

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**LOS ALTOS SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**and the**

**LOS ALTOS TEACHERS ASSOCIATION  
CTA/NEA**

**JULY 1, 2012 through JUNE 30, 2015**

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## ARTICLE 1

### RECOGNITION

#### 1.1 Recognition

For those employees in the bargaining unit as set forth in the paragraph below: The Los Altos School District Board of Trustees (hereinafter referred to as the "School Board") hereby recognizes the Los Altos Teachers Association, the California Teachers Association, and the National Education Association (hereinafter referred to as the "Association") as the exclusive negotiating representative of certificated employees as defined in Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code (hereinafter referred to as "the Act") excluding substitutes and hourly employees.

#### 1.2 Exclusive Representative

The School Board recognizes the Association as the exclusive representative of all certificated employees of the School Board -- excluding substitutes and hourly employees, management, confidential and supervisory employees, as defined in "the Act," -- for the purposes of meeting and negotiating. These exclusions include Management Personnel including Superintendent, Assistant Superintendent, Business Manager, Principals and Vice Principals.

## ARTICLE 2

### ASSOCIATION AND UNIT MEMBER RIGHTS

#### 2.1 Personal and Academic Freedom

##### 2.1.1 Academic Freedom

Academic freedom shall be guaranteed to all persons covered under this Agreement and no arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning people, society, the physical and biological world, and other branches of learning.

##### 2.1.2 Controversial Issues

It is recognized and agreed that the welfare of students is served through the introduction and open exchange of ideas, materials and positions which might be deemed to be unpopular or controversial.

##### 2.1.3 Freedom of Speech

Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate example the basic objectives of a democratic society. The management team is available to assist the unit member and provide suitable materials for objective presentation as outlined in employer's policy #6134. The School Board shall not interfere with the unit member's freedom of speech or use of materials in the classroom unless such speech or materials constitute a clear and present danger to the students or the District.

##### 2.1.4 Disciplinary Action

In no event shall the employer take action against a unit member for statements made or materials used in the classroom unless such statements or materials were specifically in violation of School Board policies.

##### 2.1.5 Personal Life

The employer shall not interfere with or inquire into the personal life of any member of the bargaining unit. Each unit member is entitled to full constitutional rights of citizenship; and the unit member's religious, personal, and political activities will not be grounds for discipline or discrimination with respect to professional employment, as long as they do not interfere with the classroom instruction.

##### 2.1.6 Pupil Grades

Grades given students by a unit member shall be final and not subject to alterations by any person except that unit member unless fraud, bad faith, incompetency, or mistakes can be shown on the part of said unit member.



### 2.1.7 Recording Devices

Education Code Section 51512 is hereby made a part of this Agreement and supplemented as follows: No mechanical, electric or photographic device will be installed or used on a temporary or permanent basis, by means of which any person would be able to listen to or record procedures without the knowledge and consent of the unit member involved. The District may continue to use its public address systems for general communication purposes.

## 2.2 Physical Examinations

### 2.2.1

A pre-employment statement by the applicant's physician or practitioner indicating ability to perform services shall be required. Physical examination must be current within one (1) year prior to employment in the District.

### 2.2.2

All unit members shall be required to comply with the provisions of Education Code Section 49406.

### 2.2.3

The District shall maintain adequate records, making them available to the unit member himself, of compliance with these rules.

### 2.2.4

At any time it becomes questionable that an employee's health is such that he may not be able to perform the duties of any position to which he is assigned or to which the person might be transferred, or it becomes questionable that the employee is capable of returning to work but has not done so, his supervisor shall notify the Superintendent who shall request the employee to have a statement from a mutually approved physician (contingent upon unit members and management establishing a list of approved physicians or a mutually agreed upon specialist) verifying ability to continue employment. Cost incurred by the employee for such compliance shall be reimbursed by the District unless otherwise reimbursed by the existing carrier.

## 2.3 Rights of the Association

### 2.3.1

The School Board agrees that every unit member employed in the bargaining unit shall have the right freely to join and support the Association for the purpose of engaging in collective bargaining or negotiations with the School Board. The Association agrees that every unit member employed in the bargaining unit shall also have the right to refuse to join or participate in the activities of the Association.

### 2.3.2

There shall be no discrimination by the School Board against any unit member on account of membership in or activity on behalf of the Association provided such activity does not interfere with the unit member's duties. There shall be no discrimination by the Association against any unit member on account of the unit member's refusal to join or participate in the activities of the Association.

### 2.3.3

The Association shall have the right of access at reasonable times to areas in which unit members work, the right to use institutional bulletin boards, school equipment, District mail service, unit member mailboxes, and other means of communication, and the right to use institutional facilities at reasonable times for the purpose of Association meetings.

### 2.3.4

Representatives of the Association and unit members shall be permitted to transact Association business on school property providing it does not interfere with unit member duties.

### 2.3.5

The School Board shall authorize four (4) full days per month to the Association President, or the President's designee, with the cost of the substitute for four (4) days to be provided by the District. The Association President and his/her supervisor at the beginning of the school year shall develop and present for the Superintendent's approval a plan for utilizing substitutes that will enhance the instructional program provided by the Association President.

#### 2.3.5.1

The School Board shall authorize Association leave for other unit members, specified by the Association President not to exceed a total of twenty (20) days per year. The cost of the substitutes will be abated to the District by the Association. No individual unit member shall be granted more than three (3) days leave under this section.

### 2.3.6

The School Board shall grant a reasonable number of representatives of the Association reasonable periods of compensated release time for the purpose of planning for negotiations or for consulting on possible grievances as well as time for actual negotiating and grievance procedures.

### 2.3.7

The Board shall provide the Association with names, addresses and telephone numbers of all bargaining unit personnel no later than October 30th of each school year. The names, addresses and telephone numbers of all bargaining unit personnel employed after October 1st of each year will be supplied to the Association within twenty (20) days of their first

date of paid service. The name of each unit member whose status of employment changes during the year shall be supplied within twenty (20) days of such status change. Change of status includes, but is not limited to death, retirement, early retirement, resignation, reduced or increased percent of employment, leave, and temporary, substitute, permanent, or probationary employment.

#### 2.3.7.1

All unit members including those on leave and new hires shall receive a copy of the contract within thirty (30) days of ratification or thirty (30) days of employment, whichever comes first.

#### 2.3.7.2

The School Board agrees to pay the full cost of publishing the Agreement.

#### 2.3.8

The School Board shall provide to the Association the names of the unit member representatives on the various school site councils within ten (10) working days of their election.

### 2.4 Professional Dues, Organizational Security and Payroll Deduction

#### 2.4.1

Any unit member who is a member of the Los Altos Teachers Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members 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.

#### 2.4.2

Any unit member who is not a member of the Los Altos Teachers Association, CTA/NEA, 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, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment. In the event that a unit member shall not pay such fee directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph (1) of this Article. There shall be no charge to the Association for such mandatory agency fee deductions. The parties agree further to enforce this provision by utilizing the provisions of Government Code Section 3940.1 (i) 2.

### 2.4.3

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 Los Altos Teachers Association, CTA/NEA, 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 organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. Public TV - Channel 54 - KTEH
2. Los Altos District Educational Foundation
3. Community Health Abuse Council (CHAC)
4. Children's Health Council

Such payment shall be made on or before October 1 of each school year.

### 2.4.4

Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph three (3) above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs one (1) and two (2) of this Article. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

### 2.4.5

Any unit member making payments as set forth in paragraph three (3) and four (4) above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

### 2.4.6

With respect to all sums deducted by the District pursuant to paragraphs one (1) and two (2) above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

### 2.4.7

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

#### 2.4.8

The Association shall be responsible yearly for informing all regular bargaining unit members, in a clear and timely fashion, of the option of charitable contributions as an alternative to the payment of organizational dues.

#### 2.4.9

Upon appropriate written authorizations from the unit member, the School Board shall deduct from the salary of any unit member and make appropriate remittance for group annuities (group annuities consist of the District purchasing the particular annuities for more than one person, unless annuity was purchased for the employee previously by another district), credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the School Board.

#### 2.4.10

Unit members may participate in the tax sheltered annuity of their choice of the plans offered by the District with the School Board providing payroll deduction for this purpose.

### 2.5 Management Rights and District Powers

#### 2.5.1

It is understood and agreed that the Employer retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the District's goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number of kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget, develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the Employer retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of emergency.

#### 2.5.2

The exercise of the foregoing rights, powers, duties and responsibilities of the School Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement/Contract, and then only to the extent such specific and express terms are in conformance with the laws of the State of California and any other applicable laws or legal requirements.

### 2.5.3

The Board of Trustees retains its right to amend, modify or suspend those policies, procedures, and practices referred to in this Agreement/Contract deemed necessary to cope with an emergency.

### 2.5.4

Emergency shall be defined as a condition beyond the control of the School District such as fire, earthquake, flood or unsanitary health conditions, or matters of a similar nature and legislative or legal acts which substantially interfere with the School Board's ability to continue the District educational programs.

#### 2.5.4.1

In the event of such an emergency, designated representatives of the Association will be contacted for consultation before any procedures, practices, or policies are amended, modified, or suspended. The initial decision as to the existence of an emergency shall be made by the School Board or its designee. The School Board shall report to the public and unit members within twenty-four (24) hours following the decision, the nature and reasons for the emergency. The determination of whether or not an emergency exists may be thereafter challenged through the Grievance Procedures, which shall not be modified or suspended in the event of such an emergency.

## ARTICLE 3

### PROFESSIONAL COMPENSATION AND BENEFITS

#### 3.1 Statement of Purpose

The purpose of this article is to establish the requirements of training and experience for placement on the salary schedule. Advancement shall be a function of experience and/or District approved training as set forth in this document.

#### 3.2 Definition of Terms

Column: A class of certificated employees defined by professional preparation, by advanced degree, by the number of college units completed after the baccalaureate degree.

Step: A level within each column, defined by years of satisfactory teaching experience.

#### 3.3 Provisions of the Schedule

##### 3.3.1 Placement and Advancement of Certificated Employees:

3.3.1.1 Assignment of certificated employees is subject to the conditions listed in the Education Code Section 35035. (An act of the School Board after receipt of recommendation of the Superintendent).

3.3.1.2 Advancement of certificated employees is subject to the conditions listed in Education Code section 45028, provided however, that a permanent unit member shall not advance a step on the schedule in the year following receipt of an evaluation with a summative "unsatisfactory" rating. In such case, a permanent unit member shall not advance a step until he or she receives an evaluation with a satisfactory summative rating, whereupon he or she shall advance to the next step.

##### 3.3.2

Teachers entering the Los Altos School District, having had previous public full-time teaching experience within ten (10) years prior to entering the District, will receive up to ten (10) years of service

Psychologists entering the Los Altos School District, having had previous public full-time professional experience within ten (10) years prior to entering the District, will receive credit for up to 5 years of service.

Non-public school experience may be counted as one year's credit providing the teacher was qualified for a credentialed in accordance with California law during the years of non-public teaching.

### 3.3.2.1

Teachers who have not had experience within the ten (10) year period may be credited for one-half (1/2) year for each year of experience.

### 3.3.3

135 days of teaching outside the system within one school year shall constitute a year of credit to be allowed for increment within the system.

### 3.3.4

Advancement on the salary schedule shall be allowed as follows:

#### 3.3.4.1

Up to two column movements for a teacher teaching full time in the District the preceding year.

#### 3.3.4.2

Unlimited column movement to a teacher returning from a year's leave for study with or without pay.

#### 3.3.4.3

Quarter units are converted to semester units by multiplying the quarter units by 2/3rds.

#### 3.3.4.4

For purposes of placement and advancement on the salary schedule, only those units earned subsequent to the date the B.A. degree was earned will be counted.

#### 3.3.4.5

For placement of teachers new to the District on the salary schedule, graduate credit shall be accepted and non-graduate credit shall be evaluated by the Superintendent.

### 3.3.5

Teachers shall submit a preliminary request for salary schedule credit and receive District approval prior to earning credit which will count for salary advancement.

#### 3.3.5.1

Evidence of having completed units shall be submitted by letter to the Personnel Office by October 10.



### 3.3.5.2

When there is a disagreement between the unit member and the administrator in charge of personnel concerning the acceptability of course work for salary schedule advancement, the unit member may appeal to the Credit Review Committee. See Appendix D of this Agreement.

### 3.3.5.3

Decisions of the Credit Review Committee shall be final.

### 3.3.6

From time to time, instruction in a given subject or field may not be available through the institutions of higher learning serving the area. Authorization shall be given by the District to conduct such necessary courses providing the following criteria are met:

#### 3.3.6.1

There is a need for such a course;

#### 3.3.6.2

The course shall be given at those times not conflicting with the normal work day.

#### 3.3.6.3

Standards of performance to be met and maintained by participants shall be set forth for each course;

#### 3.3.6.4

Standards for attendance shall be set and maintained for each course;

#### 3.3.6.5

At least fifteen hours of instruction shall be completed to qualify for one credit (semester unit) that can be used for salary advancement purposes;

#### 3.3.6.6

The instructor(s) of such a course shall receive the current hourly rate accorded to home teachers and others on special projects. This rate shall apply to actual instruction time and preparation time beyond the normal workday.

#### 3.3.6.7

The instructor(s) will be responsible for submitting a list of those participants who have successfully achieved the standards prescribed. The list is to be submitted within ten (10) days following the completion of the course.

#### 3.3.6.8

Unit members who serve on District Committees meeting outside of school hours shall receive one semester credit for each fifteen hours of service outside of regular school hours. Service may include membership on School Site Council, Curriculum Council, Curriculum Committee, or other District authorized committee or service approved by the Superintendent.

### 3.4. Reservations

The School Board reserves the right to increase annual salaries according to Education Code Section 45032.

### 3.5. Payment

#### 3.5.1

Payment of salaries will be on the last working day of each month. At the option of the employee, payment may be made in either ten or twelve equal monthly payments.

#### 3.5.2

"Daily rate of pay" is calculated by the unit member's annual salary divided by the actual number of workdays calendared for unit members.

#### 3.5.2.1

The number of workdays calendared for unit members is 185.

### 3.6. Exceptions

#### 3.6.1

Compensation for student teacher supervision is in addition to that provided in this schedule. Any remuneration received by the District for student teacher supervision will be forwarded to the resident teacher.

### 3.7. Total Compensation Package

#### 3.7.1

Increases in compensation will be based on a total compensation package which will include salaries and all negotiated fringe benefits.

#### 3.7.2

Compensation will be negotiated on improvement of salary schedules by percentage or a flat rate amount per step; however, all increased compensation, including negotiated fringe benefits will be publicly reported as a "total compensation package."

### 3.7.3

The current salary schedules for teachers and psychologists are contained in Appendix G of this Agreement.

1. The 2012-2013 Certificated Salary Schedules (Appendix G – approved 5/24/10) shall be increased across the board by 1.75% effective July 1, 2012.
2. Unit members shall also receive a one-time, off-the-schedule payment ("bonus") equal to 1.25% of their salary, following the adjustment in #1 above.
3. In addition, unit members shall receive a one-time, off-the-schedule payment ("bonus") payment for the 2012-2013 school year subject to the following conditions:

*When 2012/13 property tax revenues are finalized (likely August 2013), the District will calculate the amount of tax receipts greater than the 2011/12 amount (\$27,234,353). If the calculated amount exceeds 5% of the 2011/12 total, then 75% of that excess shall be available for employee compensation on a pro rata basis per bargaining unit in the form of a one-time bonus. Based on LATA's share of employee compensation costs, its pro rata share shall be 68% (using 2012/13 2nd Interim Financial Report data). This one-time bonus shall be paid in the earliest possible pay period in Fall 2013 (likely September or October) and shall be made to all unit members who were employed in the district as of the date the 2012/13 collective bargaining agreement is ratified. This one-time bonus will be pro-rated by each member's FTE during the 2012/13 school year.*

*Examples:*

*The following examples represent three (3) different scenarios, wherein 2012/13 property tax collections exceed 2011/12 collections by a certain percentage (%).*

	<b>@ 5.71% Tax Growth</b>	<b>@ 6% Tax Growth</b>	<b>@7% Tax Growth</b>
<b>Tax Growth for Each Scenario</b>			
<b>1 {12/13 taxes less 11/12 taxes}</b>	\$ 1,555,958	\$ 1,634,061	\$ 1,906,405
<b>2 5% tax growth amount</b>	\$ 1,361,718	\$ 1,361,718	\$ 1,361,718
<b>3 Amount above 5% (line 1 minus line 2)</b>	\$ 194,240	\$ 272,344	\$ 544,687
<b>Amount available for One-Time Bonus</b>			
<b>4 {75% of Amount above 5%}</b>	\$ 145,680	\$ 204,258	\$ 408,515
<b>LATA's Share</b>			
<b>5 {68% of Amount Available for Bonus}</b>	\$ 99,063	\$ 138,895	\$ 277,790
<b>Equivalent to % salary increase</b>			
<b>6 (as a one-time bonus)</b>	<b>0.5%</b>	<b>0.7%</b>	<b>1.4%</b>

*Note: LATA's 68% share of 75% of the tax growth amount above 5% is equal to 51% (.68 x .75).*

4. This agreement represents the shared interest of the District and Association to pursue and include a "shared responsibility" component in future negotiated agreements on total compensation.

#### 3.7.4

Because unit members agreed to pay a greater share of health care premiums beginning January 2012, the increased cost to the District for 2012-13 was 0%.

#### 3.7.5

Stipends for advanced degrees and National Board Certification are referenced on Appendix G.

### 3.8. Negotiations

Negotiations regarding the salary schedule for subsequent years shall be subject to the provisions of Article 17.

### 3.9 Health and Welfare Benefits

#### 3.9.1

LATA unit members and their dependents will be given a choice of three medical plans offered by CalPERS Health and Welfare Plan, with premiums paid by the District. The District will pay 95% of the premium costs of the medical benefits for full-time certificated employees. The District will pay 70% of the difference between the employee-only coverage and two-party or family coverage. The plans are:

- PERSChoice (Anthem Blue Cross PPO)
- Blue Shield of California HMO
- Kaiser Permanente HMO

[CalPERS actually offers a fourth more expensive medical plan, PERSCare for which a unity member would need to pay the differential cost above the cost of the PERSChoice plan]

Full-time members who choose to opt-out of medical benefits shall receive \$2,500 in lieu, to be paid in monthly installments of \$250 per month. Members who opt-out must show proof of other coverage. Part-time members shall have their opt-out amount pro-rated, equivalent to their FTE percentage.

#### 3.9.2

Unit members will be provided with a drug prescription plan offered by CalPERS.

#### 3.9.3

The District shall provide Delta Dental Plan for employees and dependents for all unit members.

#### 3.9.4

The District shall provide life insurance for all unit members and dependents. The District will consult with the Association if there is a change in carrier to ensure comparable coverage.

#### 3.9.5

The District shall provide disability/income protection insurance for all unit members and dependents. The District will consult with the Association if there is a change in carrier to ensure comparable coverage.

#### 3.9.6

Teachers who work a full year (more than 75% of a work year) are entitled to twelve (12) months of fringe benefits.

#### 3.9.7

Unit members working less than full-time shall be provided the following benefits:

##### 3.9.7.1

Subject to the requirements of the CalPERS Health and Welfare Plan, the District shall pay the same percentage of the benefit costs it pays for full time employees, prorated to reflect the percent of full-time that the unit member works, except for those unit members assigned part-time under Article 11.2. who shall be treated the same as full-time employees for benefit purposes.

##### 3.9.7.2

If the unit member is employed half-time or more, the School Board shall provide income protection and shall pay all costs.

##### 3.9.7.3

A unit member may waive his rights to all or part of the health insurance provided for regular full-time unit members. Such a waiver will not be a factor in employment.

#### 3.9.8

Unit members who are absent on account of illness or disability and who have exhausted their accumulated paid leaves may choose to continue at their own expense full insurance coverage for that period of illness or disability not to exceed thirty-six (36) months following exhaustion of said leave. When an unpaid leave is taken, under the Family Medical Leave Act, an employee will get the first three months of fringe benefits paid by the District but will reimburse the district if the employee does not return from leave.

### 3.9.9

Unit members on School Board approved unpaid leave of absence shall continue to be entitled to teacher health and welfare benefits for the period of the leave provided that the unit member reimburses the District for the premium costs.

### 3.9.10

The School Board shall provide health insurance premiums for unit members for life, and dependent(s) for those unit members retiring after reaching their fifty-fifth (55) birthday provided that said unit member has served ten (10) consecutive years of service in the District immediately prior to retirement and was hired prior to October 1, 1988, and the retiree shall reimburse the District for the dependent's portion of the premium. The District will pay the same percentage of the health insurance premium for the employee that the employee received during his/her last full month of employment with the District. This percentage will remain constant during the life of the retiree. Said dependent(s)' coverage shall terminate at age sixty-five (65). A School Board approved leave shall constitute a year of service for the purpose of eligibility.

Bargaining unit members who were hired after October 1, 1988 or who otherwise do not qualify for lifetime insurance benefits outlined in this section, may purchase these benefits from the District at their own expense. All other applicable provisions or restrictions outlined in this section shall also apply to individuals purchasing these benefits. The right to purchase these benefits shall be dependent upon the insurance carrier's willingness to allow for such purchase.

### 3.9.11

The benefits provided in this Article shall remain in effect for the term of the Agreement. Should a unit member's employment terminate during the school year, he/she shall be entitled to continue coverage of the health, dental, and life care plans for a maximum of three months unless he/she is able to obtain coverage due to other employment. Should a unit member's employment terminate at the end of the school year, benefits should continue through August 31 of the calendar year.

## 3.10 Professional Services

### 3.10.1

Special services not regularly a part of a unit member's assignment shall be contracted (between the unit member and the District) for a maximum projected number of hours at an hourly rate reflected in the salary schedule contained in Appendix G of this Agreement.

The Association and the District will set the rate on a yearly basis by negotiating a flat rate amount based on the salary schedule.

### 3.10.2

The contract shall be mutually agreed upon in writing prior to the commencement of the assignment.

### 3.10.3

The professional service shall be completed to the satisfaction of the District prior to payment.

### 3.11 Professional Growth

It is a matter of personal responsibility for each teacher to maintain a program of professional growth through a continuous process of education that enhances his/her teaching program. To maintain the validity of the Clear Multiple or Single Subject Teaching Credential pursuant to Education Code Section 44251, all teachers issued such credential on or after September 1, 1985, shall complete an individual program of professional growth as prescribed in Education Code Section 44277.

### 3.12 Compensation/Equalization for Hours Beyond the Instructional Day

#### 3.12.1 District Committees

Prior to the start of each school year, the district will develop a list of known district level committees which will be eligible for stipends for the year. The list will be shared with the LATA Bargaining Team Representatives and their input will be considered.

District level committees eligible for a stipend shall be authorized by the Superintendent or designee.

#### 3.12.2

Staff will be compensated according to the committee stipend agreement signed by the teacher and administration for the following stipend duties:

- Overnight Events: Include but not limited to Science Camp and Disneyland band trip. \$250.00 per night (Volunteer staff chaperones excluded)
- Moving Rooms/School: If an involuntary transfer or reassignment necessitates a change of classroom or school site the member shall receive a stipend of \$450.00 for packing and unpacking.
- Combination Classes (K-6 only): 1 work release day per trimester
- Class Size: If in the course of a grading period class size in an individual class shall exceed the limits set for more than half of the grading period the member shall receive one (1) work release day (pro-rated for FTE) for that grading period. The limits and grading periods shall be as follows:
  - K-3: 24 or higher per trimester
  - 4-6: 27 or higher per trimester
  - 7-8: 27\* or higher per semester\* # of total students/periods

Work release days cannot be banked. They must be used in the year accrued.

- Technology Stipend: Teachers who currently receive the Technology Stipend in the 2009-2010 school year will be grandfathered to receive this stipend for the life of their career in the Los Altos School District. As of the 2010-2011 school year, the Technology Stipend shall not be offered to anyone except those who were grandfathered in the 2009-2010 school year. See Appendix E for the form

#### 3.12.2.1

Work release days cannot be banked. They must be used in the year accrued.

All Work Release-Class Size days shall be used within the school year earned. Days will be used within the trimester earned. Days may be transferred to another trimester with prior approval of administrator.



## ARTICLE 4

### LEAVES

The benefits provided unit members by section 44962 through 44985 and 44800 and 44801 of the Education Code are incorporated into this agreement except as supplemented in this Article.

#### 4.1 Leaves of Absence With Pay (details follow):

- 4.1.1 Sick Leave including Maternity
- 4.1.2 Industrial Accident or Illness
- 4.1.3 Personal Necessity
- 4.1.4 Bereavement
- 4.1.5 Jury or Witness, Litigant Leave if school related
- 4.1.6 Sabbatical Leave
- 4.1.7 Professional Growth
- 4.1.8 Catastrophic Leave Bank

#### 4.2 Unpaid Leaves of Absence

- 4.2.1 Child Rearing
- 4.2.2 Health Reasons
- 4.2.3 Legislative
- 4.2.4 Peace Corps
- 4.2.5 Military
- 4.2.6 Business Reasons
- 4.2.7 Study Leave
- 4.2.8 Exchange Unit Member Leave
- 4.2.9 Caring for Family
- 4.2.10 Miscellaneous

### 4.3 Provisions Related to Leaves of Absence With Pay

#### 4.3.1 Sick Leave

##### 4.3.1.1

Unit members shall be entitled to one day of paid sick leave for every school month worked. Sick leave unused in any school year will be accumulated indefinitely.

##### 4.3.1.2

A unit member employed less than full time shall be entitled to the proportion of one (1) day per school month sick leave as it bears to full time employment.

##### 4.3.1.3

At the beginning of each school year, every unit member shall receive a sick leave allotment credit equal to his sick leave entitlement for the school year. A unit member may use his credited sick leave at any time during the school year.

##### 4.3.1.4

The District shall provide each unit member with a written accounting of his accrued sick leave total each month.

##### 4.3.1.5

If requested by the School Board, a unit member shall not return to work after an absence of five (5) or more consecutive days without a medical doctor's statement recommending the unit member's return to work.

##### 4.3.1.6

Whenever possible, a unit member will make arrangement through the District Office for a substitute as soon as the need to be absent is known.

##### 4.3.1.7

The School District shall provide for leave of absence from duty for any unit member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the unit member and the unit member's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from are, for all job-related purposes, temporary disabilities. Any employee shall have the right to utilize sick leave provided for in the Education Code.

##### 4.3.1.8

The District shall not do any of the following because of a unit member's pregnancy:

4.3.1.8.1

Refuse to hire or employ;

4.3.1.8.2

Refuse to select her for a training program leading to employment, reassignment or promotion;

4.3.1.8.3

Bar or discharge her from employment;

4.3.1.8.4

Discriminate against her in compensation or in terms, conditions, or privileges of employment.

4.3.2 Extended Illness Leave

4.3.2.1

If a unit member has utilized all of the accumulated sick leave and is still absent from duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute. The five (5) months or less period during which the above deductions occur shall begin the 21st day of illness or as soon as sick leave has expired, whichever comes first (see Education Code Sections 44977 and 44978).

4.3.2.2

A leave of absence for disability shall be granted to an employee upon approval by State Teachers' Retirement System to receive a disability allowance. The period of such a leave will be indefinite and will continue as long as State Teachers' Retirement System considers the employee disabled.

4.3.3 Industrial Accident and Illness Leave

Section 44984 of the Education Code is supplemented as follows:

4.3.3.1

A unit member shall be entitled to such leave up to a maximum of sixty (60) days of entitlement.

