

Agreement  
Between  
Bayshore Elementary School District  
and  
Bayshore Teachers Association

Effective until June 30, 2024

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## **Article 1—AGREEMENT & RECOGNITION**

**1.1** This Agreement is made and entered into by and between the Board of Education of the Bayshore School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District" and the Bayshore Teachers Association, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."

**1.2** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."

**1.3** Use of Titles. Titles are included for the convenience of the readers. They are not integral to the agreement.

**1.4** The District recognizes the Association as the exclusive representative of all certificated employees excluding the following employees: substitute teachers, management, and summer school teachers who are not full-time employees of the district.

## **Article 2—ASSOCIATION RIGHTS**

### **2.1 Use of Equipment/Facilities**

The Association and its members shall have the right to make use of school equipment, buildings and facilities at all reasonable hours. Any costs arising from use of such equipment shall be prorated to the Association. Use of such equipment is subject to reasonable regulation by school administrations.

### **2.2 Posting Notices**

The Association shall have the right to post notices of activities and matters of the Association concern on bulletin boards at least one of which shall be provided in each school building in areas frequented by unit members; a copy of any posted material shall be forwarded to the building supervisor at the time of posting. The Association may use the District mail service and unit member mailboxes for communications to unit members.

### **2.3 Transaction of Association Business**

Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, including faculty and/or staff meetings; in the case of faculty/staff meetings, Association business shall be the last item on the agenda. Use of such school property is subject to reasonable regulation by school administrations.

## **Article 3—NEGOTIATIONS PROCEDURES**

### **3.1 Timing of Negotiations**

Not later than 30 days following the public hearing on the Association's proposals, negotiations shall begin at a mutually agreed date and time.

### **3.2 Use of Consultants**

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

### **3.3 Designation of Representatives**

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

### **3.4 BTA Representation in Bargaining**

BTA shall designate not more than four (4) representatives who shall receive sufficient release time without loss of compensation for negotiations and impasse proceedings.

### **3.5 Furnishing Information**

The Board shall furnish BTA, upon request, with budgetary and other information which is pertinent to negotiations and which enables BTA to fulfill its role as the exclusive bargaining representative.

### **3.6 Salary Information, October 15th**

Not later than October 15, the Board shall furnish BTA with placement of personnel on the respective salary schedules as of October 1. The placement will be done as a frequency count; no names will be listed.

### **3.7 New Legislation**

Bargaining will occur over the impact of legislation which affects working conditions and/or is negotiable under the EERA.

## **Article 4—PROFESSIONAL DUES/AGENCY FEES AND PAYROLL DEDUCTIONS**

### **4.1 Deduction of Dues**

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to the end of the school year.

### **4.2 Other Deductions**

Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board.

### **4.3 Membership**

The Parties agree that membership - adding new members, maintaining current members or dropping members who complete the process with the Association to do so - is entirely a function of the association and no part of this Agreement may interfere with the Association membership process.

### **4.4 Remittance of Dues/Fees**

The District agrees to remit membership dues and agency fees promptly to the Association, accompanied by a list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association.

### **4.5 Needed Information**

The Association and the District agree to furnish each other any information needed to fulfill the provisions of this article.

### **4.6 Hold Harmless Agreement**

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

## **Article 5 - NON-DISCRIMINATION**

**5.1** The District is aware of and acknowledges the following state and federal statutes prohibiting discrimination: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, the Education Code Sections 44100, 44105, and 44830, Public Law No. 101-336, Education Code Sections 212.5, 212.6, and Government Code Section 3543.5. Further, the District is aware and acknowledges that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, gender identity, age, physical disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement. Nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.

## **Article 6 – GRIEVANCE PROCEDURE**

### **6.1 Definitions**

#### **6.1.1 Grievance**

A “grievance” is a formal written allegation that there has been a violation, misinterpretation or misapplication of specific provision(s) of this Agreement.

#### **6.1.2 Day**

A “day” for this Article shall be any day in which the grievant is required to render service to the District. If a grievance arises during the last two weeks of the school year, a “day” shall include any of the ten working days following the last day of school.

#### **6.1.3 District Representative**

The appropriate designated District representative shall be the management person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances. A member shall be so notified if the immediate administrator is someone other than the management person having immediate jurisdiction over the member.

#### **6.1.4 Grievant**

A “grievant” is a member of the bargaining unit, or the Association, asserting a grievance. Any unit member may be accompanied at the informal level or step one by an association rep of his/her choosing.

#### **6.1.5 Group Grievance**

If two or more members of the bargaining unit have the same grievance in issue and fact, then the grievance shall be consolidated for purposes of hearing and decision, provided further, that the rights of the parties not thereby be prejudiced.

#### **6.1.6 Association Grievance**

A grievance initiated by the Association shall be filed at Level Two subject to complying with the timelines set forth in Section 6.2.2.1.

### **6.2 Procedures**

#### **6.2.1 Informal Resolution**

##### **6.2.1.1 Conference**

Before filing a formal written grievance, the grievant must attempt to resolve the matter by an informal conference with the appropriate designated District representative. This informal conference shall be requested within ten (10) days of the act or omission which gave rise to the grievance, or within ten (10) days of when the act or omission first came to the attention of, or in the exercise of reasonable diligence should have come to the attention of, the grievant. The parties to the grievance may be represented at this conference. The grievant may



request an additional five (5) days extension in writing from the Personnel Office. The extension will be granted if the written request is received by the Personnel Office prior to the expiration of the above time.

#### **6.2.1.2 Right to Proceed**

If the matter is not resolved at the informal conference, the grievant may proceed to the formal level.

### **6.2.2 Formal Written Grievance**

#### **6.2.2.1 Submission/timeline**

If the grievance has not been resolved informally, the grievant may present a formal written grievance on the appropriate form to the superintendent with a copy to her/his immediate supervisor within twenty (20) days of the acts or omissions which gave rise to the grievance, or within twenty (20) days of when the acts or omissions first came to the attention of, or in the exercise of reasonable diligence should have come to the attention of, the grievant.

#### **6.2.2.2 Format of Grievance**

The written statement of the grievance shall make specific reference to the contractual section allegedly violated, the circumstances involved, the decision at the informal conference, and the specific remedy(ies) sought. (Referred on previous page).

#### **6.2.2.3 District Response Timeline/Representation**

The Superintendent or designee shall communicate a written decision and the reasons therefore to the grievant within fifteen (15) days after receiving the grievance. If the District's representative does not respond within the time limits, the grievant may proceed to the next level. Both parties shall be entitled to be represented at such conference.

#### **6.2.2.4 Right to a Conference**

The Superintendent or designee shall conduct an investigation and, upon request, hold a conference with the grievant. The parties to the grievance may be represented at said conference. Within fifteen (15) days of the receipt of the appeal or any amendment thereof, the superintendent or designee shall deliver to the grievant a written decision with the reasons therefore.

### **6.2.3 Arbitration**

#### **6.2.3.1 Demand**

If not satisfied with the decision at the formal level the Association may submit a written demand for arbitration to the Superintendent. Only issues which were processed and handled in accordance with the grievance procedure of this Article are subject to arbitration. The grievance is resolved if a written request for arbitration is not submitted within ten (10) days after receipt by the grievant of the superintendent's decision, or if there has been no response at the formal grievance level, within ten (10) days of the deadline for receipt of the grievance response.

**6.2.3.2 Selection from Panel**

Either party may request that the American Arbitration Association supply a panel of seven (7) names of arbitrators experienced in public sector grievances. The selection of an arbitrator shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), and the parties shall be bound by the Voluntary Labor Arbitration Rules of the AAA.

**6.2.3.3 Identification of Issues**

Within ten (10) days of the selection of the arbitrator, the superintendent and the grievant or designees shall attempt to agree in writing upon the issue or issues to be submitted to the arbitrator. If they are unable to agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievances and answer thereto each level.

**6.2.3.4 Arbitrability**

In the event there is a dispute between the District and the grievant as to arbitrability of any issue(s), the question of arbitrability shall be ruled upon by the arbitrator prior to hearing the issue(s) of the grievance.

**6.2.3.5 Limit of Arbitrator's Authority/Evidence**

The arbitrator shall have no authority to make a decision based upon arguments not disclosed in the Informal and Formal Levels. The arbitrator shall render a written decision on the submitted issue(s) in accordance with AAA rules after the close of the hearing, or if an oral hearing has been waived, after the final submission of written evidence and final arguments.

**6.2.3.6 Limit of Arbitrator's Authority/Scope**

The District and the Association agree that the jurisdiction and authority of the arbitrator so selected in opinions he/she expresses, will be confined exclusively to the interpretation of the expressed provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to or subtract from, alter, amend, or modify the provisions of this Agreement. The decision of the arbitrator within the limits prescribed, shall be final and binding upon the parties to the dispute.

**6.2.3.7 Cost Sharing**

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the parties incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of the court reporter shall be paid by the party requesting same. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party one-half of the cost of the court reporter's services and expenses. The cost of any transcript or any copy thereof requested by either shall be borne by the party requesting same.

#### **6.2.3.8 Exclusive Forum**

The Association and unit members agree that the grievance/arbitration procedures herein shall be the exclusive forum, in lieu of any other legal process or procedure for resolution, for resolving issues arising out of or in connection with a violation, misinterpretation, or misapplication by the District of any provisions in this Agreement.

### **6.3 Miscellaneous Provisions**

#### **6.3.1 Witnesses**

Relevant employee witnesses, the grievant and the grievant representative shall be provided release time without loss of pay for the purpose of participating at grievance conferences with appropriate District representatives and testifying at the grievance arbitration hearing. Witnesses may be placed on on-call status and required to attend the arbitration hearing for only so long as their testimony is taken. By mutual agreement, relevant employee witnesses, the grievant and the grievant's representative shall be provided release time without loss of pay for the purpose of preparing for the arbitration hearing.

#### **6.3.2 File Maintenance**

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant and maintained in the office of the superintendent.

#### **6.3.3 No Reprisals**

No party to a grievance shall take any reprisals against the other party to the grievance because he/she participated in an orderly manner in the grievance procedure.

#### **6.3.4 Timelines, Waivers and Requirements**

Time limits contained in this Article may only be waived by mutual agreement. Failure by the grievant to meet any time limit as specified herein for each level of the grievance procedure shall result in automatic settlement according to the last decision rendered for the particular grievance. Upon the District's failure to meet any time limit herein for each level of the grievance procedure, the grievant may appeal to the next level.

#### **6.3.5 Consent of Association for Arbitration**

No grievance shall be arbitrated without the consent of the Association.

## **Article 7 - EVALUATION PROCEDURES**

**7.1** This Article does not apply to unit members when rendering service in the summer school program.

**7.2** Evaluation and assessment of the performance of each unit member shall be on a continuing basis, every school year for probationary employees, and every third year for employees with permanent status (Appendix B: Evaluation Forms) following an evaluation that does not include more than one score of 2 or lower. Members who receive a score that includes a 2 in any 2 areas or a 1 in any one area may be re-evaluated the following year. Permanent employees evaluated in 2020-2021 may next be evaluated in 2023-2024. The District shall evaluate and assess unit member competency as it reasonably relates to:

**7.2.1** The progress of pupils toward the standards of expected student achievement at each grade level in each area of study;

**7.2.2** The instructional techniques and strategies used by the unit member;

**7.2.3** The unit member's adherence to curricular objectives;

**7.2.4** The establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities.

**7.3** Purpose: The purpose of an evaluation system is to ensure high quality professionals in the school setting. Evaluations are meant to support growth. The system used shall be based on the following elements:

- Clear expectations, based on the National Standards for the Teaching Profession, the California Standards for the Teaching Profession, and the Components for Teaching and Learning (see Appendix B – Evaluation Forms)
- Methods for support and means of accountability with opportunities for:
  - Specific feedback about areas for professional development; and
  - Meaningful discourse about areas of strength and improvement.
- A broad context of evaluation in which multiple and diverse measures are used to assess teacher effectiveness.
- Use of data for the sole purpose of enabling teachers and evaluators to assess areas of strength and development.
- A context of evaluation in which measures are used to assess teacher effectiveness, in accordance with Article 7.4.

**7.3.1** Unit members who are not considered classroom teachers, including but not limited to counselors, specialists, nurses, speech-language pathologists and psychologists whose responsibilities cannot be evaluated under the above standards shall be evaluated according to the established standards for their profession.

**7.3.2** The evaluation and assessment of unit member competence pursuant to the Stull Act Evaluation Procedure shall not include the use of publisher's norms established by standardized tests.

**7.4** The evaluator will conduct one informal pre-evaluation observation by October 15th in order to provide unit members with feedback to guide the goals and objectives for the formal evaluation. The unit member shall develop written statements setting forth the goals and objectives and meet with the evaluator not later than November 1st for a pre-evaluation conference. The purpose of the conference is to reach agreement on goals and objectives for the evaluation. Goals and objectives may relate to any or all of the areas of assessment related to the California Standards for the Teaching Profession (CSTP) and may be developed to relate more specifically to tasks required due to the nature of the unit member's assignment. In the event the evaluator does not approve the written goals and objectives of the unit member and the evaluator and the unit member cannot come to an agreement as to what should constitute said goals and objectives, the evaluator's decision shall prevail. The unit member may attach a written statement indicating his/her disagreement with the modified and/or agreed-upon goals and objectives. When requested by the evaluator or the unit member, modifications or additions to the written statements of goals and objectives can be made provided the evaluator approves said modifications and additions. In the event the evaluator and the unit member cannot come to an agreement on the modifications, they shall proceed as previously set forth.

**7.5** For the purpose of this section, the evaluator shall be the unit member's immediate supervisor.

**7.6** The evaluator may conduct one (1) announced formal observation and one (1) scheduled formal observation on a date agreed upon by the unit member and the evaluator. The observation shall not be less than 40 minutes nor longer than 90 minutes. The unit member shall be notified at least one (1) week in advance of the announced formal observation. Formal observations are based on the goals set forth in the joint meeting as outlined in 7.4. Formal observations do not include frequent informal observations made by the instructional leader.

**7.6.1** Any formal observation for the purposes of the evaluation will take place not later than 40 calendar days before the end of the school year.

**7.6.1.1** If the formal observation does not take place in accordance with 7.6.1, unit members will be excused from the formal observation and all evaluation scores and comments for that year will be removed from all records. The scores and comments will be replaced with the neutral statement: "Evaluations did not occur due to scheduling."

**7.6.1.2** The unit member will not be expected to alter their evaluations schedule as prescribed by Article 7.2 due to a violation of 7.6.1.

