CONTRACTUAL AGREEMENT

BETWEEN

BELLEVUE EDUCATION ASSOCIATION

And

BELLEVUE UNION SCHOOL DISTRICT

July 1, 2023 to June 30, 2026

Board Approved:

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PREAMBLE

The Board of Trustees of the Bellevue Union School District of Santa Rosa, California, hereinafter referred to as the "District" and the Bellevue Education Association, an affiliate of the California Teachers Association and the National Education Association, hereinafter referred to as the "Association" have negotiated the following agreement.

ARTICLE 1 RECOGNITION

The District hereby recognizes the Association as the exclusive representative of all certificated employees of the District excluding all supervisory, confidential, and management employees.

ARTICLE 2 DEFINITIONS

A. <u>COMPENSATORY TIME</u>

"Compensatory Time" shall mean an accumulation of minutes earned by a unit member for performing duties or assignments requested by the District but beyond those required for salary compensation. Compensatory time is earned minute for minute unless otherwise noted, and may be taken by a unit member as time off or as pay at the current substitute rate.

B. <u>DAILY RATE OF PAY</u>

"Daily Rate of Pay" shall mean the amount computed by dividing the yearly salary of a unit member by the number of required workdays.

C. DONATED DAY

"Donated Day" shall mean a sick-leave day used, by a unit member as a donation to fund their absence, for the purpose of participating in a district approved school related activity.

D. EMERGENCY

"Emergency" shall mean a sudden, unforeseen situation that is caused by factors beyond the control of the District or of the unit member and requires immediate action to avoid disaster.

E. <u>IMMEDIATE FAMILY</u>

"Immediate Family" shall mean family members of the unit member including the grandfather, grandmother, grandchild, father, mother, son, or son-in-law, daughter, or daughter-in-law, brother, sister, uncle, aunt, nephew, or niece of the unit member or the spouse of the unit member. Immediate family also includes any person designated by the unit member ("designated person") which is an individual related to the unit member by blood or whose association with the unit member is equivalent to a family relationship. A unit member may designate a designated person at the time leave is requested and is limited to one designated person every twelve (12) months.

F. <u>SENIORITY</u>

"Seniority" shall be determined by the date on which a unit member first rendered paid service in a probationary position in the District. The procedure for determining the seniority ranking for unit members with the same initial date of paid service shall be the application of the following ranked-order tie-breaking criteria:

- 1. Date of Hire
- 2. Holding a Doctoral Degree
- 3. Holding a Master's Degree
- 4. Specialized credential in Special Education and/or BCLAD/Bilingual Authorization
- 5. Additional credentials (e.g. Single Subject)
- 6. National Board Certification
- 7. Holding of additional certifications related to education (e.g. CPI, GLAD, SEL)
- 8. Years of experience teaching in K-12 education working both inside and outside of the District
- 9. If all items 1-8 are equal, seniority shall be determined by a random draw of the unit members' names

G. SICK LEAVE DAYS

"Sick Leave Days" shall mean paid days of absence provided to and accumulated by the unit member in accordance with the Education Code sections covering sick days. For the purposes of both accumulation and absence, the regular workday of 6 hours and fifty minutes shall be equivalent to 7 hours, and 3 hours and twenty five minutes shall be equivalent to three and one-half hours.

H. <u>SITE ADMINISTRATOR</u>

"Site Administrator" shall mean the principal or the designated administrator of a school in the District.

I. STUDENT DAY

"Student Day" shall mean the amount of time each day during which students are required to be at school.

J. CONSULTATION

"Consultation shall mean the free exchange of information and opinions in order to reach a better understanding of an issue or proposal and to seek to incorporate recommendations prior to the District making a final decision.

ARTICLE 3 DISTRICT RIGHTS

- A. The Board of Trustees on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:
 - 1. To determine and administer policy.
 - 2. Subject to the provision of the law, to hire all employees, to determine their qualifications and the conditions of their continued employment, or their dismissal, demotion, or promotion.
 - 3. To delegate to the Superintendent and other legally appointed officers, the operation of the schools, the executive management and administrative control of the school system, its properties and facilities.
- B. The exercise of the foregoing power, rights, authority, duties and responsibilities by the Board of Trustees, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement.
- C. Notwithstanding any other provision of this Article, the parties agree that the Article is not intended as a general or specific waiver of any right of the Association or unit members that may be derived from law or the provisions of this Agreement.

ARTICLE 4 ORGANIZATIONAL SECURITY

- A. Employees shall not be required as a condition of employment to pay dues or fees to any organization that they have not freely and voluntarily joined.
- B. Employees who are dues-paying unit members at the outset of this Agreement shall be required to maintain membership until the expiration of this Agreement. Nothing contained in this Agreement, however, shall deprive a unit member of the right to terminate their obligation to the Association within a period of thirty (30) days following the expiration of this Agreement.
- C. With respect to all sums deducted from salary for dues by the District pursuant to authorization of the unit member, the Board agrees to promptly remit such monies to the California Teachers Association.
- D. Violation of any section of this Article shall not constitute grounds for dismissal of an employee.
- E. Association Access to Bargaining Unit Member Information:
 - 1. District Notice to BEA of New Hires
 - a. Provide BEA with Notice of New Hires: The District shall provide the BEA President and BEA CTA Staff Representative notice of any newly hired employee at the end of each calendar month, via email. The notice shall include full legal name, date of hire, classification, and site.
 - b. Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, probationary, temporary, seasonal, full-time, part- time, hired by the District. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by BEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the BEA unit.

2. Employee Information

a. Provide BEA with New Hire Contact Information: On the last workday of each month, the District shall provide to BEA, via email, the name and district email information of the new hires. This information shall be provided to BEA regardless of whether the newly hired employee was previously employed by the District.

- i. The information shall be provided via email and shall include the following items, with each field in its own column: First Name; Middle initial; Last name; Job Title; Department; Primary worksite name; Work telephone number; Work Extension; Home Street address (incl. apartment #); City; State; ZIP Code (5 or 9 digits); Home telephone number (10 digits); Personal cellular telephone number (10 digits); Personal email address of the employee.
- b. Provide BEA With Periodic Update of Unit Member Contact Information: The District shall provide BEA via email in September, January, and May each year the specific employee information to be provided and the method of reporting shall be the same as the information described above in Article (4.E.2.a.) of this agreement.

3. New Employee Orientation

- a. Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b. Provide BEA with Access to New Employee Orientations: The District shall provide BEA mandatory access to its new employee orientations. BEA shall receive notice and an agenda with times ten (10) or more days in advance of the New Teacher Launch in August of each year. Orientations for staff hired after the first day of school will be communicated as early as possible to the Bargaining Unit. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator and/or group orientation sessions.
 - i. Group Orientations: In the event the District conducts a group orientation, BEA shall have up to one (1) hour of exclusive presentation time at the orientation session. The District shall provide paid release time of two (2) hours each for up to two (2) BEA representatives for each group orientation, including travel time. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The BEA/CTA Staff Representative may also attend the orientation session.
 - ii. Individual Orientations: In the event the District conducts one-onone orientations with new employees, which may include a required meeting with a District representative to complete preemployment paperwork, BEA shall have up to thirty (30)

minutes of exclusive presentation time at the orientation session. The District shall provide paid release time of one (1) hour to a BEA representative, including travel time, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The BEA/CTA Staff Representative may also attend the orientation session.

- iii. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- iv. BEA may use part of their time at any orientation session to present, or allow CTA endorsed vendors to present information, products, and/or services.
- v. BEA will have full access to any audio/visual equipment in the orientation room.
- c. New Hire Information Packet: The District shall include the BEA membership application, a link for an electronic application, and a link to the BEA certificated contract in the new employee orientation packet.
- d. On-line Orientation: In the event that the District implements an on-line orientation/onboarding process, BEA/CTA agrees to provide an on-line or video presentation that the employee shall view as part of the orientation/onboarding process.

ARTICLE 5 PERSONAL AND ACADEMIC FREEDOM

All unit members are required to follow the state adopted standards and implement practices and strategies using District adopted curriculum and resources.

- A. It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's performance of their teaching functions. Accordingly:
 - 1. A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious, or otherwise sensitive material, provided that said material is relevant to the course content, age appropriate to the children, and within the scope of the law.
 - 2. In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content in a professional and objective manner. A unit member, however, shall not utilize their position to indoctrinate students with their own personal, political, and/or religious views.
- B. Unit members will be employed, promoted, or retained on their professional qualifications and merits without discrimination or regard to their personal beliefs, literary efforts, artistic endeavors, or lawful political activities.
- C. The lawful personal life of a unit member will not be a basis for evaluation or disciplinary action unless it prevents the unit member from performing their duties.
- D. A unit member shall be entitled to full rights of citizenship, and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of evaluation or disciplinary action unless said activities violate Board policy, local, state, or federal law.

ARTICLE 6 GRIEVANCE

A. DEFINITIONS

1. GRIEVANCE

a. "Grievance" shall mean a claim by a grievant that the terms and/or conditions of this Agreement, District policies, rules, regulations, practices, administrative orders or procedures, or laws have been misinterpreted or misapplied to the grievant.

2. GRIEVANT

a. "Grievant" shall mean a unit member or the Association.

3. DAY

a. A "day" is any duty day in which the grievant is required by contract to render service.

B. <u>PURPOSE</u>

The purposes of this procedure is to secure, at the lowest possible administrative level, equitable solutions to employment problems affecting the welfare or working conditions of unit members.

C. BINDING ARBITRATION

It is agreed by the Association and the District that all aspects of this contract are subject to binding arbitration. Specifically, each party may exercise all appropriate options to secure full contractual benefits. If all avenues prior to arbitration are exhausted and disagreement with reference to contract elements exists, the issues will be presented for arbitration. The decision of the arbitrator will be binding on both parties.