4.3.3.2

During any paid leave of absence under this policy, the unit member shall receive full salary from the District, but shall endorse to the District any temporary disability

indemnity checks received from the District's current workers' compensation carrier on account of the industrial accident or illness.

#### 4.3.3.3

A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as his physician certifies that there has been such a recovery.

#### 4.3.3.4

If the unit member has been absent for at least twenty (20) working days, the School Board has the right to a licensed medical practitioner's statement or to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability can be attributed to the injury involved.

#### 4.3.3.5

An industrial accident or illness as used in this paragraph, means any injury or illness whose cause can be traced to the performance of services for the School Board.

#### 4.3.3.6

The School Board's report of an industrial accident or illness shall be kept on file in the Business Office.

#### 4.3.3.7

The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the School Board shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as a result of an industrial accident or illness during the first sixty (60) days.

### 4.3.4 Personal Necessity Leave

#### 4.3.4.1

Personal Necessity Leave shall be granted in circumstances that provide the unit member with an unavoidable situation that he cannot reasonably be expected to disregard, but that necessitate his attention and cannot be taken care of after working hours or on weekends.

#### 4.3.4.2

A maximum of ten (10) days of leave may be taken each school year for personal necessity reasons without loss of salary. The first three (3) days of personal necessity leave in any school year shall not be deducted from the accumulated sick leave of the unit member. The last seven (7) days of personnel necessity leave shall

be deducted from the accumulated sick leave of the unit member in accordance with Education Code Section 44981.

#### 4.3.4.3

Additional personal necessity leave may be granted with the salary deduction not to exceed the actual amount paid to a substitute for a *period not to exceed thirty (30) working days in any school year.*

#### 4.3.4.4

The unit member shall submit the completed appropriate form to the Personnel Office. Unit members will check the category into which their leave request falls on the appropriate form. The completed form constitutes proof of personal necessity required in Education Code Section 44981.

#### 4.3.4.5

In implementing this paragraph, the School District shall prepare a Leave Form, sufficient copies of which shall be available in each school, the Personnel Office and at the office of the Association, no later than the first day of orientation.

#### 4.3.4.6

The unit member shall submit a completed Leave Form upon returning to work in cases when it was not possible to complete such a form prior to taking personal necessity leave.

#### 4.3.4.7

The unit member shall not be required to provide advance written notice for personal necessity leave for the following reasons:

##### 4.3.4.7.1

Death or unexpected critical illness of a member of his immediate family.

##### 4.3.4.7.2

Accident, involving his person or property, or the person or property of a member of his immediate family.

#### 4.3.4.8

A unit member who has received a notice of layoff shall be entitled to use three (3) days of his/her Personal Necessity Leave, as provided in this Agreement, to seek other employment.

#### 4.3.5 Bereavement Leave

##### 4.3.5.1

Every unit member shall be entitled to five (5) days of paid leave of absence, or six (6) days if travel of more than 200 miles is involved, on account of the death of any member of his immediate family. This leave shall not be deducted from sick leave.

##### 4.3.5.2

The School Board shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.

##### 4.3.5.3

Members of the immediate family shall include: mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law and sister-in-law of the employee, or any person living in the immediate household of the employee, E. C. 44985.

#### 4.3.6 Jury/Legal Leave

##### 4.3.6.1

A unit member shall be entitled to as many days of paid leave as are necessary for appearances for jury duty or in any legal proceeding that involves the School District.

##### 4.3.6.2

Any amount paid for services on jury or as a subpoenaed witness becomes due and payable to the School District, except that an employee may retain any fees paid as a travel allowance or subsistence. This section supersedes School Board Policy.

##### 4.3.6.3

A unit member shall be entitled to a maximum of two (2) days of paid leave as a subpoenaed witness. Should the unit member be subpoenaed by a public law enforcement agency or an administrative law judge, a maximum of five (5) paid leave days shall be granted.

#### 4.3.7 Sabbatical Leave

Sections 44966 and 44967 of the Educational Code are incorporated into this Agreement, except as supplemented below:

#### 4.3.7.1 Objectives of Sabbatical Leaves

##### 4.3.7.1.1

The purpose of sabbatical leave is to pursue a program of study, which may include some travel or research which shall benefit the schools or pupils.

##### 4.3.7.1.2

In accordance therewith, applicants shall submit a planned program of study or special project for approval by the Sabbatical Leave Committee. The Sabbatical Leave Committee shall recommend unit members to be granted this leave. The Sabbatical Leave Committee shall be composed of two (2) unit members selected by the Association and two (2) administrators chosen by the Superintendent. If the majority of the committee cannot agree on the recommendation to approve a sabbatical leave, the School Board shall make the final decision.

##### 4.3.7.1.3

The School Board has the final authority to grant sabbatical leaves.

#### 4.3.7.2 Extent and Distribution of Leaves

##### 4.3.7.2.1

The number of unit members on sabbatical leave at any time shall be limited to the equivalent of one (1) person at half pay for a half year of academic work.

##### 4.3.7.2.2

Consideration of leaves will be weighed against the following criteria (in order of priority):

- Specific purpose of the sabbatical leave;
- Seniority in the District;
- Total professional service;
- Former sabbatical leaves granted.

#### 4.3.7.3 Requirements

##### 4.3.7.3.1

Sabbatical leaves must be preceded by at least seven (7) consecutive years of school service, all of which shall have been served as a regular full-time certificated employee of the Los Altos School District. Qualifying service shall be considered.

#### 4.3.7.3.2

A unit member shall complete the equivalent of one-half an academic year of work for one (1) semester as evaluated by the Sabbatical Leave Committee. These courses shall be exclusive of correspondence courses. Prior to such leave, the course must be approved by the Sabbatical Leave Committee.

#### 4.3.7.3.3

A special project or research problem may be submitted in lieu of unit requirements if approved in advance by the above group.

#### 4.3.7.3.4

The unit member will make two (2) interim progress reports to the Sabbatical Leave Committee.

#### 4.3.7.3.5

Transcripts or other evidence of completion shall be submitted to the Superintendent's Office within ninety (90) days after the teacher's return to duty, except that if credit is to be claimed for salary classification (or increment) transcripts must be filed in accordance with the salary schedule requirements.

### 4.3.7.4 Compensation

#### 4.3.7.4.1

Compensation shall be one-half the salary of the employee on leave. (Example: full pay first (1st) semester, one-half (1/2) pay while on leave second (2nd) semester).

#### 4.3.7.4.2

Compensation while on sabbatical leave shall be in accordance with the provisions of the Los Altos School District salary schedule in effect during the period of leave.

#### 4.3.7.4.3

Unit members granted a sabbatical shall sign a written agreement to return to the District and render at least two years of service to the District after termination of the leave.

#### 4.3.7.4.4

The School Board and a unit member who is to go on sabbatical leave shall develop a payment schedule at least thirty (30) days before the sabbatical leave is scheduled to commence.



#### 4.3.7.4.5

While on sabbatical leave, a unit member shall be eligible for any of the other leaves of absence enumerated in this article.

#### 4.3.7.4.6

There shall be no reduction in fringe benefits during the term of a unit member's sabbatical leave, except as related to disability insurance.

### 4.3.7.5 Applications

#### 4.3.7.5.1

Applications shall be submitted to the principal of the school in which the applicant is serving. Deadlines for applications will be November 15th for leave that will start at the beginning of the spring semester and March 1st for leave that will start at the beginning of the fall semester. Sabbatical leaves will be granted for one (1) semester.

#### 4.3.7.5.2

Sabbatical leaves shall begin with the beginning of the semester only, unless otherwise recommended by the Superintendent for the good of the School District.

#### 4.3.7.5.3

Applications will be processed and notification of approval or disapproval will be made within fourteen (14) working days after deadline for submission of application.

### 4.3.7.6 Effect of Sabbatical Leave on Salary and Retirement

#### 4.3.7.6.1 Salary Increments

A teacher who completes the equivalent of one half (1/2) a full academic year of work while on sabbatical leave for one-half (1/2) year from the Los Altos School District shall be credited with one (1) complete year of teaching service for salary increment purposes provided he teaches 75% of the number of teaching days established in the calendar for the other one-half (1/2) school year.

#### 4.3.7.6.2 Retirement Benefits

The teacher's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received by the teacher. The sabbatical leave year is counted as a year of service for retirement purposes (State Teachers' Retirement System).

#### 4.3.7.7 Reinstatement After Leave

After the expiration of the leave, the unit member shall be returned to a position within the scope of his certificate. The District shall communicate to the Association that a reasonable effort has been made to return the unit member to a position within the scope of his/her certificate and competence.

#### 4.3.7.8 Failure to Complete Requirements

In cases of injury to, or illness of the employee during the leave which prevents his completing the purpose of the leave, the sabbatical will be terminated and all provisions for sick leave will apply. The Superintendent shall be notified of this condition within fourteen (14) days of such illness or accident. If death prevents the employee from fulfilling his agreement to return to service in the District, no repayment of salary will be required of his estate. In all matters not herein mentioned, the California Education Code shall govern sabbatical leave, and all amendments to the present code shall automatically become a part of these rules and regulations.

#### 4.3.7.9 Failure to Meet Established Goals for Sabbatical Project

Should a unit member on sabbatical leave not complete the sabbatical project in a way which satisfies the Sabbatical Leave Committee, the sabbatical project will be returned to the unit member for correction. The criteria to be used by the Sabbatical Leave Committee shall be the criteria established by the unit member and the Sabbatical Leave Committee at the outset of the granting of the sabbatical leave. Should the unit member not then correct the sabbatical project to the satisfaction of the Committee, the Superintendent will again review the project and should he/she still not deem it acceptable, direct that the unit member's salary be frozen for the next school year at the same step and column on the salary schedule as the unit member was on before the commencement of the sabbatical leave.

### 4.3.8 Professional Growth Leave

#### 4.3.8.1

Unit members shall be entitled to paid leaves to be used to visit classes in other schools or to attend workshops related to their performance. The amount of leave for this purpose shall be determined by the immediate supervisor and the unit member.

#### 4.3.8.2

When the funds available for this purpose for each building have been used, a unit member may be granted such leave and the amount to be deducted from his/her pay shall not exceed the actual substitute cost.

#### 4.3.9 Adoption

A unit member adopting a child shall be entitled to twenty-five days of personal leave for the purpose of caring for the needs of the child, with the personal leave being deducted from sick leave after the unit member has used up his or her three annual personal days.

#### 4.3.10 Catastrophic Leave Bank

This Catastrophic Leave Bank is established pursuant to Education Code section 44043.5.

##### 4.3.10.1 Eligibility

###### 4.3.10.1.1

To qualify for Catastrophic Leave, a permanent unit member must have suffered an illness or injury that is expected to incapacitate him/her for an extended period of time, or that incapacitates the unit member's spouse, child, or domestic partner (registered with the State of California) and that incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the bargaining unit member because all of her or his sick leave and other paid time off has been exhausted.

###### 4.3.10.1.2

Unit members with permanent status who have suffered an illness or injury that is expected to incapacitate him/her for an extended period of time and have exhausted all applicable paid leaves provided for in the collective agreement, including differential pay and District provided disability insurance, may apply for Catastrophic Leave under this Article.

###### 4.3.10.1.3

When unit members with permanent status whose spouse, child, or domestic partner have suffered an illness or injury that is expected to incapacitate that spouse, child or domestic partner for an extended period of time, and the unit member has exhausted all applicable paid leaves provided for in the collective bargaining agreement, excluding differential pay and District provided disability insurance, said unit member may apply for Catastrophic Leave under this Article.

###### 4.3.10.1.4

Unit members who are eligible to join the Catastrophic Leave Bank must also have a minimum of ten sick leave days available to them either current or accumulated, after they have made their donation to the bank. The number of

sick leave days available to unit members shall be prorated based on the unit member's full time equivalency.

Catastrophic Leave, combined with all other available leaves, shall not exceed a cumulative maximum of one hundred and eighty five (185) days per unit member.

Catastrophic Leave shall be taken in full day increments. The use of differential pay will follow, when appropriate, the use of the allocated Catastrophic Leave days.

#### 4.3.10.1.5

Participation in the Catastrophic Leave Bank is voluntary. Unit members who wish to participate will donate at least one (1) sick day upon joining. Further donations may be required when the committee calls for them. Newly tenured unit members will have thirty (30) calendar days during the month of September to elect to participate. Only those who donate may receive contributions from the Bank. If a unit member decides to discontinue participation in the Bank, the unit member may rejoin during an open enrollment period during the month of September. Days which are donated to the bank shall be irrevocable.

#### 4.3.10.2 Catastrophic Leave Bank Committee

##### 4.3.10.2.1

A Catastrophic Leave Bank Committee shall be established that includes three (3) voting unit members appointed by the Association and one non-voting consultant appointed by the District. Association appointees shall serve a three year term. The Committee shall be responsible for administering the Catastrophic Leave Bank in accordance with this Agreement and applicable state law. The Committee's duties are:

- (1) Receiving leave requests;
- (2) Verifying the validity of requests by requesting medical records or a doctor's note;
- (3) Approving or denying requests;
- (4) Communicating the Committee's decisions to affected unit members and the District;
- (5) Soliciting donations of sick leave from eligible unit members as needed or determining that such solicitation is not needed for a particular year;

- (6) Reviewing special circumstances of a member that prohibit him or her from donating additional days in order to continue as a member of the Bank; and

#### 4.3.10.2.2

The Committee shall designate one of its members as Chairperson.

#### 4.3.10.2.3

The Committee will establish appropriate record-keeping procedures, including the total number of accumulated days in the Bank and the names of participating members.

#### 4.3.10.2.4

The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials.

#### 4.3.10.2.5

Catastrophic Leave requests shall only be approved by a majority vote of the Committee.

### 4.3.10.3 Application Procedure

#### 4.3.10.3.1

A unit member who wishes to use Catastrophic Leave shall submit a request on the appropriate form to the Catastrophic Leave Bank Committee, stating the facts that support his/her need for Catastrophic Leave. Each request for a withdrawal from the Bank or extension of a withdrawal must be accompanied by medical verification of the need for the leave.

#### 4.3.10.3.2

The Committee shall review the unit member's application and make its decision within a reasonable period of time.

#### 4.3.10.3.3

When the Committee determines that the unit member is eligible for Catastrophic Leave, it shall designate the number of days of eligibility. No days may be granted retroactively. The Committee may approve eligibility in renewable increments not to exceed thirty (30) days. If donated days of sick leave are available from the Leave Bank, they may be used by the unit

member. If sufficient days are not available, the Committee may solicit donations of days from eligible unit members in accordance with this Agreement on the appropriate form approved by the Association and the District.

#### 4.3.10.3.4

If the Committee denies a request for withdrawal from the Bank, or an extension of withdrawal, because of insufficient days to fund the request, the Committee shall notify the unit member, in writing, of the reason for the denial.

#### 4.3.10.3.5

If the Committee reasonably believes that the unit member may be eligible for disability allowance or disability retirement under STRS or Social Security, the Committee may request that the unit member apply for those benefits. If the unit member refuses to submit a complete application, including medical information provided by the unit member's physician, within twenty (20) calendar days, he/she shall no longer be eligible to withdraw days from the Catastrophic Leave Bank for the pending application.

#### 4.3.10.3.6

The unit member shall comply with any requests for additional information from STRS or Social Security within fifteen (15) calendar days, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease. If denied benefits by STRS or Social Security, the unit member must appeal, or his/her eligibility to participate in the Catastrophic Leave Bank shall cease.

### 4.3.10.4 Donations to Catastrophic Leave Bank

#### 4.3.10.4.1

Participating unit members may donate a maximum of three (3) days of accrued, full-time sick leave to the Catastrophic Leave Bank each school year in full day increments only. Donations are irrevocable, and shall not be returned to unit members upon their cancellation of membership in the Bank. All contributions to the Bank are voluntary.

#### 4.3.10.4.2

Members of the Catastrophic Leave Bank Committee may solicit an additional day or days, depending upon need, when the bank of days drops to or below fifty (50) days. The solicitation shall be made by the Catastrophic Leave Bank Committee. A unit member's membership in the Bank may be canceled if they fail to make a donation when donations are solicited. Eligibility, if available, may only be reestablished in accordance with Section A, 5.

#### 4.3.10.5 Miscellaneous Provisions

##### 4.3.10.5.1

Unused days remaining in the Catastrophic Leave Bank shall carry over from year to year.

##### 4.3.10.5.2

Unit members using days granted to them from the Catastrophic Leave Bank shall not accrue any other leave provided by this Agreement or by law.

##### 4.3.10.5.3

Leave from the Bank may not be used for illness or disability that qualifies a unit member for workers' compensation benefits or for illness or disabilities which were previously addressed by the provision of such workers' compensation benefits.

##### 4.3.10.5.4

The Catastrophic Leave Bank decisions are not subject to review or appeal under any other procedure. Specifically, the Catastrophic Leave Bank Committee's exercise of the rights and discretion described in this Article shall not be subject to the grievance/arbitration procedure.

##### 4.3.10.5.5

If the Catastrophic Leave Bank has insufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the unit member any funds whatsoever.

##### 4.3.10.5.6

If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then-current members of the Bank proportionately. In no event shall any unit member receive more sick leave days than she/he donated to the Catastrophic Leave Bank.

#### 4.4 Provisions Related to Leaves of Absence Without Pay

##### 4.4.1 Child Rearing Leave

Upon request, the School Board shall provide a male or female unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her

infant. Such leave shall remain in effect at least until the end of the semester following the birth or adoption and no longer than the end of the second semester following the birth or adoption. A unit member shall notify the School Board that he or she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

#### 4.4.2 Health Leaves

##### 4.4.2.1

The School Board may grant a unit member, upon request, an unpaid leave for health reasons. Such leave shall be for a maximum of one (1) school year.

##### 4.4.2.2

A statement by the unit member's physician shall be submitted to the effect that the unit member is ill to the extent that the absence from school duties is required for restoration of health.

##### 4.4.2.3

The unit member shall notify the School Board of his intended return date at least two (2) weeks in advance.

##### 4.4.2.4

Health Leave shall be granted if a unit member is temporarily unable to perform his services because of accident or quarantine, as verified by a physician's statement.

##### 4.4.2.5

Unit members on leave of absence without pay for health reasons may be required by the School Board to obtain a statement from a licensed medical practitioner or an examination by a physician designated by the School Board to certify that the unit member is able to return to full time work. Any costs incurred shall be borne by the School Board.

#### 4.4.3 Legislative Leave

##### 4.4.3.1

A unit member who is elected to the State Legislature, Congress, or a School Board in another district shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office.

##### 4.4.3.2

The unit member on such leave shall notify the School Board of intended return at least four (4) weeks in advance.



#### 4.4.4 Peace Corps Leave

A unit member shall be entitled to a two (2) year leave of absence for the purpose of participating in the Peace Corps. No more than two (2) unit members shall be eligible for the leave at any one time.

#### 4.4.5 Military Leave

Military Leave compensation shall be granted for the purpose of service in the armed forces of the United States. Compensation will be in accordance with the California Education Code 45059, 44800.

#### 4.4.6 Business Leave

The purpose of this is to broaden the background experience of the unit member. The School Board may grant a unit member a leave of absence to pursue a business experience to broaden and improve his background in a given professional area. Such leaves shall be for a minimum of one (1) semester and a maximum of one (1) school year.

#### 4.4.7 Study Leave

##### 4.4.7.1

The School Board may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

##### 4.4.7.2

A unit member shall apply to the School Board for such leave no later than four (4) weeks before its anticipated commencement.

##### 4.4.7.3

The School Board shall implement this provision in the same manner and under the same restrictions as appear in paragraphs 4.3.7.1 and 4.3.7.7.

#### 4.4.8 Exchange Unit Member Leave

##### 4.4.8.1

A unit member shall be entitled to exchange his teaching position with another unit member in another district within the United States or a foreign country. Each unit member shall be compensated by his respective school district in the legal tender of that district and shall be entitled to all the benefits of any other employee of the district.

##### 4.4.8.2

Qualifications for acceptance are outlined District Policy.

#### 4.4.9 Caring for Family

Except as provided in Section 4.4.9.1, below, the School Board may grant a unit member, upon request, an unpaid leave to care for a member of the immediate family who is seriously ill.

##### 4.4.9.1 Family And Medical Leave Provisions

Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The provisions of the FMLA and the CFRA are outlined in Appendix F of this Agreement

#### 4.4.10 Miscellaneous

##### 4.4.10.1

Unit members on paid leave of absence shall be entitled to all negotiated fringe benefits currently in force (health, dental, life and disability insurance).

##### 4.4.10.2

A unit member on unpaid leave of absence shall be entitled to all negotiated fringe benefits currently in force except disability provided he/she shall reimburse the School Board for premium costs.

##### 4.4.10.3

The School District may extend leaves of absence at its discretion.

###### 4.4.10.3.1

Any unit member requesting an extension shall do so no later than February 15 of the year in which the leave expires.

###### 4.4.10.3.2

Any unit member requesting an extension of a one (1) semester leave shall do so not later than six (6) weeks before the end of the semester in which the leave expires.

###### 4.4.10.3.3

It shall be the unit member's responsibility to give the School Board an address where he/she can be reached while on leave.

###### 4.4.10.3.4

After the expiration of the leave, the unit member shall be assigned by the Superintendent to a position in the District.

#### 4.4.10.3.5

Unit members on leave shall give written notice of intent to return to duty by March 1 of the year in which leave expires.

If written notice is not received by February 15, the District shall send by registered mail a request for a response from the unit member. A failure to provide such written notification of intent to return by March 1 shall be deemed a resignation.

#### 4.4.10.3.6

A written request for a specific assignment should be submitted at the same time. Such request will be handled according to procedures specified in Article 5 of this Agreement under Unit Member Initiated Transfer. (Use transfer form.)

#### 4.4.10.3.7

Leaves of absence may be granted at the discretion of the Superintendent or the Board as long as the granting of such leaves does not negatively impact the ability of currently employed bargaining unit members to achieve permanent status with the District.

#### 4.4.10.3.8

The Board shall have the discretion to deny a leave of absence to any unit member leaving the District to accept a teaching or administrative position with another district or educational institution.

## ARTICLE 5

### REASSIGNMENTS AND TRANSFERS

#### 5.1 Definition of Terms

5.1.1 Reassignment: A change of unit member assignment, either grade level or subject area, within a school

5.1.1.1 Voluntary Reassignment: A Unit-Member initiated reassignment.

5.1.1.2 Involuntary Reassignment: An Administrative initiated reassignment.

5.1.2 Transfer: An action which results in the movement of a Unit member from one location to another within the school District

5.1.2.1 Voluntary transfer: A Unit Member initiated transfer

5.1.2.2 Involuntary transfer: An Administration initiated transfer

5.1.3 Vacancy: For purposes of notification to unit members, a vacancy shall include open positions due to retirement, resignation, transfers, leaves and newly created positions (not just a change in title).

#### 5.2 Philosophy on Transfer and Reassignment

##### 5.2.1 Reassignment

The Association and the School Board recognize that an employee who is satisfied with the working environment is more likely to be effective in carrying out professional responsibilities. Unit members should be encouraged to seek voluntary transfers and reassignments. The School Board will attempt to resolve transfer requests in a manner that will result in a placement in the best interests of the children and satisfactory to the individual.

##### 5.2.2 Transfer

The administrator in charge of Human Resources for the District shall take into consideration that transfers and should serve a positive purpose and be considered for the improvement of the quality of education offered children of the Los Altos School District and for the needs of the individual being transferred. Transfers, placement of unit members returning from leave, and assignments are not to be arbitrary or capricious nor are they to be for punitive purposes or without good and sufficient cause.

#### 5.3 Reassignments

##### 5.3.1

The principal shall have the responsibility to assign unit members within the school according to the needs of the school, subject to the approval of the administrator in charge

of Human Resources, taking into consideration the needs and desires of each of the unit members at that school and those seeking transfer to that school. Such adjustments on reassignments shall be determined by April 15 of each year.

The principal shall obtain an assignment preference survey form containing first and second choices from each unit member at that school.

Each unit member shall receive a specific assignment in writing no later than April 15 except in extenuating circumstances such as enrollment factors not anticipated, program needs or fiscal constraints created by external sources.

### 5.3.2 Unit-Member Initiated Reassignments

Requests for reassignments shall be submitted in writing to the principal on the form provided by the District.

#### 5.3.2.1

Reassignments shall be based upon the following criteria (not in priority order):

- Training
- Credentials
- Experience
- Competence
- Past evaluations
- Special qualifications
- Desire of unit member
- Needs of the school and/or District

#### 5.3.2.2

When all above factors are equal, seniority shall prevail.

#### 5.3.2.3

Upon request, the unit member shall receive written reasons when a change of assignment is refused by the administration.

### 5.3.3 Administration Initiated Reassignment

In the event a change in assignment is contemplated after April 15, the unit member shall be notified and a meeting held with the responsible administrator. If the unit member objects, a conference with the administrator in charge of Human Resources may be requested and shall be held before the assignment becomes final. The administrator shall make a good faith effort to find other solutions if the unit member objects to the contemplated change.

#### 5.3.3.1

Upon request, the unit member shall receive written reasons when a change of assignment is proposed by the administration.

#### 5.3.4

If a vacancy should occur after a unit member has been assigned, a request for transfer or reassignment may be submitted to Human Resources.

### 5.4 Unit Member Initiated Transfers

#### 5.4.1

Unit members shall submit requests for transfer in writing prior to March 15 on the form provided by the District.

##### 5.4.1.1

The request shall be made to Human Resources and include reason(s) for requesting the transfer and those factors set forth below, which qualify the applicant for the position.

- Training
- Credential(s)
- Experience
- Competencies
- Length of service to the District
- Past evaluations
- Special qualifications
- Desires of the unit member

##### 5.4.1.2

In order to maintain a high quality instructional program to insure effective performance and to promote satisfactory personnel relations, all the factors cited above shall be considered.

##### 5.4.1.3

Although it is desirable to discuss a transfer application with the principal, a unit member may, at any time, submit a written request to Human Resources for transfer with or without the knowledge of the principal.

#### 5.4.2

Unit members shall get first consideration up to and including April 15 for any vacancy consistent with the needs of the District (in compliance with Ed. Code section 35036 (b)). If all the criteria listed in 1.1 for those requesting transfers are deemed equal by the administrator in charge of Human Resources or his/her designee, a unit member's length of service in the District shall be the determining factor.

### 5.4.3

The administration shall orally notify any individual who has requested a transfer of the acceptance or denial of that request by June 30 of the current year. The oral notification will be followed by written confirmation of the action within ten (10) working days.

#### 5.4.3.1

If a transfer is denied, the unit member shall be given, upon request, written rationale for the denial, and, if desired, a meeting with the administrator in charge of Human Resources to discuss the issue.

### 5.4.4 Notification of Vacancies

#### 5.4.4.1

Notification of vacancies shall be sent to all LASD staff via email.

#### 5.4.4.2

The list of vacancies shall contain a closing date, not less than five (5) teaching days from the date of notification. The closing date may be less than five (5) days based on need. No assignment to fill the vacancies shall be made until after the closing date.

#### 5.4.4.3

Unit members shall respond in writing to Human Resources prior to the closing date when requesting to fill a vacancy.

## 5.5 Administration Initiated Transfers

### 5.5.1

An administration initiated transfer may be made when the Superintendent makes a determination that a special staffing need exists or an extenuating circumstance exists affecting the welfare of a unit member or the District.

#### 5.5.1.1

The administration may initiate transfers for the following reasons:

Economic necessity or changes in enrollment

Filling a vacancy

Accommodating the special staffing needs and/or requirements of a school or program

Closing or consolidation of schools

Reduction, termination, initiation or expansion of a program

Compatibility of the school staff as determined by the school principal

Effective or ineffective performance as demonstrated by past evaluations.

