

**AGREEMENT**

**BETWEEN**

**BUCKEYE UNION SCHOOL DISTRICT**

**AND**

**BUCKEYE TEACHERS' ASSOCIATION/  
CALIFORNIA TEACHERS' ASSOCIATION/  
NATIONAL EDUCATION ASSOCIATION**

**July 1, 2019 through June 30, 2023**  
**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**BUCKEYE UNION SCHOOL DISTRICT**  
**AND**  
**BUCKEYE TEACHERS ASSOCIATION/CTA/NEA**  
**July 1, 2019 - June 30, 2023**

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RATIFIED BY  
BOARD OF EDUCATION  
February 19, 2020  
Brenda Hanson-Smith, Ph.D., President

RATIFIED BY  
BUCKEYE TEACHERS ASSOCIATION  
February 25, 2020  
Dan Lewandowski, President

BUCKEYE TEACHERS' ASSOCIATION  
NEGOTIATING TEAM MEMBERS  
Phil Scarry  
Robin Thomas  
Tiffany Morgante  
Diane Helldorfer  
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BUCKEYE UNION SCHOOL DISTRICT  
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Kirk Seal, Member  
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NEGOTIATING TEAM MEMBERS  
Dr. David Roth, Superintendent  
Jacqueline S. McHaney, Assistant Superintendent, Administrative Services  
Debbie Bowers, Principal, Rolling Hills Middle School  
Rachel Ball, Principal, Blue Oak Elementary School  
Paul Stewart, Principal, Valley View Charter Montessori School

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## ARTICLE I: AGREEMENT

- 1.1 Agreement - The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Buckeye Union School District ("Board"), and the Buckeye Teachers' Association/California Teachers' Association/National Education Association ("Association").
- 1.2 Government Code - This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 1.3 Term - This Agreement shall remain in full force and effect through June 30, 2023.

## ARTICLE II: RECOGNITION

- 2.1 Recognition - The Board hereby recognizes the Buckeye Teachers' Association, (CTA/NEA), hereinafter referred to as the Association, as the exclusive and sole negotiation agent for a certificated unit described in Section 2.2.
- 2.2 Represented Unit Defined: The representation unit consists of all certificated positions the title for which includes the term "teacher" and in which the individual is under contract with the School District, including but not necessarily limited to:
- Permanent Teachers
  - Temporary Teachers
  - Probationary Teachers
  - Counselors
  - Certificated Librarians
- 2.3 Exclusions from Represented Unit: The unit excludes:
- Superintendent
  - Assistant Superintendents
  - Principals
  - Assistant Principals
  - Anytime School Teachers
  - Nurses
  - Substitute Teachers
  - Psychologists
  - Directors
- 2.4 Direct Negotiation Prohibited: The Board agrees not to meet and negotiate with any teachers' organization other than the Association for the duration of this agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this agreement on matters subject to meeting and negotiating.
- 2.5 Board Recognition: The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf.

## ARTICLE III: DEFINITIONS

- 3.1 "Administration" means persons assigned as Superintendent, Assistant Superintendents, Directors, Principals, and Assistant Principals of Buckeye Union School District or as determined by the Board of Trustees.
- 3.2 "Anytime School teacher"- teacher who performs duties at times other than the regular school day as defined in 3.20 (i.e. summer school, inter-session, Saturday School and extended learning).
- 3.3 "Association" means the Buckeye Teachers' Association of the California Teachers' Association/National Education Association.
- 3.4 "Combination Classes" means an elementary self-contained classroom with two grade levels. This does not include special education.
- 3.5 "Board" means the Board of Trustees of the Buckeye Union School District and its successor boards.
- 3.6 "Catastrophic illness or injury" means an illness or injury expected to incapacitate a teacher or a member of the teacher's immediate family for an extended period, and taking extended time off work creates a financial hardship for the teacher because he or she has exhausted all of his or her sick leave and other paid time off. Extended period is defined to mean an illness or injury that requires a teacher to be absent a minimum of five (5) consecutive work days within one pay period. Catastrophic leave will not be considered for elective surgery, which could be scheduled during a summer vacation period or at other breaks during the school year. Cosmetic surgery procedures and stress shall also not constitute a catastrophic illness.
- 3.7 "Collaboration" is teachers working in groups (i.e., grade level teams, department teams, or whole staff teams) focusing on items related to student achievement (including, but not limited to, common planning, assessment data review, curriculum).
- 3.8 "Daily Rate of Pay" means the teacher's annual scheduled salary divided by the number of duty days required by the Agreement.
- 3.9 "Days" means school calendar days when an individual teacher is required to be on duty. When outside of the school calendar year, "days" means days that the District Office is regularly open for business.
- 3.9.1 Except as otherwise provided in Section 9.1.2, the length of the teacher workday including prep time, lunch time and before/after school hours shall consist of seven and one-half (7 ½) hours per day. Teachers shall be on campus and responsible for instructional and other assigned duties during this time.

- 3.10 "District" means Buckeye Union School District.
- 3.11 "Hourly Rate of Pay" means the daily rate of pay divided by 7.5 daily duty hours.
- 3.12 "Full time equivalent" (e.g. two half-time contracts equal one full time equivalent)
- 3.13 "Immediate Family" means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, partner, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, niece, nephew, aunt, uncle, step-mother, step-father, step-brother, step-sister, step-children of the employee, or any relative living in the immediate household of the employee or as mutually agreed upon by the superintendent or designee and the teacher.
- 3.14 "Job Share Pair" is one full-time position filled by two (2) permanent full-time employees on a 50-50 ratio, but in no event less than a 60-40 ratio, with each employee taking a leave of absence from the remaining portion of their position.
- 3.15 "Negotiable Items" means teachers' salaries, hours, terms and conditions of employment and other matters, which the Board and the Association mutually agree to negotiate. These items include matters related to: leaves and transfer policies, assignments and reassignments, health and welfare benefits, safety conditions, class size, evaluation procedures, organizational security, wages and hours of employment. In addition, the Board agrees to consult with the Association on educational objectives, curriculum and textbooks.
- 3.16 "Preparation Days" (Teacher Workdays/X days) are defined as the two (2) paid duty days prior to the first student instructional day of any school year. No less than 50% of the first day will be preparation time and all of the second day will be for preparation time, unless site administration and staff mutually agree to hold their Back To School Night on the first X day and in that event, the first day will be used solely for teacher preparation time and the second day no less than 50% of the time for teacher preparation time. Elementary and Middle School PE Specialists may be required to attend training for First Aid, CPR, and EPI-pen on either one or both of the X days, as applicable.
- 3.16.1 New Employee Orientation (and New to Site): Orientation is the process of welcoming, educating, and connecting new employees with the necessary tools and resources to carry out their duties and clear channels for ongoing knowledge acquisition and collaboration. To that end, all new certificated employees are required to attend a one-half (1/2) day site/district orientation. This orientation will be held on one of the two (2) paid X days. Any employee new to the site, may also be required to attend the Orientation, if in the discretion of the site administrator, such orientation is necessary. A current employee changing sites, shall be notified as part of the selection process if attendance at Orientation will be required.
- 3.17 "Preparation Time" or "Preparation Time/Day" means time for unassigned professional duties such as instructional planning and preparation free of District required or requested conferences/staff-grade level – department meetings, in-service, IEP meetings, et cetera. During this period of time a teacher may not be required by the District to participate in or be asked by the District to volunteer to participate in any duty that the District or its administration may determine to be useful and/or important.

- 3.18 "Professional Development Day" means a teacher duty day without students during the school year focused on staff and curriculum development.
- 3.19 "Reassignment" is defined as a change of grade at the same school site.
- 3.19.1 "Involuntary Reassignment" is a reassignment not initiated by a teacher.
- 3.19.2 "Voluntary Reassignment" is a reassignment initiated by a teacher.
- 3.20 "Regular School Day" means the amount of time each day of classes during which students are required to be in school, unless otherwise provided for in this Agreement.
- 3.21 "Room Change" is defined as a change of room assignment.
- 3.21.1 "Involuntary Room Change" is a change of room assignment not requested by the teacher.
- 3.21.2 "Voluntary Room Change" is a change of room assignment requested by the teacher.
- 3.22 "Seniority" is defined as the first date of paid service in a probationary position.
- 3.22.1 "Seniority" is defined as the first date of paid service in a probationary position. As a result, an employee's seniority date is not established based on the initial date of hire or the first date of substitute or temporary service, unless it qualifies to be counted as service toward the attainment of permanent status. Under current law, only one year of temporary service, rendered in the year immediately preceding the school year in which an employee is employed as a probationary employee can count toward permanent status.
- 3.23 "Site" refers to school site.
- 3.24 "Teacher" refers to an employee who is included in the unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.25 "Transfer" is the movement of a teacher from one site to another.
- 3.26.1 "Involuntary Transfer" is a transfer not initiated by a teacher.
- 3.26.2 "Voluntary Transfer" is a transfer initiated by a teacher.
- 3.26 "Vacancy" is an unfilled posted certificated position and includes positions vacated by teachers and newly created positions..
- 3.27 "Year" means July 1<sup>st</sup> through June 30<sup>th</sup>.

## ARTICLE IV: NEGOTIATIONS PROCEDURE

### 4.1 Process

4.1.1 In the interest of both the Association and the District a goal has been established to take a more proactive approach to contract negotiations. The goal is to complete negotiations for each school year before that school year starts. The exception to this goal of completion will be the articles mutually agreed to be finalized at a later date such as Articles XVI (*Employee Benefits*) and XVII (*Salaries*). Before negotiating the contract for the following year, salary and benefits articles for the current year will be negotiated.

### 4.2 Public Notice

4.1.2 The Association shall present its initial negotiating proposals for Public Notice to the Superintendent by the first Friday in September of the preceding or current school year in order for it to be presented to the Board of Trustees at the regular board meeting in September. The Board of Trustees shall give Public Notice of its initial negotiating proposals at the regular meeting in September and/or October, as applicable.

4.1.3 By November 1<sup>st</sup> of the preceding school year the parties shall have commenced meeting and negotiating in good faith. Any tentative agreement reached between the parties shall be reduced to writing and signed by them.

### 4.3 Representation

4.3.1 The regular negotiating team shall consist of no more than five (5) representatives of the Board and five (5) representatives of the Association.

4.3.2 Annually, the District shall provide each Association representative with reasonable release time for the purpose of negotiating.

4.3.3 Any change in negotiating team membership shall require the other party to be notified at least twenty-four (24) hours in advance.

4.3.4 A consultant for either party can attend negotiations with the other party to be notified at least twenty-four (24) hours in advance.

4.3.5 The times and dates for negotiations will be mutually agreed upon.

4.4 Materials – The District shall furnish the Association with materials that are necessary for the Association to fulfill its role as the exclusive bargaining representative. The District shall provide such materials to the Association as soon as reasonably possible after receipt of request.

4.5 Disposition of Tentative Agreements Reached between the Association's Representative and the Board Representative

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4.5.1 Tentative agreements reached in the negotiation process on all reopeners shall be reduced to written form and signed or initialed by each party.

4.5.2 Such agreements shall be subject to ratification by the bargaining unit.

4.5.3 Such agreements shall be subject to ratification by the Board of Education.

4.5.4 It shall be the responsibility of the Board Representative and the Association Representative to communicate with those whom they represent to the extent that the written agreements reached in the negotiation process that are referred to the Board of Education and the Association.

4.6 Reopeners

4.6.1 The parties agree to reopen Articles XVI (Employee Benefits) and XVII (Salaries) if any of the following events occurs:

a. The State alters the District's Local Control Funding Formula (LCFF) in any way other than the annual COLA adjustment, or alters the District's LCFF reduction figure.

b. The State alters the basic mechanism of funding public education in the State of California.

c. The District shows declining enrollment from the previous year to the current based on) CALPADS (*California Longitudinal Pupil Achievement Data System*) data.

d. Any statutory changes to any benefits provided for under this Agreement which are brought about by the enactment, amendment or repeal of any state or federal statutes.

4.6.2 The parties agree that for the duration of this Agreement, Article XVI-Benefits and Article XVII-Salaries shall be reopened each year and the District and the Association may each open two additional articles each year. The District and Association may mutually agree to open one additional article annually.

4.6.3 If any of the reopeners have cost, it is agreed that those costs would come from the portion of COLA granted to the Association under Article 17.2.1.

4.7 Under unforeseen circumstances the parties may reopen any section of the Agreement by mutual consent.

## ARTICLE V: ASSOCIATION RIGHTS

### 5.1 Right of Representation:

The Association has the right under the Educational Employment Relations Act to represent teachers in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.

### 5.2 Use of District Mail Systems, Bulletin Boards and Facilities:

For the purposes of conducting Association business, members of the Association shall have the following:

5.2.1 Use of interschool mail services, electronic mail services and school bulletin boards in each school shall be officially granted to recognized employee organizations or other prescheduled activities.

5.2.2 Authorized representatives of the Association shall be permitted to use school facilities (i.e., multiuse rooms, teachers' rooms and classrooms) during hours that do not conflict with the regular classroom instruction or other prescheduled activities.

5.2.3 The Association will provide or pay for any materials used.

### 5.3 Access to Information

5.3.1 The District will furnish the Association such information as is necessary to allow the Association to carry out its function as exclusive representative. Such information readily available will be furnished at no cost to the Association. If such information requires personnel or materials costs beyond normal procedure, the cost will be documented and the Association will be notified. The Association may be billed for this extraordinary costs and agrees to remit payment of the same to the District.

5.3.2 The District will furnish the Association President, Vice President and/or Designee a hard copy of the board packet (bylaws, reports or policies) when provided to each school site.





## ARTICLE VI: DISTRICT RIGHTS

- 6.1 Management Right: It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to those duties and powers are the right to: direct the work of its employees, determine the method, means and services to be provided, establish the educational philosophy and the District's goals and objectives; insure the rights and educational opportunities of students, determine the staffing patterns; determine the number and kinds of personnel required, determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, assign, evaluate, promote, terminate, and to take action on any emergency matter. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, subject to the right of the Association to consult on (1) defining specific educational objectives, (2) determining content of courses and curriculum, and (3) the selection of textbooks, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 6.2 Policies: The Board will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- 6.3 Emergencies: The Board of Trustees retains its right to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency of natural events over which the parties have no control.
- 6.4 Association Correspondence: The Association will provide to district administration a courtesy copy of any correspondence distributed to all teachers.

## ARTICLE VII: ORGANIZATIONAL RIGHTS – PROFESSIONAL DUES & FEES

### 7.1 Professional Dues

7.1.1 Teachers may, within thirty (30) days of the effective date of this Agreement or within thirty (30) days of their employment date, whichever is later, join the Association by executing a payroll deduction authorization form. Such authorization shall continue in effect from year-to-year unless revoked in writing during the designated window period.

7.1.2 Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the teacher each month for ten months or one-twelfth for each of twelve months. Deductions for teachers who sign such authorizations after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

7.1.2.1 Deductions for association dues (BTA dues only) shall be increased annually by an amount equivalent to the same percentage applied to the salary schedule in the prior school year.

7.1.3 With respect to all sums deducted by the District pursuant to authorization of the employee the District agrees to promptly remit such monies to Buckeye Teachers' Association/California Teachers' Association/National Education Association accompanied by an alphabetical list of teachers for whom such deductions have been made.

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

### 7.2 Indemnification/Hold Harmless/Attorney Fees

7.2.1 The Association shall indemnify and hold the District harmless from any and all claims, suits or any other actions, including reasonable attorneys' fees, arising from the provisions of this Article or their implementation.

7.2.2 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or its 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. However, this right shall not impair the District's right to choose its representative in the event of a challenge.

## ARTICLE VIII: GRIEVANCE PROCEDURE

- 8.1 Purpose - The purpose of this Article is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of teachers and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 8.2 Procedures
- 8.2.1 The procedure applies only to items covered in this contract.
- 8.2.2 Both parties agree that efforts shall be made by the District and the grievant to settle grievances at the lowest possible level.
- 8.2.3 An employee may present grievances relating to a contract disagreement to the District and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this contract. The District shall send the Association a copy of the grievance and the resolution.
- 8.2.4 Failure by the District to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next step (higher level).
- 8.2.4.1 The District shall provide grievant with no less than three (3) business days written notice of the deadline in which the grievant must file their appeal. Failure of the grievant to adhere to the submission deadlines shall mean that the grievant is satisfied with the latest decision and waives any right to further appeal.
- 8.2.4.2 All timelines within this Article shall be considered maximums. The parties may, however, extend the time limit by mutual written agreement.
- 8.2.5 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor unless such action is determined to be a safety or health hazard by the Superintendent or his/her designee.
- 8.2.6 In processing grievances, the parties will make a good faith effort to avoid interruption of classroom activities and District operations and any unnecessary involvement of students in all phases of a grievance procedure.
- 8.2.7 A grievance shall not be considered on any matter relating to the termination of services, or failure to reemploy any teacher; or, the substance or content of any teacher evaluation.
- 8.2.8 If he/she requests, the unit employee may be represented at all stages of this grievance procedure.

8.3 Definitions for the purposes of this article:

- 8.3.1 A "Grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
- 8.3.2 A "Grievant" shall mean an employee covered by this Agreement who has filed a grievance. In the case of multiple grievance claims on the same issue, the District may hear only one of the written grievances filed, and the decision shall be applicable to all claims. The Association and District shall mutually decide on which case is to be heard.
- 8.3.3 "Immediate supervisor" shall be the principal or designee having immediate jurisdiction over the grievant.
- 8.3.4 "Day" shall mean a day the administration offices are open, with the exception of those days constituting winter and spring recess.

8.4 Level I: Informal Grievance Process:

- 8.4.1 A teacher who believes he/she has a grievance shall present the concern orally to the immediate administrator within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. It is the intent of this informal meeting that at least one personal conference be held between the grievant and the immediate administrator. This discussion shall take place no more than five (5) days after the grievant first presents the grievance.
- 8.4.1.1 Within three (3) days after the meeting, the administrator shall respond to the teacher.
- 8.4.1.2 If the grievant is not satisfied with the results of the first level of the informal grievance, he/she may communicate the grievance to the next level supervisor within ten (10) days of receipt of the administrator decision set forth in 8.4.1.1.
- 8.4.1.3 The informal grievance appeals process stops after the level of Superintendent or designee. At this point, if joint resolution has not been reached, the grievant has the option to drop the grievance or to file a formal grievance.

8.5 Level II: Formal Grievance Process:

- 8.5.1 Formal Grievance. If the concern is not settled during the informal discussion, the teacher shall present the grievance in writing to the immediate administrator within five (5) days of receipt of the decision in 8.4.1.3. The statement written by the grievant shall include:
- Grievant's name, work location and position;
  - The date on which the grievable incident occurred;
  - The date the grievant entered the informal grievance process;
  - The date the formal grievance is delivered to the immediate supervisor;

- The specific section(s) of the contract alleged to have been violated;
- The circumstances of the grievance including at least a statement of the facts constituting the alleged violation, names, dates and places as appropriate to acquire a complete understanding of the grievance;
- The remedy sought by the grievant;
- The signature of the grievant and the Association president or designee, if applicable.

(See Appendix C – Certificated Grievance Form)

8.5.2 A grievance filed which is not in accordance with the above requirements shall be rejected.

8.5.3 If either party is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days of receipt of the Level II grievance, the grievance may be appealed in writing to the Superintendent and/or designee. The written statement shall include:

- A copy of the original grievance;
- A copy of the decision made at the first level, if any;
- A clear and concise statement of the reasons for the appeal;

8.5.4 Within ten (10) days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant in an effort to resolve the grievance. The Superintendent or his/her designee shall make a written disposition of the grievance within ten (10) days after such meeting and return it to the grievant and to the Association.

8.5.5 If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days of the meeting set forth in 8.5.4, the grievance may be transmitted to mediation, if mutually agreed, or advisory arbitration per Article 8.6 below.

## 8.6 Mediation If Mutually Agreed

If the grievance is not resolved to the satisfaction of the grievant at Level 2, the exclusive representative may propose that the parties participate in voluntary mediation. Such proposal must be made within five (5) days of delivery to the grievant of the Level 2 decision of the Superintendent, or, if no response is given, within ten (10) days of such meeting. If the parties mutually agree to mediation, they shall write a joint request to the California State Mediation & Conciliation Service (CSMCS) for the appointment of a State mediator. Upon appointment of the mediator, mediation shall be scheduled according to availability of the mediator and the parties. Any cost charged by the CSMCS will be borne equally by the parties.

## 8.7 Advisory Arbitration

8.7.1 If the grievant is not satisfied with the decision of the Superintendent under Section 8.5.4, within five (5) days he/she, through the Association, may appeal the Superintendent's decision to advisory arbitration.

### 8.7.2 Timelines

8.7.2.1 If voluntary mediation did not occur, the Association's appeal to advisory arbitration must be submitted to and received in the District Office within five (5) days after receiving the decision of the Superintendent or his/her designee under Section 8.5.4 or, if no decision has been rendered, within fifteen (15) days after the grievance meeting.

8.7.2.2 If voluntary mediation occurred, the Association's appeal must be received in the District Office within five (5) days after exhaustion of the mediation step. The mediator or either party may submit a notice of exhaustion at any time. The five (5) day time limitation runs from the date notice of exhaustion is received by the exclusive representative.

8.7.2.3 Such appeal shall be in writing to the District and the hearing shall be conducted by an arbitrator selected by the two (2) parties as soon as it can be calendared.

8.7.3 If the parties fail to reach agreement on an arbitrator within ten (10) days, the California State Mediation and Conciliation Service will be requested to supply a list of five (5) names of arbitrators with experience in public school disputes. Each party will alternately strike from the list until one (1) name exists. The order of striking shall be determined by lot.

8.7.4 Once the arbitrator has been selected, hearings shall commence at the convenience of the Arbitrator.

8.7.5 The appeal shall be in writing and shall include the same information as described in the previous appeal.

8.7.6 The Arbitrator shall have available to him/her all documents relating to the grievance and any District records that would be helpful in resolving the problem.

## 8.8 Powers of Advisory Arbitrator:

8.8.1 It shall be the function of the arbitrator to make an advisory recommendation to resolve the grievance, and shall be subject to the following limitations:

-Shall have no power to add to, subtract from, disregard, alter or modify any of the terms and conditions of this contract.

-Shall have no power to recommend or resolve any claim excluded as a subject or grievance under this Agreement.

-Shall have no power to establish salary structures or change any salary.

- 8.8.2 If the arbitrability of a grievance is challenged, the question of arbitrability will be ruled on by the arbitrator.
- 8.8.3 Fees and expenses of the arbitrator and the selection process shall be shared equally by the District and the exclusive representative. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- 8.8.4 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
- 8.8.5 The Board shall sustain, deny, or otherwise act upon the arbitrator's decision at the next regularly scheduled Board meeting, provided there is at least three (3) days prior to the Board meeting for consideration. The Board alone has the power to render a final and binding decision. The recommendation of the arbitrator shall be advisory only.

