,351
6				89,210	91,463
7				92,331	97,082
8				95,449	97,680
9				97,537	99,768
10				98,281	100,513
11				99,024	101,256
12				99,769	102,002
13				100,513	102,744
14				101,256	103,490
15				102,002	104,234
16				102,744	104,981
17				103,491	106,500

*Employee must hold preliminary or clear credential to advance to Range C

Per Diem – 15 additional days compensated at per diem rate

**2021-2022 Certificated Salary Schedule –Annual
For Speech Language Pathologists**

<u>Years</u>	<u>Waiver</u>	<u>Credential</u>
1	90,488	93,173
2	91,831	94,516
3	93,173	95,860
4		97,202
5		98,544
6		99,887
7		101,230
8		102,572

Educational Incentive Salary Add-ons

Annual \$1,002 Master's Degree**

Annual \$1,002 Second Advanced Degree** (must be related to field of education)

Stipends

Annual \$5,000 Psychologists and Speech Language Pathologists

Annual \$3,000 Spanish Bilingual Authorization - Psychologists and Speech Language Pathologists

\$50 Hourly Rate for extended duty - effective June 17, 2019

**Unit members hired prior to January 1, 2022 only

Appendix J-4

Ravenswood City School District

2021-2022 Certificated Career Ladder – Annual

Effective July 1, 2021

1	60,000	26	86,050	51	107,100	76	123,150
2	61,050	27	86,900	52	107,750	77	123,600
3	62,100	28	87,750	53	108,400	78	124,050
4	63,150	29	88,600	54	109,050	79	124,500
5	64,200	30	89,450	55	109,700	80	124,950
6	65,250	31	90,300	56	110,350	81	125,400
7	66,300	32	91,150	57	111,000	82	125,850
8	67,350	33	92,000	58	111,650	83	126,300
9	68,400	34	92,850	59	112,300	84	126,750
10	69,450	35	93,700	60	112,950	85	127,200
11	70,500	36	94,550	61	113,600	86	127,650
12	71,550	37	95,400	62	114,250	87	128,100
13	72,600	38	96,250	63	114,900	88	128,550
14	73,650	39	97,100	64	115,550	89	129,000
15	74,700	40	97,950	65	116,200	90	129,450
16	75,750	41	98,800	66	116,850	91	129,900
17	76,800	42	99,650	67	117,500	92	130,350
18	77,850	43	100,500	68	118,150	93	130,800
19	78,900	44	101,350	69	118,800	94	131,250
20	79,950	45	102,200	70	119,450	95	131,700
21	81,000	46	103,050	71	120,100	96	132,150
22	82,050	47	103,900	72	120,750	97	132,600
23	83,100	48	104,750	73	121,400	98	133,050
24	84,150	49	105,600	74	122,050	99	133,500
25	85,200	50	106,450	75	122,700	100	133,950

\$60,000 Minimum salary for 1.0 FTE

Educational Incentive Salary Add-ons

Annual \$3,000 National Board Certification in Teaching

Stipends

Annual \$8,000 C&I District Lead, Reading Specialist/Literacy Coach, Instructional Coach*

Annual \$4,000 Spanish Bilingual Authorization (must serve in dual immersion setting)

Annual \$5,000 Special Education Teacher

Annual \$3,000 Spanish Bilingual Authorization - Special Education Teacher

Annual \$5,000 Psychologists and Speech Language Pathologists

Annual \$3,000 Spanish Bilingual Authorization - Psychologists and Speech Language Pathologists

\$1,000 Coaching Stipend per Sport

\$250 Daily Rate for Teacher in Charge

\$50 Hourly Rate for extended duty - effective June 17, 2019

\$300 per Night for Overnight Field Trips

*Contingent on outside funding

Appendix K

RAVENSWOOD CITY SCHOOL DISTRICT

PERSONAL PROPERTY DECLARATION FORM

Employee Name: _____ Date: _____

School Site: _____ School Administrator: _____

Personal Property Item: _____

Serial Number: _____ Model Number: _____

Date of Purchase: _____ Expected Time on Site: _____

Description and Value: _____

Approved for : ☐ Weekend ☐ Holiday ☐ Vacation School Administrator Initials: _____

Personal Property Item: _____

Serial Number: _____ Model Number: _____

Date of Purchase: _____ Expected Time on Site: _____

Description and Value: _____

Approved for : ☐ Weekend ☐ Holiday ☐ Vacation School Administrator Initials: _____

Personal Property Item: _____

Serial Number: _____ Model Number: _____

Date of Purchase: _____ Expected Time on Site: _____

Description and Value: _____

Approved for : ☐ Weekend ☐ Holiday ☐ Vacation School Administrator Initials: _____

Per Article 17.1.2, I understand that Ravenswood City School District will only reimburse for property other than personal articles such as clothing, eyeglasses, and watches when written approval is obtained on this form before the property is brought to the school, and when the value of the property is agreed upon between the unit member(s) bringing the property, and the school administrator. The maximum reimbursement shall not exceed \$500 for each separate item.

Employee Signature

School Administrator Signature

RAVENSWOOD CITY SCHOOL DISTRICT
JOB EXPENSE REIMBURSEMENT REQUEST

Instructions

Reimbursements under \$100 are processed internally. Reimbursements over \$100 are processed by the SMCOE and may take up to two (2) weeks to receive.

- Employees may complete this expense reimbursement form in order to be compensated for expenses incurred which are job related and received prior approval of a supervisor.
- Several expenses may be incurred and itemized on the form before it is submitted. Ideally, the **claim should not be submitted more frequently than monthly.**
- All expenditures must be shown on an itemized receipt, including the date, description of the expense, and payment. **Receipts must be attached electronically. This can be done by taking a digital photo with your phone or using a scanner/printer.**
- Do not make a purchase without prior approval from your Immediate Supervisor. **Also, if the purchase can be made with a PO, you should do so.**

Last Name:

First:

Site/Department:

DATE	Description of Expense	Rationale / Justification	Amount (\$)	Fund – Resource – Year – Goal – Function – Object – Site – Mgmt.

Total Job Expense Reimbursement:

\$

I hereby certify that the above is an accurate statement of job related expenses for authorized district business.

Employee Signature: _____

Date: _____

Approval Signatures:

Principal: _____

CBO: _____

Department Designee: _____

Accounts Payable: _____