## 5.5.2

The administration shall consult in private with the unit member(s) involved regarding the reason for the proposed transfer. Within ten (10) days of the consultation, written notice and rationale for the administration initiated transfer shall be given to unit member.

### 5.5.2.1

The unit member, and representative if desired, shall have the right to request a meeting with the administrator(s) in charge of making the decision. This request shall be made within five (5) working days of the unit member's notification of the transfer decision. The meeting shall take place within five (5) working days of the unit member's request for such a meeting. A good faith effort to find alternate solutions to the problem shall be made by the District if the unit member objects to the proposed transfer.

## 5.5.2

Criteria for Transfer shall be based upon the following:

- Credential appropriate to the position
- Experience and training relevant to the position
- Past evaluations
- Special qualifications
- Unit member's request for preference in assignment
- Seniority in the District
- Needs of the District

## 5.5.3

Unit members transferred on or after the first working day of the school year shall be provided suitable substitute or overlap time needed for a smooth transition. Action to be taken to effectuate a smooth transition will be determined by the Superintendent after consultation with unit members involved.

## 5.5.4

No vacancy shall be filled through administration initiated transfer without consideration of others who may have requested that position.



ARTICLE 6  
EVALUATIONS

EVALUATION PROCEDURES AND PEER ASSISTANCE AND REVIEW

6.1 Evaluation Purpose

The joint philosophy and purpose of evaluation, based on the California Standards for the Teaching Profession are:

The Process:	The Desired Outcomes:
<ul style="list-style-type: none"><li>● is professional</li><li>● promotes continuous improvement</li><li>● is focused on student learning</li><li>● is collaborative</li><li>● provides meaningful and timely feedback</li><li>● recognizes excellence</li><li>● provides support</li><li>● is candid</li></ul>	<ul style="list-style-type: none"><li>● exhibit professionalism</li><li>● reflect on practice to continuously improve</li><li>● demonstrate innovation informed by current research and best practices</li><li>● focus on student learning</li></ul>

6.1.1

Evaluations are based on the California Standards for the Teaching Profession, Speech-Language Pathologist Standards for the Profession and the Psychologist Standards. It is the intent of the parties to utilize these standards as they evolve and change over time.

The following related appendices are attached to this agreement:

- Evaluation Timeline
- Goals/Objective Plan
- Summative Evaluation Documents
- Alternative Evaluation Form
- Evaluation Glossary
- CSTP Rubric
- Optional Observation Form
- Five Year Cycle Letter

6.2 Frequency of Evaluation

6.2.1 Probationary/Temporary Unit Members

Temporary unit and probationary members shall be evaluated each school year.

## 6.2.2 Permanent Unit Members

Permanent unit members shall be evaluated at least every other school year. Two evaluation methods are available to every permanent unit member: traditional or alternative. Permanent members who are not being evaluated by one of these methods shall be considered off cycle for that year. A permanent unit member may be evaluated using the Alternative Evaluation Process upon mutual consent between the unit member and the evaluator. (See Appendix H)

A permanent unit member may be evaluated using the Alternative Evaluation Process upon mutual consent between the unit member and the evaluator. (See Appendix H)

## 6.2.3 Eligibility for Five Year Cycle

Each "eligible" permanent unit member shall be evaluated on a continuing basis. An evaluation shall be completed every five years.

For the purposes of Article 6.2.3, a permanent unit member shall be "eligible" for the five year evaluation cycle if the unit member and the evaluator mutually consent to the unit member's participation in the five year cycle, and the unit member meets the following criteria:

- has been employed at least 10 consecutive years with the District
- is "highly qualified" as defined in 20 U.S.C. Sec. 7801 (ESEA), if the unit member occupies a position that is required to be filled by a highly qualified professional
- has earned a "satisfactory and/or meeting standards" rating on the unit member's most recent evaluation
- has obtained the signed, eligibility form described in Appendix H

### 6.2.3.1 Eligibility Form

If the unit member and the evaluator mutually consent that the unit member is eligible for the five year evaluation cycle, by no later than September 30th, both the unit member and the site administrator will sign the eligibility form found in Appendix H. The signed and completed eligibility form shall be placed in the unit member's District Personnel File.

### 6.2.3.2

The unit member or evaluator may withdraw consent at any time. If either party chooses to withdraw consent the individual shall notify the other party in writing by the end of the current school year. The unit member will be evaluated the following school year and return to the two year evaluation cycle described in section 6.2.2.

## 6.3 Evaluation Procedures

### 6.3.1

Before the tenth (10th) working day of each school year, the evaluator for each unit member shall be designated in writing.

### 6.3.2 Evaluators of Certificated Personnel

- 6.3.2.1 Assistant Superintendent:  
Traveling Music & PE Teachers  
Teachers on Special Assignment  
District Assigned Grade 6 Pre-Algebra Teachers
- 6.3.2.2 Director of Special Education:  
LABS & Preschool Teachers  
K-6 Psychologists  
Speech & Language Pathologists
- 6.3.2.3 Principals:  
Classroom Teachers  
Teachers Involved in Special Education or Special  
Programs  
Psychologists/Counselors (7-8)  
Teachers-In-Charge (7-8)

### 6.3.3

All time deadlines in this Article shall be considered met if substantially complied with. In no event shall substantial compliance mean more than five (5) working days from the date specified in this Article. Substantial compliance with time deadlines will not be required if a reasonable excuse exists for the deadlines not being met. Reasonable excuse will include the extended absence of one or more parties to the evaluation process.

Designees of the Association and the District shall meet each school year for the purpose of reviewing and/or developing mutually acceptable forms to be used in the evaluation. Should agreement not be reached by June 30 of each school year, the District shall have the authority to determine and adopt the forms for use during the ensuing school year.

### 6.3.4

If a second evaluator is to participate as an observer in the evaluation process of a probationary or temporary unit member, he/she shall be designated in writing no later than September 30.

### 6.3.5 Areas of Evaluation

The district shall evaluate certificated unit members' performance based on the California Standards for the Teaching Profession (CSTP).

Psychologists & Speech/Language Pathologists shall be evaluated on the fulfillment of duties as defined in their job descriptions and applicable standards. Summative evaluation Forms and Rubrics are found in Appendix H. Upon request the district shall provide a copy of the unit member's job description.

### 6.3.6 Writing of Goals and Objectives

Unit members shall develop goals and objectives which are consistent with the established standards for his/her particular assignment.

#### 6.3.6.1

The goals and objectives plan will be submitted in writing to the evaluator no later than September 30. The number of goals are as follows: six (6) goals for temporary and probationary teachers without a Clear California Credential; four (4) goals for experienced teachers who possess a Clear California Credential and are new to the District (1-5 years); three (3) goals for teachers with 6-10 years of experience in the District and two (2) goals for teachers with 11 or more years with the District

#### 6.3.6.2

The evaluator may require goals/objectives in CSTP areas where the unit member has demonstrated a weakness that is documented in previous written observations.

#### 6.3.6.3

Goals/objectives may be modified during the school year by either mutual agreement between the evaluator and the unit member or by the evaluator alone if the evaluator determines that problems have developed in the individual's job performance during the school year.

### 6.3.7 Goals/Objective Conference

A conference between the evaluator and each unit member shall be held before September 30. If an evaluator has more than twelve (12) evaluations in one year, the time may be extended an additional two weeks.

#### 6.3.7.1

The unit member will bring his/her goals/objectives to the conference.

#### 6.3.7.2

The evaluator and the unit member will, at the start of the conference, review together the unit member's assignment, the goals/objectives submitted by the unit member, and the evaluation rubric.

#### 6.3.7.3

The evaluator and unit member will also review the resources, both human and material, which are available.

#### 6.3.7.4

The evaluator and unit member will discuss and mutually agree on the methods to be used for obtaining evidence of performance and implementation and/or completion of goals/objectives.

#### 6.3.7.5

The evaluator will review and discuss with the unit member the sequence and timing of observations and conferences to be followed.

#### 6.3.7.6

The evaluator and the unit member will discuss instructional or professional practices, strategies and techniques appropriate for achieving the agreed upon goals/objectives.

#### 6.3.7.7

Modification of goals/objectives may be proposed by either evaluator or unit member. Modification of goals/objectives may take place at this time or by mutual agreement at a later date. If human and material resources are not available to meet objectives, these objectives must be modified accordingly.

#### 6.3.7.8

Failure to reach agreement on any of the goals or objectives shall necessitate that the evaluator and the unit member designate a third party, or parties, agreeable to both, to mediate the disagreement. Resolution of the disagreement shall begin at the earliest possible time that disagreement becomes apparent, but no later than the end of the seventh (7th) school week. If the unit member and evaluator cannot reach agreement by the end of the seventh (7th) week on the designated third (3rd) party, the Superintendent will resolve all areas of disagreement.

#### 6.3.7.9

The evaluator shall inform the unit member of this right of appeal if a disagreement exists concerning the unit member's goals/objectives.

#### 6.3.7.10

The evaluator and the unit member shall retain a written record the goals/objectives.

### 6.3.8 Observation Procedures

Evaluations of probationary/temporary unit members shall be based on a minimum of three (3) observations; those of permanent unit members on a minimum of two (2) observations. Additional observations may be initiated by either the unit member or the evaluator. The evaluator may make any such additional observations with 24 hour prior notice unless mutually agreed otherwise.

At least two (2) of each probationary/temporary unit member's observations and at least one (1) of each permanent unit member's observations shall occur before January 1. Post observation meetings shall not be held on the same day as the summative evaluation conference. In no case shall the last observation of the school year be held later than March 1 for permanent bargaining unit members.

For those on second semester assignments, the date shall normally be the last working day in February subject to reasonable extension based on when the assignment begins.

#### 6.3.8.1

Each observation shall consist of a minimum of twenty (20) consecutive minutes and shall be scheduled at least twenty-four (24) hours in advance, unless mutually agreed upon.

##### 6.3.8.1.1

No observations of a unit member shall be scheduled during the week of Open House or the week of Back to School.

##### 6.3.8.1.2

No more than two observations of a unit member shall be scheduled per week.

#### 6.3.8.2

The evaluator shall record his/her observation notes on a form reviewed with the unit member at the pre-conference.

#### 6.3.8.3

Within five (5) working days of the observation, a conference shall be held between the unit member and evaluator to discuss the observation. A copy of the observation form or the observation notes shall be given to the unit member. The unit member may add comments to the form.

#### 6.3.8.4

Counseling or other assistance, relative to the unit member's educational program, will be provided at any time during the evaluation period if either the evaluator or the unit member believes such assistance would be helpful. The provisions for assistance should include both human and material resources. The plan for assistance shall be in writing.

##### 6.3.8.4.1

The evaluator and unit member should mutually agree on plans for follow-up counseling or other assistance. If the parties do not reach an agreement within five (5) working days, the Superintendent will make the final decision.

#### 6.3.8.5

All previously mentioned observation procedures shall apply to observations by a second observer.

#### 6.3.8.6

If a second administrator is involved in the observation process, a pre-conference shall be held 24 hours prior to any observation by the administrator unless mutually agreed otherwise.

### 6.3.9 Summative Evaluation

#### 6.3.9.1

Summative evaluations shall be completed as follows:

- by February 15 for second year probationary unit members
- by April 1 for permanent unit members
- by May 1 for first year probationary and all temporary unit members

Summative evaluations for unit members on a contract for less than one year shall be completed no later than thirty (30) days before the end of the contract.

#### 6.3.9.2

A conference will be held by the evaluator and the unit member no later than ten working days after the completion of the summative evaluation.

#### 6.3.9.2.1

The evaluator will review and discuss with the unit member the evidence on which he or she based the summative evaluation.

#### 6.3.9.2.2

A formal charge by a member of the public shall not be considered in the evaluation unless all the procedures of Board policy on public charges have been followed.

#### 6.3.9.2.3

No unit member shall be held accountable for any aspect of the educational program over which he/she has no authority to correct deficiencies.

#### 6.3.9.2.4

The unit member shall be informed that he/she has the opportunity to append a written statement of views to the summative evaluation.

#### 6.3.9.3

A copy of the summative evaluation will be given to the unit member. Another copy will be filed in the District's Personnel Office. An additional file may be kept in the evaluator's office. Any file in the District containing information regarding a unit member shall be open to the unit member.

#### 6.3.9.4

For permanent unit members, a summative evaluation shall be considered unsatisfactory if any two of the six California Standards for the Teaching Profession are below standard. For probationary unit members, a summative evaluation shall be considered unsatisfactory if any one of the six California Standards for the Teaching Profession are below standard. For a standard to be considered below standard, 50% or more of the elements must be below standard.

Any permanent unit member who receives an unsatisfactory summative evaluation shall, upon written request to the evaluator, be entitled to reasonable subsequent observations, conferences, or one additional written evaluation or all of the above under the procedures prescribed in this article.

#### 6.3.9.4.1

It shall be at the discretion of the evaluator to make additional summative evaluations of the unit member's performance and



competence at any time within the school year. Such additional evaluations shall be preceded by at least two (2) observations, of not less than twenty (20) consecutive minutes in length. One such observation may be unit member-initiated if so requested.

#### 6.3.9.4.2

The evaluator shall take affirmative action to assist the unit member to correct any cited deficiencies on the summative evaluation. Such action shall include specific recommendations for improvement and direct assistance in implementing such recommendations. Such recommendations shall be in writing to the unit member and shall be prepared at the time of and included in the summative evaluation.

#### 6.3.9.4.3

Before the end of the school year, the evaluator shall assess the implementation of the recommendations specified in 6.3.9.4.2. The evaluator shall provide the assessment in writing to the unit member. A copy of the assessment shall be attached to the evaluation of the unit member.

#### 6.3.9.5

If an unsatisfactory summative evaluation is delivered to the unit member based on criteria in the LASD rubric, (Appendix H), then the member shall be referred to the Peer Assistance and Review Program.

### 6.4 Peer Assistance and Review Program

#### Purpose:

The Peer Assistance and Review Program (PAR) allows exemplary teachers (Consulting Teachers) to assist certain permanent teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.

#### 6.4.1

The PAR resources shall be utilized by participants in the following priority order:

- Referred "Participating Teachers" with an unsatisfactory evaluation;
- Voluntary "Participating Teachers"

#### 6.4.2 Definitions

##### 6.4.2.1

"Teacher" - Any member of the certificated bargaining unit who is covered by the certificated evaluation, Article 6 of the Agreement.

#### 6.4.2.2

“Participating Teacher” (PT) - A unit member who either volunteers or is required by this Agreement to participate in PAR.

#### 6.4.2.3

“Consulting Teacher” (CT) - An exemplary teacher meeting the requirement set forth in Ed Code 44501 and who is selected by the Joint Panel to provide PAR assistance to a Participating Teacher.

#### 6.4.2.4

“Voluntary Participating Teacher” (VPT)- A unit member wanting to engage in a professional growth activity and who is not a Referred Participating Teacher with an unsatisfactory evaluation.

#### 6.4.2.5

“Referred Participating Teacher” (RPT) - A unit member with permanent status whose most recent summative evaluation contained an unsatisfactory evaluation.

#### 6.4.2.6

“Principal” - The certificated administrator appointed by the District to evaluate a certificated teacher.

#### 6.4.2.7

“Joint Panel” - The panel that administers PAR.

### 6.4.3 Program Outline

#### For Referred Participating Teachers (RPT)

##### 6.4.3.1

Any permanent teacher with an unsatisfactory summative evaluation must participate in PAR.

##### 6.4.3.2

The Joint Panel will assign Consulting Teacher or Teachers to work with the RPT. Within the first six weeks of the regular school year, either the Consulting Teacher or the RPT may petition the Panel to change this PAR assignment for good reasons. The RPT shall be allowed only one change per year.

### 6.4.3.3

The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the RPT's Principal as specified in section 6.3.9.4.1 and 6.3.9.4.2 of this Article.

#### 6.4.3.3.1

These areas for improvement shall be consistent with best practices for student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).

#### 6.4.3.3.2

The Principal and the Consulting Teacher assigned to the RPT shall meet and discuss the recommended areas of improvement outlined by the Principal and the types of assistance that should be provided by the Consulting Teacher.

#### 6.4.3.3.3

The Consulting Teacher and the Principal are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the RPT.

#### 6.4.3.3.4

The Consulting Teacher and the RPT shall meet to discuss the plan for assistance, which shall also involve conducting classroom observations of the RPT.

#### 6.4.3.3.5

At the end of the time period specified by the Joint Panel in the support/improvement plan, or by April 1, the Consulting Teacher shall complete a written report describing the RPT's participation in PAR. This report shall consist solely of: (1) a description of the assistance provided by the Consulting Teacher; (2) a description of the RPT's participation in PAR; and (3) the participation by the RPT towards implementing the plan. This report shall be submitted to the Joint Panel, with a copy also submitted to the RPT and the Principal.

#### 6.4.3.3.6

The Consulting Teacher's report shall be included as a part of the RPT's summative evaluation.

#### 6.4.3.3.7

The RPT will participate in PAR until the RPT receives a satisfactory evaluation, or the Joint Panel determines the RPT no longer benefits from participation in PAR. The duration of PAR participation shall not typically exceed one calendar year. The Joint Panel may agree to extend participation in PAR up to one additional calendar year.

### For Voluntary Participating Teachers

#### 6.4.3.4

Teachers eligible to be Voluntary Participating Teachers (VPT) may submit to the Joint Panel a proposal to work with a Consulting Teacher or to participate in any activity approved by the Joint Panel that utilizes the concept of peer assistance and support.

#### 6.4.3.5

Because permanent teachers with satisfactory performance are not mandated by law to participate in PAR, neither the Consulting Teacher nor the Panel will forward to the Board the names of volunteer teacher participants or report on the outcome of their participation.

### 6.4.4 Governance and Program Structure

#### Joint Panel

#### 6.4.4.1

PAR will be administered by a Panel consisting of five members, three selected by the Association, and two administrators appointed by the District. Qualifications for the teacher representatives shall be the same as those for Consulting Teachers. A teacher's representative term shall be two years. The Panel shall establish a procedure for selecting the Chair. The term of the Chair shall be one year, and the position shall alternate between the Association and the District. The Chair shall be a full voting member of the Panel.

#### 6.4.4.2

The Joint Panel will make all decisions through consensus in the areas of CT appointments, reports and recommendations to the Board of Trustees, and the PAR plan and budget. Failing consensus, decisions will be made by a majority vote. Four of the five Joint Panel members will constitute a quorum for purposes of meeting and conducting business.

#### 6.4.4.3

The Joint Panel's primary responsibilities are to establish the annual PAR plan and budget, and to select and oversee the Consulting Teachers. The District shall be responsible for the costs incurred by the panel including, but not limited to, paying the joint panel members at the hourly rate and paying fees and costs for conferences and other programs/events which are required of the RPT. In addition, the Panel is responsible for:

- Coordinating with the District to provide training for Consulting Teachers, for Joint Panel members, and where appropriate for any participating teachers.
- Assigning Consulting Teachers to RPTs and VPTs.
- Evaluating the effectiveness of the Consulting Teachers in their role through direct observation and evaluation of Consulting Teacher reports and/or working directly with the principal
- Reviewing Consulting Teachers' reports on RPTs
- At the conclusion of the PAR process, submitting to the Superintendent/Board of Trustees recommendations regarding RPTs, including forwarding the names of any individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement. When the PAR process is completed, as outlined in the CT's report and the Joint Panel's determination, the Joint Panel shall issue its report no later than May 15th of the school year
- Making an annual report to the Board of Trustees and the Association regarding the impact of PAR, its overall effectiveness, and recommendations for improvements in the Program
- Forwarding to Human Resources at the end of the year all the records regarding PAR, which shall be filed separately from the individual personnel records, except as set forth in the previous bullet
- Establish internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this section of the Agreement

#### 6.4.4.4

By May 15 of each fiscal year, the Joint Panel will establish a PAR plan/budget for the succeeding year, which shall include:

- The estimated state revenues for the Program
- The estimated expenditures in consultation with Assistant Superintendent of Instruction
- The projected number of RPTs, VPTs, and the CTs needed

- Release time for the Panel and CTs to engage in professional activities consistent with PAR
- Pay for CTs that is consistent with the pay parameters established by the Joint Panel
- Projected costs for observation, training, administrative overhead, and if necessary, legal and consulting assistance
- By June 1, the PAR plan/budget will be submitted to the Association President and the Superintendent for approval. If both parties do not approve the PAR plan/budget, it may be modified by mutual agreement. By June 15, if the parties cannot reach agreement either to approve the PAR plan/budget or to amend it, then the PAR plan/budget will be submitted by the Joint Panel to the Board of Trustees for approval

#### 6.4.5 Consulting Teachers (CT)

##### 6.4.5.1

CT positions shall be configured to meet the specific needs of each RPT, and VPT. Positions will be posted according to section 5.4.4 of Article 5, "Notification of Vacancies." Each applicant shall be required to submit a completed application, which shall include at least three references from individuals who have direct knowledge of the applicant's abilities for the position, including at least one reference from a District administrator. The Panel's procedures for selecting CTs shall include a provision for interviewing and observing the candidate teaching. The Joint Panel will make the selection, which will be forwarded to the Superintendent for final approval. All applications and references will be treated with confidentiality and will not be disclosed except as required by law.

##### 6.4.5.2

A CT's term will be two years, and s/he may reapply for one additional term.

##### 6.4.5.3

If a CT's assignment involves being released from the classroom, upon completion of the assignment, unless the CT requests otherwise, the district will make every effort to return the teacher to the school (and department, where relevant) in which the teacher taught before assuming the CT position.

##### 6.4.5.3.1

The Superintendent must approve the CT's release from his/her classroom position.

#### 6.4.5.4

CTs may be required to attend training programs designed to prepare them for their roles. This training may take place as a combination of released time and non-work time, with appropriate compensation for attending training during non-work time. Training programs will be approved by the Joint Panel.

#### 6.4.5.5

CTs shall provide assistance to RPT's in the areas recommended for improvement (see sections 6.4.3.3 through 6.4.3.3.4). This assistance may include any of the following activities:

- Meeting and consulting with the principal or evaluator regarding the nature of the assistance being provided. The CT shall create an Action/PAR plan in consultation with the RPT and present it to the Joint Panel by October 15
- Providing assistance to improve in the specific areas identified by the evaluator
- Observing the RPT during periods of classroom instruction
- Demonstrating teaching for the RPT or arranging opportunities for the RPT to observe other teachers
- Facilitating the RPT's access to specific training in specified teaching techniques or in designated subject matter
- Other activities appropriate to the RPT's needs and interests

#### 6.4.5.6

Support provided by the CTs to VPTs may include providing assistance to improve in areas identified by the VPT.

### 6.4.6 Other Provisions

#### 6.4.6.1

Unit members who function as Joint Panel members or CTs under this document shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1(g) and (m).

#### 6.4.6.2

Unit members who perform functions as CTs or Joint Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

#### 6.4.6.3

Consulting Teachers will be provided, resources, support, and an operating budget sufficient to meet caseload needs as determined by the Joint Panel.

### 6.4.7 Records

#### 6.4.7.1

All documents and information relating to the participation in PAR will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

#### 6.4.7.2

All parts of the selection process of CTs will be treated as confidential and will not be disclosed except as required by law.

#### 6.4.7.3

All the documents for PAR will be filed by the Human Resources Office separately from the individual personnel records, except as set forth in section 6.4.3.3.

### 6.4.8

Training for all members of the Joint Panel may include but not be limited to:

- Peer Assistance and Review Training program prepared by CTA
- Joint Panel responsibilities
- Selection method for CTs
- Procedures for assigning CTs
- Procedures for proper budget development

### 6.4.9

Training for the CTs may include but not be limited to:



- Peer Assistance and Review Training program prepared by CTA
- CT responsibilities
- Training programs prepared by various Colleges and/or Universities, the Santa Clara County Office of Education, the District; and/or The New Teacher ProjectS
- Other training or collaboration, communication and/or mentoring as needed

## 6.5 Personnel Files

### 6.5.1

The District shall not base any adverse action against a unit member upon materials which are not contained in such unit member's personnel file. The District shall not base any adverse action against a unit member upon materials which are contained in such unit member's personnel file unless the materials had been placed in the file by the end of the school year in which the incident giving rise to the materials occurred or within twenty-five (25) working days of such incident, whichever is later, and the unit member had been notified at such time that the materials are to be placed in the file.

### 6.5.2

A unit member's personnel file shall not include ratings, reports or records which (1) were obtained prior to the employment of the unit member, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

### 6.5.3

No material may be placed in the file regarding a unit member unless that unit member receives a copy of the material. All such files shall be confidential.

### 6.5.4

Information of a derogatory nature, except material mentioned in the preceding paragraph of this section, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statement, his own comments thereon. Such a review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction. (Education Code 44031(b)(1)).

### 6.5.5

Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

#### 6.5.6

The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

#### 6.5.7

The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or his Association representative, if so authorized by the unit member.

#### 6.5.8

Access to personnel files shall be limited to authorized personnel on a need to know basis. The contents of all personnel files shall be kept in the strictest confidence.

#### 6.5.9

The District shall maintain the unit member's personnel files at the District's Central Office. Any files kept by the unit member's immediate supervisor, with the exception of observational records, shall not contain any material not found in the District's files, subject to section 6.5.1.

#### 6.5.10

A formal complaint lodged against a unit member by a citizen shall not be placed in the unit member's file until all steps outlined in Administrative Regulation 1312.1 have been completed and an additional twenty (20) working days have passed.

## ARTICLE 7

### CERTIFICATED DISCIPLINE PROCEDURES

#### 7.1 Disciplinary Action

##### 7.1.1

The District may discipline any unit member for just cause with due process.

##### 7.1.1.1

Such discipline may include an oral warning, written warning, written reprimand, suspension with pay or suspension without pay not to exceed fifteen (15) working days per school year.

##### 7.1.1.1.1

An oral warning will include: 1) A statement that this is an oral warning; 2) The reasons for the warning; 3) A recommendation to change the behavior that led to the warning; 4) A question asking if the unit member understands the warning.

##### 7.1.1.2

Except at the first meeting of an immediate suspension, unit members shall have the right of representation of their choice at all levels of certificated discipline procedures. In the case of an immediate suspension, the individual being suspended shall have the right to have present an available unit member (normally, the building representative.)

#### 7.2 Causes for Disciplinary Action

##### 7.2.1

The Superintendent may recommend disciplinary action against a unit member if, in his/her considered opinion, the unit member has engaged in any of the following actions:

##### 7.2.1.1

Persistent absences which are detrimental to the educational program.

##### 7.2.1.2

Persistent unexcused tardiness which is detrimental to the educational program or operation of the school site.

##### 7.2.1.3

Persistent failure to perform regular or other assigned duties.

#### 7.2.1.4

Disorderly conduct while on the school site or at a school related activity where children are involved.

#### 7.2.1.5

Immoral conduct while on the school site or at a school related activity where children are involved.

#### 7.2.1.6

Substance abuse which makes the unit member unfit to instruct or associate with children while on the school site or at a school-related activity where children are involved.

#### 7.2.1.7

Repeated violation of District Board policies or District Board regulations of LATA/LASD Collective Bargaining Agreement.

### 7.3 Procedures to be Followed Before Implementing Disciplinary Action

Before a unit member may be recommended for disciplinary action by the Superintendent for any of the above listed infractions, the following procedures shall be adhered to unless the health and/or safety of students is in present or impending jeopardy, in which case suspension with pay no longer than fifteen (15) working days may be first implemented. If disciplinary action is required, then the salary paid to the unit member during the suspension period will be forfeited from the next month's salary.