8.9 General Grievance Provisions:

- 8.9.1 Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall preclude any further appeal on the grievance. Failure by the District to respond within the specified time limits shall authorize the grievant to proceed to the next step in the procedure.
- 8.9.2 The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to the final resolution of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive pending the final resolution of the grievance, except where unusual or abnormal safety hazards have been determined to exist.
- 8.9.3 Except for health reasons, the grievant shall be present in conferences at all levels.
- 8.9.4 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
- 8.9.5 Only the Association shall have the right to submit grievances to mediation or advisory arbitration and shall notify the District in writing.



## ARTICLE IX: WORK DAY/WORK YEAR/CALENDAR

### 9.1 Work Day

9.1.1 Except as otherwise provided in Section 9.1.2, the length of the teacher workday including prep time, lunch time and before/after school hours shall consist of seven and one-half (7 ½) hours per day. Teachers shall be on campus and responsible for instructional and other assigned duties during this time as follows:

- For school sites with an 8:00 a.m. start time: 7:30 a.m. to 3:00 p.m.
- For school sites with an 9:00 a.m. start time: 8:30 a.m. to 4:00 p.m.

9.1.1.1 Recess Duty: Playground supervisors will be employed for morning and afternoon recess duty at the elementary schools.

9.1.2 Teachers are also responsible for other instructional duties outside their usual work day including, but not limited to, attendance at collaboration and staff meetings, parent conferences (i.e. SST, IEP), open house, back-to-school night, and dances. The hours and days shall be mutually determined by two equal parties, one being administration and the other being staff.

9.1.2.1 The parties understand and agree that 6<sup>th</sup> Grade Parent Orientation Night does not fall within the language of Article 9.1.2. If attendance at this event is required, Site Administrators will first request volunteers to attend, but if an insufficient number of individuals volunteer, Site Administrators may mandate attendance at this event. Whether attending as a volunteer or as a result of a directive, attendance at this event shall be compensated at the \$40.00 per hour stipend rate.

9.1.3 On days when teachers are scheduled to work, but the pupils are not scheduled to be present, the workday shall be seven and one-half (7 1/2) hours for all teachers, including lunch, (i.e. inservice days, preparation days, minimum days, early release days).

9.1.4 On days of an emergency release of pupils (including snow days), teachers are relieved of their duties. If an emergency release of pupils is called while students are enroute or at school, teachers are to remain on duty until released by their site administrator (civil servants). If the District does not receive a waiver for the emergency release or snow day, the teacher will make up the day with no compensation.

9.1.5 Professional Development: The District shall identify when and what specific professional development activities shall be offered during a school year. The unit member may complete the professional development activities during or outside of his/her contractual work day/year. If a unit member **is required** to attend a professional development activity outside of their contractual work day/year, the unit member shall be compensated at the appropriate stipend rate (see Appendix G). Any professional development that the District offers outside the contractual work day/year for which a unit member **is not required** to attend or stay in attendance, but is attending on a voluntary basis shall not be compensated.

## 9.2 Work Year

The length of the work year shall be 185 work days consisting of two (2) preparation days and three (3) professional development days and 180 student instructional days.

## 9.3 Calendar

9.3.1 Minimum Days: All schools will have a total of eight (8) minimum days as follows:

- (i) For first trimester parent conferences, there will be five (5) minimum days for all schools.
- (ii) For second trimester parent conferences, there will be two (2) minimum days for elementary schools and one (1) minimum day for middle schools.
- (iii) The remaining minimum day is the last student instructional day for elementary and the last two student instructional days for middle schools.

9.3.2 Early Release Wednesday: All schools will release students on Wednesday approximately one hour early from the regular school ending time. The use of this time will be as follows:

- Fifty-Four percent of the early release Wednesday time will be used for the purpose of teacher preparation as defined in Article III – 3.17 and 46% for the purpose of collaboration as defined in Article III - 3.7.
- The preparation time and the collaboration meetings, including staff meetings, are to be held within the 7 ½ hour workday.
- Teachers shall not be assigned additional work, optional or required, to prepare for collaboration meetings.
- Class size in elementary P.E., and the band program, may be adjusted to accommodate the early release schedule.

9.3.3 Negotiations Procedure: Negotiations as to the school calendar will be conducted pursuant to Article IV.

9.3.4 Approved Calendar

The parties agree that the Board will set the first day of instruction for the school calendar, but all other items in the calendar including but not limited to, district-wide collaboration days, are negotiable each year. Both the Association and the District have reached agreement on the Calendar attached as Appendix “B-1” for the 2022-2023 school year and “B-2” for the 2023-2024 school year.

## ARTICLE X: LEAVES

10.1 Sick Leave - Every teacher shall be entitled to ten (10) days of paid sick leave each year of employment. This will be prorated for less than full time teachers.

10.1.1 Unused sick leave shall accrue from school year to school year. At the beginning of each school year every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year.

10.1.2 There are certain usage patterns which could indicate an inappropriate use of the sick leave provision. Possible patterns may include: repeatedly extending weekends or holidays and repeatedly missing 1 Days.

When inappropriate use is suspected, the District will explore the cause and counsel the teacher, if appropriate. If the pattern continues, the teacher will be notified in writing and the District may require that the teacher provide verification. The verification must be signed by a licensed medical practitioner or practitioner of any well recognized church or denomination for all future absences due to illness or injury which are similar to the identified pattern.

10.2 Temporary Disability

10.2.1 The Board shall provide a temporary disability leave of absence for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom, verified by a physician's statement. The length of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be mutually determined by the employee and the employee's physician. The District may exercise its option to require a second medical opinion on the question of the resumption of full time duties by the teacher. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the school district. All employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to other temporary disabilities.

10.2.2 Any teacher shall have the right to utilize sick leave provided for in Article X, 10.1, 10.3, 10.5, and 10.6 for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.

10.3 Differential Leave - If a teacher has utilized all of his or her accumulated sick leave and is still absent from his or her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which would have been paid a substitute (differential). The five months or less period during which the above deductions

occur shall not begin until all other paid sick leave provisions for which he or she is eligible have been exhausted.

10.4 Industrial Accident and Illness Leave - Section 44984 of the Education Code is supplemented as follows:

10.4.1 A teacher who is absent from duty because of illness or injury resulting from such accident or condition shall be granted an industrial accident and illness leave for up to sixty (60) working days in any one fiscal year for each such accident or illness. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next school year, the teacher shall be entitled to use only that amount remaining at the end of the school year in which the injury or illness occurred for the same illness or injury.

10.4.2 Allowable leave shall not be accumulated from year to year.

10.4.3 Industrial accident or illness leave shall commence on the first day of absence.

10.4.4 A teacher shall be entitled to such leave without limitation as to the number of days of sick leave entitlement.

10.4.5 During any period a teacher is receiving his/her regular salary from the District, he/she is required to endorse over to the District all temporary disability payments received from the Carrier. Charges to the teacher's leave balance shall be as follows:

10.4.5.1 Industrial leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payment paid by the Carrier.

10.4.5.2 A teacher who is absent because of a work connected injury or illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, shall exceed his/her full salary during the period of his/her absence.

10.4.5.3 A teacher, while receiving industrial leave benefits, shall remain within the State of California unless the Board of Education authorizes travel outside the state.

10.4.5.4 Periods of such leave shall not be considered as a break-in-service.

10.4.6 A teacher shall be deemed to have recovered from an industrial accident or illness, and thereby, able to return to work, at such time as his/her physician agrees that there has been such a recovery. The District has the option of requiring an additional physician's opinion.

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

10.4.8 The District's report of an industrial accident or illness shall be kept on file in the business office.

10.4.9 The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the

District shall not deduct accumulated sick leave from the sick leave allotment of a teacher who is absent as the result of an industrial accident or illness.

- 10.5 Personal Necessity Leave – Employees covered by this Agreement shall be entitled to use a maximum of ten (10) days annually (school year) of accrued sick leave (10.1) each fiscal year for any of the purposes listed below. Examples of personal leave are as follows: wedding in immediate family, college graduation of child, necessary legal matters. Personal Leave may be used each school year for other personal matters which under the circumstances the employee cannot reasonably be expected to disregard and which require the attention of the employee during his assigned hours of service subject to the following conditions:
- 10.5.1 A maximum of ten (10) days of accumulated sick leave may be used in any school year for personal necessity or discretionary leave, or a combination thereof. In no event may **combined** usage of personal necessity leave and discretionary leave exceed ten (10) days in a school year.
  - 10.5.2 Death or serious illness of a member of the teacher's immediate family;
  - 10.5.3 An accident involving his/her person or property, or the person or property of a member of his/her immediate family;
  - 10.5.4 Appearance in court as a litigant; or as a witness under an official order;
  - 10.5.5 Inability to get to assigned place of duty due to circumstances beyond control;
  - 10.5.6 Religious Holidays (up to two (2) days).
  - 10.5.7 Other personal necessities which are allowed at the discretion of the Superintendent or designee. (see 10.11)
  - 10.5.8 The employee shall give twenty-four hours (24) prior notice except in an emergency.
  - 10.5.9 The personal leaves may not be utilized for a vacation or holiday to extend any holidays or vacation periods.
  - 10.5.10 The personal leaves may not be used for a social event and/or a recreational activity.
  - 10.5.11 The personal leaves may not be used for attendance at a convention related to the employee's vocation.
  - 10.5.12 The personal leaves may not be used for work stoppage
  - 10.5.13 Personal leave may not be used for unit acquisition, due to being in paid status.
- 10.6 Discretionary Leave – Employees covered by this Agreement shall be entitled to use a maximum of ten (10) days annually (school year) of accrued sick leave (10.1) each fiscal year for discretionary leave. Discretionary Leave use is subject to the following conditions:

- 10.6.1 A maximum of ten (10) days of accumulated sick leave may be used in any school year for discretionary leave or personal necessity leave, or a combination thereof. In no event may **combined** usage of discretionary leave and personal necessity leave exceed ten (10) days in a school year.
- 10.6.2 No more than three (3) of the ten (10) days of discretionary leave can be used consecutively.
- 10.6.3 Discretionary means the employee does not have to state the reason for the absence, but a minimum of 48 hours advance notice for planned absences should be given.
- 10.6.4 Discretionary leave may not be used on a staff development days, Back-to-School Night, Open House or non-student teacher workdays, without the approval of the site administrator. If the request is denied, an employee can appeal the site administrator's decision to the Superintendent or designee
- 10.6.5 Discretionary leave may not be used for unit acquisition, due to being in paid status.
- 10.7 Bereavement Leave - Employees covered by this Agreement shall be entitled to a leave of absence, not to exceed four (4) days, or six (6) days if out-of-state travel of 400 miles or more is required, on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave.
- 10.7.1 The Board shall require the use of Bereavement Leave before Personal Leave days are used for the purpose allowed in this paragraph.
- 10.8 Health Leave - The Board may grant a teacher, upon request, a leave for health reasons based on the following stipulations:
- 10.8.1 A statement by the teacher's physician to the effect that the teacher needs such leave shall be furnished at the Board's request. The District has the option of requiring an additional physician's opinion.
- 10.8.2 The teacher shall, in all cases, give prior written notification to the board of his/her intended return date at least two (2) weeks in advance.
- 10.8.3 An unpaid Health Leave shall be granted if a teacher is unable to perform his/her services because of illness, accident, or quarantine.
- 10.9 Study Leave - A leave of absence of up to one (1) year may be granted to any teacher with tenure upon application for the purpose of engaging in study at an accredited college or university reasonably related to their professional responsibilities; foreign or military teaching programs; the Peace Corps or Job Corps as a full-time participant in such program; and/or a cultural or work program related to their professional position.
- 10.9.1 Study Leave may be paid or unpaid as agreed upon between the District and the teacher prior to such leave, and upon the return from such leave, the teacher shall be placed at the same position on the salary schedule.
- 10.9.2 Teachers receiving paid or unpaid leave shall maintain their district seniority.

10.10 Jury Duty Leave - A teacher shall be entitled to as many days of paid leave as are necessary for legally required appearances in any legal proceeding, involving job related matters or jury duty. Jury Duty Leave is subject to use under the following terms:

10.10.1 Upon notification of jury duty, the teacher shall immediately inform his/her immediate administrator.

10.10.2 Jury duty compensation will be reimbursed to the District. The teacher shall retain any amount he/she receives for mileage/travel expenses.

10.11 Special Leave - Each teacher may request from the Superintendent a special leave not included in the above leaves.

10.12 Child-Rearing Leave - Upon request, the Board may provide a teacher who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant. Sick leave may not be used for this purpose. A teacher shall notify the Superintendent that he or she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

Any teacher who seeks an extension of child-rearing leave shall make application no later than six weeks preceding the expiration of the original leave or no later than March 10.

10.13 Adoption Leave - upon request the superintendent may provide a teacher who is adopting a child a leave comparable to that extended to a birth mother using a combination of personal and sick leave.

10.14 Miscellaneous - A teacher on paid or unpaid leave of absence shall be entitled to return to the District.

10.15 Catastrophic Leave Bank

10.15.1 Catastrophic Sick Leave Bank

10.15.1.1 To provide additional paid sick leave benefits for a participating teacher on paid status who suffers a catastrophic illness or injury to him/herself or a member of the teacher's immediate family. This provision shall provide the teacher full pay during the extended sick leave period.

10.15.1.2 Catastrophic illness or injury means an illness or injury expected to incapacitate a teacher or a member of the teacher's immediate family for an extended period, and taking extended time off work creates a financial hardship for the teacher because he or she has exhausted all of his or her sick leave and other paid time off. Extended period is defined to mean an illness or injury that requires a teacher to be absent a minimum of five (5) consecutive work days within one pay period. Catastrophic leave will not be considered for elective surgery, which could be scheduled during a summer vacation period or at other breaks during the school year. Cosmetic surgery procedures and stress shall also not constitute a catastrophic illness.

10.15.2 Eligibility and Contributions

- 10.15.2.1 All teachers on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
  - 10.15.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
  - 10.15.2.3 Teachers who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of one (1) year after joining the bank before becoming eligible to withdraw from the Bank.
  - 10.15.2.4 The contribution, on the appropriate form, shall be authorized by the teacher and continued from year to year until canceled by the teacher.
  - 10.15.2.5 Cancellation, on the proper form, may be effected between September 1 and October 1 of each school year, and the teacher shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the teacher effects cancellation.
  - 10.15.2.6 Contributions shall be made between September 1 and October 1 of each school year.
  - 10.15.2.7 Teachers returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new teachers and those teachers returning from leave.
  - 10.15.2.8 The annual rate of contribution by each participating teacher for each school year shall be one (1) day of sick leave, which shall be deemed to equate to the legal minimum required by Education Code 44043.5. Participating members who have contributed for ten consecutive years **without a withdrawal** are considered vested in the Catastrophic Leave Bank. Ten (10) consecutive years of contributions, **without a withdrawal**, whether part time or full time, is considered vested. Vested members are entitled to suspend contributions indefinitely until such time the available days in the leave bank is less than three hundred and sixty days (360) at the donation period (September 1 to October 1). For vesting purposes, a year's leave of absence does not constitute a break in service. Contributions for vested members will resume for one year or until the available days meet or exceed three hundred and sixty days (360).
- 10.15.3 **Withdrawal from the Bank (See Appendix F – Request to Utilize Form on Page 75)**
- 10.15.3.1 The Sick Leave Bank Committee consisting of two (2) members of the BTA Executive Board and/or Negotiating Team will meet within five (5) work days of the request to approve or deny each request.



- 10.15.3.2 A teacher must submit a request for catastrophic leave that has a maximum of 20 work days.
- 10.15.3.3 The catastrophic injury or illness must be verified in writing by a licensed physician submitted with the Catastrophic Leave Bank Use Request form (form located at the back of this contract)
- 10.15.3.4 Only qualified contributors will be permitted to withdraw from the Catastrophic Leave Bank.
- 10.15.3.5 Teachers must use all sick leave, as defined in Article X, section 1, SICK LEAVE, available to them before being eligible for withdrawal from the Bank.
- 10.15.3.6 If a teacher has drawn twenty (20) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a licensed physician of the Committee's choice at the teacher's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the teacher's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report.
- 10.15.3.7 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the teacher, in writing, of the reason for the denial.

#### 10.15.4 Miscellaneous Guidelines

- 10.15.4.1 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- 10.15.4.2 In October of each school year, the District shall notify the Committee of the following:
- The total number of accumulated days in the Bank on June 30th of the previous school year.
  - The number of days contributed by teachers for the current year.
  - The names of participating teachers.
  - The total number of days available in the Bank.
- 10.15.4.3 If approved by the Committee, the District shall pay the employee the same pay the employee would have earned had the employee worked that day,

and the Bank shall be charged one (1) day.

- 10.15.4.4 Teachers must use all sick leave, but not differential leave, as defined in Article X, section 1, SICK LEAVE, available to them before eligible for a withdrawal from the Bank.
- 10.15.4.5 Teachers who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the Catastrophic Leave Bank. If requested by the teacher and approved by the Committee, in lieu of differential pay, the District shall pay the teacher full pay and the Bank shall be charged one-half (1/2) day.
- 10.15.4.6 Any approved days unused by the employee will be returned to the Catastrophic Sick Leave Bank.
- 10.15.4.7 In the interest of not depleting the Bank, the committee, at its discretion, may deny a subsequent request from the same member which would bring their withdrawal amount in excess of forty (40) days within the same school year.
- 10.15.4.8 Beginning the 2019-2020 school year, there will be a lifetime CAP of 80 days from the bank.
- 10.15.4.9 The District shall provide all necessary information to the Committee.
- 10.15.4.10 If a teacher is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the teacher's family.

#### 10.16 Association Leave

The Association may use up to thirty (30) days, at Association expense, for release time, of its executive board, per association approval (officers, site reps, and negotiators).

#### 10.17 Military Duty

Employees will be granted military leave under the provisions of the Military and Veteran's Code 395, 395.01, and are subject to the provisions with the Education Code and the Uniform Services Employment and Reemployment Rights Act of 1994. The employee will be reinstated in a like or comparable position for which the employee is qualified, in which he/she would have attained had the employee not been in military service. The position placement must be one with comparable status and rate of pay (determined based upon remaining days within contract days of service).

## ARTICLE XI: CLASS SIZES

### 11.1 District Class Sizes

The provisions of this Agreement are intended to maintain class size at a reasonable and equitable level. The following provisions shall be effective commencing with the 2013-2014 school year:

- 11.1.1 The District will use its good faith efforts to maintain a school-site wide average maximum class size as follows:

Classes:	TK:	12:1 (or current legal requirements in effect; staffed by a combination of certificated and classified personnel)
	Kindergarten -	26:1
	1 <sup>st</sup> -3 <sup>rd</sup>	26:1
	4 <sup>th</sup> – 8 <sup>th</sup>	32:1

Special Education: Caseloads shall not exceed 28:1

- 11.1.2 Students in special education classes who are mainstreamed into the regular classroom will be counted in that classroom's enrollment.
- 11.1.3 The site principals will make every effort to avoid the creation of a combination class. In the event the creation of a combination class cannot be avoided, the site principals will make every effort to lower class sizes in combination classes. Once the non-combination grade classes at the school reach the agreed upon class size set forth in Article 11.1, then an additional student could be added to the combination class.
- 11.1.4 Special Education classes will not exceed legal state maximums unless a State Board of Education waiver is received.

### 11.2 Modifications

- 11.2.1 The listed District class size averages are subject to modification for purposes of:

- 1) avoidance of combination classes or low enrollment classes;
- 2) large group or innovative instruction;
- 3) abrupt changes in enrollment, or;
- 4) other valid reasons as mutually agreed upon by the school staff and principal.

11.2.2 None of the above modifications (11.2.1) will result in denying the benefits listed in 11.3.1, unless the modification was initiated by the teacher. For the purposes of this paragraph the term initiated shall be defined as follows - If a position is posted or created as a result of the above modifications (11.2.1), it is considered to be initiated by the district. A teacher can initiate a modification by written notice to the administration.

11.2.3 At the middle schools, class sizes for non-core classes will be determined by the site principal given the following criteria:

- 1) Music class sizes determined in consultation with the music teacher(s).
- 2) PE will not exceed 45 students. Any modification to the cap of 45 must be mutually agreed upon by three equal parties being the site P.E. teachers, site staff and site administration.
- 3) Elective / Enrichment classes – every effort will be made to not exceed target ADA as delineated in 11.1.1.

### 11.3 Exceeding Class Size

11.3.1 The site principals will make every effort to maintain individual class sizes as noted above in 11.1.1. When the enrollment of any single TK-5 class or 6-8 total teacher contact exceeds the threshold below (26 for TK-3 and 33 for 4-5) the teacher shall receive:

11.3.1.1 Monetary Compensation: Provided the excess enrollment continues for 16 consecutive days or more in any month, a teacher shall be paid on a monthly basis, the sum of \$21.60 per student - per month (or current half-day sub rate, whichever is higher) for each student in excess of the stated threshold per month.

- 1) TK-3 Class Size Threshold: Enrollment reaches 25 students (i.e. compensation starts with the 26<sup>th</sup> student).
- 2) 4-5 Class Size Threshold: Enrollment reaches 32 students. (i.e. compensation starts with the 33<sup>rd</sup> student).
- 3) 6-8 Classes: The class size threshold shall be the daily total student contacts above 31.2 students (31.3 students), times the number of periods taught each day, not to exceed five (5) periods, excluding PE and band. For teachers assigned to the IB program and have an A and B student schedule group, the class size threshold shall be calculated using the teacher's class roster. This threshold will be used, up to a cap of 200 students. Teachers assigned to teach more than five (5) periods per day, shall not include the students or the class period, in the extra compensation calculation.

>Daily number of periods taught (excluding PE, Band and teaching during the advising period) times 31.2 = number of student contacts per day.

4) 6-8 Class Rosters Exceeding 200 students: When a teacher's regular five period class roster exceeds 200 students, a teacher shall be paid on a monthly basis, the flat rate sum of \$83.33 per month, for a total of \$250.00 per trimester. This class size threshold payment is in addition to that set forth in 3) above and applies to all teachers, including middle school PE and band teachers.

11.3.1.2 Middle School Science Teachers Assistance: When enrollment in a middle school science class exceeds the threshold set forth in Section 11.3 above, and a lab is going to be conducted in which special safety precautions are needed to ensure student safety due to the use of dangerous equipment or chemicals, a science teacher may request a site administrator to provide additional supervision support and provided the site administrator is in agreement, the site administrator shall use his/her best efforts to provide such support.

11.3.1.3 Parent-Teacher Conference Support: When enrollment in an elementary class or in a middle school teachers schedule of classes exceeds the threshold set forth in Section 11.3 above, and it is not possible to complete all parent-teacher conferences within a reasonable amount of time - i.e. beyond one hour after the end of an employee's workday, a teacher may request a site administrator provide release time to support the scheduling of parent-teacher conferences and provided the site administrator is in agreement, the site administrator shall use his/her best efforts to provide such support.

11.3.1.4 Kindergarten Weekly Support: When enrollment in an elementary transitional kindergarten or kindergarten class exceeds the threshold set forth in Section 11.3 above, a teacher may request a site administrator provide an additional 90 minutes of weekly push-in support to the classroom. For full-day kindergarten, a teacher may request 180 minutes of weekly push-in support to the classroom. This support is in addition to and not to replace the certificated staffing in the classroom.

