

COLLECTIVE BARGAINING AGREEMENT

between the

DELHI SCHOOL DISTRICT

and the

DELHI TEACHERS ASSOCIATION CTA/NEA

July 1, 2022 to June 30, 2024

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DELHI TEACHERS ASSOCIATION - COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1

AGREEMENT

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Delhi Unified School District ("District") and the Delhi Teachers' Association/CTA/NEA ("Association"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act"). This agreement is effective from July 1, 2022, to June 30, 2024. For each subsequent year after the 2021-2022 fiscal year, Salaries and Benefits will be negotiated, along with a maximum of two additional articles selected by each Party. Additional related articles affected by the reopeners listed above may also be negotiated and will not be counted as reopeners.

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ARTICLE 2

RECOGNITION

- A. The District recognizes the Association as the exclusive representative of all Certificated employees of the Board with the exception of those employees in management and unrepresented positions, for the purpose of meeting and negotiating as agreed upon by the District on April 12, 1976.

DELHI TEACHERS ASSOCIATION - COLLECTIVE BARGAINING AGREEMENT

ARTICLE 3

DEFINITIONS

- A. "Teacher", "Faculty" or "Certificated Person" refers to any employee who is included in the unit.
- B. "Work Days" means the days in which the District Office is open for business.
- C. "Negotiable Items" means items permissible by the Rodda Act to be covered by the provisions of this Agreement. (G.C. 3543.2)
- D. "Negotiate in Good Faith" is covered in the Rodda Act.
- E. "Unpaid Leave of Absence" means that a teacher shall be entitled to (a) return to a position requiring certification qualifications, (b) the employee shall pay for his/her benefits if they are to be maintained, and (c) be placed on the same increment step in which he/she was entitled at the commencement of the leave.
- F. "Immediate Family" means mother, father, grandmother, grandfather, or grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or any relative living in the immediate household of the employee.
- G. "Extended Family" means uncle, aunt, niece, or nephew.
- H. Personal Necessity is defined as any activity or personal obligation of a unit member which necessitates or mandates his/her absence from his/her assignment during regular work hours. (Refer to Article 8 for appropriate use and permission requirements for Personal Necessity Days.)
- I. "Daily Rate of Pay" means the teacher's annual salary divided by one hundred eighty-one (181) days
- J. "Position" means a position requiring certification qualifications.
- K. "School Days" means the one hundred eighty-one (181) days for which teachers are required to be on duty each school year.

- L. "Daily Schedule" means your contractual arrival time, student contact time, and preparation time Monday through Friday as pertains to your specific site.
- M. "Extracurricular duties" means those duties which are outside of the professional responsibilities.
- N. Elementary Teachers refers to teachers assigned to Transitional Kindergarten (TK) through sixth (6th) grade.
- O. Secondary Teachers refers to teachers assigned to Middle or High School (Grade seven (7) through twelve (12)).

DELHI TEACHERS ASSOCIATION - COLLECTIVE BARGAINING AGREEMENT

ARTICLE 4

DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization, direct the work of its employees, determine the times and hours of operation, determine the kinds and levels of services to be provided and the methods and means of providing them, establish its educational policies, goals and objectives, ensure the rights and educational opportunities of students, determine staffing patterns, determine the number and kinds of personnel required, maintain the efficiency of District operations, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, contract out work, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, -shall be limited only by the specific and express terms of this Agreement; and then, only to the extent such specific and express terms are in conformance with the law.

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ARTICLE 5

ASSOCIATION RIGHTS

- A. The local Association and its members shall have the right to make use of school equipment, buildings, and facilities after school hours by utilizing the District's building use agreement procedure. Such equipment shall include duplicating equipment, calculators, computers, and all types of audio-visual equipment when such equipment is not otherwise in use.
- B. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes for communications to teachers as long as there are not derogatory statements made against any school personnel or contain political solicitations.
- C. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that such activities do not interfere with classroom instruction.
- D. Pursuant to the requirements of Assembly Bill (AB) 119, the following definitions and procedures will apply regarding the Associations access to new employee orientations and unit member personal contact information.
 - 1. Access to New Unit Member Orientations/Inservice:
 - a. For the purposes of this article, a "New Employee Orientation" is a meeting during non-instructional time between a new employee(s) in a position represented by the Association and an Association representative(s) that is held before or after the start of each school year.
 - b. Before the start of each school year, if the District provides a New Employee Orientation for all newly hired certificated employees, the Association representatives shall have the right to meet with all new unit members. At least 10 days prior to the Orientation, the District shall provide the president of the Association the date, time and location of the New Employee Orientation and, electronically (in spreadsheet or database format): the full name and work location of the new hires. The Association may invite its endorsed vendors and CTA staff to its meeting with the new unit members and will have access to District audio visual equipment during this time. The District shall not have a management or supervisory employee in attendance during the Association's meeting with the new unit members unless their attendance is requested or permitted by the Association.

- c. When a new certificated employee is hired after the start of a school year, the District shall provide the president of the Association, electronic notification within 72 hours upon completion of the hiring process with the new employee. The Association shall have the right to meet with the new employee after the hiring process or may schedule an alternative time to meet. The District shall not have a management or supervisory employee in attendance during the Association's meeting with the new employee(s) unless their attendance is requested or permitted by the Association.

2. Unit Member Personal Contact Information:

- a. Per AB 119 (Gov. Code, § 3558.), the District shall provide the president of the Association, electronically (in spreadsheet or database format) with: the name, job title, department, work location, home address, work telephone number, home and cellular telephone numbers, personal email address on file with the employer (if in the District's possession), work site location, of any newly-hired unit member no later than thirty (30) calendar days after the first day of paid service.
- b. The District shall provide the president of the Association, electronically (in excel sheet or database format), with the name, home address, work telephone number, home and cellular telephone numbers, personal email address (if in the District's possession), work site, date of hire, credential, indication of unit members who are on an unpaid leave of absence, and indication of whether the District deducts dues for Association membership for all unit members on or about the end of each August.
- c. Per AB 119 and consistent with Government Code section 6254.3 of the California Public Records Act ("CPRA") and Government Code section 6207, an employee may opt out to provide the employee organization the following information: home address, home telephone number, personal email address and birthdate.

E. The Board shall place on the agenda of each regular Board meeting any matters brought to its consideration by the Association in writing provided that such matters are made known to the Superintendent's office in writing one (1) calendar week prior to said meeting as per Board Policy.

F. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues and initiation fees in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct such dues from the regular salary check of the unit member 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.

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ARTICLE 6

TEACHING HOURS

- A. **Instructional Day:** Classroom teachers and site TOSAs are to be in their rooms ready to greet students twenty (20) minutes prior to the start of the school day; except to attend a faculty meeting, or when yard duty is required. Teachers will report to duty at the normal regular time even on foggy day schedules. Their day will not be shortened. Employees are encouraged not to jeopardize their well-being during foggy days. If employees judge that their safety is at stake during the fog season, they are encouraged to leave for work earlier, drive more slowly and if necessary, arrive later to work. The teacher's workday will end after all professional responsibilities are completed, which may include IEP's, SST's, 504's, parent meetings, and student dismissal (elementary).
1. District Office TOSAs will follow the teacher instructional calendar and district office work hours.
- B. **Instructional Minutes:** The administration shall maintain the number of instructional minutes, per Ed. Code and the number of non-instructional minutes in the school year for all schools, Transitional Kindergarten (TK) through Grade twelve (12). However, the scheduling of the instructional day may be adjusted by the administration to reflect the needs of the school or District.
- C. **Preparation Time:**
1. Transitional Kindergarten through 6th grade preparation time shall be provided on Wednesdays. This period of time is to be used for lesson planning, collaborative planning between teachers, and the development of instructional materials. Unit Members may leave after the students when their professional responsibilities are completed. No meetings are to be scheduled on these days at the elementary level.
 2. Grades 7-12 Preparation Period: Delhi Education Park teachers in grades seven (7) through twelve (12) will receive a daily preparation period approximately equal to a regular instructional period. In the event of an emergency, teachers will be asked on a rotational basis to substitute during their preparation period. These teachers will receive instructional pay (\$60.00 per hour) for covering such periods. On Wednesday's unit members may leave after their professional responsibilities; IEP's, SST's, 504's, and parent meetings are completed. Aside from the six (6) Wednesday meetings, see section D, number 1 faculty meetings, subsection e in Article 6.

D.

Meetings and Non-Instructional Duties:

1. Faculty Meetings:

- a. Faculty meetings will be limited to three (3) per month. One Monday meeting will be used for department/grade level collaboration (examples include discussing students being considered for SST's, progress monitoring, analyzing assessment data, instructional best practices). All department/grade level collaborations will result in documented department/grade level action steps for each meeting, to be submitted after each meeting to site administration. One meeting per quarter may be scheduled as a vertical articulation meeting at the discretion of the Administration. The professional day ends at 4:30 pm on faculty meeting days.
 - b. The schedule of Monday faculty meetings will be published by August 31 each year.
 - c. Punctual attendance at Faculty Meetings is mandatory for all unit members.
 - d. An agenda will be distributed/posted at least twenty-four (24) working day hours in advance.
 - e. In grades seven (7) through twelve (12), six (6) Wednesdays per year, spread out over the school year, for one (1) hour, may be used for the purposes of planning, collaboration or other site needs to be determined by site administration. Dates of Wednesday meetings are to be scheduled and announced at least four (4) weeks in advance except in the case of emergencies.
2. Non-teaching duties shall be assigned on an equitable and fair basis for all unit members as determined by the site administrator.
3. Adjunct duties shall be assigned in rounds starting with the most senior to the least senior unit members until all duties have been assigned.
4. Adjunct duties shall be divided evenly based on the total number of activities at the site excluding back-to-school and report card nights which are required events for all staff.
- a. Adjunct duties shall be assigned for regular workdays. Adjunct duties on weekends and school breaks shall be filled on a voluntary basis.
5. Transitional Kindergarten (TK) through Grade six (6) unit members shall provide morning yard duty as scheduled.
6. Transitional kindergarten (TK) through grade 6 unit members will not be assigned afternoon bus duty as long as there are three (3) elementary schools in Delhi Unified.
7. Elementary unit members are required to attend Back To School Night, and two additional school-based events, except in the case of an emergency (i.e., serious, unexpected, or dangerous situation requiring immediate action). District LCAP

events shall be an option. Other options of available events and sign up procedures shall be decided by the principal. Unit members assigned to Transitional Kindergarten and Kindergarten are required to attend TK/K Orientation in lieu of Back to School night.

8. Secondary unit members are required to attend Back To School Night, Report Card Nights and other adjunct duties to be assigned by the administrator on an equitable basis.

- E. **Lunch:** Every Unit Member shall be entitled to a daily duty-free uninterrupted lunch period. The lunch period shall be equivalent to the student lunch period, for a minimum of forty (40) minutes.
- F. Academic counselors shall work 181 days per year. They shall meet with their administrator to mutually set a work calendar prior to the last workday of the year for the following year that includes up to five (5) flex days outside of the instructional calendar, one of which shall be the day of the "Hawk Lift Off."
 1. Should the need arise, the academic counselor will meet with their administrator to make changes to the previously agreed upon work calendar.
 2. If additional days are needed, it must be scheduled by mutual agreement.
- G. Unit members are not required to enter year-end information on student CUME folders.

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ARTICLE 7

PAYMENT FOR EXTRACURRICULAR AND EXTRA DUTIES

"Extracurricular duties" shall be voluntary. Rates and positions will be determined by the district.

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ARTICLE 8

LEAVES

The following benefits will be provided for each teacher as specified below:

A. Sick Leave

1. Every unit member shall be entitled to ten (10) sick days of paid sick leave each calendar year. Unit members hired after the first month of school shall have their sick days prorated in relation to the number of months left in their work year.
2. Any unit member who voluntarily works more than the normally assigned days per year (see article III) shall accrue additional sick leave at the rate of one (1) day for every 20 days worked. This time must be assigned by the District (i.e. Summer School Assignments.)
3. At the beginning of each school year, all unit members shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year.
4. Unused sick leave shall accrue from school year to school year.
5. Unit members returning from a medical leave of absence of four (4) or more consecutive workdays must furnish a statement from a physician that indicates the unit member's ability to return to work.
6. Unit members may utilize accumulated sick leave days for pregnancy-related illnesses pursuant to Education Code 44965, which will run concurrently with any FMLA (Family Medical Leave Act) / CFRA (California Family Rights Act) leave taken.

B. Catastrophic Illness

1. When a unit member or a member of his/her immediate family experiences a catastrophic illness or injury which requires the unit member to take time off from work for an extended period of time (in excess of five (5) consecutive days, and the employee unit member has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave credits. (Education Code 44043.5)

2. A unit member who is suffering from a catastrophic illness or injury may request on the district form that eligible leave credits be donated for his/her use as an invalid or family caretaker.
3. The unit member shall provide verification of the catastrophic injury or illness by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury. (Education Code 44043.5) and submit such verification with their request for use of Catastrophic Leave donations
4. The unit member who is the recipient of the donated leave credits shall use those credits for a maximum of two consecutive months, limited to no more than forty (40) consecutive workdays.
5. Donations shall be at a minimum of one (1) full day and in increments of full days thereafter. (Education Code 44043.5)
6. To ensure that unit members retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than sixty (60) days.
7. All transfers of eligible leave credit shall be on a voluntary basis and are irrevocable. (Education Code 44043.5)
8. The Superintendent or designee shall ensure that all bank donations are confidential.