#### 7.3.1

Initially, the Supervisor shall discuss acts or omissions with the unit member, and shall give the unit member a written summary of the discussion, including guidelines for corrective behavior.

#### 7.3.2

In cases where the health and/or safety of a student is in present or impending jeopardy, or when behavior described in areas 7.2.1.4, 7.2.1.5, or 7.2.1.6 above has been observed, immediate disciplinary action may be taken. In all other cases, the unit member shall be given a reasonable time, but not less than ten (10) working days, in which to correct the behavior before disciplinary action is taken.

#### 7.3.3

Prior to convening the Accountability Committee, the Superintendent or his/her designee shall give written notice of pending disciplinary action to the unit member.

This written notice shall include the following information:

#### 7.3.3.1

A statement of the specific act(s), omission(s), cause(s) and/or reason(s) for the proposed disciplinary action.

#### 7.3.3.2

A statement that the unit member has the right to respond to the Superintendent regarding the matters raised in the written notice orally and/or in writing, including the submission of affidavits, within fourteen (14) calendar days of receipt of the written notice of proposed disciplinary action.

#### 7.3.3.3

A statement that the unit member may request, within five (5) calendar days of receipt of the written notice of proposed disciplinary action, to appear personally before the Accountability Committee regarding the matters raised in the written notice of proposed disciplinary action.

##### 7.3.3.3.1

The Accountability Committee shall notify the unit member of the date selected for the meeting at least fourteen (14) calendar days prior to the actual meeting date.

##### 7.3.3.3.2

At such a meeting the unit member and/or his/her representative shall be granted a reasonable opportunity to make any representations and/or to offer any evidence relevant to the case.

##### 7.3.3.3.3

Unit members shall have the right to be accompanied by an Association representative or other person of their choice at any meeting before the Accountability Committee or at any meeting with an administrator where disciplinary action is contemplated or discussed. Should the unit member choose to be accompanied by an attorney then the School District shall also have the right to designate an attorney as its representative.

##### 7.3.3.3.4

The unit member shall be given paid release time to attend such a meeting which shall be held during the school day.

#### 7.3.4

In case of suspension without written notice, the Superintendent or his/her designee shall verify in writing within one working day following the day of suspension, the specific dates of the suspension. The Superintendent or his/her designee shall give written notice

regarding the information of the suspension (Article 7 section 7.3.3.1) within five (5) working days of the suspension.

#### 7.3.5

Should the unit member request a hearing before the Board following the procedures outlined in this Article, the request will be granted. This hearing shall be requested within fifteen (15) working days of notification of the disciplinary action taken by the Board.

#### 7.3.6

Following the completion of the procedures in this Article, filing a grievance stays the action of the Board until the grievance procedure has been completed.

Nothing in this Article shall preclude unit member dismissal pursuant to Education Code Section 44032, et. seq.

## ARTICLE 8

### GRIEVANCES

#### 8.1. Purpose

##### 8.1.1

All unit members are encouraged to seek resolution of grievances informally and at the lowest possible level. However, nothing contained herein will be construed as limiting the right of any unit member to discuss the matter informally with any appropriate member of the administration.

##### 8.1.2

Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. The time limits, may, however, be extended by written mutual agreement.

#### 8.2 Definitions

##### 8.2.1

A "grievant" or the "aggrieved person" is an employee or a group of employees of the District, or the Association, covered by the terms of this Agreement.

##### 8.2.2

A "grievance" is an allegation by one or more unit members or by the Association of a violation, inequitable application, misapplication or misinterpretation of this Agreement or School Board policy, regulation, or practices.

##### 8.2.2.1

An alleged violation of School Board Policy, practice, or regulation will go to the School Board for resolution at Level IV, if necessary.

##### 8.2.2.2

Practices used in this section will not supersede the management rights and District powers as stated in Article 2, section 2.5 of this Agreement.

##### 8.2.3

A "day" in terms of this Article shall be any day that school is in session.

##### 8.2.4

The "immediate supervisor" is the management person having immediate jurisdiction over the grievant.

## 8.2.5

A "representative" is a member of the unit, an Association representative, or legal counsel who shall represent any grievant or party of interest upon the grievant's request.

## 8.2.6.

The "Association" means the Los Altos Teachers Association/California Teachers Association/National Education Association.

## 8.3 Procedure for the Grievance Process

### 8.3.1 Level I - Informal Level

#### 8.3.1.1

The grievant will first discuss the grievance with the principal or immediate supervisor, or the administrator in charge of personnel, with the objective of resolving the matter informally. The grievance shall be submitted orally at this level. In the case of a grievance filed against the Superintendent, the immediate supervisor shall be the president of the Board of Trustees.

#### 8.3.1.2

The immediate supervisor or administrator will respond within two working days.

#### 8.3.1.3

A multiple party grievance or an Association grievance may begin at the Informal level. If the grievant is not satisfied with the response, a formal grievance may be submitted within five (5) working days at either Level II or Level III.

#### 8.3.1.4

A multiple party grievance or an Association grievance may begin at the informal level.

### 8.3.2 Level II - Formal Level, Principal/Immediate Supervisor

#### 8.3.2.1

If the grievant is not satisfied with the disposition of the grievance at the Informal (Level I) Level, or if the time limits are not met, the grievant may file a formal statement with the immediate supervisor within an additional five (5) days. In the case of a grievance filed against the Superintendent, the immediate supervisor shall be the president of the Board of Trustees.



#### 8.3.2.2

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the response rendered at an informal conference, if any, and the specific remedy sought. A copy shall be forwarded to the District Administrator in charge of personnel, and to the chairperson of the Association Grievance Committee. The certificated grievance filing form is contained in Appendix A of this Agreement.

#### 8.3.2.3

The supervisor shall communicate a decision to the unit member in writing within five (5) days.

#### 8.3.2.4

Within the above time limits either party may request a personal conference with the other party.

### 8.3.3 Level III

#### 8.3.3.1

If a grievance affects more than one unit member in a single building or unit members in more than one building, the Association, on behalf of the affected unit members or, on its own behalf, may initiate a grievance at Level III.

#### 8.3.3.2

In the event the grievant is not satisfied with the response at Level II, the grievant may appeal that response to the Superintendent and/or School Board within five (5) working days.

##### 8.3.3.2.1

If a grievance is of such nature that it would not go to Binding Arbitration for resolution, it will go to the Superintendent at Level III and may go to the School Board at Level IV.

##### 8.3.3.2.2

If a grievance is of such a nature that it would go to Binding Arbitration for resolution, it will go to the School Board and/or Superintendent at Level III, and may go to Binding Arbitration at Level IV.

##### 8.3.3.2.3

Procedural or other questions dealing with the arbitrability of a grievance will be submitted for decision by the arbitrator along with the merits of the grievance.

#### 8.3.3.3 Procedure for Non-Arbitrable Issues

#### 8.3.3.3.1

The grievant shall submit a statement that should include a copy of the original grievance, the response, and a clear, concise statement of the reasons for the appeal.

#### 8.3.3.3.2

The Superintendent shall investigate personally or shall designate someone to conduct an investigation and reply in writing with in ten (10) working days after receiving the appeal. The grievant and the Association shall be notified prior to this reply and have an opportunity to respond. Either party may request a personal conference with the other party within the above time limits.

### 8.3.3.4 Procedure for Arbitrable Issues

#### 8.3.3.4.1

The grievant shall submit a statement that should include a copy of the original grievance, the response, and a clear, concise statement of the reasons for the appeal.

#### 8.3.3.4.2

The Superintendent and/or School Board shall investigate personally or shall designate someone to conduct an investigation and reply in writing within ten (10) working days after receiving the appeal. The grievant shall be notified prior to this reply and have an opportunity to respond. Either party may request a personal conference with the other party within the above time limits.

#### 8.3.3.5

If a grievance affects more than one unit member in a single building or unit members in more than one building, the Association, on behalf of the affected unit members or, on its own behalf, may initiate a grievance at Level III. If such a grievance is processed, the persons so affected, and the manner in which they are affected, will be identified in the processing of the grievance.

### 8.3.4 Level IV

#### 8.3.4.1 Procedure for Non-Arbitrable Issues

##### 8.3.4.1.1

If the Grievant is not satisfied with the disposition of the grievance at Level III, or if no written response has been received within ten (10) working days after having first met with the Superintendent, or the Superintendent's

designee, the grievant may appeal within ten (10) additional working days to the School Board.

#### 8.3.4.1.2

This statement should include a copy of the original grievance, the responses received at Level II and III, and a clear, concise statement of the reasons for the appeal.

#### 8.3.4.1.3

The School Board shall investigate personally or shall designate someone to conduct an investigation and reply in writing within ten (10) working days after receiving the appeal. The grievant shall be notified prior to this reply and have the opportunity to respond. Either party may request a personal conference with the other party within the above time limits.

### 8.3.4.2 Procedure for Arbitrable Issues

#### 8.3.4.2.1

If the grievant is not satisfied with disposition of the grievance at Level III, or if no written response has been received within ten (10) working days after having first met with the Superintendent and/or School Board or designee, the grievant may, within ten (10) additional working days, request in writing that the Association submit the grievance to Arbitration.

#### 8.3.4.2.2

This statement should include a copy of the original grievance, the responses received at Levels II and III, and a clear, concise statement of the reasons for the appeal.

#### 8.3.4.3

The following procedures shall be followed when a grievance goes to binding arbitration:

#### 8.3.4.3.1

The grievant or his representative shall request a list of arbitrators from the American Arbitration Association in accordance with AAA procedures;

#### 8.3.4.3.2

The parties to the grievance shall agree upon a mutually acceptable arbitrator within five (5) days; or

#### 8.3.4.3.3

If the parties to the grievance cannot agree, they shall select the arbitrator by alternately eliminating names from the list until one remains. The process of striking names shall be completed within ten (10) days of receipt of the list from AAA, by both parties. All grievances reaching this level shall be numbered. The odd-numbered grievances shall give the employer the first option for striking names and the even-numbered grievances shall give the other party the first option.

#### 8.3.4.4

The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the School Board and to the Association and will be final and binding upon the parties to the grievance.

#### 8.3.4.5

The fees and expenses of the arbitrator and the hearing shall be borne equally by the School Board and the grievant. All other expenses shall be borne by the party incurring them.

#### 8.3.4.6

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the School Board. In no event shall the arbitrator have the authority to consider the content of an evaluation.

### 8.4. Miscellaneous

#### 8.4.1

A grievance may be withdrawn at any time, but the same grievant may not file a second grievance on the same issue unless additional evidence becomes available.

#### 8.4.2

Any unit member shall have the right to present, process and resolve a grievance in accordance with the procedure of this Article and to have the grievance adjusted without intervention by the Association prior to submission to arbitration, or resolution by the School Board, provided that the adjustment is not inconsistent with the terms of the Agreement, and that the Association has been given opportunity to be present at such adjustment and to state its views, and that the School Board shall not agree to resolution of the grievance until the Association has been given the opportunity to file its response.

#### 8.4.3

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

#### 8.4.4

Should the grievance be in process when school closes, and at the option of the grievant, the grievance may be processed and the time limits will toll in accordance with the working days on which the District office is open.

#### 8.4.5

If a grievance arises from the action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit the grievance in writing to the Superintendent and the Association directly and the processing of such grievance will commence at Level III. The Association may represent and process such a grievance through the subsequent levels of the grievance procedure.

#### 8.4.6

Nothing in this Agreement shall abrogate the grievant's right to judicial review of the courts.

#### 8.4.7

Forms utilized in the above procedure shall be mutually agreed upon by the School Board and Association.

#### 8.4.8

Practices used in Article 8 will not supersede the management rights and District powers as stated in Article 2, section 2.5 of this Agreement.

## ARTICLE 9

### WORKING CONDITIONS

#### 9.1 Facilities, Materials and Equipment

##### 9.1.1

The School Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, safety equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The School Board agrees further that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. Provision shall be made in each school for a unit member's reference library which contains relevant texts, periodicals and media materials.

##### 9.1.2

The School Board agrees to provide access to equipment for members to reproduce instructional materials and to maintain this equipment in good working order.

##### 9.1.3

The District shall provide the tools, equipment and materials necessary for each unit member to effectively perform the functions of his/her job responsibilities. For technology resources, refer to the District Technology Plan.

##### 9.1.3.1

Teaching conditions in a portable classroom shall be comparable to those in a permanent classroom.

##### 9.1.4

The School Board shall provide facilities for the supervision of students during recesses and lunch on rainy days. Classrooms may be used for this purpose. The District will attempt to provide noon duty aides where needed.

##### 9.1.5

The School Board shall make available in each school: lunchroom, restroom and lavatory facilities for unit member use. Keys to these facilities, including library and room where teacher cubbies are located, shall be provided to or made readily available to unit members.

##### 9.1.6

Telephone facilities and mailboxes shall be made available to unit members for their reasonable school-related use.

#### 9.1.6.1

Workplaces for unit members shall be adequately heated, and, where air conditioning is available, adequately cooled. The teachers will be able to shut off the units, when needed, as long as ventilation is maintained. The units will be checked, cleaned and filters changed regularly.

### 9.2 Lesson Plans

#### 9.2.1

There shall be evidence of written planning by each unit member. These plans will vary according to grade level and subject area.

#### 9.2.2

The form, content, and time span of plans shall be determined by the unit member and the immediate supervisor.

### 9.3 Need for Substitutes

The District shall make every effort to provide a substitute when a unit member teaching in a regular self-contained or departmentalized or Special Day Class or Resource Specialist classroom is absent.

#### 9.3.1

A unit member may indicate a first and second preference for a substitute. The District shall attempt to arrange for said substitutes before contacting others on the substitute list unless the substitute is a unit member without a regular assignment or is a preferred substitute due to layoff provisions.

#### 9.3.2

The parties recognize that there may be times of emergency, such as an epidemic, when a classroom cannot be covered except through the assignment of a unit member to supervise more than one classroom. In such circumstances and after reasonable efforts have been made to otherwise supervise the class, a unit member may be assigned to such additional duty. If said unit member wishes assistance of an aide, the District shall attempt to provide one.

#### 9.3.2.3

The parties recognize the following priority in the assignment of substitutes in a substitute shortage:

Junior High School -- top priority

Intermediate Grades and Schools without SIP Aides - next priority

Primary Grades with SIP Aides - last priority

## 9.4 Unit Member Travel

### 9.4.1

Schedules of unit members who are assigned to more than one school shall be arranged so that no such unit member shall be required, without his consent, to engage in interschool travel of more than twenty-five (25) miles per day. Such unit members shall be notified of any changes in their schedule at least fifteen (15) school days prior to the proposed change, unless otherwise mutually agreed upon.

### 9.4.2

Travel time between buildings for unit members assigned to more than one (1) building will be considered as working hours.

#### 9.4.2.1

Any unit member required to travel during his preparation period shall be exempt from brunch and lunch duties.

#### 9.4.2.2

Classroom teachers assigned to more than one school who must travel during their brunch, lunch or preparation periods will be allowed two days a quarter of substitute teacher time to free them for class preparation and associated tasks, or, at the teacher's request, aide time up to the cost of the substitute teacher time. The teachers and principal will jointly agree on days chosen for this preparation time. Teachers need not remain at the school site during these days, but will notify the school office of their location.

### 9.4.3

Unit members who are covered by the provisions of this Article shall be entitled to lunch and relief time benefits in accordance with section 9.2 of this Article.

### 9.4.4

In accordance with Education Code Sections 44032 and 44033, the School Board shall provide for the payment of actual and necessary expenses incurred in the performance of required duties, including travel expenses of employees whether outside or inside of the District under the direction of the School Board and/or Superintendent. Travel beyond a one hundred fifty (150) mile radius of Los Altos will be by the cheapest means of travel available. Local travel will be by privately owned automobile and compensated at a rate to be computed in accord with federal government mileage allowance figures which shall be reviewed at least twice yearly. The Association shall be informed in writing within five (5) working days when mileage rates are to be adjusted and of the amount. Criteria for the payment of mileage will be for employees who are required to travel from their particular daily assignments to other locations. Employees having multiple assignments that are scheduled for a full day in such location, will not qualify. Mileage reimbursement will not be provided for field trips and between home and the employee's regular assignment for any particular school day.



#### 9.4.5

The amount of time traveling teachers and part-time teachers will be required to take part in adjunct duties will be in direct proportion to the amount of time of his/her assignment on that site. The unit member and site administrator will work together to set priorities for utilization of adjunct duties time.

### 9.5 Activities Related to Closing and Consolidation of Schools

#### 9.5.1

Unit members involved in either the closing and/or consolidation of a school shall not be required to transport or carry any District-owned materials in their own vehicles or at their own expense.

#### 9.5.2

When Management or the School Board requires the moving and transporting of District-owned materials outside of normal working hours in connection with the closing of a school, unit members involved shall be compensated at their hourly rate or given equal release time for room preparation in their new building and for packing and removing from the building being closed. The total number of compensation days will be four (4): two (2) days to pack, two (2) days to unpack.

##### 9.5.2.1

The unit member may choose pay or release time. A unit member may take two days for moving to a 'camp school' and two days to move back to a regular classroom.

#### 9.5.3

In the event of the closing and/or consolidation of schools, the school being closed shall not be vacated until the facilities of the receiving school(s) are ready for occupancy as shall be determined by representatives of the unit members involved and administrators of both schools. If time does not permit the above provisions, the District shall provide safe storage where District-owned materials shall remain intact for unit members.

#### 9.5.4

In the event of the closing or consolidation of schools, unit members may have the option of maintaining possession of curriculum materials for continued use in their new assignment if comparable or duplicate materials are not available.

### 9.6 Disputes Related to Working Conditions

Any questions regarding section 9 of this Article shall be finally resolved at the school level between the affected unit member(s) and the immediate supervisor whenever possible.

## ARTICLE 10

### TEMPORARY UNIT MEMBERS

Sections 44918 through 44921 of the Education Code are incorporated into this Agreement and supplemented as follows:

#### 10.1

A certificated employee who is hired to take the place of a probationary or permanent employee who is on a leave of determinate length may be designated as a temporary unit member.

#### 10.2

Such unit members shall be entitled to all benefits provided for in this Agreement except for those described in Article 3, section 3.9.12; and those benefits listed in Article 4 insofar as such exclusion from benefits is consistent with the law.

#### 10.3

Such unit members shall be paid on the same schedule as full-time teachers.

#### 10.4

Temporary unit members who serve during one school year for at least 75% of the number of days the regular schools of the district were maintained in such school year and have performed the duties normally required of a certificated employee of the school district shall be considered for employment after permanent and probationary full-time unit members who have been dismissed due to ADA decline or elimination of positions and after placement of all full-time permanent and probationary unit members returning from leave.

#### 10.5

Temporary unit members who serve during one school year for at least 75% of the number of days the regular schools of the district were maintained in such school year and have performed the duties normally required of a certificated employee of the school district shall receive priority consideration over new applicants in the filling of vacancies for one (1) year following conclusion of their temporary contract.

#### 10.6

The following criteria shall be used in the placement of such unit members in this order:

Appropriate credential;

Length of service when appropriate; and

Other criteria (cited in Article 5, Transfers) when appropriate.

## 10.7

Nothing in this section shall require the filling of a vacancy with a temporary unit member when governing California law allows the vacancy to be filled with a substitute.

### 10.7.1

For the purposes of this Article a vacancy is a position which will be vacant for at least one (1) semester and which is currently assigned to a probationary or permanent certificated employee on leave of absence.

## 10.8

If the District determines that a temporary teacher is not exhibiting acceptable teaching skills or otherwise not fulfilling the obligations of the position, then the District shall have the right, after an evaluation process has been undertaken, to terminate the temporary unit member prior to the time the temporary period was to be completed. The process to be followed shall be as follows: After observations and a written evaluation have occurred as delineated in Article 6 of the collective bargaining agreement, the principal may recommend termination of the unit member to the Superintendent within three (3) days after the principal has formally and in writing recommended termination and served such papers on the unit member. The Superintendent will (if requested by the unit member) hold a meeting among himself, the principal, and employee, and the employee's representative (if requested by the unit member) to review the written evaluation and the recommendation for termination. Within twenty-four (24) hours of the conclusion of the conference, the unit member may request one final observation and evaluation by the Superintendent or his designee (other than the building principal), a copy of which will be shared with the employee. Should the Superintendent continue to feel that termination is necessary, he will recommend termination to the Board of Education in writing with a copy to the unit member. Within three (3) days of the notification the employee may request a hearing before the Board of Education to review the evaluations and recommendations of the principal and Superintendent before final action is taken. This is not intended to imply that the unit member's contract will not terminate as originally specified. This shall apply to situations where the unit member is terminated prior to the end of his/her term of employment. It is not intended to place any restrictions upon the District's right to terminate the unit member at the end of his/her period of employment.

## ARTICLE 11

### PART-TIME ASSIGNMENT

#### 11.1 Shared Assignment

##### 11.1.1

Job-sharing shall refer to two (2) unit members sharing one (1) full-time assignment.

##### 11.1.2

All present assignments may be filled by two (2) job-sharers with appropriate credentials and/or experience subject to the remaining qualifications of this Section. The ability to have job-sharing is, however, at the discretion of the District. Upon one hundred twenty (120) calendar days advance notification, the District may require that the individuals engaged in job-sharing return to full-time unit employment the following school year (except those half-time employees covered under section 11.2 of this Article referring to Education Code 44922).

##### 11.1.3

Job-sharing assignments may be filled by unit members who have jointly requested to work together, whenever possible.

##### 11.1.4

Unit members desiring such an assignment shall make a formal request in writing to the Personnel Office. The deadline for requests shall be the same as for all other applications or transfer requests from the certificated staff.

##### 11.1.5

Job-sharers may request to be transferred to an increased assignment providing they have filed a request in the Personnel Office along with the "Intent to Return Next Year".

##### 11.1.6

Responsibilities of an assignment by two (2) job-sharers may be divided and/or allocated according to a plan designed by the immediate supervisor and the job-sharers. Responsibilities shall include but not be limited to attendance at regular staff meetings, and parent conferencing by both unit members and other reasonable assigned duties.

##### 11.1.7

Teachers who work less than full time will participate in all professional activities, such as orientation, staff development days and parent-teacher conferences, which relate to their jobs. An effort will be made to keep the amount of time spent proportional to the total amount of time the teacher works, but this may not be possible in job-sharing situations.

#### 11.1.8

Job-sharing unit members shall be placed appropriately on the Certificated Salary Schedule, receive one (1) step increment for each year of service, be given appropriate added increments for advanced degrees, tenure, or longevity, and receive the same District-paid fringe benefits provided part-time unit members.

#### 11.1.9

Job-sharing unit members shall accumulate sick leave in proportion to their job-sharing assignment.

### 11.2 Full Retirement Credit

#### 11.2.1

In accordance with the following provisions, certain employees of the Los Altos School District shall, at their option, be employed by the District on a part-time basis while accruing retirement benefits based upon full-time employment.

##### 11.2.1.1

The District and the employee shall make the contribution to STRS required for full-time employees.

##### 11.2.1.2

The employee must have reached at least age fifty-five (55). Employees may not participate beyond the school year in which they reach age seventy (70).

##### 11.2.1.3

The employee must have been a full-time certificated employee of the District for at least ten (10) years, of which the immediately preceding five (5) years were in full-time employment.

##### 11.2.1.4

The option of part-time employment must be exercised at the request of the employee, and no unit members shall be pressured overtly or indirectly to participate in the part-time employment program.

##### 11.2.1.5

Participation in this program may be terminated upon the mutual agreement of the employee and the School District; or either party may terminate the contract at his/her option should the other party fail to perform required services.

#### 11.2.1.6

The employee shall be paid a salary which is the pro rata share of the salary the employee would be earning as a full-time employee, but shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment. The employee shall receive the benefits as provided other fulltime certificated employees by the District and by law.

#### 11.2.1.7

The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the employer's contract of employment during the final year of service in a full-time position.

#### 11.2.1.8

The distribution of working days and hours shall be determined by mutual consent of the unit member and the principal or immediate supervisor.

#### 11.2.1.9

Any unit member who is interested in participating in the program shall notify the Personnel Office no later than March 15. The Administration shall schedule a meeting with each unit member on or before April 30 to develop a mutually agreeable program for such unit member.

##### 11.2.1.9.1

At this time the unit member shall receive:

##### 11.2.1.9.1.1

An explanation of the benefits and duties which attach to an enrollee in such program;

##### 11.2.1.9.1.2

A statement to the effect that the unit member should not enroll in such program until he/she and the School Board mutually agree on the appropriateness of the assignment, the job description, duties, hours, the location or locations at which he/she is required to perform his/her services, and the duration of his/her participation in the program.

##### 11.2.1.9.1.3

Where two (2) or more applicants are credentialed to perform the services required in a part-time position, such position shall be filled by the unit member with the greatest District-wide seniority;

#### 11.2.1.9.1.4

A statement that such unit member may not be terminated from the program except for just cause, and that such unit member may challenge his termination through the grievance procedure in this Agreement.

#### 11.2.1.10

The Agreement between the Board and the participating unit member shall be consummated on or before May 15. The unit member may be accompanied by an Association representative in any meeting he attends with the Board pursuant to this Article.

#### 11.2.1.11

Each unit member who is planning to participate in the part-time employment program shall be entitled to one (1) day of his/her Personal Necessity Leave in order to attend an Association workshop devoted to explaining the part-time employment program.

#### 11.2.1.12

Unit members who participate in the part-time employment program shall perform their services during a time period consistent with their prorated assignment.

#### 11.2.1.13

A unit member who has entered into an Agreement with the School Board to participate in the part-time employment program shall have five (5) days from the date of his/her signing the Agreement to revoke such Agreement.

#### 11.2.1.14

A unit member may terminate his/her Agreement with the School Board between April 1 and May 1 of any school year preceding his/her sixty-fifth (65th) birthday. The unit member must notify the School Board in writing of his/her intent to terminate no later than March 15. Any unit member who terminates his/her Agreement in order to return to full-time employment shall return to full-time employment at the beginning of the next semester or next school year, whichever occurs first, depending upon vacancies in the District.

#### 11.2.1.15

A unit member who participates in the part-time employment program shall be paid at the same time as other unit members for services performed during each month.

## ARTICLE 12

### SPECIAL CONSULTANTS - EARLY RETIREMENT

#### 12.1 Purpose of the Special Consultant Program

##### 12.1.1

A unit member who retires from employment in the District, whether they receive STRS benefits or not, is eligible to participate in a Special Consultant Program designed to utilize his or her skills and experience in a manner which will be of benefit to the District's educational program.

##### 12.1.2

A definition of the project to be performed by the Special Consultant and of all terms governing completion of the project will be mutually developed and agreed to in writing between the Special Consultant and the District prior to commencement of the project.

##### 12.1.3

Terms to be agreed upon in writing will include:

###### 12.1.3.1

A definition of all tasks to be performed relative to the project.

###### 12.1.3.2

A time at which the project will be completed.

###### 12.1.3.3

A timetable for completion of all tasks or stages associated with the project;

###### 12.1.3.4

A statement of the benefits to be received by the District through completion of the project;

###### 12.1.3.5

Standards of quality and/or quantity which must be met for satisfactory completion of the project.

##### 12.1.4

Agreement on the terms of the project must be reached by October 1 of the school year in which the project is to be performed. Failure to reach agreement will result in no project being performed for that year and in no compensation being paid for that year. The year in which a project is not performed will count as one of the years referred to in sub-paragraph



3.2 of this Article but will not result in the individual's termination from the Special Consultant Program.