#### 11.3.2 Elementary Release Time for Assessments:

Teachers of TK and K grade classes will receive two (2) days per trimester of certificated assistance for assessments.

Teachers of 1<sup>st</sup> through 3<sup>rd</sup> grade classes will receive two (2) days per trimester of certificated assistance for assessments.

Teachers of 4<sup>th</sup> through 5<sup>th</sup> grade classes will receive two (2) days per trimester of certificated assistance for assessments.

#### 11.4 Elementary Physical Education Specialist

Commencing with the 2018-2019 school year, the District shall have physical education specialist teachers assigned to schools to provide 180 minutes every ten (10) school days of physical education instruction for each teacher and their students in grades first through fifth grade and

students attending any all-day kindergarten program. Site Administrators shall in consultation with staff schedule these services as appropriate.

#### 11.5 Special Education Planning/Assessment Release Time

Special Education Teachers will receive up to ten (10) days per school year of certificated assistance/release time for assessments, IEP preparation, report writing, etc. IEP meetings should not be scheduled on these release days. These days will be mutually agreed upon between the teacher and administration and may be scheduled before, during and after the standard work year. [Note: Any time scheduled outside of the 185 work calendar shall be compensated at daily rate.]

## **ARTICLE XII: ASSIGNMENT, TRANSFERS AND FILLING OF VACANCIES**

#### 12.1 Voluntary Transfers and Reassignments

12.1.1 Except as provided in Section 12.1.1.1 below, requests by teachers for voluntary transfers or reassignment to a different grade, school, building, or position shall be made in writing, on forms furnished by the District, one (1) copy of which shall be filed with the Superintendent, or Designee. The request shall state the reasons for transfer or reassignment, the school, grade, or position sought, and the applicant's academic qualifications. Such requests may be renewed once each year to assure active consideration by the District and its representatives.

##### 12.1.1.1 Special Education Teachers Teaching Outside Special Education Credential:

Special education teachers hired in a probationary position after the 2017-2018 school year are not eligible to request a voluntary transfer or reassignment to a position or school that would result in the employee teaching outside of their special education credential until such time as the employee has completed a minimum of four, full-time school years with the District in a special education position. However, a special education teacher may still request a voluntary transfer or reassignment into a vacant special education position at any time.

12.1.2 If a voluntary transfer or reassignment request is denied, the teacher can request in writing, within 10 business days, the specific reasons for the denial. The administrator will respond to this request in writing within 10 business days of the request and provide each specific reason for the denial.

#### 12.2 Involuntary Transfers

12.2.1 Involuntary transfers shall be based exclusively on the legitimate, specific written policies, or the educational-related needs of the District.

- 12.2.2 A teacher who is to be involuntarily transferred shall upon written request be given the specific reasons for the impending transfer in writing within ten (10) business days of notification to the teacher who is being transferred. The District shall specify the specific written policies and the educational-related needs upon which the transfer is based.
- 12.2.3 A teacher shall have the right to appeal the involuntary transfer to the Superintendent or Designee within 10 business days by providing written notification to the District of the appeal. In reference to the appeal, the teacher shall have the right to the assistance of, and representation by, an Association representative. The appeal process shall be documented and signed by both parties.
- 12.2.4 An involuntary transfer shall not result in the loss of contracted salary, seniority or any health welfare and retirement benefits to a teacher.

### 12.3 Involuntary Transfers (Declining Enrollment)

- 12.3.1 When it is necessary to reduce a school's staff due to loss of enrollment, the teacher to be transferred to another school site will be the teacher at the school site from which the transfer will occur with the least years of service with the district (**full-time equivalent**) provided the credentials and certifications are appropriate. If the transfer of the least senior teacher results in the unintended elimination of a middle school program for which there is no other appropriately credentialed staff member at that site, then the teacher with the next least years of service with the district will be transferred. In the case of a job share, for purposes of transfer, the job share pair shall be treated as one position using the seniority date of the least senior partner. In a situation of more than one teacher with the same years of service (full time equivalent) with the district, the seniority date (first date of paid service in a probationary position) will be used.
- 12.3.2 Due to loss of enrollment, an involuntarily transferred elementary teacher has the right of first refusal if a new position for which they are appropriately credentialed becomes available at the site from which they were transferred prior to the first duty day of the next school year.
- 12.3.3 Due to loss of enrollment, an involuntarily transferred middle school teacher has the right of first refusal only if a position from within their original department for which they are appropriately credentialed becomes available prior to the first duty day of the next school year.
- 12.3.4 A teacher who is to be involuntarily transferred shall upon written request be given the specific reasons for the impending transfer in writing within ten (10) business days of notification to the teacher who is being transferred. The District shall specify the specific written policies and the educational-related needs upon which the transfer is based.
- 12.3.5 A teacher shall have the right to appeal the involuntary transfer to the Superintendent or Designee within 10 business days by providing written notification to the District of the appeal. In reference to the appeal, the teacher shall have the right to the assistance of, and

representation by, an Association representative. The appeal process shall be documented and signed by both parties.

- 12.3.6 An involuntary transfer shall not result in the loss of contracted salary, seniority or any health welfare and retirement benefits to a teacher.

#### 12.4 Involuntary Reassignments

- 12.4.1 Involuntary reassignments shall be based exclusively on the specific written policies, if any, or the educational-related needs of the District.
- 12.4.2 A teacher who is to be involuntarily reassigned shall upon written request be given the specific reasons for the impending reassignment in writing within ten (10) business days of notification to the teacher who is being reassigned. The District shall specify the specific written policies, if any, and/or the education-related needs upon which the reassignment is based.
- 12.4.3 A teacher shall have the right to appeal the involuntary reassignment to the Superintendent or Designee within ten (10) business days, by providing written notification to the District of the appeal. In reference to the appeal, the teacher shall have the right to the assistance of any representation by an Association representative. The appeal process shall be documented and signed by both parties.
- 12.4.4 An involuntary reassignment shall not result in the loss of contracted salary, seniority, or any health, welfare, and retirement benefits to a teacher.

#### 12.5 Involuntary Reassignments (Declining Enrollment)

- 12.5.1 When it is necessary to reduce a school's staff due to loss of enrollment in a grade level, the teacher to be reassigned to another grade level will be the teacher at the grade level from which the reassignment will occur with the least years of service with the district (**full-time equivalent**), provided the credentials and certifications are appropriate. If the reassignment of the least senior teacher results in the unintended elimination of a middle school program for which there is no other appropriately credentialed staff member at that site, then the teacher with the next least years of service with the district will be reassigned. In the case of a job share, for purposes of reassignment, the job share pair shall be treated as one position using the seniority date of the least senior partner. In a situation of more than one teacher with the same years of service (full time equivalent) with the district, the seniority date (first date of paid service in a probationary position) will be used.
- 12.5.2 Due to loss of enrollment, an involuntarily reassigned elementary teacher has the right of first refusal if a new position for which they are appropriately credentialed becomes available at the site from which they were transferred prior to the first duty day of the next school year.
- 12.5.3 Due to loss of enrollment, an involuntarily reassigned middle school teacher has the right of first refusal only if a position from within their original department for which they are appropriately credentialed becomes available prior to the first duty day of the next school year.
- 12.5.4 A teacher who is to be involuntarily reassigned shall upon written request be given the specific



reasons for the impending reassignment in writing within ten (10) business days of notification to the teacher who is being reassigned. The District shall specify the specific written policies, if any, and/or the education-related needs upon which the reassignment is based.

- 12.5.5 A teacher shall have the right to appeal the involuntary reassignment to the Superintendent or Designee within ten (10) business days, by providing written notification to the District of the appeal. In reference to the appeal, the teacher shall have the right to the assistance of any representation by an Association representative. The appeal process shall be documented and signed by both parties.
- 12.5.6 An involuntary reassignment shall not result in the loss of contracted salary, seniority, or any health, welfare, and retirement benefits to a teacher.

## 12.6 Release Time

- 12.6.1 Whether notified prior to or during the school year of an involuntary transfer to another site, room change or reassignment to take effect the following school year, the teacher shall be provided three (3) substitute days or three (3) day per diem.
- 12.6.2 If a teacher voluntarily requests another site, room, or grade level prior to the following school year, no substitute days or per diem pay will be provided.

## 12.7 Filling of Vacancies

When a vacancy exists, as determined by the Superintendent and/or designee, the following procedures shall be followed:

- 12.7.1 When vacancies occur after the start of the school year (the first student contact day), it may be difficult to fill them from within the District without undue disruption to the existing instructional program. Such a vacancy will be filled for that year and reposted for the following school year.
- 12.7.2 It is the policy of the District to fill vacancies from within its own teaching staff. Whenever a vacancy arises the Superintendent, or Designee, shall post notice of the same in the District Office, on the District website and at each site for no less than ten (10) unit working days before the position is filled. When school is not in session, vacancies will only be posted on the District website and at the District office. Vacancies arising 15 days before or any time after the school year has already begun will be posted for no less than three (3) unit working days before the position is filled, unless otherwise agreed on between the District and the Association.
- 12.7.3 Vacancies shall be filled using the following considerations: competency, and/or experience, and/or qualifications, and/or seniority of the applicant meeting the needs of the school. Any new positions shall be posted with accompanying job descriptions.

## ARTICLE XIII: SHARED CONTRACTS

### 13.1 Job Share

“Job Share Pair” is one full-time position filled by two (2) permanent full-time employees on a 50-50 ratio, but in no event less than a 60-40 ratio, with each employee taking a leave of absence from the remaining portion of their position.

#### 13.1.1 Application

Teachers desiring a shared contract shall apply for leave of absence for the portion of the contract they wish to share. Requests for job shares must be submitted in writing to the Superintendent or designee no later than January 15 of the year prior to the proposed job share. The request will indicate how the unit members plan to implement the job share position, including: details of how the unit members plan to coordinate their work, ensuring that the educational continuity of the class will be preserved, and a proposed job share calendar. Job share proposals shall be reviewed and approved by the Superintendent or designee with the site administrator input. Final approval of job share proposals shall be made by Board action. A teacher requesting a shared contract must apply for and be granted leave by the Board, with all provisions of the leave policies being in effect. One of the criteria for approval will be the district's ability to find an acceptable job share partner. The maximum number of job share pairs, including RWL contracts, shall not exceed 10% of the total number of teaching positions in the district or 20% of the total number of teaching positions in the school.

13.1.2 Job share assignments may be entered into by permanent teachers only.

13.1.3 While every effort will be made to place job sharers at their requested site, final assignments will be made based on the needs of the District and the limits set as stated in 13.1.1.

13.1.4 Shared contracts are to be for a period of one (1) year only, and must be resubmitted for consideration each year by January 15<sup>th</sup>. The District may, at its discretion, accept late job share proposals that are judged to be in the best interest of the programs of the district. Priority shall be given to teachers under 13.7 STRS Pre-Retirement Reduced Work Load Program ("Willie Brown Act").

13.1.5 For those that are lacking a partner, the District will make every effort to assist in finding a job share partner. If by February 15 a job sharer lacks a partner for the following school year, he/she is subject to transfer to another site should another "singleton" desiring a job share exist at a different site within the district. Criteria for the transfer will be experience, competency and qualifications.

13.1.6 If the job sharer does not wish the transfer, he/she may request full-time. This decision must be made within one week of notification of transfer.

## 13.2 Absences

The job sharers may cover for each other for absences with the mutual consent of the principal and the "covering" teacher.

13.2.1 See Article 17.8.1- Substituting/covering extended leave.

## 13.3 Duties

Both teachers sharing contracts will be responsible for attending parent conferences and all other duties and responsibilities normally considered to be part of a regular teacher's contract unless released by the site principal. Both teachers sharing a contract are required to attend all district in-services and will be compensated their daily rate accordingly.

## 13.4 Benefits

Teachers sharing contracts will be eligible for their pro rata share of medical and dental benefits and will be required to reimburse the district for the portion paid by the district on a monthly, quarterly or yearly basis as requested by the District.

13.5 Salary Schedule Movement - An experience step will be granted at the end of two (2) school years.

## 13.6 Returning to Full-time Status

13.6.1 A job sharer who has previously been full-time may return to full-time status in a subsequent year only if a vacant position exists for which he/she is properly credentialed and qualified.

13.6.2 Should a job sharer desire full-time status the following year, that individual must make a request in writing to the district by January 15.

13.6.3 If more than one job sharer requests a vacant position in the district, and they are equally

credentialed and qualified, the position will be granted to the teacher with the most seniority in the district. Returning job sharers may fill vacant positions after all other transfers and reassignments have been completed. Priority will be given to returning job sharers over all new hires (i.e. temporaries and eligibility pool).

### 13.7 STRS Pre-Retirement Reduced Work Load Program (“Willie Brown Act”)

#### 13.7.1 Application

Teachers desiring a Reduced Work Load (“RWL”) contract shall apply for leave of absence for the portion of the contract they wish to share. Requests for RWL contracts must be submitted in writing to the Superintendent or designee no later than January 15 of the year prior to the proposed RWL contract. The applicant will make every effort to find a job share partner. The request/application will indicate how the teachers plan to implement the job share position, including: details of how the teachers plan to coordinate their work, ensuring that the educational continuity of the class will be preserved, and a proposed job share calendar. Job share proposals shall be reviewed and approved by the Superintendent or designee with the site administrator input. Final approval of job share proposals shall be made by Board action. A teacher requesting a RWL contract must apply for and be granted leave by the Board, with all provisions of the leave policies being in effect.

#### 13.7.2 Eligibility

Eligible employees may participate in the STRS Pre-Retirement Reduced Work Load Program and maintain full retirement benefits as follows:

13.7.2.1 “Eligible employees” is defined as certificated employees who:

- 1) have reached age 55 prior to reducing their work load;
- 2) have been employed full time in a certificated position for at least ten (10) years, of which the immediately preceding five (5) years were full time without a break in service;
- 3) approved leaves of absence, whether paid or unpaid, do not constitute a break in service.

13.7.2.2 Eligible employees who are interested in reducing to part-time and maintaining their retirement benefits shall notify the District’s personnel office in writing by no later than January 15 of the year preceding the year in which they desire to reduce to part-time status.

13.7.2.3 The part-time status must be at least one-half of a full-time position, and the employee must work at least one-half of the number of days of a full time employee.

13.7.2.4 While every effort will be made to place job sharers at their requested site, final assignments will be made based on the needs of the District and the limits set as stated in 13.1.1.

13.7.2.5 The employee shall receive a salary that is the pro-rata share of what he/she would have earned had he/she remained full-time.

- For each school year the member's workload is reduced, the member shall contribute to the Teachers' Retirement Fund the amount that the member would have contributed had the member performed creditable service for that position on a full-time basis.
- For each school year the member's workload is reduced, the employer shall contribute to the Teachers' Retirement Fund at a Reduced Workload Program contribution rate, adopted annually by the Teachers' Retirement Board, on the creditable compensation the member would have been paid had the member performed creditable service for that position on a full-time basis.

13.7.2.6 The employee shall receive the same benefits as he/she would have received if he/she remained full-time, and shall make whatever contributions toward benefits that a full-time employee with benefits make.

13.7.2.7 The reduction to part-time status under this program may not exceed five (5) years.

### 13.7.3 Returning to Full-time Status

13.7.3.1 A RWL employee who has previously been full-time may return to full-time status in a subsequent year only if a vacant position exists for which he/she is properly credentialed and qualified.

13.7.3.2 Should a RWL employee desire full-time status the following year, that individual must make a request in writing to the district by January 15.

13.7.3.3 If more than one RWL employee requests a vacant position in the district, and they are equally credentialed and qualified, the position will be granted to the teacher with the most seniority in the district. Returning RWL employees may fill vacant positions after all other transfers and reassignments have been completed, except returning job shares. Priority will be given to returning RWL employees over all returning job sharers or over all new hires (i.e. temporaries and eligibility pool).

13.7.3.4 The member shall make the full employee-portion of his/her retirement contribution and the district shall make the full employer-portion of the retirement contribution as each would have made had the employee remained full time.

13.7.3.5 RWL contract approvals are to be for a period of one (1) year and must be resubmitted for consideration each year by January 15<sup>th</sup>. The District may, at its discretion, accept late job RWL proposals that are judged to be in the best interest of the programs of the district.

### 13.8 Absences

The job sharers may cover for each other for absences with the mutual consent of the principal and the "covering" teacher.

13.7.1 See Article 17.8.1 - Substituting/covering extended leave.

13.9 Duties

Both teachers sharing contracts will be responsible for attending parent conferences and all other duties and responsibilities normally considered to be part of a regular teacher's contract unless released by the site principal. Both teachers sharing a contract are required to attend all district in-services and will be compensated their daily rate accordingly.

## ARTICLE XIV: EVALUATION

### 14.1 Purpose

The purpose of the evaluation process is the following:

- 14.1.1 To acknowledge and support the wide-ranging practice and experience of all Buckeye certificated employees.
- 14.1.2 To provide a clear structure, using the *California/Buckeye Standards for the Teaching Profession*, for delineating specific areas of teacher growth and student learning.
- 14.1.3 To encourage collaboration and innovation.
- 14.1.4 To foster authentic professional dialogue among participants.

### 14.2 Timeline

The timeline for evaluation is consistent with Ed Code Section 44664. (Appendix D-1)

NOTIFICATION OF EVALUATION PROCESS – IF RETURNING SOMEONE TO EVALUATION CYCLE, COMPLETE APPENDIX E	WITHIN FIRST TWENTY (20) WORK DAYS OF THE SCHOOL
<ul style="list-style-type: none"> <li>● Teacher conducts self-assessment</li> <li>● Teacher/Administrator set goals for the year</li> </ul>	45 days after the first day of student contact.
<ul style="list-style-type: none"> <li>● Teacher/Administrator meet for pre-observation conference(s)</li> <li>● Administrator observes in the classroom</li> <li>● Teacher/Administrator meet for post-observation conference(s) and develop improvement plan, if needed.</li> <li>● Teacher/Administrator reflect upon student assessment data</li> <li>● Teacher may observe peer(s) and reflects on observations.</li> </ul>	Sept. - May
<ul style="list-style-type: none"> <li>● First formal observation</li> </ul>	No later than January 15 <sup>th</sup> .
<ul style="list-style-type: none"> <li>● Notification of possible <i>Unsatisfactory/Does Not Meet Standard</i> rating to probationary/permanent teachers.</li> </ul>	February 1st.
<ul style="list-style-type: none"> <li>● Notification of possible <i>Developing</i> rating.</li> </ul>	April 1st.
<ul style="list-style-type: none"> <li>● Teacher solicits student feedback through survey/ Reflects upon student feedback with principal. (Teacher does not provide survey responses to administrator.)</li> </ul>	Mid-Year or end of Year (prior to final evaluation conference).
<ul style="list-style-type: none"> <li>● Administrator completes and gives final evaluation form to the teacher</li> </ul>	Fifteen (15) calendar days prior to last day of school
<ul style="list-style-type: none"> <li>● Notification of <i>PAR</i> support program referral.</li> </ul>	Prior to last day of school

<ul style="list-style-type: none"> <li>Teacher/Administrator complete final evaluation conference</li> </ul>	Prior to last day of school
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14.3 Evaluation Process/Procedures

14.3.1 Four Point Rubric: Evaluation is a continuing process including, but not limited to, the formal process outlined in this contract. It is the responsibility of the District to evaluate and assess employee competency as it reasonably relates to the California/Buckeye Standards for the Teaching Profession, the Education Code, the contract, the teacher's job description, and Board policy. The evaluation shall include a goal setting process and be based on the following four point rubric.

**Four Point Rubric for Each Standard Evaluated**

<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Professional Support Needed</b>	<b>Developing Level</b>	<b>Effective/Proficient</b>
Performance is clearly unacceptable, does not meet standards, and needs to be improved immediately. Re-evaluation and professional support plan are required.	Teachers are not expected to remain at this level; performance has deficiencies which must be addressed. A professional support plan will be implemented.	Aware of skills/strategies needed for professional teaching standards and working on using them with consistency. Shows satisfactory performance towards standards. Areas of growth are noted but do not require support plan.	Describes solid, expected professional performance which meets or exceeds standards. Areas for growth will be identified.

14.3.2 Late Hires: Teachers hired after September 1st shall meet with their evaluator within two weeks to initiate the Evaluation Process.

14.3.3 Annual Evaluation Non-Tenure/Two Year Cycle Tenured Employee: Evaluation and assessment of the performance of each teacher shall be made on a continuing basis, every year for non-tenured teachers and at least every two (2) years for tenured teachers with permanent status, unless the provisions of 14.3.4 apply.

14.3.4 Five Year Evaluation Cycle: Permanent teachers who have been employed by the District for at least ten (10) consecutive years as a teacher who are considered "highly qualified" pursuant to the regulations under "No Child Left Behind" (20 U.S.C. 7801, *et. seq.*) and whose most recent evaluation ratings have been satisfactory may be evaluated every five (5) years, provided the teacher and his/her primary evaluator consent. At any time, the teacher or the evaluator may withdraw consent returning to the "every two (2) years" cycle. Written notice, as set forth in Appendix E (Return to Evaluation Cycle and/or Referral to Peer Assistance and Review Program) shall be provided to the employee. The withdrawal of consent shall not be subject to the grievance /arbitration procedure.

14.3.5 Transfers and Reassignment Evaluations: A teacher who changes grade levels, school sites and/or subject matter, may be notified that they will be returned to the evaluation cycle and evaluated that school year.



## 14.4 Goal Setting Process

14.4.1 Employee Responsibility Prior to Goal Setting Conference: Prior to the Goal Setting Conference the teacher will:

- i. Conduct the Self-Assessment on the Continuum of Teaching Practice (Appendix D-3). (Self-Assessment is not turned in to evaluator.)
- ii. Complete the *Student Data Analysis and Reflection Form* (Appendix D-7). At least five (5) workdays prior to the goal setting conference, the principal will notify the evaluatee of the necessary and readily available data to use for analysis. The evaluatee may bring to the goal setting conference any additional data of their choice.
- iii. Review identified areas for continuing growth from previous evaluation.