D. <u>PROCEDURE</u>

When a unit member presents a grievance on their behalf, the Association shall have the right to be present and state its views at all meetings.

1. LEVEL ONE/INFORMAL

A written and dated grievance request form (Appendix E) shall be submitted to the site administrator or immediate supervisor, and to the Association by the grievant for an informal conference to discuss an employment problem with the objective of resolving the matter.

The request shall be submitted to the Superintendent and to the Association when the employment problem is strictly within the domain of the Superintendent or the District.

The site administrator, supervisor or Superintendent shall meet with the Grievant and or designated Association representative within ten (10) days of receipt of the request.

Following the informal conference, the site administrator, supervisor, or Superintendent shall provide to the grievant and the Association a written statement of their final decision concerning the matter within three (3) days of the meeting. (Appendix E-1).

2. LEVEL TWO/FORMAL

If the grievant is not satisfied with the resolution of the employment problem at Level One or if the agreement has not been implemented within five (5) days after the informal conference the request for formal conference (Appendix E-2) shall be submitted to the Superintendent and the Association by the grievant.

The Superintendent shall meet with the grievant and/or designated Association representative within ten (10) days of receipt of the request in an effort to resolve the employment problem formally.

Following the formal conference, the site administrator, supervisor, or Superintendent shall provide to the grievant and the Association a written statement (Appendix E-3) of their final decision concerning the matter within three (3) days of the meeting.

3. LEVEL THREE/MEDIATION

If the grievant is not satisfied with the resolution of the employment problem at Level Two, or if the agreement has not been implemented within five (5) days after the formal conference, a request for mediation shall be submitted to the Superintendent and to the Association by the grievant.

Representatives of the District and the Association shall request that the services of a conciliator/mediator from the California State Mediation/Conciliation service be used at no cost to either party for the purpose of mediation

The mediator, within a mutually agreeable time frame shall meet with the grievant, any witnesses, the Association and the District for the purpose of resolving the grievance.

A written copy of any agreement mediated shall be signed by the grievant, the Association and the Superintendent at the mediation session and will be implemented in a timely manner.

4. LEVEL FOUR/ARBITRATION

In the event mediation is not successful at Level Three, the Association may request arbitration by notifying the District in writing within ten (10) days of mediation.

Representatives of the District and Association shall attempt to agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve.

In the event that no arbitrator can be agreed upon, the Association shall file a demand to arbitrate with the American Arbitration Association and/or the California Conciliation Services. Each party shall alternately strike one name from the list until one name remains. The order of the striking shall be determined by lot.

A hearing shall be scheduled as soon as possible. The hearing shall be conducted in accordance with the rules of the American Arbitration Association. At the hearing, the Arbitrator shall afford school district personnel, the grievant, and the Association a reasonable opportunity to present evidence, witnesses and argument.

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

It is agreed that the Arbitrator is empowered to include in any award such financial reimbursement or other remedies as they judge to be proper. The decision of the Arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon both parties.

The jurisdiction of the arbitrator shall be confined to a determination of facts and an interpretation of school district policy. Rules or procedures and their award shall be limited to the proper application of said policies, rules and procedures.

If the question of arbitrability is raised at any level of the grievance procedure, that question shall be deferred to Level Four, where it shall be ruled upon by the arbitrator as a threshold question. The decision of the arbitrator as to the arbitrability of the issue shall be final.

E. TIME LIMITS

Time limits provided for each level shall begin the day following receipt of a request for conference, mediation or arbitration form.

Time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

Time limits may be affected by school breaks and every effort will be made by both parties to expedite these procedures without jeopardizing either party.

F. <u>EXPENSES</u>

When it is necessary for a grievant, a representative designated by the Association, or a unit member to investigate a grievance, attend a grievance meeting, conference, mediation session, hearing, or court appearance they will, upon notice to the principal be provided with a reasonable amount of release time without loss of pay or benefits.

The cost for the services of the Arbitrator, including but not limited to per diem, travel and subsistence expenses, the cost of any hearing room and cost of a court reporter will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

G. <u>MISCELLANEOUS</u>

- 1. No reprisals of any kind will be taken by the administration or Board against any participant in the grievance procedure by reason of such participation.
- 2. A grievant who wishes to have a grievance heard under this procedure must initiate action within thirty (30) working days of the time they had knowledge, or reasonably should have had knowledge, of the act or omission giving rise to the grievance.
- 3. The grievant may be represented at all stages of the grievance procedure by themselves, or at their option, by a representative of their choice. If the grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 4. Decisions rendered at Levels One, Two, and Three shall be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and the Association.
- 5. Time allowances set forth in the grievance procedure may be extended by mutual consent of the grievant and the school district.
- 6. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered set on the basis of the answer given in the preceding step.
- 7. Other employer-employee relations matters for which a specific method of review is prescribed by law, are not within the scope of this procedure.
- 8. All documents and records dealing with the processing of grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE 7 WORKDAYS, HOURS, AND DUTIES

A. WORKDAYS AND HOURS

1. WORKDAYS

- a. The school year is comprised of one hundred and eighty-five (185) workdays of which one hundred and eighty (180) are instructional workdays, three (3) are professional development days, and two (2) are teacher workdays.
- b. Teacher workdays will be used at the teachers' discretion for onsite planning and preparation. One teacher workday will precede the first day of instruction and the second will be the first weekday following the last day of instruction for the purpose of classroom clean-up and closing.
- c. One of the three professional development days will be calendared prior to the first teacher work day for District on-site meetings and the other two will be calendared within the school year as a part of the negotiated calendar.

2. HOURS

a. Professional Duty Day

- 1. The professional duty day shall consist of time spent performing all assigned duties as described in this agreement, and in the job description of the particular unit member. District will make every attempt to schedule SSTs, IEPs, parent meetings, and principal requested meetings during the instructional day and, only when necessary, as soon after or before the regular instructional day as possible.
- 2. Unit members are expected to plan, prepare, and report for all assigned duties, within the provisions of this agreement.

b. Adjunct Duties

1. Participation

a. As part of their professional duties, all unit members will serve on a Column B adjunct duty and a Column C activity. (Appendix A-2) Teachers who are CTIP Mentees are exempt from this requirement.

- b. Committees will meet for up to 10 hours per school year, on a pre-scheduled day (i.e. first Wednesday of the month), or at another agreed upon time set not later than one month before the meeting.
- c. Committee facilitators will provide sign-in sheets. These sheets will be given to the Superintendent who will hold all parties accountable.
- d. For continuity, committees will keep a record of all discussion and decisions. Decisions will be published electronically.
- e. Administrative directives will be kept to agenda items, and other administrative participation is advisory, in that the full committee will vote on all decisions.

2. Responsibilities

- a. Each committee will have an administrator/teacher facilitation team. This team will create an agenda for the next meeting at the end of each meeting.
- b. Each committee will have an identified secretary, who will take and publish meeting notes, as well as turn them in to the Superintendent.

3. Communication

- a. Each committee will follow the "accordion model" described below:
 - i. Committee Agenda is set by Facilitation Team
 - ii. Agenda is shared with teachers at staff meetings
 - iii. Teachers share ideas, concerns, opinions, information with Committee Representatives
 - iv. Committee Representatives bring teachers' comments back to Committee
 - v. Committee debates and develops advisory position
 - vi. Committee Representatives bring votes back to Committee, Committee either finalizes decision (no major objections from school or grade) or (if there

- are such objections) revises decision to accommodate all reasonable objections
- vii. Decisions get reported to Superintendent who will advise BEA to post decisions to all teachers, create a paper announcement for all teachers, and keep a list either on paper or electronically that is accessible to all.
- b. Each committee will post their meeting notes within one week of the meeting to which they pertain. The secretary will send copies to all Committee members and the Superintendent.
- c. Committee Representatives will read the meeting notes at their next staff meeting.
- d. Committees will begin each meeting by reviewing and approving the meetings notes from the previous meeting.
- e. All problems with Committees shall be handled with the following procedure:
 - i. The concerned party will advise the school Committee Representatives
 - ii. If unsatisfied, the concerned party will advise the Committee Facilitators
 - iii. If unsatisfied, the concerned may attend a Committee to address the Committee

4. Forms and Documents

- a. Schools, Grade Levels, and Committees will use a standardized sign-up sheet and procedure for assigning membership to committees.
- b. All Committees will use a common template for Committee attendance, agenda, and meeting notes.

c. Early Release Days

- 1. Wednesdays will be on a minimum early-release day schedule. The collaboration time on site-based Wednesdays shall begin ten (10) minutes after students have been released for the day. Wednesdays will be scheduled as follows:
 - a. First, third, fourth, and fifth (if any) Wednesdays will have two (2) hours divided into 40 minute segments. 40 minutes

- for staff meeting, 40 minutes for PLC and 40 minutes for grade level collaboration as directed by teachers.
- b. On Second Wednesdays, unit members shall convene from 1:15-2:45 at a designated school site for District directed Professional Development.
- c. Once per Trimester the second Wednesday from 1:15-2:45 will be used for district-wide grade level collaboration as directed by teachers.
- d. On district-wide grade level collaboration dates, teachers shall meet by grade level. Special Education, Reading teachers and other specialists shall meet as groups. The agenda and topics for these dates shall be determined by individual grade level/specialist groups. Each group shall designate a note taker who will be responsible for submitting copies of the meeting agenda, meeting notes, and sign-in sheet to the district office.
- e. The determination of which dates are for district-wide grade level collaboration and which are for district-wide professional development shall be determined by the Steering Committee.
- 2. The first forty (40) minutes of collaboration time shall be reserved for committee reporting and for site directed collaboration. The time reserved for committee reporting is limited to 20 minutes per week. This time is for committee representatives whose committee met the previous week to update staff as to work of their committee as well as to receive input from staff to take back to their committee. The use of site directed time shall be at the discretion of principals. This time is intended for teachers to work collaboratively on site-based projects, initiatives, or trainings. A monthly staff meeting shall be incorporated into this time. This time is not for individual planning.
- 3. The second forty (40) minutes of collaboration time shall be reserved for site-based Professional Learning Committee (PLC) meetings. This time is intended for teachers to work collaboratively to study the results of student performance data and use this data to collaboratively plan instruction based on the identified needs of students.
- 4. The third forty (40) minutes of collaboration time shall be reserved for teacher directed collaboration. The use of teacher directed time is at the discretion of teachers. This time is reserved to collaborate within grade levels, across grade level

teams, or any other formation of groups of teachers on site or across the district as deemed by teachers. This time is not for individual planning.

