

2018-2019 AGREEMENT

BETWEEN THE

KEYES UNION
ELEMENTARY
SCHOOL DISTRICT

AND THE

KEYES TEACHERS'
ASSOCIATION

Revised May 2018

Approved June 19, 2018 KUSD Board

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**ARTICLE 1
AGREEMENT**

- 1.1** This Agreement between the Governing Board of the Keyes Union School District – hereinafter called the District – and the Keyes Teacher’s Association-CTA-NEA – hereinafter called the Association – will be effective July 1, 2018, and will terminate June 30, 2019.
- 1.2** Past practices and officially adopted District policies and administrative regulations: (1) not included in this Agreement; and (2) on matters within the scope of negotiations shall not be adopted or changed, nor shall proposed calendars be adopted, without notice to, and – upon request – negotiations with the Association. Except for bona fide emergencies, the Association shall have 10 (ten) school days notice of such proposed actions. The District shall have the right to implement such proposed actions or calendars 10 (ten) days after notice to the Association, but such action shall not prejudice the Association’s rights to continue to negotiate on these matters. Such changes shall not be inconsistent with the provisions of this contract.
- 1.3** During the term of this Agreement, the parties will meet upon request by either party to interpret matters within the contract. Except as provided in **ARTICLE 4**, neither the District nor the Association will be required to meet and negotiate on any matters, even though such matters may or may not have been within the knowledge or contemplation of the District or the Association at the time they negotiated this Agreement, or even though such matters were proposed and later withdrawn.

**ARTICLE 2
RECOGNITION**

- 2.1** The Board recognizes the Association as the exclusive representative of regular certificated classroom teachers of the District, including the speech and language pathologist, school counselors, transitional kindergarten teachers, special education teachers, physical education teachers, teachers on special assignment, temporary, and part-time employees, but excluding substitute certificated employees and managerial, supervisory, and confidential employees.
- 2.2** The Board will include the Association in developing and finalizing each school year calendar.

**ARTICLE 3
DEFINITIONS**

- 3.1** “Teacher” or “Unit Member” refers to any district certificated employee who is included in the appropriate unit as outlined in **ARTICLE 2**, and is therefore covered by the terms and provisions of this Agreement.
- 3.2** “Days” means any day on which teachers are required to be on duty for regular duty assignment.
- 3.3** “Minimum Days” means any day meeting the following criteria:
3.3.1 It is shorter than the regular day.

3.3.2 It meets the standards for a minimum day as established by the California Education Code.

3.3.3 It is not an Inservice/Minimum Day as defined in **SECTION 3.4**.

3.4 “Inservice/Minimum Day” is a day on which students are sent home on a minimum day schedule, but teachers are expected to work a regular day. Inservice/Minimum Days are ordinarily scheduled each Wednesday. If no inservice or other duties are scheduled on these days, teachers will use the time for planning or as extra work time. Use of this time is not to be counted by the District as preparation periods, as mentioned in **ARTICLE 8** of this Agreement.

ARTICLE 4 NEGOTIATION PROCEDURES

4.1 Not later than May 1st, and subject to statutory public notice provisions, the Board and the Association shall meet and negotiate in good faith upon a successor Agreement.

4.2 No later than December 15th of each year, the Board shall furnish the Association with the placement of teachers on the respective salary schedules as of September 1st of that year.

4.3 The Association Team shall be allowed five (5) days a year of release time for activities related to negotiations. Additional days for negotiations may be authorized by the superintendent. It is understood and agreed that the foregoing provision fulfills all District statutory obligations to provide release time for Association representatives.

4.4 Each party shall have the right to reopen on salary, health benefits and two (2) articles, as applicable each year during the period of the contract. An election to reopen only one article shall not be a waiver of the right to reopen a second article at a later date. The Association agrees that neither it nor its officers or representatives shall engage in or support any strike, slowdown, or concerted activities intended to disrupt or interfere with District operations.

ARTICLE 5 ORGANIZATIONAL SECURITY

5.1 MAINTENANCE OF MEMBERSHIP

Once a unit member becomes a member of the Association, the unit member must retain membership for the duration of this Agreement. The District has no obligation or responsibility under this Article until it is in receipt of written notification by the Association that a unit member has expressly refused to pay unified membership dues to the Association. Upon notification, the District shall institute payroll deductions as provided in **SECTION 5.2** below.

5.2 DUES DEDUCTION OF KTA MEMBERS

The District will deduct from the pay of the KTA member and pay the KTA (or its designated recipient) regular monthly unified Association membership dues, subject to the following conditions:

5.2.1 Such a deduction shall be made only upon the submission of a duly executed, District-approved form, by the unit member.

- 5.2.2 The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen (15) days or more after the District is notified of such a change.
- 5.2.3 The District shall deduct one-twelfth (1/12) of unified membership dues from the regular salary check of the teacher each month for twelve (12) months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 5.2.4 In recognition that pre-school teachers are paid less than fully credentialed classroom teachers, pre-school teachers shall pay reduced Association dues based upon a schedule issued by the Association.

5.3 DUES DEDUCTION OF NON-KTA MEMBERS

5.3.1 Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay the Association a fee in an equal amount to membership fees, initiation fees and general assessments, payable to the Association in one (1) lump-sum cash payment, or in twelve (12) monthly installments as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the association, the Association shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in EC 45061 and in the same manner set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

5.3.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment: except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following, non-religious, non-labor organization, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

- 5.3.2.1 Foundation to Assist California Teachers (FACT)
- 5.3.2.2 Christa McAuliffe Institute for Education Pioneering
- 5.3.2.3 Martin Luther King, Jr. Memorial Scholarship Fund
- 5.3.5.4 The Keyes Elementary School Christmas Basket Fund
- 5.3.2.5 The Keyes Teacher’s Association Scholarship Fund
- 5.3.2.6 The United Samaritans
- 5.3.2.7 American Red Cross
- 5.3.2.8 American Heart Association
- 5.3.2.9 American Cancer Society

5.4 REMITTANCE OF DUES

With respect to all sums deducted by the District pursuant to authorization of the unit member, whether for unified membership or equivalent fee, the District agrees to request the Office of the County Superintendent to remit such monies promptly to the Association.

5.5 INDEMNITY CLAUSE

The Association and the unit member(s) shall indemnify and hold the

District harmless from any and all claims, demands, or suits of any kind arising from or based upon the organizational security provisions of this Agreement.

5.6 FULFILLMENT OF ORGANIZATIONAL SECURITY ARTICLE

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

5.7 ASSOCIATION BUSINESS

5.7.1 Up to five (5) days of release time may be used by KTA leadership per year. KTA will pay for substitutes. The Superintendent must give prior approval.

5.7.2 KTA will provide the following in exchange for using District equipment:

5.7.2.1 One black ink cartridge for the President’s classroom printer

5.7.2.2 One black toner cartridge for the copier located at the school where the President teaches.

5.7.2.3 All paper needed for printing or copying for association business.

**ARTICLE 6
GRIEVANCE PROCEDURES**

6.1 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may from time-to-time arise concerning the application of this Agreement. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

6.2 DEFINITIONS

6.2.1 A “grievance” is a claim or assertion by an employee, or group of employees, or the Association, that this Agreement has been violated, misinterpreted, or applied in a discriminatory manner, thus personally and adversely affecting the employee(s).

6.2.2 A “day” is any day on which teachers are required to be on duty.

6.2.3 A “grievant” is a teacher, or group of teachers, or the Association asserting a grievance.

6.2.4 A “party of interest” is a grievant or witness who might be required to take action, or against whom action might be taken in order to resolve a grievance.

6.2.5 “Superintendent” means the chief executive officer of the District or his/her designee.

6.3 GENERAL PROVISIONS

6.3.1 Grievances shall be processed in accordance with the steps outlined in this Article: Step 1: Informal Conference; Step 2: Written grievance to the immediate supervisor; Step 3: Superintendent; Step 4: Mediation; and Step 5: Binding Arbitration. If the grievance is resolved by mutual agreement at any step, the resolution agreement shall be reduced to writing and signed by the grievant, the District and, as appropriate, the Association.

6.3.2 The number of days indicated at each level should be considered a maximum, and a good faith effort should be made to expedite the process. Time lines provided for at each level shall begin the day following receipt of the grievance appeal or written decision.

- 6.3.3 The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the District to take the action complained of.
- 6.3.4 Nothing contained in this Article shall be construed to prevent any individual teacher from presenting and processing a grievance and having it adjusted without representation by the Association. A grievant may be represented by the Association at any step. If a grievant chooses not to be represented by the Association at any step, the Association shall have the right to be present and state its views prior to the resolution of the grievance. A copy of all grievances shall be sent to the Association.
- 6.3.5 In processing grievances, the parties will avoid interruption of assigned duties and District operations and any avoidable involvement of students in all phases of the grievance procedure. Should, however, the processing of any grievance require that a teacher be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- 6.3.6 Failure to timely initiate the grievance process or failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall preclude any further appeal on the grievance and result in dismissal of the grievance. If the District does not respond to a grievance within the specified time limits, the grievant or the Association shall have the right to appeal the grievance to the next step. The time limits specified in any step of this procedure may be changed only by mutual written agreement, signed by the Superintendent and the grievant, if not represented by the Association, or the President of the Association if the grievant is represented by the Association.
- 6.3.7 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 6.3.8 In the course of investigation of any grievance, representatives of any grievant or organization representing any grievant will report to the Principal or Superintendent and identify themselves upon arrival.
- 6.3.9 If the issue cannot be resolved informally with the superintendent, then the Association may initiate a grievance at Step 3 if the grievance affects an entire class of employees or if the grievance does not involve decisions made by the immediate supervisor.

6.4 PROCEDURES

6.4.1 Step 1: Informal Conference

- 6.4.1.1 A teacher who wishes to file a grievance must initiate an informal conference with his/her immediate supervisor within fifteen (15) days of the time he/she had knowledge, or reasonably should have had knowledge, of the act or omission giving rise to the grievance.
- 6.4.1.2 The immediate supervisor must suggest a proposed remedy to resolve the grievance within fifteen (15) days of the date the informal conference is held.

6.4.2 Step 2: Formal Written Grievance-Immediate Supervisor

- 6.4.2.1 If the grievant is not satisfied with the proposed remedy suggested at the informal conference, or if no remedy was timely suggested, the grievant may file a formal written statement of his/her grievance with the immediate supervisor within fifteen (15) days following completion of the informal conference. This statement shall include:

- a. A description of the problem or complaint stating the specific grounds of the grievance, including circumstances, names, dates, and places necessary for a complete understanding of the grievance.
- b. The date of the alleged violation.
- c. The name of the grievant(s)
- d. The date of the informal conference with the principal/immediate supervisor, if not initiated at Step 3.
- e. The date the immediate supervisor proposed a remedy with a description of the remedy proposed and why it is not satisfactory (the grievant shall attach a copy of the immediate supervisor's response at Step 1).
- f. A specific statement of the contractual provisions which are alleged to have been violated, misapplied, or misinterpreted.
- g. A list of the specific actions requested which will remedy the grievance.

6.4.2.2 The immediate supervisor must present a written decision to the grievant within fifteen (15) days after the receipt of the written grievance.

6.4.3 Step 3: Superintendent

6.4.3.1 The grievant or the Association may appeal the immediate supervisor's decision at Step 2 to the Superintendent. Such appeal must be initiated in writing within fifteen (15) days after the decision in Step 2 or if no decision was rendered within fifteen (15) days.

6.4.3.2 This appeal shall be made by submitting a copy of the written grievance, plus a clear and specific statement of the facts and conclusions which are appealed and the specific reasons why the immediate supervisor's written decision is unacceptable.

6.4.3.3 The Superintendent shall respond to the grievant in writing within fifteen (15) days after receipt of the appeal.

6.4.4 Step 4: Mediation

6.4.4.1 The grievant or the Association may appeal the Superintendent's decision at Step 3 by requesting mediation. Such appeal must be initiated in writing within fifteen (15) days after receipt of the decision in Step 3.

6.4.4.2 This appeal shall be made by submitting a copy of the written grievance, plus a clear and specific statement of the facts and conclusions which are appealed and the specific reasons why the Superintendent's written decision is unacceptable.

6.4.4.3 Upon receipt of a timely filed appeal, the District and the Association shall attempt to agree upon a mediator. If no agreement can be reached within fifteen (15) days, the parties shall request that a mediator be appointed by the California State Mediation and Conciliation Service.

6.4.4.4 The parties shall engage in mediation in a good faith effort to resolve the grievance.

6.4.5 Step 5: Binding Arbitration

6.4.5.1 If the grievance is not solved through mediation, the Association may request binding arbitration. The Association's written request for binding

arbitration shall be filed with the Superintendent within fifteen (15) days after conclusion of the mediation.

6.4.5.2 The selection of the arbitrator shall be by mutual agreement of the Association and the District within fifteen (15) days of the Association's request for arbitration.

6.4.5.3 The arbitrator shall hold the grievance hearing on dates mutually agreeable to the District, the Association, and the arbitrator.

6.5 SELECTION OF THE ARBITRATOR

6.5.1 If agreement is not timely reached regarding selection of an arbitrator, the selection shall be made from a list of five (5) arbitrators submitted by the California State Mediation and Conciliation Service. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot.

6.6 PAYMENT OF ARBITRATOR

6.6.1 The grievant will be responsible for the preparation of his/her case at the grievant/Association's cost.

6.6.2 The District will be responsible for the preparation of its case at District expense.

6.6.3 The Association and the District will share equally in the payment of all other expenses, including the services and expenses of the arbitrator.

6.7 POWERS AND LIMITATIONS OF THE ARBITRATOR

6.7.1 The arbitrator shall consider only those issues which have been properly carried through all prior steps of the grievance procedure.

6.7.2 The arbitrator shall afford District representatives and the grievant, or his/her representatives, a reasonable opportunity to present evidence, witnesses, and arguments.

6.7.3 The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of this Agreement.

6.7.4 If the grievance could be resolved on the motion of either party without a hearing on the merits of the dispute, the party seeking the preliminary ruling shall file a motion and the arbitrator shall make a determination of this issue prior to hearing the merits of the dispute.

6.7.5 The arbitrator shall render a written decision which shall be binding on both parties.

6.7.6 Each party must disclose to the other party all evidence to be used at the arbitration at least fifteen (15) days prior to the arbitration hearing.

6.7.7 Unless the District and the Association expressly agree otherwise, the arbitrator shall consider only one grievance at a time. However, the District and the parties should endeavor to handle cases involving the same or similar facts and/or issues in an expeditious and convenient manner.