14.4.2 Goal Setting Conference: At the goal setting conference, the evaluator and teacher shall:

- i. Discuss the teacher's reflection on *Self-assessment on the Continuum of Teaching Practice* (Appendix D-3).
- ii. Discuss how the teacher will use results from the *Student Data Analysis and Reflection Form* (Appendix D-7).
- iii. Discuss identified areas for continuing growth from previous evaluation.
- iv. With the evaluator, the teacher will identify one C/BSTP's, in addition to Standard 5, to be the focus of the evaluation. (Appendix D-2 and D-3) The teacher would be evaluated on all elements contained within the chosen C/BSTP. During the goal setting conference, the teacher may choose to change the C/BSTP based upon the conversation with the evaluator. The teacher and evaluator will fill out the *Goal Setting Conference Agreement Form* (Appendix D-4)
- v. Evaluator and teacher will mutually decide on the type and scope of evidence used to show that goals have been adequately addressed. Evidence may include: Sample lesson/unit plans, Student work/ projects, Class rules and procedures, Discipline records, Professional Learning Communities, Membership in professional organizations, Formal and informal mentoring, Participation on committees, Technology used, Use of student learning teams, Materials to promote critical thinking and problem solving, Collaborative lesson planning, Video tapes of lessons/students performances, Audiotapes of lessons/student performances, Photographs, Use of professional literature to inform instruction, Writing professional articles, Data/feedback collected by teacher, Data/feedback collected by coach/administrator, Artifacts from professional conference, workshops, and reading, Records of student progress (grade book, charts, graphs, tables) on curricular goals.
- vi. Every effort should be made to reach agreement on goals and model for evaluation, but in the event that the teacher and evaluator cannot agree upon goals under subsection iv. above, the teacher shall have the final responsibility for choosing the goals. If the teacher and evaluator cannot agree upon goals, and the teacher's previous evaluation included a "Needs Improvement", "Unsatisfactory" or the teacher has been pulled back into the evaluation cycle, is on a Remediation Plan or PAR, the evaluator shall have the final

responsibility for choosing goals.

## 14.5 Observations

14.5.1 Pre-Observation Conference: Using the *Pre Conference Conversation Questions* (Appendix D-5) as a guide, the teacher and evaluator will discuss and outline a plan for the observation period, including dates and times for formal observations and the communication and timing of feedback. The *Pre Conference Conversation Questions* are meant as suggestions for guiding the conversation; they are not a required list, and written responses are not expected.

### 14.5.2 Formal Observations

- i. There will be two (2) formal observations. These observations shall be scheduled at a mutually agreed-upon time, and shall be no less than one half-hour and no more than 50 minutes to ensure full understanding of the lesson's objectives. An administrator shall provide a minimum of five (5) working days' notice of any change in the formal observation schedule, but if the employee elects to hold the observation sooner they may mutually agree with their administrator to do so.
- ii. Each teacher shall sign acknowledging receipt of any observation report identified in this Article, however, such signature does not necessarily constitute agreement with the contents of the document.
- iii. If, during the observation period, the evaluator identifies a need for immediate improvement in an area that was not identified during the goal-setting process, an addendum to the *Goal Setting Conference Agreement Form* may be developed (Appendix D-4(A)). An improvement plan will be developed and discussed, including specific means for assessing improvement (e.g., an additional formal observation). The teacher will be given an opportunity to attach to the improvement plan any comments that the teacher may wish to prepare within ten (10) work days of the discussion.

### 14.5.3 Post-Observation Conference Timelines/Content

- i. If the evaluator is observing the teacher in a cluster (usually three class meetings in a row), the evaluator shall meet with the teacher within five (5) working days of the last cluster observation.
- ii. If the evaluator is observing the teacher over an extended period, the evaluator shall meet with the teacher within five (5) working days of each observation.
- iii. Using the *Post Conference Conversation Questions* (Appendix D-6) as a guide, the teacher and evaluator will discuss and reflect upon the observations. The *Post Conference Conversation Questions* are meant as suggestions for guiding the conversation; they are not a required list, and written responses are not expected.
- iv. Based on the observations, the evaluator will identify areas of strength and areas of needed improvement. If there are not areas identified as needing improvement, then no written post-observation report is needed. The evaluator shall communicate either

verbally or in an informal manner (i.e., email, etc) a summary of the observation to the teacher. If there are areas identified as needing improvement/development, then the evaluator shall identify the concerns and document the same in writing and provide a written report to the teacher. If areas of *immediately*-needed improvement are identified, an additional formal observation will be scheduled to assess improvement. The teacher will be given an opportunity to attach to the observation report any comments that the teacher may wish to prepare within ten (10) days of the discussion.

#### 14.5.4 Informal Observations

- i. The goal of an informal observation is to obtain a candid, unscripted (and possibly brief) snapshot of the teacher's practice. The district may conduct informal observations as needed.
- ii. An informal observation is any observation that does not require a pre- and post-observation conference.
- iii. Informal observations may be either scheduled or unscheduled. If a concern, based upon an informal observation, is reduced to writing, then a conference with the teacher will be offered and the teacher will be given an opportunity to attach to the observation report any comments that the teacher may wish to prepare within ten (10) work days of the discussion.

#### 14.5.5 Peer Observation (Optional)

- i. At the teacher's discretion, a half-day of release time will be provided to the evaluatee to observe peers within the district. Opportunities may also be encouraged/provided at the principal's discretion.
- ii. The *Peer Observation Form* (Appendix D-8) is meant as a guide for reflection on what the teacher might bring to his or her own teaching as a result of observing the peer. This reflection may be part of the discussion at the Final Evaluation Conference.

#### 14.5.6 Student Feedback Reflections

- i. Teacher will administer the Student Survey (Appendix D-9-D11) to all classes (for classroom teachers) or a reasonable sample of students (for specialists).
- ii. Teacher will read and reflect on completed Student Surveys. The completed surveys are not shared directly with the administrator.
- iii. Teacher will fill out the Student Survey Teacher Reflection Form (Appendix D-12) and share it with the evaluator, who will provide "Administrator Response" as appropriate on the form. This reflection may be part of the discussion at the Final Evaluation Conference.

### 14.6 Final Evaluation

- 14.6.1 Evaluation Report: The final written evaluation report shall be based on the teacher's performance in the areas of instructional and non-instructional duties, attainment of the agreed-upon curricular objectives, the teacher's professional conduct within the scope of his/her assigned responsibilities, and other provisions of Education Code 44662 (E.C. 44662 – progress of pupils toward the state-adopted academic Content Standards and the California/Buckeye Union Standards for the Teaching Profession). The final written evaluation report will be placed in the employee's personnel file.
- 14.6.2 Summary Written Evaluation/Timeline: A final written evaluation based upon the California/Buckeye Standards for the Teaching Profession (using the BUSD Final Evaluation Form, Appendix D-13) shall be given to the teacher not later than fifteen (15) days before the last school day scheduled on the school calendar and adopted by the Governing Board. The teacher shall have the right to initiate a written response to the evaluation within 10 work days, which shall become a permanent attachment to the teacher's evaluation which is placed in the personnel file.
- 14.6.3 Summary Conference: A final evaluation conference between the evaluator and the teacher shall be held before the last school day scheduled on the school calendar.
- 14.7 Evaluation Ratings:
- 14.7.1 At the conclusion of the evaluation process the evaluator shall give a rating of Effective/Proficient, Developing, Professional Support Needed, or Unsatisfactory/Does Not Meet Standard in Standard 5 (Assessment) and the other Standards agreed upon during the Goal Setting Conference. The evaluator may also give ratings in the remaining Standards, with supporting evidence, if the concern had previously been documented with the teacher under Section 14.5.2 (iii). In addition, the evaluator will indicate potential direction/focus for subsequent evaluation (see Evaluation Form, Appendix D-13).
- 14.7.1.1 "Unsatisfactory/Does Not Meet Standard ANY Rating": In the event any certificated employee receives any ratings in the "Unsatisfactory/Does Not Meet Standard" column, the employee and the supervising administrator will develop a written remediation plan prior to the end of the school year to correct those areas. This remediation plan must be approved by the supervising administrator. The employee would then be evaluated semi-annually until the employee receives *all* ratings in "Effective/Proficient" columns, or is separated from the District pursuant to the Education Code. The employee *would* also be entered into the Peer Assistance and Review Program (Appendix E)
- 14.7.1.2 One+ Ratings "Professional Support Needed": In the event any certificated employee receives a "Professional Support Needed" ratings on the standards evaluated upon, the employee and the supervising administrator will develop a written-support plan prior to the end of the school year to correct those areas. The employee would then be evaluated annually until the teacher receives *all* ratings in "Effective/ Proficient" columns, or is separated from the District pursuant to the Education Code.
- 14.8 Peer Assistance and Review: Teachers referred to the PAR support program will work with their evaluator and the PAR Coach to develop and follow a support plan for improvement (PAR Support Plan, Appendix D-14).
- 14.9 Remediation Plan/Activities: The remediation and support plan for ratings in the "Professional Support Needed" and "Unsatisfactory/Does Not Meet Standard" columns shall consist of activities, objectives, plans, etc. that focus on improvement of the areas rated as "Professional Support Needed" or "Unsatisfactory/Does Not Meet Standard". This may include: college courses, workshops, release time,

assistance from and/or observation of other teachers, peer assistance, professional reading, etc. as well as a timeline for all such activities. Any costs (e.g. tuition, substitute costs, etc.) associated with the remediation plan shall be at the expense of the district. Prior to the remediation plan meeting, the teacher will be notified by the principal or assistant principal, in writing, that he/she has the right to Association representation.

#### 14.10 General Agreements

14.10.1 Evaluation shall be based on the evaluator's appraisal of a teacher in Standard 5 (Assessment) of The California/Buckeye Standards for the Teaching Profession, the other Standard agreed upon during the Goal Setting Conference, and, as appropriate, the evaluator's appraisal of a teacher in the remaining Standards. The evaluator's appraisal of a teacher includes classroom observation and teacher reflections (on student surveys, student data, self- assessment, and peer observation) and may also include other information provided by the teacher or signed, written commendations or any oral or written complaint that has been shared with the teacher in a timely manner, prior to receiving the summary written evaluation.

14.10.2 The evaluation and assessment of certificated employee competence shall not include the use of standardized tests.

14.10.3 During the evaluation period, if a teacher is performing his/her duties in an unsatisfactory manner according to the California/Buckeye Standards for the Teaching Profession, the evaluator shall notify the teacher in writing of such fact (according to the deadlines below) and describe such unsatisfactory performance. The evaluator shall thereafter confer with the teacher, making specific recommendations as to areas of improvement in the teacher's performance and endeavor to assist the teacher in such performance. These recommendations shall include a means of assessing the teacher's improvement.

14.10.4 A written preliminary evaluation must be submitted by February 1st to any teacher in danger of receiving an Unsatisfactory rating or if after that date, as soon as the potential Unsatisfactory rating becomes apparent to the evaluator.

14.10.5 When any tenured teacher receives an Unsatisfactory rating, he/she shall be evaluated semi-annually until he/she achieves an Effective / Proficient rating or is separated from the District pursuant to Education Code. The teacher *would* also be entered into the Peer Assistance and Review Program (Appendix E)

14.10.6 The prime evaluator is the administrator to whom the teacher is directly responsible.

14.10.7 Other administrators in a supervisory role may provide input for elementary resource teachers and categorical teachers not permanently assigned to one school and for Special Education teachers.

- i. Special Education teachers include Resource Specialists, teachers of Designated Instructional Services, and Special Day Class teachers.
- ii. Categorically funded teachers include those teachers funded by special grants or projects.
- iii. Elementary Resource Teachers include Reading Resource/ESL teachers, physical education teachers, music teachers and librarians.

14.10.8 Teachers who work at multiple sites will be assigned an evaluator from among the administrators in a supervisory role of the schools in which they teach. The chosen evaluator shall confer with the other administrator(s) in a supervisory role to receive input on the teacher's performance during the observation period.

14.11 Personnel File and Records

14.11.1 Materials in personnel files of teachers that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the teacher involved.

14.11.2 Such material to be made available to the employee is not to include ratings, reports, or records that were obtained by the District prior to the employment of the person involved.

14.11.3 Each teacher shall have the right to inspect such materials and copy such materials upon request, provided that the inspection is made at a time when such person is not actually required to render services to the employing District.

14.11.4 Materials of a negative or derogatory nature shall not be placed in a personnel file unless and until the teacher is given notice and an opportunity to review it and attach his/her comments thereto. Such review will occur, upon the teacher's request, during the teacher's workday, without salary reduction.

14.11.5 Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and obtain copies of the materials in such teacher's file.

14.11.6 A teacher shall have the right to request the Superintendent to place appropriate material of a positive nature in his/her personnel file.

14.11.7 Any person who submits materials for placement in a teacher's personnel file shall sign and date the material.

## ARTICLE XV: JUST CAUSE, DUE PROCESS AND DISCIPLINE SHORT OF DISMISSAL

### 15.1 Purpose

The purpose of this Article is to provide a fair, open, respectful, corrective and remedial sequence of steps as a means of disciplining certificated employees by suspension without pay. This Article represents a legislated management right to allow districts to impose intermediate disciplinary sanctions upon an employee rather than only use termination.

It is the intent of the parties that the due process rights of employees shall be strictly adhered to in the course of its use. It is furthermore agreed that an open, respectful, and fair approach by both parties in implementing this Article shall be the standard.

### 15.2 Guidelines

Under the provisions of this Article, the teacher shall not be disciplined without just cause. The following just cause guidelines shall be recognized:

- 15.2.1 The employee should be adequately informed of expected standards. The District and the Association shall bear equally the burden of providing such information to the employee.
- 15.2.2 The District's rules, regulations, and policies shall be reasonable and related to the efficient operation of the District.
- 15.2.3 A fair and objective investigation shall be conducted by the District.
- 15.2.4 Employees subject to personnel action under this Article shall have the right, if requested, to confront any person whose testimony would result in the imposition of actions listed in 15.3 below, in accordance with applicable law.
- 15.2.5 Rules, orders, and penalties shall be applied fairly and equitably.
- 15.2.6 Personnel action should be appropriate and reasonably related to the nature of the offense as listed in this section.
- 15.2.7 At no point in this procedure shall the teacher be denied due process.
- 15.2.8 Every effort shall be made by all parties concerned in the procedures of this Article to maintain the highest level of confidentiality.
- 15.2.9 The District shall not predicate any adverse action upon a teacher's personal activities providing that such activities are not felonious or do not occur during working hours, on school district property, or during school activities except as otherwise permitted by law.

- 15.3 Causes for Personnel Action - Under the provisions of the Article, the teacher shall not be disciplined for infractions other than those listed below:
- 15.3.1 Violations of District policy and regulations.
  - 15.3.2 Abusive behavior towards students, fellow employees or the public while performing school related duties.
  - 15.3.3 Failure to perform contractual obligations, including items enumerated in Article XIV, Evaluation.
  - 15.3.4 Any violation of the policies of the collective bargaining agreement in effect.
- 15.4 Dismissal Actions Governed by Statutory Process
- It is understood that any causes stated above may be subsumed under the causes for dismissal set forth in the California Education Code and that nothing stated herein shall have any controlling effect in the event a dismissal action is initiated under the provisions of the Education Code.
- 15.5 Right to Representation
- 15.5.1 A teacher shall be entitled to representation by the Association, when the teacher reasonably believes a meeting is related to disciplinary action.
  - 15.5.2 A teacher may request to have an Association representative present at a conference, whenever s/he reasonably believes discipline may result from the discussion. The meeting will be suspended for a reasonable amount of time to accommodate the teacher's request and shall be rescheduled to occur as soon as possible.
  - 15.5.3 When an administrator has prior knowledge that disciplinary action is likely to occur, he/she will inform a teacher prior to a meeting or conference that it may be related to potential disciplinary action.
  - 15.5.4 Refusal by a teacher to proceed with a meeting related to discipline without Association representation shall not constitute insubordination.
- 15.6 Just Cause/Due Process
- 15.6.1 The District may discipline a teacher only for just cause. Discipline shall conform to the principles and procedures of progressive discipline.
  - 15.6.2 Teachers shall be entitled to exercise their legal right to Association representation throughout the progressive discipline process.
  - 15.6.3 The provisions of this Article do not apply, however, with respect to the provisions of Education Code 44939 (Immediate suspension; hearing upon certain charges), 44940 (Leave of absence; certificated employee charged with mandatory or optional leave of absence offense; suspension of credentials; definitions), and 44942 (Suspension or transfer



of certificated employee on ground of mental illness; examination; mandatory sick leave) or any similar state or federal law.

## 15.7 Procedures

### 15.7.1 Progressive Discipline

The principles and procedures of progressive discipline will be applied except where the serious nature of the offense may require the District to bypass progressive discipline steps set forth in this Article. Progressive Discipline steps will include the following:

#### 15.7.1.1 Verbal Warning:

A Verbal Warning is a conversation separate from regular worksite dialog, the content of which would enable a reasonable person to realize s/he is being warned of unacceptable conduct. An oral warning and written confirmation shall be given to a teacher on the occasion of the first infraction. Any such verbal warning shall be based upon verified data. A copy of each written confirmation shall be given to the employee but not placed in the teacher's personnel file.

#### 15.7.1.2 Written Reprimand: A Written reprimand may be issued when:

- (i) Efforts at the informal level (discussion(s) and/or memo(s) of concern) do not result in satisfactory correction of the teacher's behavior. Written warnings are also appropriate
- (ii) if, in the opinion of the supervisor, the infraction is of a serious nature, a written reprimand may be given on the first infraction; or
- (iii) Acts which of a similar nature occurring which has already been addressed with the employee.

Any such written reprimand shall be based upon verified data. Any such reprimand(s) shall be placed in the teacher's personnel file. The teacher may request a copy of the reprimand be given to the Association. A conference shall be held following the action to attempt to resolve and remediate the alleged misconduct.

## 15.8 Suspension Without Pay

A suspension without pay shall be ordered only by Board action and only after the above procedures have been completed. Any suspension shall be based upon verified data. It is further understood that annual occurrences shall be treated the same as outlined above.

### 15.8.1 Notice Required Prior to Imposition of Suspension - At least ten (10) calendar days prior to the implementation of suspension, the Superintendent, shall provide written notice to the employee containing the following:

- 15.8.1.1 A statement of the type and extent of the personnel action being proposed; and

- 15.8.1.2 A detailed statement of the causes and the reasons for the personnel action; and
- 15.8.1.3 Either a copy of any documents and other materials upon which the charges are based or specific reference to these items and where they are available for the employee's review.
- 15.8.1.4 A statement inviting the employee to respond in writing within the ten calendar days period regarding the proposed personnel action.

After the employee's response has been received, the Superintendent shall consider the response in determining whether to recommend personnel action to the Board.

15.8.2 Notice Required On Imposition of Suspension - In all cases involving a suspension, the Superintendent on behalf of the Board must file a written order of personnel action. A copy of the order shall be served on the employee either personally or by registered or certified mail, a return-receipt requested, to the last home address provided by the employee to the District Personnel Office. The order shall include:

- A statement of the type and extent of the personnel action.
- The effective date of the action.
- A statement of the causes.
- A statement in ordinary and concise language of the specific acts or omissions upon which the causes are based; and
- A statement advising the employee of his/her right to appeal the action, the manner and time within which said appeal must be taken, and the required content of the appeal notice.

## 15.9 Appeals

15.9.1 The employee against whom an order of personnel action has been filed may, within ten calendar (10) days after receiving the order of personnel action (suspension), appeal the Board decision by requesting a hearing before an arbitrator mutually selected from a list provided by the California State Mediation and Conciliation Service. The employee's appeal shall not stay the personnel action so ordered by the Board.

15.9.2 If the employee against whom an order of personnel action has been filed, fails to file a written notice of appeal with the Board of Trustees within the time specified hereinabove, the employee shall be deemed to have waived his/her right to appeal and the disciplinary action shall become final without further action by the Board of Trustees.

15.9.3 All three (3) types of personnel action procedures, including timelines, notices and conferences shall be waived in circumstances where the District believes that the employee's conduct may constitute a hazard or a clear possibility of a hazard to students,

other employees, or property, or involve dishonest or gross misconduct. However, in such circumstances, the requirements of documented specificity of charges shall not change, nor the opportunity for appeal in the case of suspension.

#### 15.10 Conduct of Hearing and Finality of Appeal

15.10.1 The hearing shall be held at the earliest administratively convenient date, taking into consideration the established schedule of the arbitrator and the availability of counsel and witnesses. The employee shall be entitled to appear personally, produce evidence, and have counsel and a public hearing.

The Board may also be represented by counsel. The arbitrator shall not be bound by rules of evidence used in California courts. All questions relating to definitions, procedural matters, and compliance with requirement contained in this Article shall be resolved through the Appeal Process in this Article.

15.10.2 In arriving at a binding decision on the propriety of the penalty imposed, the arbitrator may consider the records of any relevant prior proceedings. Only the three (3) previous years shall be considered.

15.10.3 The arbitrator shall prepare a binding decision in such form that it may be adopted by the Board as the decision in the case. A copy of the decision shall be filed with the Board and furnished to each party within ten calendar (10) days after the decision is rendered.

15.10.4 The decision of the arbitrator shall be delivered to the Superintendent from whose order the appeal is taken. A copy of the decision shall be delivered to the employee or his/her designated representative personally or by registered or certified mail.

15.10.5 The decision of the arbitrator shall be binding and shall be delivered to the Board of Trustees and the Association. The Board shall take action to accept the decision.

15.10.6 The employee and/or the Association may dispute only the procedures of this Article by using the Appeal Process contained in this Article.

15.10.7 The costs of the Appeal Hearing and all records and transcripts attendant to the proceedings shall be borne equally by the District and the employee and/or the Association. The hearing process shall not begin until such mutual acknowledgement of the parties to this effect is set forth in writing.

15.10.8 If after having been disciplined, a teacher serves the District for nine (9) months without further disciplinary action, he/she and the Association shall be given a follow-up notice to the effect which shall be attached to any original notice that may have been placed in his/her personnel file.

15.10.9 Any suspension of a teacher shall be with pay, pending final disposition of the case.

### 15.11 Maximum Period of Suspension

15.11.1 No teacher shall receive more than one (1) penalty for any single action or infraction.

15.11.2 Suspensions may be without pay, but shall not reduce or deprive the teacher of seniority or other rights or any fringe benefits. No suspension shall exceed fifteen (15) school days in duration and no suspension period shall be carried over from one school year to the next, unless such action could not reasonably be carried out within the last two (2) weeks of the school year or the final decision took place during off-track time.

15.11.3 Any suspension invoked under these rules against any one certificated person for one or more periods shall not aggregate more than thirty (30) school days in any twelve (12) month period.

## ARTICLE XVI: EMPLOYEE BENEFITS

### 16.1 Health and Welfare Employee and Dependent Insurance Coverage

16.1.1 The District will make available to all full-time employees and their dependents a benefit package as of this contract provided through California's Valued Trust to include the following:

- Medical plan
- Dental plan, including orthodontia coverage
- Vision plan
- Employee assistance program
- Life insurance

16.1.2 The District's obligation for contribution to the premiums of the above plans shall be limited to an annual cap of \$12,882.60 - see salary schedule for detail of each plan. A pro-rata share will be paid for regular part-time employees.

16.1.3 All full-time employees must enroll in one of the health plans provided by the California's Valued Trust. After the cost of the health plan is subtracted from the medical cap, full-time employees may receive 90% of the difference in cash. There will be no cash difference if the net dollars after paying for other benefits is less than \$10.00 annually.

16.1.3.1 No employee is eligible for a cash payment under Section 16.1.3, unless such employee is actually enrolled in and participating in a District-sponsored group medical plan offered to members of BTA. Absent such actual enrollment and participation in a District-sponsored group medical plan, no employee is eligible for the "difference in cash" payment described in Section 16.1.3. (Note: This language does not alter or change the terms of the Collective Bargaining Agreement or how that Agreement has been interpreted or applied since adoption of Section 16.3.1 language in the 1997-2002 collective bargaining agreement. Section 16.3.1.1 merely clarifies and aids in the interpretation of Section 16.3.1)

16.1.4 Unless otherwise required by the Carrier, part-time teachers are not required to participate in any plan, but may choose to participate in a medical, dental or vision plan or any combination thereof.