5. As an option to the second and third forty (40) minutes of collaboration described above, a grade level team may choose to have a double PLC block one week followed by a double grade level collaboration block the following week with prior notification to their site administrators. Grade level teams may choose to meet in their PLC or collaborate with like grade level teams within the district.

d. Other Early Release Days

One early release day will be scheduled on Back-to-School Night, Open House and the last day of school. These days are for the purpose of classroom preparation.

3. PLANNING TIME

- a. During instructional time, one (1) hour and thirty (30) minutes of discretionary preparation time per week will be provided for all unit members.
- b. During instructional time, thirty (30) minutes of discretionary preparation time per week will be provided for all unit members without a student roster.
- c. An instructional week is defined as containing a minimum of three (3) instructional days. Any teacher that misses their assigned preparation time shall have the preparation time made up within two school weeks.
 - i. The first and last week of the school year will be excluded from the requirement for preparation time to be made up.
- d. When required, professional development training of three hours or more (considered a half day) occurs during the regular school day, unit members shall be provided one (1) hour of compensatory time to write lesson plans and prepare for substitute teachers.

4. EXTRA DUTIES AND STIPENDS

Extra duties paid a stipend are listed in Appendix A-1. Only activities with prior authorization will be compensated.

B. <u>DUTIES OF UNIT MEMBERS</u>

1. CONFERENCES

- a. As part of their professional duties, unit members may be required to be available as needed beyond the regular day to meet with students and parents.
- b. For formal parent/teacher conferences four (4) minimum days will be scheduled district wide. Unit members with self-contained classrooms will conduct a conference for each student. Non-classroom unit members will provide written reports if unable to attend conferences.
- c. Each conference day will include at least a forty (40) minute duty free lunch period and at least twenty (20) minutes of duty free recess time.
- d. Evening conferences will be scheduled on one of the four (4) conference days. Each school site will choose on evening and all unit members must schedule evening conferences on the night chosen by their site. On the day of the evening conferences, unit members may leave school after student dismissal until ten (10) minutes prior to their first evening conference.
- e. Unit members will accrue one-half (1/2) day of compensatory time for mandatory attendance during the scheduled evening Parent teacher Conference times

2. PARENT NIGHTS

Unit members will be expected to participate in a sixty (60) minute evening Back-to-School Night in the fall and a sixty (60) minute evening Open House in the spring.

3. REPORT CARDS

The classroom teacher will prepare a District approved report card each trimester for each student assigned to their class for the majority of the report period. They will be distributed no later than ten (10) days after the end of the report period. When parent/teacher conferences are held at the end of the first report period, the report card will be given to the parent at the conference.

4. SUPERVISORY DUTIES

a. All unit members will be assigned supervisory duty on an equitable rotating basis not to exceed ten (10) minutes daily.

- b. No more than seven (7) unit members at each school will be assigned one (1) supervisory duty each day. No unit member will be assigned before school duty.
- c. If a unit member is assigned an extra duty, they will be compensated fifteen (15) minutes for every ten (10) served. If a unit member volunteers and is approved for a duty they will be compensated on a minute for minute basis.
- d. Rainy days are declared by the school site administrator or their designee.
- e. On rainy days unit members will provide and be compensated for supervision of their students during their recess and their scheduled lunch period if the time exceeds five (5) minutes and is assigned by their site administrator. Compensatory time will be provided on a minute-for-minute basis.

C. MISCELLANEOUS

1. PROFESSIONAL CONFERENCES, SEMINARS, AND WORKSHOP OPPORTUNITIES

- a. The site administrators will offer teachers conferences, seminars, and workshop opportunities equitably among all staff members.
- b. All requests to attend conferences, seminars, and workshops shall be submitted to the site administrator and superintendent for pre-approval.
- c. To the extent possible, with funding available, and within the course content guidelines of the seminar/workshop programs, participation of unit members will be rotated in an equitable manner.
- d. Unit members submitting grant applications that require release time from instructional duties shall get approval prior to submitting the application.

2. USE OF CLASSROOMS

- a. Classrooms assigned for summer school or extra-curricular activities will be monitored for appropriate use, and groups will be denied facility use for inappropriate behavior.
- b. Unit members, whose classroom materials are stolen, damaged, or destroyed by summer school or extra-curricular groups using their rooms, will be allowed to replace those materials at District expense.

ARTICLE 8 CLASS SIZE

A. <u>REGULAR CLASSES</u>

- 1. Class Sizes, starting in the 2024-2025 school year, will be as follows:
 - 1. TK plus: not to exceed 18 students
 - 2. TK: not to exceed 20 (*overage payments begin with enrollment of 19th student)
 - 3. Grades K-3: 22 students; not to exceed 24 (*overage payments begin with enrollment of 23rd student)
 - 4. Grades 4-6: 28 students; not to exceed 30 (*overage payments begin with enrollment of 29th student)
 - 5. P.E. not to exceed 35 students

B. COMBINATION CLASSES

- 1. Combination grade level classes shall be kept at a minimum. Teachers of combination grade classes shall be chosen on a voluntary basis. If there are insufficient volunteers, a rotation schedule shall be implemented. This schedule shall be initialized by seniority. Teachers who are involuntarily transferred shall not be assigned to a combination class.
- 2. Every effort shall be made to keep enrollment in combination classes at or below enrollment in other similar grades. Enrollment for K-third grade combination classes will be limited to twenty-two (22) students. Any TK-K combination class shall be limited to 20 students or less and maintain required adult-to-student ratios. Enrollment for fourth-sixth grade combination classes will be limited to twenty-eight (28) students.
- 3. Combination class teachers will be given first priority for scheduling of computer, library, and PE time as well as scheduling of support staff. If more than one combination class is present at a given school, the principal and affected teachers shall meet to resolve order of selection. Combination class teachers shall be provided an additional hour of prep time per week.
- 4. Unit members will receive three hundred dollars (\$300.00) for materials each year for teaching a combination class. Audit receipts will be provided to the District to substantiate purchases.
- 5. Special education students will not, if possible, be placed in combination classes.

C. <u>SPECIAL DAY CLASSES</u>

1. The special day class size will be twelve (12) students not to exceed fifteen

(15) (*overage payments begin with enrollment of 13th student). SDC students will be on the class roster of the SDC class.

D. RSP CLASSES

1. The RSP caseload will be twenty-eight (28) students. The RSP caseload may only exceed twenty-eight (28) students once the District meets with the RSP teacher and the BEA President or designee and agrees to file a caseload waiver.

E. RESOLUTION OF CLASS SIZE IMBALANCES IN REGULAR SELF-CONTAINED CLASSES

- 1. Within a given school, there shall not be more than a 3 (three) student differential between any two self-contained classrooms at the same grade level.
- 2. Between District school sites, class sizes shall be balanced within a four (4) student differential between any two self-contained classrooms at the same grade level that exceed the established District cap. The District shall balance class sizes at grade levels between all District school sites, with the exception of Dual Immersion school sites. In the event an imbalance occurs, new students shall be enrolled in the schools that have lower class sizes.
- 3. Each site administrator will attempt to address overflow students by creating a multi-grade class with a substitute, as soon as possible, after the enrollment indicates the need to form such a class.

F. OVERAGE PAYMENTS

- 1. When a regular self-contained class size exceeds the class size limits in Section A for grades TK-6 unit members will be paid \$10.00 per student per day for each student enrolled over the class size limit.
- 2. When an SDC student attends a regular self-contained general education class for more than 60 minutes exclusive of lunch per day and the regular self-contained class size limit is exceeded due to their attendance, the \$10.00 per day overage shall apply.
- 3. Teachers of special day classes will be compensated at the rate of \$10.00 per day for each student over by enrollment.
- 4. Teachers of RSP classes will be compensated at the rate of \$10.00 per day for each student over twenty-eight (28).

ARTICLE 9 SHARED TEACHING PROGRAM

A. DEFINITION

For each shared job, job sharing shall generally refer to an existing certificated employee and another certificated teacher sharing a full-time position(s) for a specified period of time and taking an unpaid leave for that portion of their regular position that each is not working while job sharing. Participants in the Reduced Work Load (Education Code Sections 44922 and 22713) shall be subject to the provisions herein and the statutory requirements of the Reduced Workload program. Any conflicts between the language herein and the statutory provisions, the statutory provisions shall prevail.

B. ELIGIBILITY

- 1. One teacher must be a permanent employee with a minimum of two complete school years of district service.
- 2. Existing certificated employees must have a current satisfactory evaluation.
- 3. The number of shared positions shall be limited to three (3) shared positions per school (excluding "Willie Brown"). If more job share proposals are presented in a given year for one site than available positions, then seniority shall be the deciding factor for approval of these positions.
- 4. The maximum number of years a unit member may participate in the Shared Teaching Program shall be seven (7) cumulative academic years. Unit members may request an extension of this limit by submitting a written request. In order to be considered for approval, reasons for extending the limit must be for emergency situations such as the birth/adoption of a child, major health issue for a family member or parent, or any such related life changing situation.