**7.7** Any evaluation performance pursuant to this procedure which contains an unsatisfactory rating of a unit member's performance in the area of teaching methods or instruction may include the requirement that the unit member participate in a program designed to improve appropriate areas of the unit member's performance and to further pupil achievement and instructional

objectives of the District. A unit member shall not be required to participate in such a program unless an attempt is made to reach agreement on the nature of the program with the unit member. Should the unit member and the evaluator not reach agreement on the nature of the program, the superintendent shall determine the nature of the program; such program shall relate to the unsatisfactory rating.

**7.7.1** Release time shall be provided when required by the nature of the program;

**7.7.2** The unit member shall be reimbursed for costs incurred;

**7.7.3** If the program includes peer participation, the relationship between the unit member and his/her peer shall be confidential.

**7.7.4** Should a permanent employee receive an unsatisfactory evaluation, they will be subject to the evaluation procedure the following year.

**7.8** Evaluation and assessment made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the unit member not later than thirty (30) days before the last school day.

**7.9** The substance of the evaluator's classroom observation reports and annual evaluation appraisals shall not be subject to the grievance procedure. Violations of evaluation procedures specified above may be grieved.

**7.10** The Parties will continue to develop and pilot a new evaluation process during the 2021-2022 school year. The Parties will meet by May 30, 2022 to review the pilot. The evaluation process will be negotiated for implementation in the 2022-2023 school year. In the event a new evaluation process is not agreed upon by the close of the 2021-2022 school year, the previous forms and processes will prevail.

**7.10.1** Each unit member being evaluated may choose between the current evaluation protocol or the Pilot Evaluation Protocol. The District will make every effort to include at least one (1) unit member from the Student Services department as part of the pilot process. If no unit member from the Student Services department is able or willing to participate in the evaluations pilot, a unit member from the Student Services department will be included in the review of the pilot.

**7.10.2** The district will present both models to members who will be evaluated prior to them choosing which protocol they will use. Specific procedures and forms are available in Appendix (B). The Pilot process will adhere to the following timeline:

- Pre-test/Self-evaluation - Prior to September 30, 2021
- Teacher chooses two elements from CSTP to focus for year - Prior to September 30, 2021
- Meet with supervisor; Set goals; Discuss types of artifacts to collect - By October 15, 2021

- Supervisor observes (observations are formative in nature as related to goals) - Prior to end of 1st trimester (November 5, 2021)
- 2 check-in meetings during 2nd trimester (formative in nature) - (By March 11, 2022)
- Supervisor observes (observations are formative in nature as related to goals) - Prior to end of 2nd trimester (March 11, 2022)
- Supervisor observes formal full lesson - Anytime between March 11 and April 30, 2022
- Final meeting; Post self-evaluation with artifacts, Supervisor completes formal form - By May 14, 2022

## **Article 8—HOURS OF EMPLOYMENT**

**8.1** The length of the workday, including preparation time, relief periods, lunch, and time required before and after school shall not exceed seven hours. Unit members are expected to be on campus, except for duty-free lunch, from 8:15 a.m. until 3:15 p.m., excepted as noted in this article.

**8.1.1** Alternatively, unit members may choose to start the workday at 8 a.m. and leave 7 hours later at 3 p.m. Adjusted times cannot be used on Wednesdays when there is school wide-staff development, nor on days with staff meetings. The district will make reasonable accommodations for persons with disabilities.

**8.2** The length of the school year will be 185 work days, as follows:

**8.2.1** 180 days of instruction

**8.2.2** One (1) teacher preparation work day scheduled for the week day before the first day of instruction. The day is set aside for teacher set-up/preparation for the school year.

**8.2.2.1** For the 2021-2022 school year only, the teacher preparation work day can be used by any unit member on the following dates: August 6, 2021, November 22, 2021, February 22, 2022, or April 5, 2022.

**8.2.3** Two (2) days of district-provided staff development prior to the start of the instructional year, scheduled for the two week days before the teacher preparation work day (see 8.2.2).

**8.2.4** Two (2) days of district-provided staff development throughout the school year, but not to be held within 30 days of the end of the school year.

**8.3** The work year calendar shall be annually negotiated and included in this agreement as APPENDIX D.

### **8.4 Work Year for New Hires**

The work year for new unit members in their first, full year will be 187 days. Of the two extra days for new employees, no more than 1.5 will be used for formal orientation. One-half will be available for teachers to acquire materials and work in their classrooms.

**8.5** Each Wednesday shall be a minimum instructional day for the purposes of professional growth time. “Professional growth time” is defined as professional learning, staff meetings, curriculum development, student services collaboration, and grade level or department collaboration.



**8.5.1** All Wednesdays will be 1.5 hour in length for professional growth time. This will run from 1:45pm to 3:15pm, as long as dismissing students at 1:00 p.m. meets the state instructional minutes requirement.

**8.5.2** Bayshore Teachers Association, with representation from unit members in general education and in the student services department, shall meet with the District by June 30th to develop the content and calendar of Wednesday professional growth time.

**8.5.2.1** The calendar of Wednesday professional growth time shall be negotiated by the Parties at least once per trimester within the following guidelines:

- Whole staff professional learning;
- Collaboration time between general education members and the student services department;
- Member selected professional growth time, previously approved by the principal, based on guidelines approved by BTA and the District.

**8.5.3** The calendar of Wednesday professional growth time shall be developed and distributed in hard copy by the first day of school. Any changes to the calendar agreed upon in 8.5.2.1 must be negotiated by the Parties. Changes to the calendar will be communicated to members at least two (2) weeks in advance of the originally scheduled date.

**8.6** Minimum days shall be granted unit members for the following reasons:

**8.6.1** Preparation for "Back-to-School Night". Unit members at each site will meet with their site administrator(s) to mutually design and implement programs that invite and encourage parent participation.

**8.6.1.1** The programs may include a continuation of "traditional" formats for Back-to-School, parent conferences. The respective parties may implement alternative programs which best meet parent, student and staff objectives at their individual sites.

**8.6.1.2** The programs affected at a site will include the participation of unit members at that site and will be held at a time that maximizes parent attendance.

**8.6.2** Staff development programs.

**8.6.3** Parent conferencing.

**8.6.4** School day preceding a break with 3 or more consecutive weekdays off.

**8.6.5** Halloween

**8.6.6** On the last day of school the work day shall end at Noon.

**8.6.7** On all minimum days established in section 8.6 (except for 8.6.2), unit members may leave campus ten (10) minutes after the dismissal of students.

**8.7** Unit members shall have a daily, duty-free, uninterrupted lunch period of not less than 30 minutes.

**8.8** Each K-5 unit member shall have at least (3) guaranteed prep periods of thirty-five (35) minutes per week and each 6-8 unit member shall have at least two (2) guaranteed forty-five (45) minutes per week. Whenever possible, the district will provide extra prep time.

**8.9** The scheduled preparation period is defined as paid working time for the specific purposes of preparing materials; evaluating student work; and conferring with students, parents, support staff, and administrators.

## **Article 9—WAGES**

**9.1** Unit members shall receive their salary pursuant to Appendix A, which contains certain rules and regulations.

July 1, 2021- June 30, 2022

Salary schedule increased by 2% on salary schedule, 2% off salary schedule

These increases will be calculated based on the “Certificated Salary Schedule (State Bond Adjustment)” signed August 26, 2021, which reflects the State Facilities Bond +1% adjustment.

**9.1.1** Column A requires a Bachelor’s Degree;

**9.1.2** Column B requires a Bachelor’s Degree, plus a regular credential;

**9.1.3** Column C requires a regular credential and a BACHELOR’S Degree plus 45 semester units, of postgraduate work, taken after the issuance of degree:

**9.1.4** Column D requires a regular credential, a BACHELOR’S Degree, plus 60 units of postgraduate work taken after the issuance of degree;

**9.1.5** Column E requires a regular credential, a BACHELOR’S Degree, plus 75 semester units of postgraduate work taken after the issuance of degree.

**9.2** The maximum experience credit which shall be allowed towards initial step placement on the salary schedule shall be eight (8) steps with year-for-year credit so long as the unit member taught on a full time basis at least 75% of the teaching days of a school year. This maximum may be exceeded with the mutual agreement of the Association president, or designee.

**9.2.1** A unit member who is in paid status (excluding extended illness leave, as established in Article 1.1.9) for 50% or more of the school year (0.5 Full-time equivalents) shall earn credit for one year's experience for step advancement on the salary schedule. A unit member who is in paid status (excluding extended illness leave, as established in Article 1.1.9) for less than 50% of the school year shall earn credit for one year’s experience for step advancement on the salary schedule once every two (2) years.

**9.3** Unit members who have separated from the District and are thereafter re-employed by the District shall receive credit for their prior years of experience in the District for placement on the salary schedule.

### **9.4 Column Advancement**

Employees shall be advanced on the salary schedule on the basis of approved educational units they take beyond the requirements of the bachelor’s degree. Columns shall be identified

and established on the annually adopted District salary schedule indicating educational unit requirements for each column.

The basis for the approval of units requested by certificated personnel for advancement on the salary schedule shall include the following guidelines:

**9.4.1 Maximum Units Taken**

Teachers shall take no more than nine units of work for salary credit during any one semester or nine quarter-units per quarter.

**9.4.1.1 Non-Degree/Credential Units**

Units not leading to a California credential or higher degree must be of direct benefit to the District or the instructional program and may not be approved if for personal or avocational enrichment.

**9.4.2 Only Graduate and Upper Division Units**

Only upper division units taken at an accredited university or college will be accepted. “Accredited university or college” shall be defined as an accredited agency listed in the U.S. Office of Education publication, Accredited Higher Institutions. Exceptions to the upper division requirement may be made if the Credit Evaluation Committee recommends that a specific lower division course would be beneficial to the District.

**9.4.3 No Auditing**

Auditing of university or college courses will not be approved for any salary credit.

**9.4.4 Successful Completion**

Units must be successfully completed with a grade of “C” or above, or a “pass” grade in the case of a “pass/fail” course, to be approved for salary credit.

**9.4.5 Credit For Inservice and Student Teaching**

The District shall credit unit members with units for supervising student teachers and in-service workshops as recommended by the Credit Evaluation Committee and approved by the Board of Trustees. One local unit of credit shall be given for each fifteen (15) clock hours of approved training in the District during non-work and non-paid time.

A unit member shall receive one semester unit of credit on the salary schedule for each semester of student teaching completed under the unit member’s direction. A cash payment of the amount received from the university or college will be made by the supervising teacher for instructional materials.

**9.4.6 Credit For Special Assignments**

When a stipend is not offered, teachers may apply in advance to the Credit Evaluation Committee for up to one district unit of credit for a special, curriculum-related project which will exceed twenty (20) hours of work beyond the usual hours and teacher responsibilities.

(Work on state/federal requirements, such as PQR's, are considered normal teacher responsibilities.)

#### **9.4.7 Deadline for Evidence, First Instructional Day**

Certificated personnel advancement on the salary schedule occurs only at the beginning of a given school year. All interpretations of the placement on the salary schedule shall be based on verifiable information and documentation which must be filed with the District Office no later than the first instructional day of any school year.

### **9.5 Advanced Degree Stipends**

The District shall provide in the adopted schedule an additional stipend beyond those described above for unit members who have earned additional accreditation as described below:

**9.5.1** For a Master's Degree from an accredited institution of higher learning, unit members will receive \$2,000.

**9.5.2** For a Doctorate Degree from an accredited institution of higher learning, unit members will receive \$1,500.

**9.5.3** For National Board Certification, unit members will receive \$1,500.

**9.5.4** Unit members shall receive the Advanced Degree Stipend for the first accreditation earned in each category above. For example, two (2) Master's Degrees and one (1) Doctorate will earn \$2,000 for the first Master's Degree plus \$1,500 for the Doctorate.

### **9.6 Longevity Stipends**

Unit members are recognized for their years of experience and loyalty to the District. The unit member must have eight (8) consecutive years of service in the district. The unit member shall receive 3% of salary at the beginning of their 14th year of service, 4% at the beginning of their 17th year, 5% at the beginning of their 20th year, and 6% at the beginning of their 23rd year, 7% at the beginning of their 26th year, and 10% at the beginning of their 29th year of service. Longevity Stipends are added each year after the Annual Step Increase for the 14th year and on. Longevity Stipends are a one time stipend paid during the school year unit member becomes eligible and each year thereafter. Longevity Stipends are not added to base salary for salary raise calculations. This does not preclude a unit member at these longevity stages from any wage increases that result from raises in base salary via the bargaining process.

### **9.7 Yearbook**

There will be a stipend of \$1000 for coordinating the production of the yearbook. The yearbook will include all grades, K-8. The stipend shall be paid with the June paycheck upon successful production of the yearbook.

## **9.8 Travel Reimbursement Rate**

Effective each July 1, the travel reimbursement rate shall be increased to reflect the then effective rate established by the Internal Revenue Service for mileage deduction. Unit members shall receive this rate of reimbursement for authorized district travel.

## **9.9 Lead Teachers**

Description of Lead Teacher

- Tenured teaching professional who has excellent teaching and leadership skills.
- Has excellent communication skills with both teachers and administration.
- Dedicated to the improvement of the teaching profession
- Able to provide constructive feedback and helpful solutions to other teachers.
- Mentor new and developing teachers.
- Offers support to unit members in the classroom.
- Lead teachers only support, not enforce, rigor and fidelity of the curriculum and pacing.
- Serves as liaison between teachers and administrators.
- May serve as Admin in Charge when administration is off-campus.
- The stipend for each lead teacher shall be \$1,250.
- The principal of the school selects the lead teacher.

## **9.10 Rate of Compensation**

The standard rate of compensation for unit members performing regular instructional duties beyond the regular day shall be \$50.00 per hour. This is not intended to be for after-hours supervision, tutoring, or classroom preparation.

**9.10.1** The standard rate of compensation for unit members substituting for another teacher for any part of the day, including taking another teacher's students, when a regular substitute is not available will be equal to \$50 per hour in addition to the member's regular salary (see Appendix A - Salary Schedule).

**9.10.2** If a unit member is less than 1.0 FTE and agrees to substitute teach on a day outside of his/her percentage of employment, the unit member shall be compensated the rate for a long-term substitute (See Appendix A – Salary Schedule).

**9.10.3** Unit members who agree to participate in an IEP meeting past 3:15 pm, for a student that is not enrolled in his/her class, will receive the hourly rate for extra duty compensation (See Appendix A – Salary Schedule).