ARTICLE 7 DAYS OF EMPLOYMENT

7.1 The District may require returning teachers to work the days in which students are scheduled to attend school, plus three (3) additional days to be determined with input from unit members, for a total of 183 days. New teachers may be required to work four (4) additional days with one (1) of those days just prior to the beginning of the school year, for a total of 184 days.

**ARTICLE 8
HOURS OF EMPLOYMENT**

8.1 HOURS OF DUTY

- 8.1.1** Teachers are to be present at their respective rooms, and be prepared to open them for admission of pupils, not less than ten (10) minutes before the beginning of classes. Teachers shall ordinarily remain in their respective rooms or at their assigned stations for not less than ten (10) minutes after pupils have been discharged.
- 8.1.2** The regular school day at Keyes Elementary School for first through fifth grades begins at 8:15 a.m. and ends at 2:50 p.m. Transitional Kindergarten (TK) and Kindergarten will begin the school year with Extended Day hours of 8:15 a.m. to 1:15 p.m. Beginning the first full week of October, the regular school day for Transitional Kindergarten and Kindergarten begins at 8:15 a.m. and ends at 2:40 p.m. There shall be a minimum day every Wednesday, with student dismissal at 1:00 p.m. (See 8.2.3 and 8.7)
- 8.1.3** The regular school day at Barbara Spratling Middle School begins at 7:45 a.m. and ends at 2:15 p.m. There shall be a minimum day every Wednesday, with student dismissal at 12:15 p.m.
- 8.1.4** On days when the weather is inclement, teachers shall open their classrooms to students at least ten (10) minutes before the start of class.
- 8.1.5** On days preceding a seasonal break, last day of school, or holiday (Veteran's Day, Thanksgiving, and Presidents' Holidays), teachers may leave ten (10) minutes after the close of the school day, if their professional responsibilities have been completed.

8.2 REQUIRED MEETINGS

- 8.2.1** Two (2) monthly meetings may be held, as needed, not to exceed sixty (60) minutes per meeting. These meetings may include general staff meetings, grade level and/or department meetings, professional development, and/or other meetings called by the principal.
- 8.2.2** In addition to the two meetings that may be required, seven (7) hours of duty each school year beyond the normal work day may be assigned by the Principal without additional compensation. Upon completion of seven (7) hours, teachers shall receive the Non-Student Instructional Pay Rate per hour for approved work outside the normal day. (See 8.10.1) The request for extra duty shall be made in writing at least ten (10) days prior to the requested duty.
- 8.2.3** On staff meeting Wednesdays at Keyes Elementary School, any meeting with staff will occur before 3:00 p.m. Forty-five (45) minutes on Wednesday, after 3:00 p.m., is reserved for teacher preparation time. The unit member may utilize personal preparation time off school site.

- 8.3** In case of emergency, the normal work day for teachers may be modified by the District.

- 8.4** The District reserves the right to increase instructional time to whatever extent is or may be required to maximize District State Aid and/or meet state minimums.
- 8.5** Teachers will receive a daily uninterrupted prep period, equivalent to a student period, for grades 6-8.
- 8.6** **ELEMENTARY PREP TIME**
- 8.6.1** Grades TK-5 will have two (2) fifty (50) minute prep periods within the student day, per week, when TK and Kindergarten begin a full day schedule.
- 8.6.2** There shall be forty-five (45) minutes after PLC meetings on Wednesdays reserved for individual preparatory time.
- 8.6.3** The District will make a good faith effort to rotate prep times, and teachers can prearrange a switch in prep, in consultation with the PE teacher and site principal.
- 8.7** When requested, teachers will participate in IEPs and Child/Student Study Team meetings. The principal will work with teachers to determine acceptable dates. These meetings shall not be held on Fridays or on days preceding a holiday, unless mutually agreed-upon by all parties affected by such meetings. The first 60 minutes of such meetings will be considered part of a teacher's professional responsibilities. If the meeting lasts longer than 60 minutes, the additional time may count towards a teacher's 7-hours, according to 8.2.2, or may be paid at the Non-Student Instructional Pay Rate if the 7-hours has been completed.
- 8.8** Part-time employees will remain at the level at which they are originally hired, except as provided below:
- 8.8.1** Said hours may be decreased or increased only after a mutual decision to do so has been reached by both the part-time employee and the District.
- 8.9** Teachers will receive a 44-minute duty-free lunch.

ARTICLE 9 CLASS SIZE

- 9.1** **CLASS SIZES K-3**
- 9.1.1** The District and the Association agree to a collectively bargained alternative class size ratio to implement the Local Control Funding Formula ("LCFF") Class Size Reduction ("CSR") program. Accordingly, school site average class enrollments in TK-3, inclusive, shall not exceed a student-teacher ratio of 27:1.
- 9.1.2** The determination of which classes, teachers and students shall be subject to school site average class enrollments shall be determined in accordance with regulations issued by the California Department of Education (CDE).
- 9.1.3** The parties agree that this negotiated school site average class enrollment limit meets all requirements of law and fulfills LCFF collective bargaining exception requirements to obtain CSR funding.
- 9.1.4** If State regulations are modified in a manner that causes the District to lose its grade span adjustment funding or otherwise incur a financial loss, then the parties agree to immediately meet and renegotiate this provision to avoid that financial loss.

9.1.5 This provision shall remain in effect until renegotiated by the District and the Association, or the State of California no longer provides LCFF/CSR funding, or LCFF/CSR funding is changed substantially.

9.2 CLASS SIZES 4-8 School site average class enrollments in grades 4 through 8, inclusive, shall not exceed a student-teacher ratio of 28:1; however, from time-to-time there may be a need to exceed the desired maximums due to financial constraints. The school site average ratio of students to teachers shall be calculated in grades 4-8, inclusive, in the same manner as class enrollments are calculated for grades TK-3, as set forth above.

9.3 BALANCING CLASS SIZES If, after October 1, class sizes at any grades (K-8) are not balanced within a grade/subject area by more than 5 students per class, the District will make every effort to address the imbalance within ten (10) school days.

9.4 PHYSICAL EDUCATION Physical Education classes shall be exempt from the provisions of this Article with the exception of TK-1st which would have additional supervisory support added as soon as practical when classes exceed 22:1.

ARTICLE 10 VACANCIES, TRANSFERS, AND REASSIGNMENTS

10.1 VACANCIES/TRANSFERS

10.1.1 Vacancies – A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created unit position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the District. The District will electronically notify the Association and all unit members of vacancies in time for eligible certificated employees to apply. The notice shall contain the following:

- a. A closing date which is at least five (5) working days following the posting date.
- b. A job description.
- c. Qualifications necessary to meet the requirements of the position.

No assignment to fill the vacancy or newly created position shall be made until after the posted closing date.

10.1.2 The District shall, upon receipt of an electronic request sent from a unit member's personal email address, notify the unit member during summer recess or period of leave of any posted unit openings which may arise during the summer recess or period of leave by sending an email to the employee's personal email address.

10.1.3 Teachers presently working for the District who are qualified to fill a vacancy will be considered priority applicants

10.1.4 The District shall, upon request of the unit member, give written reasons for the unit member not receiving the vacancy.

10.1.5 A voluntary request for a transfer or reassignment shall not be denied arbitrarily, capriciously, or without basis in fact.

10.1.6 A unit member must follow District procedures in order to be considered for any vacancies.

10.1.7 Unit members who are transferred/reassigned/or move rooms during the current school year or within five (5) days before the first non-student day of the next school year shall be allowed up to 3 substitute days, which may also include packing, unpacking and organizing, prior to the effective date of the

transfer/reassignment/room change. No compensation will be provided for moves over the summer. The District shall provide assistance in moving.

10.2 INVOLUNTARY TRANSFERS/REASSIGNMENTS

- 10.2.1** A reassignment is a change in assignment at a school site. A transfer is a change from one school site to a different school site. Transfers and reassignments can be done voluntarily or involuntarily.
- 10.2.2** The District shall seek and consider volunteers prior to making an involuntary transfer/reassignment. An involuntary transfer or reassignment shall not be made arbitrarily, capriciously, or without basis in fact.
- 10.2.3** When an involuntary transfer or reassignment is necessary, the administrator shall meet with the affected unit member and explain the reasons for the transfer or reassignment. If requested, the unit member shall receive written reasons for the transfer or reassignment.
- 10.2.4** The District will notify current teachers of the following year's tentative assignment by May 15; however, nothing in the District's notice shall prevent the District from changing the assignment after May 15 if needed.
- 10.2.5** If a teacher is to be involuntarily reassigned for the upcoming school year, the District will notify the teacher as soon as feasible after the final reassignment decision has been made. If practical, the involuntarily reassigned teacher will be included in any planning days related to the new assignment.
- 10.2.6** Unit members returning from leave shall be afforded all rights provided under this section.

10.3 SENIORITY

- 10.3.1** Seniority date is established by the first date of paid service for the district. An unprotected leave of absence establishes a break of service and does not receive credit towards seniority.
- 10.3.2** Seniority shall be a determining factor in granting all transfers, assignments, and reassignments.

ARTICLE 11 EVALUATION PROCEDURES

11.1 TEACHER PERFORMANCE – EVALUATION AND ASSESSMENT GUIDELINES

- 11.1.1** The District shall evaluate employee performance as it reasonably relates to the following provisions from Education Code Section 44662 (Stull Act):
 - a. The progress of pupils toward the standards of expected pupil achievement at each grade level in each area of study as established by the District.
 - b. The instructional techniques and strategies used by the employee.
 - c. The employee's adherence to curricular objectives.
 - d. The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
- 11.1.2** The evaluator may include informal observations.
- 11.1.3** The evaluation of employee performance shall not include the use of publishers' norms established by standardized tests.
- 11.1.4** Nothing in this section shall be construed as limiting the authority of the District to develop and adopt additional evaluation and assessment guidelines or criteria.

- 11.1.5** All negative findings during informal observations must be discussed with the evaluated teacher and ample time allowed for the evaluated teacher to work towards correcting the negative findings before this information can be used to support a formal observation.
- 11.1.6** Forms used for evaluations are attached as Appendix G.
- 11.1.7** If the unit member disagrees with the final *Summative Evaluation of Teaching Performance* (Form 5), he/she may write a response to be received by June 30, unless both parties agree to an alternate date, to be attached to the evaluation form prior to placement in the unit member’s personnel file.

11.2 FORMAL EVALUATION

11.2.1 Frequency

- a. A probationary teacher shall be formally evaluated every year.
- b. A permanent teacher shall be formally evaluated every other year, unless there is evidence through yearly observations that a permanent teacher does not meet or exceed the District’s expectations as delineated on the Evaluation Summary [Form 5], in which case the permanent teacher shall be evaluated every year until the teacher receives a meets or exceeds overall summative evaluation rating.
- c. Permanent unit members who received a “meets” or “exceeds” the District’s evaluation standards on their last evaluation will have the option, at the request of the teacher or the evaluator made prior to September 15 of the evaluation year, of being evaluated using an alternative evaluation process. The evaluator and the teacher will meet to develop evaluation guidelines, time lines, forms, and protocols. If a written, signed agreement is not reached regarding evaluation guidelines, time lines, forms, and protocols for that year’s evaluation by October 1, the evaluation will proceed using the evaluation forms, time lines, and procedures contained in this Agreement.
- d. Permanent teachers who have at least ten (10) years of experience with the school district, are Highly Qualified, and who have met or exceeded standards at their last evaluation, may be evaluated at least one (1) time every five (5) years, with the concurrence of their immediate supervisor, and formally observed at least one (1) time within the evaluation year.
- e. Temporary teachers shall be formally evaluated if they serve 90 or more school days in a single school year.

11.2.2 Observations

- a. A “formal observation” includes a pre-observation conference between the evaluator and the evaluatee prior to a scheduled observation of not less than thirty (30) minutes. Following the observation, the evaluatee shall receive a written response within ten (10) working days. (Form 4)
- b. An “informal observation” is defined as an informal visit to the classroom by the principal or superintendent. Informal classroom observations should occur frequently each year, and the evaluatee shall receive feedback from each informal observation. (Form 3 may be used.)
- c. Each formal observation shall be at least thirty (30) consecutive minutes in length (Form 4).
- d. If the evaluator addresses performance concerns in the *Formal Observation Notes* (Form 4) for a permanent teacher, a second scheduled observation shall occur before March 1st.

- e. At the conclusion of the Post-Observation conference, the unit member shall sign and date the *Formal Observation Notes* (Form 4). If the unit member disagrees with *Formal Observation Notes* (Form 4), he/she may write a response within 15 days to be attached to the form prior to placement in the unit member's personnel file.

11.2.3 Time Lines

By September 15	An employee will be notified if they are to be evaluated that year. The teacher or evaluator may request an alternative evaluation process.
By October 1	An employee to be evaluated shall be advised of the criteria upon which the evaluation is to be based and notified of the identity of his/her evaluator.
By October 15	The employee being evaluated and the evaluator shall mutually decide when the first pre-observation conference and formal observation shall occur.
By December 1	Probationary/Intern teachers shall have the first formal observation completed.
By January 31	Probationary/Intern teachers shall have the second formal observation completed.
By February 1	Permanent teachers being evaluated shall have at least one formal observation completed.
By March 1	Probationary/Intern teachers shall have the third formal observation completed.
30 calendar days before the last day of school	The final evaluation shall be reduced to writing and a copy transmitted to the employee.
Before the last school day	At the request of the employee, a meeting shall be held between the employee and the evaluator to discuss the evaluation.
Note:	Temporary teachers shall have one formal observation for each 90 school days of work.

11.2.4 Focus Areas

- a. Temporary and probationary teachers shall be evaluated on all six Keyes Union School District California Standards for the Teaching Profession.
- b. Permanent teachers shall be evaluated on two (2) criteria each from:
 - one (1) standard selected by the teacher, with criteria selected by the teacher,
 - one (1) standard selected by the administrator, with criteria selected by the administrator,
 - one (1) standard mutually agreed upon, with the criteria mutually agreed upon,
 - Standard 1, with the criteria mutually agreed upon, for a total of eight (8) criteria.

11.3 PERFORMANCE

- 11.3.1** If a permanent employee receives a "Needs Improvement" on the *Summative Evaluation of Teaching Performance* ("Needs Improvement" on two or more standards or "Needs Improvement" on one or more and "Unsatisfactory" on one), he/she will be placed on a *Teacher Improvement Plan* (Form 6) for the following

school year. Each standard receiving a “Needs Improvement” or “Unsatisfactory” rating will be addressed in the *Teacher Improvement Plan* (Form 6). If a permanent employee receives a “Needs Improvement” on the *Summative Evaluation of Teaching Performance* during the subsequent year, he/she will be referred to the PAR panel if the PAR process is operative in that year.

11.3.2 A permanent employee receiving an “Unsatisfactory” summative evaluation (“Unsatisfactory” on two or more standards), will be referred to the PAR panel if the PAR process is operative in that year.