16.1.5 Teachers enrolled in plan(s) exceeding the District's contribution shall pay the extra cost through automatic payroll deduction.

16.2 Disability Insurance - The District will continue to provide a disability benefit for employees with less than five (5) years service within STRS (State Teachers Retirement System).

16.3 Absence - Teachers who are absent on account of illness and who have exhausted their accumulated paid leaves shall continue to receive their same insurance coverage not to exceed the duration of the teachers' annual contract. Maintenance of employee benefits coverage shall be at the employee's sole expense.

- 16.4 Leaves - Teachers on board-approved long-term (one year or more) unpaid leave(s) of absence shall continue to receive teacher health benefits coverage for the period of the leave(s), if the employees desires. Maintenance of employee benefits coverage shall be at the employees own expense.
- 16.5 Tax Shelter - Teachers may contribute to a 403b or 457 plan as provided through the District's third party administrator with the District providing payroll deduction for this purpose.
- 16.6 Change - The benefits provided in this Article shall remain in effect until a succeeding agreement is reached.
- 16.7 Resignation - Should a teacher choose to terminate his or her employment following the last day of the school year and before the start of the next school year, such teacher shall be entitled to continued coverage, at his/her costs with District approval, under the health and dental care plans.
- 16.8 Property Damage - The District may reimburse teachers for any loss, damage, or destruction of clothing or personal property suffered while on duty during contract days or other paid status.
- 16.9 Retirement - The District will offer retirement benefit plans subject to the following conditions:
- 16.9.1 An employee who retires at fifty-five (55) years of age or older may continue coverage under the District group medical insurance program, but must pay the total cost of the premium in compliance with District rules and regulations (dental and vision may be provided at employee expense).
- 16.9.2 Pursuant to the provisions of AB340 (i.e., Pension Reform), there is a 180-day "sit out" period before a retiree could return to work after retirement. Accordingly upon retirement from the school district, the expiration of the 180-day sit out period and in accordance with state law, a teacher who has served the District fifteen (15) or more years and is at least fifty-five (55) years of age could contract with the District for service to assist with the cost of ongoing medical coverage. The contract must be submitted yearly and would consist of duty days from July 1 - June 30. The contract must be submitted prior to April 1st of the year preceding the contract year. The acceptance of the contract is subject to the approval of the Superintendent or his/her designee. A final decision shall occur no later than thirty (30) days after receipt of the proposal. In return for the approved service, the District will pay the employee the per diem rate equal to their daily rate at time of retirement up to the amount of dollars required to meet the cost of the benefit package chosen by the retiree. Employees can enter into a 125 Plan to purchase medical insurance if they wish to avoid the tax liability. Contracts may not be submitted for more than five (5) years or for the year following the 65th birthday of the employee.

## ARTICLE XVII: SALARIES

### 17.1 Salary Schedule

The salary schedule shall be set forth in Appendix A which is attached to and incorporated into this Agreement. Teachers covered by this Agreement will be paid salaries as provided therein.

17.1.1 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for credit union, savings bonds, or any other plans or programs jointly approved by the Association and the District.

### 17.2 Salary Schedule Adjustments

17.2.1 During the effective dates of this contract, annually the salary schedules will be adjusted by the statutory COLA, less any deficit if appropriate. Conditions set forth in Sections 17.2.2 and 4.6 may affect the salary schedule adjustments each contract year.

17.2.2 During the effective dates of this contract, annually, the Association may choose to use some or all of the allowable increase to add alternative monetary benefits, in lieu of some or all of agreed-to on-schedule salary increases.

#### 17.2.3 For the 2015-2016 School Year Only

For the 2015-2016 School Year, the District shall improve the 2014-2015 salary by 3.0% retroactive to July 1, 2015.

#### 17.2.4 For the 2016-2017 School Year Only

For the 2016-2017 School Year, the District shall improve the 2015-2016 salary by 1.5% retroactive to July 1, 2016, plus a one-time off-schedule 2.0% payment of base salary.

#### 17.2.5 For the 2017-2018 and 2018-2019 School Years Only

For the 2017-2018 school year, the District shall improve the 2016-17 salary schedule by 2.0%, retroactive to July 1, 2017. For the 2018-2019 school year the District shall improve the 2017-2018 salary schedule by 2.0%, retroactive to July 1, 2017. This is a 4.0% two year on-schedule/on-going compensation package. In addition, the Agreement reflects an additional 0.8% investment in new language/working conditions.

#### 17.2.6 For the 2019-2020 and 2020-2021 School Years Only

For the 2019-2020 and 2020-2021 school years, the District shall improve the 2018-19 salary schedule by 2.0%, retroactive to July 1, 2019. The District will remit payment of the retroactive payment to all eligible unit members no later than March 2020.

In the event the District's 2020-2021 reported P-1 ADA number is 100 students higher than its reported P-2 ADA number in the 2019-2020 school year, the District will improve the 2020-2021 salary schedule offer by an additional 0.5%, retroactive to July 1, 2020. In the

event the District's 2020-2021 reported P-1 number is 174 students higher than its reported P-2 ADA number in the 2019-2020 school year, the District will improve the 2020-2021 salary schedule an additional 0.5%, for a total of 1% if an increase of 174 ADA materializes in the 2020-2021 school year.

#### 17.2.7 For the 2021-2022 and 2022-2023 School Years Only

For the 2021-2022 and 2022-2023 school years, the District shall improve the 2020-21 salary schedule by 7.0%, retroactive to July 1, 2021. The District will remit payment of the retroactive payment to all eligible unit members no later than March 2022. The 7.0% is calculated/compounded as follows:

- The 2020-2021 salary schedule will be improved by 4%;
- The 4% improved 2020-2021 salary schedule will then be improved by 3%.

#### 17.2.8 For the 2022-2023 School Year Only

For the 2022-2023 school year only, the District shall improve the current 2022-23 salary schedule by an additional 5.0%, retroactive to July 1, 2022. The District will remit payment of the retroactive payment to all eligible unit members no later than January 2023.

### 17.3 Initial Placement

#### 17.3.1 Teachers may be given up to:

17.3.1.1 Six (6) years of service credit for initial placement if they have 8 years or less of teaching experience, which meet all of the requirements set forth in Section 17.3.1.5 below.

17.3.1.2 Seven (7) years of service credit for initial placement if they have 9-11 years of teaching experience, which meet all of the requirements set forth in Section 17.3.1.5 below.

17.3.1.3 Eight (8) years of service credit for initial placement if they have 12- 14 years of teaching experience, which meet all of the requirements set forth in Section 17.3.1.5 below.

17.3.1.4 Nine (9) years of service credit for initial placement if they have 15 years of teaching experience, which meet all of the requirements set forth in Section 17.3.1.5 below.

17.3.1.5 Teaching experience will only count toward initial salary placement if all of the following requirements are met; however, the Superintendent reserves the right to waive these limitations.

17.3.1.5.1 Teacher was in possession of a valid certificated credential that would authorize them to serve on a regular basis in California; and

17.3.1.5.2 The school required the employee to work six (6) or more hours



per day; and

17.3.1.5.3 The number of days worked in any given school year were in excess of 139.

#### 17.4 Additional Compensation

- 17.4.1 Teachers with Master's Degrees will receive a \$1,000 stipend.
- 17.4.2 Middle school teachers who are required by the District to change classrooms during the course of their workday will be paid a stipend of \$1,000. The change is not to include lunch or advising, and this also excludes changes that are brought about through the use of specialized space, i.e. P.E., music, unless the teacher is assigned to teach a class outside of P.E. or music as part of their assignment.
- 17.4.3 Regular education teachers with combination classes will receive a \$1,000 annual stipend. This will be prorated if it occurs within the school year.
- 17.4.4 Employees who have been with the District for ten (10) years or more will receive, at the time of retirement or separation by death, \$40 a day (7 ½ hour day) for each day of unused sick leave earned in the Buckeye School District (accumulated sick leave, minus transferred sick leave, times \$40).

#### 17.5 Professional Development Courses/Longevity

College, university or equivalent courses may be granted professional development credit subject to the following provisions:

- 17.5.1 There shall be a limit of twelve semester units (college, university or equivalent courses), which shall have had ***prior*** Superintendent or designee approval, which may be acceptable for salary column placement any one school year.
- 17.5.2 Approved college units, university units or equivalent courses (with prior approval and proof of completion) for salary schedule advancement may only be received for hours of training that occur when the employee is not in paid status (e.g. summer, after the duty day and weekends).

-The definition of school year for this purpose shall be September 10 to September 9 of the next year.

-There shall be a limit of no more than six (6) semester units, which may be credited per any school semester.

-If a non-college or university course is approved, clock hours will be converted as follows: 15 clock hours = a semester unit, if approved in advance; 10 clock hours = quarter unit, if approved in advance.

-All approved college, university or equivalent course units to be credited for the following school year shall be submitted by an up-to-date transcript to the Superintendent or his/her designee for tentative approval prior to September 10 of each school year.

-To become eligible for longevity, the teacher shall demonstrate that he/she has completed six (6) semester units during the prior three-year period. These six units shall meet the requirements set forth below.

The criteria and source for the acceptance of submitted units for salary column placement shall include university, workshop, conference, and county in-service courses and shall be:

-Courses that support the District's goals as such goals relate to the employees current assignment.

-Courses that develop increased competence in elementary subject areas and Curriculum and relate to the employees current assignment .

-Courses that prepare personnel for changing grade levels or subject areas within the elementary or middle schools.

-Courses that develop competencies in instructional techniques and methodology related to the employees current assignment.

17.5.3 All certificated employees are encouraged to complete six (6) semester units within two (2) school years. The District shall reimburse all certificated employees for registration or tuition including conference fees up to a maximum of \$400.00 within the two (2) year period. Reimbursement for such tuition or registration fees is only available for training that occurs at times other than when the employee is in paid status.

#### 17.6 Attendance at Conferences and Training (Off-Duty)

When certificated employees are requested by administration to attend conferences or workshops while not in paid status, the employee will receive a stipend equal to the in-district teacher pay rate for substitutes.

#### 17.7 Trimester Grade Level Planning/Collaboration

Elementary teachers are authorized to schedule up to three (3) hours per trimester beyond the duty day for articulation, grade level planning, assessment, etc. These hours will be mutually agreed upon between the teacher and administration. Teachers will receive compensation at the \$40.00 hourly stipend.

Middle School teachers are authorized to schedule up to four (4) hours per trimester beyond the duty day for articulation, grade level planning, assessment, etc. These hours will be mutually agreed upon between the teacher and administration. Teachers will receive compensation at the \$40.00 hourly stipend.

## 17.8 Substituting

17.8.1 Except as otherwise provided by law, teachers working less than full-time may substitute for absent teachers, providing they have notified the personnel office of their availability and the assignment does not conflict with the usual duty hours. The teacher will be paid the regular substitute pay plus \$15.00.

17.8.2 Teachers working less than full-time may also be used to fill a long-term substitute position. The teacher will be paid at the long-term substitute rate from the first day. The teacher on leave shall be deducted the daily substitute rate pay, plus \$15.00, for the first 20 days and the long-term substitute rate beginning on the 21<sup>st</sup> day.

## 17.9 In-service Days

The I-Days that occur during the regular school year are regular duty days; therefore no extra compensation will be given, unless a presenter.

## 17.10 Travel

17.10.1 Teachers who may be requested to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school site per day shall be reimbursed for all such travel between sites at the current rate per mile as set by the Federal mileage rate.

## ARTICLE XVIII: PARENT COMPLAINT PROCEDURES

- 18.1 Parent Complaints - Parents or guardians of pupils enrolled in the District may present informal (oral) or formal (written) complaints regarding members of the bargaining unit to the District. Parents or guardians should be encouraged to present informal (oral) complaints first with the employee who is the subject of the complaint, or with that employee's immediate supervisor, prior to presenting any formal (written) complaint to the District.
- 18.2 Informal (oral) Complaints - No record of any informal (oral) complaint shall be placed in the personnel file.
- 18.2.1 The employee's immediate supervisor or designee shall conduct an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the employee, and the employee's representative.
- 18.3 Formal (written) Complaints – The District should forward a copy of the complaint to the teacher within five (5) days when practical. Timelines shall be as identified in board policy AR 1312.1 or any other applicable complaint process timelines. The District shall remind the teacher of their right to representation. No record of any formal (written) complaint or the complaint itself shall be placed in the personnel file, unless:
- 18.3.1 The employee's immediate supervisor, the Superintendent, or a designee conducts an investigation about the complaint. Such investigation may include a representative, the employee, and the employee's representative.
- 18.3.2 The member of the bargaining unit has been given prior notice of the formal (written) complaint and any record to be filed such that the member of the bargaining unit has ten (10) calendar days to present relevant information to his or her immediate supervisor or the Superintendent.
- 18.4 Records - No record of any complaint shall be kept if an investigation by the District shows that the complaint has no merit, and/or the District believes no record should be maintained.
- 18.5 Anonymous Complaints - Anonymous complaints shall not be processed pursuant to the provisions of this section.
- 18.6 Policies - The provisions of this section shall be interpreted as policies pursuant to the requirements of Section 35160.5(c) of the Education Code and shall be reviewed annually consistent with any reopener procedures in the Agreement.

## ARTICLE XIX: TEMPORARY TEACHERS

- 19.1 Sections 44917 through 44921 of the Education Code are supplemented as follows:
- 19.1.1 Temporary Teacher – Is any assignment of 135 days or more in the same assignment as a replacement for a regular or probationary teacher, and shall be placed on teacher salary schedule and receive all related benefits.
  - 19.1.2 In filling positions for the ensuing school year, qualified temporary teachers shall receive notice of the positions available when the notice of vacancies are posted. They shall be given priority consideration over new applicants if all other qualifications are equal.
  - 19.1.3 Temporary Teachers will be provided a copy of the Education Code Sections 44917-44921 upon employment.

## ARTICLE XX: MISCELLANEOUS

- 20.1 Effect Of This Agreement - It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over State laws to the extent permitted by law, and that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary with administration. This written Agreement sets forth the full and complete agreement between the Parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the Parties that are not embodied herein.
- 20.2 Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 20.3 During the term of this agreement neither the District nor the Association shall request negotiations on any subject except those stipulated in Article IV.
- 20.4 During the term of this Agreement and in accordance with the rules governing inter-district transfers, the District shall give priority consideration to place students of employees who request an inter-district transfer into the District, over "new" inter-district transfer applications, except as required by law. A "new" inter-district transfer application is defined to mean an application on behalf of a student who has not previously attended schools within the Buckeye Union School District or does not currently have a sibling who attends schools within the Buckeye Union School District.

## ARTICLE XXI: PEER ASSISTANCE AND REVIEW (PAR)

### 21.1 Panel

21.1.1 The Panel shall consist of three members, the majority of who shall be certificated classroom teachers who are chosen to serve by the classroom teachers. The District shall choose the administrators of the Panel.

21.1.2 The Panel shall establish its own meeting schedule. Teachers who are members of the Panel may be released from their regular duties to attend meetings, without loss of pay or benefits. The teacher members of the Panel will share a \$1,000 stipend. For every two Referred Participating Teachers, each teacher member of the panel will receive an additional \$500, not to exceed total compensation of \$3,000.

21.1.3 The Panel shall be responsible for the following:

- Attending PAR Panel training as needed
- Establishing its own rules of procedure, including the method for the selection of a Chairperson
- Selecting the Consulting Teachers
- Making available Consulting Teachers for recommendation by the Referred Teacher
- Adopting Rules and Procedures to affect the provisions of this Article. Said rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail
- Providing copies of the adopted Rules and Procedures to certificated personnel and administrators upon request.
- Establishing a procedure for application as and evaluation of a Consulting Teacher
- Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations
- Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program
- Evaluating annually the impact of the PAR Program in order to improve the program

21.1.4 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.

## 21.2 Participating Teachers

21.2.1 A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve, as a result of an unsatisfactory evaluation. An initial referral period shall be for one school year, subject to extension for up to an additional school year if the PAR Panel recommends an extension.

21.2.2 A Volunteer Participating Teacher is a teacher who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.

21.2.3 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site administrator, the evaluator or the Panel.

## 21.3 Consulting Teachers

21.3.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

- A credentialed classroom teacher with permanent status
- Substantial recent experience in classroom instruction
- Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts

21.3.2 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining teachers. In addition to the regular salary, a Consulting Teacher shall receive a stipend.

21.3.3 The Consulting Teacher shall provide assistance to the Referred Participating Teacher and continued assistance shall be reviewed by the Panel. (A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Panel).

21.3.4 The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the



evaluation of the Referred Participating Teacher.

## **ARTICLE XXII: SAVINGS**

- 22.1 If any provision of this Agreement or any application thereof to any teacher is held by a court of the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 22.2 Should a provision or application be deemed invalid, as described above, the Board shall seek to reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet no later than thirty (30) calendar days after such court decision to renegotiate the provision or provisions affected.

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## **ARTICLE XXIII: LAYOFF PROCEDURES**

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The procedures and criteria for certificated layoffs due to lack of funds, hearing dates, notification notices and interim sanctions will be determined through the collective bargaining process. The District will provide time to complete this process. Those certificated teachers included in Article II shall be covered by this Article.

**ARTICLE XXIV: DURATION**

24.1 This Agreement shall remain in full force and effect through June 30, 2023.

24.2 In witness whereof, the Parties hereto have caused the amendments to this Agreement to be signed by their respective Presidents, attested to by their respective spokespersons and their signatures placed thereon, the dates noted.

For BUCKEYE UNION SCHOOL DISTRICT

For BUCKEYE TEACHERS ASSOCIATION

\_\_\_\_\_  
Dr. David Roth, Superintendent

\_\_\_\_\_  
Phil Scarry

\_\_\_\_\_  
Jacqueline S. McHaney, Asst. Superintendent

\_\_\_\_\_  
Robin Thomas

\_\_\_\_\_  
Debbie Bowers, Principal

\_\_\_\_\_  
Tiffany Morgante

\_\_\_\_\_  
Paul Stewart, Principal

\_\_\_\_\_  
Diane Helldorfer

\_\_\_\_\_  
Rachelle Ball, Principal

\_\_\_\_\_  
Amy Pirkl

Approved at Buckeye Union School District  
Board of Trustees Meeting: February 19, 2020

Date Ratified by BTA: February 25, 2020

APPENDIX A-1  
Appendix A-1 2022-2023 and 2023-2024 Salary/Benefit Schedule

<b>BUCKEYE UNION SCHOOL DISTRICT</b>				
<b>CERTIFICATED SALARY SCHEDULE</b>				
<b>July 1, 2022 through June 30, 2023</b>				
RANGE	I	II	III	IV
	BA+24	BA+36	MA OR BA + 48	MA+12 OR BA + 60
STEPS				
1	54,239	56,949	59,798	62,791
2	55,864	58,659	61,593	64,671
3	57,542	60,419	63,438	66,612
4	59,267	61,836	65,343	68,611
5	61,046	64,098	67,302	70,669
6	62,878	66,020	69,321	72,789
7	64,764	67,999	71,400	74,972
8	66,709	70,037	73,542	77,222
9	68,708	72,141	75,749	79,536
10		74,306	78,020	81,923
11			80,361	84,382
12				86,914
15*				93,597
18*				100,843
21*				108,705
22				109,794

\*To become eligible for steps 15, 18 and 21 (longevity), the unit member shall demonstrate that he/she has completed six (6) semester units during the prior three-year period. No additional units are required to move from Step 21 to Step 22. These six units shall meet the requirements set forth in the Article XVII.

Teachers with Master's Degree will have \$1,000 added to the base salary (prorated for less than full time FTE)

Teachers with combination classes will have \$1,000 added to the base salary (prorated for less than full time FTE)

*Employer contribution to benefits as of October 1, 2009:*

	Annual Amount	Monthly Amount	<u>Experience Placement</u>
Medical Insurance	\$11,076.24	\$923.02	6, 7 or 8 years begin on Step 6
Employee Assistance Plan	<i>Included in Medical Insurance Amount</i>		9, 10 or 11 years begin on Step 7
Dental Insurance	\$1,456.68	\$121.39	12, 13 or 14 years begin on Step 8
Vision Insurance	\$233.40	\$19.45	15 years or more begin on Step 9
Life Insurance	\$116.28	\$9.69	
	<b>\$12,882.60</b>	<b>\$1,073.55</b>	

Effective: July 1, 2022

4% approved 2/16/22 (Effective 7/1/21)

5% approved 11/15/22 (Effective 7/1/22)

**APPENDIX B-1**  
**2022-2023 APPENDIX B-1**  
**Teacher Work Calendar**



# BUCKEYE UNION SCHOOL DISTRICT

"Expect the Best Today for a Better Tomorrow"

## 2022-2023 Staff Calendar

AUG				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

8 Staff Development Day—Teacher's Only (Non-Student Day)  
 9th Teacher Work Day (Non-Student Day)  
 10th  
 11th \*FIRST DAY OF SCHOOL

SEPT				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

5 Labor Day Holiday  
 26-30 Minimum Days—Parent Conferences ALL SCHOOLS (Elem Progress Reports Given at Conferences)

OCT				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

17 Staff Development Day—Teacher's Only (Non-Student Day)

NOV				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

4 End of 1st Trimester  
 10 Elem Report Cards Sent Home  
 11 Veterans Day Holiday (Observe d)  
 21-25 Thanksgiving Break (Non-Student Days)

DEC				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

12/23 1/6 Winter Break (Non-Student Days)

JAN				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

2-6 Winter Break (Non-Student Days)  
 13 Elem Progress Reports Sent Home  
 16 MLK Day  
 27 Minimum Day—RH and CSMS Only

FEB				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

17 End of 2nd Trimester  
 20-24 Mid Winter Break  
 Presidents' Day and Washington's Birthday/Lincoln (Non-Student Days)

MAR				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

3 Elem Report Cards Sent Home  
 2 & 3 Minimum Days—Only Elementary Parent Conferences  
 13 Staff Development Day—Teacher's Only (Non-Student Day)

APR				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

3-7 Spring Break (Non-Student Days)  
 14 Elem Progress Reports Sent Home

MAY				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

29 Memorial Day Holiday

JUNE				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

1 CSMS Minimum Day (noon dismissal)  
 1 RHMS Late Start (10:00 a.m. Student Start)  
 2 \*\*LAST DAY OF SCHOOL—MINIMUM DAY—ALL SCHOOLS  
 2 Elem Report Cards Sent Home

- First Day/Last Day of Classes
- Staff Development Day (Non-Student Day)
- Minimum Days
- Holidays or Breaks
- Early Release Days
- Per Site: Emergency School Closure Days, if needed

**SIDE 2: 2022-2023 SCHOOL YEAR CALENDAR**  
**MINIMUM DAYS FOR THE 2022-2023 SCHOOL YEAR**  
**(All schools have 8 minimum days)**

MIDDLE SCHOOL	ELEMENTARY SCHOOL	RATIONALE
September 26- Sept. 30, 2022	September 26- Sept. 30, 2022	Elementary and Middle School 1 <sup>st</sup> Trimester Conferences
January 27, 2023	March 2 & 3, 2023	Elementary and Middle School 2 <sup>nd</sup> Trimester Conferences
June 2, 2023 (RH) @ 7:45 a.m.		End of Year/Promotion
June 2, 2023 (CAM) @ 9:30 a.m.		End of Year/Promotion
June 2, 2022, (VVCM) @ 9:30 a.m.		End of Year/Promotion
June 2, 2022	June 2, 2022	Last Student Day of School

**COMMON COLLABORATION DAYS AND TEACHER DAYS**

COMMON COLLABORATION DAYS (Early Release Wednesday)	TEACHER DAYS (Early Release Wednesday)
August 24	August 17, 31
September 7, 14	September 21
October 5, 26	October 12, 19
November 16, 30	November 2, 9
December 14	December 7, 21
January 18, 25	January 11
February 8	February 1, 15
March 8, 22	March 1, 15, 29
April 19, 26	April 12
May 10, 24	May 3, 17, 31

Trade Day: In the event a site principal determines that a need arises to schedule a staff meeting between Collaboration Days, upon no less than 48 hours notice to staff, a site administrator may use one of the Teacher Wednesdays identified above to hold the meeting. The next scheduled Collaboration Day shall then become a Teacher Day, unless a speaker or special training had been schedule that cannot be reasonably rescheduled. In that event, the next Collaboration Day thereafter shall become a Teacher Day. The parties understand that the use of the trade day can only be triggered one time during the 2022-2023 staff work year. The parties further understand that staff retains a reciprocal Trade Day right on the same terms and conditions as the site principal.