C. **Maternity Leave**

1. The District shall provide for leave of absence from duty for any unit member who is absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. 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 therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District, except as provided herein, written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities. This section shall be construed as requiring the governing board of the School District to grant leave with pay only when it is necessary to do so in order that

leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability, as per Education Code 44965.

2. The District shall consider a unit member on equal terms with other employees in dealing with her pregnancy.
3. Upon medical release from maternity leave, unit members are eligible for paid Parental Leave under AB 2393 and AB 2012.
 - a. Paid Parental Leave is defined as leave taken for the birth of a child of the unit member or the placement of a child with the unit member for adoption or foster care.
 - b. Unit members are entitled to use not more than twelve (12) workweeks in a twelve (12) month period of current and accumulated sick leave for parental leave.
 - c. If a unit member does not have 12 workweeks of sick leave and requests leave under AB 2393, he/she may receive substitute differential or 50% of the salary due him/her during the period of absence, whichever is the lesser amount for the remainder of the 12 workweeks if:
 - i. The unit member exhausts all current and accumulated sick leave; and
 - ii. The unit member meets the eligibility of the California Family Rights Act.

D. **Child-Rearing Leave**

1. A unit member who is the natural or adoptive parent of a child shall be entitled, upon approval, to an unpaid leave of absence for the purpose of rearing his or her infant.
2. A unit member shall notify the District 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 by submitting a written request for such leave to the Human Resources Department.
3. A unit member on Child-Rearing Leave shall be entitled to all benefits accorded and obligated by all duties imposed under paragraph "M" of this Article entitled "Miscellaneous".
4. A male unit member may be entitled to six (6) days of leave for personal necessity to care for his child or the mother of his child, for purposes listed above.

E. **Extended Illness Leave**

1. If a regular unit member has utilized all accumulated sick leave and is still absent from classroom duties on account of personal 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 to a substitute or no less than fifty percent (50%) of his/her regular salary during the period of absence.
2. The five (5) months or less period during which the above deductions occur shall begin to run at the end of the employee's current annual leave of ten (10) days.
 3. This leave shall not be cumulative.
 4. Benefits under this section shall commence with the fourth (4th) day of continuous illness, with compensation retroactive to the first (1st) day of the extended illness.
 5. When an Extended Illness Leave occurs at a time when the five (5) months will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

F. **Industrial Accident Leave**

1. Pursuant to the provisions of Education Code Section 44984, a certificated employee shall be provided leave of absence for industrial accident or occupational illness under the following rules and regulations:
 - a. The industrial accident or occupational illness must have arisen out of and in the course of employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
 - b. Allowable leave for such industrial accident or occupational illness shall be for the number of days of temporary disability not to exceed sixty (60) workdays in any one fiscal year for the same accident.
 - c. Allowable leave for industrial accident or occupational illness shall not be accumulated from year to year.
 - d. The industrial accident or occupational illness leave under these rules and regulations shall commence on the first day of absence.
 - e. When a unit member is absent from his/her duties on account of industrial accident or occupational illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

- f. Industrial accident or occupational illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- g. When an industrial accident or occupational illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- h. During any paid leave of absence, the unit member shall endorse to the employer wage loss benefit checks received under the workers' compensation laws of this state. The employer, in turn, shall issue the unit member appropriate salary warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- i. Upon termination of the industrial accident or occupational illness leave, the unit member shall be entitled to the benefits provided for sick leave (Educational Code 44977, 44978, 44983), and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or occupational illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity will result in payment to him/her of not more than his/her full salary.
- j. These provisions for industrial accident and illness leave shall apply only to unit members whose services are regularly scheduled.
- k. A unit member shall be deemed able to return to work from an industrial illness or accident at such time as he/she and his/her physician agree that the unit member is able to perform his/her duties.

G. **Personal Necessity Leave**

Please reference definitions as listed in Article 3

- 1. Use of Personal Necessity
 - a. Unit Members may use up to seven (7) days of accumulated sick leave during any school year for personal necessity leave.
 - b. Personal necessity leave must be taken in full or half-day increments.
- 2. Reasons for personal necessity in which advance permission is not required are:
 - a. Extension of bereavement leave to include extended family;
 - b. Accident, involving one's person or property, or the person or property of a member of his/her extended family;

- c. Sudden catastrophic illness, such as heart attack; and
 - d. Imminent danger to the home of the employee serious in nature which under the circumstances, cannot be disregarded and requires attention during assigned hours of service.
3. Reasons for personal necessity in which advance notification is required are:
- a. Appearance in court as a litigant, or as a witness under official order;
 - b. Serious illness of a member of his/her extended family;
 - c. Response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee of such emergency nature that the presence of the employee is required during his/her regular working hours and no alternative meeting time during non-duty can be arranged;
 - d. Settling of legal affairs and other serious personal emergencies which cannot be resolved on a non-working day;
 - e. Seeing a son, daughter, or parent off to military duty or college;
 - f. Paternity leave for new fathers;
 - g. Marriage of an extended family member (including self);
 - h. Up to five (5) days, with a maximum of two (2) days per month, except in the case of emergencies may be used for
 - attendance at a school or licensed child care facility event of your own child,
 - searching and enrolling (or re-enrolling) your child in a school or licensed child care facility, or
 - addressing a child care or school emergency issue.
4. Unit members may use two (2) of the seven (7) days of personal necessity leave allocation during any school year without specifying the nature of the absence.
- a. A "No Tell" Day must be specifically authorized by the Superintendent or designee.
 - b. Requests to use a "No Tell" Day must be received by the Superintendent or designee a minimum of five (5) working days in advance of the "No Tell" Day.
 - c. Requests to use a "No Tell" Day will be approved by the Superintendent or designee on a first-come, first-served basis.
 - d. Within the district, a maximum of three (3) unit members shall be absent for "No Tell" Days at any one time unless specifically authorized by the Superintendent or designee.
 - e. The Superintendent or designee has the right to deny a "No Tell" Day should the requests exceed the limit of three (3) such absences on any given day.
 - f. "No Tell" Days may be accumulated from year-to-year to a maximum of three (3) days in any year out of the seven(7) allocated personal necessity days.

- g. Under no circumstance shall personal leave be allowed for the purpose of personal convenience, the extension of a holiday or vacation period, for recreational activities, or other normal matters which can be dealt with outside of the workday.
5. The unit member's application to use his/her sick leave for personal necessity must be received by the District prior to the desired absence, at least twenty-four (24) hours in advance if possible. The District shall administer personal necessity requests in an equitable manner.
6. Additionally, a unit member may, with advanced notice via written request to the Human Resources Department, use up to six (6) days for personal use if they wish to pay the cost of a substitute. Advance written notice of a minimum of forty-eight (48) hours must be given and a substitute found prior to granting the use of leave under this section. If this section is used there will no longer be a deduction from the unit member's sick leave account.

H. **Bereavement Leave**

Every unit member shall be entitled to three (3) days of paid leave of absence, or five (5) days if out-of-state travel is involved, on account of the death of any member of his/her immediate family.

1. The unit member is required to use Bereavement Leave before Personal Necessity Leave days or purposes allowed in this paragraph.

I. **Health Leave**

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

1. A statement by the physician to the effect that the unit member is under their care and unable to work shall be submitted at the time of request of the Health Leave.
2. The unit member shall notify the District of his/her intended return date at least thirty (30) days in advance.
3. Health Leave shall be granted if a unit member is temporarily unable to perform his/her services because of illness, accident, or quarantine.

J. **Study Leave**

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

1. A unit member shall apply to the District for such leave no later than March 1st of the preceding year via written request submitted to the Human Resources Department.
2. No leave of absence for study purposes shall be granted to any unit member who has not rendered service to the District for at least seven (7) consecutive years preceding the granting of the leave (Education Code Section 44967).

K. **Jury Duty Leave**

1. A unit member serving on jury duty will be paid his/her regular salary by the District. Any mileage or meal allowances paid to the unit member while serving on jury duty will be retained by the unit member.
2. Upon notification of jury duty, it is the obligation of the unit member to immediately inform his/her supervisor and provide a copy of the Jury Summons to Human Resources.
3. A Unit member is to request a substitute when they are provided with a specific time to report to the courthouse.
4. After serving on jury duty, the proof of service shall be submitted to Human Resources.
5. Release for jury duty shall be in full or partial days as determined by the court from which the summons was received. If a unit member is requested to report after 12:30, they shall request a half-day substitute for the afternoon. If a unit member is released by the court before 12:00, they are to report for duty in the afternoon. Release time beyond jury service and travel shall be considered Personal Necessity and shall be deducted from the unit member's accumulated sick leave and personal necessity usage.

L. **In-Service Leave**

A unit member may be granted up to three (3) days of paid leave which may be taken for the purpose of improving his/her performance. Such leave shall be requested in writing to the Human Resources Department at least two (2) weeks prior to the planned absence. The absence will be deducted from the unit member's sick leave bank as personal necessity.

M. **Miscellaneous**

1. Upon request, the District may extend a unit member's Health Leave or Child Rearing Leave for a maximum of one (1) year.
2. Any unit member who seeks an extension of Health Leave or Child-Rearing Leave shall make application no later than thirty (30) calendar days preceding the expiration of the original leave. The request shall be submitted in writing to the Human Resources Department.
3. A permanent unit member may be entitled to take an unpaid leave of absence for one (1) year for any purpose which such unit member and the board deems sufficiently important to absent himself/herself from his/her duties. A unit member shall provide a written request to the Human Resources Department for such leave no later than March 1st of the preceding year.
4. The unit member shall pay the full premium for his/her medical benefits if he/she wishes to continue them while on any unpaid leave.
5. The unit member shall notify the District Superintendent or designee by March 1st, during the year of unpaid leave of absence, whether or not he or she is returning for the following year.

N. **Casual Absences**

The District Superintendent shall have the power to grant full time unit members permission to be absent, without loss of salary, for parts of a day, not to exceed one-half (1/2) day, when reason (emergency) for such absence exists and provided that frequent requests for such absence are avoided. Such absences may be granted only when the Superintendent is certain that the normal assignment for the individual can be adequately covered.

DELHI TEACHERS ASSOCIATION - COLLECTIVE BARGAINING AGREEMENT

ARTICLE 9

CLASS SIZE

Class Size/Teacher Support

- A. The District shall maintain a class commensurate with the District's financial and space capabilities and consistent with its policies to provide each student with an individualized learning opportunity wherein possible as determined by the District.
1. The district will make reasonable efforts to meet the criteria established in Ed Code 42238.03: "A school district shall make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site in Kindergarten and grades 1-3, inclusive unless a collectively bargained alternative annual average class enrollment for each school site in those grades is agreed to by the district."
 2. For TK - 6 classes whose enrollment exceeds an average of thirty (30) students, the District will have ten (10) instructional days to make adjustments. If no adjustments are made, on the eleventh day, the classroom teacher will be provided one release day during that quarter of instruction. This release day can be used for planning, prepping, or grading. When using this release day, the teacher will work on campus.
 3. For 7-12 classes whose enrollment exceeds an average of forty (40) students (excluding PE and Music), the District will have ten (10) instructional days to make adjustments at the beginning of each semester. If no adjustments are made, on the eleventh day, the classroom teacher will be provided one release day during that quarter of instruction. This release day can be used for planning, prepping, or grading. When using this release day, the teacher will work on campus.
- B. If a P.E. class (7-12 grade) exceeds fifty (50) students the teacher will be consulted by the administration prior to admitting any other students. The District will have ten (10) instructional days to make adjustments at the beginning of each semester. If no adjustments are made, on the eleventh day, the teacher and principal will explore the need for: (1) scheduling changes; (2) additional P.E. classes. If the class size average exceeds fifty (50), the following steps will be taken:
1. The District will buy out the P.E. teacher's prep to lower their class sizes.
 2. If the class average still exceeds fifty (50) students, an employee will be assigned to each P.E. period that exceeds fifty (50) students.
 3. If the class average exceeds fifty (50), the teacher will be provided one (1) release day for that semester.

DELHI TEACHERS ASSOCIATION COLLECTIVE BARGAINING AGREEMENT

ARTICLE 10

TRANSFERS

A. Definition

1. The movement of a teacher from site to site or grade to grade shall be considered a transfer.
2. A transfer may be teacher-initiated ("voluntary") or District-initiated ("involuntary").

B. Transfers shall be generally governed by the appropriate education code stipulations as defined by Education Code 35036.

C. The District will make every effort to fill positions prior to April 15th of each school year.

D. Voluntary Transfer (Before April 15 of the calendar year preceding the next school year)

1. Initial Vacancy Notice

- a. Vacancies will be announced at school sites for teachers to indicate an interest in changing grade levels or subject area. Administrators shall consider such changes but are not obligated to grant them.
- b. The District will announce via e-mail and post at each school site vacancies which occur during the school year and for the following school year upon knowledge of vacancies. If a vacancy occurs during the summer months the opening will be posted via District email and via the current electronic posting system.
- c. Transfer postings will remain open for a minimum of five (5) days.
- d. Teachers who desire a transfer shall respond to postings as they are posted by submitting a letter of interest and up to date resume to the Human Resources Department.
- e. All requests for voluntary transfers shall be considered on the basis of four non-prioritized criteria:
 - Credentials or certificates to perform the required service and compliance with state and federal regulations.

- District-wide seniority.
- Capability to meet the job description.
- The impact of the transfer on the instructional program of the current school.

f. In the case of equal qualifications, experience in the area under consideration will be the determining factor.

g. If the request for voluntary transfer is denied, the teacher shall be provided with written reasons for the denial.

h. If no request to transfer is received by the stated deadline, the District is open to consider qualified applicants from outside the District in order to staff the vacant position.