11.3.3 The evaluator shall take positive action to assist the employee in correcting any cited deficiencies, without cost to the employee. The evaluator’s role to assist the employee shall include, but not be limited to the following:

- a. Specific recommendations for improvement.
- b. Direct assistance to implement such recommendations.
- c. Time schedule to monitor progress.

11.3.4 It is the responsibility of the employee to utilize the recommendations and assistance provided by the District to remediate the identified deficiencies.

11.4 SUMMARY

In preparing the evaluation summary for placement in the employee’s file, the evaluator shall rely primarily upon data collected through formal classroom observation and evaluation conferences.

11.5 ACCOUNTABILITY

An employee shall not be held accountable for any aspect of the educational program which he/she has no authority to resolve.

11.6 EVALUATOR

Teachers shall not be used to evaluate other teachers.

11.7 GRIEVABILITY

Teachers may not grieve the substance of their evaluations but shall have the right to grieve procedural violations.

ARTICLE 12 PEER ASSISTANCE AND REVIEW

12.1 PROGRAM COMPONENTS

12.1.1 The purpose of this Program is to provide assistance, renew quality teaching and offer remediation to permanent teachers whose composite performance has been evaluated as ‘unsatisfactory’ in either or both teaching methods and instruction by the principal or designated evaluator. (A “Composite Unsatisfactory” is defined as receiving a majority of unsatisfactory marks on the assessment instrument.)

Teachers recommended to the program are viewed as valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement. It shall be the obligation of the Peer Assistance and Review Panel to report the results of this intervention to the Board of Education of the District.

12.1.2 Assistance provided by the peer coach shall focus on the specific areas recommended for improvement by the participating teacher’s evaluator based upon the composite unsatisfactory rating in the performance evaluation that resulted in the referral to the PAR program.

12.1.3 Assistance and remedial efforts and activities shall be multifaceted, and shall be preceded by a conference in the spring of the year when the teacher receives the composite unsatisfactory evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and a peer coach to begin the development of the Individual Assistance Plan. If the permanent teacher so desires, the Association shall provide representation at this meeting.

12.1.4 The course of assistance shall include one or more of the following:

- a. Multiple classroom observations by the peer coach.
- b. Assistance specific to the area of teaching methodology or instruction, or other areas deemed in need of assistance by the peer coach during the period of assistance.
- c. Opportunities for the teacher receiving assistance to observe exemplary practice, either by the peer coach or other exemplary teachers.
- d. District-provided professional development opportunities.
- e. Conference attendance, often in the company of the peer coach, to facilitate reflection on how this experience fits into the Individual Assistance Plan.

12.2 PEER ASSISTANCE AND REVIEW PANEL

12.2.1 The PAR panel shall consist of three (3) members. Two (2) members chosen by the association and the remaining one (1) shall be a certificated administrator selected to serve on the panel by the superintendent. Decisions shall be made by consensus when possible. Should a vote be required, action hinges upon an affirmative vote of at least two of the members.

12.2.2 Teacher panel members will be selected by July 1st of each year and serve staggered terms of three years. Starting with the first year, one (1) teacher shall serve for two (2) years and one (1) teacher shall serve for three (3) years.

12.2.3 The PAR panel will established the meeting schedule. To hold meetings, all members of the PAR panel must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the panel will be released from their regular duties without loss of pay. If required and approved by the Superintendent that the panel's responsibilities extend beyond the regular workday, the panel teachers shall be compensated at their hourly rate of pay (not at the curriculum rate). In addition, teacher panel members will receive a stipend of \$500.00.

12.2.4 Teachers who serve as panel members must be credentialed teachers with at least six (6) years of teaching experience in the Keyes Union Elementary School District.

12.2.5 If a member of the Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.

12.2.6 A Panel member shall neither participate in discussion nor vote on any matter in which he or she has a personal conflict of interest.

12.2.7 The PAR Panel responsibilities include:

- a. Establish rules of procedure.
- b. Select chairperson.
- c. Provide annual training for PAR Panel members.
- d. Create an application for Consulting Teachers (initial year of program).
- e. Select consulting teachers and assign them to participating teachers.
- f. Accept referrals for permanent teacher peer assistance from principals or designated evaluators.

- g. Send written notification of participation in the PAR program to the participating teacher, consulting teacher, and the principal or referring evaluator.
- h. Meet to review the work of the coaches with their caseloads.
- i. Review peer review reports prepared by consulting teachers.
- j. Monitor the progress of permanent teacher peer assistance, including making reports to the Board of Education regarding PAR Program participants, and informing the Board of the names of PAR participants who has not demonstrated 'satisfactory improvement' after receiving sustained assistance from a consulting teacher. All reports pursuant to this provision shall be made to the Board no later than March 1st of the school year in which the PAR Program was utilized to assist a teacher.
- k. The Panel shall deliberate whether:
 - 1. The teacher is now 'proficient' in the areas evaluated or
 - 2. Along with input of the consulting teacher that further assistance and remediation will not be beneficial. Written support for this conclusion must be presented to the Panel.
 - 3. The teacher would benefit from another year of participation in the PAR program.
- l. Deliberations of the panel shall be closed and confidential. Panel decisions shall be based on the information provided by the consulting teacher, the evaluator, and the permanent teacher or his/her association representative.
- m. Neither the teacher, consulting teacher, nor evaluator may be present during deliberations of the Panel, which are confidential. The Panel may request additional information from any teacher involved in the Program.
- n. The panel shall report their findings to the Board of Education.
- o. Recommend a budget for the program, subject to Board approval. Expenditures for the PAR program shall not exceed revenues received from BTSA funds that are available through the passage of AB IX without mutual agreement of the parties.

12.3 CONSULTING TEACHER RESPONSIBILITIES

12.3.1 A consulting teacher is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR program. Consulting teachers will possess the following qualifications:

- a. At least six (6) years of recent experience in the District as a teacher.
- b. Demonstrated exemplary teaching ability as per Ed Code 44500.
- c. Extensive knowledge and mastery of subject matter, teaching strategies, instruction techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
- d. Ability to communicate effectively both orally and in writing.
- e. Ability to work cooperatively and effectively with others.
- f. Possess effective leadership skills.

12.3.2 The number of consulting teachers shall be determined by the number of eligible participants in the PAR program. Participating teachers will have a choice between at least two (2) peer consulting teachers.

12.3.3 A consulting teachers' term would be subject to annual evaluation by the Panel. The documentation of such evaluation shall not be made a part of the consulting teachers' personnel file, except upon written request of the individual coach.

12.3.4 Consulting teachers will be selected by the PAR Panel and assigned to assist another teacher who is in need of development of a subject matter knowledge , teaching strategies, teaching methodology or instruction.

12.3.5 Consulting Teacher Selection

- a. A letter of vacancy will be posted at all sites and in the District Office.
- b. Candidates must file an application with the Panel, and include references from at least two (2) people with direct knowledge of the applicant’s ability to be a consulting teacher.
- c. Panel members may observe candidates for consulting teacher performing in their classrooms prior to the selection. Observations will be arranged with the site administrator and the candidate.
- d. The panel may establish additional procedures for selecting consulting teacher, which shall be made known in advance to all candidates.
- e. Selection of a consulting teacher shall be by majority vote of the panel.

12.3.6 Consulting Teacher Responsibilities

- a. Consulting teachers shall have responsibility for up to three teachers, each of whom shall receive a minimum of fifteen hours of assistance per semester.
- b. The consulting teacher and participating teacher shall prepare an Individual Assistance Plan which outlines the assistance to be provided as well as time lines.
- c. Consulting teachers will be trained to both offer peer assistance and to understand the specific functions of the PAR program.
- d. A consulting teacher will provide assistance to a participating teacher in improving instructional performance. This assistance will typically include:
 1. Meet and consult with evaluator of the referred teacher at the beginning of the assistance program to discuss the areas of concern.
 2. Conduct multiple observations of the participating teacher during periods of classroom instruction.
 3. Demonstrate good practice to the participating teacher.
 4. Use school district resources to assist the participating teacher.
 5. Monitor the progress of the participating teacher and maintain a written record.
 6. Make status reports to the PAR panel.

12.3.7 In addition to regular salary, a consulting teacher will receive a stipend equal to \$2000 for each assigned participating teacher and \$500 for each volunteer participant approved by the panel. In the event that a consulting teacher is required to work beyond the regular work year, he/she will be compensated at their hourly rate of pay (not at the curriculum rate).

12.4 PERMANENT TEACHER DUE PROCESS RIGHTS

12.4.1 A participating teacher is a unit member who receives assistance and coaching to improve instructional skills and classroom management. Unit members who receive a composite unsatisfactory will be required to participate in the PAR program as an intervention.

12.4.2 The participating teacher has the right to meet with the PAR council to choose between a minimum of two available consulting teachers.

12.4.3 The participating teacher shall be entitled to review all reports generated by the consulting teacher prior to their submission to the panel and to have his/her comments affixed. The consulting teacher will provide the permanent teacher being

reviewed with copies of the reports at least five (5) working days prior to any such meeting.

12.4.4 The permanent teacher shall have a right to be represented in any meetings of the panel to which they are called. They shall be given a reasonable opportunity to present his or her point of view concerning any report being made.

12.4.5 The permanent teacher shall have the right to timely progress reports.

12.5 VOLUNTEER TEACHER PARTICIPANTS

12.5.1 A permanent teacher who seeks to improve his/her teaching performance may choose a consulting teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the consulting teacher will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The teacher may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

12.5.2 Unless requested by the teacher, information obtained by the consulting teacher while working with the teacher can not be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR program.

12.6 MISCELLANEOUS PROVISIONS

12.6.1 Funds shall be set aside to allow for release days and/or conferences as developmental tools for teachers and consulting teachers assigned to the Program.

12.6.2 It is the intent of the District and Association that this Article remain in effect for as long as specific state funding for the California Peer Assistance and Review Program for Teachers is received by the District. If state funding for the PAR Program is eliminated, this Article shall expire and have no force or effect without the need for further action by either the District or the Association. The District shall notify the Association in writing that the PAR Program has been eliminated.

12.6.3 The District and Association agree that this Article shall be reopened if either the Education Code Section 44500 et. Seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement.

12.6.4 Governing Board Review of Recommendations by Panel: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of, and/or decision to retain in employment, any probationary or temporary certificated employee.

12.6.5 Retention of Education Code Rights: Nothing herein shall modify in any manner the rights of the Governing Board/District or teacher under provisions of the Education Code relating to employment, classification, retention or non-reelection of certificated staff.

a. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.

12.6.6 Hold Harmless: The District shall hold harmless and provide a defense to the Association and association members for any liability arising out of their participation in this Program as provided by Education section 44503 and all legal costs for the above will be borne by the District.

- 12.6.7** Confidentiality: All proceedings and materials related to the administration of the program shall be strictly confidential. Therefore, Panel members and coaches may disclose such information only as necessary to administer the Program.
- 12.6.8** Records: Documents and writing relating to an employee's participation in the PAR program are to be regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et. seq.)
- 12.6.9** Non-Management/Supervisory Status: Functions performed by teacher Panel members and/or peer coaches pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

**ARTICLE 13
PERSONNEL FILES**

- 13.1** There shall be a single personnel file for each unit member. Personnel files shall be kept in the District Office.
- 13.2** Materials in the personnel file of an employee that may serve as a basis for affecting the status of his/her employment are to be made available for the inspection of the person involved by his/her request, within twenty-four (24) hours of said request.
- 13.3** This material is not to include ratings, reports, or records that were:
 - 13.3.1** obtained prior to the employment of the person involved;
 - 13.3.2** prepared by identifiable examination committee members;
 - 13.3.3** obtained in connection with a promotional examination.
- 13.4** Every employee shall have the right to inspect these materials upon request, within twenty-four (24) hours of said request, provided that the request is made at a time when the person is not actually required to render services to the District. Upon authorization by the unit member, an Association representative may accompany the unit member in his/her review.
- 13.5** Information of a derogatory nature, except material mentioned in **SECTION 13.3** shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.
- 13.6** With the exception of material in **SECTION 13.3** above, unit members shall have the right to receive copies of material placed in their files.

**ARTICLE 14
PERSONAL AND ACADEMIC FREEDOM
(Both parties agreed to remove this article during the 2013-14 Negotiations.)**

**ARTICLE 15
FULL INCLUSION**

- 15.1** Any unit member who will be impacted by the full inclusion should receive prior notification.
- 15.2** Full inclusion exists when pupils with disabilities attend age-appropriate regular education classes in their home school, for the same number of instructional minutes as their peers, with appropriate support and funding. Teachers who have a full inclusion student in their classroom, without the assistance of an instructional aide, will receive a stipend of \$1000, prorated by the portion of the school year that the student is enrolled. A full inclusion student is identified in his/her IEP as a student who is severely handicapped, requires modified academic instruction, and spends half or more of his/her day in a mainstream classroom without an instructional aide. If the student mainstreams to more than one teacher, the stipend will be divided per academic subject area.
- 15.3** Release time of one day per month shall be available to unit members who are teachers of identified full inclusion pupils to provide planning time with support personnel, upon District approval.
- 15.4** Unit members impacted by full inclusion may request specialized training necessary for successful implementation, with release time or compensation at the District's curriculum rate of pay, upon District approval.
- 15.5** The determination of the size of classes with fully included pupils shall take into consideration any extraordinary demands on physical space, unit member contact, and/or unit member supervision.
- 15.6** Unit members whose number of annual duty days is extended – with prior administrative approval – in order to implement a full inclusion program shall be compensated as comp time for those days.

ARTICLE 16 SUMMER SCHOOL

- 16.1** The hourly rate of pay for summer school unit members shall be determined by the District on a yearly basis. In addition to the hourly pay set by the District, the assigned summer school teachers will be allowed one (1) hour of paid preparation once each week.
- 16.2** Regularly employed unit members of the District shall be given preference over teachers outside the District for summer school placement.

ARTICLE 17 LEAVES OF ABSENCE (GENERAL PROVISIONS)

- 17.1** The District may at any time require adequate confirmation of stated reasons for leave requests.
- 17.2** No teacher shall be gainfully employed while on leave of absence status from the District without written District approval.