## **9.11 Overnight Field Trips/ Outdoor Education Programs**

**9.11.1** Unit members will be encouraged but not required to attend Overnight Field Trips/Outdoor Education with their participating classes. If there are personal circumstances that prevent a unit member from fulfilling the assignment, the District and BTA will cooperate in finding a replacement by allowing unit members to switch assignments for the week.

**9.11.2** Unit members attending Overnight Field Trips/Outdoor Education with participating classes will attend for the entire time during which their respective classes are participating and for such hours during the day and evening as the District may assign. In recognition of the extra time and responsibility involved for unit members accompanying students to Overnight Field Trips/Outdoor Education Camp, the unit members will be provided with a stipend of \$175 for each night.

**9.11.3** Should a personal emergency affect a unit member who does not have her/his own vehicle, the District will reimburse the unit member for any cost of transportation necessitated by the emergency.

## **Article 10 - HEALTH AND WELFARE BENEFITS**

**10.1** The District shall provide unit members and their eligible dependents, including domestic partners and their dependents, with a health services insurance plan, a dental services insurance plan and a vision services insurance plan.

**10.1.1** The District shall participate in the San Mateo JPA (SMJPA) for the health services and the San Mateo County Schools Insurance Group (SMCSIG) for the dental and vision services plans.

**10.1.2** The District shall pay premiums for the Employee Only - High Plan of the lowest cost provider offered through the District's health benefit carrier. The District shall additionally pay the amount equivalent to the rate of dental coverage – Employee Only and vision coverage – Employee Only. Any costs of health benefits for unit members electing other plans including plus one or family plans plus dental and vision in excess of this amount shall be deducted from the unit member's monthly paycheck.

**10.1.3** Unit members employed at least 0.50 full time equivalents (FTE) and less than 1.00 FTE shall receive a pro-rated contribution toward these plans in the same proportion as their Full Time Equivalency. For example, a unit member employed as a 60% FTE shall receive a district contribution equal to 60% of the district maximum contribution.

**10.1.4** Unit members that are employed for 100% of the regular work year shall receive twelve months of benefit coverage beginning on October 1 of the preceding year ending on Sept. 30 of the following year.

**10.1.5** Unit members who separate from their employment prior to the close of the school year shall be provided benefits through Sept. 30 or six (6) months, whichever occurs first.

**10.1.6** The District shall inform in writing all qualified unit members and/or beneficiaries of their right to continue benefit coverage under provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

**10.1.6.1** The District shall inform in writing all qualified members and/or beneficiaries of changes in insurance groups.

### **10.2 Retired Personnel Health Plan**

Upon retirement, the district shall provide the insurance plans established in Section 10.1 to unit members providing:

#### **10.2.1 Individual Only**

The amount paid by the District shall be for the health coverage of the individual retiree and shall not exceed that total amount allocated to current unit members under the current plan.



**10.2.2 At Least Fifty-five (55) Years of Age**

The unit member is at least 55 years of age.

**10.2.3 Fifteen or More Years**

The unit member has 15 or more consecutive years of service in the District prior to retirement.

**10.2.4 Does Not Re-enter Teaching Profession**

The unit member does not reenter the teaching profession on a full-time basis.

**10.2.5 Duration**

The district shall provide paid health care for retirees in the same manner as active unit members until end of the 24<sup>th</sup> month prior to the retiree becoming eligible for Medicare coverage. Beginning with the 23<sup>rd</sup> month prior to Medicare eligibility, the district shall provide 50% of the then maximum district contribution toward retiree health care. Upon Medicare eligibility, the district paid coverage will cease.

**10.3 Disability**

The district shall provide disability/salary protection insurance through the CTA-sponsored plan for all unit members.

## **Article 11 – LEAVES**

### **11.1 Illness or Injury Leave**

#### **11.1.1 Sick Leave, Definition**

Sick leave may be used for absences arising out of illness, mental health, disability, injury, maternity or quarantine.

#### **11.1.2 Sick Leave Days Per Year**

A unit member working five (5) days per week for a full contract year of ten (10) months shall be annually entitled to ten (10) days paid sick leave. A unit member working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.

#### **11.1.3 Leave Advance**

Credit for leave of absence need not be accrued prior to taking such leave by the unit member, and such leave of absence may be taken at any time during the school year. If a unit member does not complete an entire year of service, but has used all paid sick leave, the amount of compensation received for sick leave taken but unearned shall be repaid the District, and the District shall have the right to make any necessary adjustments on the last warrant.

#### **11.1.4 Regular Pay**

Pay for any such day of absence shall be the same as the pay which would have been received had the unit member served during the day. A unit member who is absent because of illness or injury for less than a school day shall have a prorated amount of sick leave deducted.

#### **11.1.5 Accrued Sick Leave**

##### **11.1.5.1 Accrual of Unused Sick Leave**

Unused sick leave shall be accumulated from year to year. If a unit member obtains employment in another California public school district, the unit member's accumulated sick leave record shall be sent to that district, upon written request.

##### **11.1.5.2 Annual Status Report**

No later than November 1st of each school year, every unit member shall receive a sick leave credit statement showing the number of days in the accumulated account and the number of days allocated for the current school year. Should a unit member retire, the accumulated sick leave shall be credited to the unit member's retirement account to the extent permitted by STRS rules and regulations.

#### **11.1.6 Notice to District School**

Unit members must contact the Personnel Office as soon as the need to be absent is known, but in no event less than one-half hour prior to the start of the workday. Notification shall include the expected date of return.

### **11.1.7 Verification**

If the District has reason to believe that a unit member is or has been abusing sick leave, the unit member may be required to present a medical doctor's certificate or other verification substantiating the illness or injury.

### **11.1.8 Notice of Return Date**

When a unit member is on sick leave, he/she shall notify the site administrator of the expected date of return no later than the end of the teaching day preceding the date of return.

### **11.1.9 Extended Illness Leave**

If a unit member has used all accumulated sick leave and is still too ill to return to work, upon request to the District and with illness verification, the unit member shall be entitled to extended illness leave benefits pursuant to EC 44977. For a period of up to five, cumulative months, the employee shall receive regular salary, except that an amount shall be deducted which shall be equal to the sum actually paid to a substitute or which would have been paid to a substitute were a substitute to be employed, under the rules and procedures of the personnel department of the district, except that in no event would the amount deducted exceed the then current salary for a long-term substitute. Extended sick leave calculations begin at the expiration of the tenth day of advanced sick leave for the current year, or at the expiration of accumulated leave (whichever is later). When requested, and when related to employee illness, family leave begins at the expiration of extended sick leave.

## **11.2 Pregnancy Disability Leave**

### **11.2.1 Granting of Leave**

Upon written request, pregnancy disability leave shall be granted to any unit member required to be absent from duties because of disability caused or contributed to by pregnancy, miscarriage, childbirth or recovery there from. Such leave shall be subject to the following provisions:

### **11.2.2 Chargeable to Sick Leave**

This leave shall be chargeable to the sick leave and/or extended illness leave pursuant to Sections 11.1.

### **11.2.3 Continue to Teach Until Doctor Certifies**

A unit member is expected to continue the performance of his/her duties until his/her physician certifies that he/she is physically incapable of such performance.

### **11.2.4 Early Work Stoppage**

If a unit member wishes to cease performing their duties at an earlier date, they may request a personal leave without pay.

### **11.2.5 Physician Verification**

A unit member requesting pregnancy disability leave shall specify in writing the date on which they plan to begin the leave. The leave shall be granted for the period of time the unit member's physician verifies that they are not physically able to perform their duties.

### **11.2.6 Return to Work Clearance**

A unit member who has been on pregnancy disability leave and chooses to return to employment on a specified date shall provide a written statement from their physician stating that they are physically capable of resuming their duties.

### **11.2.7 Leave Extension**

If a unit member does not choose to return to employment until sometime after their physician certifies they are capable of resuming their duties, they may request family leave and a leave without pay. Such leave shall end either at semester break or at the end of the school year.

## **11.3 Child Adoption/Paternity/Maternity (non-disability) Leave**

No leave provided in this section shall result in a deduction from either accrued sick leave or extended sick leave and the unit member shall continue to receive health, dental and vision benefits as if the unit member were taking sick leave.

### **11.3.1 Ten Days Paid for Adoption**

A unit member who is adopting a child shall be entitled to ten (10) paid days of leave.

### **11.3.2 Ten Days Differential Pay, Childbirth, Adoption, Paternity**

Notwithstanding any other leave provision of this agreement, the District shall provide 10 additional days at differential pay for adoption, paternity and childbirth (beyond pregnancy/maternity disability) leave.

## **11.4 Personal Necessity Leave**

### **11.4.1 Personal Necessity, Definition**

"Personal Necessity" is defined as a situation that requires an employee to be absent from work to attend to matters that can't be accomplished during the work day. When a member takes Personal Necessity Leave, the hours used are deducted from their sick leave balance. Personal Necessity Leave may not be used for recreational activities or for seeking or engaging in other paid or unpaid employment.

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

- a. Death or serious illness of a member of the unit member's immediate family. (This is in addition to Bereavement Leave under Section 11.6 Bereavement Leave.)

- b. Accident involving the unit member's person or property, or the person or property of the unit member's immediate family.
- c. Appearance in court as a litigant, or as a witness under official order.
- d. Adoption of a child.
- e. The birth of a child.
- f. Religious holidays or family events which are not planned by the member, as mutually agreed upon by the unit member and immediate supervisor.
- g. Other emergencies, which are not planned by the member and which cannot reasonably be deferred to another day or time.

#### **11.4.3 Notification of Leave**

With the exception of (a), (b), (e) and (g) above, the unit member shall notify, at least 5 days in advance, their immediate supervisor of their intent to take a Personal Necessity Leave (See Appendix C).

#### **11.4.4 Reason for Absence**

All unit members are required to indicate which of the above circumstances is the reason for the absence in order for the absence to qualify for Personal Necessity Leave.

### **11.5 No-Tell Leave**

#### **11.5.1 No-Tell Leave, Definition**

A No-Tell Leave is defined as a leave taken at the discretion of the unit member for personal business and does not require explanation. When a member takes No-Tell Leave, the hours used are deducted from their sick leave balance.

**11.5.2** A unit member may elect to use sick leave, not to exceed five (5) days, for No-Tell Leave.

#### **11.5.3 Notification of No-Tell Leave**

The unit member shall notify, at least 5 days in advance, their immediate supervisor of their intent to take a No-Tell Leave (See Appendix C).

#### **11.5.4 No-Tell Leave and Holidays and Professional Development Days**

No-Tell Leave may not be used by a unit member on the workday after a holiday, or the workday after spring or winter break; or on a professional development day; or during the last week of school.

### **11.6 Bereavement Leave**

**11.6.1** Without loss of salary, unit members shall be entitled to a leave on account of death of any member of the immediate family. Unit members shall receive three (3) days leave; if out-of-state or more than 300 miles of one way travel is required, two (2) additional days shall

be provided. An additional two (2) days shall be provided if the death is a spouse, domestic partner, or child of the unit member.

**11.6.2** Immediate family shall be defined as mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandparent-in-law, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, stepmother, stepfather, stepchild, or domestic partner living in the immediate household of the unit member.

## **11.7 Jury Duty**

Unit members will be provided paid leave for jury duty service.

## **11.8 Industrial Accident or Illness Leave**

### **11.8.1 Eligibility**

A unit member who has sustained a job-related injury or illness shall report the injury or illness on the appropriate District form within 24 hours or as soon as physically practical.

To be eligible for industrial accident or illness leave a unit member claiming such leave shall be examined by a physician approved by the District industrial accident insurance carrier, or by his/her personal physician previously designated on a District form. The District's determination of eligibility for industrial accident or illness leave shall be subject to review by the Worker's Compensation Appeal Board, if challenged.

### **11.8.2 Sixty (60) Day Limit**

Allowable leave shall be for sixty (60) days during which school is in session, or when the unit member would otherwise be performing duties, in any one fiscal year for the same accident/illness.

### **11.8.3 Not Cumulative**

Allowable leave shall not be accumulated from year to year. Leave shall commence on the first day of absence.

### **11.8.4 Endorsement of Payment to District**

During the paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received. The District shall issue the unit member appropriate salary warrants.

### **11.8.5 Reduce for Worker's Compensation**

Industrial accident/illness leave shall be reduced by one day for each day of authorized absence regardless of any compensation award made under Worker's Compensation.

### **11.8.6 Travel Outside of the State**

Any unit member receiving benefits for industrial accident or illness may travel outside of the State of California for a period not to exceed thirty (30) days if approved by the

superintendent or his/her designee. The unit member shall file his/her request to travel with the superintendent stating the reasons for travel, departure date, location, mailing address and return date.

### **11.8.7 Extended Travel**

Travel outside of the state in excess of thirty (30) days may be approved by the superintendent if:

**a.** The unit member files with the superintendent a verification from a physician that travel outside of the state in excess of thirty (30) days is necessary for medical care or treatment, or

**b.** The unit member verifies that care can be provided more reasonably in the home of a relative or friend. In such a case, the District may require periodic verification by a physician that the unit member is still disabled and unable to work.

### **11.9 Conference Leave**

Employees may be granted by the superintendent paid leave to represent the District by attending professional meetings or conferences when such meetings will result in direct benefit to the District and the instructional program. Request for leave for the purpose of attending professional meetings and conferences shall be submitted to the District Office.

Expenses incurred by the unit members for attendance at such meetings or conferences shall be reimbursed subject to the superintendent's approval.

### **11.10 Other Leave Without Pay**

#### **11.10.1 Personal Leave**

Unit members may request a personal leave without pay. The request shall be made in writing and specify the time of the leave and reason and if possible, submitted no later than December 15 for the second semester or May 15 for the next year. Approval or denial of leave shall be made within two (2) days after the next Board Meeting. Leaves not to exceed one year may be granted for:

**a. Armed Service**

Service in the Armed Forces (including the National Guard) in fulfillment of obligations incurred under Federal or State laws

**b. Academic Study**

**c. Peace Corps/Military Base Teachers**

Service in the Peace Corps, foreign military teaching program or federally sponsored civil service related to teaching

**d. Personal Reasons**

**e. Other**

Request for leave not listed herein may be approved if the needs of the District can be met.

#### **11.10.2 Benefits While on Leave**

A unit member on leave may participate in the group benefits for the duration of leave provided he/she pays the full cost on a monthly basis in advance of the month provided.

**11.10.3 Salary Credit**

A unit member on leave without pay who provides service for a semester or more shall receive credit for salary schedule advancement effective midyear.