2. The procedures outlined in Section D will continue until a deadline of April 15th of the calendar year.

E. **Voluntary Transfers** (After April 15 of the school year)

1. The District will provide notice to the membership of vacant positions occurring after the April 15th deadline via e-mail and the current electronic posting system.

a. *No priority will be given to a teacher who requests to be transferred to another school over other qualified applicants who have applied for positions requiring certification qualifications (EC 35036).*

F. **Involuntary Transfer**

1. Involuntary transfers shall be based on the legitimate educational related needs of the District and may be made for the following non-prioritized reasons:

- A vacancy is unfilled during the open transfer periods of the year as outlined in Article X, Section D, Voluntary Transfers, and no suitable voluntary transfer can be found to fill the position.
- The instructional program needs of the District.
- District-wide seniority. If two (2) or more teachers are equally qualified for the position to be filled, the teacher with the least seniority in the District will be selected.
- Credentials and/or certificates to perform the required service and compliance with state and federal regulations.
- Experience at the grade-level or in the subject matter.

- Capability to meet the job description.
2. The teacher who is to be involuntarily transferred shall be given, in writing, the reasons for the impending transfer.
 3. No involuntary transfer shall be used for arbitrary or disciplinary reasons.

DELHI TEACHERS ASSOCIATION – COLLECTIVE BARGAINING AGREEMENT

ARTICLE 11

EVALUATIONS

A. Definitions:

1. Walk through: an unscheduled brief classroom visit.
2. Pre-Observation: a meeting between the evaluator and unit member to discuss the lesson components that takes place before a scheduled observation
3. Observation: a scheduled or unscheduled classroom visit by an administrator as part of the formal evaluation process.
4. Evaluation: A formal written document per Appendix C.

B. It is understood and agreed by the parties that their principle objective is to maintain or improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness on the part of the District to assist all certificated employees, but especially less experienced employees, in improving their professional skills.

C. Within the first seven weeks of each school year, the District or site administrator will provide an annual in-service, during a faculty meeting, to familiarize unit members up for evaluation with the evaluation form and emphasis for the current year. Tentative dates of formal observations and evaluations and copies of the evaluation form and the Standards and Procedures for the Evaluation of Certificated Teachers will be distributed electronically to all certificated staff up for evaluation during the first seven weeks of the school year.

D. Evaluation Procedure

1. Every temporary or probationary certificated unit member shall be evaluated by the site administrator in writing at least three (3) times each school year.
2. Every permanent unit member shall be formally evaluated by the site administrator in writing every other year.
 - a. For permanent teachers with ten (10) or more years in the District, evaluations shall be completed once every five (5) years (EC 44664a3). The placement of a unit member on the five (5) year cycle of evaluation may be revoked by the evaluator if an ongoing deficiency has been noted and discussed with the unit member.
 - b. The administrator and/or the evaluator may review lesson or unit plans when evidence of planning is a concern to the administrator during the non-evaluation year(s), and the administrator concludes, in writing, based on two (2) classroom observations of at least twenty (20) minutes each, that evidence of planning is lacking.
3. Every evaluation shall be based upon one (1) formal and one (1) informal observation, lasting at least one half (1/2), hour. Formal observations shall include a

pre and post observation conference with the unit member within two (2) weeks (10 workdays) of the observation. At the post-observation conference, unit members shall receive an evidence-based written post-observation document (Observation Tool, see Appendix that aligns with the final evaluation i.e., CTSP 1-6 including Developing as a Professional Educator).

a. Whole numbers will be used for each standard evaluated based on the California Standards for the Teaching Profession (Rubrics for Teacher Observation and Evaluation) that is, each standard will be marked 1(Ineffective), 2 (Developing), 3 (Effective), 4 (Highly Effective). However, the overall score can be stated as a decimal.

4. Each evaluation shall include an evidence-based evaluation conference in which the site administrator and the unit member shall review the written evaluation. Walk-throughs may be incorporated into the evaluation process.

5. The unit member shall be given a copy of each formal written evaluation at the conference as follows:

a. Temporary and Probationary I

Due, October 15	CSTP Elements: 2.2, 2.4, & 2.7 4.1, 4.2, & 4.4
Due, December 15	CSTP Elements: 1.1, 1.5, & 1.6 2.2, 2.4, & 2.7 3.1, 3.2, 3.4, & 3.6 4.1, 4.2, & 4.4
Due, February 15	CSTP Elements: 1.1, 1.5, & 1.6 2.2, 2.4, & 2.7 3.1, 3.2, 3.4, & 3.6 4.1, 4.2, & 4.4 5.1, 5.4, & 5.7 6.1, 6.3, 6.6, and 6.7

b. Probationary 2

Due, October 15	CSTP Elements: 1.1, 1.5, & 1.6 2.2, 2.4, & 2.7 3.1, 3.2, 3.4, & 3.6 4.1, 4.2, & 4.4 5.1, 5.4, & 5.7 6.1, 6.3, 6.6, and 6.7
Due, December 15	CSTP Elements: 1.1, 1.5, & 1.6 2.2, 2.4, & 2.7 3.1, 3.2, 3.4, & 3.6 4.1, 4.2, & 4.4 5.1, 5.4, & 5.7 6.1, 6.3, 6.6, and 6.7
Due, February 15	CSTP Elements: 1.1, 1.5, & 1.6 2.2, 2.4, & 2.7 3.1, 3.2, 3.4, & 3.6 4.1, 4.2, & 4.4 5.1, 5.4, & 5.7 6.1, 6.3, 6.6, and 6.7

c. Permanent

Due on or before April 15	CSTP Elements: 1.1, 1.5, & 1.6 2.2, 2.4, & 2.7 3.1, 3.2, 3.4, & 3.6 4.1, 4.2, & 4.4 5.1, 5.4, & 5.7 6.1, 6.3, 6.6, and 6.7
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6. Observation and evaluation meetings shall be arranged by the site administrator and the unit member within the first seven (7) weeks of the school year.
7. Walk-throughs and informal observations shall be without advance notice.
8. The components of the evaluation system shall be followed as outlined in Appendix C.
9. Any permanent unit member, who is scheduled or not scheduled to be formally evaluated, that demonstrates deficiencies during a series of walkthroughs, or other periods of observation, will be addressed by the site administrator through coaching

and written directives that include a timeline. Supports may include the involvement of the administrator designee. The coaching will target specific deficiencies and will include strategies for improving performance.

- a. Deficiencies that continue to be noted during walk-throughs and/or the formal observation and evaluation process will be noted as needing improvement on the official evaluation forms and placed on a formal written Plan for Improvement.
10. Any permanent unit member who receives a rating of "Ineffective" or "Developing" on their formal written evaluation in five or more elements (CSTP 1.1, 1.5, 1.6, 2.2, 2.4, 2.7, 3.1, 3.2, 3.4, 3.6, 4.1, 4.2, 4.4, 5.1, 5.4, 5.7, 6.1, 6.3, 6.6, 6.7 within the California Standards of The Teaching Profession Rubrics for Teaching Observation and Evaluation) will receive a formal written Plan for Improvement, and the evaluation process will continue the following school year.
11. The unit member's administrator and the unit member shall jointly develop the Plan for Improvement, in an attempt to correct any cited deficiencies. The plan shall include specific strategies and adequate release time for the unit member to visit and observe other similar classes as determined by the administrator, or for attendance at seminars and/or workshops, as approved by the administrator. Additionally, the plan will include participation in a monthly support workshop facilitated by district support staff and to end no later than 4:30 pm. These monthly workshops will be held after dismissal and no additional compensation will be provided to participants as they are considered part of professional responsibilities. The unit member will receive a copy of such plan and have the right to submit a written response to the improvement plan within 10 days of receipt.
12. Any unit member who has received a negative formal written evaluation and a Plan for Improvement may, upon request, be entitled to a subsequent observation, conference, and written evaluation, as prescribed above.
13. Once all elements of the Plan for Improvement have been rated as effective or highly effective, the unit member will be released from the Plan for Improvement.
14. No unit member shall be evaluated on or held accountable for any aspect of educational programs over which he/she has no authority to correct deficiencies.
15. The administrator shall not base his/her evaluation of a unit member on any information which was not collected through the direct observation of the unit member or can be substantiated through a preponderance of credible evidence.
16. The established grievance resolution procedure contained in this agreement may be utilized for processing any disputes which arise over portions of the procedures of evaluation only. In the event that a dispute arises and such dispute is resolved in favor of the unit member, no record of the disputed portion of the evaluation procedures shall be kept by the District in any files, office, or place. Any such record(s) shall be delivered to the evaluatee for disposition.
17. The existing forms and procedures may be reviewed or revised by either the Association or the District, when including the item as part of their Sunshine Proposal.

PRE-OBSERVATION CONFERENCE GUIDING QUESTIONS GUIDELINES

1. What objective(s) or standard(s) will be addressed?
2. What teaching strategies will you use to produce student outcomes?
3. How would you determine that students have mastered the objective(s) or standard(s) of the lesson?
4. Are there any special characteristics of the students or class that will affect the observation?
5. Is there any other background information you would like me to know?
6. What would you like me to focus on during the observation?
7. By mutual agreement of the evaluator and the unit member, these guiding questions may be expanded to include discussion in other areas/subjects that are relevant and specific to the evaluation.

Located in Appendix C:

- Evaluation Forms (Temporary, Probationary 1 & 2 and Permanent)
- Plan for Improvement
- Observation Tool
- California Rubric for Teacher Observation and Evaluation
- Probationary 0 employees will follow the guidelines for Temporary Teachers.
- Probationary teachers who have two (2) or more years of fully credentialed teaching experience shall be evaluated on all standards in the evaluation form (Evaluation #3—Probationary 2 Teachers).

DELHI TEACHERS ASSOCIATION – COLLECTIVE BARGAINING AGREEMENT

ARTICLE 12

SALARIES AND BENEFITS

- A. The salary schedules, employee benefits, and salary classification requirements of all unit members are set forth in Appendix A, attached.
- B. All unit members who serve other than the required number of days as set forth in Appendix A for their job classification, shall receive a salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of working days required for their job classification.
- C. The **payroll period** shall be defined as monthly, beginning with the last working day of July for all teachers. Payment for services in addition to the unit member's regular assignment shall be made not later than thirty (30) days after the payroll period in which the service was performed.
- D. The **health benefits** provided in this Article shall remain in effect during the term of this Agreement. Should a unit member's employment terminate during the school year; he/she shall be entitled to continue coverage, according to rules and regulations of COBRA Policies in effect at the time. Such unit member shall pay the full premium for the continued coverage on a month-to-month basis, if the plan permits.
- E. After the initial yearly selection, unit members may make one annuity change per year with thirty (30) days' notice to the District
- F. A **Maximum Transfer Credit** of fifteen (15) years of experience may be given to new hires. Notwithstanding the provision above, a properly credentialed bilingual Speech Therapist may be hired at a level above step fifteen (15).
- G. **Professional Growth**
 - 1. Unit members may submit college or university transcripts to move columns on the salary schedule.
 - a. Only courses taken after employment commences will be considered. All other courses will be submitted upon initial employment with the District
 - b. Courses *MUST* be approved by the unit member's administrator *PRIOR* to enrollment in the course for determination of the course relevance to the unit member's assignment or professional growth on the official District form. Only one class may be submitted on each form. All forms must contain all required information.
 - c. An employee may appeal a principal's decision regarding a professional growth request to a committee comprised of the Superintendent and two (2) teachers from the teacher's school site. The Association will select the two (2) teacher members of the committee.
 - d. Once approved by the administrator, the unit member will forward the approved form (available on the District website) to the Human Resources Department where it will be kept on file until an official transcript is submitted.
 - e. Coursework not approved in advance will be **INELIGIBLE** for consideration of growth on the salary schedule.

2. A unit member may move a maximum of one (1) column in a year.
3. Official Transcripts **MUST** be submitted by **June 15** for consideration of movement on the salary schedule for the following year.
4. Any TOSA workdays added to the summer will be exchanged for flex days as approved by the Principal/Direct Supervisor.

H. **Early Termination of Contract:**

1. A unit member whose employment with the district is terminated before the completion of their contractual obligation, will have their pay recalculated based on the number of days worked. Days worked will include paid sick leave days.
2. If the unit member has been overpaid, they will reimburse the district for the amount overpaid.
3. Unit member salary and health benefits contributions will be recalculated based on the number of days worked as relevant to the one hundred eighty-one (181) day work year and any overpayment returned to the unit member in their last check. Any overpayment of district contribution towards medical benefits will be deducted and calculated against the unit member's final paycheck. If the amount owed is more than the final paycheck, the unit member will reimburse the district for the amount overpaid.
4. Extracurricular duty stipends related to partial completion of an assignment will be prorated based on the weeks of the seasons completed.
 - a. For the purpose of proration of yearlong assignment, 25% of the stipend will be earned on October 31, 50% on December 31, 75% on March 31, and 100% at the end of the school year. No intermediary prorations will be done.

- I. **Health Benefits** will be paid on a 12-month cycle (July through June). Late hires will have their premium deducted on a monthly basis through June 30 of the fiscal year.

DELHI TEACHERS ASSOCIATION COLLECTIVE BARGAINING AGREEMENT

ARTICLE 13

SCHOOL CALENDAR

- A. Work Year: school calendars shall have a work year comprised of 180 instructional days plus 1 preparation day. One (1) hour during the preparation day may be used for staff meetings as needed.
- B. The last day of school will follow a Wednesday early dismissal schedule. The District may reinstate a full day schedule on the last day of school if it is determined that the minimum number of instructional minutes per Education Code will otherwise not be met.
- C. The Association has the right to submit proposals for consideration in the development of the calendar.