**PROGRESS REPORTS FOR THE 2022-2023 SCHOOL YEAR**

DATE	
September 26-30, 2022	1 <sup>st</sup> Trimester Elementary Progress Reports Given At Conference
January 13, 2023	2 <sup>nd</sup> Trimester Elementary Progress Reports Must be Sent Home for Any Student-at-Risk or Required by IEP/504; Teacher discretion for all others
April 17, 2023	3 <sup>rd</sup> Trimester Elementary Progress Reports Must be Sent Home for Any Student-at-Risk or Required by IEP/504; Teacher discretion for all others
Middle School Progress Reports/Report Cards	(TBD) Schedule for 2022-2023 progress reporting/report cards shall be agreed upon by the site principal and staff at each site no later than May 31, 2022 and thereafter the schedule shall be distributed to staff

**REPORT CARDS SENT HOME FOR THE 2022-2023 SCHOOL YEAR**

DATE	
November 10, 2022	1 <sup>st</sup> Trimester Elementary Reports Cards Sent Home
March 3, 2023	2 <sup>nd</sup> Trimester Elementary Reports Cards Sent Home
June 2, 2023	3 <sup>rd</sup> Trimester Elementary Reports Cards Sent Home

<b>Professional Dev. Days 2022-2023</b>	August 8, 2022; October 17, 2022	March 13, 2023
<b>Teacher Workdays (X Days)</b>	August 9 <sup>th</sup> , 10 <sup>th</sup> , 2022	

**APPENDIX B-2**  
**2023-2024 APPENDIX B-2**  
**Teacher Work Calendar**



**BUCKEYE UNION SCHOOL DISTRICT**

*"Expect the Best Today for a Better Tomorrow"*

**2023-2024 Staff Calendar**

AUG				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
7-8th Teacher Work Day (Non-Student Day)				
9th *FIRST DAY OF SCHOOL / EARLY RELEASE				
DEC				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
12/21 Winter Break (Non-Student Days)				
1/5 Winter Break (Non-Student Days)				
APR				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
1 Spring Break (Non-Student Days)				
5 Elem Progress Reports Sent Home				

SEPT				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
1 Staff Development Day—Teachers Only (Non-Student Day)				
4 Labor Day Holiday				
25-29 Minimum Days—Parent Conferences ALL SCHOOLS (Elem Progress Reports Given at Conferences)				
JAN				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
1-5 Winter Break (Non-Student Days)				
12 Elem Progress Reports Sent Home				
15 MLK Day				
22 Staff Development Day—Teachers Only (Non-Student Day)				
26 Minimum Day—RH and CSMS Only				
MAY				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
27 Memorial Day Holiday				

OCT				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
FEB				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	
16 End of 2nd Trimester				
19-23 Mid-Winter Break Presidents' Day and Washington's / Lincoln's Birthday (Non-Student Days)				
29 Minimum Days—Only Elementary Parent Conferences				
JUNE				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
3 CSMS Minimum Day (noon dismissal) RHMS Late Start (10:00 a.m. Student Start)				
4 **LAST DAY OF SCHOOL—MINIMUM DAY—ALL SCHOOLS Elem Report Cards Sent Home				
5-7 Emergency Days				

NOV				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
3 End of 1st Trimester				
9 Elem Report Cards Sent Home				
10 Veterans Day Holiday (Observed)				
20-24 Thanksgiving Break (Non-Student Days)				
MAR				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
1 Elem Report Cards Sent Home				
1 Minimum Days—Only Elementary Parent Conferences				
11 Staff Development Day—Teachers Only (Non-Student Day)				
25-29 Spring Break (Non-Student Days)				

- First Day/Last Day of Classes
- Staff Development Day (Non-Student Day)
- Minimum Days
- Holidays or Breaks
- Early Release Days
- Per Site: Emergency School Closure Days, if needed



**SIDE 2: 2023-2024 SCHOOL YEAR CALENDAR**  
**MINIMUM DAYS FOR THE 2023-2024 SCHOOL YEAR**  
**(All schools have 8 minimum days)**

MIDDLE SCHOOL	ELEMENTARY SCHOOL	RATIONALE
September 25- Sept. 29, 2023	September 25- Sept. 29, 2023	Elementary and Middle School 1 <sup>st</sup> Trimester Conferences
January 26, 2024	Feb 29, March 1, 2024	Elementary and Middle School 2 <sup>nd</sup> Trimester Conferences
June 4, 2023 (RH) @ 7:45 a.m.		End of Year/Promotion
June 4, 2023 (CAM) @ 9:30 a.m.		End of Year/Promotion
June 4, 2022, (VVC) @ 9:30 a.m.		End of Year/Promotion
June 4, 2022	June 4, 2022	Last Student Day of School

**COMMON COLLABORATION DAYS AND TEACHER DAYS**

COMMON COLLABORATION DAYS (Early Release Wednesday)	TEACHER DAYS (Early Release Wednesday)
August 23	August 16, 30
September 13	September 6, 20
October 4, 18	October 11, 25
November 1, 15	November 8, 29
December 6, 13	December 20
January 17, 31	January 10, 24
February 14	February 7,28
March 6,20	March 13
April 10, 24	April 3, 17
May 8,22	May 1,15,29

Trade Day: In the event a site principal determines that a need arises to schedule a staff meeting between Collaboration Days, upon no less than 48 hours notice to staff, a site administrator may use one of the Teacher Wednesdays identified above to hold the meeting. The next scheduled Collaboration Day shall then become a Teacher Day, unless a speaker or special training had been schedule that cannot be reasonably rescheduled. In that event, the next Collaboration Day thereafter shall become a Teacher Day. The parties understand that the use of the trade day can only be triggered one time during the 2023-2024 staff work year. The parties further understand that staff retains a reciprocal Trade Day right on the same terms and conditions as the site principal.

**PROGRESS REPORTS FOR THE 2023-2024 SCHOOL YEAR**

DATE	
September 25-29, 2023	1 <sup>st</sup> Trimester Elementary Progress Reports Given At Conference
January 12, 2024	2 <sup>nd</sup> Trimester Elementary Progress Reports Must be Sent Home for Any Student-at-Risk or Required by IEP/504; Teacher discretion for all others
April 5, 2024	3 <sup>rd</sup> Trimester Elementary Progress Reports Must be Sent Home for Any Student-at-Risk or Required by IEP/504; Teacher discretion for all others
Middle School Progress Reports/Report Cards	(TBD) Schedule for 2023-2024 progress reporting/report cards shall be agreed upon by the site principal and staff at each site no later than May 31, 2023 and thereafter the schedule shall be distributed to staff

**REPORT CARDS SENT HOME FOR THE 2023-2024 SCHOOL YEAR**

DATE	
November 9, 2023	1 <sup>st</sup> Trimester Elementary Reports Cards Sent Home
March 5, 2024	2 <sup>nd</sup> Trimester Elementary Reports Cards Sent Home
June 4, 2024	3 <sup>rd</sup> Trimester Elementary Reports Cards Sent Home

<b>Professional Dev. Days 2023-2024</b>	September 1, 2023;	January 22 & March 11, 2024
<b>Teacher Workdays (X Days)</b>	August 7 <sup>h</sup> , 8 <sup>th</sup> , 2023	

**APPENDIX C**  
 Certificated Grievance Form  
 (SEE ARTICLE VIII FOR TIMELINES/DEADLINES)

Grievant Name: \_\_\_\_\_

Work Location/Position: \_\_\_\_\_

**GRIEVANCE RECORD**

	Date Rcd	Date Rtd		Date Rcd	Date Rtd
LEVEL 1:	_____	_____	LEVEL 3:	_____	_____
LEVEL 2:	_____	_____	LEVEL 4:	_____	_____
Date of occurrence of cause of grievance: _____					
Date of informal discussion with supervisor: _____					

**STATEMENT OF GRIEVANCE**

This statement shall be a clear, concise statement of the grievance, the contract provisions allegedly violated, the circumstances involved, the decision rendered at the informal conference (Level I), and the specific remedy sought. (Use back if needed): \_\_\_\_\_

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

Signature of Grievant: \_\_\_\_\_

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

Signature of BTA President/Designee: \_\_\_\_\_

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

**Level I: DECISION OF ADMINISTRATOR**

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

Signature of Administrator: \_\_\_\_\_

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

**Level II: DECISION OF SUPERINTENDENT OR DESIGNEE**

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

Signature of Superintendent or Designee: \_\_\_\_\_

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

**Level III: MEDIATION**

Mediator Agreed Upon: \_\_\_\_\_ Date of Mediation: \_\_\_\_\_

Outcome: \_\_\_\_\_

**Level IV: ARBITRATION**

Arbitrator Agreed Upon: \_\_\_\_\_ Date of Arbitration: \_\_\_\_\_

Outcome: \_\_\_\_\_

## APPENDIX D – EVALUATION

### Appendix D-1: Teacher Evaluation Components/Documents/Timelines

#### Teacher Evaluation Components/Documents/Timeline/Purpose

Teacher: \_\_\_\_\_ Evaluator: \_\_\_\_\_  
 School: \_\_\_\_\_ Evaluation Year: \_\_\_\_\_  
 Grade Level/Subject(s): \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

	<b>Component</b>	<b>Document</b>	<b>Timeline</b>	<b>Purpose</b>
<input type="checkbox"/>	Notification of evaluation process		Sept.	
<input type="checkbox"/>	Teacher completes self-assessment	C/BSTP Self-Assessment	Oct.	Teacher reflects upon her/his teaching through a self-assessment based on the California/Buckeye Standards for the Teaching Profession (C/BSTP).
<input type="checkbox"/>	Teacher/Administrator identify Classroom Visitation	Classroom Visitation	Oct	Teacher and the Administrator identify dates for classroom visitations.
<input type="checkbox"/>	Teacher/Administrator set goals for the year	Goal Setting Conference Agreement	Oct.	Teacher and Administrator identify goals for the year based on student needs (student learning goal), instructional needs (instructional and assessment goals), and teacher self-assessment.
<input type="checkbox"/>	Teacher/Administrator meet for pre-observation conference(s)	Pre-Observation Conference Questions	October-April	A set of questions to guide the conversation during the pre-observation conference. The questions are meant to support the reflection/thinking process for both teacher and administrator.
<input type="checkbox"/>	Teacher/Administrator meet for post-observation conference(s)	Post-Observation Conference Questions	October-April	A set of questions to guide the conversation during the post-observation conference. The questions are meant to support the reflection/thinking process for both teacher and administrator. Any concerns and follow-up will be shared at this time,
<input type="checkbox"/>	Teacher/Administrator reflect upon student assessment data	Assessing for Student Learning, Standardized Test Results, Common Assessments (Student Data Reflection Process, Student Data Reflection Form)	October-April	Teacher and Administrator reflect upon student learning using student assessment data.

	•Notification of possible <i>Unsatisfactory</i> rating to all probationary and permanent teachers		February 1st	Administrator will notify teacher.
	•Notification of possible <i>Developing</i> rating		April 1st	Administrator will notify teacher.
<input type="checkbox"/>	Teacher completes self-assessment at end of cycle	C/BSTP Self-Assessment	April/May	Teacher reflects upon her/his teaching through a self-assessment based on the C/BSTP after an evaluation cycle and shares with administrator.
<input type="checkbox"/>	•Notification of PAR support program referral		Prior to last day of school	Administrator will notify teacher.
<input type="checkbox"/>	Administrator completes and gives final evaluation form to the teacher	Certificated Teacher Evaluation Report	30 days prior to last day of school	Administrator summarizes the evaluation process and teacher growth.
<input type="checkbox"/>	Teacher/Administrator complete final conference		Prior to last day of school	Teacher and administrator reflect upon the evaluation process and teacher growth.

APPENDIX D– 2  
Appendix D-2: California/Buckeye Standards for Teaching Profession

(SEE APPENDIX D-3 and California Commission on Teacher Credentialing website link @  
<http://www.ctc.ca.gov/educator-prep/program-standards.html>)

APPENDIX D– 3

Appendix D-3: Self-Assessment on the Continuum of Teaching Practice

**Teaching Profession Self-Assessment  
(Based on California/Buckeye Standards for Teaching Profession)**

*Continuum of Teaching Practice*

**Standard 1 C/BSTP: Engaging and Supporting All Students in Learning**

*You may want to circle or highlight to indicate your current level of practice. Space is given for you to list specific evidence if you wish. This is not intended as a document to share with your evaluator unless you find it a useful tool during your conversations.*

<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Professional Support Needed</b>	<b>Developing Level</b>	<b>Highly Effective/Innovating</b>
<p><b>1.1 Using knowledge of students to engage them in learning.</b></p> <p><b>Evidence:</b></p>	<p>Gathers insufficient knowledge of individual students.</p> <p>Many students are not engaged in learning.</p>	<p>Learns about students through data provided by the school and/or through district assessments, but does so inconsistently and/or does not apply the knowledge effectively to instruction.</p> <p>Some students are engaged in learning, but others do not respond to instructional strategies focused on the class as a whole.</p>	<p>Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.</p> <p>Students engage in learning through the use of adjustments in instruction to meet their needs.</p>	<p>Uses comprehensive knowledge of students to make ongoing accommodations in instruction.</p> <p>Students actively utilize a variety of instructional strategies and technologies in learning that ensure equitable access to the curriculum.</p> <p>As appropriate, students take ownership of their learning by choosing from a wide range of methods that further their learning and that are responsive to their diverse learning needs.</p>

## Standard 1 C/BSTP: Engaging and Supporting All Students in Learning

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

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests</b></p> <p><i>Evidence</i></p>	<p>Develops insufficient awareness of individual students' prior knowledge, backgrounds, life experiences, and interests.</p> <p>Most students cannot connect learning activities to their own lives.</p>	<p>Develops limited awareness of prior knowledge, culture, backgrounds, life experience, and interests represented among students and/or does not consistently use this awareness to support learning.</p> <p>Some but not all students connect learning activities to their own lives.</p>	<p>Uses gathered information, school resources and family contacts to expand understanding of students' prior knowledge, cultural backgrounds, life experiences, and interests to connect to student learning.</p> <p>Students make connections between curriculum and their prior knowledge, backgrounds, life experiences, and interests.</p>	<p>Develops and systematically uses extensive information regarding students' cultural backgrounds, prior knowledge, life experiences, and interests.</p> <p>Students are enthusiastically engaged in curriculum which relates their prior knowledge, experiences, and interests. Students can articulate the relevance and impact of lessons on their lives and society.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>1.3 Connecting subject matter to meaningful, real-life contexts*</b></p> <p><i>Evidence:</i></p>	<p>Does not connect subject matter to meaningful, real-life contexts.</p> <p>Most students cannot connect subject matter to their own lives.</p>	<p>Makes insufficient use of real life connections during instruction as identified in curriculum.</p> <p>Some but not most students relate subject matter to real-life.</p>	<p>Includes connections from subject matter to meaningful, real-life contexts, including those specific to students' family and community.</p> <p>Students utilize real-life connections regularly to develop understandings of subject matter.</p>	<p>Consistently engages students in actively making connections to relevant, meaningful, and real-life contexts throughout subject matter instruction.</p> <p>Students routinely integrate subject matter into their own thinking and make relevant applications of subject matter during learning activities.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</b></p> <p><i>Evidence:</i></p>	<p>Does not use a variety of instructional strategies, resources, and technologies.</p> <p>Students' diverse learning needs are not met.</p>	<p>Uses a limited number of instructional strategies, resources, and technologies as provided by school and/or district.</p> <p>Some students participate in instructional strategies, using resources and technologies provided.</p>	<p>Utilizes a variety of strategies including culturally responsive pedagogy, resources, and technologies during ongoing instruction to meet students' diverse learning needs.</p> <p>Students participate in instruction using strategies, resources, and technologies matched to their learning needs.</p>	<p>Continually creates, adapts, integrates and refines an extensive repertoire of strategies, resources, and technologies into instruction designed to meet students' diverse learning needs.</p> <p>Students enthusiastically engage in instruction and take responsibility for using a wide range of strategies, resources, and technologies that successfully advance their learning.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>1.5 Promoting critical thinking through inquiry, problem solving, and reflection</b></p> <p><i>Evidence:</i></p>	<p>Does not promote critical thinking through inquiry, problem solving, and reflection.</p> <p>Students do not respond to questions regarding facts and comprehension.</p>	<p>Asks only questions that focus on factual knowledge and comprehension.</p> <p>Some students respond to questions regarding facts and comprehension.</p>	<p>Guide students to think critically through use of questioning strategies, posing / solving problems, and reflection on issues in content.</p> <p>Students respond to complex questions and problems posed by the teacher and begin to pose and solve problems of their own related to the content.</p>	<p>Facilitates systematic opportunities for students to initiate critical thinking by designing structured inquiries into complex problems.</p> <p>Students pose and answer a wide range of complex questions and problems, reflect and communicate understandings based on in-depth analysis of content learning.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>1.6 Monitoring student learning and adjusting instruction while teaching.</b></p> <p><i>Evidence:</i></p>	<p>Does not monitor student learning and/or does not adjust instruction while teaching.</p> <p>Students do not receive individual assistance during instruction.</p>	<p>Implements lesson following curriculum guidelines, but does not adequately monitor and respond to student learning.</p> <p>Some students receive limited individual assistance during instruction.</p>	<p>Makes ongoing adjustments to instruction based on observation of student engagement and regular checks for understanding.</p> <p>Students successfully participate and stay engaged in learning activities.</p>	<p>Flexibly and effectively makes adjustments to extend learning opportunities and provide assistance to students in mastering the context.</p> <p>Students are able to articulate and monitor their level of understanding and use teacher guidance to meet their needs during instruction.</p>



## Standard 2 C/BSTP: Creating and Maintaining Effective Environments for Student Learning

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

*Date*

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>2.1 Models and communicates expectations for fair and respectful behavior to support social development.</b></p> <p><i>Evidence:</i></p>	<p>Fails to model and/or communicate expectations for fair and respectful behavior to support social development.</p>	<p>Makes limited efforts to model and communicate expectations for fair and respectful behavior to support social development.</p> <p>Some students share in responsibility for the classroom community.</p>	<p>Reinforces positive, responsible, and respectful student interaction. Assists students in resolving conflicts. Incorporate cultural awareness to develop a positive classroom climate.</p> <p>Students demonstrate efforts to be positive, accepting, and respectful of differences.</p>	<p>Facilitates student self-reflection and ongoing improvement of the caring community based on respect, fairness, and the value of all members.</p> <p>Students take responsibility / leadership in resolving conflict and creating a fair and respectful classroom community where student's home culture is included and valued. Students communicate with empathy and understanding in interaction with one another.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.</b></p> <p><i>Evidence:</i></p>	<p>Does not create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.</p>	<p>Is aware of the importance of the physical and/or virtual learning environments that support student learning, but makes limited efforts to implement them.</p> <p>Is aware that structured interaction between students can support learning, but makes limited efforts to enable them.</p> <p>Some students use available resources in learning environments during instruction.</p>	<p>Develops physical and/or virtual learning environments that reflect student diversity and provide a range of resources for learning.</p> <p>Utilizes a variety of structures for interaction during learning activities that ensure a focus on and completion of learning tasks.</p> <p>Students use a variety of resources and learning environments and interact in ways that deepen their</p>	<p>Maintains and adapts physical and/or virtual learning environments flexibly to facilitate access to a wide range of resources that engage students in learning. Ensures that environments enhance learning and reflect diversity within and beyond the classroom.</p> <p>Selects from a repertoire of structures for interaction to ensure accelerated learning for the full range of students.</p> <p>Students participate in monitoring and changing the design of learning environments and structures for interaction.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.</b></p> <p><i>Evidence:</i></p>	Does not establish and maintain learning environments that are physically, intellectually, and emotionally safe.	<p>Adheres to policies and laws regarding safety that are required by the site, district, and state.</p> <p>Responds to behaviors that impact student safety as they arise.</p> <p>Students are aware of required safety procedures and the school and classroom rationale for maintaining safety.</p>	<p>Anticipates and reduces risk to physical, intellectual, and emotional safety using multiple strategies that include examining biases in the learning environment and curriculum.</p> <p>Models and provides instruction on skills that develop resiliency and support intellectual and emotional safety.</p> <p>Students take risks, offer opinions, and share alternative perspectives.</p>	<p>Shares responsibility with the students for the establishment and maintenance of a safe physical, intellectual, and emotional environment focused on high quality and rigorous learning.</p> <p>Engages in reflection on their own language and behavior that contributes to intellectual and emotional safety in the classroom.</p> <p>Students demonstrate resiliency and perseverance for academic achievement. Students maintain intellectual and emotional safety for themselves and others in the classroom.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.</b></p> <p><i>Evidence:</i></p>	Does not create a rigorous learning environment with high expectations and appropriate support for all students.	<p>Focuses the rigor of the learning environment on accuracy of answers and completion of learning tasks.</p> <p>Is aware of the importance of maintaining high expectations for students, but does not consistently hold students to those standards.</p> <p>Some students ask for teacher support to understand or complete learning tasks.</p>	<p>Develops a rigorous learning environment that includes accuracy, analysis, problem-solving and appropriate levels of challenge.</p> <p>Holds high expectations for students. Has an understanding of achievement patterns and uses scaffolds to address achievement gaps.</p> <p>Students engage in a variety of differentiated supports and challenges in ways that promote their accuracy, analysis, and problem-solving in learning.</p>	<p>Facilitate a rigorous learning environment in which students take leadership in learning. Fosters extended studies, research, analysis, and purposeful use of learning.</p> <p>Supports students to utilize an extensive repertoire of differentiated strategies (including technologies) to meet high expectations.</p> <p>Students take responsibility to fully utilize teacher and peer support to achieve consistently high levels of factual and analytical learning.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>2.5 Developing, communicating, and maintaining high standards for individual and group behavior.</b></p> <p><i>Evidence:</i></p>	Does not develop, communicate, and maintain high standards for individual and group behavior.	<p>Establishes expectations, rules and consequences for individual and group behavior, but does not adequately enforce them.</p> <p>Refers to standards for behavior and applies consequences as needed, but does so inconsistently or ineffectively.</p> <p>Students are aware of classroom rules and consequences but often do not act accordingly.</p>	<p>Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual and group behavior.</p> <p>Utilizes routine references to standards for behavior prior to and during individual and group work.</p> <p>Students follow behavior expectations, accept consequences, and increase positive behaviors.</p>	<p>Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.</p> <p>Students demonstrate positive behavior, consistent participation, and are valued for their unique identities.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.</b></p> <p><i>Evidence:</i></p>	Does not employ classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.	<p>Establishes procedures, routines, or norms for single lessons to support student learning.</p> <p>Responds to disruptive behavior, but does so inconsistently or ineffectively.</p> <p>Students are aware of procedures, routines, and classroom norms, but often do not act accordingly.</p>	<p>Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms.</p> <p>Provides positive behavior supports.</p> <p>Responds appropriately to behaviors in ways that lessen disruption to the learning climate.</p> <p>Students participate in routines, procedures, and norms, and receive reinforcement for positive behaviors. Students receive timely and effective feedback and consequences for behaviors that interfere with learning.</p>	<p>Facilitates student participation in developing, monitoring, and adjusting routines and procedures; focuses on maximizing learning.</p> <p>Classroom climate integrates school standards and culturally relevant norms.</p> <p>Promotes positive behaviors and establishes preventions and a positive classroom climate that eliminate most disruptive behavior.</p> <p>Students share responsibility with teachers for monitoring, managing and maintaining a positive classroom climate that promotes learning.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>2.7 Using instructional time to optimize learning.</b></p> <p><i>Evidence:</i></p>	Does not use instructional time to optimize learning.	<p>Paces instruction based on curriculum guidelines, but does not adapt pacing to student needs.</p> <p>Develops awareness of how transitions and classroom management impact pacing and lessons, but does not adequately implement this knowledge.</p> <p>Some students complete learning activities in time allotted.</p>	<p>Paces instruction with students to provide adequate time for instruction, checking for understanding, completion of learning activities and closure.</p> <p>Students participate in and complete a variety of learning activities in the time allotted with options for extension and review.</p>	<p>Paces, adjusts and fluidly facilitates instruction and daily activities in response to student learning.</p> <p>Students monitor their own time, are engaged in accomplishing learning goals, and participate in reflection, self-assessment and goal-setting.</p>