- 17.3** A teacher returning from a District approved leave of absence shall provide timely notice to the District of the date of expected return. If a teacher is absent in excess of five (5) days for a medical reason, the teacher shall also provide the District with written verification from a medical provider of the employee's fitness to return to work without limitation or accommodation.
- 17.4** The District may require a medical examination by a physician at any time to determine fitness to continue employment or eligibility for leave benefits.
- 17.5** Leaves of absence may be extended only upon approval in writing by the District.
- 17.6** A good faith effort will be made to return the teacher to the same assignment upon completion of leave, subject to the District's assignment policies.
- 17.7** Teachers returning from leave of absence of indefinite duration shall provide notice of return as soon as practicable.
- 17.8** Nothing in this Agreement shall preclude the District from granting or extending leaves for the military, Peace Corps, Teacher Corps, legislative service, community service, etc. not otherwise specified in this Agreement.
- 17.9** A teacher on paid leave of absence shall not be denied appropriate annual salary increments for the period of absence upon return, provided that there has been full compliance with all conditions of such leave.
- 17.10** Part-time teachers shall be entitled to pro-rated benefits as provided for within this Agreement.
- 17.11** Other leaves not otherwise outlined in this Agreement may be granted at any time upon terms and conditions mutually acceptable to the Board and a unit member.

ARTICLE 18 SICK LEAVE

- 18.1** Teachers on ten (10) month contracts shall be entitled to ten (10) days sick leave per year of service due to illness, medical appointments, accident, or quarantine of self, spouse, or dependent children. Any days not used will be accumulated.
- 18.2** In any one (1) school year, after all earned sick leave days at full pay have been used and if additional absence due to illness or accident is necessary, the teacher shall receive the difference between his/her salary and the per diem substitute rate up to a total of five (5) school months, inclusive of the period of sick leave.
- 18.3** At the beginning of each school year, every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. Sick leave shall accrue and be available as of the first work day of that particular year.
- 18.4** If a teacher resigns, retires, or is terminated, and has used more sick leave than was earned, the amount used shall be deducted from the final warrant of the teacher.

18.5 Sick leave benefits shall be prorated for part-time unit members.

18.6 CATASTROPHIC LEAVE

In the event of a catastrophic illness or injury, the District shall provide for the transfer of available sick leave from one employee to another under the provisions of this section.

18.6.1 Catastrophic illness or injury means any illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which requires the employee to take time from work for an extended period of time to care for that family member.

18.6.2 A teacher may contact the Association to request donations of sick leave from other teachers when he/she has exhausted all of his/her sick leave and other paid time off (see **APPENDIX C**).

18.6.3 The Association, on behalf of the teacher, will request donations of sick days from unit members (see **APPENDIX C-1**).

18.6.4 The Association will present to the District a list of teachers willing to donate their sick leave to the requesting member. The list of donors will be presented to the District in the order that the sick days will be deducted. All sick leave donated must be for a minimum of one (1) day per donating member.

18.6.5 The District will provide a form to each donor listed (see **APPENDIX C-1**). The form will be signed by each donating unit member prior to any sick leave being deducted from that teacher. The form shall state the unit member's understanding that once the sick leave day(s) have been transferred, that day (those days) transferred is (are) irrevocable.

18.6.6 Teachers requesting catastrophic leave shall fill out a request form and submit it to the Association (see **APPENDIX C**).

18.7 USE OF SICK LEAVE WHEN A UNIT MEMBER IS ABSENT FOR PART OF A DAY

18.7.1 If an outside substitute is required, the unit member will be charged for either a half-day (3.5 hours) or full-day (7 hours).

18.7.2 If a unit member must be absent for 1 hour or less of contracted (no substitute required) and arranges coverage with another staff member, the unit member may make-up missed contracted time within one week of absence with prior approval of the supervisor. This may not occur more than two (2) times in a school year, and the employee's sick leave balance will be deducted for absences beyond the two (2), rounded to the nearest quarter hour. This section also applies to required meetings during the contractual day.

**ARTICLE 19
PREGNANCY DISABILITY LEAVE**

19.1 Each teacher who is required to be absent from duties because of temporary disability caused by pregnancy, miscarriage, childbirth, and recovery there from shall be entitled to a leave of absence with pay from accumulated sick leave for such absence.

19.2 The determination of temporary disability, the length of the required leave of absence, and the beginning and ending dates of the leave shall be confirmed by the teacher's physician.

- 19.3** All pregnancy disability leave requests must be submitted in writing with a verification statement from a physician regarding the expected date of delivery and the condition of the health of the mother. This should be submitted to the District as soon as practicable, but in no event less than sixty (60) days prior to the expected date of delivery.
- 19.4** A teacher may work up to the time of her delivery, provided that the teacher is in good health and able to perform competently her assigned professional tasks. A teacher must return to work as soon as she is physically able, unless granted an additional leave of absence without pay.

ARTICLE 20 FAMILY AND MEDICAL CARE LEAVE

- 20.1** Unit members who have worked the number of hours required by State and Federal law within the twelve (12) month period prior to requesting FMLA leave, shall be granted, upon request, unpaid leave of absence for up to twelve (12) work weeks within a twelve (12) month period of the purpose of caring for a new baby or a newly adopted baby, or for a child, spouse, or parent with a serious health condition, or for the unit member's own illness. This twelve (12) week period shall begin after a unit member's paid sick leave, including accumulated sick leave, has been exhausted. This leave may also begin after the four (4) month allotment of pregnancy disability leave under Government Coded Section 12945 is exhausted, or at the end of the unit member's period of pregnancy disability, whichever occurs first. However, this leave shall run concurrently with all other leaves, including personal necessity leave and leave compensated by differential pay.
- 20.2** The unit member shall provide reasonable advance notice to the District of the need for a family care leave, the date the leave will commence and the estimated duration of the leave. If the need for a leave is known more than thirty (30) days prior to the date a leave is to begin, the unit member must provide at least thirty (30) days written advance notice of the need for a leave. If the unit member does not have thirty (30) days prior notice, the unit member shall provide reasonable notice.
- 20.3** Verification by his/her physician or licensed medical practitioner may be required by the District to validate the fact of the serious health condition of the child, spouse, parent or unit member. The District may not require the physician or licensed medical practitioner to disclose the nature of the health condition, but may require the confirmation that the family member has a serious health condition requiring the unit member's care.
- 20.4** Family care leave is an unpaid leave of absence, except for days which run concurrently with paid leave. The District shall maintain health insurance benefits at the District's regular contribution level (see Section 27.5) for the duration of the leave taken, not to exceed twelve (12) work weeks in a twelve (12) month period. The District will be entitled to recover benefit premiums paid for the unit member during the leave if the unit member fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that prevents the unit member from returning to duty, except that the unit member remains liable for such premiums if he/she fails to return to work when medically able to do so.

ARTICLE 21
PERSONAL NECESSITY LEAVE

21.1 Personal Necessity Leave Personal Necessity leave requires prior notification. During any school year, a teacher may use up to ten (10) days of current sick leave for Personal Necessity that meets one of the following conditions:

21.1.1 In the event of the death of a member of the immediate family, this leave may be taken upon expiration of bereavement leave. "Immediate family" is defined, in this section, as a spouse, mother (mother-in-law), father (father-in-law), daughter (daughter-in-law), son, (son-in-law), sister (sister-in-law), brother (brother-in-law), grandmother, grandfather, grandchild, aunt, uncle, cousin, or a close friend of the teacher.

21.1.2 The teacher may take this leave in case of an accident involving the teacher or teacher's property, or in the case of an accident or illness involving the person or property of a member of the immediate family as defined in Section 21.1.2 above, if it is of such an emergency nature that the immediate presence of the teacher is required during the work day.

21.1.3 This leave may be taken if appearance in court under an official order as litigant or as a witness is required.

21.1.4 Male teachers will be allowed ten (10) days leave under this section, if such leave is required for matters related to the birth or adoption of a child of said teacher.

21.1.5 The teacher may take this leave for matters that require the immediate presence of the teacher to prevent major economic loss or disruption of the teacher's personal life; and cannot be resolved outside the teacher's work day. Absences due to travel delay, recreation, outside employment, job interview, social occasions, and travel with spouse are examples of absences not eligible for this leave.

21.1.6 Sick days may be taken as Personal Necessity to attend a funeral or memorial service for anyone not covered in bereavement.

21.2 No Tell Days In addition to the use of a teacher's current year's ten (10) day sick leave allotment for Personal Necessity as outlined above, during any school year a teacher may use five (5) of those ten (10) days as "No Tell" days. A "No Tell" day is defined as a day of absence without stipulating the reason for the absence.

21.3 Additional No Tell Days Based on Accumulated, Unused Sick Leave as of June 30 of the prior school year In addition to the ability to use five (5) days of current sick leave as No Tell days:

- a. Teachers with at least thirty (30) but less than fifty (50) days of unused, accumulated sick leave may use one (1) additional day for a total of up to six (6) of those days as No Tell days.
- b. Teachers with at least fifty (50) but less than sixty (60) days of unused, accumulated sick leave may use two (2) additional days for a total of up to seven (7) of those days as No Tell days.
- c. Teachers with at least (60) but less than seventy (70) days of unused, accumulated sick leave may use three (3) additional days for a total of up to eight (8) of those days as No Tell days.
- d. Teachers with at least seventy (70) but less than eighty (80) days of unused, accumulated sick leave may use four (4) additional days for a total of up to nine (9) of those days as No Tell days.

- e. Teachers with eighty (80) or more days of unused, accumulated sick leave may use five (5) additional days for a total of up to ten (10) of those days as No Tell days.

21.4 Additional No Tell Days Based on Years of Service In addition to the guidelines set forth in 21.2 and 21.3:

- a. If a teacher has been employed by the District at least twenty-five (25) but less than 30 years, the teacher shall be entitled to use an additional four (4) No Tell days from the teacher's accumulated, unused sick leave.
- b. If the teacher has been employed by the District thirty (30) years or more, the teacher shall be entitled to an additional six (6) No Tell days from the teacher's accumulated, unused sick leave.

21.5 Notice Requirements Unit members shall submit written notification for Personal Necessity and No Tell leave usage to their immediate supervisor at least twenty-four (24) hours prior to the beginning of the absence, except where extenuating circumstances make advance notice impossible. A District provided Personal Necessity/No Tell Leave form shall be completed in the manner specified by the District. The form may be emailed to the teacher's immediate supervisor or submitted in person.

21.6 Pay Deduction Teachers shall be responsible for ensuring they have Personal Necessity or No Tell days available for use. If a teacher uses a Personal Necessity or No Tell day in excess of days for which they are eligible, the District shall be authorized to deduct the per diem amount from their pay.

ARTICLE 22 BEREAVEMENT LEAVE

22.1 Teachers are entitled to three (3) days leave without loss of pay in case of death of any member of the immediate household. "Immediate household" is defined, in this section, as a spouse, mother (mother-in-law), father (father-in-law), daughter (daughter-in-law), son, (son-in-law), sister (sister-in-law), brother (brother-in-law), grandmother, grandfather, or grandchild of the teacher, or a person residing in the household of the teacher, or a person over whom the teacher has power-of-attorney. The above designations include step family relationships.

22.2 Two (2) additional days may be taken if travel of more than three hundred (300) miles one way is required.

22.3 Allowable leave shall not be accumulated from year to year. The leave under these rules and regulations shall commence on the first day of absence.

ARTICLE 23 INDUSTRIAL ACCIDENT/ILLNESS LEAVE

Pursuant to the provisions of Education Code Section 44984, teachers shall be provided leave of absence for industrial accident or illness under the following rules and regulations.

23.1 The accident or illness must have arisen out of and in the course of employment of the unit member, and must be accepted as a bona fide injury or illness arising out of and in the course

of employment by the State Compensation Insurance Fund or Successor.

- 23.2** Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, not to exceed sixty (60) working days in any one fiscal year.
- 23.3** Allowable leave shall not be accumulated from year to year. The leave under these rules and regulations shall commence on the first day of absence.
- 23.4** When a unit member is absent from duty on account of industrial accident or illness, the teacher shall be paid such portion of the salary due for any month in which absence occurs as -- when added to the teacher's temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code -- will result in payment to the employee of not more than full salary.
- 23.5** Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of temporary disability indemnity award.
- 23.6** When an industrial accident or illness leave extends into the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him / her for the same illness or injury.
- 23.7** During any paid leave of absence, the teacher shall endorse to the District the temporary disability indemnity checks received on account of his / her industrial accident or illness. The District, in turn, shall issue the teacher appropriate salary warrants in payment of the teacher's salary and shall deduct normal retirement and other authorized contributions.
- 23.8** Any teacher receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 23.9** Upon termination of the industrial accident or illness leave, the teacher shall be entitled to the benefits provided for sick leave (Education Code Section 44984), and his / her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the teacher continues to receive temporary disability indemnity, he / she may elect to take as much of his / her accumulated sick leave which -- added to his/her temporary disability indemnity -- will result in payment to him/her of not more than his / her full salary.

ARTICLE 24 JURY DUTY/WITNESS LEAVE

- 24.1** The District shall grant leaves of absence with pay for jury duty.
- 24.2** This provision would apply to teachers who are subpoenaed to testify in hearings involving students of the District.
- 24.3** Teachers called for jury duty shall notify their immediate supervisor immediately upon receipt of the jury summons. Notification of return shall be as soon as practicable.
- 24.4** Any fees paid for jury duty, minus mileage, shall be endorsed to the District.

**ARTICLE 25
BUSINESS LEAVE**

- 25.1** A teacher who has thirty (30) days of accumulated sick leave at the beginning of a school year shall be eligible for one (1) day of personal business leave requiring the teacher's presence. The teacher shall pay the cost of the substitute. Such leave shall be non-accumulative, and may not be used to extend or in lieu of such leave, to extend vacations, or to delay or shorten the teacher's work year. Except in an emergency, twenty-four (24) hours advance notice is required.

**ARTICLE 26
SALARIES**

26.1 GENERAL PROVISIONS

- 26.1.1** Bargaining unit members that are regular teachers shall be paid in accordance with the salary schedule attached as Appendix A, and the stipend schedules as Appendix B and B-1.
- 26.1.2** New teachers hired by the District shall be entitled to year-for-year eligible prior service credit and shall not be subject to the ten (10) year limit.
- 26.1.3** Part-time teachers shall be paid at a pro rata salary, based upon the proportion of the total working time of the part-time teacher's hours to the total working time of regular teachers. In case the total working time of regular teachers varies, the District may exercise its discretion in selecting the working time to be used in computing pro rata pay.
- 26.1.4** Part-time teachers shall advance one step on the salary schedule for each full-time year of experience, but part-time teaching in the District (excluding substitute teaching) shall be cumulative. A full year of experience shall be consistent with Article 7.