DELHI TEACHERS ASSOCIATION – COLLECTIVE BARGAINING AGREEMENT

ARTICLE 14

MISCELLANEOUS

- A. If any provision of this Agreement or any application thereof to any teacher is held by the highest Court of the State or by a Federal Court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- B. **Personnel Files**
1. The Board shall not base any adverse action against a unit member upon materials which are not contained in such unit member's personnel file. Moreover, the Board shall not base any adverse action against a unit member upon materials which are contained in such a unit member's personnel file unless the unit member had been notified that such materials were being placed in the file.
 2. Unless otherwise agreed to by the involved unit member, a unit member's personnel file shall not include ratings, reports or records which were obtained prior to the employment of the unit member with the exception of documents related to their hiring and initial employment.
 3. A unit member shall be provided with any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity during the school day, at the discretion of the administrator, to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
 4. 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.
 5. Hearsay statements (something heard from another) shall be excluded from written evaluations and from the unit member's personnel file.
 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.
 7. Access to personnel files shall be limited to the members of the District administration on a need-to-know basis. Board of Education members may request the review of a teacher's file at a personnel session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.
 8. 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, with the exception of members of the Human Resources Department in the execution of their normal duties.

This log shall be available for examination by the unit member or his/her Association representative, if so authorized by the unit member.

9. The District shall maintain the unit member's personnel files at the District's central office. Any evaluation files kept by the unit member's immediate supervisor shall not contain any material not found in the District's files. Copies of materials must be in the District files within ten (10) days.
10. Negative or derogatory material in a unit member's personnel file shall be destroyed after remaining in the file for a period of four (4) years or may be removed at an earlier date upon petition and approval of the board.

C. **Personal and Academic Freedom**

1. The Board shall not inquire into nor predicate any adverse action upon a unit member's personal, political, and organizational activities or preferences, unless permitted to do so by the education code.
2. 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.
3. Because the right to discuss and debate controversial issues is a very important part of the students' freedom of learning, the District will, through the Board and school staff, encourage and protect the exercise of that right within the bounds of relevance and intelligent inquiry. The unit member, who, with professional integrity and without attempt to indoctrinate, helps his /her students to confront controversial issues of importance, will be defended by the Board and administration from abuse and attack from whatever sources. Unit members have a professional responsibility to avoid clear bias and shall not attempt to indoctrinate students to their particular point of view. Unit members shall present all issues fairly. Materials and discussions shall be commensurate with the students' intellectual maturity and with due respect for the views of the students, parents, and community standards.

D. **Complaints**

1. Any citizen or parent complaint about a unit member shall be reported to the unit member by the administration before any action is taken on the complaint. At the discretion of the administration, some minor complaints which will not be acted upon by administration need not be mentioned to the teacher.
2. In the judgment of the administration, if the allegations in the complaint warrant a meeting, a meeting shall be scheduled between the unit member and the complainant. The administrator may attend the meeting if he/she wishes. An Association representative shall be present at said meeting, if so requested by the-unit member. The unit member shall be given time during the school day for the purpose of attending the meeting.

3. If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put his/her complaint into writing and submit the original to the unit member's immediate supervisor and a copy will be given to the unit member. Any response shall be attached to the written complaint. If no written complaint is received, the matter shall be dropped.
4. The written complaint and the attached response shall be placed in the unit member's personnel file.
5. The Board shall not dismiss a unit member on the basis of a public charge, unless the following occur:
 - a. The administration conducts a thorough and orderly investigation and evaluation of the direct evidence.
 - b. After due process, the administration and Board find by the preponderance of evidence that there has been substantially serious and improper conduct on the part of the unit member.
 - c. The Association representative may be present and be heard at a meeting at the request of the unit member.
6. At any point in the procedure, if the allegation is proven groundless, or dropped by the complainant, all records relating to the complaint shall be removed from the unit member's personnel file.
7. The District may refer, for prosecution, any violation of the Education Code Sections 44811 and 44812.

- E. The Delhi Unified School District takes pride in its professional staff and the services rendered by them to the students and community.

Just as professional attitude and instructional competency contribute to productive learning environments, so does professional appearance.

Delhi Unified school District expects that all staff, during school hours, wear professional attire that models their high regard for education and presents an image consistent with their job responsibilities. It is further understood that administrators will be responsible for encouraging adherence to this policy.

DELHI TEACHERS ASSOCIATION – COLLECTIVE BARGAINING AGREEMENT

ARTICLE 15

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by the Association or by one or more unit members that there has been a violation, misinterpretation or misapplication of a provision of this Agreement. Matters for which other procedures or remedies are provided by California Education Code, state or federal law (including but not limited to dismissals, layoffs, non-rehiring decisions, EEOC, DFEH and OSHA claims) shall not be subject to this grievance procedure.
2. A "grievant" is the Association or a member or members of the unit who files a grievance under this article.
3. A "day" is any day in the grievant's work year unless otherwise specified.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.
3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be shortened or extended by mutual agreement.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to a grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practical if agreed to by both parties. If an agreed timeline cannot be established, the grievance procedure shall be suspended until the start of the next school year. Meetings to resolve grievances may occur during the summer break if agreed to by both parties.

C. Procedure

1. Informal Level

- a. Before filing a formal written grievance, the grievant shall attempt to initiate a resolution to the problem by at least one private conference with his/her immediate supervisor within fifteen (15) days of the alleged contract

violation. Both parties shall make a reasonable effort to resolve the grievance informally. This informal resolution process shall be completed no later than five (5) days after the informal conference has taken place unless extended by agreement of both parties. If a formal grievance is submitted without first complying with this Paragraph 1, the District shall not be required to respond to the grievance, and the grievance shall not be subject to arbitration.

2. Formal

a. Level One (1)

i. If the grievant is not satisfied with the disposition of the grievance at the informal level, or if no decision is rendered within five (5) days after the informal discussion, a formal written grievance may be filed within ten (10) days. The formal grievance shall be filed with the grievant's immediate supervisor. The formal grievance shall be a clear, concise statement of the grievance which cites specific sections of the agreement allegedly violated, misinterpreted or misapplied, the factual details of the event or circumstances upon which the grievance is based, and the specific remedies sought. Within ten (10) days after the formal grievance is filed, the grievant's immediate supervisor shall meet with the grievant, investigate the grievance and give a written decision to the grievant.

b. Level Two (2)

i. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within ten (10) days after presentation of the grievance, he/she may file the grievance in writing to the Superintendent within ten (10) working days after the written decision at Level One or the date that a written response was due to the grievant. .

ii Within five (5) days after receipt of the written grievance by The Superintendent, the Superintendent or his/her designee will meet with the aggrieved person. A representative of the Association may be present at the request of the aggrieved person in an effort to resolve it. Within ten (10) days after the Level 2 meeting, the Superintendent or Superintendent's designee shall investigate the grievance and give a written decision to the grievant.

c. Level Three (3)

i. If the grievant and/or the Association is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within ten (10) days of the meeting with the Superintendent, or his/her designee, the aggrieved person may, within five (5) days, request the Association to submit the grievance to arbitration.

d. Arbitration: If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the

District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon a mutually acceptable arbitrator within the specified period, either party may request a list of arbitrator's from the California State Mediation and Conciliation Service (CSMCS). Any charge for the list shall be borne by the requesting party. The request to CSMCS shall be in writing and shall state that the parties request a list of seven (7) persons who are experienced in hearing grievances in public schools. Upon receipt of the list, the parties shall:

- i. Agree on a mutually acceptable arbitrator from the list; or
 - ii. Alternately strike names until only one name remains on the list.
- e. Arbitration Hearing: The arbitrator shall conduct a hearing at a location agreeable by both parties. Both parties may present evidence at the hearing. The hearing shall be recorded by a court reporter unless both parties agree in writing to waive this requirement. The cost of the reporter shall be borne equally by both parties.
- f. Arbitrator's Decision: Within forty-five calendar (45) days after the conclusion of the hearing, unless the time is extended by agreement of both parties, the arbitrator shall prepare a written decision. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall limit his or her decision strictly to the alleged violation, misinterpretation or misapplication of the specific articles, paragraphs and sections of the Agreement cited in the submission to arbitration, and to the issues raised by the District in its opposition to the grievance.
- g. Arbitrator's Authority: The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, establishes or adjusts a salary schedule, or which is violative of the terms of this Agreement. The Arbitrator shall not consider any issue raised by the grievant unless it was known to the District through the Informal, Level 1 and Level 2 procedures. 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 Association and the Superintendent and will be final and binding upon the parties.
- h. Arbitrability: If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
- i. All costs for the services of the arbitrator, including, but not limited to, per diem expense, his/her travel, and subsistence expenses and the cost of any hearing room, will be borne equally by the Association and the District. Other costs and expenses of the proceeding shall be borne by the party incurring them, including, but not limited to, copies of transcripts. The arbitrator shall bill one-half of his or her fees and expenses to the District and one-half to the Association.

D. **Rights of Teachers to Representation**

1. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any grievant, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
2. A unit member may be represented at all stages of the grievance procedure by a representative selected by the Association.

E. **Miscellaneous**

1. If a grievance arises from action or inaction on the part of a member of the administration at the level above the principal or immediate superior, the grievant shall submit such grievance in writing to the Superintendent and Association directly, and processing of such grievance will be commenced at Level Two.
2. Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
3. When it is necessary for a representative to attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her principal or immediate Supervisor, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right. It is the responsibility of any unit member attending grievance procedures or hearings to report their absence to their site secretary to be entered in the electronic leaves system as union business.
4. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
5. Forms for filing grievances are attached as Appendix B and shall be jointly revised by the Association and the District.
6. Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.

- F. **Expedited Arbitration:** The parties may, on a case-by-case basis, pursuant to a written submission agreement signed by the Superintendent or his/her designee and the Association President, agree to expedite arbitration by shortening one or more time limits prescribed in this Article. Neither party shall have any obligation to agree to expedite arbitration. In addition to shortening time limits, the agreement to expedite arbitration may provide that the hearing need not be recorded by a certified court reporter.

DELHI TEACHERS ASSOCIATION – COLLECTIVE BARGAINING AGREEMENT

ARTICLE 16

SUMMER SCHOOL /AFTER-SCHOOL CLASS

- A. Anticipated summer school, or after-school teaching vacancies, shall be posted by the District on every Association bulletin board no later than April 1 or twenty days prior to the start of the teaching assignment.
- B. The District shall make assignments as follows:
1. District Grade Level classroom teachers shall be given priority in filling the teaching positions.
 2. Teachers will be assigned based on their training, experience, and proper credentials to perform the services required.
 3. Priority shall be given on the basis of District-wide seniority when two (2) or more teachers are equally qualified based on the criteria in Number 2.
 4. The District retains the right to hire, assign employees based on the needs of the district.
 5. The District retains the right to release teachers based on, but not limited to enrollment and attendance patterns, insufficient adherence to the adopted curriculum and method of delivery, teacher attendance, etc.
 6. Summer school teachers will be paid for a thirty (30) minute preparation time if scheduled for more than four (4) instructional hours.
 7. Unit members will receive the direct instruction rate listed on the current salary schedule.
 8. Training days (if offered) and preparation days will be paid at the non-instructional rate (“All other extra time”) listed on the current salary schedule.
 9. The District will provide the necessary materials and support services as required.
 10. Credit recovery teachers will be assigned to flexible schedules dependent on their student caseload as enrolled students may change during the program. Preparation time is built into the schedule of students.

DELHI TEACHERS ASSOCIATION – COLLECTIVE BARGAINING AGREEMENT

ARTICLE 17

SAFE WORKING CONDITIONS

A. Safe Working Conditions

1. Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.
2. Upon notification, and after investigation by the District, the District shall eliminate or correct any unsafe or hazardous conditions within a reasonable time. If there is a dispute over the determination of a safety violation being questioned, the matter will be referred to CAL-OSHA for recommendation.
3. The District shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et seq.) and regulations relating thereto.
4. The District shall, within two (2) days, provide the Association a copy of any correspondence between the District and CAL-OSHA, especially as a result of any trip to the District by CALOSHA Compliance Inspection Engineer for purposes of implementing the ACT or regulations relating thereto.

DELHI TEACHERS ASSOCIATION – COLLECTIVE BARGAINING AGREEMENT

ARTICLE 18

EMPLOYEE DISCIPLINE

- A. Notwithstanding any other provision(s) of this Agreement, a unit member shall not be dismissed, disciplined, suspended, furloughed/laid off, reprimanded, adversely or unsatisfactorily evaluated, reduced in rank or compensation, transferred, reassigned, or deprived of any professional advantage without just cause, due process and utilization of progressive discipline.