**Standard 3 C/BSTP: Understanding and Organizing Subject Matter for Student Learning**

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

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>3.1 Demonstrating knowledge of subject matter academic content standards</b></p> <p><i>Evidence:</i></p>	Has basic knowledge of subject matter, related academic language and academic content standards but lacks necessary depth.	Examines concepts in subject matter and academic language, to identify connections between academic content standards and instruction, but does not articulate them clearly or effectively for students.	Understands and effectively explains the relationship between essential subject matter concepts, academic language and academic content standards.	Uses extensive knowledge of subject matter, concepts, current issues, academic language and research to make relevant connections to standards during instruction and extend student learning.

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.</b></p> <p><i>Evidence:</i></p>	Does not have knowledge of student development and proficiencies.	<p>Has basic knowledge of student stages of development and some awareness of differences in students' understanding of subject matter.</p> <p>Teaches subject specific vocabulary following curriculum guidelines, but does not adapt adequately to student needs.</p>	<p>Adapts instruction in response to knowledge of student development and proficiencies to meet students' diverse learning needs. Ensures understanding of subject matter including related academic language.</p> <p>Provides explicit teaching of essential vocabulary, idioms, key words with multiple meanings, and academic language in ways that engage students in accessing subject matter text or learning activities.</p>	<p>Utilizes comprehensive knowledge of all students to guide all students to develop proficiencies, understand subject matter including related academic language.</p> <p>Engages students at all levels of vocabulary, academic language and proficiency in self-directing goal-setting, monitoring and improvement. Guides all students in using analysis strategies that provide equitable access and deep understanding of subject matter.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>3.3 Organizing curriculum to facilitate student understanding of the subject matter.</b></p>	Does not organize curriculum to facilitate student understanding of the subject matter.	Follows organization of curriculum as provided by the site and district, but does not adapt as needed to support student understanding of subject matter.	Uses knowledge of curriculum and student readiness to organize and adjust the curriculum to ensure student understanding.	<p>Uses extensive knowledge of curriculum and related resources to flexibly and effectively organize and adjust instruction.</p> <p>Ensures student comprehension and facilitate student articulation about what they do and don't understand.</p>

<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing/ Professional Support Needed</b>	<b>Effective/Proficient</b>	<b>Highly Effective/Innovating</b>
<b>3.4 Utilizing instructional strategies that are appropriate to the subject matter.</b>	Does not utilize instructional strategies that are appropriate to the subject matter.	Uses instructional strategies that are provided in the curriculum, but does not adapt to student needs.	Selects and adapts a variety of instructional strategies to ensure student understanding of academic language appropriate to subject matter and that addresses students' diverse learning needs.	Uses an extensive repertoire of instructional strategies to develop enthusiasm, metacognitive abilities, and to support and challenge the full range of students toward a deep knowledge of subject matter.

<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing/ Professional Support Needed</b>	<b>Effective/Proficient</b>	<b>Highly Effective/Innovating</b>
<b>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, to make subject matter accessible to all students.</b>	Does not use and adapt resources, technologies, and standards-aligned instructional materials, to make subject matter accessible to all students.	Makes limited use of available instructional materials, resources, and technologies for specific lessons to make subject matter accessible to students.	<p>Selects, adapts, and utilizes appropriate instructional materials, resources, and technologies for concept and skill development in subject matter.</p> <p>Resources reflect the diversity of the classroom and support differentiated learning of subject matter.</p> <p>Guides and assists students in using available print, electronic, and online subject matter resources based on individual needs.</p>	<p>Engages students in identifying and adapting resources, technologies, and standards-aligned instructional materials to extend student understanding and critical thinking about subject matter.</p> <p>Ensures that students are able to obtain equitable access to a wide range of technologies through ongoing links to outside resources and support.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>3.6 (a)</b>  <b>Addressing the needs of English Learners and students with special needs to provide equitable access to the content.</b></p>	<p>Does not address the needs of English Learners.</p>	<p>Is aware of students' primary language and English language proficiency based on available assessment data, but does not adequately make use of this knowledge to provide equitable access to the content.</p> <p>Makes limited efforts to provide adaptive materials to help English Learners access content.</p>	<p>Identifies language proficiencies and English Learner strengths in the study of language and content. Differentiates instruction using one or more components of English Language development to support English Learners.</p> <p>Creates and implements scaffolds to support standards-based instruction using literacy strategies, SDAIE, and content level English language development in order for students to develop language proficiencies and to understand content.</p>	<p>Engages English learners in assessment of their progress in English language development and in meeting content standards. Supports students to establish and monitor language and content goals.</p> <p>Is resourceful and flexible in the design, adjustment, and elimination of scaffolds based on English Learners' proficiencies, knowledge, and skills in content.</p>

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<p><b>3.6 (b)</b>  <b>Addressing the needs of English Learners and students with special needs* to provide equitable access to the content.</b></p> <p>(* The full range of students with “special needs” includes students with IEPs, 504 plans, and advanced learners.)</p>	<p>Does not address the needs of students with special needs.</p>	<p>Has an awareness of the full range of students identified as special needs students through data provided by the school, but does not adequately act on that knowledge.</p> <p>Attends required meetings with resource personnel and families, but may not effectively or consistently implement suggestions.</p> <p>Learns about referral processes for students with special needs, but does not make adequate use of them.</p>	<p>Utilizes information on the full range of students identified with special needs to assess strengths and competencies to provide appropriate challenge and accommodations in instruction.</p> <p>Communicates and cooperates regularly with resource personnel, para-educators and families as needed to ensure that student services are provided and progress is made in accessing appropriate content.</p> <p>Refers students as needed in a timely and appropriate manner, supported with documented data over time, including interventions tried previous to referral.</p>	<p>Guides and supports the full range of students with special needs to actively engage in assessing and monitoring their own strengths, learning needs, and achievements in accessing content.</p> <p>Communicates and collaborates with resource personnel, para-educators, family, leadership, and students in creating a coordinated program to optimize success of the full range of students with special needs.</p> <p>Takes leadership at the site / district and collaborates with resource personnel to ensure the smooth and effective implementation of referral processes.</p>



### Standard 4 C/BSTP: Planning Instruction and Designing Learning Experiences for All Students

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

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<b>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction.</b>	Does not use knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction.	Plans daily lessons using available curriculum and information from district and state required assessments, but does not sufficiently adapt to student needs.  Is aware of impact of bias on learning, but does not adequately apply this knowledge, or does not seek to learn about culturally responsive pedagogy.	Plans differentiated instruction based on knowledge of students' academic readiness, academic language, diverse cultural backgrounds, and individual cognitive, social, emotional, and physical development to meet their individual needs.  Examines potential sources of bias and stereotyping when planning lessons. Uses culturally responsive pedagogy in planning.	Plans differentiated instruction that provides systematic opportunities for supporting and extending student learning based on comprehensive information on students.  Engages students in the analysis of bias, stereotyping, and assumptions.

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<b>4.2 Establishing and articulating goals for student learning.</b>	Does not establish or articulate goals for student learning.	Communicates learning objectives for single lessons to students based on content standards and available curriculum guidelines, but does not communicate larger learning goals OR does sufficiently base learning goals on standards.	Establishes and communicates to students clear learning goals for content that are accessible, challenging, and differentiated to address students' diverse learning needs.	Establishes and articulates comprehensive short- and long-term learning goals for students. Assists students to articulate and monitor learning goals.

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional	Effective/Proficient	Highly
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		<b>Support Needed</b>		<b>Effective/Innovating</b>
<b>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.</b>	Does not develop or sequence long-term and/or short-term instructional plans to support student learning.	Plans curriculum units that include a series of connected lessons and are linked (but not consistently) to long-term planning to support student learning,	Establishes short- and long-term curriculum plans for subject matter concepts and essential related academic language and formats that support student learning.	Utilizes extensive knowledge of the curriculum, content standards and assessed learning needs to design cohesive and comprehensive long- and short-term instructional plans that ensure high levels of learning.

<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing/ Professional Support Needed</b>	<b>Effective/Proficient</b>	<b>Highly Effective/Innovating</b>
<b>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.</b>	Does not plan instruction that incorporates appropriate strategies to meet the learning needs of all students.	<p>Selects strategies for single lessons or a sequence of lessons that respond to students' diverse learning needs, but does not do so consistently.</p> <p>Is aware of data concerning, and seeks to learn more by other means, about student content, learning, and language needs, but does not adequately apply this knowledge.</p>	<p>Incorporates differentiated instructional strategies into ongoing planning that addresses culturally responsive pedagogy, students' diverse language and learning needs and styles.</p> <p>Uses assessments of students' learning and language needs to inform planning of differentiated instruction.</p>	<p>Plans instruction incorporating a repertoire of strategies to specifically meet students' diverse language and learning needs and styles to advance learning for all.</p> <p>Integrates result from a broad range of assessments into planning.</p> <p>As appropriate for grade level, facilitates opportunities for students to reflect on their learning and the impact of instructional strategies to meet their learning and language needs.</p>

<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing/ Professional Support Needed</b>	<b>Effective/Proficient</b>	<b>Highly Effective/Innovating</b>
<b>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</b>	Does not adapt instructional plans and curricular materials to meet the assessed learning needs of all students.	Begins to adapt plans and materials in single lessons or sequence of lessons to address students' learning needs.	Makes adjustments and adaptations to differentiate instructional plans. Uses culturally responsive pedagogy and additional materials to support students' diverse learning needs.	<p>Anticipates and plans for a wide range of adaptations to lessons based on in-depth analysis of individual student needs.</p> <p>Engages with students to identify types of adjustments in instruction that best meet their learning needs.</p>

**Standard 5 C/BSTP: Assessing Students for Learning**

*Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while*

*integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment? 1) List evidence in the first column 2) Assess level of practice 3) Date*

<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing / Professional Support Focus Identified</b>	<b>Effective / Proficient</b>	<b>Highly Effective / Innovative</b>
<b>5.1 Monitors student progress and adapts instruction in response to assessed needs</b>	No evidence of monitoring student needs	Inconsistently monitors student progress and/or inconsistently adapts instruction in response to assessed needs	Consistently monitors student progress and consistently adapts instruction in response to assessed needs	Designs systems for monitoring progress and creates innovative instruction in response; consults and collaborates with other teachers

<b>5.2 Uses a variety of assessment techniques to evaluate student learning</b>	Does not use a variety of techniques to evaluate student learning	Uses a limited variety of techniques to evaluate student learning	Uses a variety of assessment techniques to evaluate student learning (effective use of questioning during class, test and quizzes, projects, student demonstrations, etc.)	Develops a wide variety of assessment techniques which engage students with different learning needs and which meaningfully reflect student progress
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<b>5.3 Assessment tasks are based on instruction and learning objectives for the unit</b>	Insufficient connection between assessment tasks and instruction/learning objectives	Moderate but incomplete/inconsistent connection between assessment tasks and instruction/learning objectives	Assessment tasks are clearly based on instruction and learning objectives for the unit.	Infuses assessments strategically and systematically throughout instruction to collect ongoing assessment data to differentiate instruction for maximum academic success
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<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing/ Professional Support Needed</b>	<b>Effective/Proficient</b>	<b>Highly Effective/Innovating</b>
<b>5.4</b>	No evidence of oral and	Inconsistent/ insufficient	Consistently provides	Designs and communicates

<b>Maintains clear oral and written communication with students regarding high expectations, grades, and behavior</b>	written communication with students regarding high expectations, grades, and behavior	oral and written communication with students regarding high expectations, grades, and behavior	clear oral and written communication with students regarding high expectations, grades, and behavior	easily accessible tools for students to self-monitor their progress in meeting high expectations, grades, and behavior
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<b>5.5 Provides meaningful and timely feedback to students and parents about performance on assignments and assessment tasks</b>	Does not regularly provide feedback about progress and performance to students and parents	Provides occasional but insufficient feedback to students and parents and/or does not provide feedback in a timely manner	Provides detailed and differentiated oral and/or written feedback to students and parents, responds to student and parent inquiries, and does both in a timely manner.	Energetically follows up with differentiated personal attention for students at different levels to help each reach their fullest potential. Proactively utilizes technology for in-depth and ongoing communication.
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<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing/ Professional Support Needed</b>	<b>Effective/Proficient</b>	<b>Highly Effective/Innovating</b>
<b>5.6 Teaches students how to accurately self-assess and reflect upon their own learning at a developmentally appropriate level, set new goals and monitor progress</b>	Does not engage students in reflection or self-assessment on their work	Does not consistently use assessments to help students monitor, reflect, and understand individual achievement and progress toward goals	Provides and models structures for self-evaluation/ reflection, and uses scaffolding to support students in implementing the process. Develops a shared understanding with students of what they should know and be able to do. Has students regularly engage in self-assessment, goal setting, and monitoring progress	Creates a classroom environment which develops students' meta-cognitive skills for self-reflection and goal setting, and which provides systematic opportunities to analyze and engage in these processes. May provide opportunities for students to create assessments to measure their achievement

<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing / Professional Support Focus Identified</b>	<b>Effective / Proficient</b>	<b>Highly Effective / Innovative</b>
<b>5.7 Employs a grading system that accurately reflects student learning, performance, and progress.</b>	Grading system does not accurately reflect student learning, performance, and progress	Grading system somewhat reflects student understanding, performance, progress, and learning	Communicates clear criteria for proficiency on assignments (may include rubrics, exemplars, modeling, anecdotal records, etc.). Defines clear guidelines for how grades are determined / how standards are met. Grading system accurately reflects student learning, performance, and progress	Facilitates collaborative work with colleagues in developing grading criteria (rubrics, exemplars, models, anecdotal records, etc.) that foster authentic student growth. Seeks opportunities to reflect with colleagues on calibration and /or parity and consistency in grading systems among classes

<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing / Professional Support Focus Identified</b>	<b>Effective / Proficient</b>	<b>Highly Effective / Innovative</b>
<b>5.8 Maintains accurate, detailed records of student performance</b>	Does not maintain accurate, detailed records of student performance	Maintains records, but inconsistently or with inaccuracies and/or does not make them available (i.e., through Infinite Campus) as required by the school site	Maintains accurate, detailed records of student performance and makes them available (i.e., through Infinite Campus) as required by the school site.	Explores new options, including new technologies, for maintaining records that are up-to-date, accurate, detailed, clear, and substantive. Uses technologies to provide for in-depth and ongoing communication regarding student learning for multiple audiences (e.g., other teachers, district administrators, the School Board, the community)

Element	Unsatisfactory/Does Not Meet Standard	Developing / Professional Support Focus Identified	Effective / Proficient	Highly Effective / Innovative
<b>5.9 Collaboratively administers, scores, reports (within the central district data system) and analyzes common/benchmark assessments according to agreed upon standards and procedures.</b>	Does not collaboratively administer, score, report and analyze common/ benchmark assessments according to agreed upon standards and procedures	Lacks full participation in collaboratively administering, scoring, reporting and analyzing common/benchmark assessments according to agreed upon standards for all students	Collaboratively administers, scores, reports and analyzes common/benchmark assessments according to agreed upon standards for all students	Facilitates collaborative work and fosters colleagues' ability to identify and address underlying causes for achievement patterns and trends. Facilitates training for colleagues and provides support for ongoing problem solving.

<b>5.10 Records and reports common/benchmark assessments within the central district data system / uses available technology</b>	Does not record and report common benchmark assessments within the central district data system using available technology	Inconsistently records and reports common benchmark assessments within the central district data system/ uses available technology	Records and reports Common benchmark assessments within the central district data system/ uses available technology	Facilitates training for colleagues and provides support for ongoing problem solving
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### Standard 6 C/BSTP: Developing as a Professional Educator

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

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<b>6.1 Reflecting on teaching practice in support of student learning.</b>	Does not reflect on teaching practice in support of student learning.	Begins to engage in reflection on teaching practice individually and with colleagues that is focused on methods to support the full range of learners.	Engages in reflection individually and with colleagues on the relationship between making adjustment in teaching practice (including the elements of the C/BSTP) and impact on the full range of learners.	Maintains ongoing reflective practice and action research in supporting student learning and raising the level of academic achievement.  Engages in and fosters reflection among colleagues for school-wide impact on student learning.

<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing/ Professional Support Needed</b>	<b>Effective/Proficient</b>	<b>Highly Effective/Innovating</b>
<b>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.</b>	Does not establish professional goals and/or does not engage in professional growth and development.	<p>Sets goals connected to the C/BSTP that take into account self-assessment of teaching practice, but does so in a limited way or does not pursue them adequately.</p> <p>Expands knowledge and skills individually and with colleagues through available professional development, but does so in a limited way or does not apply them adequately.</p>	<p>Sets goals connected to the C/BSTP that are authentic, challenging, and based on self-assessment.</p> <p>Aligns personal growth with school and district goals and focuses on improving student learning.</p> <p>Selects and engages in professional development based on needs identified in professional goals.</p>	<p>Sets and modifies a broad range of professional goals connected to the C/BSTP to improve instructional practice and impact student learning within and beyond the classroom.</p> <p>Engages in ongoing inquiry into teacher practice for professional development.</p> <p>Contributes to professional organization and development opportunities to extend own teaching practice.</p>

<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing/ Professional Support Needed</b>	<b>Effective/Proficient</b>	<b>Highly Effective/Innovating</b>
<b>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.</b>	Does not collaborate with colleagues and/or the broader professional community to support teacher and student learning.	<p>Consults with colleagues to consider how best to support teacher and student learning, but does so inconsistently or does not adequately apply new strategies.</p> <p>Begins to identify how to access student and teacher resources in the broader professional community.</p>	<p>Collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level.</p> <p>Interacts with members of the broader professional community to access resources that support teacher effectiveness and student learning.</p>	<p>Facilitates collaboration with colleagues.</p> <p>Works to ensure the broadest positive impact possible on instructional practice and student achievement at school and district levels and for the profession.</p> <p>Initiates and develops professional learning opportunities with the broader professional community focused on student achievement.</p>

<b>Element</b>	<b>Unsatisfactory/Does Not Meet Standard</b>	<b>Developing/ Professional Support Needed</b>	<b>Effective/Proficient</b>	<b>Highly Effective/Innovating</b>
<b>6.4 Working with families to support student learning.</b>	Does not work with families to support student learning.	Acknowledges the importance of the family's role in student learning. Seeks information about cultural norms of families represented in the school. Welcomes family involvement at classroom school events.	Supports families to contribute to the classroom and school. Adjusts communications to families based on awareness of cultural norms and wide range of experiences with schools.	Structures a wide range of opportunities for families to contribute to the classroom and school community. Supports a school / district environment in which families take leadership to improve student learning.

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<b>6.5 Engaging local communities in support of the instructional program.</b>	Does not engage local community in support of the instructional program.	Makes some use of available neighborhood and community resources.  Includes references or connections to communities in single lessons or sequence of lessons.	Uses a variety of neighborhood and community resources to support the curriculum.  Includes knowledge of communities when designing and implementing instruction.	Collaborates with community members to increase instructional and learning opportunities for students.  Engages students in leadership and service in the community. Incorporates community members into the school learning community.

Element	Unsatisfactory/Does Not Meet Standard	Developing/ Professional Support Needed	Effective/Proficient	Highly Effective/Innovating
<b>6.6 Managing professional responsibilities to maintain motivation and commitment to all students.</b>	Does not manage professional responsibilities to maintain motivation and commitment to all students.	Maintains professional responsibilities in timely ways and seeks support as needed, but may have difficulties managing time and effort required to meet expectations.  Demonstrates commitment by exploring ways to address individual student needs.	Anticipates professional responsibilities and manages time and effort required to meet expectations.  Pursues ways to support students' diverse learning needs and maintains belief in students' capacity for achievement.	Models professionalism and supports colleagues in meeting and exceeding professional responsibilities effectively.  Supports colleagues to maintain the motivation, resiliency and energy to ensure that all students achieve.