26.2 PLACEMENT ON THE SALARY SCHEDULE

- 26.2.1** Placement on the salary schedule is based upon semester and/or converted quarter units, received after the date of receiving the BA/BS degree and verified by official transcripts.
- 26.2.1.1** Any teacher who does not possess a preliminary or clear California teaching credential and has been newly hired will be placed in the Column A (e.g. Internship or Pre-Internship credential holders, teachers with a Provisional Internship Permit ("PIP"), a Short-term Staff Permit ("STIP"), or an emergency permit. In addition, any teacher who possesses a valid preliminary or clear California teaching credential but less than 24 units above a BA shall be placed in Column A. Only teachers with a valid preliminary or clear California teaching credential and at least 24 units above a BA shall be placed in Column B and be eligible for subsequent column advancement.
- 26.2.2** Only units received after the BA/BS degree are acceptable for original placement on the salary schedule, and must be verified by official transcript. All courses taken, following original placement on the salary schedule, must receive prior District approval.
- 26.2.3** Only grades of "C" or better, or "Pass" in a Pass/Fail course, are acceptable.

- 26.2.4** For an employee to take college/university coursework to advance to a higher column on the salary schedule, he/she must turn in a “Course Enrollment Request for Salary Column Advancement” (See Appendix D) and have it approved by his/her supervisor before taking the course.
- 26.2.5** The units must clearly and substantially be supportive of the teacher’s professional growth.
- 26.2.6** Units which substantially duplicate other units will not receive salary credit.
- 26.2.7** In order to qualify for a higher column on the salary schedule, an employee must file a “Request for Change of Salary Column” (Appendix E) by April 1 for the subsequent year. If this form is turned into the District Office after April 1, the salary column advancement will not take place until the subsequent school year. For salary increases effective July 1 official transcripts must be received by August 1 or, if official transcripts are not available by August 1; unit members may turn in an appropriately signed and dated course completion verification form from the accredited college or university to indicate that the course has been successfully completed. The verification form must be turned in by August 1. It is the responsibility of the employee to provide official transcripts as soon as possible but, in all events, no later than October 1. Official transcripts supporting the column change and/or completion of Master’s Degree must be received by the Payroll Office for any salary increase to be effective. If official transcripts are not timely delivered to the District, the salary increase shall be denied or, if previously granted, shall be eliminated through future payroll deductions.
- 26.2.8** Only those credits/units from an accredited college or university which have been pre-approved and been earned after graduation with a BA/BS degree may be counted for progression to the next column on the certificated salary schedule. Extended education courses or on-line courses offered through accredited schools meeting the above criteria, are acceptable. Courses must be upper division or graduate level, except that community college or lower division courses may be approved by the supervisor if they relate to the teacher’s current or anticipated assignment or District needs.
- 26.2.9** Teachers may not use units/credits earned for salary column advancement when the District pays for the class, and/or gives release time, and/or pays the teacher to attend, unless the units/credits are earned for work completed outside the class.

26.3 STIPENDS

26.3.1 The stipends listed in Appendix B and B-1 (and any future stipends) will be made available to all unit members every year and, to the extent noted on Appendix B-1, shall be increased by the same percentage amounts applied to increases on the salary schedule attached as Appendix A, rounded to the nearest dollar. Stipends shall be paid in the manner required by the law and CalSTRS.

26.2.8.1 Multi-graded sports will include two stipends if the number of participating athletes is twenty (20) or more during the first four consecutive weeks of the season. In the event a second coach is not hired, he/she will receive both stipends.

26.2.8.2 If a K-8 teacher (other than a special education teacher) is assigned a combination class and is required to prepare for more than one grade in two or more core academic areas (language arts, math, science, history/social science), the combination class stipend will be paid. A

teacher's pay will be prorated if a combination class is taught for less than a full year.

- 26.2.8.3** Principal's Designee (as long as a teacher is filling this role) – Duties include scheduling appointments for Child Study Team Meetings and I.E.P.'s, leading the meetings, and writing reports regarding the team's discussions and decisions;
- 26.2.8.4** The stipend for Teacher-in-Charge will be paid for the following duties:
 - a. When released from classroom responsibilities: supervise before school, recess/break, lunch, and after-school dismissal; handle behavior issues that arise before, during, and after the school day; write a written report of the day's events for the principal; and complete other duties as assigned.
 - b. When not released from classroom responsibilities: handle behavior issues needing immediate attention; write a written report of the day's events for the principal; and complete other duties as assigned.
- 26.3.8.5** Teachers who fulfill the position of grade level representative, selected by the principal, on the Leadership Team will receive a \$200 stipend for each year of service.

26.4 "BUY-OUT" OF TEACHER PREP TIME

- 26.4.1** The District may "buy out" a teacher's preparation period at grades 6-8 when a teacher is needed to teach an additional period as a regular assignment (not period subbing) during his/her preparation time. The "buy-out" will be at 1/7th of that teacher's contract rate. The teacher must be in agreement, but the District has the sole discretion to make this offer as needed and to withdraw it if the need no longer exists.
- 26.4.2** The District may "buy out" a teacher's preparation time at grades K-5 for grade level or department meetings, professional development, or other meetings called by the principal on Wednesdays which take place during his/her preparation time. The teacher shall be paid at the Non-Student Instructional Pay Rate for each preparation period worked.
- 26.4.3** The District may "buy out" a teacher's preparation time at grades K-8 if the teacher is needed on an occasional basis to fill-in/substitute for another teacher during his/her preparation time. The teacher shall be paid at the Student Instructional Pay Rate for each preparation period bought out.
- 26.4.4** In an effort to compensate a teacher or teachers who are required to take additional students into their classroom due to a substitute not being available (scheduled and cancelled, scheduled and no show, scheduled and not picked up) the affected teachers would share a twenty dollar (\$20.00) per hour extra duty stipend when submitted on a properly completed extra duty timesheet.

26.5 STUDENT INSTRUCTIONAL PAY RATE

The District will pay thirty-five dollars (\$40.00) per hour for time teachers are instructing students beyond the regular work day/work year. The amount of paid preparation time is to be specified by the supervisor.

26.6 NON-STUDENT INSTRUCTIONAL PAY RATE

The District will pay twenty-five (\$30.00) per hour for unit members who perform District approved curriculum development or other approved non-student instructional work beyond the regular work day/work year.

26.7 VOLUNTARY PROFESSIONAL DEVELOPMENT

Unit members who, at District request, voluntarily attend a professional development workshop/in-service will be compensated for each seven (7) hour workshop/in-service they attend outside the normal work day and work year at a rate of three hundred and fifty dollars (\$350.00) for each full day of attendance. Unit members who attend only part of a District assigned professional development workshop/in-service will receive pro rata pay.

26.8 VOLUNTARY PROFESSIONAL DEVELOPMENT ATTENDANCE

A unit member who requests to attend a professional development workshop/in-service outside the normal work day and work year, may attend without pay. Upon request, the District may pay for the registration and other out-of-pocket costs that may be incurred by the unit member.

26.9 NEGOTIATION OF FUTURE SALARY INCREASES The District will make a good faith effort to negotiate future salary increases.

**ARTICLE 27
INSURANCE BENEFITS**

27.1 The District shall make available insurance policies for health, dental, and vision benefits.

27.2 Part-time teachers shall receive insurance benefits on a pro rated basis.

27.3 Unless the Board otherwise agrees, teachers on unpaid leaves of absence shall not be entitled to District contributions toward insurance benefits commencing with the first day of the month after the unpaid leave begins; however, teachers on unpaid leaves of absence shall be entitled, at the teacher's sole cost and expense, to purchase insurance benefits through the District's benefit providers during the period of the unpaid leave. Neither the District nor the Association shall have any responsibility or liability for any costs incurred by a teacher during an unpaid leave if the teacher fails to purchase insurance coverage during the period of the unpaid leave.

27.4 The District retains the right to change carriers when, in the opinion of the Board of Trustees, such change would be in the best interests of the District and the employees. Changes in carriers could result in participation in an HMO.

27.5 The District shall contribute a maximum of six thousand four hundred and eighty dollars (\$6,480) per year (five hundred forty dollars (\$540) per month/12 month basis) for the benefit plan chosen by the employee. All costs incurred by employees in excess of the District's monthly contribution shall be paid by employees through monthly payroll deductions.

**ARTICLE 28
SAFETY CONDITIONS OF EMPLOYMENT**

- 28.1** The District will make a reasonable effort to provide for each teacher’s safety. Unit members shall not be required to work in proven unsafe conditions or to perform tasks that endanger their health or safety, as verified by the District.
- 28.2** Any teacher who observes a working condition deemed unsafe by the teacher shall report such condition immediately to his/her immediate supervisor. Upon verification, the District shall eliminate or correct any unsafe or hazardous condition.
- 28.3** All teachers will report any suspicious objects. No teacher shall be required to search for a bomb or any other suspicious objects.
- 28.4** No unit member, with the exception of a nurse, shall be required to perform specialized health care or intimate personal hygiene procedures. Unit members may be requested to do student head checks for pediculosis, but are not required to do so.
- 28.5 SAFETY CONDITIONS OF EMPLOYMENT**
- 28.5.1** A student who commits assault and/or battery upon a teacher or threatens assault and/or battery upon a teacher who is in the performance of duties shall be disciplined according to the California Education Code. The student so disciplined may be readmitted to class after considering whether returning would constitute a further threat to the safety of the teacher and/or students. The principal shall first obtain and consider the recommendation of the teacher assaulted prior to making the decision to readmit the student.
- 28.5.2** No teacher shall suffer loss of salary or reduction of leave if the teacher is absent to appear before a judicial body or legal authority in an action resulting from school business.
- 28.5.3** For evening functions, the District shall take reasonable precautions to help ensure a safe school site.

**ARTICLE 29
CLASSROOM BUDGETS**

- 29.1** Each classroom teacher will annually receive a minimum of \$450 per year. If the teacher has more than twenty eight (28) students on CBEDS Day in early October, they will receive an additional \$20 per student for each student over twenty eight (28).
- 29.2** The District will provide new teachers with the standard classroom furniture, equipment, and supplies specified in Appendix F. In addition to the classroom supplies budget, teachers moved to new classrooms that are not set up for that teacher’s grade level assignment, shall receive up to \$200 for needed classroom supplies and materials which shall be purchased following prior consultation with the principal.

**ARTICLE 30
MISCELLANEOUS**

- 30.1** If any provision of the Agreement is held to be contrary to law by a court of competent jurisdiction or the Public Employment Relations Board (“PERB”), such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

- 30.2** This Agreement supersedes any rules, regulations, or practices of the District which are, or may in the future, be contrary to or inconsistent with its terms.
- 30.3** Upon request, the District and Association will consult on matters of mutual concern.
- 30.4** Upon request, each teacher will have the opportunity each year to observe in another classroom up to one day per year as a form of in-service training in a classroom(s) approved by the principal.
- 30.5** If the Board approves a year-round schedule, the Association shall have the right to open negotiations and bargain on issues relating to year-round schools.
- 30.6** Upon appropriate written authorization from the teacher and approval by the District, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit unions, savings, and bonds. Other deductions must be approved by the District.

APPENDIX A



KEYES UNION SCHOOL DISTRICT TEACHER SALARY SCHEDULE 2018-2019 2% Increase

Step	A BA + 12	B BA + 24	C BA + 36	D BA + 48	E BA + 60	F BA + 72	G BA+72/MA SLP
1	49,827	51,337	52,848	54,358	55,868	57,379	60,335
2	52,092	53,602	55,113	56,623	58,133	59,644	62,600
3	54,357	55,867	57,377	58,888	60,398	61,908	64,865
4		58,132	59,642	61,153	62,663	64,173	67,130
5		60,397	61,907	63,418	64,928	66,438	69,395
6		62,662	64,172	65,682	67,193	68,703	71,660
7		64,927	66,437	67,947	69,458	70,968	73,924
8		67,192	68,702	70,212	71,722	73,233	76,189
9		69,456	70,967	72,477	73,987	75,498	78,454
10		71,721	73,232	74,742	76,252	77,763	80,719
11		73,986	75,497	77,007	78,517	80,027	82,984
12		76,251	77,761	79,272	80,782	82,292	85,249
13			80,026	81,537	83,047	84,557	87,514
14-17			82,291	83,801	85,312	86,822	89,779
18-21						89,087	92,043
22-24						91,352	94,308
25-29						93,617	96,573
30						95,882	98,838

Historical Notes:

Board Approved: PENDING

Effective: Jul 01, 2018

- 2018-19 Schedule reflects a 2% increase.
- 2016-17 Schedule reflects a 4% increase, with 0% for 2017-18 (2-yr agreement)
- 2015-16 Salary schedule reflects a 5.55% increase, includes increase from 182 to 183 workdays/annually.
- 2014-15 Salary schedule reflects a 4.0% increase.
3.45% in COLA, 0.55% to increase from 181 to 182 workdays/annually
- 2013-14 Salary schedule reflects 2.5% increase
- 2011-12 Salary schedule reflects reinstatement of 4 furlough days
- 2010-11 Salary schedule reduced by 4 furlough days
(177 workdays: 1 commencement day, 3 student days)
- 2008-09 Salary schedule reflects 5.30% increase:
3.0% in COLA, 2.3% redistribute CLAD stipend on salary schedule
- 2006-07 Salary schedule reflects 5.92% increase
- 2005-06 Salary schedule reflects 6.23% increase

APPENDIX B

KEYES UNION SCHOOL DISTRICT CERTIFICATED STIPENDS AND OTHER RATES OF PAY 2018-19 FIXED RATE

ARTICLE	JOB TITLE	RATE	EFF DATE	APPROVED DATE
12.2.3	PAR Panel Member	\$ 500.00 per year	7/1/2014	10/8/2014
12.2.7	PAR Consulting Teacher	\$2,000.00 per year - assigned \$ 500.00 per year - volunteer	7/1/2014	10/8/2014
15.2	Inclusion Teacher	\$1,000.00 per year	7/1/2014	10/8/2014
26.3.1.4	Teacher in Charge sub for administrator	\$ 50.00 per day	7/1/2014	10/8/2014
26.3.8.5	Leadership Team	\$ 200.00 per year	7/1/2014	10/8/2014
26.4.3	Substitute Teacher (internal) sub for Certificated Colleague	\$ 35.00 per hour up to \$ 120.00 per day maximum	7/1/2014	10/8/2014
26.4.4	Additional Students with no Sub	\$ 20.00 per hour (<i>shared equally among teachers with extra students</i>)	4/12/2017	4/12/2017
26.5	Instructional Pay: Student	\$ 40.00 per hour	7/1/2018	PENDING
26.6	Instructional Pay: Non Student	\$ 30.00 per hour	7/1/2018	PENDING
26.7	Professional Development Day	\$ 350.00 per day	7/1/2018	PENDING
	Induction Coordinator	\$ 500.00 per year	7/1/2018	PENDING
	Induction Support Provider	\$1,300.00 per participant	7/1/2014	10/8/2014
	Substitute Teacher (external)	\$ 120.00 per day (<i>for the first 20 consecutive days per assignment</i>)	7/1/2014	10/8/2014
		\$ 130.00 per day (<i>after the first 20 consecutive days of substitute service per assignment</i>)		