#### 12.1.5

It is generally recognized that the Special Consultant should perform work equivalent to twenty-five (25) days of work per school year; that figure is subject to variance depending upon the tasks to be completed. The amount of time to be spent will be more specifically defined as a term of each individual's Special Consultant agreement.

### 12.2 Qualifications for Special Consultants

#### 12.2.1

The unit member shall be at least fifty-five (55) as of September 1 of the fiscal year in which he or she enters the plan.

#### 12.2.2

A unit member shall have a minimum of ten (10) years service in the Los Altos School District in a position requiring certification in order to qualify for a Special Consultant position. A year is defined as working seventy-five percent (75%) of the work year.

#### 12.2.3

The unit member shall resign from the School District prior to commencing service as a Special Consultant.

#### 12.2.4

Applications for participation in the program must be made through the Personnel Office by March 1. Exceptions after that date may be considered.

### 12.3 Conditions of the Special Consultant Program

#### 12.3.1

There will be a limit of five percent (5%) of the unit member staff which may enter the Special Consultants Program each year. Should more than five percent (5%) apply for entrance into the Consultant Program, entry will be determined by the Superintendent on the basis of what skills best suit the District's needs.

#### 12.3.2

Persons entering the program will be assured of annual contract renewal for five (5) consecutive years or to age sixty-five (65), whichever comes first. This section will, however, not apply in instances where the Special Consultant contract has been terminated because of failure to perform contractual terms. That condition is more explicitly set forth in section 12.5.

## 12.4 Compensation

### 12.4.1

The consulting fee shall be set at \$250.00 per day. Six hours of retiree work shall constitute one day's pay. The work load shall be 20 days or 120 hours per year.

### 12.4.2

All monies paid to the Special Consultant will be subject to usual federal and state payroll and withholding taxes.

### 12.4.3

The District shall continue to pay the full Consultant's benefit entitlement, including STRS if the unit member is not yet eligible to receive retirement benefits, or its equivalent carried by the unit member the year prior to his/her retirement. The retired unit member will not be eligible for participation in any new employee benefit programs put into effect subsequent to his/her retirement.

### 12.4.4

Both retirement and participation in the Special Consultant Program is wholly voluntary on the part of the employee.

## 12.5 Termination of the Contract

### 12.5.1

The Special Consultant contract may be terminated upon the mutual agreement of the Consultant and the School District; or either party may terminate the contract at his/her initiative should the other party fail to perform required services. A failure to perform required services will be defined as a failure to meet the specified terms, including quality and quantity terms, set forth in the individual's Special Consultant contract concluded with the District at the start of each year of the Special Consultant program.

### 12.5.2

Each Special Consultant will report to an administrator designated as the Special Consultant's supervisor at the commencement of each year of the Special Consultant Program. That administrator will be responsible for an ongoing evaluation of the Special Consultant's work.

ARTICLE 13  
CONSULTATION

13.1 General Areas of Consultation

13.1.1

In recognition of the interest of both the Association and the School Board to continuously improve the quality of education offered to students in the Los Altos School District, the School Board and the Association agree that representatives thereof will meet for discussion and consultation in the following areas of concern:

13.1.1.1

The in-service training of unit members;

13.1.1.2

Determination of the content of courses and curriculum;

13.1.1.3

The District's procedure for the employment of potential unit members;

13.1.1.4

The modification and development of job descriptions for unit members;

13.1.1.5

Modifications of District Policy 1312.1 - Complaints Concerning School Personnel (Certificated Employees Other Than Administrators);

13.1.1.6

Non-discrimination.

13.1.2

If either the School Board or the Association wishes to commence consultation in any of the above areas, it will contact the other party. Each party will then designate representatives to participate in the consultation process. Those representatives will establish a meeting schedule and any procedures deemed appropriate.

13.1.3

Committees which have functioned in the past may continue as part of the consultation process; particularly in the areas of determination of the content of courses and curriculum and in-service training.

## 13.2 Contractually Imposed Consultation Obligations

### 13.2.1

The Association and School Board recognize that certain articles of this Agreement specify a consultation or negotiation obligation. Those articles are: 2.5 (Emergency Declaration); 5.5.8.1 (Layoffs); 6.2.12 (Evaluation Forms); 9.3 (Class Size) and 9.7 (School Calendar). The following procedures apply with respect to those Items:

#### 13.2.1.1

The Association, within ten (10) days of execution of this Agreement, will notify the Superintendent in writing as to the name of its representative who should be contacted with respect to consultation in the areas listed in paragraph 1. Any change in the designation will be submitted in writing to the Superintendent.

#### 13.2.1.2

If consultation is requested by either party in any of the above areas, the Superintendent or the designated representative (as the case may be) will be contacted in order to arrange for a consultation session. Meeting schedules will be arranged by the parties' representatives in order to allow for full discussion of the item under consultation.

## 13.3 District Discretion

It is recognized that the School Board retains final authority to make and implement decisions within any of the areas discussed in this Article.

## ARTICLE 14

### WORK YEAR / WORK DAY

#### 14.1 Unit Member Orientation

##### 14.1.1

Unit members shall not be required to participate in more than one Orientation Day before the first day of required student attendance.

##### 14.1.2

Designees of the District and of the Association shall mutually participate in the planning of Orientation Day.

##### 14.1.3

Unit members shall not be required to provide services to the District prior to Orientation Day.

#### 14.2 Hours of Employment

##### 14.2.1

Unit members are expected to fulfill the professional responsibilities of the job to which they have been assigned. This requires variable time demands to meet with parents, attend staff meetings, coordinate with other District personnel, attend parent meetings, as well as fulfill classroom responsibilities. To allow for these variable demands, each unit member will be expected to report to school at least thirty (30) minutes before school and remain after school as long as necessary to fulfill his/her professional duties, as determined by the immediate supervisor in consultation with the unit member.

##### 14.2.2

The administrator shall be responsible for convening faculty meetings, for determining the basic agenda and length of the meetings. Unit members shall have the right to provide input regarding the scheduling of meetings and additional agenda items.

##### 14.2.2.1

Unit members agree with the district that time is needed for planning and that Wednesday afternoons are designated as a meeting time. There will be no more than 2 (total), either district or school wide meetings per month.

##### 14.2.3

Junior high school instructional day shall not be longer than three hundred fifteen (315) minutes including a preparation period of equivalent length to the average teaching period (exclusive of lunch, relief and passing time). Unit members shall have no more than thirty (30) teaching periods per week.

#### 14.2.4

The instructional day for third through sixth grades shall not be longer than three hundred fifteen (315) minutes (exclusive of lunch and relief periods) except by mutual agreement.

##### 14.2.4.1

Unit members who perform twenty-four (24) hour duty at a district-approved overnight event shall be compensated with one full day paid leave per twenty-four (24) hour day served; or six hours of the average hourly wage as defined in Article 3 section 3.11.1.

##### 14.2.4.2

Whenever a unit member's class is under direct instruction by other certificated personnel currently under a teaching contract with Los Altos School District, the unit member may use that period as preparation time, except when ratio of students to certificated staff would then exceed 35:1 or program is designed to provide in-service training to staff members.

#### 14.2.5

The instructional day for Kindergarten shall not be longer than two hundred and five (205) minutes (exclusive of lunch and relief periods), except by mutual agreement. The instructional day for grades one and two shall not be longer than two hundred eighty five (285) minutes, (exclusive of lunch and relief periods) except by mutual agreement.

#### 14.2.6

Every unit member shall be entitled to a duty-free, uninterrupted lunch period and two (2) relief periods per day. The lunch period shall be a minimum of thirty (30) consecutive minutes, exclusive of passing period. The relief period shall be a minimum of ten (10) minutes one (1) every four (4) hours. Exceptions to this provision may be made with the mutual consent of the individual and the immediate supervisor.

#### 14.2.7

The bell schedule, Back-To-School Night schedule, Open House schedule, rainy day schedule, minimum day schedule, and conference day schedule will be planned by the certificated staff of each building, subject to the approval of the Superintendent.

#### 14.2.8

Teachers of instrumental and vocal music, speech therapists, and traveling unit members shall be provided with relief periods, preparation time, and a duty-free lunch period.

#### 14.2.9

A minimum teaching day will be provided on the following: Back-To-School Night, evening Open House, graduation (7th and 8th grades), and the last day of school attendance.

#### 14.2.9.1

The schedule for a minimum teaching day shall be determined by the consensus of each building's certificated staff, subject to the approval of the Superintendent.

#### 14.2.10

Unit members involved in required special programs after regular hours will be given compensatory time off, not to exceed one-half (1/2) working day, for each special program. Such district programs include choral, orchestral, band or dramatic performances. Additional release time for special, additional, programs are subject to prior approval from the superintendent.

#### 14.2.11

Each elementary school staff will develop a plan which provides an average of at least one hour per week for collegial collaboration and planning for each teacher in grades 1-3, an average of at least one and a half hours per week for teachers in grade 4 and an average of at least two hours per week for teachers in grades 5-6 within the hours of 8:30-3:00. Therefore, the teachers in grade 4 will also receive 2 release time planning days a year, which if unused will be compensated with cash at the end of the year. The goal is to provide teachers with a weekly block of time. Options for providing such time include but are not limited to release time, clustering of special programs, additional paid work days, and reallocation of instructional minutes.

#### 14.2.12 Professional Responsibilities

The following professional responsibilities (included, but not limited to) are part of the expectations of a teacher beyond the instructional day:

- Back to School Night
- Open House
- Parent/Teacher Conferences
- Special Education Meetings
- Student Study Team Meetings
- Junior Olympics (Elementary P.E. Teachers)

#### 14.2.13 Adjunct Duties

Participation in some adjunct duties are part of a teacher's professional responsibilities. The principal and staff at each site will make an effort to distribute these duties equally. Examples include but are not limited to:

- School Site Council
- Other School Committees/Events
- Student Study Team Meetings
- Leadership Team

### 14.3 School Calendar

#### 14.3.1

The Association and the School Board shall meet in sufficient time to negotiate and agree upon a succeeding year's calendar by March 25 of each year. The following principles will govern such negotiations.

#### 14.3.2

The Association and the School Board will consult with other area school agencies and teacher organizations in an effort to coordinate the school calendars for public convenience.

#### 14.3.3

The District shall have no less than one hundred and eighty five(185) teaching (student contact) days. The number of additional non-teaching days, such as orientation, conference or in-service days, as well as the number of professional days shall be subjects of the negotiations. Professional days are those working days which are shorter than normal in total minutes of teaching time and which are planned for the purposes of unit member training and/or communication for professional growth.

#### 14.3.4

Should agreement on any aspect of the succeeding year's calendar not be reached by March 25, the School Board shall determine and adopt the calendar.

#### 14.3.5

Nothing in this section nor in an adopted school calendar shall be construed as interfering with the ability of a school staff to hold an in-service or conference day in addition to the work year on a voluntary basis so long as it is the consensus of the school staff to hold such a day or days.

#### 14.3.6

Psychologists', psychologist-counselors', and counselors' calendar years shall consist of ten (10) additional days beyond the regular work year. Compensation shall be at their daily rate of pay.

#### 14.3.7

The number of working days shall be one hundred and eighty-five (185).

#### 14.3.8

The length of the instructional day shall be at least as long as is required to meet the yearly minute requirements pursuant to Education Code Section 46201, but not longer than the times specified in Article 9, sections 9.2.3, 9.2.4 and 9.2.5.



### 14.3.9

Unit members will have one, whole planning day (one of the two teacher work days) prior to the students' first day of each school year.

## ARTICLE 15

### CLASS SIZE

#### 15.1 Class Size

Creating balanced classes is important to maximize the learning opportunities for every student in a grade level cohort. Factors determining class size include, but are not limited to, grade level, student needs and age, subject matter, safety, and available facilities.

#### 15.2

The School Board and the Association agree philosophically that lower class sizes are advisable. They agree to reopen negotiations regarding class size if the District financial situation changes.

#### 15.3

Classes in industrial arts, home arts, laboratory science, and computer education shall be limited in enrollment to the number of teaching stations available in the respective classrooms.

##### 15.3.1

The principal will consult with the affected unit member regarding any increase in the number of teaching stations placed in classes for industrial arts, home arts, laboratory science, or computer education. After consultation, if mutual agreement cannot be reached, the Superintendent shall make the final determination regarding the number of teaching stations to be so assigned.

#### 15.4

District will provide aide time of ten hours per week for combination classes. Such aide time will be calculated from the first day of the school year and shall be cumulative. In the event an aide or substitute aide cannot be provided immediately, a half-day substitute teacher will be placed in that classroom three days a week until an aide is hired.

##### 15.4.1

In determining staffing levels for each school in the spring, decreasing the number of combination classes at that school will be considered.

##### 15.4.2

Four release time planning days per year will be provided for teachers of combination classes.

##### 15.4.3

A teacher will not be assigned to a combination class more than once every three years without the teacher's permission. Exceptions may be made as needed with the consent of the principal, teacher, Superintendent, and LATA President.

## 15.5

The district will make every effort to avoid placing a student with extremely severe emotional, behavior, or other special needs, who needs to be included in the regular classroom setting, with a teacher who has had a similar student the previous year. Exceptions may be made as needed.

## ARTICLE 16

### UNIT MEMBER SAFETY

#### 16.1 Unit Member Safety

When in the judgment of a unit member, a student requires the attention of the principal, counselor, psychologist, physician, or other specialist, the unit member shall so inform his/her principal or immediate supervisor. The principal or immediate supervisor shall arrange as soon as possible for a conference among the unit member, the administrator, parent, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for resolution of the problem.

#### 16.2 Suspension from the Classroom

Suspension of students is outlined in Board Policies 5144.1 and 5144.2. We reference these policies later in this article under 16.4

##### 16.2.1

A unit member may suspend any pupil from his or her class, for any of the acts set forth in Ed Code. 48910 for the day of the suspension and the day following. When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed.

- As soon as possible, the teacher may ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist should attend the conference if it is practicable, and a school administrator may attend if either the parent/guardian or teacher so requests.
- A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)
- A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)
- The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

##### 16.2.2

A written description of the rights and duties of all administrators and unit members with respect to student discipline, referenced in LASD Board Policies (5144.1 and 5144.2), shall be available to each unit member in writing on the first day of each school year.

### 16.3 Corporal punishment

Corporal punishment shall not be administered by any person employed by the Los Altos School District.

#### 16.3.1

As per Ed. Code 44807, the School Board shall not take punitive action against a unit member who uses reasonable physical means in the performance of his duties except for just cause.

### 16.4 Assault

Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the appropriate law enforcement agency. If a student is involved, the student's parents shall be contacted immediately.

#### 16.4. 1

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the unit member for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the unit member, the police, and the courts.

### 16.5 Insurance

The School Board shall provide the insurance that is permissible under the various codes of the State of California, insuring all unit members for their legal liability, for claims brought against each member arising from acts within the scope of employment of each member. Such insurance shall include indemnification of any such judgments as well as defense costs.

#### 16.5.1

The District shall provide each unit member with \$5,000,000 worth of coverage against personal liability for damage, death of a person, or damage or loss of property caused by the unit member acting within the scope of his/her employment.

#### 16.5.2

Such insurance shall cover all reasonable expenses incurred by the unit member in connection with his defense, including all expenses which are relevant to defense of a civil suit enumerated in paragraph 10 (above). As used in this Article, "within the scope of employment" shall include any voluntary activities (such as field trips) approved by the School Board or its designee, which involves student contact.

### 16.6 Health

Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health or safety.

## ARTICLE 17

### NEGOTIATIONS

#### 17.1

No later than ninety (90) days prior to the expiration of this Agreement either party may notify the other of its desire to amend the Agreement.

#### 17.2

No later than sixty (60) days prior to the expiration of this Agreement the School Board shall meet and negotiate in good faith with the Association on a successor Agreement matters relating to wages, hours of employment, health and welfare benefits, leaves and transfer policies, safety conditions of employment, class size, procedures to be used for evaluation of employees, organizational security, procedures for processing grievances and other provisions as defined in the RODDA act.

#### 17.3

Reopener negotiations shall occur over Article 3 (Professional Compensation and Benefits) and up to two other articles selected by each party for and during the second and third years of this Agreement.

#### 17.4

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

#### 17.5

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

#### 17.6

Negotiations shall take place at mutually agreeable times and places during the regular work day, provided that meetings shall be held within eight (8) calendar days from receipt of a written request.

#### 17.7

The Association shall designate not more than nine (9) representatives at any one time. The District will allow reasonable release time for the purpose of planning for negotiations or for consulting on possible grievances as well as release time for actual negotiating and grievance procedures.

#### 17.8

The District shall furnish the Association with those County and State reports and copies of all budgetary and other information it produces that are necessary for the Association to fulfill its role as the exclusive bargaining representative.

17.9

No later than October 15th the District shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1.

17.10

Each party to negotiations shall select its negotiating representatives provided that the School Board shall not select a unit member as herein defined, as its representative.

17.11

When the Association and the District reach tentative agreement on all matters being negotiated, the complete agreement shall be submitted to the membership of the Association and to the School Board for ratification. Following ratification, the School Board will notify the public of any action taken. This Agreement may be amended at any time by mutual consent of the parties and submitted to the School Board and Association for action.

17.12

Copies of amendments to the Collective Bargaining Agreement for previous years will be kept on file in the district office.

## ARTICLE 18

### SUMMER SCHOOL

#### 18.1

Unit members will be given priority for consideration in selection of summer school staffing.

#### 18.2

Teaching contracts shall be mutually agreed upon in writing.

#### 18.3

The Administration shall consult with staff regarding necessary teaching materials, facilities, and equipment.

#### 18.4

Salary shall be four (4) hours per day times the hourly rate times nineteen (19) days.

#### 18.5

In-district employees shall receive one-half day sick leave credit for each 20 days of summer session. Accrued sick leave may be used during the summer session at a rate of one-half sick day for each day's absence or the teacher may opt to be docked his/her summer per diem pay for each day's absence or fraction thereof.

#### 18.6 Special Education

##### 18.6.1

Class size shall be that size designated by law or a maximum of twelve (12) for the Summer Session.

##### 18.6.2

The work day shall be the number of minutes required by California Education Code for the children in this program (200 minutes per day minimum and 20 days minimum).

##### 18.6.3

Aide assistance shall be provided as provided by law. Each teacher shall have input into the selection of aides.

##### 18.6.4

Individual student attendance time will be determined by law. School schedules, as well as beginning and ending times, will be determined by Administration in consultation with the teaching staff.



#### 18.6.5

Placement of students in a special education summer school class shall be determined by the IEP for students in Special Day Class. Teachers shall have input regarding grouping.

#### 18.6.6

Following normal administrative practice and responsibilities, the Administration shall consult with the staff in providing them with background information on the students who attend their classes.

#### 18.6.7

Petty cash in the amount of at least \$200 shall be set aside in Special Day Class instructional supplies that may be drawn upon during summer session.

## ARTICLE 19

### MISCELLANEOUS PROVISIONS

#### 19.1

Any individual contract between the School Board and an individual unit member shall conform to and be consistent with the terms and conditions of the Agreement.

#### 19.2

This Agreement shall supersede any rules, regulations or practices of the School Board which are or may in the future be contrary to its terms. The School Board's policies, rules, and regulations are not incorporated as a part of this Agreement.

#### 19.3

Rules and regulations governing unit members' conduct shall be reasonable and enforcement of discipline shall be fair and exercised for just cause.

#### 19.4

A unit member's notification to the employer that he intends to resign shall remain revocable until such time as the School Board officially takes action on such notification.

#### 19.5

Sections 32360, 32361, 68076, and 39528 of the Education Code are incorporated into this Agreement and supplemented by the following provisions with respect to teacher produced materials.

##### 19.5.1

Teachers shall be given the legal rights to all materials developed of their own creation including, but not limited to, copyright, statutory renewal, recognition, and the right to publish independently. This shall include materials developed during normal working hours or developed while under special contract to the School Board. Unit members must take the responsibility for applying for copyrights.

##### 19.5.2

All teachers who participate in the production of tapes, publications, or other created educational material shall retain residual rights should they be copyrighted or sold by the School Board. The School Board retains the right to sell individual copies to other school districts. The School Board shall include proper form of copyright on such materials when reproduced or distributed.

#### 19.6

Any research project will conform to the Education Code, Section 60650.

## 19.7

The unit members agree that they shall not call, sanction, or engage in any primary strike, boycott, slowdown, suspension or stoppage of work interfering with unit members' duties or normal operation of the School District for the duration of this Agreement. The District agrees that it shall not cause or engage in any lockout for the duration of this Agreement. If the unit members should breach this provision of the Agreement, then the District retains, as one of its alternatives, the right to take disciplinary action as provided by law.

## 19.8

This Agreement refers to several sections of the California Education Code. Whenever such a reference appears in the Agreement, it will be read to include any mandatory changes in the cited statutory provision which occur after the execution of the Agreement.

## ARTICLE 20

### AGREEMENT

#### 20.1

The Articles and provisions contained within this Agreement constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the Los Altos School District ("School Board") and the Los Altos Teachers Association/California Teachers Association/National Education Association ("Association") representing unit members.

#### 20.2

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of Government Code ("Act").

#### 20.3

This Agreement shall remain in full force and effect from July 1, 2012 through June 30, 2015.

#### 20.4

Upon ratification by both parties, all provisions of the Agreement are retroactive to July 1 of the school year unless otherwise agreed upon in negotiations and so stated in this Agreement.

## ARTICLE 21

### EFFECT OF AGREEMENT

#### 21.1

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

##### 21.1.1

Letters of Agreement mutually accepted in the process of negotiations shall be part of the full and complete understanding and commitment between the parties hereto, once ratified by the membership of the Association and accepted by vote in open session of the Los Altos School Board.

#### 21.2

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

#### 21.3

Improvements in teacher benefits which are brought about by the amendment or addition of statutory guarantees provided in California or federal law shall be incorporated into this Agreement.

#### 21.4

Reduction or elimination of teacher benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the District to notify the Association within ten (10) working days of such changes and shall obligate the parties within ten (10) additional working days to negotiate necessary changes in the Agreement.

## ARTICLE 22

### SAVINGS

#### 22.1

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

#### 22.2

Should a provision be deemed invalid, the parties shall meet within thirty (30) days of the time the District is notified of the invalidity of the provision to renegotiate the provision affected.

## ARTICLE 23

### COLLABORATION

Collaboration is based on shared responsibility and decision making, and flexibility in achieving the mutual goals of the administration, teachers and the community. This process results in a range of services for children which can be supported in a number of different environments ranging from the regular education classroom to the special day class. The areas cited below support the collaborative process and help develop strong team building in the Los Altos School District.

#### 23.1 SITE FACILITATORS

The purpose of having site facilitators is to provide unit members with a vehicle to discuss and make recommendations about issues important to member(s) at the site. It is a way to facilitate conversation between members and themselves, and between member(s) and the administration.

##### 23.1.1

Unit members at each site will select 2-3 members as site facilitators. Site facilitators will be selected by a simple majority vote through a closed ballot election.

##### 23.1.2

The term of the selected facilitators will be for one school year beginning from the first teachers' day of school to the next one. Site facilitators for the next year will be elected at each school by May 15<sup>th</sup> of the preceding school year. The election process will be the responsibility of the LATA building representative.

##### 23.1.2.1

Facilitators should serve staggered terms so that there is always at least one experienced facilitator on the team.

##### 23.1.2.2

Principals will not be present when staff members elect the facilitators.

##### 23.1.3

The individuals selected will receive at least a half day of training provided by the unit (i.e., team building, collaboration).

##### 23.1.4

In order to foster collaboration, site facilitators will meet regularly with the site administrator. Site facilitators will also meet regularly with unit members on their site.

### 23.1.5

Confidentiality will be maintained at each site.

### 23.1.6

All district site facilitators will meet together at least once during the school year to discuss the effectiveness of the program / model.

## 23.2 INCLUSION

Currently, inclusion in our district means that students with disabilities receive instruction regularly accessed by non-disabled peers. Students participate consistently in academic and non-academic school settings as delineated in the IEP.

### 23.2.1

Inclusion should be handled using a team approach. The Inclusion Team (the psychologist, classroom teacher, special education teacher, principal, and parents) will work together to meet the educational needs of the student. Each Inclusion Team will select one member to be the chair for the academic year.

### 23.2.2

The success of the program for the special needs student will be evaluated regularly by the Inclusion Team with attention to the successful functioning of the general education class as a whole.

### 23.2.3

Teachers will be provided with the training they need to support the special education children in their classrooms (i.e., curricular modification, behavior management, etc.)

### 23.2.4

All para-professionals in classrooms using inclusion will be trained in behavior management and teaching strategies.

### 23.2.5

Classroom teachers will be provided planning time to meet with the special education teacher, psychologist, etc. on a consistent basis.

### 23.2.6

Classroom teachers will be provided by the district with support materials when needed (modification of curriculum, appropriate texts, manipulatives, etc.)



SIGNATURES

IN WITNESS WHEREOF, the parties herein have executed this Agreement the day and year as written in Article 21 of this Agreement.

Los Altos Teachers Association

Los Altos School District

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Approved: \_\_\_\_\_

Effective: \_\_\_\_\_

APPENDIX A

Certificated Leave Request Form

Certificated Grievance Form

## Los Altos School District Leave Request Form

Any absence from your regular working assignment other than illness or an emergency **must have advance approval** from your principal/supervisor. Absences of an emergency nature must be followed by a request for approval as soon as possible. Please submit the request to your principal/supervisor.

NAME: \_\_\_\_\_ Date(s) of Absence: \_\_\_\_\_

POSITION: \_\_\_\_\_ Total Days or Hours: \_\_\_\_\_

SCHOOL(S): \_\_\_\_\_ Days Hours

**CERTIFICATED LEAVES: (CHECK ONE)**

- PERSONAL LEAVE\*:
  - Medical, legal, financial, or other professional appointment
  - Attendance at a funeral, wedding, graduation or other special occasion
  - Illness in Family
  - Home or Family Emergency

OTHER LEAVES:

- Bereavement (Immediate family member)
- Educational (State type below)
- Jury Duty/Witness
- Leave Without Pay
- Comp Time (**Pre-approved only**)
- Work Release Day (**Attach signed work release request**)
- Vacation (Administrators)

**CLASSIFIED LEAVES: (CHECK ONE)**

- PERSONAL LEAVE\*:
  - Medical, legal, financial, or other professional appointment
  - Attendance at a funeral, wedding, graduation or other special occasion
  - Home or Family Emergency

OTHER LEAVES:

- Illness in Family
- Bereavement (Immediate family member)
- Educational (State type below)
- Jury Duty/Witness     Leave Without Pay
- Floating Holiday
- Comp Time (**Pre-approved only**)
- Vacation (12 month employees only)

**Reason for leave other than Personal:** \_\_\_\_\_

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

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

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

Educational Account: \_\_\_\_\_

\*Board Policy 4151.7 (based on Ed. Code 44981): "Personal necessity...presents an unavoidable situation that (the Employee) cannot reasonably be expected to disregard, but that necessitates his/her attention and cannot be taken care of after working hours or on weekends. Personal necessity may not be used for such reasons as extension of school holiday or personal vacation, social events, conventions related to employee's avocation if a spouses vacation."  
Rev. 7/10

LOS ALTOS SCHOOL DISTRICT  
GRIEVANCE FORM

\_\_\_\_\_  
Grievant's Name

\_\_\_\_\_  
School

\_\_\_\_\_  
Home Phone

1. Statement of Grievance: (Please indicate names, location, time, circumstances involved, administrator's response.)

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

2. Adverse Effects: (How has this problem affected you, your employment conditions, or rights under the Agreement?)

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

3. Violations: (Please cite contract articles and sections that were violated)

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

4. Remedy sought:

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

Association Representative(s):

Grievant's Signature:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX B

Catastrophic Leave Bank

Sick Day(s) Donation Form

Application for Use of Catastrophic Leave Bank Days Form

LCATASTROPHIC LEAVE BANK COMMITTEE  
SICK DAY(S) DONATION FORM

Please note that section 4.3.10.1.4 of the Collective Bargaining Agreement states: Unit members who are eligible to join the Catastrophic Leave Bank must also have a minimum of ten sick leave days available to them either current or accumulated, after they have made their donation to the bank. The number of sick leave days available to unit members shall be prorated based on the unit member's full time equivalency. If you intend to donate to this sick leave bank you must meet this requirement. Otherwise you may lose sick leave days and still not qualify for membership in the bank.