Element	Unsatisfactory	Developing / Effective	Highly Effective / Innovating
<b>6.7 Demonstrating professional responsibility, integrity, and ethical conduct.</b>	Does not follow all student education codes, legal requirements, district and site policies, contractual agreements and ethical responsibilities.	Follows all state education codes, legal requirements, district and site policies, contractual agreements and ethical responsibilities.  As follows: <ul style="list-style-type: none"> <li>• Takes responsibility for student academic learning outcomes.</li> <li>• Is aware of own personal values and biases and recognizes ways in which these values and biases affect the teaching and learning of students.</li> <li>• Adheres to legal and ethical obligations in teaching the full range of learners, including English learners and students with special needs.</li> <li>• Reports suspected cases of child abuse and/or neglect as outlined in California Child Abuse and Neglect Reporting Act.</li> <li>• Maintains a non-hostile classroom environment and carries out laws and</li> </ul>	Maintain a high standard of personal integrity and commitment to student learning and the profession in all circumstances.  Contributes to building professional community and holding peers accountable to norms of respectful treatment and communication.  Contributes to fostering a school culture with a high degree of resilience, professional integrity, and ethical conduct.



		<p>district guidelines for reporting cases of sexual harassment.</p> <ul style="list-style-type: none"><li>• Understands and implements school and district policies and state and federal law in responding to inappropriate or violent student behavior.</li><li>• Complies with legal and professional obligations to protect the privacy, health and safety of students, families, and other school professionals.</li><li>• Models appropriate behavior for students, colleagues, and the profession.</li><li>• Acts in accordance with ethical consideration for students.</li><li>• Maintains professional conduct and integrity in the classroom and school community.</li></ul>	
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APPENDIX D- 4  
 Appendix D-4: Goal Setting Conference Form  
 (To be completed at goal setting conference)

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

Administrator's Name: \_\_\_\_\_

**Attention: The selected goals are areas of particular focus in the evaluation year. Please note that all professional responsibilities are being evaluated.**

**In addition to Standard 5, choose one California/Buckeye Standards for the Teaching Profession on which you will focus.**

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

**GOAL \_\_\_\_:** \_\_\_\_\_  
 Write the sub-category of the goal that will be your focus in box below.

**INSTRUCTIONAL PRACTICES/ESSENTIAL ACTIVITIES**

What specific practice(s) am I going to use in order to achieve the goal stated above, including practices to be observed during formal observation. (Examples: Small group instruction, whole class discussion, group analysis of literature, fist to five, exit ticket, think-pair-share; for a full list of examples, click [HERE](#).)

**DOCUMENTATION/REFLECTION**

What kinds of evidence or documentation will I provide?

**GOAL 5: Assessing Students for Learning**

What do I want my students to know/do this year? What element will be your focus?

**Essential Activities/Reflection on Assessments**

What assessments strategies will be used determine student understanding?

What formative assessments/strategies will I use?

What summative assessments/strategies will I use?

**DOCUMENTATION/REFLECTION**

How will I use formative and summative assessments to guide my instruction?

APPENDIX D– 4(A)  
 Appendix D-4: Addendum to Goal Setting Conference Form  
 (To be completed at goal setting conference)

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

Administrator's Name: \_\_\_\_\_

**Attention: The selected goals are areas of particular focus in the evaluation year. Please note that all professional responsibilities are being evaluated.**

**In addition to Standard 5, choose one California/Buckeye Standards for the Teaching Profession on which you will focus.**

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

**GOAL \_\_\_\_:** \_\_\_\_\_

Write the sub-category of the goal that will be your focus in box below.

**INSTRUCTIONAL PRACTICES/ESSENTIAL ACTIVITIES**

What specific practice(s) am I going to use in order to achieve the goal stated above, including practices to be observed during formal observation. (Examples: Small group instruction, whole class discussion, group analysis of literature, fist to five, exit ticket, think-pair-share; for a full list of examples, click [HERE](#).)

**DOCUMENTATION/REFLECTION**

What kinds of evidence or documentation will I provide?

**GOAL 5: Assessing Students for Learning**

What do I want my students to know/do this year? What element will be your focus?

**Essential Activities/Reflection on Assessments**

What assessments strategies will be used determine student understanding?

What formative assessments/strategies will I use?

What summative assessments/strategies will I use?

**DOCUMENTATION/REFLECTION**

How will I use formative and summative assessments to guide my instruction?

APPENDIX D– 5  
Appendix D-5: Guideline Questions for Pre-Conference

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

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

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

**Guideline Questions for the Pre-Conference Conversation**

Please note:

- The questions are to help guide your conversation about teaching and learning.
- Not all questions need to be covered.
- Teachers are not expected to write out their answers.

- What standard(s) are your goals for the lesson/unit? **What do you want students to know and be able to do at the end of the lesson/unit?** What will be the key/main points of the lesson/unit?
- How will you inform students of the standard goal(s)?
- **How will you know whether students met the learning goals(s)?** What assessments will you use at the end of the lesson/unit?
- **What instructional strategies/techniques/behaviors will you use** to enable students to reach the learning goal(s)? (i.e. lecture, reading text aloud to students, differentiation strategies, use of technology, labs, work sheets,...)
- What curriculum will you use?
- **What will the lesson/unit look like?** How will you start the class? What will be the sequence of the teaching? How will you bring closure to the lesson?
- **What strategies will you use to engage students** in the lesson/unit? (i.e. questioning, students turn to a partner, students create a diagram/outline...)
- How will you monitor student learning during the lesson/unit? **How will you check to be sure that students are understanding the explanation/concept?** How will you assess students as you are teaching?
- How will this lesson/unit lead to the next lesson/unit? What will be the flow?
- **What concerns do you have** as you plan for this lesson/unit?
- **What kind of feedback would be useful to you?** How can I give you feedback after the lesson/unit?

APPENDIX D– 6  
Appendix D-6: Guideline Questions for Post-Conference

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

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

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

**Guideline Questions for the Post-Conference Conversation**

Please note:

- The questions are to help guide your conversation about teaching and learning.
  - Not all questions need to be covered.
  - Teachers are not expected to write out their answers.
- 
- How well did you accomplish your goals for the lesson/unit? How do you know?
  
  
  
  
  
  
  
  
  
  
  - To what degree were students engaged? How do you know?
  
  
  
  
  
  
  
  
  
  
  - What evidence do you have that students met your learning goals? Let's look at some student work.
  
  
  
  
  
  
  
  
  
  
  - Reflecting on this lesson/unit, what modifications might you make prior to teaching this again? Why?
  
  
  
  
  
  
  
  
  
  
  - How were my observation notes helpful?

APPENDIX D-7  
Appendix D-7: Student Data Analysis and Reflection

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

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

Assessment Name: \_\_\_\_\_

Student Population: \_\_\_\_\_

*Use this form to examine student data and turn in to your evaluator during your Goal Setting Conference Agreement at the beginning of the year. If you have access to student data in E-School Performance Plus, use it. This form may also be useful in analyzing evidence from identified assessment measures throughout the evaluation process to support conversations with the evaluator.*

1. At first glance.....Surprises? Explain. General observations? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Where did the overall group score highest and lowest in terms of concepts/skills? \_\_\_\_\_  
\_\_\_\_\_

Were there specific questions/tasks that proved to be difficult for many students? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were there particular subgroups of students who stood out? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How do these results correlate to classroom performance? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What were some of the challenges/successes during instruction that might have affected these results? (ex. absences, behavior, # of LC kids, fieldtrips, homework) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How could this information help me improve student learning? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX D- 8  
Appendix D-8: Peer Observation Reflection Form

Teacher: \_\_\_\_\_ Time Arrived: \_\_\_\_\_  
Date of Visit: \_\_\_\_\_ Time Departed: \_\_\_\_\_  
Type of Class: \_\_\_\_\_ Content Covered: \_\_\_\_\_

Directions: A peer observation gives you the opportunity to reflect on teaching and learning from a different classroom perspective. You may be observing for something specific or more general. These questions will help you reflect on the lesson you observed. You may want to respond with short answers or bullet lists.

1. What was the purpose of the visit? What were you hoping to learn/see? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Briefly describe the format (i.e., group work, lecture, hands-on activity, etc.) and content of the lesson. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. What did you notice students doing? How were they engaged in the lesson? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What teaching techniques did you observe that would help improve your practice? How might you incorporate these into your practice? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_













5. The teacher you visited will be curious about what you observed. Think about how you will want to share your observations with that teacher. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# K-2 Student Survey

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

Teacher Directions: Please read the direction out loud. "As I read the sentence, circle the face that shows what you think. If you do not know, circle the question mark."

		Yes	No	Don't Know
Example	I like recess.			
1.	I learn new things in my classroom.			
2.	I can get help from my teacher.			
3.	I am happy to come to school most days.			

Teacher Direction: Please read the direction out loud. "Draw two of your favorite activities that you have done in class and label it or write a sentence about it."



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

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



APPENDIX D- 10(a)  
Appendix D-10: Grades 3-5 Student Surveys

Please CIRCLE the description that best fits your experience.

- |    |   |           |           |
|----|---|-----------|-----------|
| 1. | My teacher seems to know if something is bothering me.  |           |           |
|    | Always  | Sometimes | Not Often |
| 2. | My classmates behave the way the teacher wants them to. |           |           |
|    | Always  | Sometimes | Not Often |
| 3. | My teacher knows when the class understands.            |           |           |
|    | Always  | Sometimes | Not Often |
| 4. | In this class, we learn to correct our mistakes.        |           |           |
|    | Always  | Sometimes | Not Often |

APPENDIX D– 10(b)  
Appendix D-10: Grades 3-5 Student Surveys (Alternative Form)

Directions: Please CIRCLE the description that best fits your experience.

- |    |  |        |           |           |
|----|--|--------|-----------|-----------|
| 1. | My teacher uses many ways to teach.                      | Always | Sometimes | Not Often |
| 2. | In class, I can get help from my teacher when I need it. | Always | Sometimes | Not Often |
| 3. | I feel respected by my teacher.                          | Always | Sometimes | Not Often |
| 4. | I feel safe in my classroom.                             | Always | Sometimes | Not Often |

What do you like best about this grade? \_\_\_\_\_  
\_\_\_\_\_ Why? \_\_\_\_\_  
\_\_\_\_\_

What was difficult for you about this grade? \_\_\_\_\_  
\_\_\_\_\_ Why? \_\_\_\_\_  
\_\_\_\_\_

APPENDIX D- 11  
Appendix D-11: Grades 6-8 Student Surveys

Directions: Please respond to the statements by placing a # by the responses - "Always is a 5", to "Never is a 1" and N/A (does not apply), - that best describes how you feel about the statement.

1. My experience with the teacher is positive overall.  
■5            ■4            ■3            ■2            ■1            ■N/A
2. I feel comfortable in class.  
■5            ■4            ■3            ■2            ■1            ■N/A
3. The teacher holds students' interest in the materials. Classes are stimulating and keep me interested in learning.  
■5            ■4            ■3            ■2            ■1            ■N/A
4. The teacher explains material clearly and completely.  
■5            ■4            ■3            ■2            ■1            ■N/A
5. The teacher listens to students and treats them and their ideas with respect and patience.  
■5            ■4            ■3            ■2            ■1            ■N/A
6. The teacher willingly and helpfully answers student questions.  
■5            ■4            ■3            ■2            ■1            ■N/A
7. The assignments in this class help me learn the material; they promote my learning and understanding of the material.  
■5            ■4            ■3            ■2            ■1            ■N/A
8. The teacher clarifies grading policies and classroom standards (behavior and participation)  
■5            ■4            ■3            ■2            ■1            ■N/A
9. The teacher is available to meet with students before or after class or school.  
■5            ■4            ■3            ■2            ■1            ■N/A
10. Assignments, tests, etc. are returned within a few days of being collected.  
■5            ■4            ■3            ■2            ■1            ■N/A

Please respond to the questions below in complete sentences.

11. What helped you learn the most in this class? Why? (i.e. projects, approaches to teaching, class activities, homework, classroom atmosphere, etc.): \_\_\_\_\_  
\_\_\_\_\_

12. As the student, what aspects of the class are not helpful for you? Why? \_\_\_\_\_  
\_\_\_\_\_

13. If you were the teacher, what would you change or do differently for the rest of the year or next year? Why? \_\_\_\_\_

APPENDIX D- 12  
Appendix D-12: Reflection on Student Surveys

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

Survey/Assessment: \_\_\_\_\_

**Guideline for the Post-Survey Reflection**

Please note:

- The questions are to help guide your conversation about teaching and learning.
- Not all questions need to be covered.
- Teachers are expected to write out their answers, but are NOT expected to turn this form in.

1. How many surveys did you distribute? \_\_\_\_\_ How many surveys were completed? \_\_\_\_\_

2. What was I pleased with regarding my students responses? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. What surprised or concerned me about my students' responses? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. List factors that might have influenced the results (e.g., survey was interrupted by fire drill): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. What did I learn about my teaching or about my classes from reading these responses? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. What changes will I make after reading my students' responses? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX D- 13  
Appendix D-13: Certificated Evaluation Report

Teacher: \_\_\_\_\_  
School: \_\_\_\_\_  
Evaluator: \_\_\_\_\_

Assignment: \_\_\_\_\_  
School Year: \_\_\_\_\_  
Title: \_\_\_\_\_

Personnel Status: Temporary Probationary I Probationary II Permanent

FOUR POINT RUBRIC FOR CERTIFICATED EVALUATION

Unsatisfactory/Does Not Meet Standard	Professional Support Needed	Developing Level	Effective/Proficient
Performance is clearly unacceptable, does not meet standards, and needs to be improved immediately. Re-evaluation and professional support plan are required.	Teachers are not expected to remain at this level; performance has deficiencies which must be addressed. A professional support plan will be implemented.	Aware of skills/strategies needed for professional teaching standards and working on using them with consistency. Shows satisfactory performance towards standards. Areas of growth are noted but do not require support plan.	Describes solid, expected professional performance which meets or exceeds standards. Areas for growth will be identified.

Check one box, in addition to Standard 5, to the left to indicate the B/CSTPs that are the focus of this evaluation.

<input checked="" type="checkbox"/>	<b>Standard 5:</b> Assessing Student Learning	<input type="checkbox"/> Effective/Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Professional Support Needed <input type="checkbox"/> Unsatisfactory/Does Not Meet Standard	<input type="checkbox"/> (see notes page)
<input type="checkbox"/>	<b>Standard 6:</b> C/BSTP Developing as a Professional	<b>Rating</b>	<input type="checkbox"/> (see notes page) <b>Evidence</b>
<input type="checkbox"/>	<b>Standard 1:</b> Engaging and Supporting all Students in Learning	<input type="checkbox"/> Effective/Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Professional Support Needed <input type="checkbox"/> Unsatisfactory/Does Not Meet Standard	<input type="checkbox"/> (see notes page)
<input type="checkbox"/>	<b>Standard 2:</b> Creating and Maintaining Effective Environments for Student Learning	<input type="checkbox"/> Effective/Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Professional Support Needed <input type="checkbox"/> Unsatisfactory/Does Not Meet Standard	<input type="checkbox"/> (see notes page)
<input type="checkbox"/>	<b>Standard 3:</b> Understanding and Organizing Subject Matter for Student Learning	<input type="checkbox"/> Effective/Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Professional Support Needed <input type="checkbox"/> Unsatisfactory/Does Not Meet Standard	<input type="checkbox"/> (see notes page)
<input type="checkbox"/>	<b>Standard 4:</b> Planning Instruction and Learning Experiences for All Students	<input type="checkbox"/> Effective/Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Professional Support Needed <input type="checkbox"/> Unsatisfactory/Does Not Meet Standard	<input type="checkbox"/> (see notes page)

Observation Dates: \_\_\_\_\_  
Areas for Further Growth: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



APPENDIX D- 14  
Appendix D-14: PAR Support Plan  
ACTION PLAN

ACTION PLAN

Date (Initial): \_\_\_\_\_

Revision Date (as needed): \_\_\_\_\_

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

School/Grade/Subject: \_\_\_\_\_

Consulting Teacher: \_\_\_\_\_

School/Grade/Subject: \_\_\_\_\_

What is my goal: \_\_\_\_\_

What problem do I want to solve? \_\_\_\_\_

SPECIFIC ACTION	TIMELINE	RESOURCES NEED (if any)	GOAL(S) MET (Yes or No)	DATE GOAL(S) MET

How will I know if I have achieved my goal? What evidence might I gather to support my conclusion? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPENDIX E  
Return to Evaluation Cycle and/or Referral to Peer Assistance and Review Program  
and  
Recommendations for Improvement

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

School Principal (or other evaluator): \_\_\_\_\_

I am referring the teacher named above to the Peer Assistance and Review Program and/or Returning them to the Evaluation Cycle based on the teacher's overall unsatisfactory evaluation and/or performance concerns in the following areas:

- Subject Matter Knowledge
- Teaching Strategies
- Teaching Methods and Instruction
- Other: \_\_\_\_\_

The teacher needs to improve in the specific areas described below: \_\_\_\_\_

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

\_\_\_\_\_  
[Principal to attach additional sheets if need to describe areas in need of assistance].

The assistance provided under the Peer Assistance and Review Program and/or Return to the Evaluation Cycle shall be designed to help the teacher to improve in the areas identified by the Principal or other evaluator.

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

Signature of Principal: \_\_\_\_\_



APPENDIX F  
BUCKEYE UNION SCHOOL DISTRICT

CERTIFICATED CATASTROPHIC LEAVE BANK  
Request to Utilize Catastrophic Leave Bank

I, \_\_\_\_\_, Employee # \_\_\_\_\_  
hereby request that I be provided additional sick leave days from the Catastrophic Leave Bank. The period  
for which this sick leave is requested is for the period from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_  
Date

-----  
-  
Eligibility Requirements

- a. Must be a teacher on active duty.
- b. Must have used all regular sick leave.
- c. Must have made a donation of at least one day per work year (employee's regularly scheduled hours) to the Bank.
- d. Must submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

-----  
Sick Leave Bank Committee Review

Request for leave is Approved/Disapproved for \_\_\_\_\_ full days (or equivalent), \_\_\_\_\_  
half days (or equivalent), or \_\_\_\_\_ other (please specify completely).

\_\_\_\_\_  
Chair, BTA Catastrophic Leave Bank Committee

\_\_\_\_\_  
Asst. Chair, BTA Catastrophic Leave Bank Committee

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
Personnel Office Use

Employee Hire Date: \_\_\_\_\_ Regular Hours/Day: \_\_\_\_\_  
Teaching Position: \_\_\_\_\_ Location: \_\_\_\_\_  
Donation Prior Year: Yes \_\_\_\_\_ No \_\_\_\_\_  
Exhausted all Leave; Yes \_\_\_\_\_ No \_\_\_\_\_  
Number of days already used for this leave: \_\_\_\_\_

APPENDIX G  
DISTRICT FUNDED

STIPEND <sup>3</sup>	DESCRIPTION	AMOUNT	PAYMENT TERMS
Combination Class Teacher		\$1,000 per annum	Regular Monthly Payroll: September – June
Overnight Field Trips	Four Night Maximum	\$70.00 per night	Supplemental Monthly Payroll
Middle School Teacher Subbing During Prep Period	Only when no substitute available	\$Hourly Rate	Supplemental Monthly Payroll
BTSA Support Provider <sup>4</sup>		\$1,179.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
PAR Panel Member	Per BTA Contract – Not to Exceed \$1,000	\$500.00 per assignment not to exceed \$1,000	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
Mentor/Consulting Teacher	Support coaching of interns or PAR consultant	\$40.00 per hour	Supplemental Monthly Payroll
Grade-Level Planning on Non-Duty Day	Prior Administrator Approval Required	\$72.00 per half-day	Supplemental Monthly Payroll
GATE Liaison	Limit One Per Site (May be filled by 2 people)	\$400.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
Technology Cadre	Limit Four Per Site	\$300.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
Webmaster	Limit One Per Site	\$500.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
Learning Community Facilitator	Includes Curriculum Council Duties	\$300.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
Title I Coordinator	Title I Schools Only; Only when no TOSA Title I Coordinator	\$7,500.00 per annum	Regular Monthly Payroll: September – May
District Requested Attendance on Non-Duty Days	Workshops, special events, spelling bees, oral interp., interviews, IEPs, et cetera	\$72.00 per half-day \$135.00 per full-day	Supplemental Monthly Payroll
Detention/Friday Disc.		\$25.00 per hour	Supplemental Monthly Payroll
Curriculum Development	Work Performed Beyond Duty Day	\$40.00 per hour	Supplemental Monthly Payroll
General “Instructional” Services – Current Staff Member	Interession, anytime school, extended learning, home hospital, academic recovery, et cetera	\$40.00 per hour	Supplemental Monthly Payroll
General “Instructional” Services – Walk-On Teacher	Interession, anytime school, extended learning, home hospital, academic recovery, et cetera	\$25.00 per hour	Supplemental Monthly Payroll
Special Education and ELL “Instructional” Services	For Extended School Year Only	\$Hourly Rate	Supplemental Monthly Payroll
Presentations/Prep Time Work Performed Beyond Duty Day	Work Performed Beyond Duty Day; Limit 1 hour prep for each hour of training or presentation	\$60.00 per hour – 1 <sup>st</sup> time presentations \$30.00 per hour – repeat presentation	Supplemental Monthly Payroll
Presentations During Duty Day - Preparation Time for Training and Presentations	During Duty Day; Limit 1 hour prep for each hour of training or presentation	\$40.00 per hour – 1 <sup>st</sup> time presentation or training \$25.00 per hour – repeat presentation or training	Supplemental Monthly Payroll
Band Director	Single Stipends of \$7,000 per annum only those are district stipends - exclude Pre-811 degree stipends set forth in BTA Agreement.	\$7,000 per annum	50% September 15 <sup>th</sup> 50% June 10 <sup>th</sup>

APPENDIX G  
SITE FUNDED

STIPEND <sup>6</sup>	DESCRIPTION	AMOUNT	PAYMENT TERMS
Athletic Director	Middle School Only	\$1,700.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
Coach	Middle School Only; Per Sport	\$1,000.00 per annum	Paid at Conclusion of Season
Assistant Coach	Middle School Only; Per Sport	\$500.00 per annum	Paid at Conclusion of Season
Elementary Cross-Country Coach		\$1,000.00 per annum	Paid at Conclusion of Season
Elementary Cross-County Assistant Coach	Only When 50 Students or More	\$500.00 per annum	Paid at Conclusion of Season
Student Council Advisor	Elementary School	\$400.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
Student Council Advisor	Middle School; But only if not offered in Master Schedule	\$2,250.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
Department Head	Middle School	\$300.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
School Club Advisor	Elementary: Per Club; can be shared; Odyssey of the Mind, Newspaper, Yearbook, et cetera	\$300.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
School Club Advisor	Middle School	\$200.00 - \$400.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup> Rate depends upon responsibilities and length of time (i.e., trimester v. annual)
Middle School Yearbook Advisor	Middle School; But only if not offered in Master Schedule	\$1,500.00	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>
PC Pals Coordinator	Intel Funded	\$400.00 per annum	50% December 10 <sup>th</sup> /50% June 10 <sup>th</sup>

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6 Single Stipends of \$5,000 per annum or more are paid in 10 installments from September through June. All hourly and variable stipends excluded even in aggregate exceeds \$5,000. Stipends do not include degree stipends set forth in BTA Agreement.