Effective: 7/1/2018
Board Approved: PENDING

APPENDIX B-1

KEYES UNION SCHOOL DISTRICT CERTIFICATED STIPENDS AND OTHER RATES OF PAY 2018-19

JOB TITLE	RATE	EFF DATE	APPROVED DATE
Advisor - 8th Grade	\$1,264.00 per year	7/1/2016	4/12/2017
Advisor - CJSF	\$ 673.00 per year	7/1/2016	4/12/2017
Advisor - Student Council	\$1,264.00 per year	7/1/2016	4/12/2017
Advisor - Yearbook	\$1,264.00 per year	7/1/2016	4/12/2017
After School Sports Coach	\$ 226.00 per week	7/1/2016	4/12/2017
Combination Class	\$1,495.00 per year	7/1/2016	4/12/2017
District Testing Coordinator	\$2,000.00 per year	7/1/2018	PENDING
Site Testing Coordinator (1 per site)	\$ 510.00 per year	7/1/2018	PENDING
GATE Teacher	\$1,060.00 per year	7/1/2016	4/12/2017
Masters Degree (if not at 72 units)	\$1,495.00 per year	7/1/2016	4/12/2017
Outdoor Education Chaperone (Grade 6)	\$ 118.00 per day	7/1/2016	4/12/2017
Outdoor Education Coordinator (Grade 6)	\$1,264 per year	7/1/2018	PENDING
Principal Designee (IEP/Child Study)	\$2,948.00 per year	7/1/2016	4/12/2017
Special Ed Credential (requires placement in full time SDC or Resource Class)	\$1,264.00 per year	7/1/2018	PENDING

Effective: 7/1/2018
Board Approved: PENDING

**APPENDIX C
CATASTROPHIC LEAVE REQUEST FORM**

Name of Applying Teacher _____

Estimated Days Requested _____

Reason for Requested Leave _____

Teacher's Signature _____ Date _____

Association Approval _____ Date _____

District Approval _____ Date _____

(See attached **APPENDIX C-1: Catastrophic Leave Donor Form** for names of donating teachers and the number of sick leave days each one is donating to the above-mentioned applying teacher.)

APPENDIX C-1
CATASTROPHIC LEAVE DONOR FORM

Name(s) of Donating Teacher(s)	Number of Days Donated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

We the undersigned are willing to donate our sick leave days to:

Applying Teacher _____

We understand that once our sick leave days have been transferred to the
Above-mentioned teacher, those days are irrevocably assigned to him/her.

Teacher's Signature _____	Date _____
Teacher's Signature _____	Date _____
Teacher's Signature _____	Date _____
Teacher's Signature _____	Date _____
Teacher's Signature _____	Date _____

APPENDIX D

Course Enrollment Request for Salary Column Advancement

Teacher's Name: _____ Date: _____

I plan to take Course No. _____ Department: _____

College/University: _____

Class Name/Title: _____

It is: Regular Campus. Course: _____ Extension Course: _____ Online Course: _____

Correspondence Course: _____ Other: _____

Number of Credits: _____ Semester: _____ Quarter: _____

Class begins on (date): _____ Class ends on (date): _____

It meets (circle): Sun. Mon. Tues. Wed. Thurs. Fri. Sat.

Class times: _____ am/pm to _____ am/pm in (city): _____

Note: Course description must be attached to this form.

Does this class meet during the normal working day or will it in any way interfere with your work assignment? Yes _____ No _____

Is this course relevant to your job? Yes _____ No _____

Is this a repeat/refresher course that you have already taken for credit? Yes _____ No _____

Is this course being taken for salary column advancement? Yes _____ No _____

Is this course part of a credential or Master's degree program? Yes _____ No _____
If so, please attach program description and/or course list

Approved: _____ Disapproved: _____ Reason: _____

Principal's Signature: _____

Date: _____

APPENDIX E

Request for Change of Salary Column

In order to qualify for a higher column on the salary schedule, an employee must file a “Request for Change of Salary Column” (Appendix E) by April 1 for the subsequent year. If this form is turned into the District Office after April 1, the salary column advancement will not take place until the subsequent school year. For salary increases effective July 1 official transcripts must be received by August 1 or, if official transcripts are not available by August 1, unit members may turn in an appropriately signed and dated course completion verification form from the accredited college or university to indicate that the course has been successfully completed. This form must be turned in by August 1. It is the responsibility of the employee to provide official transcripts as soon as possible but, in all events, no later than October 1. Official transcripts supporting the column change and/or completion of Master’s Degree must be received by the District Office for any salary increase to be effective. If official transcripts are not timely delivered to the District, the salary increase shall be denied or, if previously granted, shall be eliminated through future payroll deductions.



Name: _____ School: _____

I plan to complete, or have completed _____ (number) of upper division or graduate semester credits by : _____ June 30 for advancement beginning July 1.

These credits will enable me to move from my current column, which is _____ to column _____.

All forms must be submitted to the District Office by the required deadlines. I have read and understand the above language from the KTA Agreement, Article 26.7.2, as it pertains to salary advancement.

Signature: _____ Date: _____



(District Office Use Only)

PAYROLL ACKNOWLEDGMENT

Teacher’s Name: _____

This is to acknowledge that the Payroll Office has received your request for change of salary column.

Signature: _____ Date: _____

Copies: Teacher Payroll Personnel File

APPENDIX F

Standard Classroom Equipment

The District will make every effort to assure that each classroom is equipped with the following:

- Student desks or tables and chairs
- Teacher desk, chair and chair mat
- Storage
- Globe, or chart(s), as appropriate for the grade and subject
- Interactive board
- LCD projector
- Document camera
- Teacher computer
- 2 student computers and table to put them on
- Printer
- Table, as appropriate for the grade and subject
- Flag and flag holder
- Manual pencil sharpener
- 2 trash cans
- 4-drawer file cabinet

Supplies for setting up the classroom include:

- Tape dispenser and tape
- Stapler and staples
- Staple remover
- Three hole punch
- Teacher scissors
- Student scissors
- Student rulers

Keyes Union School District
Formal Evaluation Cover Schedule

Teacher's Name: _____ Hire Date: ____/____/____

School Site: _____ Total Years in District: _____

Evaluator's Name: _____

Current Employee Status:

Intern: _____ Temporary: _____ Probationary 1: _____ Probationary 2: _____ Permanent: _____

Last Evaluation Year: ____/____ Next Evaluation Year: ____/____

I have reviewed Article 11 in the KTA contract with my evaluator. We have agreed on the above year for my next scheduled formal evaluation. I understand this year may change for the following reasons:

1. The evaluator or employee is no longer in agreement with the scheduled year.
2. If language in the KTA contract changes in regards to the protocols of the evaluation process.

Employee's Signature: _____ Date: ____/____/____

Evaluator's Signature: _____

Approved 3-09-16

Introduction to the Standards

This document sets forth standards for professional teaching practices in the Keyes School District. The standards were adopted from the *California Commission on Teacher Credentialing and the California Department of Education, California Standards for the Teaching Profession, 2009, pp. 5-22*, to provide a common language and a vision of the scope and complexity of teaching.

Organization of the Standards

The standards are organized around six interrelated categories of teaching practice. The six standards are:

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Student Learning
6. Developing as a Professional Educator

In this document, each standard is introduced in a narrative description of best practice that portrays an accomplished level of professional teaching. Following the narrative description, each standard is organized in specific criteria that identify key areas within that domain of teaching. Each criterion is further specified -with questions that encourage teachers to explore aspects of teaching practice throughout their careers. In order to foster ongoing reflection and insights into teaching, the questions are introduced with the stem, “As teachers develop, they should ask how they...,” which encourages teachers to examine the rationale for key aspects of their teaching.

Within each criterion, the questions address only a sample of the important facets of teaching. They do not represent all the possible issues or aspects of teaching. Therefore, the questions should not be used as checklists, but rather as probing issues to promote reflection and professional development throughout one’s career.

Teachers using the standards will recognize that there are some overlaps between and among the standards and questions. These overlaps are intended to underscore the holistic view that emphasizes the interrelationships and complexities of teaching. For example, valuing and drawing on student backgrounds and experiences are integral aspects of all six standards.

The standards are presented in two ways: a linear text version and a graphic version. In the linear version, each standard statement is followed by key criteria and associated questions. In the graphic version, a summary page contains the six teaching standards followed by pertinent criteria.

Purposes and Uses of the Teaching Standards

All teachers continue to develop through intensive learning activities that build on their pre-service preparation and lead to lifelong professional development. The California Standards for the Teaching Profession are designed to be used by teachers to:

1. reflect about student learning and teaching practice;
2. formulate professional goals to improve teaching practice; and
3. guide, monitor, and assess the progress of a teacher’s practice toward professional goals.

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION
Keyes Union School District
Form 2

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STANDARD 1: Engaging and Supporting All Students in Learning

- 1 Connecting students' prior knowledge, life experience, and interests with learning goals.
- 2 Using a variety of instructional strategies and resources to respond to students' diverse needs.
- 3 Facilitating learning experiences that promote autonomy, interaction, and choice.
- 4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- 5 Promoting reflective learning for all students.
- 6 Ensuring students' mastery of the content standard(s) under study,

STANDARD 3: Understanding and Organizing Subject Matter for Student Learning

- 1 Demonstrating knowledge of grade level content standards and student development.
- 2 Organizing curriculum to support student understanding of subject matter.
- 3 Interrelating ideas and information within and across subject matter areas.
- 4 Developing student understanding through instructional strategies that are appropriate to the subject matter.
- 5 Using materials, resources, technologies, and classroom homework assignments that are relevant to content standards.
- 6 Insuring appropriate and flexible placement of students.

STANDARD 5: Assessing Student Learning

- 1 Establishing and communicating learning goals for all students based on data and standards.
- 2 Collecting and using multiple sources of information to assess student learning.
- 3 Maintaining record of progress of students toward grade level standards.
- 4 Using the results of assessments to guide instruction.
- 5 Communicating with students, families, and other audiences about student progress towards standards.
- 6 Using assessment data to prioritize standards prior to planning for instruction.

STANDARD 2: Creating and Maintaining Effective Environments for Student Learning

- 1 Creating a physical environment that engages all students and is focused on content standards
- 2 Establishing a climate that promotes fairness and respect
- 3 Promoting social development and group responsibility.
- 4 Establishing and maintaining standards for student behavior.
- 5 Planning and implementing classroom procedures and routines that support student learning.
- 6 Using instructional time, personnel, and resources effectively.

STANDARD 4: Planning Instruction and Designing Learning Experiences for All Students

- 1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs.
- 2 Establishing and articulating goals for student learning focused on data and standards.
- 3 Developing, sequencing, and pacing standards, instructional activities, and materials for student learning.
- 4 Designing and implementing short-term and long-term standards-based lesson plans to foster student learning.
- 5 Modifying instructional plans to adjust for student needs.
- 6 Planning instruction around the adopted content standards and frameworks.

STANDARD 6: Developing as a Professional Educator

- 1 Reflecting on teaching practice and planning professional development.
- 2 Demonstrating high ethical standards while working in a positive manner with staff, students, and parents.
- 3 Working with communities, families, and colleagues to improve professional practice.
- 4 Willing to continuously examine assumptions, beliefs, and practices leading to increased student performance.
- 5 Contributing to organization/school climate.
- 6 Complying with established rules, regulations, policies, contracts, and laws.

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION
Keyes Union School District

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STANDARD 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

Teachers build on students' prior knowledge, life experience, and interests to achieve learning goals for all students. Teachers use a variety of instructional strategies and resources that respond to students' diverse needs. Teachers facilitate challenging learning experiences for all students in environments that promote autonomy, interaction and choice. Teachers actively engage all students in problem solving and critical thinking within and across subject matter areas through the use of content standards. Concepts and skills are taught in ways that encourage students to apply them in real-life contexts that make subject matter meaningful. Teachers assist all students to become self-directed learners who are able to demonstrate, articulate, and evaluate what they learn.

Criteria 1-1: Connecting students' prior knowledge, life experience, and interests and learning goals.

As teachers develop, they should ask how they...

- o help students to see the connections between what they already know and the new material?
- o support all students to use first and second language skills to achieve learning goals?
- o open a lesson or unit to capture student attention and interest?
- o build on students' comments and questions during a lesson to extend their understanding?
- o makes "on the spot" changes in teaching based on students' interests and questions?

Criteria 1-2: Using a variety of instructional strategies and resources to respond to students' diverse needs.

As teachers develop, they should ask how they...

- o engage all students in a variety of learning experiences that accommodate the different ways they learn?
- o use a variety of strategies to introduce, explain, and restate subject matter concepts and processes so that all student understand?
- o use strategies that support subject matter learning for second language learners?
- o modify materials and resources, including adaptive equipment; to support each student's fullest participation?
- o use technology to enhance student learning?
- o ask questions or facilitate discussion to clarify or extend students' thinking?
- o make use of unexpected events to augment student learning?
- o recognize when a lesson is falling apart and what to do about it?

Criteria 1-3: Facilitating learning experiences that promote autonomy, interaction, and choice.

As teachers develop, they should ask how they...

- o use the classroom environment to provide opportunities for independent and collaborative learning?
- o provide a variety of grouping structures to promote student interactions and learning?
- o support and monitor student autonomy and choice during learning experiences?
- o help students make decisions about managing time and materials during learning activities?

Criteria 1-4: Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.

As teachers develop, they should ask how they...

- o provide opportunities for all students to think, discuss, interact, reflect and evaluate content?
- o engage all students in problem solving activities and encourage multiple approaches and solutions?
- o encourage all students to ask critical questions and consider diverse perspectives about subject matter?
- o provide opportunities for all students to learn and practice skills in meaningful contexts?
- o help all students to analyze and draw valid conclusions about content being learned?

Criteria 1-5: Promoting self-directed reflective learning for all students.

As teachers develop, they should ask how they...

- o motivate all students to initiate their own learning and to strive for challenging learning goals?
- o clearly explain standard(s) of each activity or lesson?
- o help all students to develop and use strategies for knowing about, reflecting on, and monitoring their own learning?
- o help all students to develop and use strategies for accessing knowledge and information?
- o use technology to encourage inquiry?

Criteria 1-6: Ensuring students' mastery of the content standard(s) under study.

As teachers develop, they should ask how they...

- o articulate the content standard for the lesson?
- o explain the standards in a language that is understandable to students?
- o help all students to understand the relationship of each activity or lesson to the content standard under study?
- o adjust teaching techniques to meet the needs of the individual student?
- o use materials appropriate to the level of the student?
- o develop classroom and/or homework assignments that are relevant to the standard under study and the student's level?
- o accept responsibility of providing remedial and/or enrichment opportunities?