**11.10.4 Intent to Return**

A unit member on leave shall notify the superintendent in writing no later than April 1 of his/her intent to return the ensuing school year.

**11.10.5 Salary Deduction**

Deductions for leaves without pay shall be made at the daily rate of the annual contractual salary.

**11.10.6 Probationary/Temporary Teachers**

The board of trustees will not normally approve unpaid leaves of absence for probationary or temporary teachers.

**11.11 Leave for District Business**

When it is necessary for a unit member to give testimony for District business, the unit member shall be granted such paid release time as necessary.

**11.12 Family Care Leave**

**11.12.1 Definition**

A unit member shall be provided unpaid leave for up to 12 weeks within a 12 month period. Such leave shall be allowed for: birth or adoption of a child; to provide foster care to a child; serious health condition suffered by the unit member or by his/her spouse, parent or children.

**11.12.1.1 Types**

Leaves can be continuous, intermittent or accomplished through a reduced schedule.

**11.12.1.2 Notice**

Where possible, the unit member shall give the District at least thirty (30) days notice of a pending leave.

**11.12.1.3 Schedule**

The unit member shall make a reasonable effort to schedule any treatment at a time that does not unduly disrupt the District's operation.

**11.12.2 Benefits**

The District shall continue to provide fully paid health and welfare benefits during the period of leave.



**11.12.3 Restoration**

Upon return from leave, the unit member shall be restored to the same or similar position he/she held prior to the leave.

**11.13 Sabbatical Leaves**

The Board of Trustees, upon recommendation of the Superintendent, may permit members of the professional staff to take sabbatical leaves of absence for the purpose of self-improvement and which shall be of benefit to the school system through study, research, or travel.

**11.13.1** It shall be the responsibility of the Superintendent to develop criteria by which application for such leave may be evaluated in terms of whether such leave may be of benefit to the school system. Salary for a staff member on sabbatical leave shall be the difference between their regular salary, had they not taken the leave, and the salary paid on Column A, step 1.

**11.13.2** The Board of Education shall require each employee on such leave to post suitable bond indemnifying the District against loss in the event the employee fails to render at least two year's service to the District following the leave. Any time that requires or is allotted for exchange teaching can be counted for 7 years necessary for sabbatical leave.

## **Article 12 – TRANSFERS AND REASSIGNMENT PROCEDURES**

### **12.1 Definitions**

#### **12.1.1 Assignment**

The grade level or levels and subjects taught or services performed by a unit member at the particular site.

#### **12.1.2 Reassignment**

A change in assignment.

#### **12.1.3 Transfer**

A change which results in the movement of a unit member from the assignments held at a particular site to another site.

#### **12.1.4 Voluntary Transfer**

A transfer initiated by a unit member.

#### **12.1.5 Voluntary Reassignment**

A reassignment initiated by the unit member.

#### **12.1.6 Involuntary Transfer**

A transfer initiated by the District.

#### **12.1.7 Involuntary Reassignment**

A reassignment initiated by the District.

#### **12.1.8 Vacancy**

Any position which will require service for seventy-five percent (75%) or more of the school year, and will be filled by initial assignment, reassignment or transfer.

#### **12.1.9 Seniority**

The length of service in the bargaining unit.

### **12.2 Posting of Vacancies**

#### **12.2.1 Vacancy Posting, Next year**

A notice of all positions which are declared vacant shall be posted in the staff lounge at all District Sites. A copy of such notice shall be sent to the Association at the time of posting. The Association shall then inform unit members of said openings within twenty-four (24) hours of notification. All notices of vacancies shall be posted for not less than five (5) days. Vacant positions shall be posted regardless of transfers resulting from 12.3.

### **12.2.2 Qualifications**

All qualifications for a vacant position shall be stated in the notice of vacancy. The District retains the right to establish the relevant qualifications on a case-by-case basis. Such notice shall specify the final date for unit applications and the initial date of posting.

### **12.2.3 Transfers, Priority**

The criteria for selecting unit members for transfers shall be: certification of unit member, special requirements for a vacancy as shown on the job announcement, unit member's teaching experience in a subject matter, grade level, major/minor field of study, documented strengths or weaknesses, affirmative action requirements, seniority, current teaching experience at the site.

### **12.2.4 Posting, Next Year**

The District shall post anticipated vacancies for the succeeding school year beginning March 16.

## **12.3 Voluntary Transfer Procedures**

### **12.3.1 Annual Survey**

The principal is to conduct an annual survey of the staff to determine the preference, in order of priority, of each person's grade level and/or department assignment. This survey is to be completed by March 15 each year. The teacher is to indicate semester units and length of service in each of the designated areas of teaching preference. All preferences will be taken into consideration when filling vacant positions should a domino effect in positions occur.

### **12.3.2 Right to an Interview**

Unit members who have applied for vacancies shall be interviewed provided they meet the qualifications specified on the notice of vacancy and have submitted their annual survey prior to March 15.

### **12.3.3 Preference by Qualification**

Unit members who qualify under the criteria set forth in Article 12.2.2 above shall be interviewed and considered for a posted position prior to the interview and consideration of qualified non-unit applicants.

### **12.3.4 Seniority, Tie Breaker**

In the event candidates for a position are substantially equal based on the criteria specified in Section 12.2.2, the candidate with the greater seniority shall be selected.

### **12.3.5 Notice of Result**

When application is made for a voluntary transfer to take effect during the school year, the unit member shall be notified whether or not his/her application for voluntary transfer was accepted within ten (10) work days of the filing for the vacancy.

### **12.3.6 Notice, Next Year**

When application is made for a voluntary transfer to take effect at the beginning of the next school year, the unit member shall be notified whether or not his/her application for voluntary transfer was accepted by the last day of the school year or as soon thereafter as possible.

### **12.3.7 Reasons for Denial**

If a voluntary transfer is denied and the unit member requests reasons for the denial, the appropriate site administrator shall meet with the unit member to discuss the specific reasons.

### **12.3.8 Limits on Applying for Transfer**

Once a teacher requests, is granted, and accepts a transfer for the current or next school year, that teacher may not apply for new openings which might occur after August 1st for that school year.

## **12.4 Involuntary Transfer Procedures**

### **12.4.1 Seek Voluntary Transfer, First Preferences**

The District shall seek volunteers before involuntarily transferring a unit member to fill a vacancy unless such unit member is being transferred to improve his/her performance pursuant to **Article 12.4.2**. Unit members to be involuntarily transferred, other than those being transferred to improve performance pursuant to **Article 12.4.2**, shall have the right to indicate preferences in writing from a list of known vacancies. The superintendent designee shall honor such preferences, unless extenuating circumstances exist, in accordance with the criteria in **section 12.2.3**.

### **12.4.2 Reasons**

An involuntary transfer may be initiated by the District due to: changes in enrollment, school closure and openings, staffing shortages or surpluses within a school and/or department, specified instructional needs, or to improve performance as documented by evaluation(s). In a non-evaluation year other substantive documentation may be used to justify an involuntary transfer to improve performance.

### **12.4.3 Notice**

Written notice of an involuntary transfer, and specific reasons when requested by the unit member, shall be given to the unit member during a conference with the originator of said change prior to a final involuntary transfer. Five (5) days notice shall be given before the transfer takes effect.

### **12.4.4 Placement in Comparable Position**

Unit member(s) involuntarily transferred will be placed in open positions as comparable as possible to the previously held position as long as it does not unduly disrupt the master schedule.

#### **12.4.5 Creation of Vacancy**

No unit member shall be involuntarily transferred to create a vacancy for a unit member who will be transferred to improve performance.

### **12.5 Involuntary Reassignment**

#### **12.5.1 Notice Requirement**

Written notice of an involuntary reassignment, and specific reasons when requested by the unit member, shall be given to a unit member during a conference with the originator of said change prior to the involuntary reassignment.

**12.5.2 Unit members being involuntarily reassigned**, other than those being reassigned to improve his/her performance pursuant to **12.4.2**, shall have the right to indicate preferences in writing from a list of known vacancies. The site administrator shall honor such preference, unless extenuating circumstances exist, in accordance with the criteria in **12.2.3**.

#### **12.5.3 Reasons**

A reassignment may be initiated by the District due to: changes in enrollment; school closure and openings; staffing shortages or surpluses within a school and/or department; specified instructional needs; to improve performance as documented by evaluation(s). In a non-evaluation year other substantive documentation may be used to justify an involuntary reassignment to improve performance.

#### **12.5.4 Creation of Vacancy**

No unit member shall be involuntarily reassigned to create a vacancy for a unit member who will be reassigned to improve performance.

#### **12.5.5 Comparable Position**

Unit members being involuntarily reassigned shall be placed in open positions as comparable as possible to the previously held position.

### **12.6 Relocation Assistance**

#### **12.6.1 Moving Assistance**

Upon request, the unit member shall receive moving assistance from the District.

#### **12.6.2 Preparation Time for Move**

Upon request, the unit member shall receive reasonable preparation time of up to two (2) days for transfer and/or reassignment taking place after the first day of the school year.

#### **12.6.3 Relocation for New School**

**12.6.3.1** For unit members required to relocate to temporary classrooms in the Bayshore Elementary School District for more than 10 school days, the unit members shall be paid \$500 for the packing and unpacking required in the transition.

**12.6.3.2** When the new building opens, unit members shall receive an additional \$500 for packing and unpacking required in the transition to the new school site.

## **12.7 Split Grade Classes**

### **12.7.1 Two Consecutive Year Rule**

When possible, no teacher will be required to teach a split grade class more than two years in a row if a straight-grade class exists at either of the grades contained in the teacher's combination class. Affected teachers must request such a change in assignment in writing to the site administrator by May 1st. In such a situation, a straight-grade teacher may be assigned to the combination class.

### **12.7.2 Priority of Assignment**

If after a year in which no teacher at a grade level has had a combination class, but a combination class is scheduled for the next year, the principal will assign the teacher who has most recently taught a combination class to a straight-grade class.

### **12.7.3 Dispute Resolution**

Disputes about the interpretation of this provision, including special circumstances, will be resolved by a majority vote of a committee composed of the principal, one BTA member from the grade span taught (i.e. K-5, 6-8) and one BTA member from the other grade span (i.e. K-5, 6-8), selected by the BTA president.

### **12.7.5 When Openings Occur**

The unit and administrators agree to make all reasonable efforts to avoid having a teacher with fewer than three years of teaching experience in the grade configuration have a combination assignment during that teacher's first year in the district.

## **12.8 CERTIFICATED VACANCIES**

**Bargaining Unit Positions** – External applicants for positions within the BTA bargaining unit shall be interviewed by a committee that includes at least one (1) bargaining-unit member. The interview committee shall have the authority to provide the District with its recommendation(s).

**Administrative Positions** – The Board of Trustees shall establish a procedure for filling administrative vacancies that provides BTA bargaining-unit members an opportunity to provide meaningful input into any Board decision to fill an administrative vacancy.

## **12.9 YEAR LONG ASSIGNMENT**

**12.9.1** All members will be notified in writing of their teaching assignment for the upcoming year no later than the last day of school for the students.

**12.9.2** Any member who is involuntarily reassigned or transferred after the last day of school for the students is entitled to a per diem compensation equal to one day of substitute pay (see Appendix A) for up to three (3) days. Members must request this per diem compensation if applicable.

## **Article 13 - EARLY RETIREMENT PLAN**

**13.1** A Unit member voluntarily retiring before age 65 and not before age 55 may be allowed to contract with the District to render limited educational services as an independent contractor under the following conditions:

**13.1.1** Participant will submit a proposal outlining how the contracted services shall be of benefit to the district. The Board shall make a determination as to the necessity of said services, with input from the unit member, and reserves the right to deny the application for independent contractors' service.

**13.1.2** Participant was a certificated employee of the district for the equivalent of ten (10) years immediately preceding resignation and retirement.

**13.1.3** After retiring, the former certificated employee, as an independent contractor, shall render thirty (30), eight (8) hour days of service per contract year (240) hours total. The district shall pay the contractor four (4) thousand dollars per contract year and pay for the same health and welfare policies previously held by the early retiree as an employee of the district during the terms of this agreement.

**13.1.4** The contractor shall contract to provide such services for the period of one year. The district reserves the right to renew the contract annually, at the discretion of the district, for the period of five (5) consecutive years (the initial year plus 4) consecutive years of renewal). However, no contract will be initiated or renewed after the contractor reaches the age of 65.

**13.1.5** A former employee who contracts to provide services under this agreement may not return to regular full-time employment in this district.

**13.1.6** Any expenses incurred by the contractor during the course of work, which are requested by the district, shall be paid by the district.

## **Article 14 - FULL-TIME RETIREMENT CREDIT FOR REDUCED SERVICES**

**14.1** Unit members shall be allowed to reduce their workload from full-time to part-time duties, with full-time retirement credit, under the following conditions:

**14.1.1** The reduction of the unit member's workload shall be voluntary on the part of the unit member and the district.

**14.1.2** The unit member must have rendered ten (10) years or more of full-time service in the district in a position requiring certification, and must have been employed full-time in such a position for each of the five (5) years immediately preceding entrance into part-time service.

**14.1.3** The unit member must have been employed in a position with a salary range no higher than that of a school principal for each of the three (3) years immediately preceding entrance into part-time employment.

**14.1.4** The unit member must be at least 55 years of age at the beginning of the school year or term in which part-time employment begins, and may not continue in either part-time or full-time employment beyond the year in which they reach age 65.

**14.1.5** The reduced workload must be based on a full year or term, and the minimum compensation paid or time worked must be equal to no less than one-half time. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the member's contract of employment during their final year of service in a full-time position.

**14.1.6** The days of sick leave allowed for full-time employment shall be reduced in the same proportion as employment is reduced. District contributions for health, vision and dental plans shall also be reduced proportionally.

**14.1.7** The unit member and the district shall contribute to the State Unit members' Retirement System the amount that would be required if employment had continued to be full-time. Such contributions shall be made on a monthly basis regardless of the time during the year when part-time services are actually rendered.

**14.1.8** The reduction of each unit member's workload must be approved by the Superintendent on an individual basis, after a determination has been made that the reduction is in the best interests of the district and can be accomplished without significant disruption of ongoing programs or services.

**14.1.9** The part-time duties shall be rendered in such assignments and at such times during each year as are mutually agreed to by the unit member and the district. When mutual agreement cannot be reached prior to the start of a school year (July 1), the employee shall continue in or return to full-time employment.



**14.1.10** Prior to the start of each school year (July 1), the unit member shall sign a contract of agreement setting forth these conditions and such other details as may be necessary to insure a mutually satisfactory understanding on the part of the unit member and the district of the services to be rendered and the times at which they are to be performed.