C. PROCEDURES

- 1. The site administrator shall meet with the employees to review their proposal by January 15 and changes may be made to the plan prior to being submitted to the Superintendent.
- 2. The job sharing partners desiring to job share during the succeeding school year must file a written request with the Superintendent by February 1 of the school year prior to the school year the job sharing proposal will become effective.
- 3. Employees requesting to participate in the Shared Teaching Program shall submit a district application. The application shall include, at a minimum, the following components:

- a. Names of the employees who are proposing to job share
- b. The reasons for the job share proposal
- c. Plans on how the following responsibilities will be shared:
 - i. Instruction and lesson planning
 - ii. Maintenance of student records
 - iii. Developing report cards
 - iv. Conducting parent conferences
 - v. Attendance at site and district collaboration meetings
 - vi. Attendance at faculty meetings
 - vii. Attendance at district-wide professional development events
 - viii. Attendance on designated teacher work days
 - ix. Discipline/classroom management plan
- d. How communication between the partners will be handled
- e. The benefits to the students
- f. The benefits to the district
- g. The benefits to the job share partners

Parents will be notified by the job sharing team of their option to request the presence of both unit members at a parent conference. Both job share partners shall attend Back to School Night and Open House.

- 4. Temporary employees may be hired to fulfill a request to job share if a unit member has been unsuccessful in finding a job share partner from among current district unit members. Final approval of a job share request shall be contingent on the district's ability to hire a teaching partner.
- 5. Approval of job share requests shall be determined by an assessment of the proposal which meets the needs of the students and the school involved as well as those of the employees. Approval of a job share request shall also be determined by the District's ability to obtain a suitable replacement for the opening created by the job share should it be necessary to fill said vacancy.

- 6. The Superintendent shall notify the employee(s) of their recommendation regarding the proposal by March 1. If the request is denied by the Superintendent, they shall provide the reasons, in writing, to the applicant(s) at the time of notification.
- 7. The applicant(s) will have until March 15 to resolve the Superintendent's concerns. If the concerns are resolved the proposal will be taken to the Board at its next regularly scheduled Board meeting.
- 8. A job share arrangement may be renewed by submitting a new application as outlined above.
- 9. Each job sharing unit member is responsible for notifying the District when a substitute is needed. The teaching team partner is entitled to first call for substitute service. If a job share partner is expected to be absent for not more than ten work days the job share partner may replace the unit member who is absent, and shall be entitled to take an equal number of days off in the same school year. The unit member who is absent shall, later in the same school year, reciprocate by taking the place of their partner for an equal number of days. All arrangements for the absence exchange shall be reported to the Supervisor.
- 10. At the conclusion of the job share, the teachers will return to the school they were assigned prior to the job share unless otherwise reassigned, transferred, or laid off in accordance with the contract.

D. JOB SHARING CONFIGURATIONS

1. The majority partner shall work on the shortened collaboration days.

E. SALARY AND BENEFITS

- 1. Job shares will be given a pro-rated portion of their salary, health and welfare benefit allowance, including the appropriate monthly disability premium, retirement, and sick leave benefits commensurate with their full-time salary. Employees may also participate in health benefits beyond their pro-rated share at their own expense.
- 2. When a job share teacher accumulates at least 75% of a contractual year they will be granted a step increase, if applicable, on the salary schedule.
- 3. The program is effective for job shares entered into or after July 1, 1996.

ARTICLE 10 SPECIAL EDUCATION AND FULL INCLUSION

A. <u>SPECIAL EDUCATION</u>

The purpose of this article is to provide clear expectations and support for general education teachers to meet the needs of students in special education as well as in a full inclusion classroom. Under state and federal law, the District is required to provide each student with special needs with an Individualized Educational Program (IEP) that will meet their individual needs and, at the same time, provide as much participation in the general education classroom program as possible.

- 1. Staff development programs of general and special education teachers will be designed with the consultation of staff.
- 2. General Education teachers who provide services to students with IEPs may receive at least one day of training each year relating to the needs of those students. This may include at least one-half (1/2) day of release time.
- 3. General Education teachers may refer students for assessment using the Student Study Team (SST) process.
- 4. General Education teachers will, upon receipt of an IEP, review the IEP of students assigned to their classroom.
- 5. General Education teachers shall consult with Special Education staff (i.e. School Psychologist, Speech and Language Pathologist, etc.) to discuss strategies and supports to best serve students new to the classroom.
- 6. Student ratios for special education teachers will not exceed legislative determinations.
- 7. One (1) instructional assistant will be provided for each resource specialist teacher with at least 75% of a full caseload and each special day class teacher will have an instructional assistant.

B. <u>FULL INCLUSION PROGRAM</u>

For purposes of this Article a full inclusion student is defined as a student with a significant cognitive disability who could otherwise be enrolled in a special day class but instead is enrolled in an age appropriate general education class.

1. A full inclusion planning team, which may consist of the classroom teacher, case manager, speech and language pathologist, school psychologist, school nurse, and other related service providers indicated in the student's IEP, shall be organized and meet per a student's IEP at each site identified with full

inclusion students.

- 2. Four (4) days per school year shall be allocated to unit members who are teachers of identified full inclusion students to provide planning time with related service providers.
- 3. Unit members serving students placed in full inclusion shall, upon the request of the teacher or the recommendation of a site or district administrator, be provided specialized training necessary to meet the unique needs of the identified student(s). Unit members shall be compensated at the daily flat rate of \$50 per hour for any training provided outside of the unit member's instructional day.
- 4. A full inclusion instructional assistant shall be provided for unit members with identified full inclusion students according to the IEP.
 - a. Full inclusion instructional assistants shall be trained according to the needs of the full inclusion student.
 - b. A substitute instructional assistant shall be provided when the full inclusion instructional assistant is absent, whenever possible.
 - c. A full inclusion instructional assistant shall not be pulled from their assignment for substitute positions.
 - d. Two (2) instructional assistants will be trained at each site for substitute assignments.
- 5. According to Appendix A-1, an annual stipend will be provided for teachers assigned a full inclusion student to their general education classroom roster.
- 6. Any unit member who will be serving students placed in full inclusion will receive notification at the earliest opportunity.
- 7. Unit members whose number of annual duty days is extended in order to implement a full inclusion program shall receive compensatory time.
- 8. Unit members shall provide medical or custodial care to a student placed in full inclusion similar to medical or custodial care to any student in the general education setting.

ARTICLE 11 TRANSFERS AND REASSIGNMENTS

For the purpose of this article, the following definitions shall apply:

- An *assignment* is a grade and classroom currently held by a teacher.
- A *position* is the place the teacher is entitled to keep or return to the following year, or on an ongoing basis.
- A *reassignment* is a change in the assignment from one position or grade level to another at the same site.
- A transfer is a change from one school site to another within the District.
- A *vacancy* is an existing position that becomes open or a new position.

The District shall provide one (1) day of release time for each unit member who transfers or is reassigned to a new grade level or a new room after school has begun. The purpose of the release day is for preparation.

A. VOLUNTARY TRANSFER OR REASSIGNMENT (TEACHER INITIATED)

- 1. Notification of all vacancies and new positions shall be emailed to each unit member.
- 2. In all cases, except those of urgency, notification will be made no less than ten (10) days before the closing date for submitting a request for transfer to the vacancy or new position.
- 3. Unit members requesting consideration for transfer/reassignment shall express their request on the notification and submit it by the closing date indicated on the notification and no assignment to fill the vacancy or new position shall be made until after the closing date.
- 4. Teachers from within the District shall get first consideration for any vacancy or new position.
- 5. Vacancies and new positions shall be filled by the most senior unit member to apply by the closing date when that unit member has a successful prior evaluation and will not be denied for reasons which are arbitrary, discriminatory, and/or capricious.
- 6. No vacancy shall be filled by means of an involuntary transfer/reassignment or new employee if a volunteer is available to fill the vacancy.
- 7. When a vacancy occurs or a new position opens after school begins, the unit

member granted that position may have to wait until the following school year to begin the new assignment. Any involuntarily transferred or new unit member required to teach that class for the remainder of the school year, will be assigned for the following school year, whatever position requested that is available after all senior staff have been assigned.

- 8. Transfers/Reassignments shall not be denied without good and sufficient cause.
- 9. Any unit member denied a transfer/reassignment may request and will be granted a conference with the administration to discuss the issue and will receive the reasons for denial in writing upon request.
- 10. On occasion, vacancies become open due an enrollment bubble at a certain grade at a given school. These vacancies shall be identified as "bubble positions" and shall be considered a limited term assignment. Any permanent unit member who voluntarily requests one of these limited term assignments shall not retain any rights to that or any other position, but shall retain re-employment rights. Any bubble position that is posted shall clearly identify the position as a "limited term bubble position" and refer to this section of the agreement.

B. <u>INVOLUNTARY TRANSFER OR REASSIGNMENT (ADMINISTRATOR INITIATED)</u>

- 1. Involuntary transfers/reassignments shall be made only for the following reasons:
 - a. A decrease in the number of unit members needed due to enrollment;
 - b. Elimination of program(s) and/or funding;
 - c. Worksite closings;
 - d. Credential and/or certification to meet student and/or program need.
- 2. A unit member shall not be involuntarily transferred/reassigned as a disciplinary measure, nor shall an involuntary transfer/reassignment be done for reasons which are arbitrary, discriminatory, or capricious.
- 3. When an involuntary transfer/reassignment must occur due to the reasons listed in 11.B.1., the site administrator will meet with the impacted unit members and seek volunteers to be transferred/reassigned. If no volunteer exists, the administrator shall transfer a unit member after considering all of the following:
 - a. Seniority: (The teacher with the least seniority in the district who holds the credential required for the vacancy);
 - b. Rotation (A unit member who has been previously involuntarily transferred/reassigned shall be given preference to remain in their current

assignment over another unit member who has not been previously involuntarily transferred/reassigned).