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION
Keyes Union School District

Teacher Information Packet

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STANDARD 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Teachers create physical environments that engage all students in purposeful learning activities and encourage constructive interactions among students. Teachers maintain safe learning environments in which all students are treated fairly and respectfully as they assume responsibility for themselves and one another. Teachers encourage all students to participate in making decisions and in working independently and collaboratively. Expectations for student behavior are established early, clearly understood, and consistently maintained. Teachers make effective use of instructional time as they implement class procedures and routines.

Criteria 2-1: Creating a physical environment that engages all students and is focused on content standards.

As teachers develop, they should ask how they...

- o establish appropriate classroom routines?
- o provide for easy transition from subject-to-subject and/or group-to-group?
- o exhibit materials that promote and encourage learning (i.e., displays, bulletin boards, and student work)?
- o arrange the room to facilitate positive classroom interactions?
- o display samples of exemplary student work?
- o manage student and teacher access to materials technology and resources to promote learning?
- o make the classroom environment safe and accessible for all students?
- o display samples of exemplary student work?

Criteria 2-2: Establishing a climate that promotes fairness and respect.

As teachers develop, they should ask how they...

- o help all students become respectful of others who may be different from them?
- o model and promote fairness, equity, and respect in the classroom?
- o encourage, support, and recognize the achievements and contributions of all students?
- o encourage students to take risks and be creative?
- o understand and respond to inappropriate behaviors in a fair, equitable way?

Criteria 2-3: Promoting social development and group responsibility;

As teachers develop, they should ask how they...

- o help all students accept and respect different experiences, ideas, backgrounds, feelings, and points of view?
- o group students to promote social development and learning?
- o create opportunities for all students to communicate and work with one another?
- o use classroom rules to support all students in assuming responsibility for themselves and one another?

Criteria 2-4: Establishing and maintaining standards for student behavior.

As teachers develop, they should ask how they...

- o understand the reasons for student behavior and use appropriate positive/negative reinforcement based upon reasons?
- o intervene when student behavior does not meet agreed-upon classroom standards fairly and consistently?
- o facilitate student participation in classroom decision-making?
- o redirect student behavior in the most productive and time effective way?
- o work collaboratively with families to maintain standards for student behavior?

Criteria 2-5: Planning and implementing classroom procedures and routines that support student learning

As teachers develop, they should ask how they...

- o develop a daily schedule, timelines, classroom routines, and classroom rules?
- o involve all students in the development of classroom procedures and routines?
- o support students to internalize classroom rules, routines, and procedures and to become self-directed learners?
- o make decisions about modifying procedures and rules to support student learning?

Criteria 2-6: Using instructional time, personnel, and resources effectively.

As teachers develop, they should ask how they ...

- o structure time with students to support their learning?
- o help students move from one instructional activity to the next?
- o pace and adjust instructional time so that all students remain engaged?
- o redirect student behavior in the most productive and time effective way?
- o ensure adequate time is provided for all students to complete learning activities?
- o provide time for all students to reflect on their learning and process of instruction?
- o structure time for day-to-day managerial and administrative tasks?

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STANDARD 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Teachers exhibit strong working knowledge of subject matter and student development. Teachers organize curriculum to facilitate students' understanding of grade level standards and the central themes, concepts, and skills in the subject area. Teachers interrelate ideas and information within and across curricular areas to extend students' understanding. Teachers use their knowledge of student development, subject matter, instructional resources and teaching strategies to make subject matter accessible to all students.

Criteria 3-1: Demonstrating knowledge of grade level standards and student development.

As teachers develop, they should ask how they ...

- o identify and understand the key content standards to be taught?
- o identify and understand the key concepts and underlying themes and relationships in the subject area(s) to be taught?
- o organize and sequence content standards to increase student understanding?
- o plan units and instructional activities that demonstrate key content standards and their interrelationships?
- o organize curriculum to ensure that students develop a deep understanding of content standards?
- o articulate understanding of grade level content standards to students, parents, administration, and other school community personnel?
- o continue to keep subject matter knowledge current?

Criteria 3-2:- Organizing curriculum to support student understanding of subject matter.

As teachers develop, they should ask how they ...

- o organize and sequence the curriculum to increase student understanding?
- o plans units and instructional activities that demonstrate key concepts and their interrelationships?
- o organize subject matter effectively to reveal and value different cultural perspectives?

Criteria 3-3: Interrelating ideas and information within and across subject matter areas.

As teachers develop, they should ask how they ...

- o help all students to relate subject matter concepts to previous lessons and their own lives?
- o help all students to see the relationships and connections across subject matter areas?
- o develop units and lessons that highlight themes within and across subject matter areas?

Criteria 3-4: Developing student understanding through instructional strategies that are appropriate to the subject matter.

As teachers develop, they should ask how they ...

- o develop and use a repertoire of instructional strategies well suited to teaching a particular standard?
- o challenge all students to think critically in each subject area?
- o build on student life experience, prior knowledge, and interests to make the content relevant and meaningful to them?
- o use a variety of instructional strategies and approaches to illustrate a standard and its connections across subject areas?

Criteria 3-5: Using materials, resources, technologies, and classroom/homework assignments that are relevant to content standards.

As teachers develop, they should ask how they ...

- o indicate in the classroom/homework assignments the relevant standards under study?
- o select and use instructional materials and resources that promote students' understanding of subject matter?
- o select and use learning materials, resources. and technologies that reflect the diversity in my classroom?
- o use technologies to convey key concepts in the subject matter area?
- o help all students gain access to useful materials, resources, and technologies to support their learning of subject matter?

Criteria 3-6: Insuring appropriate and flexible placement of students.

As teachers develop, they should ask how they ...

- o use on-going assessment of student progress in placement of students (tests, observations, daily work)?
- o use technology and materials that permit student instruction an appropriate level on an on-going basis?

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STANDARD 4: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS Teachers plan instruction that draws on and values students' backgrounds, prior knowledge, and interests. Teachers establish challenging learning goals for all students based on adopted content standards, student experience, language, development, and home and school expectations. Teachers sequence curriculum and design long-term and short-range plans that incorporate content standards, subject matter knowledge, reflect grade-level curriculum expectations, and include a repertoire of instructional strategies. Teachers use instructional activities that promote standards, learning goals, and connect with student experiences and interests. Teachers modify and adjust instructional plans according to student engagement and achievement

Criteria 4-1: Drawing on and valuing students' background, interests, and developmental learning needs.

As teachers develop, they should ask how they ...

- o incorporate students' knowledge and experience in the curriculum and instructional planning?
- o plan lessons and units that promote access to academic content for all students?
- o design lessons that promote acquisition of standards and language development for second language learners?
- o use cognitive and linguistic development to plan instruction that supports student learning?
- o use physical and social development to plan instruction and make appropriate adaptations to meet students' unique needs?

Criteria 4-2: Establishing and implementing goals for student learning focused on data and standards.

As teachers develop, they should ask how they ...

- o establish short-term and long-term goals for student learning with high expectations for all students?
- o use multiple measures to identify key standards for instruction?
- o ensure that instructional activities is related to content standards?
- o build on the strengths, interests, and needs of all students to establish high expectations for learning?
- o design instructional activities so that all students participate in setting and achieving standards?

Criteria 4-3: Developing, sequencing, and pacing of standards, instructional activities, and materials for student learning.

As teachers develop, they should ask how they ...

- o develop long and short-term pacing of standards?
- o sequence subject matter standards to support student learning?
- o used formal and informal student assessment in short-term and long-term planning of standards?
- o plan to use instructional strategies appropriate to the complexity of the lesson content and standards?
- o sequence instruction to help students see relationships and connections across subject matter areas?
- o choose and adapt instructional materials to make standards relevant to students' experience and interests?
- o develop and sequence instruction that supports students' second language learning?

Criteria 4-4: Designing & implementing short-term and long-term standards-based lesson plans to foster student learning.

As teachers develop, they should ask how they ...

- o develop short-term and long-term plans that build on and extend students' understanding of content standards?
- o clearly articulate standards in lesson plans?
- o make decisions about organizing curriculum to allow enough time for student learning, review, and assessment?
- o think ahead toward long-term standards for student learning?
- o use knowledge of content standards to plan and pace instructional activities over time?
- o plan to ensure access to challenging, diverse, academic content for all students?
- o prepare emergency lesson plans for substitutes which are easily understood and kept current?
- o ensure that instruction is delivered in accordance with the lesson plans?

Criteria 4-5: Modifying instructional plans to adjust for student needs.

As teachers develop, they should ask how they ...

- o adjust the lesson plan to make content standards relevant and accessible to each student?
- o revise plans based on formal and informal student assessment?
- o adjust plans to allow enough time for student learning?
- o provide for appropriate student-teacher interaction?
- o monitor guided and independent practice for individual assistance?
- o uses material appropriate to the level of the students?

Criteria 4-6: Planning Instruction Around the Adopted Content Standards and Frameworks.

As teachers develop, they should ask how they ...

- o analyze student performance to identify areas of weaknesses and key standards to address?
- o develop annual prioritization of standards to address?
- o clearly articulate standards in lesson plans?
- o modify plans based on formal and informal assessment of student understanding of content standards?
- o sequence teaching of standards throughout the year?
- o evaluate level of student understanding of content standards taught?

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Keyes Union School District

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STANDARD 5: ASSESSING STUDENT LEARNING

Teachers establish and clearly communicate learning goals for all students based on grade level content standards. Teachers collect information about student performance from a variety of sources. Teachers involve all students in assessing their own learning. Teachers use information from a variety of ongoing assessments to plan and adjust learning opportunities that promote academic achievement and personal growth for all students. Teachers exchange information about student learning with students, families, and support personnel in ways that improve understanding and encourage further academic progress.

Criteria 5-1: Establishing and communicating learning goals for all students based on data and standards.

As teachers develop, they should ask how they ...

- o use subject matter standards to guide learning goals for each student?
 - o use assessment data to identify key standards to address?
 - o inform parents and students of standards under study?
 - o provide opportunities for conferring with parents throughout the year about students' progress towards standards?
 - o notify parents of exemplary student achievement or performance?
 - o review and revise learning goals with every student over time?
 - o ensure that grading system reflects standards for student learning?

Criteria 5-2: Collecting and using multiple sources of information to assess student learning.

As teachers develop, they should ask how they ...

- o use a variety of assessments to determine what students know and are able to do?
- o select, design, and use assessment tools appropriate to what is being assessed?
- o use assessment tools that are matched to and support content standards for student learning?
- o collect, select, and reflect upon evidence of student learning?
- o ensure that grades are based on standards using multiple sources of information?
- o use standardized tests, diagnostic tools, and developmental assessments to understand student progress?

Criteria 5-3: Maintaining record of progress of students toward grade level standards.

As teachers develop, they should ask how they ...

- o keep track of how individual students are demonstrating progress toward grade level standards?
- o develop and uses tools and guidelines that help all students assess their own work?
- o help all students to build their skills in self-reflection?
- o document necessary student information (i.e., anecdotal records, special needs, etc.)?
- o maintain samples of student work?

Criteria 5-4: Using the results of assessments to guide instruction.

As teachers develop, they should ask how they ...

- o use assessment of student progress to guide planning?
- o use informal assessments of student learning to adjust instruction while teaching?
- o use assessment information to determine when and how to revisit content that has been taught?
- o uses assessment results to plan instruction to support students' individual educational plans (IEP)?

Criteria 5-5: Communicating with students, families, and other audiences about student progress towards standards.

As teachers develop, they should ask how they ...

- o publish in advance expectations for exemplary work in assignments and homework?
- o ensure that students can spontaneously explain what "proficient" is for an assignment?
- o provide all students with information about their progress as they engage in learning activities?
- o provide opportunities for all students to share their progress with others?
- o communicate learning of content standards to all students and their families?
- o initiate and maintain regular contact with families and resource providers about student progress?

Criteria 5-6: Using assessment data to prioritize standards prior to planning for instruction?

As teachers develop, they should ask how they ...

- o analyze student performance standards to prioritize standards to focus on?
- o identify students' strengths and weaknesses as a group and as individuals?
- o use assessment data to plan for instruction?
- o utilize assessment tools to evaluate student progress toward grade level standards?
- o ensure that student evaluations are done according to the standards under study?
- o utilize the results of assessment to guide instruction?
- o use standardized tests, diagnostic tools, and developmental assessments to understand student progress?
- o ensure that grades are based on student performance on content standards?
- o inform parents and school personnel of student progress towards grade level standards?

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STANDARD 6: DEVELOPING AS A PROFESSIONAL EDUCATOR

Teachers reflect on their teaching practice and actively engage in planning their professional development. Teachers establish professional learning goals, pursue opportunities to develop professional knowledge and skill, and participate in the extended professional community. Teachers learn about and work with local communities to improve their professional practice. Teachers communicate effectively with families and involve them in student learning and the school community. Teachers contribute to school activities, promote school vision/goals and improve professional practice by working collegially with all school staff. Teachers balance professional responsibilities and maintain motivation and commitment to all students.

Criteria 6-1: Reflecting on teaching practice and planning professional development.

As teachers develop, they should ask how they ...

- o reflect on instructional successes and dilemmas to move practice forward?
- o analyze teaching to understand what contributes to student learning?
- o formulate professional development plans that are based on reflection and analysis?
- o learn more about own professional roles and responsibilities?
- o establish goals and seeks out opportunities for professional growth and development?
- o use professional literature and professional development opportunities to increase understanding of teaching and learning?
- o expand knowledge of new instructional methods and technologies?

Criteria 6-2: Demonstrating high ethical standards while working in a positive manner with staff, students, and parents.

As teachers develop, they should ask how they ...

- o demonstrate ethics and equity?
- o promote collaboration among all segments of the school community?
- o provide for opportunities for recognition of individual student performance (verbal praise, displays, awards, notes)?
 - o maintain a climate of respect, fairness, and courtesy to promote feeling of positive self-worth?
- o avoid use of demeaning comments, sarcasm, etc. with students, staff or parents?
- o dress in an appropriate manner?
- o demonstrate ability to work cooperatively with staff, parents, and students in a professional manner.
- o support staff decisions?

Criteria 6-3: -Working with communities, families, and colleagues to improve professional practice.

As teachers develop, they should ask how they ...

- o promote collaboration between school and community ?
- o identify and use school, district, and local community resources to benefit students and their families?
- o provide opportunities for all families to participate in the classroom and school community?
- o resolve personal and professional conflicts with colleagues?
- o engage in thoughtful dialogue and reflection with colleagues to solve teaching- related problems?
- o participate in committees and making and implementing school-wide decisions?
- o contribute to school-wide events and learning activities?
- o establish and maintain relationships with other school staff to become a visible and valued member of the school community?