To: LASD Personnel Specialist, Marlene Revelo

From: LATA Member

Re: Donation of Sick Leave Days

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

I, \_\_\_\_\_  
(print full name clearly)

donate \_\_\_\_ days to the LATA Catastrophic Leave Bank. I understand that once I have donated these days, the days will be permanently deducted from my overall sick leave. My donated days will not be reinstated.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(position)

\_\_\_\_\_  
(school site)

**Submit this form to Marlene Revelo at the  
District Office by September 10, of the school year.**

## APPLICATION FOR USE OF CATASTROPHIC LEAVE BANK DAYS

Catastrophic Leave Bank days may be used to provide sick leave for permanent bargaining unit members or may be used by permanent unit members to care for a sick spouse, child or domestic partner. The unit member must be a member of the Catastrophic Sick Leave Bank. Membership is obtained when a unit member donates days to the bank. The details of this program including all of its provisions and requirements can be found in section 4.3.10 of this Agreement.

Both the District and the LATA are aware of medical privacy rights enjoyed by individuals under Federal Law. Unit members are required to submit a Doctor's note with this application. Minute detail of the medical condition of the unit member or the family member is not required. Please show this application to your Doctor and let the Doctor be the judge of the contents of the note.

Date \_\_\_\_\_

Applicant's Full Name \_\_\_\_\_

Signature \_\_\_\_\_

School Assignment \_\_\_\_\_

How many days do you think you will need from the Bank? \_\_\_\_\_

When do you want the allocation to begin? \_\_\_\_\_

**NOTE:** The Bank allots days in thirty (30) working day increments. While you are not limited in the number of days you may use, you may have to return to the Bank with a request for a renewal every six weeks or so.

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### For Personnel Office Use

The Applicant is a Permanent employee of the District. \_\_\_\_\_

The Applicant is requesting the leave for their personal use. \_\_\_\_\_

The Applicant is requesting the leave to care for a family member. \_\_\_\_\_

The applicant has exhausted all available leave pursuant to sections 4.3.10.1.2 and 4.3.10.1.3 of this Agreement. \_\_\_\_\_

A Doctors note is attached. \_\_\_\_\_

The anticipated leave duration is: \_\_\_\_\_

## APPENDIX C

### Rights and Responsibilities of Part-Time Teachers



## APPENDIX C

### RIGHTS AND RESPONSIBILITIES OF PART-TIME TEACHERS

The following guidelines will be inserted as an appendix to the LATA contract, and should be followed wherever possible by both teachers and administrators. These guidelines apply to teachers who are part-time at one school, including teachers who are job sharing, or to teachers whose assignment is split between two schools. District traveling team members (music, P.E., etc.) are not included in these guidelines.

The guidelines were developed by a team of teachers, both part-time and full-time, and administrators.

Compensation Time for Travel: See LATA Contract, Article 9, section 9.4 which applies to classroom teachers assigned to more than one school.

Orientation Day: All part-time teachers should attend the district orientation meeting and any faculty meeting held that day.

SIP In-Service Days: As part of their professional responsibilities, all part-time teachers should attend district and school in-service meetings on professional days. For teachers who are assigned to two schools, the principals will decide which meeting the teacher should attend.

Teacher Work Days: On teacher work days (e.g. Semester Break), teachers should attend all meetings and be at school for the same proportion of the total day that they teach.

Back to School / Open House Nights: Part-time teachers should attend these. Teachers who are assigned to two schools will get a .5 comp day if they must attend Back to School nights on two different evenings. If the two schools have Back to School night on the same night, the principals will coordinate the schedule to accommodate traveling teachers.

Staff Meetings: Part-time teachers should attend the same proportion of staff meetings that they work at school, and the designation of which meetings are essential are left to the principal. Teachers are responsible for finding out about decisions made when they are not present at meetings, and principals are responsible for making that information available.

Duties: All duty assignments should be proportional to time worked at that school.

IEP / Conferences: When parents of a student will be present at a conference or an IEP meeting, part-time teachers will attend the meeting if possible.

Planning and Coordination: As with all teachers, part-time teachers are responsible for arranging time at school beyond their teaching day to coordinate with other teachers at their grade level and subject areas.

5/92

1/03

APPENDIX D

Salary Schedule Credit Review Committee

## APPENDIX D

### CREDIT REVIEW COMMITTEE

1. The Credit Review Committee shall be composed of four members: 2 unit members to be appointed by the Los Altos Teachers Association and 2 administrators designated by the Superintendent. In the case of a tie, the Superintendent will finally decide action upon the request for career increment increases.
2. Members will serve a two year term with one unit member and one administrator to be replaced each year.
3. The committee will meet as needed.
4. The committee will report the recommendation to the administrator in charge of personnel.
5. The committee shall be concerned with experiences that can be demonstrably related to the employee's professional responsibilities. The committee should evaluate the quality of the experiences in deciding whether credit is to be given. (Such experiences may include, but need not be limited to, college courses, workshops, travel, District leadership roles, membership on School Site Council, or District authorized committees.)
6. District credits will not be given for those hours where the experience or training has been performed during the employee's regular working period, such as during a minimum day or exclusively on release time.

APPENDIX E

Stipend/Work Release Request

# Appendix E STIPEND/WORK RELEASE REQUEST

**Please complete and return to Personnel after obtaining your principal's signature.  
If requesting a work release day, please attach to leave request.**

**Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**School Site:** \_\_\_\_\_

Please  √

<input type="checkbox"/>	Event _____ _____	Overnight Event - \$250.00 per night
<input type="checkbox"/>	Summer _____ (year)	Involuntary Moving Rooms/School - \$450.00
<input type="checkbox"/>	<b>Please check trimester(s)</b> Trimester 1 _____ Trimester 2 _____ Trimester 3 _____	Combination Class (K-6) – 1 work release day* per trimester
<input type="checkbox"/>	<b>Please check trimester(s)</b> Trimester 1 _____ Trimester 2 _____ Trimester 3 _____	Elementary Class Size – 1 work release day* per trimester K-3: 24 Students or higher 4-6: 27 Students or higher
<input type="checkbox"/>	<b>Please check semester(s)</b> Semester 1 _____ Semester 2 _____	Junior High Class Size – 1 work release day* per semester class size averages of 27 or higher

\*work release days cannot be banked - must be used in the given school year.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

<b>District Office Use Only</b>
<b>Total Payment \$</b> _____
010-0000-0-1190-00-1110-1000-018100-010-0000

## APPENDIX F

Pursuant to this Appendix, the District and the Association will produce a brochure for distribution to the LATA bargaining unit.

This document will outline the various provisions of the Federal Family and Medical Leave Act, the California Family Rights Act, Industrial Accident and Illness Leave and Pregnancy/Disability Leave and review how these leaves coordinate with each other.

APPENDIX G

Certificated Salary Schedule  
2012-13

Psychologist Salary Schedule  
2013-14

**LOS ALTOS SCHOOL DISTRICT**  
**CERTIFICATED SALARY SCHEDULE**  
2012 - 2013

DAILY RATE =  
ANNUAL  
DIVIDED BY 186  
DAYS

	COLUMN I A.B. + 30 SEM. UNITS (45 QTRS) (PUBLIC HEALTH NURSE)	COLUMN II A.B. + 45 SEM. UNITS (67.5 QTRS) (P.H.N. + 15 SEM. UNITS)	COLUMN III A.B. + 60 SEM. UNITS (90 QTRS) (P.H.N. + 30 SEM. UNITS)	COLUMN IV A.B. + 75 SEM. UNITS (112.5 QTRS) (P.H.N. + 45 SEM. UNITS)	COLUMN V A.B. + 90 SEM. UNITS (135 QTRS) (P.H.N. + 65 SEM. UNITS)
A	46,042	46,098	47,057	47,317	50,106
B	46,098	47,316	47,814	50,244	53,238
C	46,665	48,264	50,822	53,376	56,502
D	48,591	51,268	53,954	56,640	59,959
E	51,653	54,478	57,289	60,098	63,476
F		57,805	60,731	63,616	67,259
G		60,817	64,332	67,397	70,612
H		62,397	67,548	71,331	73,208
I			69,329	73,484	75,780
J			71,108	75,919	78,211
K				78,352	79,772
L					80,781
M					83,427
N					86,636
O					89,102

FACTORED BY FTE:

\$1,500.00 ADVANCED DEGREE - (ONE FOR EACH: MASTER, DOCTORATE,  
NATIONAL BOARD CERTIFICATION) FACTORED BY FTE

\$750.00 INSTRUCTIONAL TECHNOLOGY  
SPECIALIST

\$50.00 HOURLY RATE - NOON SPORTS, CONTRACT WORK, HOME TEACHERS  
& SUMMER SCHOOL



**LOS ALTOS SCHOOL DISTRICT  
PSYCHOLOGIST SALARY SCHEDULE  
2013 - 2014**

STEP	
1	65,000
2	69,445
3	73,890
4	78,335
5	82,780
6	87,225
7	91,670
8	96,115
9	100,560

SECOND MASTERS: \$1,500 (FACTORED BY FTE)

DOCTORATE DEGREE: \$1,500 (FACTORED BY FTE)

CONTRACT YEAR: 196 DAYS

Newly hired Psychologists will receive placement on the salary schedule up to Step 5 for creditable outside experience as defined in the negotiated agreement

## APPENDIX H

Evaluation Timeline

Evaluation Glossary

Goals and Objectives Plan

Observation Report

Evaluation Rubric

Five-Year Cycle Evaluation

Alternative Evaluation

Summative Evaluation – Teacher

Summative Evaluation – School Psychologist

Summative Evaluation – Speech Pathologist

## Evaluation Timeline

September	Unit members shall meet with their evaluators before the tenth (10 <sup>th</sup> ) working day of the school year for purposes of reviewing objectives for evaluation. Group meetings are acceptable.
September 30	A conference between the evaluator and each member and each unit member shall be held before September 30. If an evaluator has more than twelve (12) evaluates in one year, the time may be extended an additional two weeks.
December 15	Two observations must be completed for probationary certificated employees.  One observation must be completed for permanent certificated employees.
February 1	The evaluator and unit member shall meet to develop a mutually agreed upon written plan for anticipated unsatisfactory evaluation.
February 15	Summative evaluation completion date for second year probationary certificated employees. The evaluation report shall be filed five (5) working days after the completion date.  A conference will be held between the evaluator and the unit member at least three (3) working days prior to filing of the evaluation report.
April 1	Summative evaluation completion date for permanent certificated employees. The evaluation report shall be filed five (5) working days after the completion date.
May 1	Summative evaluation completion date for first year probationary and all temporary unit members.

Please review Article 6 in the LASD/LATA Collective Bargaining Agreement for other rules regarding certificated evaluations.

Final evaluations for certificated unit members on a one semester contract shall be completed no later than 30 days before the end of the semester.

A teacher's experience determines how many standards need to be identified as a professional goal:

- a. 6: New and untenured teaches without a Clear CA Credential
- b. 4: Experienced teachers who possess a CA Credential and are new to LASD (1-5 years)
- c. 3: Teachers with 6-10 years in the District
- d. 2: Teachers with 11 or more years shall select two (2) goals corresponding with the school's Single Plan of Student Achievement

## Evaluation Glossary

All Students:	Each and every student in the classroom including special needs students.
Action Plan:	The agreed upon plan between teacher and administrator to meet annual goals or goals and objectives of an improvement plan.
CSTP:	California Standards for the Teaching Profession—adopted by the California Department of Education and the Commission for Teacher Credentialing. The six standards are embedded in the evaluation documents.
California SB 2042:	State Senate Bill 2042 is the law that regulates California’s teacher credentialing system and sets standards. It requires participation in a two-year induction program.
Content Area:	Specific areas of the curriculum--language arts, math, science, social studies, PE, music, art, technology, etc.
Content Standard:	Standards set by the State for grade-level and subject matter curriculum
Element:	A key area within each of the six California Standards for the Teaching Profession
Evaluation cycle:	The evaluation cycle is set forth in the LASD/LATA negotiated agreement which explains the frequency and type of pre-observation conference, observation, post-observation conference and summative evaluation.
Evidence:	Student work, lesson plans, and observations that can be used to document growth over time.
Goal:	A broad, general statement that is usually abstract and cannot be measured or validated as is.
Objective:	A narrow, precise, concrete statement that can be validated over a period of time. Lessons have objectives. Objectives linked to strategies and timelines are the substance of an action plan.
Timeline:	The annual schedule for submission of goals, observation, evaluation is set forth in the LASD/LATA negotiated agreement.

# Los Altos School District Goals and Objectives Plan

**Teacher's Name:** \_\_\_\_\_ **Grade Level:** \_\_\_\_\_ **School:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Choose \_\_\_ of the 6 California Standards for the Teaching Profession (see attached):

Professional Teaching Standard: Goal:	Professional Teaching Standard: Goal:	Professional Teaching Standard: Goal:
Action Plan to implement goal:	Action Plan to implement goal:	Action Plan to implement goal:
Evidence of goal attainment:	Evidence of goal attainment:	Evidence of goal attainment:
Professional Teaching Standard: Goal:	Professional Teaching Standard: Goal:	Professional Teaching Standard: Goal:
Action Plan to implement goal:	Action Plan to implement goal:	Action Plan to implement goal:
Evidence of goal attainment:	Evidence of goal attainment:	Evidence of goal attainment:

Content Area/Area Focus (choose one or two curriculum areas/content standards):

# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD ONE • ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<b>LASD 1.1</b> Using knowledge of students to engage them in learning	<ul style="list-style-type: none"> <li>▪ Teacher has limited knowledge about students' backgrounds and experiences, and makes few, if any, connections of this knowledge to student learning.</li> <li>▪ Teacher poorly or inconsistently uses the adopted curriculum with minimal adaptations to address students' strengths, interests or assessed needs.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher has limited knowledge about students' backgrounds and experiences, and makes few connections of this knowledge to student learning.</li> <li>▪ Teacher uses the adopted curriculum with minimal adaptations to address students' strengths, interests or assessed needs.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher has knowledge about students' backgrounds and experiences, and uses this knowledge to engage students in learning.</li> <li>▪ Teacher adapts some lessons to address the strengths, interests and assessed needs of individual students.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher has actively sought out knowledge about students' backgrounds and experiences, and uses this knowledge to more fully engage students in learning.</li> <li>▪ Teacher consistently adapts instruction to incorporate the strengths, interests and assessed needs of individual students.</li> </ul>
<b>LASD 1.2</b> Connecting learning to students' prior knowledge, backgrounds, life experiences and interests	<ul style="list-style-type: none"> <li>▪ Teacher poorly presents lessons and units from the adopted curriculum making limited connections to prior knowledge or real life contexts.</li> <li>▪ Teacher provides limited and/or ineffective academic language support within the content.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher presents lessons and units from the adopted curriculum making limited connections to prior knowledge or real life contexts.</li> <li>▪ Teacher provides limited academic language support within the content.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher plans lessons and units that build on prior knowledge and connect learning to real life contexts, modifying instruction to support learning.</li> <li>▪ Teacher provides academic language support to make content more accessible.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher plans lessons and units that build on prior knowledge, life experiences, and interests so that students connect learning goals with real life contexts.</li> <li>▪ Teacher builds on students' comments and questions during lessons to modify or extend instruction.</li> <li>▪ Teacher supports students in building academic language skills that make content more accessible and understandable.</li> </ul>
<b>LASD 1.3</b> Connecting subject matter to meaningful, real life contexts	<ul style="list-style-type: none"> <li>▪ Teacher makes few, if any, connections between subject matter content and real life contexts.</li> <li>▪ Teacher provides few, if any, opportunities for students to practice skills and apply new learning.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher makes some connections between subject matter content and real life contexts.</li> <li>▪ Teacher provides few opportunities for students to practice skills and apply new learning.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher makes frequent connections between subject matter content and real life contexts.</li> <li>▪ Teacher includes learning experiences that allow student to practice skills and apply new learning.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher consistently makes explicit connections between subject matter content and real life contexts that systematically embed learning experiences.</li> <li>▪ Teacher provides students with purposeful opportunities to practice skills and apply new learning.</li> </ul>
<b>LASD 1.4</b> Using a variety of instructional strategies, resources and technologies to meet diverse learning needs of students	<ul style="list-style-type: none"> <li>▪ Teacher ineffectively and inconsistently plans instruction to meet the general learning needs of students. Few, if any, activities require student participation.</li> <li>▪ Teacher has limited awareness of materials and technologies that could benefit students with special needs.</li> <li>▪ Teacher rarely, if ever, asks students to use technologies to access information.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher plans instruction to meet the general learning needs of students. Few activities require student participation.</li> <li>▪ Teacher has limited awareness of materials and technologies that could benefit students with special needs.</li> <li>▪ Teacher rarely asks students to use technologies to access information.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher plans instruction to meet students' assessed learning needs and to increase active participation in learning.</li> <li>▪ Teacher adapts some materials to accommodate students with special needs.</li> <li>▪ Teacher plans activities that ask students to integrate use of technologies to access information.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher uses differentiated instructional strategies to meet students' assessed learning needs and to ensure active participation in learning for all students.</li> <li>▪ Teacher adapts materials to accommodate students with special needs and uses appropriate adaptive technologies to provide access to the curriculum.</li> <li>▪ Teacher plans activities that ask students to use technologies and other media sources to access information.</li> </ul>

# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD ONE • ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING (cont...)

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<b>LASD 1.5</b> Promoting critical thinking through inquiry, problem solving and reflection	<ul style="list-style-type: none"> <li>▪ Teacher ineffectively plans lessons that include some opportunities for problem solving and analysis of subject matter. Few, if any, lessons explore more than one perspective about subject matter content.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher plans lessons that include some opportunities for problem solving and analysis of subject matter. Few lessons explore more than one perspective about subject matter content.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher plans lessons that engage students in problem solving and analysis of subject matter concepts.</li> <li>▪ Teacher creates lessons that explore diverse perspectives and ask students to reflect on and share ideas about new learning.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher provides learning opportunities that challenge thinking and engage students in problem solving and analysis of subject matter concepts.</li> <li>▪ Teacher embeds learning activities that ask students to consider and share diverse perspectives and ask reflective questions.</li> </ul>
<b>LASD 1.6</b> Monitoring student learning and adjusting instruction while teaching	<ul style="list-style-type: none"> <li>▪ Teacher rarely, if ever, checks for understanding and assesses student progress.</li> <li>Teacher seldom, if ever, adjusts and revises plans while teaching to accommodate learners.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher periodically checks for understanding and assesses student progress.</li> <li>▪ Teacher periodically adjusts and revises plans while teaching to accommodate learners.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher consistently uses strategies to check for understanding and assess student progress.</li> <li>▪ Teacher is able to adjust and revise plans while teaching to accommodate most learners.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher consistently incorporates into lessons a variety of strategies and systems to check for understanding and assess student progress, especially regarding English learners and students with special needs.</li> <li>▪ Teacher is able to adjust and revise plans while teaching and pace lessons to accommodate a diverse group of learners.</li> </ul>

# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD TWO • CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<p><b>LASD 2.1</b> Creates a physical Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</p>	<ul style="list-style-type: none"> <li>Teacher has not established group norms that assist in building a caring community.</li> <li>Teacher is mainly unaware of attitudes that interfere with students treating each other fairly and respectfully.</li> <li>The teacher provides few, if any, opportunities for students to assume responsibility within the classroom.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher establishes some group norms that assist in building a caring community.</li> <li>Teacher is aware of attitudes that interfere with students treating each other fairly and respectfully.</li> <li>Teacher provides limited opportunities for students to assume responsibility within the classroom.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher establishes individual and group norms that foster a caring community, where students are treated fairly and respectfully by the teacher and by most other students.</li> <li>Acceptance and respect for diversity is embedded in the curriculum.</li> <li>Students have opportunities to assume classroom responsibilities and leadership roles.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher discusses and clearly articulates individual and group norms, fostering a caring community where all students are treated fairly and respectfully.</li> <li>Teacher consistently embeds in the curriculum an acceptance and respect for diversity, including such areas as gender, sexual orientation, ethnicity and socioeconomic levels.</li> <li>Students work responsibly in both independent and collaborative settings and are encouraged to assume leadership roles.</li> </ul>
<p><b>LASD 2.2</b> Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive interactions</p>	<ul style="list-style-type: none"> <li>Teacher creates a classroom (or virtual classroom) environment that is engaging for few, if any, students.</li> <li>Few, if any, students are willing to take risks with new learning and ideas.</li> <li>Students struggle to respect each other's different perspectives and tend to work ineffectively in individual settings.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher creates a classroom (or virtual classroom) environment that is engaging for some students.</li> <li>Some students are willing to take risks with new learning and ideas.</li> <li>Students struggle to respect each other's different perspectives and tend to work in individual settings.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher creates a classroom (or virtual classroom) environment that is inclusive and engaging.</li> <li>Most students are willing to take risks with new learning and ideas.</li> <li>Students respect each other's differing perspectives and work effectively together in a variety of settings.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher creates a classroom (or virtual classroom) environment that is inclusive and engaging.</li> <li>Students are eager to take risks with new learning and creative thinking.</li> <li>Students respect each other's differing cultural and experiential perspectives and actively engage one another other in a variety of learning activities and settings.</li> </ul>
<p><b>LASD 2.3</b> Establishing and maintaining learning environments that are physically, intellectually and emotionally safe</p>	<ul style="list-style-type: none"> <li>Teacher ineffectively arranged the physical environment to provide safety and accessibility for most students.</li> <li>The teacher uses ineffective strategies to resolve immediate conflicts and to build an emotionally safe environment.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher arranges the physical environment to provide safety and accessibility for most students.</li> <li>The teacher uses some strategies to resolve immediate conflicts and to build an emotionally safe environment.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher arranges the physical environment to ensure safety and accessibility for all students, and to facilitate intellectual engagement in learning.</li> <li>The teacher uses proactive strategies to resolve conflicts and to ensure an emotionally safe environment.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher arranges the physical environment to ensure safety and accessibility, and to facilitate purposeful intellectual engagement for all students.</li> <li>Both teacher and students engage in proactive strategies to mediate and resolve conflicts and to ensure an emotionally safe environment for learning.</li> </ul>
<p><b>LASD 2.4</b> Creating a rigorous learning environment with high expectations and appropriate support for all students</p>	<ul style="list-style-type: none"> <li>Teacher uses instructional strategies that are ineffective in embedding high expectations for most students.</li> <li>Few, if any, lessons demonstrate use of differentiated instructional strategies that support student learning.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses instructional strategies that embed high expectations for most students.</li> <li>Some lessons demonstrate use of differentiated instructional strategies that support student learning.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses instructional strategies that embed high expectations to maximize individual student learning.</li> <li>Teacher differentiates grade-appropriate materials so that students are supported in learning at appropriate level of instruction.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses instructional strategies that embed high expectations for all students.</li> <li>Students display a strong belief in their ability to succeed, as demonstrated in classroom work and interactions.</li> <li>Teacher has created a rigorous, supportive and challenging learning environment so that students are supported at appropriate levels of instruction.</li> </ul>



# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD TWO • CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING (cont...)

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<b>LASD 2.5</b> Developing, communicating and maintaining high standards for individual and group behavior	<ul style="list-style-type: none"> <li>Standards for behavior have been ineffectively established and communicated to students by the teacher.</li> <li>Maintenance of expectations for behavior lack articulation and consistency.</li> </ul>	<ul style="list-style-type: none"> <li>Standards for behavior have been established by the teacher and communicated to students.</li> <li>Maintenance of expectations for behavior lack articulation and consistency.</li> </ul>	<ul style="list-style-type: none"> <li>Standards for behavior have been developed by the teacher and are clearly communicated to students.</li> <li>Maintenance of expectations for behavior is generally consistent for most students.</li> </ul>	<ul style="list-style-type: none"> <li>Students and teacher have developed agreed upon standards for behavior.</li> <li>Both teacher and students are responsible for maintaining high expectations for individual and group behavior.</li> </ul>
<b>LASD 2.6</b> Employing classroom routines, procedures, norms and supports for positive behavior	<ul style="list-style-type: none"> <li>Procedures and routines have been ineffectively established and work poorly.</li> <li>Negative consequences outweigh positive support strategies in creating a classroom climate for student learning.</li> </ul>	<ul style="list-style-type: none"> <li>Procedures and routines have been minimally established and work moderately well.</li> <li>Negative consequences outweigh positive support strategies in creating a classroom climate for student learning.</li> </ul>	<ul style="list-style-type: none"> <li>Procedures and routines are clearly established and work smoothly.</li> <li>Positive behavior norms and support strategies are used to create a climate for student learning with minimal use of negative behavioral consequences.</li> </ul>	<ul style="list-style-type: none"> <li>Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.</li> <li>Positive behavior norms and support strategies are used consistently to create a climate in which all students are supported in learning.</li> </ul>
<b>LASD 2.7</b> Using instructional time to optimize learning	<ul style="list-style-type: none"> <li>Instructional time is inconsistently paced with many, if not most students unable to engage fully with the content or complete assigned activities.</li> <li>Transitions used to move students into new activities are non existent or ineffective.</li> </ul>	<ul style="list-style-type: none"> <li>Instructional time is inconsistently paced with some students unable to engage fully with the content or complete assigned activities.</li> <li>Transitions used to move students into new activities are somewhat effective.</li> </ul>	<ul style="list-style-type: none"> <li>Pacing of the lesson is appropriate to the activities and enables most students to engage successfully with the content.</li> <li>Most transitions are smooth allowing for effective use of instruction time.</li> </ul>	<ul style="list-style-type: none"> <li>Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities.</li> <li>Transitions are seamless and instructional time is used to optimize learning.</li> </ul>

# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD THREE • UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<b>LASD 3.1</b> Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	<ul style="list-style-type: none"> <li>Teacher’s working knowledge of subject matter is not current in most academic content standard areas and instruction.</li> <li>Teacher seldom identifies key concepts within the content.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher’s working knowledge of subject matter is current and incorporates most academic content standards in instruction.</li> <li>Teacher identifies key concepts within the content.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher’s working knowledge of subject matter as related to academic content standards and curriculum frameworks is current and supports student learning.</li> <li>Teacher identifies and focuses instruction on key concepts within the content.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher’s working knowledge of subject matter as related to academic content standards and curriculum frameworks is current and incorporates a broad range of perspectives that support all students in learning.</li> <li>Teacher identifies and focuses instruction on key concepts and themes within the content and makes explicit connections across subject areas.</li> </ul>
<b>LASD 3.2</b> Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	<ul style="list-style-type: none"> <li>Teacher has limited knowledge of student development as it applies to understanding of subject matter.</li> <li>Teacher lacks awareness of proficiency levels of English learners and instructional needs of students with special needs, related to subject matter instruction.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher has some knowledge of student development as it applies to understanding of subject matter.</li> <li>Teacher has limited awareness of proficiency levels of English learners and instructional needs of students with special needs, related to subject matter instruction.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher has some knowledge of student development as it applies to understanding of subject matter.</li> <li>Teacher has limited awareness of proficiency levels of English learners and instructional needs of students with special needs, related to subject matter instruction.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher applies knowledge of human development and learning theory to ensure individual student understanding of subject matter.</li> <li>Teacher consistently differentiates instruction to integrate the identified language proficiency levels of English learners and to meet identified instructional needs of students with special needs.</li> </ul>
<b>LASD 3.3</b> Organizing curriculum to facilitate student understanding of the subject matter	<ul style="list-style-type: none"> <li>Teacher poorly organizes the curriculum around key concepts, themes and skills.</li> <li>Instruction includes limited varied perspectives, and is poorly organized and core concepts are poorly covered.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher loosely organizes the curriculum around key concepts, themes and skills.</li> <li>Instruction includes some varied perspectives, and is organized to ensure that core concepts are adequately covered.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher organizes and sequences the curriculum around key concepts, themes, and skills.</li> <li>Instruction integrates a range of perspectives, and is organized to assist students in developing a deep understanding of core concepts.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher organizes and sequences the curriculum around standards based concepts, themes, and skills.</li> <li>Instruction reveals and values a range of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts and their interrelationship through the curriculum.</li> </ul>
<b>LASD 3.4</b> Utilizing instructional strategies that are appropriate to the subject matter	<ul style="list-style-type: none"> <li>Teacher uses ineffective instructional strategies to convey subject matter knowledge and to engage students in understanding subject matter.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses a limited range of instructional strategies to convey subject matter knowledge and to engage students in understanding subject matter.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses instructional strategies to make content accessible and meaningful to most students.</li> <li>Teacher utilizes strategies that challenge student thinking and help to deepen their understanding of subject matter.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses a repertoire of instructional strategies to make content accessible, relevant and meaningful to a diverse range of students.</li> <li>Teacher utilizes strategies that challenge student thinking and help to deepen their knowledge of and enthusiasm for subject matter.</li> </ul>

# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD THREE • UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING (cont...)