## **Article 15 – PERSONAL AND ACADEMIC FREEDOM**

### **15.1 Fair and Accurate Instruction, Unfettered by District**

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

#### **15.1.1 Relevant Material**

Unit members shall have reasonable freedom in the classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.

#### **15.1.2 No Indoctrination**

In performing teaching functions, unit members shall have reasonable freedom to express their opinions, on all matters relevant to the course content, in an objective manner. A unit member shall not use his/her position to indoctrinate students with his/her own personal, political and/or religious views.

### **15.2 Privacy in Personal Lives**

The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it interferes with the unit member's effectiveness in performing his/her assigned duties.

## **Article 16 – PERSONNEL FILE PROCEDURES**

### **16.1 Only One File**

There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.

### **16.2 Available for Review by Member**

Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection shall be limited to ratings, reports or records which were obtained prior to the employment of the unit member involved; were prepared by identifiable examination committee members, or; were obtained in connection with a promotional examination.

Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request.

### **16.3 Derogatory Material, Final Disposition**

Information of a derogatory nature shall not be entered or filed and shall not become final until the time line for filing a grievance has lapsed, or; the material has been sustained by the grievance process.

### **16.4 Derogatory Material, Right to Attach Response**

Information of a derogatory nature, except material excluded in accordance with Article 15.2, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and if necessary the unit member shall be released from duty for this purpose without salary reduction.

### **16.5 Placement of Materials, Procedure**

All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

### **16.6 Access to Files, Log**

Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from either the superintendent or personnel officer. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have made a request to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or his/her authorized Association representative.

## **Article 17 – JUST CAUSE/DUE PROCESS RIGHTS**

### **17.1 District’s Right to Discipline**

The District may discipline a unit member only for just cause.

### **17.2 Progressive Discipline**

The following progressive discipline procedures shall be applied except where the serious nature of the offense may require the District to directly impose a written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article 6 of the Agreement.

#### **17.2.1 Verbal Counseling/Warning**

Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum shall not be placed in the unit member’s personnel file.

#### **17.2.2 Written Warning**

Subject to Article 17.2.1 above, written warnings shall not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings shall not be placed in the unit member’s file.

#### **17.2.3 Written Reprimand**

Subject to Article 17.2.1 above, written reprimands shall not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member’s personnel file.

#### **17.2.4 Suspension Without Pay**

Subject to Article 17.2.1 above, suspension shall not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member shall be suspended more than fifteen (15) working during a school year. In all instances, however, the length of a suspension shall relate to the severity of the action and/or suspension history of the unit member.

### **17.3 Notice**

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

#### **17.3.1 Specific Acts/Omissions**

A statement of the specific acts or omissions upon which the action is based;

#### **17.3.2 Cause**

A statement of the cause(s) for which action is recommended;

### **17.3.3 Ed Code/Policy**

Where applicable, the Education Code section, policy, rule, regulation, or directive violated;

### **17.3.4 Proposed Penalty**

Penalty proposed and effective date;

### **17.3.5 Copies of Documentary Evidence**

Copies of the documentary evidence upon which the recommendation is based;

### **17.3.6 Notice of Right to Challenge**

A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of **Article 6** of this Agreement subject to **Article 17.5** below.

## **17.4 Notice After Action Has Been Taken**

In the event a unit member is removed from his/her position without advance notice a notice conforming to the specifications set forth above shall be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position.

## **17.5 Arbitration**

### **17.5.1 Right to Appeal**

Only suspension without pay may be appealed to arbitration under the grievance procedure in Article 7 of the Agreement commencing with Section 7.2.4. If timely appealed, the penalty shall not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At the arbitration, documentation supporting the suspension, including written reprimands, may be subject to review by the arbitrator.

### **17.5.2 Request for Arbitration**

The unit member must request arbitration by delivering written notice of appeal to the superintendent within ten (10) working days after receipt of the notice of suspension or written reprimand. If the unit member does not demand arbitration within the above timeline, the suspension without pay may be imposed immediately by the superintendent or designee.

## **17.6 Confidentiality**

All information or proceedings regarding any actions or proposed actions pursuant to this Article shall be kept confidential by the parties to the extent permitted by law.

### **17.7 Supersedes Ed Code 44944**

This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but shall not apply to suspension pursuant to Education Code Sections 44939, 44940 or 44942.

### **17.8 Restriction on Use of Complaints**

No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents and/or citizens unless the following procedures have been followed:

#### **17.8.1 Report to Unit Member**

Any student, parent or citizen complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint, within five (5) days of receipt, if the complaint may be used against the unit member.

#### **17.8.2 Meeting**

Should the involved unit member or the immediate supervisor believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, a BTA representative may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall not be used by the District in any evaluation or disciplinary action against the unit member.

#### **17.8.3 Reduce to Writing**

If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put the complaint in writing and submit the original to the unit member, with a copy to the unit member's immediate supervisor. The unit member shall be given time during the non-student contact time, without salary deduction, to review the complaint. If a unit member believes the complaint is false and/or based on hearsay, and the District decides a record should be maintained, a grievance may be initiated to determine the validity of such complaint. If no written complaint is received, the matter shall be dropped.

### **17.9 Unsubstantiated Complaints**

Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure, shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

## **Article 18 – PEER ASSISTANCE AND REVIEW (PAR) PROGRAM**

The PAR program shall be implemented by July 1, 2000.

### **18.1 DEFINITIONS**

**18.1.1** Joint Panel serves as the governing body of the PAR program.

**18.1.2** Consulting Teacher is a teacher who provides assistance to a Referred Participating Teacher (RPT) or a Voluntary Participating Teacher (VPT) pursuant to the PAR program.

**18.1.3** Referred Participating Teacher (RPT) is a teacher with permanent Status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of the teaching performance as a result of an unsatisfactory evaluation.

**18.1.4** Voluntary Participating Teacher (VPT) is a teacher who volunteers to participate in the PAR program.

### **18.2 JOINT PANEL**

**18.2.1** A peer review panel shall be established and comprised of one teacher from each school and one administrator.

#### **18.2.2 Selection**

**18.2.2.1** The Association shall choose the teachers by secret ballot.

**18.2.2.2** The panel members shall be chosen no later than Sept. 30.

**18.2.2.3** All terms shall be for two years. Initially one teacher member shall serve 3 years and one teacher member serves 2 years. All subsequent terms shall be two years.

**18.2.2.4** Panel members may be reelected, but may not serve consecutive terms.

#### **18.2.3 Responsibilities**

**18.2.3.1** The panel shall meet at least two times per year and as necessary.

**18.2.3.2** The panel shall adopt rules and procedures to effect the provisions of the agreement.

**18.2.3.3** The panel shall select from the applicants by a majority vote, the consulting teacher(s), as determined by need.

**18.2.3.4** The panel shall review reports submitted by the consulting teacher, and make any necessary recommendations to the Governing Board.

**18.2.3.5** The panel shall annually evaluate the program and submit to the Association and the District any suggestions for improvements of the PAR program.

**18.2.3.6** The panel shall ensure that all proceedings and materials related to evaluation reports and other personnel matters shall be strictly confidential.

#### **18.2.4 Training**

**18.2.4.1** The panel shall provide the necessary training for the PAR program.

**18.2.4.2** Panel members and consulting teacher shall, be provided release time for training regarding respective duties, if necessary, and any, classroom observations required.

**18.2.5** Compensation panel members shall be paid a stipend of \$30 per hour.

### **18.3 CONSULTING TEACHER**

#### **18.3.1 Selection**

**18.3.1.1** The consulting teacher must be a permanent classroom teacher.

**18.3.1.2** The consulting teacher must possess substantial recent classroom instruction experience.

**18.3.1.3** The consulting teacher will have a current satisfactory evaluation, indicating strong performance.

**18.3.1.4** A candidate for the consulting teacher must submit an application to the Joint Panel no later than October 31.

#### **18.3.2 Responsibilities**

**18.3.2.1** The consulting teacher provides assistance to a participating teacher pursuant to the PAR program.

**18.3.2.2** The consulting teacher shall prepare at least two peer review reports and a final summary report on any RPT.



**18.3.2.3** The consulting teacher shall be provided release time to observe any RPT.

**18.3.2.4** The consulting teacher will:

- ◆ Meet at least monthly with the RPT for observation/discussions;
- ◆ Maintain a written log of contacts and specific support give to each RPT;
- ◆ Document all observations, visitations and meetings with RPT;
- ◆ Provide written summary of assistance for each RPT to the Joint Panel by May 15
- ◆ Meet at least monthly with the VPT for observation/discussion but only maintain a written log of contacts.

### **18.3.3 Training**

**18.3.3.1** The consulting teacher shall be provided release time for training, if needed.

### **18.3.4 Compensation:**

**18.3.4.1** The consulting teacher shall be paid a stipend of \$4500 for work with RPT and \$3500 for work with VPT, subject to level of funding of the PAR Program.

**18.3.4.2** The consulting teacher shall be provided with a budget of \$300 per VPT or \$500 per RPT.

## **18.4 REFERRED PARTICIPATING TEACHER (RPT)**

**18.4.1** A referred participating teacher shall be provided

**18.4.1.1** Clearly written performance goals by the evaluator which are aligned with the Stull Act and the California Teaching Standards;

**18.4.1.2** The names of consulting teachers and may state a preference or seek a consulting teacher from outside the district if approved by the joint panel.

**18.4.1.3** Multiple observations by a consulting teacher;

**18.4.1.4** Reasonable training and other support as needed; and

**18.4.1.5** The right to have representation at all conferences and meetings submit a written response to any report within ten days and have it attached to any written report by the consulting teacher, and to request a meeting with the joint panel.

## **18.5 VOLUNTARY PARTICIPATING TEACHER (VPT)**

**18.5.1** Any teacher may volunteer to participate in the PAR program.

**18.5.2** All communication between a consulting teacher and a voluntary participating teacher shall be confidential, and without the consent of the VPT shall not be shared with others, including administrators, evaluators, or the joint panel.

## **18.6 MISCELLANEOUS**

**18.6.1** The Association and the District shall jointly monitor the development and the implementation of this program and review the program at the final yearly meeting of the joint panel.

**18.6.2** If there are no referred or voluntary participating teachers, the joint panel will solicit applications for projects that will directly benefit classroom instruction.

**18.6.3** This article shall be in compliance with the Education Code requirement covering Peer Assistance and Review programs based upon legislative modification or deletion of the PAR program, the Association and the District agree to negotiate the effects' of these actions.

## **Article 19 – MISCELLEANOUS**

### **19.1 Effect of Agreement - Conflicts**

If provisions of this agreement conflict with District policy or practices, the provisions contained in this agreement shall prevail over District policies and practices.

### **19.2 Savings**

**19.2.1** If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

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

### **19.3 Distance Learning**

**19.3.1** In the event that in-person learning is not possible due to an environmental or public health emergency (except in which the physical structure of the school site building is unsafe, i.e. earthquakes), both parties agree to meet within 3 hours of the decision to close the school site for in-person learning to negotiate the manner of distance learning, in accordance with any related guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and San Mateo Public Health.

**19.3.2** The District agrees to notify all unit members of the in-person school closure prior to notifying the student body and parent/guardians. If the notification occurs after 3pm on a work day or on a weekend, the District will contact members by phone or text message.

## **Article 20 – DURATION OF AGREEMENT**

**20.1** This agreement expires on June 30, 2024. Openers on the following articles will be available on a yearly basis:

- Article 7
- Article 9
- Article 19

## APPENDICES

Appendix A – Salary Schedule	
Appendix B – Evaluation Forms	
Appendix C – Absence Form	
Appendix D – Work Year Calendar	
Appendix E – Health Coverage	
Appendix F – Workman’s Compensation Forms	