APPENDIX A

DELHI TEACHERS ASSOCIATION – COLLECTIVE BARGAINING AGREEMENT

SALARY SCHEDULE POLICIES

- A. The Board shall allow unit members retiring after reaching age fifty-five (55) to join all group insurance plans if the retired unit member pays all premiums and if the current insurance carriers permit retiree enrollment. A Board-approved leave shall constitute a year of service for the purpose of eligibility for this benefit.
- B. Classification Requirements
- | | | |
|-----------|----|--|
| Class I | -- | Bachelor's Degree, plus 30 semester units or less. |
| Class II | -- | Bachelor's Degree, plus 45 semester units. |
| Class III | -- | Bachelor's Degree, plus 60 semester units. |
| Class W | -- | Bachelor's Degree, plus 75 semester units. |
- C. Classification by Professional Preparation: Unit members shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advance preparation they have completed. Reassignment to a higher class shall become effective at the beginning of the next yearly pay period after the new class unit requirements have been met and official transcripts have been submitted by June 15 of the previous year. Any unit member may move a maximum of one (1) column in a year.
- D. Initial Step Placement: Unit members shall be given credit on a year-for-year basis at the time of initial placement on the salary schedule for previous credentialed experience. Credentialed experience, for salary schedule placement purposes, shall include all experience in positions requiring certification qualifications (K-12) for a maximum of fifteen (15) years. Outside of the District, seventy-five percent (75%) of a school year would be accepted as one (1) full year of experience.
- E. Step Requirement: The advancement on the salary schedule shall be-at the rate of one (1) step for each year of teaching experience. If a unit member is employed for at least one (1) semester of a school year within the District, he/she shall be given credit for that years' experience for salary schedule advancement purposes the following school year.
- F. Unit Conversion: Quarter units are converted to Semester units by multiplying the quarter units by two-thirds. If this multiplication results in a fraction that when added to other semester units is within one-half unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the unit member shall be placed on the next column.
- G. Unit Verification: Units must be submitted to the District by June 15, to affect salaries pursuant to Section C of this Appendix. The District will accept informal evidence of units earned until the official transcripts are received. Unit members will receive verification of salary changes due to submission of units.
- H. District credit units may be awarded upon recommendation by the Superintendent and approval by the governing board for a District project or special study with prior approval by the Superintendent. District credit allowance will be limited to five (5) semester units per school year.

DELHI UNIFIED SCHOOL DISTRICT
DTA Annual Salary Schedule

2022-2023

5.56% COLA

186 Work Days Step	I BA+30	II BA+45	III BA+60	IV BA+75
1	64375	66248	66890	71980
2	64375	66248	66890	74767
3	64375	66248	68429	77549
4	64684	68101	71223	80335
5	64684	70888	74046	83116
6	68876	73345	76516	85902
7	71610	76166	79374	88684
8	74008	78620	81859	91468
9	76766	81476	84757	94252
10	79549	84349	87673	97039
11	82206	87260	90615	99818
12	82206	91010	94455	102606
13	82206	94005	97472	105389
14	82206	96542	100042	108173
15	82206	96542	100042	108173
16	82206	96542	100042	108917
17	82206	96542	100042	110955
18	82206	96542	100042	113742
19	82206	96542	100042	113742
20	83909	98246	101745	115445
21	83909	98246	101745	115445
22	83909	98246	101745	115445
23	83909	98246	101745	115445
24	83909	98246	101745	115445
25	91126	105461	108961	122660

A) District contribution toward health benefits \$12,000.00

B) Degree/Credential Add-on's.

- | | |
|---|---------|
| 1. Masters Degree | 1,000 |
| 2. Bilingual Credential | 1,000 |
| 3. Reading Credential, used at least 1/2 day | 1,000 |
| 4. Special Education Credential used at least 1/2 day (A or B or C) | |
| A. Special Education Credential | \$5,000 |
| B. Speech Pathologist Credential | \$7,000 |
| C. Speech Pathologist with Bilingual Proficiency
(can not also claim bilingual credential) | \$6,000 |
| 5. Teachers hired prior to June 30, 2005 will have \$492
added to their salary for holding a CLAD, LDS,
SB1969, or SB395 Certificate. | |

C) Extra Time

- | | |
|-------------------------|----------|
| 1. Direct instruction | \$60/hr. |
| 2. All other extra time | \$25/hr. |

DELHI UNIFIED SCHOOL DISTRICT
DTA Annual Salary Schedule
2022-2023
5.56% COLA

221 Work Days

	I BA+30	II BA+45	III BA+60	IV BA+75
Step				
1	76488	78714	79478	85525
2	76488	78714	79478	88837
3	76488	78714	81305	92141
4	76855	80916	84625	95453
5	76855	84227	87980	98756
6	81837	87146	90914	102065
7	85085	90498	94310	105372
8	87934	93414	97262	108679
9	91212	96808	100707	111988
10	94517	100221	104171	115299
11	97674	103680	107666	118601
12	97674	108135	112229	121915
13	97674	111694	115814	125220
14	97674	114709	118867	128527
15	97674	114709	118867	128527
16	97674	114709	118867	129412
17	97674	114709	118867	131834
18	97674	114709	118867	135145
19	97674	114709	118867	135145
20	99698	116732	120891	137169
21	99698	116732	120891	137169
22	99698	116732	120891	137169
23	99698	116732	120891	137169
24	99698	116732	120891	137169
25	108272	125305	129464	145741

A) District contribution toward health benefits \$12,000.00

B) Degree/Credential Add-on's.

- | | |
|---|---------|
| 1. Masters Degree | 1,000 |
| 2. Bilingual Credential | 1,000 |
| 3. Reading Credential, used at least 1/2 day | 1,000 |
| 4. Special Education Credential used at least 1/2 day (A or B or C) | |
| A. Special Education Credential | \$5,000 |
| B. Speech Pathaologist Credential | \$7,000 |
| C. Speech Pathologist with Bilingual Proficiency
(can not also claim bilingual credential) | \$6,000 |
| 5. Teachers hired prior to June 30, 2005 will have \$492
added to their salary for holding a CLAD, LDS,
SB1969, or SB395 Certificate. | |

APPENDIX B

GRIEVANCE REPORT FORM

Grievance # _____

Delhi Unified School District

Distribution of Form

GRIEVANCE REPORT

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in duplicate

Building

Assignment

Name of Grievant

Date Filed

A. Date caused of grievance occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature

Date

D. Position of Grievant and/or Association _____

Signature

Date

(If additional space is needed in reporting Sections B.1 and B.2 above, attach an additional sheet.)

GRIEVANCE REPORT FORM

(continued)

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee

Signature

Date

Position of Grievant and/or Association

Signature

Date

Date Submitted to Arbitration

Disposition and Award of Arbitrator

Signature

Date of Decision

APPENDIX C

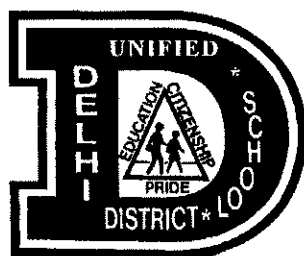


TABLE OF CONTENTS

Evaluation Forms

Temporary & Probationary 1 Teacher Evaluation Forms

Probationary 2 Teacher Evaluation Forms

Permanent Teacher Evaluation Forms

Observation Tool

Focus on Performance

Plan for Improvement

California Rubrics for Teacher Observation



DELHI UNIFIED SCHOOL DISTRICT

EVALUATION #1

TEMPORARY AND PROBATIONARY-1 TEACHERS

Due Date: October 15th

Teacher: _____ Assignment (Grade/Subject): _____

Supervisor: _____ Site: _____ School Year: _____

Purpose of Evaluation(s): ☐ Regularly Scheduled ☐ Teacher Initiated Request ☐ Administrator Initiated

Pre-Conference: _____ Observation: _____ Post-Conference: _____

Observed Class Activity: _____

Standard Two (2.2, 2.4, & 2.7): Creating & maintaining effective environments for student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
<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"/> 2.4 Creating a rigorous learning environment with high expectation and appropriate support for all students	
<input type="checkbox"/> 2.7 Using instructional time to optimize learning	
Supervisor's comments/commendations:	
Areas for Improvement:	

Standard Four (4.1, 4.2, & 4.4): Planning instruction & designing learning experiences for students.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
<input type="checkbox"/> 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	
<input type="checkbox"/> 4.2 Establishing and articulating goals for student learning	
<input type="checkbox"/> 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	
Supervisor's comments/commendations:	
Areas for Improvement:	

FINAL EVALUATION:

☐ Highly Effective

☐ Developing

☐ Effective

☐ Ineffective

Supervisor Signature _____ Date: _____

Teacher Signature _____ Date: _____



DELHI UNIFIED SCHOOL DISTRICT

EVALUATION #2

TEMPORARY AND PROBATIONARY-1 TEACHERS

Due Date: December 15th

Teacher: _____ Assignment (Grade/Subject): _____

Supervisor: _____ Site: _____ School Year: _____

Purpose of Evaluation(s): ☐ Regularly Scheduled ☐ Teacher Initiated Request ☐ Administrator Initiated

Pre-Conference: _____ Observation: _____ Post-Conference: _____

Observed Class Activity: _____

Standard One (1.1, 1.5, & 1.6):

Engaging & supporting students in learning.

4 – Highly Effective
3 – Effective
2 – Developing
1 – Ineffective
N/A – Not Observed/Not Applicable

- ____ 1.1 Using knowledge of students to engage them in learning
- ____ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- ____ 1.6 Monitoring student learning and adjusting instruction while teaching

Supervisor's comments/commendations:

Areas for Improvement:

Standard Two (2.2, 2.4, & 2.7):

Creating & maintaining effective environments for student learning.

4 – Highly Effective
3 – Effective
2 – Developing
1 – Ineffective
N/A – Not Observed/Not Applicable

- ____ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- ____ 2.4 Creating a rigorous learning environment with high expectation and appropriate support for all students
- ____ 2.7 Using instructional time to optimize learning

Supervisor's comments/commendations:

Areas for Improvement:

Standard Three (3.1, 3.2, 3.4, & 3.6):

4 – Highly Effective
3 – Effective

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Understanding & organizing subject matter for student learning.	2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ____ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter ____ 3.4 Utilizing instructional strategies that are appropriate to the subject matter ____ 3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to content	
<i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	
Standard Four (4.1, 4.2, & 4.4): Planning instruction & designing learning experiences for students.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction ____ 4.2 Establishing and articulating goals for student learning ____ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	
<i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	

FINAL EVALUATION:

☐ Highly Effective

☐ Developing

☐ Effective

☐ Ineffective

Supervisor Signature _____ Date: _____

Teacher Signature _____ Date: _____



DELHI UNIFIED SCHOOL DISTRICT

EVALUATION #3

TEMPORARY AND PROBATIONARY- 1 TEACHERS

Due Date: February 15th

Teacher: _____ Assignment (Grade/Subject): _____

Supervisor: _____ Site: _____ School Year: _____

Purpose of Evaluation(s): ☐ Regularly Scheduled ☐ Teacher Initiated Request ☐ Administrator Initiated

Pre-Conference: _____ Observation: _____ Post-Conference: _____

Observed Class Activity: _____

Standard One (1.1, 1.5, & 1.6): Engaging & supporting students in learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
 ____ 1.1 Using knowledge of students to engage them in learning ____ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection ____ 1.6 Monitoring student learning and adjusting instruction while teaching <i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	
Standard Two (2.2, 2.4, & 2.7): Creating & maintaining effective environments for student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
 ____ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students ____ 2.4 Creating a rigorous learning environment with high expectation and appropriate support for all students ____ 2.7 Using instructional time to optimize learning <i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	

Standard Three (3.1, 3.2, 3.4, & 3.6): Understanding & organizing subject matter for student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ____ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter ____ 3.4 Utilizing instructional strategies that are appropriate to the subject matter ____ 3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to content	
<i>Supervisor's comments/commendations:</i>	
<i>Areas for Improvement:</i>	
Standard Four (4.1, 4.2, & 4.4): Planning instruction & designing learning experiences for students.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction ____ 4.2 Establishing and articulating goals for student learning ____ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	
<i>Supervisor's comments/commendations:</i>	
<i>Areas for Improvement:</i>	
Standard Five (5.1, 5.4, & 5.7): Assessing student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments ____ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction ____ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	
<i>Supervisor's comments/commendations:</i>	

Areas for Improvement:

Standard Six (6.1, 6.3, 6.6, & 6.7):

Developing as a Professional Educator

4 – Highly Effective

3 – Effective

2 – Developing

1 – Ineffective

N/A – Not Observed/Not Applicable

____ 6.1 Reflecting on teaching practice in support of student learning

____ 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning

____ 6.6 Managing professional responsibilities to maintain motivation and commitment to all students

____ 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Supervisor's comments/commendations:

Areas for Improvement:

FINAL EVALUATION:

☐ Highly Effective

☐ Developing

☐ Effective

☐ Ineffective

Supervisor Signature _____ Date: _____

Teacher Signature _____ Date: _____



DELHI UNIFIED SCHOOL DISTRICT

EVALUATION #1

PROBATIONARY- 2 TEACHERS

Due Date: October 15th

Teacher: _____ Assignment (Grade/Subject): _____

Supervisor: _____ Site: _____ School Year: _____

Purpose of Evaluation(s): ☐ Regularly Scheduled ☐ Teacher Initiated Request ☐ Administrator Initiated

Pre-Conference: _____ Observation: _____ Post-Conference: _____

Observed Class Activity: _____

Standard One (1.1, 1.5, & 1.6): Engaging & supporting students in learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
 ____ 1.1 Using knowledge of students to engage them in learning ____ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection ____ 1.6 Monitoring student learning and adjusting instruction while teaching <i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	
Standard Two (2.2, 2.4, & 2.7): Creating & maintaining effective environments for student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
 ____ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage Constructive and productive interactions among students ____ 2.4 Creating a rigorous learning environment with high expectation and appropriate support for all students ____ 2.7 Using instructional time to optimize learning <i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	

Standard Three (3.1, 3.2, 3.4, & 3.6): Understanding & organizing subject matter for student learning.		4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ____ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter ____ 3.4 Utilizing instructional strategies that are appropriate to the subject matter ____ 3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to content		
Supervisor's comments/commendations:		
Areas for Improvement:		
Standard Four (4.1, 4.2, & 4.4): Planning instruction & designing learning experiences for students.		4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction ____ 4.2 Establishing and articulating goals for student learning ____ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students		
Supervisor's comments/commendations:		
Areas for Improvement:		
Standard Five (5.1, 5.4, & 5.7): Assessing student learning.		4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments ____ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction ____ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families		
Supervisor's comments/commendations:		