- 4. The concept of seniority is to be considered to allow senior unit members to remain at their chosen grade level.
- 5. Notice of a proposed involuntary transfer/reassignment for the ensuing school year for reasons other than enrollment, shall be given to the unit member in writing by March 1. Included in the written notice shall be the reason(s) for the transfer. Notice of a proposed involuntary transfer/reassignment for the ensuing school year, for enrollment reasons, shall be given to the unit member in writing prior to the last day of the school year, if known, or as soon as possible.
- 6. A unit member who objects to an involuntary transfer/reassignment is entitled to a meeting with the site administrator to discuss the proposed transfer. The unit member shall have the right to representation at the meeting. A good faith effort shall be made to find a satisfactory alternative solution to the proposed transfer.
- 7. A unit member to be involuntarily transferred/reassigned due to the reasons listed in 11.B.1. shall have the right to express their preference from the current list of projected vacancies or, if requested, be assigned a position no more than one (1) grade level up or down from the one presently taught if at all possible.
- 8. All unit members involuntarily transferred/reassigned shall be given one (1) day off for the purpose of visiting schools at which open positions exist within the district.

C. <u>NEWLY PROPOSED POSITIONS</u>

- 1. When a unit member proposes a new program or assignment and the proposal is approved by the District, if requested in writing, that unit member will be assigned the new position.
- 2. All district wide specialist position(s) vacancies or openings will be posted per the guidelines specified in A1, 2, or 3.
 - a. Selected applicants will be interviewed by an interview committee consisting of BEA representation and BUSD administration.
 - b. Teachers from within the District will be given preference for these positions unless an outside applicant is substantially more qualified.

D. NEW SCHOOL SITES

- 1. If a school is scheduled to open according to the regular school schedule:
 - a. All unit members will be given one day of compensatory time to prepare

their new classroom.

- b. All unit members will be given one compensatory day in order to meet with the principal and attend scheduled meetings and/or in-service sessions prior to the regular beginning of the year professional meeting.
- c. All unit members will be provided with an additional \$200 allowance for the purchase of classroom materials. Purchases must be made using a requisition form and must be approved by the principal.
- 2. If a school is scheduled to open during the regular school schedule:
 - a. All unit members will be released for one day from their classroom assignment to prepare their new classroom.
 - b. All unit members will be released for one day in order to meet with the principal and attend scheduled meetings and/or in-service session.
 - c. All unit members will be provided with an additional \$200 allowance for the purchase of classroom materials. Purchases musts be made using a requisition form and must be approved by the principal.

ARTICLE 12 EVALUATION PROCEDURES

The purpose of this article is to support and/or correct behavior and practice to ensure effective instruction and learning in the classroom.

For those permanent unit members, who have been employed at least ten years with the school district, are highly qualified as defined in 20 U.S.C. Sec. 7801 (ESEA), and whose previous evaluation rated the unit member as adequate, evaluation will be done every five years. Such unit members may be evaluated more often at the discretion of the evaluator, but not more than once every other year. Such unit members may request evaluation outside of the five-year cycle. All permanent unit members eligible to be evaluated within a school year will be notified by October 1st.

All unit members who have been employed between three and ten years will be evaluated every other year.

Probationary, temporary and intern unit members hired prior to October 31st will be evaluated each year while they are classified as probationary, temporary and intern.

Unit members who meet the criteria of a permanent unit member who have been employed at least ten years with the school district, are highly qualified as defined in 20 U.S.C. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as satisfactory may elect to choose the alternative evaluation sequence in lieu of the standard evaluation sequence.

Evaluation Process:

All evaluations will include at least one formal and two informal observations.

A. <u>STANDARD EVALUATION SEQUENCE</u>

- 1. A goal-setting conference between the evaluator and the unit member shall be held no later than October 31. At the conference, specific instructional and behavioral objectives will be mutually determined by the unit member and their evaluator. These objectives will be selected from the Framework for Teaching and Learning developed by the parties and attached as Appendix K.
- 2. There will be at least one formal observation which shall be arranged by the evaluator and the unit member at least two (2) working days in advance of the observations on a mutually agreed upon date.
- 3. For probationary, temporary and intern unit members hired prior to October 31st, a formal observation shall take place no later than December 15th. For permanent unit members, a formal observation shall take place no later than February 15th. A post-observation conference shall be held within five (5) working days following the formal observations.
 - a. If the unit member receives a "Needs Improvement" in one of their four overall ratings (Plan, Teach, Learn, Professional Practice) there will be a

second Formal Observation, which will take place by February 15th for Probationary, Temporary and Intern unit members and April 15th for Permanent unit members.

- b. Prior to this observation, the evaluator shall delineate a positive course of action to help the unit member to improve. The evaluator's action may include specific recommendations for improvement, direct assistance in implementing such recommendations, and reasonable release time as needed to visit other classrooms, attendance at workshop(s), and working with the support provider to improve in the areas of need.
- 4. Additional informal observations may be held at the discretion of the evaluator with appropriate conferences as needed any time during the year. The evaluator will provide feedback throughout the year to support the unit member's professional growth.
- 5. The final summative evaluation by the evaluator must be in the written form (Appendix K) and must be based on the review of all pertinent records and the formal classroom observation(s) and at least two informal observations. Each final summative evaluation will be supported by adequate and valid data.
- 6. A final evaluation conference shall be held at least thirty (30) calendar days prior to the last day of school in which the evaluator and the unit member shall review what is incorporated in the final summative evaluation. The unit member must sign the final summative evaluation.
- 7. The unit member may attach written comments to the final summative evaluation within ten (10) working days of the final evaluation conference. The unit member's written comments will be attached to the unit member's final evaluation and placed in the unit member's personnel file.
- 8. All evaluation reports shall be maintained in the unit member's personnel file.
- 9. Any permanent unit member who receives a "Needs Improvement" as their overall rating in any one of the four areas on their Final Summative Evaluation is required to participate in the Teacher Support and Guidance Program in the following school year.

B. ALTERNATIVE EVALUATION SEQUENCE

The evaluation process under the Alternative Evaluation Sequence shall follow the timeline below:

- 1. Unit members who meet criteria established above shall:
 - a. Meet with the evaluator to agree upon an action research project that addresses a need or a problem that increases the effectiveness of the unit member to promote continued improvement and learning opportunities for students, by October 31st.

- b. Meet with the evaluator for a mid-year review on or before February 15th to report initial results and adjust as necessary.
- c. Meet with the evaluator for a final evaluation conference at least thirty (30) calendar days prior to the last day of school. The unit member and the evaluator shall meet to review and discuss outcomes on student learning based upon the action research project.
- C. The evaluation forms shall be agreed upon by the District and BEA and shall be based on the requirements of law, including the California Standards for the Teaching Profession. These forms shall be used in all evaluations of unit members.
- D. No evaluation shall unduly interfere with the normal teaching/learning process.

ARTICLE 13 LEAVES OF ABSENCE

The purpose of this article is to ensure that all applicable laws and statutes regarding leave are met in the support of unit members' personal and family needs and minimal interruptions to district operations.

GENERAL PROVISIONS

- 1. The unit member shall submit their absence to the district approved attendance reporting system prior to the absence occurring. When an absence submittal occurs after the absence submittal timeframe, the unit member must contact their school site and inform their supervisor of their absence.
- 2. Unit members are responsible for tracking their leave balance through review of their pay stub, access to their Employee Portal, annual leave balance notice, and/or individual tracking process.

A. PAID LEAVES

1. ASSOCIATION BUSINESS LEAVE

Upon written request, one (1) day of Association business leave per semester shall be granted, without loss of pay or benefits, to the Association president for Association business.

2. BEREAVEMENT LEAVE

- a. Each unit member is entitled to five (5) days of bereavement leave, three (3) days of which are paid, or five (5) days of which are paid if out-of-state travel is required on account of the death of any member of their immediate family (as defined in Article 2).
- b. Upon written request of the unit member, the death of a person other than an immediate family member will be given serious consideration, by the Superintendent or designee, for bereavement leave.

3. CATASTROPHIC LEAVE

- a. The Catastrophic Leave Program permits unit members to donate sick leave days to another unit member when that unit member or a member of their immediate family suffers from a verifiable catastrophic illness or injury if prescribed conditions are met as described below.
- b. Every unit member with sufficient accumulated leave shall have the opportunity to participate in the annual open enrollment for the Catastrophic Leave Program. Annual Open Enrollment shall take

place yearly from September 1 to October 15.

- c. Newly hired unit members with sufficient accumulated leave shall have the opportunity to enroll within two weeks of their hire date. Newly hired unit members who do not have sufficient accrued sick leave may reduce their accumulated sick leave to not less than nine (9) days during their first two (2) years of employment so that they can join the program. BUSD will include notification of the open enrollment period in the "new hire packet."
- d. Program Members shall initially deposit two (2) leave days, and will be considered to be active and continuing participants in the program. Thereafter, a contribution of one (1) day shall be required of Members whenever, at the end of the school year, the bank contains less than one hundred (100) leave days. A unit member who has less than ten (10) days of sick leave shall be exempt from the required donation.

e. Definitions:

- i. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member or will incapacitate an immediate member of the unit member's family for an extended period of time.
- ii. The catastrophic illness or injury required the unit member to take time off from work for an extended period of time. Taking extended time off from work will create a financial hardship for the unit member because they have exhausted all of their fully-paid accrued sick leave and other paid time off, with the exception of extended (differential) sick leave. Accordingly, leave shall be used in the following order: (a) accrued fully paid sick leave, (b) catastrophic leave, and (c) extended/differential sick leave, if available.
- iii. Catastrophic leave may also be used for extended bereavement time on account of the death of a spouse, child or parent.
- iv. Immediate family is defined in Article 2.

f. Procedure:

i. The unit member who is or whose immediate family member is suffering from a catastrophic illness or injury will send their request for catastrophic leave to the BEA President who will convene the Catastrophic Leave Bank Committee (CLB Committee), which will be made up of the site representatives serving at each school site.