<b>Appendix A – Salary Schedule</b>	
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Steps	A		B		Longevity	C		Longevity	D		Longevity	E		Longevity
	BA	One time 2%	BA + Teaching Credential	One time 2%		BA + Teaching Credential + 45	One time 2%		BA + Teaching Credential + 60	One time 2%		BA + Teaching Credential + 75	One time 2%	
1	\$58,426.62	\$1,145.62	\$61,581.65	\$1,207.48		\$61,584.41	\$1,207.54		\$63,824.69	\$1,251.46		\$67,277.31	\$1,319.16	
2	\$58,429.23	\$1,145.67	\$61,584.41	\$1,207.54		\$63,563.23	\$1,246.34		\$67,015.86	\$1,314.04		\$70,465.73	\$1,381.68	
3	\$59,635.36	\$1,169.32	\$62,855.66	\$1,232.46		\$66,281.30	\$1,299.63		\$69,709.66	\$1,366.86		\$73,085.48	\$1,433.05	
4	\$62,635.27	\$1,228.14	\$66,017.58	\$1,294.46		\$69,447.31	\$1,361.71		\$72,877.04	\$1,428.96		\$76,304.04	\$1,496.16	
5			\$69,186.32	\$1,356.59		\$72,614.69	\$1,423.82		\$76,043.06	\$1,491.04		\$79,470.06	\$1,558.24	
6			\$72,350.97	\$1,418.65		\$75,779.34	\$1,485.87		\$79,209.07	\$1,553.12		\$82,636.07	\$1,620.32	
7			\$75,519.71	\$1,480.78		\$78,948.08	\$1,548.00		\$82,376.45	\$1,615.22		\$85,803.45	\$1,682.42	
8			\$78,684.36	\$1,542.83		\$82,112.73	\$1,610.05		\$85,542.46	\$1,677.30		\$88,969.46	\$1,744.50	
9			\$81,851.74	\$1,604.94		\$85,280.11	\$1,672.16		\$88,709.84	\$1,739.41		\$92,135.47	\$1,806.58	
10			\$85,017.75	\$1,667.01		\$88,446.12	\$1,734.24		\$91,874.48	\$1,801.46		\$95,302.85	\$1,868.68	
11			\$88,182.40	\$1,729.07		\$91,612.13	\$1,796.32		\$95,040.50	\$1,863.54		\$98,468.86	\$1,930.76	
12			\$91,351.14	\$1,791.20		\$94,779.51	\$1,858.42		\$98,207.88	\$1,925.64		\$101,634.88	\$1,992.84	
13			\$94,625.10	\$1,855.39		\$98,053.47	\$1,922.62		\$101,481.84	\$1,989.84		\$104,908.84	\$2,057.04	
14			\$94,625.10	\$1,855.39	\$2,838.75	\$98,053.47	\$1,922.62	\$2,941.60	\$101,481.84	\$1,989.84	\$3,044.46	\$104,908.84	\$2,057.04	\$3,147.27
15			\$94,625.10	\$1,855.39	\$2,838.75	\$98,053.47	\$1,922.62	\$2,941.60	\$101,481.84	\$1,989.84	\$3,044.46	\$104,908.84	\$2,057.04	\$3,147.27
16			\$94,625.10	\$1,855.39	\$2,838.75	\$98,053.47	\$1,922.62	\$2,941.60	\$101,481.84	\$1,989.84	\$3,044.46	\$104,908.84	\$2,057.04	\$3,147.27
17			\$97,899.06	\$1,919.59	\$3,915.96	\$101,327.43	\$1,986.81	\$4,053.10	\$104,755.80	\$2,054.04	\$4,190.23	\$108,182.80	\$2,121.23	\$4,327.31
18			\$97,899.06	\$1,919.59	\$3,915.96	\$101,327.43	\$1,986.81	\$4,053.10	\$104,755.80	\$2,054.04	\$4,190.23	\$108,182.80	\$2,121.23	\$4,327.31
19			\$97,899.06	\$1,919.59	\$3,915.96	\$101,327.43	\$1,986.81	\$4,053.10	\$104,755.80	\$2,054.04	\$4,190.23	\$108,182.80	\$2,121.23	\$4,327.31
20			\$97,899.06	\$1,919.59	\$4,894.95	\$101,327.43	\$1,986.81	\$5,066.37	\$104,755.80	\$2,054.04	\$5,237.79	\$108,182.80	\$2,121.23	\$5,409.14
21			\$101,173.02	\$1,983.78	\$5,058.65	\$104,601.39	\$2,051.01	\$5,230.07	\$108,029.76	\$2,118.23	\$5,401.49	\$111,456.76	\$2,185.43	\$5,572.84
22			\$101,173.02	\$1,983.78	\$5,058.65	\$104,601.39	\$2,051.01	\$5,230.07	\$108,029.76	\$2,118.23	\$5,401.49	\$111,456.76	\$2,185.43	\$5,572.84
23			\$101,173.02	\$1,983.78	\$6,070.38	\$104,601.39	\$2,051.01	\$6,276.08	\$108,029.76	\$2,118.23	\$6,481.79	\$111,456.76	\$2,185.43	\$6,687.41
24			\$101,173.02	\$1,983.78	\$6,070.38	\$104,601.39	\$2,051.01	\$6,276.08	\$108,029.76	\$2,118.23	\$6,481.79	\$111,456.76	\$2,185.43	\$6,687.41
25			\$104,446.98	\$2,047.98	\$6,266.82	\$107,875.35	\$2,115.20	\$6,472.52	\$111,303.72	\$2,182.43	\$6,678.22	\$114,730.72	\$2,249.62	\$6,883.84
26			\$104,446.98	\$2,047.98	\$7,311.29	\$107,875.35	\$2,115.20	\$7,551.27	\$111,303.72	\$2,182.43	\$7,791.26	\$114,730.72	\$2,249.62	\$8,031.15
27			\$104,446.98	\$2,047.98	\$7,311.29	\$107,875.35	\$2,115.20	\$7,551.27	\$111,303.72	\$2,182.43	\$7,791.26	\$114,730.72	\$2,249.62	\$8,031.15
28			\$104,446.98	\$2,047.98	\$7,311.29	\$107,875.35	\$2,115.20	\$7,551.27	\$111,303.72	\$2,182.43	\$7,791.26	\$114,730.72	\$2,249.62	\$8,031.15
29			\$104,446.98	\$2,047.98	\$10,444.70	\$107,875.35	\$2,115.20	\$10,787.54	\$111,303.72	\$2,182.43	\$11,130.37	\$114,730.72	\$2,249.62	\$11,473.07

Notes:

- Minimum Salary: \$58,426.62
- Workdays 185 (2nd year and beyond) or 187 (first year teachers)
- Longevity Stipends: After 8 consecutive years of service in Bayshore; 3% at step 14, 4% at step 17, 5% at step 20, 6% at step 23, 7% at step 26, and 10% at step 29 and beyond. Longevity Stipend is added each year after Annual Step Increase for the 14th step and beyond. Longevity Stipends are not added to the base salary for salary raise calculations.
- CTA endorsed disability provided by district
- Provide parental leave per Article 11 (Child Bonding Time)
- HW of resigned/terminated employees at June 30 will be carried by the district to Sept. 30.
- Substitutes are paid \$175 for full-day service and \$200 per full-day service after 20 continuous days for the same teacher
- District employees at 0.5 FTE & over are entitled to a district contribution towards medical, dental, & vision insurance premiums for themselves and dependents based on Article 10.1.2.
- Masters Degree: \$2,000
- National Board Certification: \$1,500
- Doctorate: \$1,500
- Lead Teacher: \$1,250
- Ancillary Work requests per article 9.10: \$50
- Yearbook Production: \$1,000

Adopted: August 10, 2021

<b>Appendix B – Evaluation Forms</b>	
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BAYSHORE ELEMENTARY SCHOOL DISTRICT

Formal Observation

Pre-Conference Form

Teacher's Name: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_

Observation Date: \_\_\_\_\_ Pre-Conference Date: \_\_\_\_\_

**Please bring this completed form to your pre-conference**

1. Please Circle all that apply:

Language Arts

Math

Social Studies

Science

2. Goals addressed in this lesson:

a. District Goal: By June 2014, I will elevate my ability to provide high quality writing instruction by implementing the CCSS for writing.

b. School Goal:

c. Teacher Goal:

3. Please list the CA-CCSS you will address through this lesson:

4. Please list the teaching standard(s) (CSTP) you would like feedback on related to this lesson:

5. Describe the instructional techniques and strategies you will use. (Explain what will happen in this lesson.)

6. How will you address individual needs?

7. How will you assess the students' progress?

8. What are your plans for connecting this lesson to future learning opportunities:

9. Please list any additional comments, questions, or concerns.

**BAYSHORE ELEMENTARY SCHOOL DISTRICT**  
Evaluation Form

<b>Name:</b>	<b>School: Bayshore Elementary</b>
<b>Grade/Subject:</b>	<b>Date:</b>

- 4 – Experienced Practice that Exemplifies Standard      3 – Meets Standard  
 2 – Progress Toward Standard is Evident                      1 – Practice Not Consistent with Standard Expectations

**CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION**

**STANDARD 1:  
ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING**

- Connecting students' prior knowledge, life experience and interest with learning goals
- Using a variety of instructional strategies and resources to respond to students' diverse needs
- Facilitating learning experiences that promote autonomy, interaction, and choice
- Engaging students in problem solving , critical thinking, and other activities that make subject matter meaningful
- Promoting self-directed, reflective learning for all students

4	3	2	1

**Commendations / Recommendations:**

**STANDARD 2:  
CREATING & MAINTAINING EFFECTIVE  
ENVIROMENTS FOR STUDENT LEARNING**

- Creating a physical environment that engages the students
- Establishing a climate that promotes fairness and respect
- Promoting social development and responsibility
- Establishing and maintaining standards for student behavior
- Planning and implementing procedures and routines that support student learning
- Using instructional time effectively

4	3	2	1

**Commendations / Recommendations:**

**STANDARD 3:  
UNDERSTANDING & ORGANIZING SUBJECT MATTER  
FOR STUDENT LEARNING**

- Demonstrating knowledge of subject matter content and student development
- Organizing curriculum to support student understanding of subject matter
- Interrelating ideas and information within and across subject matter areas
- Developing Student understanding through instructional strategies that are appropriate to the subject matter

4	3	2	1

**Commendations / Recommendations:**

**STANDARD 4:  
PLANNING INSTRUCTION & DESIGNING LEARNING  
EXPERIENCES FOR ALL STUDENT**

- Drawing on and valuing students' backgrounds, interest, and developmental learning needs
- Establishing and articulating goals for student learning
- Developing and sequencing instructional activities and materials for student learning
- Designing short-term and long-term plans to foster student learning
- Modifying instructional plans to adjust for students needs

4	3	2	1

**Commendations / Recommendations:**

**STANDARD 5:  
ASSESSING STUDENT LEARNING**

- Establishing and communicating learning goals for all students
- Collecting and using multiple sources of information to assess student learning
- Involving and guiding students in assessing their own learning
- Using the results of assessments to guide instruction
- Communicating with students, families, and other audiences about student progress

4	3	2	1

**Commendations / Recommendations:**

**STANDARD 6:  
DEVELOPING AS A PROFESSIONAL EDUCATOR**

- Reflecting on teaching practice and planning professional development
- Establishing professional goals and pursuing opportunities to grow professionally
- Working with communities to improve professional practice
- Working with families to improve professional practice
- Working with Colleagues to improve professional practice

4	3	2	1

**Commendations / Recommendations:**

**CLASSROOM ENVIRONMENT**

- Writes and posts procedures for regular classroom routines
- Posts daily agenda and addresses it with students
- Builds positive relationship with students and seeks to understand student behavior before making evaluative judgments
- Maintains attractive, uncluttered and physically comfortable classroom in which students' academic and creative work is displayed
- Promotes a classroom in which teacher and students demonstrate mutual respect for all cultural, ethnic, and other groups
- Addresses the needs of individual students

4	3	2	1

**Commendations / Recommendations:**

**MEANINGFUL CONTENT  
(2<sup>nd</sup> year teacher and beyond)**

- Uses a variety of instructional strategies and practices, including: multiple intelligences, collaborative groups, student choice, movement, problem/project –based learning, and graphic organizers (including a wall display of conceptual units)
- Demonstrates continual growth toward including key points in his/her instruction
- Delivers well-organized, sequential and differentiated lessons
- Displays yearlong plan/theme (which is a work in progress) prominently on the wall for both students and teachers, and serves as the framework for content development
- Uses content of theme as an organizer for applying skills

4	3	2	1

**Commendations / Recommendations:**

**IMMEDIATE FEEDBACK**

- Facilitates student-centered assessment in which students engage in self-assessment and reflection
- Develops rubrics to assess student work

4	3	2	1

**Commendations / Recommendations:**

Bayshore Elementary School District  
Evaluation Subcommittee

Pilot Process Proposal  
2021-2022

Evaluation Component	Timeline
Pre-test/Self-evaluation	Prior to September 30, 2021
Teacher chooses one element from CSTP to focus for year. Supervisor chooses a 2 <sup>nd</sup> .	Prior to September 30, 2021
Meet with supervisor Set goals Discuss types of artifacts to collect	By October 15, 2021
Supervisor observes (observations are formative in nature as related to goals)	Prior to end of 1 <sup>st</sup> trimester (November 5, 2021)
Check in at 2 <sup>nd</sup> trimester (formative in nature)	Prior to end of 2 <sup>nd</sup> trimester (March 11, 2022)
Supervisor observes (observations are formative in nature as related to goals)	Prior to end of 2 <sup>nd</sup> trimester (March 11, 2022)
Check in at 2 <sup>nd</sup> trimester (formative in nature)	Within 2 weeks of close of 2 <sup>nd</sup> trimester (March 11, 2022)
Supervisor observes formal full lesson	Anytime between March 11, 2022 and April 30, 2022.
Final meeting Post self-evaluation with artifacts Supervisor completes formal form	By May 24, 2022.

Draft Formal Evaluation Components (Note – a formal evaluation is not based on two individual evaluations.)

1. Self-Assessment (pre-assessment): Rate oneself's teaching practice using the Framework for Teaching and Learning Rubric.
2. Meet with supervisor and choose/write two (2) SMART goals related to Framework for Teaching and Learning.
  - a. Teacher chooses one component
  - b. Supervisor chooses one component
3. Observations: Expect unannounced, informal observations (seeking evidence of Smart Goal in action) followed by formative, informal feedback via scheduled mini conference or in writing.
  - a. Informal walkthroughs
  - b. Formal walkthroughs
4. Schedule a formal observation.
5. Self-Assessment (post-assessment): Rate oneself's teaching practice using the Framework for Teaching and Learning Rubric.
6. Evaluator finishes formative assessment (using Rubric).
7. Schedule a final formal conference. Teacher shares final post-assessment on rubric, and evaluator shares "overall" evaluation. If there are discrepancies, dialogue can occur during this formal conference to determine a final overall score. Rubric scores can be modified for the overall score at this time by either party. Final score is placed in teacher file.

**Bayshore Elementary School District  
Teacher Evaluation Form**

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

School: \_\_\_\_\_ School Year: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Title: \_\_\_\_\_

The Bayshore Elementary School District Teacher Evaluation is based on the following:

1. Self-Assessment
2. Observations
  - a. Informal walkthroughs
  - b. Formal walkthroughs
  - c. Formal Full Lesson
3. Collection of Artifacts
4. CSTPs outside of classroom

Goal Setting Conference (by October 15): \_\_\_\_\_

1<sup>st</sup> Trimester Check-in #1 (by November 5): \_\_\_\_\_

2<sup>nd</sup> Trimester Check-in # 2 (by March 11): \_\_\_\_\_

Formal Lesson Observation (March 11 – April 30): \_\_\_\_\_

Final Meeting (by May 14): \_\_\_\_\_

The Bayshore Elementary School District believes that all students can and do learn. The evaluation framework believes that evaluations are meant to support growth along with measurement. The rubric statements reflect the core principle that Student Learning is at the heart of teaching. Additionally they were designed to reflect the National Standards for the Teaching Profession and the California Standards for the Teaching Profession:

- Teachers are committed to students and their learning
- Teachers know the subjects they teach and how to teach those subjects to students
- Teachers are responsible for managing and monitoring student learning
- Teachers think systematically about their practice and learn from experience
- Teachers are members of learning communities

The Committee identified four (4) components for teaching and learning and five (5) overarching performance standards for effective teaching as can be seen in the rubric. This scale is adapted from Robert J. Marzano (2011).

<b>Components for Teaching and Learning</b>	<b>Performance Standards:</b>
Plan	<b>Innovating:</b> Adapts and creates new strategies for unique student needs and situations.
Teach	<b>Applying:</b> Engages students in the strategy and monitors the extent to which it produces the desired outcomes.
Student Learning	<b>Developing:</b> Engages students in the strategy with no significant errors or omissions.
Professional Learning	<b>Beginning:</b> Uses strategy incorrectly or with parts missing.
	<b>Not Using:</b> Strategy called for but not exhibited.