Areas for Improvement:

Standard Six (6.1, 6.3, 6.6, & 6.7):

Developing as a Professional Educator

4 – Highly Effective
3 – Effective
2 – Developing
1 – Ineffective
N/A – Not Observed/Not Applicable

- ____ 6.1 Reflecting on teaching practice in support of student learning
____ 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
____ 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
____ 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Supervisor's comments/commendations:

Areas for Improvement:

FINAL EVALUATION:

☐ Highly Effective

☐ Developing

☐ Effective

☐ Ineffective

Supervisor Signature _____ Date: _____

Teacher Signature _____ Date: _____



DELHI UNIFIED SCHOOL DISTRICT

EVALUATION #2

PROBATIONARY- 2 TEACHERS

Due Date: December 15th

Teacher: _____ Assignment (Grade/Subject): _____

Supervisor: _____ Site: _____ School Year: _____

Purpose of Evaluation(s): ☐ Regularly Scheduled ☐ Teacher Initiated Request ☐ Administrator Initiated

Pre-Conference: _____ Observation: _____ Post-Conference: _____

Observed Class Activity: _____

Standard One (1.1, 1.5, & 1.6): Engaging & supporting students in learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
 ____ 1.1 Using knowledge of students to engage them in learning ____ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection ____ 1.6 Monitoring student learning and adjusting instruction while teaching <i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	
Standard Two (2.2, 2.4, & 2.7): Creating & maintaining effective environments for student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
 ____ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage Constructive and productive interactions among students ____ 2.4 Creating a rigorous learning environment with high expectation and appropriate support for all students ____ 2.7 Using instructional time to optimize learning <i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	

Standard Three (3.1, 3.2, 3.4, & 3.6): Understanding & organizing subject matter for student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ____ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter ____ 3.4 Utilizing instructional strategies that are appropriate to the subject matter ____ 3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to content	
<i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	
Standard Four (4.1, 4.2, & 4.4): Planning instruction & designing learning experiences for students.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction ____ 4.2 Establishing and articulating goals for student learning ____ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	
<i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	
Standard Five (5.1, 5.4, & 5.7): Assessing student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments ____ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction ____ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	
<i>Supervisor's comments/commendations:</i> 	

Areas for Improvement:

Standard Six (6.1, 6.3, 6.6, & 6.7):

Developing as a Professional Educator

4 – Highly Effective
3 – Effective
2 – Developing
1 – Ineffective
N/A – Not Observed/Not Applicable

- ____ 6.1 Reflecting on teaching practice in support of student learning
____ 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
____ 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
____ 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Supervisor's comments/commendations:

Areas for Improvement:

FINAL EVALUATION:

☐ Highly Effective

☐ Developing

☐ Effective

☐ Ineffective

Supervisor Signature _____ Date: _____

Teacher Signature _____ Date: _____



DELHI UNIFIED SCHOOL DISTRICT

EVALUATION #3

PROBATIONARY- 2 TEACHERS

Due Date: February 15th

Teacher: _____ Assignment (Grade/Subject): _____

Supervisor: _____ Site: _____ School Year: _____

Purpose of Evaluation(s): ☐ Regularly Scheduled ☐ Teacher Initiated Request ☐ Administrator Initiated

Pre-Conference: _____ Observation: _____ Post-Conference: _____

Observed Class Activity: _____

Standard One (1.1, 1.5, & 1.6): Engaging & supporting students in learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
_____ 1.1 Connecting students' prior knowledge, life experience, and interest with learning goals _____ 1.5 Promoting self-directed, reflective learning for students _____ 1.6 Monitoring student learning and adjusting instruction while teaching	
<i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	
Standard Two (2.2, 2.4, & 2.7): Creating & maintaining effective environments for student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
_____ 2.2 Creating physical or virtual environment that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. _____ 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students _____ 2.7 Using instructional time to optimize learning	
<i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	

Standard Three (3.1, 3.2, 3.4, & 3.6): Understanding & organizing subject matter for student learning.		4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
_____ 3.1 Demonstrating knowledge of subject matter content, academic content standards,, and curriculum framework _____ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter _____ 3.4 Utilizing instructional strategies that are appropriate to the subject matter _____ 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content		
Supervisor's comments/commendations:		
Areas for Improvement:		
Standard Four (4.1, 4.2, & 4.4): Planning instruction & designing learning experiences for students.		4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
_____ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction _____ 4.2 Establishing and articulating goals for student learning _____ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students		
Supervisor's comments/commendations:		
Areas for Improvement:		
Standard Five (5.1, 5.4, & 5.7): Assessing student learning.		4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
_____ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments _____ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction _____ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families		
Supervisor's comments/commendations:		

Areas for Improvement:

Standard Six (6.1, 6.3, 6.6 & 6.7):

Developing as a Professional Educator

4 – Highly Effective
3 – Effective
2 – Developing
1 – Ineffective
N/A – Not Observed/Not Applicable

- ____ 6.1 Reflecting on teaching practice in support of student learning
____ 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
____ 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
____ 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Supervisor's comments/commendations:

Areas for Improvement:

FINAL EVALUATION:

☐ Highly Effective

☐ Developing

☐ Effective

☐ Ineffective

Supervisor Signature _____ Date: _____

Teacher Signature _____ Date: _____



DELHI UNIFIED SCHOOL DISTRICT

EVALUATION - PERMANENT TEACHERS

Due: On or before April 15th

Teacher: _____ Assignment (Grade/Subject): _____

Supervisor: _____ Site: _____ School Year: _____

Purpose of Evaluation(s): ☐ Regularly Scheduled ☐ Teacher Initiated Request ☐ Administrator Initiated

Pre-Conference: _____ Observation: _____ Post-Conference: _____

Observed Class Activity: _____

Standard One (1.1, 1.5, & 1.6): Engaging & supporting students in learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
 ____ 1.1 Using knowledge of students to engage them in learning ____ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection ____ 1.6 Monitoring student learning and adjusting instruction while teaching	
 <i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	
Standard Two (2.2, 2.4, & 2.7): Creating & maintaining effective environments for student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
 ____ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students ____ 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students ____ 2.7 Using instructional time to optimize learning	
 <i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	

Standard Three (3.1, 3.2, 3.4, & 3.6): Understanding & organizing subject matter for student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ____ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter ____ 3.4 Utilizing instructional strategies that are appropriate to the subject matter ____ 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	
Supervisor's comments/commendations: Areas for Improvement:	
Standard Four (4.1, 4.2, & 4.4): Planning instruction & designing learning experiences for students.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction ____ 4.2 Establishing and articulating goals for student learning ____ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	
Supervisor's comments/commendations: Areas for Improvement:	
Standard Five (5.1, 5.4, & 5.7): Assessing student learning.	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments ____ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction ____ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	
Supervisor's comments/commendations: Areas for Improvement:	

Standard Six (6.1, 6.3, 6.6, & 6.7): Developing as a Professional Educator:	4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – Not Observed/Not Applicable
____ 6.1 Reflecting on teaching practice in support of student learning ____ 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning ____ 6.6 Managing professional responsibilities to maintain motivation and commitment to all students ____ 6.7 Demonstrating professional responsibility, integrity, and ethical conduct	
<i>Supervisor's comments/commendations:</i> <i>Areas for Improvement:</i>	

Any certificated employee who receives a negative formal written evaluation may, upon request, be entitled to a subsequent observation, conference and written evaluation, as prescribed above.

Any permanent certificated employee who receives a rating of "Ineffective" on their formal written in five or more elements within the California Standards for the Teaching Profession will jointly develop with their site administrator, a written *Plan for Improvement*, and the evaluation process will continue the following school year. The employee will receive a copy of such plan and have the right to submit a written response to the *Plan for Improvement* within ten (10) days of receipt.

FINAL EVALUATION:

<input type="checkbox"/> Highly Effective	<input type="checkbox"/> Developing
<input type="checkbox"/> Effective	<input type="checkbox"/> Ineffective

Supervisor Signature _____ Date: _____

Teacher Signature _____ Date: _____

Rubrics for Teacher Observation & Evaluation

Based on the

California Standards for the Teaching Profession

Standard 1: Engaging and Supporting All Students in Learning

Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.

Elements	Ineffective	Developing	Effective	Highly Effective
<i>1.1: Using Knowledge of students to engage them in learning</i>	Teacher gathers little or no information about students' skills, language proficiency, or special needs and does not apply such information to lessons.	Teacher gathers limited information about students' skills, language proficiency, and special needs, and inconsistently applies this information to lessons for the class as a whole.	Teacher gathers information about students' skills, language proficiency, and special needs and consistently applies that information to lessons, and displays this knowledge for groups of students in order to determine growth and development over time.	Teacher gathers information from a variety of sources about individual students' skills, language proficiency, and special needs, and applies that information to lessons, and has a strategy for maintaining such information in order to determine growth and development over time for individual each students.
<i>1.2: Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests</i> & <i>1.3: Connecting subject matter to meaningful, real-life experiences</i>	Teacher does not vary or modify instruction (or modifications are attempted that are inappropriate or have little to know impact) to meet diverse learning needs of students, student strengths, interests background, experiences, or relevance. There is little to no evidence that the teacher attempts to connect subject matter to meaningful, real-life experiences.	There is evidence that the teacher is inconsistent in attempts to vary or modify instruction to meet diverse learning needs of some students, or groups of students using student strengths, interests, background experiences or relevance. There is evidence that the teacher has connected subject matter to real-life experiences; however those connections may be disconnected with students' prior knowledge or real-life experiences.	It is evident that the teacher varies or modifies relevant instruction to meet diverse learning needs of most students using student strengths, interests, background, and experiences. There is evidence that the subject matter connections to students' real-life experiences increase student interest, understanding and relevance.	Teacher varies or modifies relevant instruction to meet diverse learning needs of each student using student strengths, interests, background, and experiences. Teacher asks students to suggest ways in which instruction or lessons might be modified to create deeper connections to real-life experience, and to advance their own learning, and the teacher incorporates appropriate suggestions.
<i>1.4: Using a variety of</i>	Learning activities and	Learning activities and	Learning activities and	Learning activities and

<i>instructional strategies, resources, and technologies to meet students' diverse learning needs</i>	instructional strategies lack variety and/or do not support the instructional purpose: activities are mostly compliance based and focus on low level thinking skills rather than not designed to cognitively engage students. Available resources / technology are not utilized, or utilized inappropriately, to meet students' learning needs.	instructional strategies include some variety and inconsistently connected to the instructional outcomes. Some activities/strategies represent a moderate cognitive challenge, but with no differentiation to meet diverse student learning needs. Other activities/strategies are more compliance based or focus on low level thinking skills such as rote memorization or drill.	instructional strategies are varied and aligned to the instructional outcomes, and most represent some differentiation to meet diverse student learning needs of groups within the class. The design of activities and selection of instructional strategies helps students construct content knowledge and apply 21 st Century Skills.	instructional strategies are <i>always</i> regularly varied and tightly aligned to the instructional outcomes. They are designed to engage all students in high-level cognitive activities that construct content knowledge and build 21 st Century skills, and are differentiated, as appropriate, to meet the needs of individual learners.
<i>1.5: Promoting critical thinking through inquiry, problem solving, and reflection</i>	Teacher does not provide, or is not effective in attempts to provide, opportunities for students to engage in individual and collaborative critical thinking, inquiry, and problem solving.	Teacher provides limited / inconsistent opportunities for students to engage in individual and collaborative critical thinking, inquiry, and problem solving. There is minimal association / alignment with 21 st Century skills. Instruction focuses on right/wrong answers or application of low-level skills rather than the application of knowledge to solve real life problems.	Teacher provides frequent / consistent opportunities for students that engage them in individual and collaborative critical thinking, inquiry, and problem solving that is associated and aligned with 21 st Century Skills. Instruction focuses on the application of content knowledge to solve real life problems.	Teacher provides on-going and embedded opportunities for students that engage them in individual and collaborative critical thinking, inquiry, and problem solving that align with 21 st Century Skills. Students themselves develop and articulate innovative solutions to the task as they apply content knowledge to problem solve and reflect upon their learning.
<i>1.6: Monitoring student learning and adjusting instruction while teaching</i>	Teacher does not use, or inappropriately uses, formative assessment during instruction to monitor student learning. Teacher does not attempt, or fails in attempts to adjust the pace, focus, or delivery of instruction.	Teacher's use of formative assessment is limited or rudimentary. Results are not always useful to inform the teacher how best to adjust the pace, focus, or delivery of instruction, or adjustments produce uneven results.	Teacher utilizes some targeted formative assessment strategies to monitor student learning and identify student-learning needs. Teacher uses assessment results in real time to adjust the focus, pace, or delivery of instruction so that student misconceptions are	A variety of formative assessment strategies are embedded and regularly utilized to monitor the progress of individual students at key instructional / transitional points in the lesson. Teacher uses the assessment results in real time to adjust the pace, focus, and

			addressed. Student self-assessment may be used to monitor their progress in task completion or learning objectives.	delivery of instruction to address misconceptions or misunderstandings. Students use self-assessment to monitor their progress against clear learning objectives and suggest adjustments to instruction that promotes their own learning.
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Standard 2: Creating and Maintaining Effective Environments for Student Learning

Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among student. They create a rigorous learning environment with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.