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<b>LASD 3.5</b> Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible	<ul style="list-style-type: none"> <li>Teacher ineffectively uses selected elements from the adopted instructional materials to plan instruction.</li> <li>Teacher plans few, if any, lessons that differentiate within the curriculum or includes diverse perspectives.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses selected elements from the adopted instructional materials to plan instruction.</li> <li>Teacher plans few lessons that differentiate within the curriculum or includes diverse perspectives.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses and adapts instructional materials and resources to differentiate instruction.</li> <li>Teacher integrates materials and activities into subject matter instruction that reflect diverse perspectives and experiences.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses and adapts a full range of instructional materials, resources, and technologies to support differentiated, standards aligned instruction.</li> <li>Teacher consistently integrates materials and activities into subject matter instruction that reflect diverse perspectives and experiences.</li> </ul>
<b>LASD 3.6</b> Addressing the needs of English learners and students with special needs to provide equitable access to the content	<ul style="list-style-type: none"> <li>Teacher demonstrates no awareness of English Language Development (ELD) standards that support English learners within instruction.</li> <li>Teacher demonstrates little to no awareness of Individual Education Plan (IEP) goals and objectives of special needs students that support learning in the general education classroom.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher has limited awareness of English Language Development (ELD) standards that support English learners within instruction.</li> <li>Teacher has limited awareness of Individual Education Plan (IEP) goals and objectives of special needs students that support learning in the general education classroom.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher addresses some English Language Development (ELD) standards as they relate to supporting English learners within instruction.</li> <li>Teacher addresses Individual Education Plan (IEP) goals and objectives to support equitable access to subject area content in the general education classroom.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher consistently addresses English Language Development (ELD) standards as they relate to supporting English learners within the subject area content.</li> <li>Teacher integrates within subject area content Individual Education Plan (IEP) goals and objectives to support equitable access to learning in the general education classroom.</li> </ul>

# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD FOUR • PLANS INSTRUCTION AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<b>LASD 4.1</b> Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction	<ul style="list-style-type: none"> <li>Teacher has limited awareness of the cultural and language backgrounds represented among students.</li> <li>Teacher has not begun to use assessed language levels of students to plan standards based instruction.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher has some awareness of the cultural and language backgrounds represented among students.</li> <li>Teacher has begun to use assessed language levels of students to plan standards based instruction.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher has knowledge of students' cultural and language backgrounds and community experiences and uses this to inform planning and instruction.</li> <li>Teacher use assessed language levels and developmental readiness of students to plan differentiated, standards based lessons.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher has knowledge of and demonstrates understanding of students' diverse cultural, language and community experiences and uses this knowledge to make explicit connections within his/her planning and instruction.</li> <li>Teacher uses assessed language levels and developmental readiness of students to plan differentiated, standards based lessons that address individual students' identified academic needs.</li> </ul>
<b>LASD 4.2</b> Establishing and articulating goals for student learning	<ul style="list-style-type: none"> <li>Teacher has not set instructional goals that represent appropriate and achievable expectations for most students.</li> <li>Learning goals do not address subject area expectations that will help to prepare students for future learning environments.</li> <li>Learning goals are inconsistent and lack clear articulation.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher sets instructional goals that represent achievable expectations for most students.</li> <li>Learning goals address subject area expectations that will help to prepare students for future learning environments.</li> <li>Learning goals may be inconsistent and lack clear articulation.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher sets short term and long term instructional goals that represent high, achievable expectations for most students.</li> <li>Learning goals address school and district expectations and assist most students in preparation for their next learning environment.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher sets short term and long term instructional goals that are discussed with students and represent consistently high expectations that are clear, challenging and achievable.</li> <li>Standards-based learning goals address school, district and community expectations and prepare students for success in their next learning environment.</li> </ul>
<b>LASD 4.3</b> Developing and sequencing long-term and short-term instructional plans to support student learning	<ul style="list-style-type: none"> <li>Teacher's short term instructional goals are not based on student assessment data.</li> <li>Instruction does not include differentiation or sequencing to support individual learning or to build concepts over time.</li> <li>Long term planning is not evident.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher's short term instructional goals are based in part on student assessment data.</li> <li>Instruction includes limited differentiation or sequencing to support individual learning or to build concepts over time.</li> <li>Limited long term planning is in evidence.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher's short term and long term instructional goals are based on student assessment data and reflect individual student interests.</li> <li>Instruction supports most students in meaningful, standards based learning, drawing on varying perspectives.</li> <li>Instruction is differentiated and sequenced to build concepts over time and to promote understanding of subject area topics.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher's short term and long term instructional goals are based on student assessment data and reflect individual student interests and developmental needs.</li> <li>Instruction supports and engages students in meaningful, standards based learning, which draws on multiple and diverse perspectives.</li> <li>Instruction is differentiated and logically sequenced to build content and concepts over time and to promote understanding and challenge thinking about complex issues.</li> </ul>

# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD FOUR • PLANS INSTRUCTION AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS (cont...)

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<p><b>LASD 4.4</b> Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p>	<ul style="list-style-type: none"> <li>Teacher develops few, if any, lessons based on subject matter from adopted texts and materials.</li> <li>Teacher incorporates few, if any, teaching strategies to differentiate instruction for some students.</li> <li>Teacher rarely reflects on instructional outcomes when planning new lessons.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher develops most lessons based on subject matter from adopted texts and materials.</li> <li>Teacher incorporates some teaching strategies to differentiate instruction for some students.</li> <li>Teacher reflects intermittently on instructional outcomes when planning new lessons.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher develops lessons that build on students' subject matter knowledge and extend text and related materials.</li> <li>Teacher incorporates teaching strategies that differentiate some aspects of instruction and can adjust content to remediate or redirect instruction.</li> <li>Teacher reflects on instructional outcomes when planning new lessons.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher develops lessons and units that build on students' prior learning and subject matter knowledge beyond the text and related materials.</li> <li>Teacher incorporate strategies that differentiate instruction based on identified language and learning needs and can adjust content to remediate or accelerate instruction.</li> <li>Teacher reflects on instructional outcomes and applies new learning to future planning.</li> </ul>
<p><b>LASD 4.5</b> Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</p>	<ul style="list-style-type: none"> <li>Teacher uses limited assessment data to create instructional plans.</li> <li>Teacher rarely modifies instruction to ensure conceptual understanding by most students.</li> <li>Teacher ineffectively collaborates with colleagues to assist in planning instruction.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses some assessment data to create instructional plans.</li> <li>When possible, teacher modifies instruction to ensure conceptual understanding by most students.</li> <li>Teacher collaborates from time to time with colleagues to assist in planning instruction.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses some assessment data to reflect on the effectiveness of instructional plans.</li> <li>Teacher modifies instruction to ensure conceptual understanding by most students.</li> <li>Teacher collaborates with colleagues to create plans that include concepts and skills required to meet the needs of most students.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher uses formal and informal assessment data to reflect on the effectiveness of teaching strategies and instructional plans.</li> <li>Teacher modifies and adapts instruction and materials to ensure conceptual understanding by all students, including students with identified language needs and special needs.</li> <li>Teacher collaborates with colleagues to re-examine plans and apply new learning to meet the academic learning needs of all students.</li> </ul>

# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD FIVE • ASSESSES STUDENT LEARNING

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<p><b>LASD 5.1</b> Applying knowledge of the purposes, characteristics and uses of different types of assessments</p>	<ul style="list-style-type: none"> <li>▪ Teacher has limited knowledge about the varied purposes of assessments and seldom and ineffectively uses assessments from the adopted curriculum to determine learning outcomes.</li> <li>▪ Teacher has limited awareness of issues regarding reliability and validity within assessment tools and is unaware that his/her assessment data used to determine grades might not accurately reflect the skills and abilities of all learners.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher has limited knowledge about the varied purposes of assessments and primarily uses assessments from the adopted curriculum to determine learning outcomes.</li> <li>▪ Teacher has some awareness of issues regarding reliability and validity within assessment tools and is aware that his/her assessment data used to determine grades might not accurately reflect the skills and abilities of all learners.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher is knowledgeable about a variety of assessment tools.</li> <li>▪ Teacher uses assessments from the adopted curriculum and, when possible, selects other assessments that provide data about learning outcomes.</li> <li>▪ Teacher is aware of issues regarding reliability and validity within some assessment tools and, when possible, uses more than one assessment tool to determine grades more accurately reflect the skills and abilities of learners.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher is knowledgeable about the benefits and limitations of a wide range of assessments.</li> <li>▪ Teacher uses multiple assessment sources and formats that provide reliable data about specific learning outcomes including those from the adopted curriculum.</li> <li>▪ Teacher is aware of issues regarding reliability and validity that impact assessment outcomes from a given assessment tool and consistently uses multiple sources of data to determine grades that fairly and accurately reflect the skills and abilities of a wide range of learners.</li> </ul>
<p><b>LASD 5.2</b> Collecting and analyzing assessment data from a wide variety of sources to inform instruction</p>	<ul style="list-style-type: none"> <li>▪ Teacher inconsistently uses one or two sources of assessment data, as required by the district, to assess student learning.</li> <li>▪ Teacher inconsistently and ineffectively uses one or two assessment formats or strategies to assess progress and to generally plan instruction.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher uses one or two sources of assessment data, as required by the district, to assess student learning.</li> <li>▪ Teacher uses one or two assessment formats or strategies to assess progress and to generally plan instruction</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher collects and records assessment data over time from a variety of sources to determine individual and group progress toward learning goals.</li> <li>▪ Teacher uses varied assessment formats and strategies to assess progress, to reflect on outcomes, and to plan next steps in instruction.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher collects and records assessment data on a continuous basis from a wide variety of sources to determine individual and group progress toward standards based learning goals.</li> <li>▪ Teacher uses a wide range of assessment formats and strategies to interpret data, to assess progress, to reflect on outcomes and to plan instruction.</li> </ul>
<p><b>LASD 5.3</b> Reviewing data, both individually and with colleagues, to monitor student learning</p>	<ul style="list-style-type: none"> <li>▪ Teacher inconsistently reviews assessment data as time permits and seldom collaborates with colleagues regarding English learners and students with IEP plans.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher reviews assessment data as time permits and collaborates with colleagues when problems arise, especially regarding English learners and students with IEP plans.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher periodically reviews assessment data to monitor student progress.</li> <li>▪ Teacher collaborates with colleagues to plan instruction that supports student learning, including English learners and students with specific IEP goals.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher continuously reviews assessment data to monitor individual and group progress.</li> <li>▪ Teacher collaborates with colleagues to plan instruction that supports all students, including English learners and students with specific IEP goals.</li> <li>▪ Teacher uses assessment data to identify gaps in knowledge and to determine how and when to reteach specific content.</li> </ul>

# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD FIVE • ASSESSES STUDENT LEARNING (cont...)

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<p><b>LASD 5.4</b> Using assessment data to establish learning goals and to plan, differentiate and modify instruction</p>	<ul style="list-style-type: none"> <li>▪ Teacher inconsistently uses data from assessments when planning learning activities.</li> <li>▪ Teacher seldom differentiates instruction to meet generalized learning goals.</li> <li>▪ Teacher inconsistently reviews progress toward learning outcomes in the content area.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher uses data from assessments when planning some learning activities.</li> <li>▪ Teacher differentiates instruction to meet generalized learning goals.</li> <li>▪ Teacher periodically reviews progress toward learning outcomes in the content area.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher uses data from formal and informal assessments when planning learning activities.</li> <li>▪ Teacher differentiates instruction to meet learning goals, especially regarding English learners and students with specific IEP goals.</li> <li>▪ Teacher uses assessments to review progress toward learning within key content areas.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher uses data from a variety of ongoing formal and informal assessments to plan, differentiate and modify learning activities that support identified individual and group learning goals, especially regarding English learners and students with specific IEP goals.</li> <li>▪ Teacher consistently uses assessments to review progress on standards-based objectives to ensure learning within key content areas.</li> </ul>
<p><b>LASD 5.5</b> Involving all students in self-assessment, goal setting and monitoring progress</p>	<ul style="list-style-type: none"> <li>▪ Teacher inconsistently provides students with assessment data that he/she uses to analyze work.</li> <li>▪ Teacher seldom provides assessment rubrics to assist students in understanding criteria for grades.</li> <li>▪ Students have few, if any, opportunities to interact with peers and reflect on learning.</li> <li>▪ Assessment criteria are rarely visible to students, making student self-assessment and progress monitoring inconsistent.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher provides students with assessment data that he/she uses to analyze work.</li> <li>▪ Teacher provides some assessment rubrics to assist students in understanding criteria for grades.</li> <li>▪ Students have limited opportunities to interact with peers and reflect on learning.</li> <li>▪ Assessment criteria are generally not visible to students, making student self assessment and progress monitoring limited.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher provides students with various types of assessment data to analyze work.</li> <li>▪ Teacher provides some assessment rubrics that assist students in self-assessing work and monitoring progress.</li> <li>▪ Students are provided with some opportunities to interact with peers and reflect on learning.</li> <li>▪ Teacher makes assessment a visible aspect of learning and students are aware of progress toward learning outcomes.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher assists students in understanding and using various types of assessment data to analyze work.</li> <li>▪ Teacher provides tools, criteria and rubrics that assist students in self-assessing and monitoring progress toward learning goals.</li> <li>▪ Students are provided with ongoing opportunities to interact with peers and reflect on learning.</li> <li>▪ Teacher makes assessment a visible, integrated and interactive part of learning, where all students take responsibility for learning outcomes.</li> </ul>
<p><b>LASD 5.6</b> Using available technologies to assist in assessment, analysis and communication of student learning</p>	<ul style="list-style-type: none"> <li>▪ Teacher inconsistently and ineffectively uses computer applications to record assessment data.</li> <li>▪ Teacher inconsistently uses available technologies to provide feedback to students or families or to communicate with other professionals regarding student progress.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher rarely uses computer applications to record assessment data.</li> <li>▪ Teacher rarely uses available technologies to provide feedback to students or families or to communicate with other professionals regarding student progress.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher uses computer applications to record assessment data that assists in monitoring student learning.</li> <li>▪ Teacher uses some technologies to provide feedback to both students and families and to communicate with other professionals regarding student progress.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher uses computer applications to manipulate and analyze assessment data to monitor student learning and inform instructional planning.</li> <li>▪ Teacher uses available technologies to provide ongoing, timely feedback to both students and families and to communicate with other professionals regarding student progress.</li> </ul>
<p><b>LASD 5.7</b> Using assessment information to share timely and comprehensible feedback with students and their families</p>	<ul style="list-style-type: none"> <li>▪ Teacher has inconsistent communication with families.</li> <li>▪ Teacher seldom communicates with resource providers, using available assessment data.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher has limited communications with families.</li> <li>▪ Teacher communicates with resource providers, as needed, using available assessment data.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher communicates when needed with families and resource providers, using assessment information to guide conversations.</li> <li>▪ Teacher communicates information about student progress in a manner that is understandable and respectful.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher communicates regularly with families and resource providers, using current and timely assessment information to guide conversations.</li> <li>▪ Teacher communicates information about student progress in a manner that is understandable and respectful, allowing all parties involvement in the support of students at school and at home.</li> </ul>

# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD SIX • DEVELOPS AS A PROFESSIONAL EDUCATOR

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<b>LASD 6.1</b> Reflecting on teaching practices in support of student learning	<ul style="list-style-type: none"> <li>▪ Teacher rarely reflects on some lessons and areas of concern in his/her teaching practice and makes few, if any, adjustments in instruction to support student learning.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher reflects on some lessons and areas of concern in his/her teaching practice and makes some adjustments in instruction to support student learning.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher reflects on his/her teaching practice in relationship to student learning and instructional goals and makes adjustments in instruction that result in increased student learning.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher reflects on successes and challenges within his/her teaching practice in relationship to student learning and instructional goals.</li> <li>▪ Teacher reflects on diverse factors that impact teaching and student learning and makes adjustments in instruction that result in increased student learning across the range of learners.</li> </ul>
<b>LASD 6.2</b> Establishing professional goals and engaging in continuous and purposeful professional growth and development	<ul style="list-style-type: none"> <li>▪ Teacher rarely engages in professional growth opportunities offered by his/her district or county and pursues few, if any, opportunities to acquire new knowledge.</li> <li>▪ Teacher has limited and inconsistent interactions with other colleagues.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher engages in some professional growth opportunities offered by his/her district or county and pursues some opportunities to acquire new knowledge.</li> <li>▪ Teacher has limited interactions with other colleagues.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher engages in growth opportunities based on established professional goals that extend knowledge about teaching.</li> <li>▪ Teacher participates in professional conversations, maintaining a commitment to lifelong learning and reflection.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher seeks out purposeful professional growth opportunities, based on established goals that will expand knowledge about instructional methods and technologies.</li> <li>▪ Teacher participates in and contributes to the professional community, actively engaging in a commitment to lifelong learning and reflection.</li> </ul>
<b>LASD 6.3</b> Collaborating with colleagues and the broader professional community to support teacher and student learning	<ul style="list-style-type: none"> <li>▪ Teacher rarely engages in conversations with colleagues that extend knowledge about teaching and learning.</li> <li>▪ Teacher inconsistently collaborates with resource personnel when questions arise about a student.</li> <li>▪ Teacher has limited and inconsistent participation in school events and organizations.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher engages in conversations with colleagues that extend knowledge about teaching and learning.</li> <li>▪ Teacher collaborates with resource personnel when questions arise about a student.</li> <li>▪ Teacher has limited participation in school events and organizations.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher engages in dialogue and reflection with colleagues, to extend knowledge about teaching and learning.</li> <li>▪ Teacher collaborates, as needed, with resource personnel to support students' learning.</li> <li>▪ Teacher participates in school events and organizations within the school community.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher engages in ongoing dialogue and reflection with colleagues, building professional relationships that extend knowledge about teaching and learning.</li> <li>▪ Teacher collaborates with resource personnel and staff to support students' diverse learning needs.</li> <li>▪ Teacher participates in school and district decision-making, events and organizations as a visible and valued member of the school community.</li> </ul>
<b>LASD 6.4</b> Working with families to support student learning	<ul style="list-style-type: none"> <li>▪ Teacher demonstrates respect for students' families, but has little to no knowledge of specific cultures and backgrounds.</li> <li>▪ Teacher inconsistently communicates and is somewhat open to families who demonstrate interest in classroom and/or school activities.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher demonstrates respect for students' families, but has limited knowledge of specific cultures and backgrounds.</li> <li>▪ Teacher communicates and is open to families who demonstrate interest in classroom and/or school activities.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher demonstrates respect for students' families and has an understanding of diverse backgrounds.</li> <li>▪ Teacher has developed positive communication with families and is open to participation by families in classroom and/or school activities to support student learning.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher demonstrates respect for and values all students' families and takes time to understand their diverse backgrounds and experiences.</li> <li>▪ Teacher maintains ongoing positive interactions to extend knowledge about students and to provide ongoing opportunities for families to have meaningful participation in the classroom and/or school community to support student learning.</li> </ul>



# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

## STANDARD SIX • DEVELOPS AS A PROFESSIONAL EDUCATOR (cont...)

	Below Standards	Beginning/Emerging Standards	Applying Standards	Integrating/Innovating Standards
<p><b>LASD 6.5</b> Engaging local communities in support of the instructional program</p>	<ul style="list-style-type: none"> <li>▪ Teacher lacks understanding of the importance of students’ communities.</li> <li>▪ Teacher has initiated few, if any, actions that would involve community members or resources in classroom or school activities.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher understands the importance of students’ communities.</li> <li>▪ Teacher has initiated few actions that would involve community members or resources in classroom or school activities.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher has understanding and knowledge about the surrounding community and seeks out opportunities to involve community members or resources in activities that support the instructional program.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher is knowledgeable about and values students’ diverse communities.</li> <li>▪ Teacher seeks out opportunities to integrate and/or involve community members, organizations, businesses and community-based experiences to extend and support the instructional program and student learning.</li> </ul>
<p><b>LASD 6.6</b> Managing professional responsibilities to maintain motivation and commitment to all students</p>	<ul style="list-style-type: none"> <li>▪ Teacher inconsistently and ineffectively works on incorporating a few strategies that will assist in balancing professional responsibilities with personal needs.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher works on incorporating a few strategies that will assist in balancing professional responsibilities with personal needs.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher develops strategies for balancing professional responsibilities with personal needs in order to maintain motivation for teaching and commitment to students.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher consistently uses strategies for balancing professional responsibilities with personal needs in order to maintain motivation for teaching and commitment to student learning.</li> <li>▪ Teacher professional goals are intellectually challenging, change or deepen over time, and sustain long-term interest and motivation throughout his/her career.</li> </ul>
<p><b>LASD 6.7</b> Demonstrating professional responsibility, integrity and ethical conduct</p>	<ul style="list-style-type: none"> <li>▪ Teacher lacks awareness of the legal and ethical obligations of the teaching profession and professional and legal responsibilities regarding conduct.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher has some awareness of the legal and ethical obligations of the teaching profession and professional and legal responsibilities regarding conduct.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher adheres to the legal and ethical obligations of the teaching profession in relationship to interactions with students and families.</li> <li>▪ Teacher is aware of professional and legal responsibilities regarding conduct.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher adheres to the legal and ethical obligations of the teaching profession in relationship to interactions with students, families, employer and the larger community.</li> <li>▪ Teacher continuously and rigorously pursues knowledge regarding professional and legal responsibilities that guarantee a high quality education for all students.</li> </ul>

# Classroom Observation Report

Evaluatee's Name:            Site:

Evaluator's Name:            Assignment:

Date                                    Time In            Time Out            Scheduled            Unscheduled

Lesson Topic:

Lesson Objective:

Number of Students:

<p><b>Engaging and Supporting All Students in Learning</b></p> <p><b>Planning Instruction &amp; Designing Learning Experiences for All Students</b></p> <p>The instructional techniques and strategies used by the employee to engage and support all students in learning (Includes CSTP Standard I and Standard IV)</p>	M e e t s  S t a n d a r d s	D o e s  N o t M e e t S t a n d a r d s	N o t O b s e r v e d
<ul style="list-style-type: none"> <li>Connects students' prior knowledge, life experiences, interests and developmental learning needs with the learning objective</li> </ul>			
<ul style="list-style-type: none"> <li>Uses a variety of instructional strategies, materials, resources, and techniques to respond to students' diverse needs</li> </ul>			
<ul style="list-style-type: none"> <li>Engages students in problem solving, critical thinking and other activities that reveal depth and meaning of the subject</li> </ul>			
<ul style="list-style-type: none"> <li>Develops and sequences instructional activities and materials for student learning</li> </ul>			
<ul style="list-style-type: none"> <li>Modifies instructional plans to adjust for student needs</li> </ul>			

Evidence:

***Creating & Maintaining Effective Environments for Student Learning***

The creation and maintenance of an environment suitable for effective learning within the scope of the employee's responsibilities (Includes CSTP Standard II)

- |                                                                                             |  |  |  |
|---------------------------------------------------------------------------------------------|--|--|--|
| • Creates a physical environment that supports all students in learning                     |  |  |  |
| • Establishes a climate that promotes fairness and respect                                  |  |  |  |
| • Uses LASD's character education curriculum to promote social development & responsibility |  |  |  |
| • Establishes and maintains standards for student behavior                                  |  |  |  |
| • Plans and implements classroom procedures and routines that support student learning      |  |  |  |
| • Uses instructional time effectively                                                       |  |  |  |

Evidence:

<p><b><u>Understanding &amp; Organizing Subject Matter for Student Learning</u></b></p> <p>The employee's knowledge, understanding and organization of subject matter to maximize student learning and attain curricular objectives (Includes CSTP Standard III)</p>	M e e t s  S t a n d a r d s	D o e s N o t M e e t S t a n d a r d s	N o t O b s e r v e d
<ul style="list-style-type: none"> <li>● Demonstrates knowledge of subject matter, content and student development</li> </ul>			
<ul style="list-style-type: none"> <li>● Interrelates ideas and information within and across subject matter areas</li> </ul>			
<ul style="list-style-type: none"> <li>● Develops student understanding through instructional strategies appropriate to subject matter and students</li> </ul>			
<ul style="list-style-type: none"> <li>● Uses materials, resources and technologies to make subject matter accessible to students</li> </ul>			

Evidence:

**Assessing Student Learning**

The progress of students toward the established standards of expected pupil achievement at each grade level in each area of study and if applicable towards the state adopted academic content standards as measured by state adopted criteria referenced assessments (Includes CSTP

Standard V)

- Establishes and communicates standards-based learning goals for all students
- Communicates with students about their progress toward the learning objective

Evidence:

**General Observations**

**Reflective Questions/Next Steps:**

**Post Conference Discussion Notes:** *(How did the lesson go? Were the expected student learning outcomes achieved? How do you know? What would you do differently next time? Where will you take the lesson next?)*

Teacher's Reflection:

A copy of this document will be filed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

Administrator's Signature      Date

I have received a copy of this observation report. I understand that this observation report only contains a portion of the evaluation criteria that will be included on the interim and/or final evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

Teacher's Signature      Date

These criteria are based on state law (Education Code Sections 44660-44665) and the California Standards for the Teaching Profession (CSTP). The Standards address the following areas: I. Engaging and Supporting All Students in Learning, II. Creating and Maintaining Effective Environments, III. Understanding and Organizing Subject Matter, IV. Planning Instruction and Designing Learning Experiences, V. Assessing Student Learning, VI. Developing as a Professional Educator. The CSTP are included as Appendix C in the Collective Bargaining Agreement. References to the CSTP are noted in parentheses. Please consult the CSTP for further elaboration in each topic area.