- ii. The Committee shall be responsible for administering the CLB in accordance with this Agreement and applicable state laws.
- iii. The Committee's duties are:
 - Receive leave requests
 - Verify validity of the requests
 - Approve or deny requests
 - Communicate the Committee's decisions to affected unit member(s) and the District office.
 - Solicit donations of sick leave from eligible unit members as needed.
- iv. The Committee shall designate one of its members as Chairperson. The Chairperson shall serve as the liaison to the District for reporting of donations and withdrawal of days from the CLB. The Committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials. Catastrophic Leave requests shall only be approved by a majority vote of the Committee.
- v. In order to ensure the viability of the program, if at any time the total number of days in the bank drops below sixty (60) days, BUSD will notify BEA. BEA will send a request for donations to unit members to rebuild the bank to a minimum level of one hundred (100) days.

g. Eligibility:

- i. Unit members who have exhausted all applicable paid leaves provided for in the collective bargaining agreement, except differential pay, may apply for Catastrophic Leave under this Article. Only those who donate may apply to the CLB.
- ii. The Committee may approve eligibility in renewable increments, not to exceed twenty (20) days; the maximum number of donated days that may be used by a member will not be more than sixty (60) per year. If donated days of sick leave are available from the CLB, the unit member may use them. If sufficient days are not available, the Committee may solicit donations of days from eligible unit members in accordance with this Agreement on the appropriate form.

iii. In the event of catastrophic leave is needed for a unit member who does not qualify because they do not have sufficient days to donate to the program, but who otherwise meet the criteria, a special call by BEA for contributions may go out to members to help fulfill the specific need.

4. COMPENSATORY LEAVE

- a. Compensatory leave days are days on which a unit member may be absent without explanation and without loss of pay or benefits.
 - i. A leave request shall be submitted to the unit member's supervisor prior to the use of the compensatory leave.
- b. A half (1/2) or full (1) compensatory-leave day may be used, without explanation and without loss of pay or benefits, immediately after it has been earned.
- c. Compensatory time must be used in increments of no less than a half (1/2) day.
 - i. Unit members who elect to use compensatory time will be expected to compensate the District at the rate of six (6) hours for each full (1) compensatory-leave day and three (3) hours for each half (1/2) compensatory-leave day of absence.
- d. Compensatory-leave days may be taken consecutively and/or in conjunction with any other days of leave.
- e. A unit member may elect to receive pay at the current substitute rate, in lieu of leave, for each half (1/2) or full (1) compensatory-leave day.
- f. Any full day of compensatory leave must be taken in the year in which it was earned, or it will be paid at the substitute rate. If a unit member has less than a full day (6 hours or less) at the end of the year, the compensatory time will be rolled over to the next year. Unit members may roll over no more than one full day (6 hours) to the next year. Compensatory balances in excess of a full day (6 hours) will be paid at the current substitute rate.

5. LEGAL LEAVE

A unit member will be granted, without loss of pay or benefits, a legal leave for jury duty, or appearance in court as a witness under subpoena in a District related matter, and will reimburse the District with any non-mileage fees paid by the court.

6. SICK-LEAVE

- a. On an annual basis, eleven (11) sick-leave days will be provided, without loss of pay or benefits, for all full-time unit members when the work calendar includes at least one work day in eleven (11) months. If the bargaining unit work year is contained within ten (10) months, only ten (10) sick-leave days will be provided.
- b. Unit members on Reduced Workload Program on a shared contract or who otherwise work less than full-time shall accumulate sick-leave days for all such service in the same proportion as their percentage of part-time employment is to full-time employment for the school year.
- c. The District will notify all new hires that sick-leave days from other districts can be transferred and received in accordance with Title 5 regulations.
- d. The District shall provide each unit member with an accounting of the number of sick- leave hours they have accumulated, including the current year credit on the first paystub of each school year.
- e. Unused sick leave shall accrue from school year to school year without limits.
- f. Any accumulated sick-leave days may be used, without loss of pay or benefits, by a unit member at their election for any of the following reason:
 - i. The illness, injury or disability of the unit member or an immediate family member of the unit member.
- g. The District reserves the right to require a unit member to provide a statement by his/her medical provider verifying the cause of absence.

7. PERSONAL NECESSITY LEAVE

- a. For purposed of personal necessity leave, a unit member may use up to seven (7) days of their allocated sick leave. The unit member shall not be required to disclose the reason for personal necessity leave.
 - i. A unit member shall not use personal necessity leave for engaging in other employment, or for concerted activities against the District.
 - ii. When possible, the unit member will inform their site administrator, in advance, that they will be using a personal necessity leave day.

B. <u>PARTIALLY-PAID LEAVES</u>

1. DIFFERENTIAL ASSOCIATION LEAVE.

- a. In the event that the Association desires to send representatives to local, state, or national conferences, or on other business pertinent to Association affairs, these representatives may be granted, without loss of pay or benefits, differential association leave, providing the Association reimburses the District for the cost of substitutes.
- b. In each school year, no more than sixteen (16) days of differential association leave may be taken. Written requests for such leaves shall be submitted to the Superintendent for approval in advance.

2. EXTENDED SICK-LEAVE

- a. Extended sick-leave is a leave, without the loss of benefits, of up to one hundred (100) days for illness, injury, accident, disability, etc. For each day of extended sick-leave, the unit member shall reimburse the district for the cost of the substitute but not the excess which may be needed to pay a substitute earning a higher salary than the unit member on leave.
- b. Upon exhaustion of all accumulated sick-leave day credit, a unit member who continues to be absent for illness, injury, accident, disability, etc., shall be granted extended sick leave.
- c. When a unit member is granted extended sick-leave, for disabilities caused or contributed to by pregnancy, miscarriage, child birth, and/or recovery therefrom the length of such disability shall be determined by the unit member and their physician.
- d. After the twelfth month of catastrophic leave, a period of one hundred days (100) of extended sick-leave eligibility begins. A unit member who has been granted a catastrophic leave shall be granted extended sick leave for any days of eligibility remaining upon exhaustion of donated sick-leave days.

3. PARENTAL BONDING LEAVE

- a. Unit members may choose to take up to twelve (12) workweeks of leave under the California Family Rights Act ("CFRA") and provisions of the Education Code for the birth of the unit member's child, or placement of a child with the unit member in connection with adoption or foster care of the child (referred to as parental-bonding leave).
- b. Sick Leave under 13.7 will be applied toward the twelve (12) workweeks of parental- bonding leave unless a unit member notifies the

District in advance, in writing that they do not wish to apply Sick Leave toward the baby-bonding leave.

- c. Extended Sick Leave under Article 13 will be applied toward the twelve (12) workweeks of parental-bonding leave after all Sick Leave is exhausted. A unit member may notify the District in advance, in writing that they do not wish to apply Extended Sick Leave toward parental-bonding leave. Extended Sick Leave will not be applied toward parental-bonding until all Sick Leave is exhausted.
- d. The twelve (12) workweeks of parental-bonding leave must be used within twelve (12) months of the child's birth or placement of the child for adoption/foster care.
- e. A unit member is entitled to one (1) twelve (12) workweek period of parental-bonding leave per fiscal year.
- f. A unit member must have worked for 12 months in a prior 12-month period to be eligible.

4. INDUSTRIAL ACCIDENT/WORKERS' COMPENSATION LEAVE

- a. Unit members will be entitled to industrial accident leave for personal injury which has qualified for workers' compensation under the provisions of the Workers' Compensation Insurance Act.
- b. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- c. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
 - i. When the District requires a unit member to be examined by a physician designated by the District, the cost of that medical examination will be paid by the District.
- d. For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage-loss benefit checks from the workers' compensation carrier which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

- e. If the unit member fails to endorse to the District any wage-loss disability indemnity check received on account of the industrial accident or illness provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.
- f. The unit member may be required to complete a Return to Work conference to determine if any accommodations are applicable upon the unit member's return.

C. <u>UNPAID LEAVE</u>

1. CHILD REARING LEAVE

Upon request, a unit member may be granted a child rearing leave for up to one (1) year. The length of the leave, including the date on which the leave is to begin and the date on which duties are to be resumed, shall be determined by the unit member and the Superintendent or designee.

2. FAMILY CARE LEAVE (aka Family and Medical Leave Act (FMLA))

- a. Family care leave will be granted without loss of benefits for circumstances similar in nature to the following:
 - i. The birth of a child of a unit member;
 - ii. Adoption of a child by a unit member,
 - iii. Placement of a child with a unit member,
 - iv. To care for a seriously ill immediate family member of a unit member who has a serious health condition defined as an illness, injury or condition that involves in-patient care or continuous treatment or supervision by a health care provider.
- b. Family care leave will be granted to a unit member with at least one (1) year of continuous service with the District. On returning from a long-term leave, the unit member will be reinstated to the school and grade from which they left, if possible.
- c. The length of the family care leave will be determined by the physician of the unit member and or of the immediate family member.

3. MILITARY LEAVE

a. A unit member who enters the military service of the United States or the State of California is entitled to a military leave. Such absence does not affect classification and does not constitute a break in service. However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent employee.

- b. Within six (6) months after an employee honorably leaves the service they are entitled to their former position and salary schedule placement.
- c. After one (1) year of service has been rendered in the District a unit member ordered into military service is entitled to one (1) month of unearned pay from the school district.
- d. Members of the National Guard are entitled to leave without regard to the length of their public service.