Elements	Ineffective	Developing	Effective	Highly Effective
<i>2.1: Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</i>	Teacher does not attempt or is ineffective in attempting to create a climate to establish of a learning community. Differences in opinions, ideas, cultures, and/or learning needs are not addressed or recognized and students do not feel valued by the teacher and/or their peers.	Teacher attempts or is inconsistent in the use of techniques to create a climate that supports a learning community. Differences in opinions, ideas, cultures, and/or learning needs are addressed, but not necessarily used as opportunities to problem-solve or expand student knowledge and understanding of others. Some students may not feel valued by the teacher or their peers.	Teacher creates a climate that establishes and supports the idea of a learning community. Differences in opinions, ideas, cultures, and/or learning needs are viewed as opportunities to problem-solve and expand student knowledge and understanding of others. Students feel valued as equal members of the classroom.	Teacher and students create, establish, and sustain a climate where all adults and students are part of a community of learners. All learners are respected and valued; differences in opinions, ideas, cultures, and/or learning needs are viewed as opportunities to problem-solve and expand knowledge and understanding of others. Teacher and students model and promote fairness and equity.
<i>2.2: Creating physical or virtual learning environments that promote student learning, reflect</i>	Teacher-student interactions are inappropriate to the age or culture of the students. Student interactions are characterized by conflict, sarcasm, or put-downs.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Student	Teacher-student interactions demonstrate general caring and respect. Interactions are appropriate to the ages and cultures of the students. Student	Teacher-student interactions reflect genuine respect, caring, and cultural understanding for individual students, as well as groups of students. Students

<p><i>diversity, and encourage constructive and productive interactions among students</i></p> <p><i>&</i></p> <p><i>2.3: Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</i></p>	<p>The classroom climate is not conducive to feeling accepted or free to take learning risks. Teacher may not acknowledge or address student interactions that are inappropriate and disrespectful.</p>	<p>interactions are generally appropriate, but may reflect occasional instances of disrespect. Only some students feel accepted and free to take learning risks. Teacher inconsistently addresses student interactions that are inappropriate and disrespectful.</p>	<p>interactions are polite and respectful. Teacher creates a supportive environment where students feel accepted and free to take learning risks. Teacher ensures that student interactions are generally polite and respectful. Such interactions are appropriate and respectful to the students.</p>	<p>demonstrate genuine caring for one another and monitor one another's treatment of peers. Teacher creates a supportive learning environment where all students feel accepted and free to take learning risks. Students correct classmates respectfully when needed, and demonstrate personal responsibility.</p>
<p><i>2.4: Creating a rigorous learning environment with high expectations and appropriate support for all students</i></p>	<p>Instructional outcomes, activities and assignments, and classroom interactions convey low expectations for at least some students. Support for students to engage and achieve at high levels has little impact on learning, or is not available.</p>	<p>Instructional outcomes, activities and assignments, and classroom interactions convey only modest expectations for student learning and achievement and only minimally reflect grade level content and/or CCSS standards, and the application of 21st Century skills. Support for students to engage and achieve at high levels is provided inconsistently, or with mixed results.</p>	<p>Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for most students, and are aligned with the appropriate grade level content and/or CCSS standards and 21st Century skills. Support for students to engage and achieve at high levels is provided consistently, with evidence of students benefitting from the available support.</p>	<p>Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for all students, and are aligned with the appropriate grade level content and/or CCSS standards and 21st Century skills. Students appear to have internalized these expectations and can verbalize learning expectations. Support for students to engage and achieve at high levels is provided consistently, with evidence of students benefitting from the available support and providing support to their peers.</p>
<p><i>2.5: Developing, communicating, and maintaining high standards for individual and group behavior</i></p>	<p>No standards of conduct appear to have been established, or students are confused as to what the standards are. Student behavior is not monitored, and teacher is unaware of what the students are doing. Teacher does not respond to any misbehavior, or the response is inconsistent, overly repressive, or</p>	<p>Standards of conduct appear to have been established, and most students seem to understand them. Teacher is generally aware of student behavior but may miss the activities of some students. Teacher attempts to respond to any student misbehavior but with uneven</p>	<p>Standards of conduct are clear to all students. Teacher is alert to student behavior at all times. Teacher response to any misbehavior is appropriate and successful and respects the student's dignity.</p>	<p>Standards of conduct are clear to all students and appear to have been developed with student participation. Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully. Teacher response to any misbehavior is</p>

	does not respect the student's dignity.	results.		highly effective and sensitive to students' individual needs.
2.6: <i>Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</i>	The teacher's routines, procedures, and transitions are chaotic, with much instructional time being lost. They are not clear to students and require repeated prompting.	The teacher's routines, procedures, and transitions are somewhat efficient, resulting in some loss of instructional time. They are clear to some students and may require repeated prompting.	Teacher's routines, procedures, and transitions occur smoothly, with little loss of instructional time. They are clear to most students and require little prompting. Students assume some responsibility under teacher direction.	The teacher and students have established seamless routines, procedures, and transitions. They are clear to all students and require no prompting. Students assume responsibility in reinforcing routines and in ensuring their efficient operation.
2.7: <i>Using instructional time to optimize learning</i>	The project or lesson has no clearly defined structure, or the pace of the instruction is too slow, rushed, or both.	The project or lesson has a recognizable structure, although it is not uniformly maintained throughout the activities. Pacing of the instruction is inconsistent.	The project or lesson has a clearly defined structure around which the activities are organized. Pacing of the instruction is generally appropriate.	The projects or lesson's structure is highly coherent, allowing for reflection and closure. Pacing of the instruction is appropriate for all students.

Standard 3: Understanding and Organizing Subjects Matter for Student Learning

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.

Elements	Ineffective	Developing	Effective	Highly Effective
3.1: <i>Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</i> & 3.2: <i>Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</i>	In planning and practice, teacher makes content errors, or does not correct errors made by students. Teacher displays little understanding of prerequisite relationships important to student learning of the content and does not make connections to 21 st Century skills or the CCSS. The teacher is unaware of students' development or understanding of the	In planning and practice, teacher does not make content errors, but may not recognize or address student content errors. Teacher is familiar with the important concepts in the discipline, but may display lack of awareness of prerequisite relationships, and how these concepts relate to one another or to 21 st Century skills as	In planning and practice, teacher does not make content errors and corrects or addresses errors made by students. Teacher displays solid knowledge of the important concepts in the discipline and reflects accurate understanding of prerequisite relationships among topics and concepts, and how these relate to one another and to 21 st century skills as	In planning and practice, teacher does not make content errors and uses errors made by students as an opportunity to advance student learning. Teacher displays extensive knowledge of the important concepts in the discipline and reflects understanding of prerequisite relationships among topics and

	subject matter, or attempts to apply the knowledge to plan or provide instruction at the level of the learner are insufficient.	applied in the CCSS. The teacher is aware of the students' development and understanding of the subject matter, but is inconsistent in his/her attempts to apply that knowledge in planning and presentation of content.	applied in the CCSS. The teacher is aware of the students' development and understanding of the subject matter, and consistently applies that knowledge in planning and presentation of content to address the needs of groups of students.	concepts, other disciplines, how these relate to one another and to 21 st century skills as applied in the CCSS, and link to necessary cognitive structures to ensure student understanding. The teacher is aware of the students' development and understanding of the subject matter, and consistently applies that knowledge in planning and presentation of content to address the needs of individual students.
3.3: <i>Organizing curriculum to facilitate student understanding of the subject matter</i>	The purpose of the lesson or unit is unclear or not communicated to students and/or the pedagogical approaches are not suitable for the discipline. Learning expectations may be stated as activities or tasks to complete rather than specific content and skills to demonstrate understanding.	Teacher attempts to explain the instructional purpose, with limited success. Learning expectations are minimally connected to content standards and 21 st Century skills and a limited range of pedagogical approaches in the discipline. Learning expectations are a combination of tasks/activities to complete and content and skills to demonstrate understanding.	Teacher's explanation of the instructional purpose is clear, including where it is situated within broader learning. Learning expectations are aligned with grade level content standards and 21 st Century skill expectations and include pedagogical approaches in the discipline. Learning expectations are stated as specific content and skills that students will learn and demonstrate understanding.	Teacher makes the purpose of the lesson or unit clear, including where it is situated within broader authentic learning, linking that purpose to student interests. Learning expectations are aligned with grade level content standards and 21 st Century skills and include a wide range of effective research-based pedagogical approaches in the discipline. Learning expectations are stated as specific content and skills that students will demonstrate understanding and include exemplars for student use.
3.4: <i>Utilizing instructional strategies that are appropriate to the subject matter</i> & 3.6: <i>Addressing the needs of</i>	Teacher uses strategies that do not motivate and/or cognitively engage students and/or are not appropriate to the instructional levels and special learning and language acquisition needs	Teacher uses only limited differentiated strategies that motivate and cognitively engage students at their instructional levels and support the special	Teacher uses differentiated strategies that motivate and cognitively engage groups of students at their instructional levels, and support the special learning and	Teacher uses differentiated strategies that motivate and cognitively engage each student at their instructional level, and support the individual special

<i>English learners and students with special needs to provide equitable access to content</i>	of students. Few students achieve the instructional outcomes.	learning and language acquisition needs of students, allowing some students to achieve the instructional outcomes.	language acquisition needs of groups of students, allowing students within those groups to achieve the instructional outcomes.	learning and language acquisition needs, of students, allowing all students to achieve the instructional outcomes. Teacher supports students' suggestions of strategies that will help them demonstrate their own learning at a deep level.
<i>3.5: Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</i>	Teacher is unaware of resources for classroom use available through the school or district or Internet, or materials and resources are not suitable for students, do not support the instructional outcomes nor engage students in meaningful learning.	Teacher displays a limited awareness of resources available for classroom use through the school or district, and some awareness of resources external to the school and on the Internet. Some materials, technology, and resources are suitable to students, support the instructional outcomes, and engage some students in meaningful learning. There are students for whom the resources may not adequately support their needs.	Teacher displays awareness of resources available for classroom use through the school or district, and is familiar with resources external to the school and on the Internet. All materials and resources selected for instruction are suitable for students, support the instructional outcomes, and are designed to engage most students in meaningful learning, including the appropriate use of technology.	Teacher's knowledge of resources for classroom use is extensive and informs communication with students, including those available through the school or district, in the community, professional organizations and universities, and on the Internet. All materials and resources selected for instruction are suitable for varying needs of individual students, support the instructional outcomes, and are designed to engage individual students in meaningful learning, including the appropriate use of technology.

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

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.

Elements	Ineffective	Developing	Effective	Highly Effective
<i>4.1: Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</i>	Teacher ignores available information/data or teacher's use of data about students' skills, background, knowledge and language proficiency to plan instruction is inappropriate. Lessons include strategies that do not, or inappropriately address groups or individual student needs identified through an analysis of the data.	Teacher uses limited information/data of students' skills, knowledge, background, and language proficiency to plan lessons. Lessons include few targeted strategies that support the identified learning needs of groups or individual students.	Teacher uses information/data and knowledge of students' skills, knowledge, background, and language proficiency from a variety of sources to plan lessons. Lessons include multiple strategies that support the identified learning of groups of students.	Teacher uses information/data and knowledge of individual students' skills, knowledge, background, and language proficiency from a wide variety of sources to plan lessons. Lessons include multiple and differentiated strategies that support each student's learning needs.
<i>4.2: Establishing and articulating goals for student learning</i>	The teacher plans outcomes that represent low expectations and lack rigor for at least some students. They do not adequately reflect important learning in the discipline nor does the plan show a clear connection to a sequence of learning or to 21 st Century skills. Outcomes do not include viable methods of assessment.	The teacher plans instructional outcomes that represent moderately high expectations and rigor. Learning expectations are aligned with important grade level content standards, a loose connection to 21 st Century skills, and include appropriate language objectives. Some outcomes include viable methods of assessment.	The teacher plans most instructional outcomes that represent high expectations and rigor, focus on important grade level content standards, align with 21 st Century skills, and include appropriate language objectives. Most outcomes include viable methods of assessment.	The teacher plans all instructional outcomes that represent high expectations and rigor, focus on important grade level content standard, align with 21 st Century skills, and appropriate language objectives. Outcomes include viable methods of assessment for diverse learning needs.
<i>4.3: Developing and sequencing long-term and short-term instructional plans to support student learning</i>	The lesson and/or unit plan has no clearly defined structure, or the structure is chaotic. Activities do not follow an organized progression/scaffolding, and time allocations are unrealistic. Teacher does not collaborate with colleagues to plan instruction or only meets with colleagues when required.	The lesson and/or unit plan has a recognizable structure, although the structure is not uniformly maintained throughout. Progression/scaffolding of activities is uneven, with inconsistent time allocations. Teacher occasionally collaborates with colleagues to plan instruction.	The lesson and/or unit plan has a clearly defined structure around which activities are organized. Progression/scaffolding of activities is even, with reasonable time allocations. Teacher takes initiative to collaborate with colleagues to plan instruction that incorporates perspectives from diverse subjects.	The lesson and/or unit plan's structure is clear and allows for different pathways according to diverse student needs, anticipating student misconceptions, and the skills needed by 21 st century learners. The progression/scaffolding of activities is highly coherent with appropriate time allotted. Teacher regularly takes initiative to

				collaborate with colleagues to plan equitable instruction in the discipline and which incorporates perspectives from diverse subjects.
<i>4.4: Planning Instruction that incorporates appropriate strategies to meet the learning needs of all students</i>	The plan includes instructional strategies that are not suitable for students or appropriate for instructional purposes, and are not designed to engage students in cognitive activity.	The plan includes instructional strategies that are suitable for some students or to the instructional outcomes. Some represent a moderate cognitive challenge, but lack appropriate differentiation to meet diverse student learning needs.	The plan includes instructional strategies that are suitable for most students or to the instructional outcomes, and most represent significant cognitive challenge, with some differentiation to meet diverse student learning needs, and help students construct content knowledge and apply 21 st Century skills.	The plan includes instructional strategies that are highly suitable to diverse learners and support the instructional outcomes. They are designed to engage all students in high-level cognitive activities that construct content knowledge and build 21 st Century skills, and are differentiated, as appropriate, to meet the needs of individual learners.
<i>4.5: Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</i>	When a student has difficulty learning, the teacher either gives up or places blame on other factors when unable to solve student-learning problems.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to draw on. Teacher attempts to identify learning problems but effort is minimally effective or short sighted, and not based upon formative assessments of students.	Teacher accepts responsibility for the success of all students. Based on formative assessments, teacher identifies learning problems and persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies and resources within the school.	Teacher accepts the responsibility for individual student learning, and based on formative assessments, identifies individual student learning problems and persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from colleagues, school, and/or the community.