TEACHER NAME <b>Type Evaluatee Name Here</b>	GRADE LEVEL/SUBJECT <b>Type Subject/Grade Here</b>	SCHOOL <b>Select School</b>	SCHOOL YEAR <b>Select Year</b>
EMPLOYMENT STATUS (Check One) Intern <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> 1st Year <input checked="" type="checkbox"/> 2nd Year    Tenured <input type="checkbox"/>		AREAS OF FOCUS:	

DOES NOT MEET STANDARDS	MEETS PROFESSIONAL STANDARDS				<b>Los Altos School District Teaching Standards</b>  <b>CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION</b> (Assessed by reflection, observation, documentation, conference)				
Below Standards	Beginning/ Emerging	Applying	Integrating/ Innovating	Meets Standards					
<input type="checkbox"/>					<b>STANDARD 1.0: ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING</b>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.1 Using knowledge of students to engage them in learning				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.3 Connecting subject matter to meaningful, real life contexts				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.4 Using a variety of instructional strategies, resources and technologies to meet diverse learning needs of students				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.5 Promoting critical thinking through inquiry, problem solving and reflection				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.6 Monitoring student learning and adjusting instruction while teaching				
<input type="checkbox"/>					<b>STANDARD 2.0: CREATES AND MAINTAINS EFFECT ENVIRONMENTS FOR STUDENT LEARNING</b>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.5 Developing, communicating and maintaining high standards for individual and group behavior				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.7 Using instructional time to optimize learning				
<input type="checkbox"/>					<b>STANDARD 3.0: UNDERSTANDS &amp; ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING</b>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.3 Organizing curriculum to facilitate student understanding of the subject matter				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.4 Utilizing instructional strategies that are appropriate to the subject matter				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content				
<input type="checkbox"/>					<b>STANDARD 4.0: PLANS INSTRUCTION &amp; DESIGNS LEARNING EXPERIENCES FOR STUDENTS</b>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.2 Establishing and articulating goals for student learning				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students				
<input type="checkbox"/>					<b>STANDARD 5.0: ASSESSES STUDENT LEARNING</b>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.1 Applying knowledge of the purposes, characteristics and uses of different types of assessments				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.3 Reviewing data, both individually and with colleagues, to monitor student learning				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.4 Using assessment data to establish learning goals and to plan, differentiate and modify instruction				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.5 Involving all students in self-assessment, goal setting and monitoring progress				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.6 Using available technologies to assist in assessment, analysis and communication of student learning				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.7 Using assessment information to share timely and comprehensible feedback with students and their families				
<input type="checkbox"/>					<b>STANDARD 6.0: DEVELOPS AS A PROFESSIONAL EDUCATOR</b>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.1 Reflecting on teaching practice in support of student learning				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.4 Working with families to support student learning				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.5 Engaging local communities in support of the instructional program				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.6 Managing professional responsibilities to maintain motivation and commitment to all students				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.7 Demonstrating professional responsibility, integrity and ethical conduct				

Administrator's Signature: \_\_\_\_\_

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

Teacher's Signature: \_\_\_\_\_

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



TEACHER NAME <i>Type Evaluatee Name Here</i>		GRADE LEVEL/SUBJECT <i>Type Subject/Grade Here</i>	SCHOOL <i>Select School</i>	SCHOOL YEAR <i>Select Year</i>
EMPLOYMENT STATUS (Check One) Intern      Temporary      Probationary      Tenured <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 1 <sup>st</sup> Year <input type="checkbox"/> 2 <sup>nd</sup> Year <input type="checkbox"/>		DATES OF OBSERVATION: Observation #1: Observation #2: Observation #3:		

**Evaluator's Summative Comments:**

I consider this a satisfactory evaluation:     YES       NO

Recommended for re-employment:     YES       NO

**Teacher's response:**

Administrator's Signature: \_\_\_\_\_

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

Teacher's Signature: \_\_\_\_\_

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



**Los Altos School District  
Permanent Teacher Five-Year Evaluation Agreement  
Highly Qualified Teacher**

Teacher's name:

School:

Grade:

Principal's name:

Date:

The above named certificated employee qualifies for the five year evaluation because

1. He/she is a No Child Left Behind Highly Qualified Teacher
2. He/she has had ten consecutive years in Los Altos School District
3. He/she has not been referred to the PAR Program within the last two years
4. He/she had a previous evaluation rating that met or exceeded State and District standards

The administrator and teacher/certificated employee mutually agree to enter into this agreement. If either party chooses to withdraw consent, he/she shall notify the other party in writing by the end of the current school year. The certificated employee will then be evaluated the following year. If the teacher is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the second semester of the first year of return to duty.

We agree to the terms of this evaluation; therefore, \_\_\_\_\_ will be placed on a five-year evaluation cycle with the next evaluation scheduled for the \_\_\_\_\_ school year.

\_\_\_\_\_  
Teacher's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's signature

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Jeffrey Baier, Superintendent

\_\_\_\_\_  
Date



**TO BE COMPLETED FOLLOWING COMPLETION OF ALTERNATIVE EVALUATION**

6. Teacher's comments:

7. Evaluator's comments:

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Signatures indicate that this alternative evaluation has been successfully completed. Any product or portfolio must either be attached or a link for online content must be provided.

Teachers's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

SCHOOL PSYCHOLOGIST NAME			GRADE LEVELS	SCHOOL/S	SCHOOL YEAR	
EMPLOYMENT STATUS (check one)				AREAS OF FOCUS		
Intern <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> 1 <sup>st</sup> year <input type="checkbox"/> 2 <sup>nd</sup> year    Tenured <input type="checkbox"/>						
DOES NOT MEET STANDARDS		MEETS PROFESSIONAL STANDARDS			<b>Los Altos School District School Psychology Standards</b>  FOR THE SCHOOL PSYCHOLOGY PROFESSION (Assessed by reflection, observation, documentation, conference)	
Below Standards	Beginning/ Emerging	Applying	Integrating/ innovating	Meets Standards		
<input type="checkbox"/>				<input type="checkbox"/>	<b>STANDARD 1.0 DATA BASED DECISION MAKING AND ACCOUNTABILITY</b> 1.1 Assists in early identification of students' learning and adjustment problems. 1.2 Conducts assessments appropriate to the focus of concern and according to prevailing standards. 1.3 Conducts assessments with consideration of the characteristics of the student or group of students (including ethnic, cultural, socio-economic, and handicapping condition). 1.4 Assists in identifying factors in the learning environment that may affect the student, and assessing their degree of impact. 1.5 Integrates data from assessment procedures and develops hypotheses relative to (1) student's learning needs (2) program eligibility and placement. 1.6 Assists in planning and developing interventions, programs.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.1 Assists in early identification of students' learning and adjustment problems. 1.2 Conducts assessments appropriate to the focus of concern and according to prevailing standards. 1.3 Conducts assessments with consideration of the characteristics of the student or group of students (including ethnic, cultural, socio-economic, and handicapping condition). 1.4 Assists in identifying factors in the learning environment that may affect the student, and assessing their degree of impact. 1.5 Integrates data from assessment procedures and develops hypotheses relative to (1) student's learning needs (2) program eligibility and placement. 1.6 Assists in planning and developing interventions, programs.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>STANDARD 2.0 CONSULTATION AND COLLABORATION</b> 2.1 Demonstrates knowledge of consultation modes and uses problem solving processes. 2.2 Consults and collaborates at the individual, family, group, and systems levels. 2.3 Consults with teachers and other school staff on student, classroom, school, or system needs. 2.4 Facilitates communication and collaboration among diverse school personnel, families, community professionals, and others. 2.5 Interprets educational policies, programs, and procedures related to psychological services. 2.6 Provides information and/or education in the application of learning theory, child development, and other psychological principles to school personnel and parents.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>STANDARD 3.0 SUPPORTS FOR ACADEMIC, SOCIAL, AND LIFE SKILLS</b> 3.1 Collaborates with teachers and other school staff about academic and behavior issues and classroom management. 3.2 Provides guidance with writing and providing behavior change programs, including BSP's, BIP's, incentive determination, and behavior charts; uses data collection and other methods to determine needs; and integrates the supports with learning goals for children. 3.3 Works with school personnel to develop, implement, and evaluate effective interventions for increasing the amount of time students are engaged in learning activities. 3.4 Participates in crisis intervention when appropriate. 3.5 Helps students develop effective learning strategies and personal and social skills. 3.6 Counsels students on educational and personal adjustment issues. 3.7 Integrates behavioral supports and available mental health services, such as CHAC or county mental health.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>STANDARD 4.0 COMMUNICATION AND RELATIONSHIP SKILLS</b> 4.1 Effectively communicates information, knowledge, and ideas for diverse audiences, such as parents, teachers, and other school personnel. 4.2 Presents directions during the course of testing which are clearly understandable to students, within the limits of the test design. 4.3 Shares suggestions to help classroom teachers to vary the ways in which concepts are presented to children not grasping the initial presentation. 4.4 Effectively communicates knowledge, ideas, and test results in writing. 4.5 Presents honestly to parents an assessment of the child's actual test results and progress. 4.6 Maintains effective interpersonal relationships and communication in the professional setting.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.1 Effectively communicates information, knowledge, and ideas for diverse audiences, such as parents, teachers, and other school personnel. 4.2 Presents directions during the course of testing which are clearly understandable to students, within the limits of the test design. 4.3 Shares suggestions to help classroom teachers to vary the ways in which concepts are presented to children not grasping the initial presentation. 4.4 Effectively communicates knowledge, ideas, and test results in writing. 4.5 Presents honestly to parents an assessment of the child's actual test results and progress. 4.6 Maintains effective interpersonal relationships and communication in the professional setting.	

<input type="checkbox"/>			<input type="checkbox"/>	STANDARD 5.0 LEGAL, ETHICAL, AND PROFESSIONAL PRACTICE
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.1 Demonstrates a commitment to the concept of self-improvement and life long learning through continued reading and study.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.2 Demonstrates his/her commitment to the profession through a willingness to help others improve in their professional growth by sharing ideas and/or practices.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.3 Practices in ways that are consistent with ethical, professional, and legal standards and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.4 Engages in effective, collaborative, and ethical professional relationships.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.5 Works to ensure students' rights and welfare in the school and community.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.6 Assists administrators, teachers, other school personnel, and parents in understanding and adhering to legislation and regulations relevant to regular education and special education.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.7 Accesses, evaluates, and utilizes information sources and technology in ways that safeguard and enhance the quality of services and responsible record keeping.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.8 Respects the diversity of individuals, the school population, and the surrounding community and environment.

SCHOOL PSYCHOLOGIST NAME	GRADE LEVELS	SCHOOL/S	SCHOOL YEAR
EMPLOYMENT STATUS (check one)		AREAS OF FOCUS	
Intern <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> 1 <sup>st</sup> year <input type="checkbox"/> 2 <sup>nd</sup> year <input type="checkbox"/> Tenured <input type="checkbox"/>			

***Evaluator's Summative Comments:***

I consider this a satisfactory evaluation:  YES  NO

Recommended for re-employment:  YES  NO

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***School Psychologist's Response:***

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Psychologist's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Teacher's signature acknowledges receipt of, not necessarily agreement with, the evaluation.*

Evaluatee's Name		Site		
Evaluator's Name		Assignment		
Date	Time In	Time Out	Scheduled	Unscheduled
Activity/Topic				
Objective				
Number of Participants				

STANDARD 1.0 DATA BASED DECISION MAKING AND ACCOUNTABILITY	Meets Standards	Does Not Meet Standards	Not Observed
1.1 Assists in early identification of students' learning and adjustment problems.			
1.2 Conducts assessments appropriate to the focus of concern and according to prevailing standards.			
1.3 Conducts assessments with consideration of the characteristics of the student or group of students (including ethnic, cultural, socio-economic, and handicapping condition).			
1.4 Assists in identifying factors in the learning environment that may affect the student, and assessing their degree of impact.			
1.5 Integrates data from assessment procedures and develops hypotheses relative to (1) student's learning needs (2) program eligibility and placement.			
1.6 Assists in planning and developing interventions, programs.			
Evidence:			

STANDARD 2.0 CONSULTATION AND COLLABORATION	Meets Standards	Does Not Meet Standards	Not Observed
2.1 Demonstrates knowledge of consultation modes and uses problem solving processes.			
2.2 Consults and collaborates at the individual, family, group, and systems levels.			
2.3 Consults with teachers and other school staff on student, classroom, school, or system needs.			
2.4 Facilitates communication and collaboration among diverse school personnel, families, community professionals, and others.			
2.5 Interprets educational policies, programs, and procedures related to psychological services.			
2.6 Provides information and/or education in the application of learning theory, child development, and other psychological principles to school personnel and parents.			
Evidence:			

STANDARD 3.0 SUPPORTS FOR ACADEMIC, SOCIAL, AND LIFE SKILLS	Meets Standards	Does Not Meet Standards	Not Observed
3.1 Collaborates with teachers and other school staff about academic and behavior issues and classroom management.			
3.2 Provides guidance with writing and providing behavior change programs, including BSP's, BIP's, incentive determination, and behavior charts; uses data collection and other methods to determine needs; and integrates the supports with learning goals for children.			
3.3 Works with school personnel to develop, implement, and evaluate effective interventions for increasing the amount of time students are engaged in learning activities.			
3.4 Participates in crisis intervention when appropriate.			
3.5 Helps students develop effective learning strategies and personal and social skills.			
3.6 Counsels students on educational and personal adjustment issues.			
3.7 Integrates behavioral supports and available mental health services, such as CHAC or county mental health.			
Evidence:			



STANDARD 4.0 COMMUNICATION AND RELATIONSHIP SKILLS	Meets Standards	Does Not Meet Standards	Not Observed
4.1 Effectively communicates information, knowledge, and ideas for diverse audiences, such as parents, teachers, and other school personnel.			
4.2 Presents directions during the course of testing which are clearly understandable to students, within the limits of the test design.			
4.3 Shares suggestions to help classroom teachers to vary the ways in which concepts are presented to children not grasping the initial presentation.			
4.4 Effectively communicates knowledge, ideas, and test results in writing.			
4.5 Presents honestly to parents an assessment of the child's actual test results and progress.			
4.6 Maintains effective interpersonal relationships and communication in the professional setting.			
Evidence:			

STANDARD 5.0 LEGAL, ETHICAL, AND PROFESSIONAL PRACTICE	Meets Standards	Does Not Meet Standards	Not Observed
5.1 Demonstrates a commitment to the concept of self-improvement and life long learning through continued reading and study.			
5.2 Demonstrates his/her commitment to the profession through a willingness to help others improve in their professional growth by sharing ideas and/or practices.			
5.3 Practices in ways that are consistent with ethical, professional, and legal standards and regulations.			
5.4 Engages in effective, collaborative, and ethical professional relationships.			
5.5 Works to ensure students' rights and welfare in the school and community.			
5.6 Assists administrators, teachers, other school personnel, and parents in understanding and adhering to legislation and regulations relevant to regular education and special education.			
5.7 Accesses, evaluates, and utilizes information sources and technology in ways that safeguard and enhance the quality of services and responsible record keeping.			
5.8 Respects the diversity of individuals, the school population, and the surrounding community and environment.			
Evidence:			

Reflective Questions/Next Steps:

**Post Conference Discussion Notes:** *(How did the activity go? Were the expected outcomes achieved? How do you know? What would you do differently next time? What will happen next?)*

School Psychologist's Reflection:

A copy of this document will be filed in your supervisor's file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

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Administrator's Signature

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Date

I have received a copy of this observation report. I understand that this observation report contains only a portion of the evaluation criteria that will be included on the interim and/or final evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

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School Psychologist's Signature

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Date

These criteria are based on standards provided by NASP (National Association of School Psychologists) and CASP (California Association of School Psychologists). The standards address the following areas: 1.0 Data Based Decision Making and Accountability. 2.0 Consultation and Collaboration. 3.0 Supports for Academic, Social, and Life Skills. 4.0 Communication and Relationship Skills. 5.0 Legal, Ethical, and Professional Practice.

# Los Altos School District Goals and Objectives Plan

School Psychologist's Name	Grade Levels	School/s	Date
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Choose \_\_\_\_ of the 5 School Psychologist Professional Standards

<p>Professional School Psychology Standard:</p> <p>Goal:</p> <p>Action Plan to Implement Goal:</p> <p>Evidence of Goal Attainment:</p>	<p>Professional School Psychology Standard:</p> <p>Goal:</p> <p>Action Plan to Implement Goal:</p> <p>Evidence of Goal Attainment:</p>
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<p>Professional School Psychology Standard:</p> <p>Goal:</p> <p>Action Plan to Implement Goal:</p> <p>Evidence of Goal Attainment:</p>	<p>Professional School Psychology Standard:</p> <p>Goal:</p> <p>Action Plan to Implement Goal:</p> <p>Evidence of Goal Attainment:</p>
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Professional School Psychology Standard:

Goal:

Action Plan to Implement Goal:

Evidence of Goal Attainment:

Professional School Psychology Standard:

Goal:

Action Plan to Implement Goal:

Evidence of Goal Attainment:

Area/s of Focus (choose one or two content standards):

**Los Altos School District  
Permanent School Psychologist Alternative Evaluation Form**

School Psychologist's Name:

School/s:

Grades:

Administrator's Name:

Date:

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1. Educational Goal: (The school psychologist and evaluator agree on this goal in lieu of traditional evaluation.)

2. Educational Setting: (Where goal will be accomplished.)

3. Support/involvement provided by administration:

4. Support to be provided by another program (optional):

5. Evaluator's comments: (following completion of alternative experience)

Signature indicates that this alternative evaluation is completed.  
Any product or portfolio is attached.

**Administrator's signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**School Psychologist's signature** \_\_\_\_\_

SPEECH-LANGUAGE PATHOLOGIST NAME				GRADE LEVELS	SCHOOL/S	SCHOOL YEAR
EMPLOYMENT STATUS (check one) Intern <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> 1 <sup>st</sup> year <input type="checkbox"/> 2 <sup>nd</sup> year    Tenured <input type="checkbox"/>					AREAS OF FOCUS	
DOES NOT MEET STANDARD	MEETS PROFESSIONAL STANDARDS			<b>Los Altos School District Speech-Language Pathologist Standards</b>  <b>FOR THE SPEECH-LANGUAGE PATHOLOGIST PROFESSION</b> (Assessed by reflection, observation, documentation, conference)		
Below Standards	Beginning/ Emerging	Applying	Integrating/ Innovating			
<input type="checkbox"/>				<input type="checkbox"/>	STANDARD 1.0 ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING/Therapy Implementation	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.1 Provides clear, concise instruction in a manner appropriate to the age, attention and functional level of the student. 1.2 Uses appropriate cues and task modifications, as needed to maintain attention while eliciting/facilitating therapy objectives. 1.3 Demonstrates appropriate reinforcement/behavior management. 1.4 Is knowledgeable about and incorporates general education curriculum in therapy programs.	
<input type="checkbox"/>				<input type="checkbox"/>	STANDARD 2.0 CREATES & MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING/Comm. & Collaboration	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.7 Consults and collaborates with teachers, and other school staff on student needs at the class and school levels. 2.8 Maintains effective interpersonal relationships and communication in the professional setting.	
<input type="checkbox"/>				<input type="checkbox"/>	STANDARD 3.0 UNDERSTAND AND USE SUBJECT MATTER/Program decisions	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1 Demonstrates knowledge of all IDEA requirements for special education. 3.2 Provides evidence of eligibility in order to assist the IEP team in the decision making process. 3.8 Provides information regarding speech and language development to parents and staff.	
<input type="checkbox"/>				<input type="checkbox"/>	STANDARD 4.0 PLANS INSTRUCTION & DESIGNS LEARNING EXPERIENCES FOR STUDENTS / IEP Development	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.1 Establishes appropriate short and long-term objectives with measurable baseline data, and considers state curriculum standards when appropriate 4.7 Assists in determining the least restrictive educational program for all students with disabilities. 4.8 Completes accurately and submits promptly all IEP information to the District Office..	
<input type="checkbox"/>				<input type="checkbox"/>	STANDARD 5.0 ASSESSES STUDENT LEARNING / Eligibility and evaluation	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.9 Assists in identifying factors in the learning environment that may affect the student. 5.10 Familiarity with, and choice of appropriate diagnostic tools. 5.11 Administers and scores standardized tests according to established procedures. 5.12 Interprets, analyzes and communicates diagnostic information accurately, including recommendations, according to IDEA guidelines. 5.13 Remains in compliance with all assessment timelines.	
<input type="checkbox"/>				<input type="checkbox"/>	STANDARD 6.0 DEVELOPS AS A PROFESSIONAL EDUCATOR / Legal, Ethical, and Professional Practice	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.1 Seeks training in use of newly developed assessment instruments, therapy techniques, and other practices. 6.2 Adheres to district/school policies and rules. 6.3 Practices in ways that are consistent with ethical, professional, and legal standards and regulations. 6.4 Maintains confidentiality of information regarding students receiving special educations services. 6.5 Accepts and fulfills instructional duties and responsibilities in a timely and effective manner. 6.6. Accepts and fulfills non-instructional duties and responsibilities in a timely and effective manner.	

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Speech-Language Pathologist's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



SPEECH LANGUAGE PATHOLOGIST NAME	GRADE LEVELS	SCHOOL/S	SCHOOL YEAR
EMPLOYMENT STATUS (check one) Intern <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> 1 <sup>st</sup> year <input type="checkbox"/> 2 <sup>nd</sup> year    Tenured <input type="checkbox"/>		AREAS OF FOCUS	

***Evaluator's Summative Comments:***

I consider this a satisfactory evaluation:     YES     NO

Recommended for re-employment:     YES     NO

***Speech-Language Pathologist's Response:***

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Speech-Language Pathologist's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Teacher's signature acknowledges receipt of, not necessarily agreement with, the evaluation.  
 rev.2.201*

Evaluatee's Name		Site		
Evaluator's Name		Assignment		
Date	Time In	Time Out	Scheduled	Unscheduled
Activity/Topic				
Objective				
Number of Participants				

STANDARD 1.0 ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING/Therapy Implementation	Meets Standards	Does Not Meet Standards	Not Observed
1.1 Provides clear, concise instruction in a manner appropriate to the age, attention and functional level of the student.			
1.2 Uses appropriate cues and task modifications, as needed to maintain attention while eliciting/facilitating therapy objectives.			
1.3 Demonstrates appropriate reinforcement/behavior management.			
1.4 Is knowledgeable about and incorporates general education curriculum in therapy Programs.			
Evidence:			



STANDARD 2.0 CREATES & MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING/Comm. & Collaboration	Meets Standards	Does Not Meet Standards	Not Observed
2.1 Consults and collaborates with teachers, and other school staff on student needs at the class and school levels.			
2.2 Maintains effective interpersonal relationships and communication in the professional setting			
Evidence:			

STANDARD 3.0 UNDERSTAND AND USE SUBJECT MATTER/Program decisions	Meets Standards	Does Not Meet Standards	Not Observed
3.1 Demonstrates knowledge of all IDEA requirements for special education.			
3.2 Provides evidence of eligibility in order to assist the IEP team in the decision making process.			
3.3.Provides information regarding speech and language development to parents and staff			
Evidence:			

STANDARD 4.0 PLANS INSTRUCTION & DESIGNS LEARNING EXPERIENCES FOR STUDENTS / IEP Development	Meets Standards	Does Not Meet Standards	Not Observed
4.1 Establishes appropriate short and long-term objectives with measurable baseline data, and considers state curriculum standards when appropriate			
4.2 Assists in determining the least restrictive educational program for all students with disabilities.			
4.3 Completes accurately and submits promptly all IEP information to the District Office			
Evidence:			

STANDARD 5.0 ASSESSES STUDENT LEARNING / Eligibility and Evaluation	Meets Standards	Does Not Meet Standards	Not Observed
5.1 Assists in identifying factors in the learning environment that may affect the student.			
5.2 Familiarity with, and choice of appropriate diagnostic tools.			
5.3 Administers and scores standardized tests according to established procedures.			
5.4 Interprets, analyzes and communicates diagnostic information accurately, including recommendations, according to IDEA guidelines.			
5.5 Remains in compliance with all assessment timelines.			
Evidence:			

STANDAR D 6.0 DEVELOPS AS A PROFESSIONAL EDUCATOR / Legal, Ethical, and Professional Practice	Meets Standards	Does Not Meet Standards	Not Observed
6.1 Seeks training in use of newly developed assessment instruments, therapy techniques, and other practices.			
6.2 Adheres to district/school policies and rules.			
6.3 Practices in ways that are consistent with ethical, professional, and legal standards and regulations.			
6.4 Maintains confidentiality of information regarding students receiving special educations services.			
6.5 Accepts and fulfills instructional duties and responsibilities in a timely and effective manner.			
6.6 Accepts and fulfills non-instructional duties and responsibilities in a timely and effective manner.			
Evidence:			

**Post Conference Discussion Notes:** *(How did the activity go? Were the expected outcomes achieved? How do you know? What would you do differently next time? What will happen next?)*

Speech Pathologist's Reflection:

A copy of this document will be filed in your supervisor's file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

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Administrator's Signature

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Date

I have received a copy of this observation report. I understand that this observation report contains only a portion of the evaluation criteria that will be included on the interim and/or final evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

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Speech Pathologist's Signature

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Date

Los Altos School District  
Goals and Objectives Plan

Speech Pathologist's Name	Grade Levels	School/s	Date
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Choose \_\_\_\_ of the 6 Speech Pathologist Professional Standards

<p>Professional Speech Pathology Standard:</p> <p>Goal:</p>  <p>Action Plan to Implement Goal:</p>  <p>Evidence of Goal Attainment:</p>	<p>Professional Speech Pathology Standard:</p> <p>Goal:</p>  <p>Action Plan to Implement Goal:</p>  <p>Evidence of Goal Attainment:</p>
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<p>Professional Speech Pathology Standard:</p> <p>Goal:</p>  <p>Action Plan to Implement Goal:</p>  <p>Evidence of Goal Attainment:</p>	<p>Professional Speech Pathology Standard:</p> <p>Goal:</p>  <p>Action Plan to Implement Goal:</p>  <p>Evidence of Goal Attainment:</p>
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Professional Speech Pathology Standard:	Professional Speech Pathology Standard:
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**Los Altos School District  
Permanent Speech Pathologist Alternative Evaluation Form**

Speech Pathologist's Name:

School/s:

Grades:

Administrator's Name:

Date:

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1. Educational Goal: (The speech pathologist and evaluator agree on this goal in lieu of traditional evaluation.)

2. Educational Setting: (Where goal will be accomplished.)

3. Support/involvement provided by administration:

4. Support to be provided by another program (optional):

5. Evaluator's comments: (following completion of alternative experience)

Signature indicates that this alternative evaluation is completed.  
Any product or portfolio is attached.

**Administrator's signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Speech Pathologist's signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DRAFT**  
**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**LOS ALTOS SCHOOL DISTRICT**  
**AND**  
**LOS ALTOS TEACHERS ASSOCIATION**

**RE: 2013-14 Work Year**

The purpose of this Memorandum of Understanding (MOU) between the Los Altos School District and the Los Altos Teachers Association is to add an additional Professional Development day to the 2013-14 Work Year.

Notwithstanding Articles 9.7.3, 9.7.6 and 3.5.2.1 of the 2009-2012 Collective Bargaining Agreement, the parties agree to increase the 2013-14 work year by one day as follows:

- A. An additional Teacher Work Day (non-student) shall be added to the 2013-14 school year.
- B. Following 2013-14, the work year shall revert to the negotiated agreement unless agreed to otherwise.

  
\_\_\_\_\_  
Roberta Pyne, LATA Bargaining Chair

4.26.13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeffrey Baier, LASD Superintendent

04.26.12  
\_\_\_\_\_  
Date