4. SHORT-TERM LEAVE

The District may grant short-term unpaid leaves upon the request of a member of the bargaining unit when they deem it important to be absent from school for special reasons, occasions, or opportunities (e.g. child's graduation, wedding, anniversary) other than those explicitly stated or implied in other sections of this Agreement without the loss of benefits.

5. LONG-TERM LEAVE

- a. Upon the request of the unit member the District will grant an unpaid leave for periods of up to one (1) year.
- b. A request to extend a year-long unpaid leave must be made by the March Board meeting date of the preceding year to which the unit member wishes to extend the unpaid leave. The Board may or may not grant the extension, in its discretion.
- c. On returning from a long-term leave, the unit member will be reinstated to the school and grade from which they left if possible.
- d. This long-term leave may not be used to obtain other employment.
- e. Unit members who have been approved for year-long unpaid leave must inform the District no later than March 1 of their intent to return in the following school year.

ARTICLE 14 COMPENSATION

The purpose of this article is to clearly define how and when unit members are compensated for their work.

A. SALARY

- 1. The District agrees to compensate unit members according to the current Salary Schedules attached as Appendix A.
- 2. Stipends to be paid to unit members are listed in Appendix A-1.
- 3. Unit members shall be compensated proportionately to the FTE they are assigned.
- 4. The District shall reimburse each classroom teacher, up to \$300.00 during each school year for the purchase of special or supplemental supplies upon receipt, a description of the items purchased, and a description of the purpose and use of the items.

Unit members shall submit reimbursement requests on the form attached hereto as Appendix L. Reimbursement requests shall only be submitted during the school year in which the expenditure is made. All reimbursement requests for the current year must be submitted prior to the last working day. The \$300.00 shall not be accumulated from school year to school year.

B. BENEFITS

1. The District provides the benefits contribution cap (as indicated in Appendix B) to members based proportionately to the FTE they are assigned.

C. COMPENSATORY TIME

- 1. Unit members will submit their compensatory time accumulation at the end of each trimester using the approved District procedure and form (Appendix G).
 - a. Compensatory time submitted by the 5th day of the month shall be posted to that same month's leave balance. Compensatory time submitted after the 5th day of the month shall be posted to the following month's leave balance.
- 2. Compensatory time accrues and up to six (6) hours annually can be rolled over to subsequent years. All compensatory time beyond six (6) hours must be used in the year it is earned or will be paid out at the end of the fiscal year at the current established substitute teacher rate.

3. Six (6) hours is equivalent to one compensatory day. Three (3) hours is equivalent to one-half (1/2) compensatory day.

D. UNIT APPROVAL FOR SALARY SCHEDULE ADVANCEMENT

The following procedure shall be followed for advancement on the salary schedule for units earned:

- 1. All earned credits must be pre-planned and submitted to the Superintendent or designee for approval on a Statement of Intent form prior to completing the work. Statement of Intent forms should be submitted at least two (2) weeks before the start of a course. A copy of the approved Statement of Intent will be returned to the applicant upon approval.
- 2. For the purpose of advancement on the salary schedule, the District shall approve additional postgraduate courses for course credit. Undergraduate units may be approved by the District as long as they relate directly to the instructional program.

Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3). Units may be offered by the district for attendance at district-sponsored after school or Saturday workshops. Classes taken on district time are not eligible for salary credit.

- 3. Credit will only be given toward the advancement on the salary schedule with submission of official transcripts following completion of the pre-approved units. Advancement on the salary schedule will be made at the start of the new school year following the completion of units. Official transcripts must be submitted by August 1 for advancement on the salary schedule for each school year.
- 4. The deadline for filing Statement of Intent forms for summer work is June 1st. Completion of units for summer work must be verified by August 1st by submission of unofficial transcripts or a written statement from the instructor indicating completion of the work. Official transcripts for summer work must be submitted by October 1st. Should a unit member fail to submit an official transcript by this date an adjustment to their payroll will be made to reverse the advancement on the salary schedule.
- 5. Employees cannot obtain credit for the same course twice unless approved by the Superintendent or Designee.

E. <u>STIPENDS</u>

1. Stipends shall be paid to unit members who qualify as provided in Appendix A-1.

2. Unit members serving in stipend positions shall be paid for performance of those duties in accordance with Appendix A-1. The District has discretion whether to fill each stipend position based on District needs and may not fill each position each year.

ARTICLE 15 EARLY RETIREMENT INCENTIVE PROGRAM

The purpose of this article is to define the criteria and process for unit members to apply for the Early Retirement Incentive Program.

A. ELIGIBILITY:

The Early Retirement Incentive Program is open to all unit members who:

- 1. Have thirteen (13) or more years of service in the Bellevue Union School District, and
- 2. Are between the ages of 55 and 64 on or before the effective date of their retirement; and
- 3. Qualify for and take a service retirement with STRS/PERS.

B. <u>AVAILABILITY:</u>

The Early Retirement Incentive Program is available to three (3) eligible unit members each school year.

C. PROCEDURE

- 1. On or before the last day before winter break the District shall notify all unit members of the process and timeline for the Early Retirement Incentive Program. If more than three (3) unit members apply for the Early Retirement Incentive Program, applicants will be determined by seniority.
- 2. Unit members must submit an irrevocable letter of retirement to the District on or before February 1 of the year in which they are retiring. If the member is not granted early retirement for any reason, the letter of retirement will be null and void and will not be accepted by the Governing Board.
- 3. The letter must include which of the two (2) options listed below they are selecting.
- 4. The unit member's retirement will be placed on the Board Personnel Transaction Report immediately following the date of submission.
- 5. The unit member's retirement must be effective no later than the last scheduled workday for their assignment for the year in which they submitted their letter of resignation.

D. <u>OPTIONS</u>

There are two (2) retirement options offered under the Early Retirement Incentive Program. Eligible unit members may choose one or a combination of these two (2) options up to the maximum District contribution proportionately to the FTE they are assigned.

The total compensation that is available under this program is based on the age of the participant at time of entry into the program (i.e. effective date of retirement) as follows:

RETIREMENTAGE	TOTALPROGRAM
Between 55 Years and 55 Years + 11 Months	\$60,000
Between 56 Years and 56 Years + 11 Months	\$55,000
Between 57 Years and 57 Years + 11 Months	\$50,000
Between 58 Years and 58 Years + 11 Months	\$45,000
Between 59 Years and 59 Years + 11 Months	\$40,000
Between 60 Years and 60 Years + 11 Months	\$35,000
Between 61 Years and 64 Years + 11 Months	\$30,000

1. OPTION 1: LUMP SUM PAYMENT

Eligible employees may elect to receive a lump sum payment OR the health insurance coverage described below.

2. OPTION 2: HEALTH INSURANCE COVERAGE

The unit member who is granted the early retirement incentive may elect to continue in the District's group health insurance coverage for the unit member and their dependents until the unit member reaches age 65, up to the full amount of the lump sum payment. In order to participate in this option the unit member must pay the full cost of the health insurance cost each month by submitting payment to the District by the 30th of each month. If the unit member fails to make the required payment, the health insurance will be terminated due to lack of payment.

3. PART-TIME PHASED IN RETIREMENT/REDUCED WORKLOAD

- a. Until the end of the 2014/2015 school, the District will offer a reduced workload program under Education Code sections 22713 and 44922 as described in this section. After the 2014/2015 school year, this section will sunset and no reduced workload program will be offered. However, unit members currently participating in the program will be allowed to continue in the program until they resign or retire from the District or decide to return to full time employment.
- b. Notwithstanding the two (2) options described above, upon request, the District will allow a unit member to reduce their workload from full-time to part-time duties, subject to the following conditions which reflect the requirements of the Education Code.
- c. The unit member must have reached age 55.
- d. The unit member must have been employed in the District for at least ten (10) years, the immediate preceding five (5) years as full-time. A leave of absence is not a break in service.
- e. The unit member shall be paid a salary which is the pro-rata share of the salary the unit member would be earning had the unit member not elected to exercise the option of part- time employment but shall retain all other rights and benefits that would be required if remaining in full-time employment (STRS). The unit member shall receive health benefits as provided by the terms of this Agreement in the same manner as a full-time employee.
- f. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position.
- g. The District shall pay the employer's STRS contribution equivalent to the amount that would have been paid had the unit member remained in a full time status.
- h. Those unit members wanting to participate in this program must apply in the year preceding participation no later than March 1. The maximum period of participation is ten (10) school years.
- i. With the mutual consent of the employer and the unit member, participation in this program may be terminated and the unit member may return to regular service if the unit member is eligible or they may exercise one (1) of the two (2) retirement options above.

ARTICLE 16 SAFETY CONDITIONS OF EMPLOYMENT

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. The district shall comply with the provisions of the California Occupational Safety and Health Act, as amended, (California Labor Code, Section 6300 *et seq.*) and regulations relating thereto (8 Cal. Admin. Code Section 330 *et seq.*)
- C. The Superintendent shall be responsible for the promulgation of safety rules for all certificated employees.

ARTICLE 17 MISCELLANEOUS

A. NEW UNIT MEMBER SELECTION PROCEDURE

Every unit member hired by the District shall participate in the hiring process as identified by the Board of Trustees. Each selection committee that recommends a candidate shall include representation from BEA, who shall be paid the hourly flat rate of \$50.00 for any time outside of the unit member's regular work day and year.

B. <u>SUMMER SCHOOL</u>

- 1. The District shall, in its sole discretion, determine on an annual basis whether or not a summer school session shall be held and, if so, at which site(s) it will held.
- 2. Unit members shall be advised on all summer school positions which are available, no later than April 1.
- 3. Unit members interested in summer school shall advise the Superintendent or designee in writing by April 15 of their availability for assignment to a particular summer school position or positions.
- 4. The District shall make assignments to summer school positions by May 1.
- 5. Summer school assignments shall be made based on assignments requested, credentials held, job related skills and competencies, length and nature of teaching experience, recommendation of the site principal, and benefits to the educational program resulting from the summer school assignment.
- 6. Once an assignment to a particular summer school position is made and accepted, the unit member shall complete that assignment.
- 7. The instructional day for summer school shall not exceed four hours.
- 8. The location for summer school shall be rotated among the school sites each year. A site may be skipped in the rotation when construction or other facility projects are scheduled during the summer.