Standard 5: Assessing Students for Learning

Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

Elements	Ineffective	Developing	Effective	Highly Effective
5.1: Applying knowledge of the purposes, characteristics, and uses of different types of assessments (Assessed during pre and/or post observation)	The teacher's knowledge of assessment practices, characteristics and uses is flawed or limited, resulting in a failure to design or select appropriate, accessible diagnostic or ongoing formative assessment and grading procedures that are aligned to and assess learning goals or to inform instruction.	Teacher displays limited or rudimentary knowledge of assessment practices resulting in the design or selection of accessible diagnostic and ongoing formative assessment and grading procedures that only partially assess the learning goals and provide results that may not sufficiently inform instruction.	Teacher's knowledge of assessment practices and strategies result in designs or selection of appropriate, accessible diagnostic and ongoing formative assessments and grading procedures that are aligned to and assess the stated learning goals and provide results that inform instruction for groups of students.	Teacher's knowledge of assessment practices and strategies in extensive, and always results in the designs and selection of appropriate, accessible diagnostic and ongoing formative assessment and grading procedures that are tightly and transparently aligned to and assess the stated learning goals and that provide sufficient results to inform instruction for individual students.
5.2: Collecting and analyzing assessment data from a variety of sources (Assessed during pre and/or post observation)	Teacher does not analyze and/or provide accurate information about, or interpretation of, various student assessment data, or ignores available student data and makes assumptions about student needs that are not based upon any sufficient data analysis.	Teacher's analysis of data is generally accurate with minimal errors, provides appropriate information; however the interpretation of various assessment data may be rudimentary or have some errors.	Teacher analyzes data accurately, provides appropriate information about and accurate interpretation of various assessment data to monitor student progress and inform instruction.	Teacher analyzes data accurately, provides appropriate information about and accurate interpretation of various assessment data to monitor student progress and design differentiated instruction. Teacher supports students to contribute information and participate in the interpretation of data.
5.3: Reviewing data, both individually and with	Teacher rarely and/or ineffectively uses multiple	Teacher inconsistently uses multiple measures of student	Teacher consistently uses multiple measures of student	Teacher consistently uses multiple measures of student

<i>colleagues to monitor student learning</i> <i>(Assessed during pre and/or post observation)</i>	measures of student growth to demonstrate student learning. Teacher has no plans to use assessment data results in designing future instruction.	growth such as formative and summative data that includes student work to demonstrate student learning. Teacher uses assessment data results to plan for future instruction for the class as a whole.	growth including both formative and summative data that includes student work to demonstrate student learning. Teacher uses assessment data results to plan for future instruction for groups of students.	growth including both formative and summative data including student work to demonstrate a high level of student learning. Teacher uses assessment data results to plan future instruction for individual students.
<i>5.4: Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</i> <i>(Assessed during pre and/or post observation)</i>	The teacher does not maintain an assessment system with which he/she can reflect upon instruction; or the system used has little or no alignment with instructional practices and consequently cannot show the degree to which instruction helped students attain the learning objectives. There is evidence that students do not achieve the desired levels of achievement over time.	Teacher uses a comprehensive assessment system to reflect on his/her instruction; establishing alignment between his/her instructional practices and the degree to which students attain the desired learning objectives. The teacher can establish a correlation between students' growth over time and his/her adjustments in instruction to meet student needs. There is evidence of consistent student growth over time in attaining the desired levels of achievement.	Teacher uses a comprehensive assessment system to reflect on his/her instruction; establishing alignment between his/her instructional practices and the degree to which students attain the desired learning objectives. The teacher can establish a correlation between students' growth over time and his/her adjustments in instruction to meet student needs. There is evidence of consistent student growth over time and adjustments in instruction to meet students' needs. There is evidence that students consistently meet or exceed the desired levels of achievement over time.	Teacher uses a comprehensive assessment system and, with students, uses the system to reflect on his/her instruction; and establishes explicit alignment between his/her instructional practices and the degree to which students attain the desired learning objectives. The teachers and students establish a correlation between students' growth over time and adjustments in instruction to meet students' needs. There is evidence that students consistently meet or exceed the desired levels of achievement over time.
<i>5.5: Involving all students in self-assessment, goal setting, and monitoring progress</i> <i>(Assessed during observation)</i>	Teacher either does not engage students in self-assessment of their learning goals, strategies, or outcomes, or self-assessments used by the teacher provide little information from which students can improve their understanding or skills. There is no use of	Teacher occasionally engages students in self-assessment of their learning goals, strategies, and outcomes. However, the self-assessment design and results inconsistently inform students how to improve their understanding or skills. While	Teacher frequently engages students in self-assessment of their learning goals, strategies, and outcomes. The self-assessment design and results consistently inform students how to improve their understanding or skills. Exemplars and rubrics	Teacher regularly engages students in self-assessment of their learning goals, strategies, and outcomes and suggests next steps for achieving the learning goals. The self-assessment design and results consistently inform students how to improve

	exemplars or rubrics against which students can measure their results.	exemplars and rubrics are sometimes used as tools for self-assessment, they are not regularly a part of self-assessment strategies.	are used as tools for self-assessment as a regular component of self-assessment strategies.	their understanding or skills. Exemplars and rubrics are used as tools for self-assessment as a regular component of self-assessment strategies, and students contribute to the development of exemplars, rubrics, and suggest uses for them during instructional units.
5.6: Using available technologies to assist in assessment, analysis, and communication of student learning <i>(Assessed during pre and/or post observation)</i>	Teacher does not use available technology, or uses the available technology poorly, to implement or analyze assessment results. Information and communication to students and families is limited or unavailable.	Teacher uses available technology to implement and analyze assessment results. Provides information and communication to students and families.	Teacher uses available technology and other technologies to design, implement, and analyze assessment results and provides on-going communication regarding student learning to students and families.	Teacher uses a wide range of technologies to design, implement, and analyze assessment results, and provides for two-way, on-going communication regarding student learning to students, families, and appropriate professional colleagues. Ensures alternate communication of information is received by student/families who lack access to technology.
5.7: Using assessment information to share timely and comprehensible feedback with students and their families <i>(Assessed during observation EXCEPT: Communication/feedback to families is incorporated into 5.6 and assessed in pre and/or post observation)</i>	Teacher does not use assessment data as formative feedback to set goals with students or to design differentiated instruction, or uses the data incorrectly.	Teacher occasionally uses assessment data as formative feedback to set goals with students and to design differentiated instruction.	Teacher frequently uses assessment data as formative feedback to set goals with students and to design differentiated instruction.	Teacher regularly uses assessment data as formative feedback to set goals with students and to design differentiated instruction; students monitor their progress toward their goals.

Standard 6: Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

Elements	Ineffective	Developing	Effective	Highly Effective
<i>6.1: Reflecting on teaching practice in support of student learning</i>	Teacher does not examine, ignores, or misuses the analysis of formal and informal evidence of student learning to inform professional growth.	Teacher occasionally examines and/or analyzes formal and informal evidence of student learning; professional growth is only loosely aligned with the needs of students.	Teacher regularly examines and analyzes formal and informal evidence of student learning; professional growth is aligned with the needs of students. The teacher reviews the impact of professional learning on student achievement.	Teacher engages in an ongoing examination and analysis of formal and informal evidence of student learning; professional growth is aligned with the needs of students. The teacher reviews the impact of professional learning on student achievement.
<i>6.2: Establishing professional goals and engaging in continuous and purposeful professional growth and development</i>	Teacher does not engage in expanding knowledge of research in curriculum, instruction, and assessment methods, or only participates as minimally required in professional development or purposeful growth & development activities.	Teacher occasionally engages in professional development and growth activities acquiring minimal knowledge of research in curriculum, instruction, and assessment methods, but efforts to apply the knowledge to improve practice are minimally effective or misapplied.	Teacher regularly engages in expanding knowledge of research in curriculum, instruction, and assessment methods and applies the knowledge to improve practice. Teacher engages in research and/or provides professional development and/or support for others.	Teacher regularly seeks out and engages in expanding knowledge of research in curriculum, instruction, and assessment methods and applies the knowledge to improve practice. Teacher engages in research and/or provides professional development and/or support for others.
<i>6.3: Collaborating with colleagues and the broader professional community to support teacher and student learning</i>	Teacher's relationships with colleagues are negative or self-serving. Teacher avoids participating in a culture of inquiry, resisting opportunities to become involved.	Teacher maintains cordial relationship with colleagues to fulfill duties that the school or district requires. Teacher becomes involved in the school's culture of inquiry when invited to do so.	Relationships with colleagues are characterized by mutual support and cooperation. Teacher actively participates in a culture of professional inquiry to contribute to the profession.	Relationships with colleagues are characterized by mutual support and cooperation. Teacher takes initiative in assuming a leadership role among the faculty and promotes a culture of professional inquiry to contribute to the

					profession.
6.4: <i>Working with families to support student learning</i>	Teacher does not or rarely communicates expectations, student performance, or progress, with family's guardians/caregivers to enhance student development and achievement, and/or discussions are addressed in a manner that is insensitive, negative, or blaming.	Teacher occasionally communicates expectations, student performance, or progress with families, guardians/caregivers to share information and strategies to collaborate with families in the instructional program and to enhance student development and achievement. Communication may not be respectful of and sensitive to cultural norms.	Teacher frequently communicates expectations, student performance, or progress with families, guardians/caregivers to share information and strategies to collaborate with families in the instructional program and to enhance student development and achievement. Communication is respectful, and sensitive to cultural norms.	Teacher establishes processes that enable and encourage regular, two-way communication with individual families, guardians/caregivers to share information and strategies to collaborate with families in the instructional program and to enhance student development and achievement. Students contribute ideas that encourage family participation. Communication is respectful and sensitive to cultural norms.	
6.5: <i>Engaging local communities in support of the instructional program</i>	Teacher does not collaborate, or reluctantly collaborates only when required to do so, with the larger community to access and/or share learning resources.	Teacher's collaboration with the larger community to access and share learning resources is inconsistent.	Teacher frequently collaborates with the larger community to access and share learning resources and information to support the school's instructional program.	Teacher regularly and willingly leads efforts to collaborate with the larger community to access and share learning resources and information to support and promote the school's instructional program.	
6.6: <i>Managing professional responsibilities to maintain motivation and commitment to all students</i>	Teacher does not meet professional responsibilities or is consistently late in meeting those responsibilities. Teacher does not advocate for the needs of students or is reluctant to advocate for the needs of students resulting in some students or groups being ill served.	Teacher meets professional responsibilities with some reminders. Teacher's advocacy for the needs of students' is inconsistent or shows favoritism for some students over others.	Teacher meets all professional responsibilities, and works with colleagues to ensure student achievement. Teacher consistently advocates to meet the needs of all students.	Teacher models the integration of all professional responsibilities, taking the initiative to work with colleagues to ensure all students achieve. Teacher is proactive in advocating for all students' needs, and in seeking out resources when necessary.	
6.7: <i>Demonstrating professional responsibility, integrity, and ethical conduct.</i>	Teacher interactions with colleagues, students, families and the public are characterized by dishonesty and/or unethical, self-	Teacher interactions with colleagues, students, families and the public are usually characterized as honest and	Teacher interactions with colleagues, students, families and the public are consistently characterized by high standards	Teacher interactions with colleagues, students, families and the public consistently model the highest standards of honesty,	

	<p>serving conduct. Teacher is not self-reflective and/or unreceptive to feedback as a way to adjust professional behavior.</p>	<p>ethical. Teacher occasionally self-reflects and/or accepts feedback as a way to adjust professional behavior.</p>	<p>of honesty, integrity, and ethics. Teacher is self-reflective and uses feedback as a way to adjust professional behavior.</p>	<p>integrity, and ethics. Teacher is self-reflective and uses feedback as a way to adjust professional behavior. Teacher seeks out stakeholder feedback on his/her own initiative.</p>
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Article 12

SALARY AND HEALTH BENEFITS

Delhi Unified School District Counter Proposal to DTA - 12:00 p.m.

Article 12, Salary and Benefits

2022-23

- Final funded COLA in governor's budget less 1% will be added to the salary schedule, AND 1% of the funded COLA will be placed into the Retiree Benefit Account annually
- Change 12(F) from 10 years to 15 years
- Change Salary Schedule for Degree/Credential Add-on's as follows

From:

B)

4. Special Education Credential used at least ½ day (A or B or C)

Special Education Credential \$5,000

Speech Pathologist Credential \$5,000

Speech Pathologist with
Bilingual Proficiency (can not
also claim Bilingual credential) \$6,000

To:

B)

4. Special Education Credential used at least ½ day (A & B)

Special Education Credential \$5,000


Speech Pathologist Credential \$7,000

- Any TOSA workdays added to the summer will be exchanged for flex days as approved by Principal/Direct Supervisor.

2023-24

- COLA in final State Budget signed by the Governor less 1%, minimum increase to salary schedule of 1.5%


Jay Serratore, Superintendent


Christine Avila, DTA President