Criteria 6-4: Willingness to continuously examine assumptions, beliefs, and practices leading to increases student performance.

As teachers develop, they should ask how they ...

- o critically evaluate effectiveness of teaching practices?
- o seek out professional development opportunities to improve gaps in understanding?
- o maintain an attitude of life-long learning?
- o see change as a natural and on-going process?

Criteria 6-5: Contributing to organization/school climate.

As teachers develop, they should ask how they ...

- o demonstrate ethics and equity?
- o generate support for the school and its vision?
- o work with others as a member of a larger team?
- o ensure that students receive the intervention services that they need and quality for?
- o provide for student recognition and classroom spirit?
- o benefit from and contribute to professional organizations to improve my teaching?

Criteria 6-6: Complying with established rules, regulations, policies, contracts, and laws.

As teachers develop, they should ask how they ...

- o implement district approved curriculum in his/her program of instruction?
- o adhere to district policies in a responsible and punctual manner?
- o attend in-service meetings and/or is involved in a continual program of education for personal growth?
- o work cooperatively with staff, parents, and students in a professional manner?
- o support staff decisions?
- o participate with other school staff in attaining district goals?
- o demonstrate professional conduct and integrity in the classroom and school community?
- o extend knowledge about professional and legal responsibilities for students' learning, behavior and safety?

Criteria Selection Form - Form 2

Teacher Name _____ School Year _____

Please mark the standards selected as "T" for "Teacher," "A" for Administrator, and "M" for mutually agreed upon. Circle the number of each criterion selected for evaluation:

- X **STANDARD 1: Engaging and Supporting All Students in Learning**
- 1 Connecting students' prior knowledge, life experience, and interests with learning goals.
 - 2 Using a variety of instructional strategies and resources to respond to students' diverse needs.
 - 3 Facilitating learning experiences that promote autonomy, interaction, and choice.
 - 4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
 - 5 Promoting reflective learning for all students.
 - 6 Ensuring students' mastery of the content standard(s) under study,

- _____ **STANDARD 2: Creating and Maintaining Effective Environments for Student Learning**
- 1 Creating a physical environment that engages all students and is focused on content standards
 - 2 Establishing a climate that promotes fairness and respect
 - 3 Promoting social development and group responsibility.
 - 4 Establishing and maintaining standards for student behavior.
 - 5 Planning and implementing classroom procedures and routines that support student learning.
 - 6 Using instructional time, personnel, and resources effectively.

- _____ **STANDARD 3: Understanding and Organizing Subject Matter for Student Learning**
- 1 Demonstrating knowledge of grade level content standards and student development.
 - 2 Organizing curriculum to support student understanding of subject matter.
 - 3 Interrelating ideas and information within and across subject matter areas.
 - 4 Developing student understanding through instructional strategies that are appropriate to the subject matter.
 - 5 Using materials, resources, technologies, and classroom homework assignments that are relevant to content standards.
 - 6 Insuring appropriate and flexible placement of students.

- _____ **STANDARD 4: Planning Instruction and Designing Learning Experiences for All Students**
- 1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs.
 - 2 Establishing and articulating goals for student learning focused on data and standards.
 - 3 Developing, sequencing, and pacing standards, instructional activities, and materials for student learning.
 - 4 Designing and implementing short-term and long-term standards-based lesson plans to foster student learning.
 - 5 Modifying instructional plans to adjust for student needs.
 - 6 Planning instruction around the adopted content standards and frameworks.

- _____ **STANDARD 5: Assessing Student Learning**
- 1 Establishing and communicating learning goals for all students based on data and standards.
 - 2 Collecting and using multiple sources of information to assess student learning.
 - 3 Maintaining record of progress of students toward grade level standards.
 - 4 Using the results of assessments to guide instruction.
 - 5 Communicating with students, families, and other audiences about student progress toward standards.
 - 6 Using assessment data to prioritize standards prior to planning for instruction.

- _____ **STANDARD 6: Developing as a Professional Educator**
- 1 Reflecting on teaching practice and planning professional development.
 - 2 Demonstrating high ethical standards while working in a positive manner with staff, students, and parents.
 - 3 Working with communities, families, and colleagues to improve professional practice.
 - 4 Willing to continuously examine assumptions, beliefs, and practices leading to increased student performance.
 - 5 Contributing to organization/school climate.
 - 6 Complying with established rules, regulations, policies, contracts, and laws.
 - 7

Teacher Signature _____ Date _____

Administrator Signature _____ Date _____

KEYES UNION SCHOOL DISTRICT
Informal Observation Notes - Form 3

Teacher: _____ Grade: _____ Subject: _____ Date: _____

Observer: _____ Time: _____ to _____ Total minutes of Observation: _____

1.1 TEACHER BEHAVIOR **CHECK** **COMMENTS:**

Direct instruction/Lecture/Modeling		
Giving directions		
Management/Administrative tasks		
Discipline		
Teacher assisting students		
Transitions		
Wait Time		
Assessing Students		
Other		

1.2 TYPES OF QUESTIONS

Knowledge - list, define, recall, name		
Comprehension - predict, summarize, explain		
Application - demonstrate, explain, solve, infer, apply		
Analysis - distinguish, categorize, outline, separate		
Synthesis - create, design, organize, compose, formulate		
Evaluate - criticize, examine, judge, compare, critique		
Other		

1.3 STANDARDS

Teaching to a specific standard		
Student work related to a given standard		
Other		

1.4 INSTRUCTIONAL RESOURCES

Adopted textbooks and resources used		
Supplementary books used		
Technology used by the teacher		
Technology used by the students		
Manipulative		
Other		

1.5 STUDENT BEHAVIOR

Students doing independent work		
Students working in groups		
Students working in pairs		
Students listening		
Students working but not on task		
Talking about non-work issues		
Not attending to teacher during lecture		
Students seem to know what to do		
Students are attentive		
Special needs addressed (GATE, EL, Sp. Ed.)		
Other		

Employee Signature _____ Employer Signature _____ Date _____

KEYES UNION SCHOOL DISTRICT
Formal Observation Notes
Form 4

- 4 Exceeds Standards/Expectations
- 3 Meets Standards/Expectations
- 2 Needs Improvement
- 1 Unsatisfactory
- N/A Not Applicable/Not Observed

Teacher: _____ Grade: _____ Subject: _____ Date: _____
 Observer: _____ Time: _____ to _____ Total minutes of Observation: _____

STANDARD 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING		
No.	Criteria	
1	Connecting students' prior knowledge, life experiences and interests with learning goals.	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
2	Using a variety of instructional strategies and resources to respond to students' diverse needs.	
3	Facilitating learning experiences that promote autonomy, interaction and choice.	
4	Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.	
5	Promoting self-directed, reflective learning for all students.	
6	Promoting students' mastery of the content standard(s) under study.	

Comments:

STANDARD 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING		
No.	Criteria	
1	Creating a physical environment that engages all students and is focused on content standards	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
2	Establishing a climate that promotes fairness and respect	
3	Promoting social development and group responsibility.	
4	Establishing and maintaining standards for student behavior.	
5	Planning and implementing classroom procedures and routines that support student learning.	
6	Using instructional time, personnel and resources effectively.	

Comments:

STANDARD 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

No.	Criteria	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
1	Demonstrating knowledge of grade level standards and student development.	
2	Organizing curriculum to support student understanding of subject matter.	
3	Interrelating ideas and information within and across subject matter areas.	
4	Developing student understanding through instructional strategies that are appropriate to the subject matter.	
5	Using material, resources, technologies and classroom/homework assignments that are relevant to content standards.	
6	Insuring appropriate and flexible placement of students.	

Comments:

STANDARD 4: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

No.	Criteria	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
1	Drawing on and valuing students' backgrounds, interests, and developmental learning needs.	
2	Establishing and implementing goals for student learning focused on data and standards.	
3	Developing, sequencing, and pacing of standards, instructional activities and materials for student learning	
4	Designing and implementing short-term and long-term standards-based lesson plans to foster student learning.	
5	Modify instructional plans to adjust for student needs.	
6	Planning instruction around the adopted content standards and frameworks.	

Comments:

STANDARD 5: ASSESSING STUDENT LEARNING

No.	Criteria	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
1	Establishing and communicating learning goals for all students based on data and standards.	
2	Collecting and using multiple sources of information to assess student learning.	
3	Maintaining record of progress of students toward grade level standards.	
4	Using the results of assessments to guide instruction.	
5	Communicating with students, families and other audiences about student progress towards standards.	
6	Using assessment data to prioritize standards prior to planning for instruction.	

Comments:

STANDARD 6: DEVELOPING AS A PROFESSIONAL EDUCATOR

No.	Criteria	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
1	Reflecting on teaching practice and planning professional development	
2	Demonstrating high ethical standards while working in a positive manner with staff, students, and parents	
3	Working with communities, families, and colleagues to improve professional practice.	
4	Willing to continuously examine assumptions, beliefs, and practices leading to increased student performance.	
5	Contributing to organization/school climate.	
6	Complying with established rules, regulations, policies, contracts, and laws	

Comments:

Commendations:

Recommendations:

Administrative Evaluation Rating:

Exceeds

Meets

Needs Improvement

Unsatisfactory

Teacher's Comments:

Signatures: (Signature indicates only that teacher has received a copy of this document. Teachers have the right to respond to all evaluation documents presented within 15 school days.)

Employee Signature: _____ Date _____

Employer Signature: _____ Date _____

KEYES UNION SCHOOL DISTRICT
Summative Evaluation of Teaching Performance
Form 5

- 4 Exceeds Standards/Expectations
- 3 Meets Standards/Expectations
- 2 Needs Improvement
- 1 Unsatisfactory
- N/A Not Applicable/Not Observed

Teacher _____ Date _____
 School _____ Grade/Subject _____
 Period Covered by This Evaluation _____
 Dates of Observations _____
 Dates of Conferences _____
 Status of Teacher: _____ Temporary _____ Probationary _____ Permanent

STANDARD 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING		
No.	Criteria	
1	Connecting students' prior knowledge, life experiences and interests with learning goals.	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
2	Using a variety of instructional strategies and resources to respond to students' diverse needs.	
3	Facilitating learning experiences that promote autonomy, interaction and choice.	
4	Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.	
5	Promoting self-directed, reflective learning for all students.	
6	Promoting students' mastery of the content standard(s) under study.	

Comments:

STANDARD 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING		
No.	Criteria	
1	Creating a physical environment that engages all students and is focused on content standards	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
2	Establishing a climate that promotes fairness and respect	
3	Promoting social development and group responsibility.	
4	Establishing and maintaining standards for student behavior.	
5	Planning and implementing classroom procedures and routines that support student learning.	
6	Using instructional time, personnel and resources effectively.	

Comments:

STANDARD 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

No.	Criteria	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
1	Demonstrating knowledge of grade level standards and student development.	
2	Organizing curriculum to support student understanding of subject matter.	
3	Interrelating ideas and information within and across subject matter areas.	
4	Developing student understanding through instructional strategies that are appropriate to the subject matter.	
5	Using material, resources, technologies and classroom/homework assignments that are relevant to content standards.	
6	Insuring appropriate and flexible placement of students.	

Comments:

STANDARD 4: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

No.	Criteria	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
1	Drawing on and valuing students' backgrounds, interests, and developmental learning needs.	
2	Establishing and implementing goals for student learning focused on data and standards.	
3	Developing, sequencing, and pacing of standards, instructional activities and materials for student learning	
4	Designing and implementing short-term and long-term standards-based lesson plans to foster student learning.	
5	Modify instructional plans to adjust for student needs.	
6	Planning instruction around the adopted content standards and frameworks.	

Comments:

STANDARD 5: ASSESSING STUDENT LEARNING

No.	Criteria	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
1	Establishing and communicating learning goals for all students based on data and standards.	
2	Collecting and using multiple sources of information to assess student learning.	
3	Maintaining record of progress of students toward grade level standards.	
4	Using the results of assessments to guide instruction.	
5	Communicating with students, families and other audiences about student progress towards standards.	
6	Using assessment data to prioritize standards prior to planning for instruction.	

Comments:

STANDARD 6: DEVELOPING AS A PROFESSIONAL EDUCATOR

No.	Criteria	The rating is: ___ 4 ___ 3 ___ 2 ___ 1 ___ N/A
1	Reflecting on teaching practice and planning professional development	
2	Demonstrating high ethical standards while working in a positive manner with staff, students, and parents	
3	Working with communities, families, and colleagues to improve professional practice.	
4	Willing to continuously examine assumptions, beliefs, and practices leading to increased student performance.	
5	Contributing to organization/school climate.	
6	Complying with established rules, regulations, policies, contracts, and laws	

Comments:

Commendations:

Recommendations:

Administrative Evaluation Rating:

Exceeds

Meets

Needs Improvement

Unsatisfactory

Teacher's Comments:

Signatures: (Signature indicates only that teacher has received a copy of this document. Teachers have the right to respond to all evaluation documents presented within 15 school days.)

Employee Signature: _____ Date _____

Employer Signature: _____ Date _____

**KEYES UNION SCHOOL DISTRICT
TEACHER IMPROVEMENT PLAN
Form 6**

Employee's Name _____ Evaluator's Name _____ Year _____

District: Keyes Union School District School: _____ Page _____ of _____

A professional development growth plan is to be developed for each standard in the Summary Evaluation of Teaching Performance form that has received a rating of "Needs Improvement" or "Unsatisfactory". A separate sheet is used for each standard, and at least one (1) criteria gap must be addressed. The proposed activities must clearly articulate how their implementation will result in a match of the criteria to the established performance level.

Standard: _____

Goal: _____

IMPROVEMENT PLAN

#	ACTIVITY	PERSON RESPONSIBLE	TIME LINES

PERIODIC REVIEW

REVIEW DATE		TEACHER REFLECTIONS	INITIALS	DATE
1st			Employee	
			Evaluator	
2nd			Employee	
			Evaluator	
Final			Employee	
			Evaluator	

Employee's Signature: _____ Employee's Action Plan Approval Date: _____

Evaluator's Signature: _____ Evaluator Action Plan Approval Date _____

SIGNATURE PAGE

Keyes Teacher's Association (KTA)

_____	_____
KTA Negotiator	Date
_____	_____
KTA Negotiator	Date
_____	_____
KTA Negotiator	Date
_____	_____
KTA Negotiator	Date
_____	_____
KTA Negotiator	Date
_____	_____
KTA Negotiator	Date

Keyes Union School District (KUSD)

_____	_____
Board Member	Date
_____	_____
Board Member	Date
_____	_____
Board Member	Date
_____	_____
Board Member	Date
_____	_____
Board Member	Date