## **Framework for Teaching and Learning**

### **1. PLAN**

- 1.1. Develops lessons based on students' prior knowledge and understanding.
- 1.2. Differentiates and modifies lesson planning to meet students' diverse needs.
- 1.3. Sets high expectations for all students.
- 1.4. Organizes and maintains a safe, responsible, and respectful learning environment.
- 1.5. Plans, develops, and presents lessons and assessments that are based on district adopted curriculum and the California standards.

### **2. TEACH**

- 2.1. Demonstrates knowledge of subject matter content, academic, standards, and curriculum frameworks.
- 2.2. Uses a variety of resources and tools to emphasize the teaching of standards.
- 2.3. Engages students at all learning levels in rigorous work.
- 2.4. Using assessment in learning: collects, analyses, and uses data to plan and deliver instruction.
- 2.5. Develops and implements effective classroom management procedures.

### **3. STUDENT LEARNING**

- 3.1. Students are empowered to be self-reflective, set individual learning goals, and articulate goals with others.
- 3.2. Students demonstrate growth and mastery on multiple measures across all curricular and extra-curricular areas and make appropriate adjustments.

### **4. PROFESSIONAL LEARNING**

- 4.1. Reflects on and refines teaching practice to support student learning.
- 4.2. Demonstrates commitment to continuous professional growth.
- 4.3. Is receptive to collaborating with colleagues by receiving and giving feedback to promote high-level teaching and learning.
- 4.4. Communicates effectively with all students, families, staff, and/or volunteers.
- 4.5. Models personal and professional ethics including honesty, integrity, fair treatment, and respect for others.



Plan

The Teacher:	Innovating (4)	Applying (3)	Developing (2)	Beginning (1)	Not Using (0)
<p>1.1 Develops lessons based on students' prior knowledge and understanding.</p> <p><b>CSTP:</b> 1.1, 1.2, 1.4, 1.5, 2.3, 3.2, 3.4, 4.1, 4.3, 4.5</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Creates and designs lessons such that each part of the lesson significantly moves students towards mastery of the objective.</li> <li><input type="checkbox"/> Ensures that students can authentically explain what and why they are learning, beyond simply repeating the teacher's explanation.</li> <li><input type="checkbox"/> Connects teaching to student background, prior knowledge, interest, and real world contexts.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Creates and designs lessons that are organized and contain the following components:               <ul style="list-style-type: none"> <li>o specific</li> <li>o measurable</li> <li>o standards-based</li> </ul> </li> <li><input type="checkbox"/> Selects strategies, resources and activities that will effectively help students achieve the intended (stated) objective.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Plans lessons that are minimally organized and/or miss one or more of the following components:               <ul style="list-style-type: none"> <li>o specific</li> <li>o measurable</li> <li>o standards-based</li> </ul> </li> <li><input type="checkbox"/> Selects strategies, resources, and activities that are inconsistently effective in helping students achieve the intended (stated) objective.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Uses lessons that lack organization and/or miss more than one of the following components:               <ul style="list-style-type: none"> <li><input type="checkbox"/> specific</li> <li><input type="checkbox"/> measurable</li> <li><input type="checkbox"/> standards-based</li> </ul> </li> <li><input type="checkbox"/> Rarely selects strategies, resources and activities that will effectively help students achieve the intended (stated) objective.</li> </ul>	
<p>1.2 Differentiates and modifies lesson planning to meet students' <i>diverse</i> needs.</p> <p><b>CSTP:</b> 1.1, 1.2, 1.4, 1.5, 2.1, 3.2, 3.3, 3.4, 3.5, 4.1, 4.3, 4.4, 4.5,</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies and incorporates multiple strategies to fully engage all students and to differentiate daily lessons according to the learning needs of all students.</li> <li><input type="checkbox"/> Consistently provides a variety of differentiated supports and challenges to promote higher level thinking and learning.</li> <li><input type="checkbox"/> Incorporates higher level thinking skills.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Plans differentiated instruction targeted to meet individual and group learning needs.</li> <li><input type="checkbox"/> Provides differentiated supports and challenges to promote higher-level thinking and learning.</li> <li><input type="checkbox"/> Strategically uses formal and informal data to support student learning and language needs.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Makes adjustments and adaptations to differentiate instructional plans according to the needs of some students and levels of mastery.</li> <li><input type="checkbox"/> Provides some differentiation to support comprehensive student learning.</li> <li><input type="checkbox"/> Attempts to use formal and informal data to support student learning and language needs.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Implements lessons without regard for students' needs and levels of mastery.</li> <li><input type="checkbox"/> Rarely or never provides differentiated supports.</li> <li><input type="checkbox"/> Ineffectively uses formal and informal data to support student learning and language needs.</li> </ul>	

<p>1.3 Sets high expectations for all students.</p> <p>CSTP: 1.2, 3.4, 5.1, 5.3</p>	<p><input type="checkbox"/> Guides and engages all students in internalizing and setting personal goals for their academic achievement.</p>	<p><input type="checkbox"/> Establishes and maintains high expectations for students at all times while addressing achievement patterns from student work samples.</p>	<p><input type="checkbox"/> Attempts to hold high expectations for students while striving to address achievement patterns found in student work samples.</p>	<p><input type="checkbox"/> Rarely or never attempts to set high expectations for students nor addresses achievement patterns found in student work samples.</p>	
<p>1.4 Organizes and maintains a safe, responsible, and respectful learning environment.</p> <p>CSTP: 1.2, 1.3, 1.5, 2.2, 2.3, 2.4, 2.5 3.2, 4.2, 4.4, 5.3</p>	<p><input type="checkbox"/> Establishes a learning environment in which the students are invested in the success of their peers.</p> <p><input type="checkbox"/> Establishes a learning environment where students independently take risks in exploring new learning.</p>	<p><input type="checkbox"/> Addresses causes of disruptive, irresponsible and/or disrespectful behavior and creates a culture of respect to which most students respond.</p> <p><input type="checkbox"/> Facilitates an organized and rigorous environment where students consistently have opportunities to take risks in their learning.</p>	<p><input type="checkbox"/> Frequently address causes of disruptive, irresponsible and/or disrespectful behavior.</p> <p><input type="checkbox"/> Creates an environment where students have opportunities to take risks in their learning.</p>	<p><input type="checkbox"/> Does not adequately address causes of disruptive, irresponsible and/or disrespectful behavior.</p> <p><input type="checkbox"/> Provides minimal or no opportunity for academic risk taking.</p>	
<p>1.5 Plans, develops, and presents lessons and assessments that are based on district-adopted curriculum and California standards.</p> <p>CSTP: (3.5, 4.4)</p>	<p><input type="checkbox"/> Mentors and collaborates with colleagues in the development of sequential and aligned to state and district standards.</p> <p><input type="checkbox"/> Stays current with emerging research areas and innovative materials; incorporates these into lesson plans.</p> <p><input type="checkbox"/> Mentors and collaborates with peers.</p>	<p><input type="checkbox"/> Plans and implements lessons that</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> are well organization</li> <li><input type="checkbox"/> state clear objectives</li> <li><input type="checkbox"/> demonstrate knowledge of standards</li> <li><input type="checkbox"/> enables the students to articulate their learning</li> </ul>	<p><input type="checkbox"/> Uses lesson plans and implements lessons which</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> are organized</li> <li><input type="checkbox"/> state clear objectives</li> <li><input type="checkbox"/> demonstrate knowledge of standards</li> </ul>	<p><input type="checkbox"/> Uses lesson plans and implements lessons that need improvement in at least one of the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> organization</li> <li><input type="checkbox"/> stating clear objectives</li> <li><input type="checkbox"/> demonstrating knowledge of standards</li> </ul>	
<p><b>Comments:</b></p>					

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**Teach**

The Teacher:	Innovating (4)	Applying (3)	Developing (2)	Beginning (1)	Not Using (0)
2.1 Demonstrates knowledge of subject matter content, academic, standards, and curriculum frameworks.  <b>CSTP:</b> 1.3, 3.1, 3.3, 3.4, 3.5, 3.6, 4.3	<input type="checkbox"/> Routinely connects multiple subject and standards in a lesson.	<input type="checkbox"/> Refers and connects to standards and district curricular goals to enhance learning.	<input type="checkbox"/> Demonstrates some knowledge of subject matter and pedagogy.  <input type="checkbox"/> While teaching, refers to standards or district curricular goals or programs.	<input type="checkbox"/> Teaches without demonstrating own knowledge of subject matter and pedagogy.  <input type="checkbox"/> Teaches without reference or connection to state standards or district curricular goals or programs.	
2.2 Uses of variety of resources and tools to emphasize the teaching of standards.  <b>CSTP:</b> 1.3, 1.6, 2.4, 2.7, 3.3, 3.4, 3.5, 4.4, 4.5	<input type="checkbox"/> Utilizes an extensive repertoire of strategies, resources, and technology that advance learning.	<input type="checkbox"/> Incorporates the use of a variety of resources to support learning and build understanding.  <input type="checkbox"/> Uses current instructional resources and collaborates to decide best practice of their use.	<input type="checkbox"/> May use a variety of resources to support learning and build understanding.  <input type="checkbox"/> Uses appropriate instructional resources in a variety of ways.	<input type="checkbox"/> Determines lessons without the use of a variety of resources including available data.  <input type="checkbox"/> Uses limited instructional resources.	
2.3 Engages students at all learning levels in rigorous work.  <b>CSTP:</b> 1.1, 1.2, 1.4, 1.6, 3.5, 3.6, 4.1, 4.2, 4.3, 4.5, 5.5, 5.7	<input type="checkbox"/> Engages all students in rigorous tasks that require high level of thinking skills	<input type="checkbox"/> Instructs so that lessons are accessible and challenging to all students.  <input type="checkbox"/> Checks proactively for student understanding and makes ongoing adjustments to instruction.  <input type="checkbox"/> Effectively balances teacher- directed instruction and rigorous student centered work to engage the majority of the students.	<input type="checkbox"/> Incorporates lessons that may not be accessible and challenging to some students.  <input type="checkbox"/> Checks reactively for student understanding and makes limited adjustments to the instruction.  <input type="checkbox"/> Balances teacher-directed instruction with	<input type="checkbox"/> Does not provide and deliver lessons that are accessible and challenging to the majority of students.  <input type="checkbox"/> Does not check for student understanding of process and completion of tasks.	

		<input type="checkbox"/> Continuously works to keep students actively engaged.	<p>limited student centered work to engage some students.</p> <input type="checkbox"/> Engages students some of the time	<input type="checkbox"/> Demonstrates inadequate knowledge of instructional strategies to balance teacher- directed instruction and rigorous student work to engage students.	
<p>2.4 Using assessment in learning: collects, analyses, and uses data to plan and deliver instruction.</p> <p><b>CSTP:</b> 5.2, 5.3, 5.4, 5.5, 5.6, 5.7</p>	<input type="checkbox"/> Uses embedded formative assessments and data analysis to drive instruction.  <input type="checkbox"/> Uses multiple measures and trajectories to set goals. Teacher uses alternative assessments to reach all students. Students begin to provide input toward their own growth and mastery.	<input type="checkbox"/> Uses daily or near daily formative assessments and data analysis to drive instruction.  <input type="checkbox"/> Uses multiple assessments as needed. Almost all students demonstrate growth and/or master over time based on multiple measures.	<input type="checkbox"/> Uses formative assessments but incorporates little data analysis. Uses summative and benchmarks assessments only as required.	<input type="checkbox"/> Inappropriate use of formative assessments, lacking summative assessments and does not keep or analyze data.	
<p>2.5 Develops and implements effective classroom management procedures.</p> <p><b>CSTP:</b> 2.1, 2.2, 2.3, 2.5, 2.6, 2.7</p>	<input type="checkbox"/> Collaborates with peers regarding their routines and classroom procedures.	<input type="checkbox"/> Routines, classroom and discipline procedures are consistently implemented and effective.	<input type="checkbox"/> Routines, classroom and discipline procedures are consistently implemented, but not consistently effective.	<input type="checkbox"/> Routines, classroom and discipline procedures are not consistently implemented.  <input type="checkbox"/> Classroom organization is not conducive to learning.	
<p><b>Comments:</b></p>					

**Student Learning**

The Teacher:	Innovating (4)	Applying (3)	Developing (2)	Beginning (1)	Not Using (0)
<p>3.1 Students are empowered to be self-reflective, set individual learning goals, and articulate goals with others.</p> <p><b>CSTP:</b> 1.1, 4.2, 5.4, 5.5</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Students assess their own learning in relation to their personal goals.</li> <li><input type="checkbox"/> Students are able to clearly articulate how their learning applies to the real world.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> With teacher prompting, students demonstrate the ability to self-reflect on learning and create personal learning goals.</li> <li><input type="checkbox"/> Students are able to articulate what they are learning and why they are learning the subject.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> With teacher assistance, students demonstrate the ability to self-reflect on their own learning and are able to create personal learning goals.</li> <li><input type="checkbox"/> Students are sometimes able to articulate what they are learning.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Students do not self-reflect on learning and do not create personal learning goals.</li> <li><input type="checkbox"/> Students are unable to articulate what they are learning.</li> </ul>	
<p>3.2 Students demonstrate growth and mastery on multiple measures across all curricular and extra-curricular areas and make appropriate adjustments.</p> <p><b>CSTP:</b> 1.6, 4.5, 5.3, 5.4, 5.5</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Students give input and choice on how they demonstrate their growth and mastery.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Almost all students demonstrate growth and/or mastery over time based on multiple measures.</li> <li><input type="checkbox"/> Students have a variety of opportunities to demonstrate their learning.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Some students demonstrate growth and/or mastery overtime based on multiple measures.</li> <li><input type="checkbox"/> Students have opportunities to demonstrate their learning.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Few or no students demonstrate growth and/or mastery overtime based on multiple measures.</li> <li><input type="checkbox"/> Students have limited or no opportunities to demonstrate their learning.</li> </ul>	
<p><i>Comments:</i></p>					

**Professional Learning**

The Teacher:	Innovating (4)	Applying (3)	Developing (2)	Beginning (1)	Not Using (0)
<p>4.1 Reflects on and refines teaching practice to support student learning.</p> <p><b>CSTP:</b> 6.1, 6.3</p>	<p><input type="checkbox"/> Always demonstrates and models ethical behavior including honesty, fair treatment, and respect for others.</p> <p><input type="checkbox"/> Mentors peers concerning professional conduct.</p>	<p><input type="checkbox"/> Consistently seeks, develops and refines methods to ensure and impact individual student learning.</p>	<p><input type="checkbox"/> Rarely adjusts teaching practice.</p>	<p><input type="checkbox"/> Does not reflect on practice.</p>	
<p>4.2 Demonstrates commitment to continuous professional growth.</p> <p><b>CSTP:</b> 6.2, 6.3, 6.7</p>	<p><input type="checkbox"/> Advocates for participation in professional development with colleagues; models life long learning with colleagues...</p> <p><input type="checkbox"/> Shares and models knowledge from professional development.</p>	<p><input type="checkbox"/> Seeks out and applies professional development activities aligned with goals and student needs and integrates into practice.</p> <p><input type="checkbox"/> Keeps professional and time commitments and actively participates.</p> <p><input type="checkbox"/> Implements knowledge from professional development to refine teaching practice.</p>	<p><input type="checkbox"/> Commits to professional goals, but has limited implementation.</p> <p><input type="checkbox"/> Keeps professional and time commitments.</p>	<p><input type="checkbox"/> Lacks commitment and implementation of professional goals.</p> <p><input type="checkbox"/> Does not keep professional and/or time commitments.</p> <p><input type="checkbox"/> Attends required professional development, programs and activities, but does not use provided information.</p>	
<p>4.3 Is receptive to collaborating with colleagues by receiving and giving feedback to promote high-level teaching and learning.</p>	<p><input type="checkbox"/> Continually mentors other teachers to assist in the improvement of teaching and learning.</p>	<p><input type="checkbox"/> Consistently seeks out and incorporates feedback from both colleagues and supervisors so as improve teaching practice.</p> <p><input type="checkbox"/> Collaborates and effectively implements the agreed upon decisions.</p>	<p><input type="checkbox"/> Often collaborates in formal and/or informal settings</p> <p><input type="checkbox"/> Collaborates and implements, with some success, the agreed upon decisions.</p>	<p><input type="checkbox"/> Does not collaborate in formal and/or informal settings. Resistant, unskilled, and/or unwilling to implement the agreed upon decisions.</p>	

<b>CSTP:</b> 6.3					
<p>4.4 Communicates effectively with all students, families, staff, and/or volunteers.</p> <p><b>CSTP:</b> 6.4, 6.5</p>	<p><input type="checkbox"/> Provides a wide range of opportunities for all stakeholders to offer suggestions and to contribute to the classroom and school community.</p>	<p><input type="checkbox"/> Provides opportunities and support for students, families, staff and/or volunteers to actively participate in the student learning process.</p> <p><input type="checkbox"/> Initiates two-way communication with all stakeholders; is an active listener.</p>	<p><input type="checkbox"/> Occasionally provides opportunity and support for students, families, staff and/or volunteers to participate in the student learning process.</p>	<p><input type="checkbox"/> Rarely and/or unsuccessfully engages students, families, staff, and/or volunteers in the student learning process.</p>	
<p>4.5 Models personal and professional ethics including honesty, integrity, fair treatment, and respect for others.</p> <p><b>CSTP:</b> 6.2, 6.6, 6.7</p>	<p><input type="checkbox"/> <i><b>This space intentionally left blank</b></i></p>	<p><input type="checkbox"/> Knows and upholds ethical behavior standards including honesty, integrity, fair treatment, and respect for others.</p>	<p><input type="checkbox"/> <i><b>This space intentionally left blank</b></i></p>	<p><input type="checkbox"/> Does not uphold ethical professional standards including honesty, integrity, fair treatment, and/or respect for others</p>	
<b>Comments:</b>					

# Teacher Summary Rating Form

Teacher Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Pre-test     Post-test     Final Evaluation

	Innovative (4)	Applying (3)	Developing (2)	Beginning (1)	Not Using (0)
<b>PLAN</b>					
1.1 Develops lessons based on students' prior knowledge and understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Differentiates and modifies lesson planning to meet students' <i>diverse</i> needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Sets high expectations for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Organizes and maintains a safe, responsible, and respectful learning environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Plans, develops, and presents lessons and assessments that are based on district-adopted curriculum and California content standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall Rating for this Teacher PLAN</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TEACH</b>					
2.1 Demonstrates knowledge of subject matter content, academic standards, and curriculum frameworks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Uses a variety of resources and tools to emphasize the teaching of standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Engages students at all learning levels in rigorous work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Using assessment in learning: collects, analyzes, and uses data to plan and deliver instruction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Develops and implements effective classroom management procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall Rating for this Teacher on TEACH</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>STUDENT LEARN</b>					
3.1 Students are empowered to be self-reflective, set individual learning goals, and articulate goals with others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Students demonstrate growth and mastery on multiple measures across all curricular and extra-curricular areas and make appropriate adjustments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall Rating for this Teacher on LEARN</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PROFESSIONAL LEARNING</b>					
4.1 Reflects on and refines teaching practice to support student learning. (6.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Demonstrates commitment to continuous professional growth. (6.2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Is receptive to collaborating with colleagues by receiving and giving feedback to promote high level teaching and learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4 Communicates effectively with all students, families, staff, and/or volunteers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5 Models personal and professional ethics including honesty, integrity, fair treatment, and respect for others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall Rating for this Teacher on PROFESSIONAL PRACTICE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date



<b>Appendix C – Leave Notice</b>	
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Bayshore School District  
**Record of Absence**

Bayshore Elementary

Bayshore District Office

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Employee name \_\_\_\_\_

Date absent \_\_\_\_\_       Full Day       Partial \_\_\_\_\_ (hours)

**Reason for Absence**

Sick Leave

Personal Necessity Leave *Reason must be noted:*

- Additional bereavement leave
- Accident involving the staff member's person or property, or the person or property of the staff member's immediate family
- Appearance in court as a litigant, or as a witness under official order (documentation must be attached). (Must submit 5 days in advance.)
- Adoption of a child (Must submit 5 days in advance.)
- Birth of a child
- Religious holidays or family events which are not planned by the member, as mutually agreed upon by the member and immediate supervisor. (Must submit 5 days in advance.)
- Other emergencies, which are not planned by the member and which cannot reasonably be deferred to another day or time.

No-Tell Leave (Must submit 5 days in advance.)

Worker's Comp

Bereavement\*

Jury Duty (Attach copy of subpoena or certificate of the clerk)

Conference/Workshop (Please attach documentation if applicable)

Vacation (12 month employees only)

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\*Staff members shall be entitled to a leave on account of death of any member of the immediate family. Members shall receive three (3) days leave; if out of state or more than 300 miles of one way travel is required, two (2) additional days shall be provided. An additional two (2) days shall be provided if the death is a spouse, domestic partner, or child of the unit member.

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

Date \_\_\_\_\_

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Supervisor Signature \_\_\_\_\_

Date \_\_\_\_\_

<b>Appendix D – Work Year Calendar</b>	
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# Bayshore Elementary School District

## 2021-2022 School Calendar

(Aligned with Jefferson Union)

July '21						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August '21						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September '21						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October '21						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November '21						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December '21						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January '22						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					









February '22						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March '22						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April '22						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May '22						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June '22						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

-  1<sup>st</sup> Day of School/Minimum Day
-  Staff in-Service Day (no school for students)
-  Minimum Day (1:00 Release)
-  Last Day of School (12:00 Release)
-  New Teacher Orientation
-  Teachers/some classified staff off/NO STUDENTS
-  School Closed/ Holidays
-  Teacher Preparation Work Day/NO STUDENTS

180 Instructional Days  
 4 In Service Days  
 1 Teacher Preparation Day

<b>Appendix E – Health Coverage</b>	
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For information about health coverage, see Article 10.1 and Appendix A - Salary Schedule.

<b>Appendix F – Workman’s Compensation Form</b>	
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WORKERS' COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL  
TRABAJADOR (DWC 1)

**Employee:** Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "Employee's Temporary Receipt" until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at (800) 736-7401. An explanation of workers' compensation benefits is included as the cover sheet of this form.

**Empleado:** Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la División de Compensación al Trabajador al (800) 736-7401 para oír información gravada. En la hoja cubierta de esta forma esta la explicación de los beneficios de compensación al trabajador.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonia".

Employee—complete this section and see note above    *Empleado—complete esta sección y note la notación arriba.*

1. Name. *Nombre.* \_\_\_\_\_ Today's Date. *Fecha de Hoy.* \_\_\_\_\_
2. Home Address. *Dirección Residencial.* \_\_\_\_\_
3. City. *Ciudad.* \_\_\_\_\_ State. *Estado.* \_\_\_\_\_ Zip. *Código Postal.* \_\_\_\_\_
4. Date of Injury. *Fecha de la lesión (accidente).* \_\_\_\_\_ Time of Injury. *Hora en que ocurrió.* \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.
5. Address and description of where injury happened. *Dirección/lugar dónde ocurrió el accidente.* \_\_\_\_\_
6. Describe injury and part of body affected. *Describe la lesión y parte del cuerpo afectada.* \_\_\_\_\_
7. Social Security Number. *Número de Seguro Social del Empleado.* \_\_\_\_\_
8. Signature of employee. *Firma del empleado.* \_\_\_\_\_

Employer—complete this section and see note below. *Empleador—complete esta sección y note la notación abajo.*

9. Name of employer. *Nombre del empleador.* \_\_\_\_\_
10. Address. *Dirección.* \_\_\_\_\_
11. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* \_\_\_\_\_
12. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* \_\_\_\_\_
13. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* \_\_\_\_\_
14. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia administradora de seguros.* \_\_\_\_\_
15. Insurance Policy Number. *El número de la póliza de Seguro.* \_\_\_\_\_
16. Signature of employer representative. *Firma del representante del empleador.* \_\_\_\_\_
17. Title. *Título.* \_\_\_\_\_ 18. Telephone. *Teléfono.* \_\_\_\_\_

**Employer:** You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within one working day of receipt of the form from the employee.

**Empleador:** Se requiere que Ud. feche esta forma y que provéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de un día hábil desde el momento de haber sido recibida la forma del empleado.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

Employer copy/Copia del Empleador     Employee copy/ Copia del Empleado     Claims Administrator/Administrador de Reclamos     Temporary Receipt/Recibo del Empleado

State of California <b>EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS</b>		Please complete in triplicate (type, if possible). Fill two copies to:		OSHA CASE NO.	
Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.		California law requires employers to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious injury, illness, or death must be reported immediately by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health.			
EMPLOYER	1. FIRM NAME	1A. Policy Number	Please do not use this Column		
	2. MAILING ADDRESS (Number and Street, City, Zip)	2A. Phone Number	CASE NUMBER		
	3. LOCATION If different from Mailing Address (Number and Street, City, Zip)	3A. Location Code	OWNERSHIP		
	4. NATURE OF BUSINESS, e.g. Painting contractor, wholesale grocer, sawmill, hotel, etc.	5. State unemployment insurance acct. no.	INDUSTRY		
	6. TYPE OF EMPLOYER <input type="checkbox"/> Private <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> CITY <input type="checkbox"/> School Dist. <input type="checkbox"/> Other Government, Specify: _____				
	7. DATE OF INJURY/ONSET OF ILLNESS (mm/dd/yy)		8. TIME OF INJURY/ILLNESS OCCURRED <input type="checkbox"/> AM <input type="checkbox"/> PM	9. TIME EMPLOYEE BEGAN WORK <input type="checkbox"/> AM <input type="checkbox"/> PM	10. IF EMPLOYEE DIED, DATE OF DEATH (mm/dd/yy)
INJURY OR ILLNESS	11. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. DATE LAST WORKED (mm/dd/yy)	13. DATE RETURNED TO WORK (mm/dd/yy)	14. IF STILL OFF WORK, CHECK THIS BOX: <input type="checkbox"/>	
	15. PAID IN FULL DAYS WAGES FOR DATE OF INJURY OR LAST DAY WORKED? <input type="checkbox"/> Yes <input type="checkbox"/> No	16. SALARY BEING CONTINUED? <input type="checkbox"/> Yes <input type="checkbox"/> No	17. DATE OF EMPLOYER'S KNOWLEDGE / NOTICE OF INJURY/ILLNESS (mm/dd/yy)	18. DATE EMPLOYEE WAS PROVIDED CLAIM FORM (mm/dd/yy)	
	19. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED, MEDICAL DIAGNOSIS if available, e.g. Second degree burns on right arm, tendonitis on left elbow, lead poisoning.				
	20. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number, Street, City, Zip)	20a. COUNTY	21. ON EMPLOYER'S PREMISES? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	22. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g., Shipping department, machine shop.		23. Other Workers Injured/ill in this event? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	24. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g., Acetylene, welding torch, farm tractor, scaffold.				
25. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., Welding seams of metal forms, loading boxes onto truck.					
26. HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS. SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS, e.g., Worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld, and burned right hand. USE SEPARATE SHEET IF NECESSARY.					
27. NAME AND ADDRESS OF PHYSICIAN (Number, Street, City, Zip)		27a. PHONE NUMBER		NATURE OF INJURY	
28. HOSPITALIZED AS AN INPATIENT OVERNIGHT? (Number, Street, City, Zip)		If yes, then, NAME AND ADDRESS OF HOSPITAL		28a. Phone Number	
		29. Employee treated in Emergency Room?		SOURCE	
ATTENTION: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes. See CCR Title 8 14300.29 (b)(8)-(10) & 14300.35(b)(2)(E)2. Note: Shaded boxes indicated confidential employee information as listed in CCR Title 8 14300.35(b)(2)(E)2.*				EVENT	
30. EMPLOYEE NAME		31. SOCIAL SECURITY NUMBER	32. DATE OF BIRTH (mm/dd/yy)		
33. HOME ADDRESS (Number, Street, City, Zip)		33a. PHONE NUMBER		SECONDARY SOURCE	
34. SE	35. OCCUPATION (Regular job title, NO initials, abbreviated or numbers)		36. DATE OF HIRE (mm/dd/yy)		
37. EMPLOYEE USUALLY WORKS hours per day, _____ days per week, _____ total weekly hours		37a. EMPLOYMENT STATUS		37b. UNDER WHAT CLASS CODE OF YOUR POLICY WERE WAGES ASSIGNED?	
38. GROSS WAGES/SALARY \$ _____ per _____ week		39. OTHER PAYMENTS NOT REPORTED AS WAGES/SALARY (e.g. tips, meals, overtime, bonuses, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No		EXTENT OF INJURY	
Completed By (type or print)		Signature & Title		DATE (mm/dd/yy)	
*Confidential information may be disclosed only to the employee, former employee, or their personal representative (CCR Title 8 14300.35), to others for the purpose of processing a workers' compensation or other insurance claim, and under certain circumstances to a public health or law enforcement agency or to a consultant hired by the employer (CCR Title 8 14300.40) requires provision upon request to certain state and federal workplace safety agencies.					