C. PROGRAMS OUTSIDE THE INSTRUCTIONAL DAY/CALENDAR

1. If the District operates an instructional program outside of the instructional day/calendar any unit members selected by the District to provide service shall be compensated at the rate of \$50.00 per hour for each hour of instruction and preparation. The amount of preparation time shall be preapproved by the site administrator or designee.

2. Number 1 above does not apply if an outside agency provides services for any instructional program outside of the instructional day/calendar.

D. <u>MILEAGE</u>

Unit members attending conferences, workshops, and seminars shall be provided reimbursement at the I.R.S. approved rate. Form in Appendix H.

ARTICLE 18 NO STRIKE, NO LOCKOUT

- A. The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employees in the unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement will not authorize or permit any lockout of Association members or other persons covered by this Agreement.
- B. It is expressly agreed and understood by and between the parties that the provisions of this Article do not apply to those matters which are subject to re-open in the subsequent year(s).

ARTICLE 19 TEACHER SUPPORT AND GUIDANCE PROGRAM

The Bellevue Educators Association and the Bellevue Union School District recognize the link between teacher effectiveness and student learning and desires to provide structured, individualized support and guidance to teachers as necessary to enhance their performance and support teacher retention.

A. PARTICIPATION

- 1. Any permanent teacher who receives a "needs improvement" in any one of the four overall ratings (Plan, Teach, Learn, and Professional Practice) on their formal annual evaluation summary is required to participate in the Teacher Support and Guidance Program.
- 2. Teachers may request to participate in the Teacher Support and Guidance Program.

B. <u>PROGRAM RESPONSIBILITIES</u>

- 1. The Superintendent or designee shall coordinate individualized teacher support and guidance activities pursuant to Board Policy 4131.1, district staff development programs, staff evaluation process and this contractual language.
- 2. The Superintendent or designee shall ensure the timely assignment of a qualified support provider to participating teacher. The Superintendent or designee shall also ensure that each support provider receives appropriate training to serve in a support capacity and is provided adequate time and resources to assist other teachers.
- 3. The Superintendent or designee shall regularly evaluate the district's teacher support and guidance programs and shall report to the Board regarding program effectiveness in meeting district goals for teacher quality and retention. Evaluation reports may include, but are not limited to, data on program enrollment and completion, subsequent retention rates of participating teachers, and interviews or surveys of program participants.

C. PROCESS

- 1. The overall rating in each of the four sections of the Final Summative Evaluation (Plan, Teach, Learn, and Professional Practice) shall be determined by an average of the scores of each of the sub-categories.
- 2. When a teacher enters the Support and Guidance Program due to a "needs improvement" in any one of their four overall ratings (Plan, Teach, Learn, Professional Practice) on their evaluation, or when a teacher requests to participate in the Teacher Support and Guidance Program, written performance goals shall be

established that are clearly stated and aligned with student learning and teacher evaluation criteria.

- 3. The support provider shall conduct multiple observations of the teacher during periods of classroom instruction and provide consultation and guidance. In addition, the teacher shall participate in sufficient professional development activities to assist them to improve teaching skills and knowledge. The support provider shall maintain a written record of the teacher's activities and performance and shall regularly communicate with the principal and the Support and Guidance Review Panel regarding the teacher's progress.
- 4. The support provider shall submit summary report to the Superintendent or designee and the Support and Guidance Review Panel.
- 5. The participating teacher shall have the right to reply to all written reports, as well as the summation of their participation, said reply shall be appended to the summary report. The participating teacher may also request one meeting with the Support and Guidance Review Panel after they are in receipt of their final report. This request must be made within ten (10) of receipt of the final report.

D. SUPPORT PROVIDERS

Any employee designated by the Superintendent or designee as a support provider shall, at a minimum, meet the following qualifications:

- 1. Possess a clear credential.
- 2. Have at least five (5) years of full-time teaching experience.
- 3. Have demonstrated effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students.

The District shall defend and hold harmless members of the Support and Guidance Review Panel and support providers from any lawsuit or claim arising out of the performance of their duties to the same and in the same as other district employees.

E. SUPPORT AND GUIDANCE REVIEW PANEL

1. The Superintendent or designee shall establish the joint teacher-administrator Support and Guidance Review Panel. The panel will be composed of teachers and administrators. The panel shall review reports prepared by the support provider and the summary report and make recommendations to the Superintendent or designee as to whether the participating teacher should be exited from the program due to satisfactory improvement, remain in the program because they would possibly benefit from additional support from the program, or be recommended for dismissal.

2. The Superintendent or designee shall design a written application for permanent teachers who want to participate on the Support and Guidance Review Panel.

3. Composition of Panel

- a. Five (5) members, of whom three (3) will be qualified BUSD teachers cleared through the application process, and two (2) district administrators.
- 4. The Support and Guidance Review Panel Member will receive an annual stipend of \$750.

ARTICLE 20 PROGRESSIVE DISCIPLINE

A. STANDARDS

- 1. No unit member shall be disciplined without just cause, due process and utilization of the principles of progressive discipline except where the nature of the offense or the possible consequences of repetition reasonably requires immediate action by the District. The provisions set forth below shall not preclude the District from suspending a unit member with or without pay if such provision exists within the Education Code Section under which the unit member is charged.
- 2. When a unit member is to be disciplined, a written warning will be given to the unit member and the principal will keep a copy on file. A written warning will precede written reprimands, which will be placed in the personnel file, and to which the member may write a response. Written reprimands will precede suspension without pay for any singular offense, unless the nature of the offense warrants immediate action by the District. All documents will be provided to the unit member.
- 3. Suspension without pay under this procedure shall not exceed ten (10) days.
- 4. Both parties agree to make a good faith effort to keep confidential any and all information regarding actual or proposed disciplinary action.

B. SUSPENSION WITHOUT PAY

- 1. When a unit member is to be suspended without pay, written notice of the District's intent to suspend the employee shall be prepared by the Superintendent or their designee. Included in such notice shall be the specific facts upon which the disciplinary action is based and a statement of the cause(s). This notice shall contain a statement of the suspension proposed, including beginning and ending dates.
- 2. The written notice shall be served on the unit member either in person or sent by certified mail to the last known address of record of the unit member.
- 3. The District shall notify the Association concurrently with the unit member of any disciplinary action taken.
- 4. The written notice shall offer the unit member an opportunity to meet with the Superintendent or their designee to discuss the proposed suspension and the unit member's position on the proposed discipline. The unit member shall have the right to be represented by an Association representative at all stages of the procedure, including the meeting with the Superintendent or their designee.

- 5. Included in the written notice of suspension, the unit member shall be informed of their right to a hearing to appeal the suspension. The unit member shall have ten (10) days (from the date of personal service or postmark if the notice is certified mailed), in which to request, in writing, a hearing. Such request for a hearing must be received by the Superintendent or their designee within the ten (10) day period. A card shall be included in the notice of suspension, the signing and return of which by the unit member shall constitute a denial of the charges, and a request for a hearing.
- 6. If the unit member does not file a request for a hearing on a timely basis, the disciplinary action recommended by the Superintendent shall be final and shall be implemented at the direction of the Superintendent.

C. HEARING TO APPEAL SUSPENSION

- 1. Upon timely request for a hearing, the Superintendent shall schedule a hearing before the governing board.
- 2. Such hearing must be held within thirty (30) calendar days of the request for a hearing unless the parties agree otherwise.
- 3. The decision of the governing board shall be in writing and shall be final and binding on all parties.
- 4. All issues and defenses regarding the charges, the penalty, and procedures must be raised before the governing board at the hearing.
- 5. Both parties will be allowed an opening statement and closing arguments, the opportunity to introduce evidence and present witnesses, and the opportunity to examine and/or cross-examine such witnesses. Both parties may be represented by legal counsel or other designated representative.
- 6. Such a hearing shall be closed and not be open to the public.

ARTICLE 21 EFFECT OF AGREEMENT

- A. All conditions of employment and general teaching conditions within the scope of meeting and negotiating pursuant to Government Code Section 3540 et seq. in effect in the district prior to and at the time this Agreement is signed are null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or implied to provide teachers with professional or other advantages heretofore enjoyed unless expressly stated herein.
- B. The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.
- C. The parties agree therefore that the other shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the contemplation or knowledge of either or both of the parities at the time that they negotiated or signed this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed in the same manner as this Agreement.
- D. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause. The parties agree to meet following any such court decision to consider the impact upon the relationship between the parties and/or whether the subject-matter should be renegotiated.
- E. The Association agrees that it will neither take, nor threaten to take, any reprisals, directly or indirectly, against any management employee, or Board member, regarding any action on the part of such persons in the official exercise of their duties or the administration of this contract or any grievance filed hereunder, or any other lawful activity.
- F. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- G. There shall be two (2) signed copies of the final Agreement for record-keeping purposes; one (1) shall be retained by the District, one (1) by the Association.

The Board and the Association agree to share equally the costs of printing the Agreement.

H.

ARTICLE 22 DURATION AND REOPENERS

A. <u>DURATION:</u>

This Agreement shall remain in full force and effect from the date of ratification until June 30, 2026.

B. REOPENER:

This concludes bargaining for the 2023-2024 and 2024-2025 school years. For the 2025-2026 school year, the BEA and the Board will have the option to open Salary, Benefits, and two (2) additional articles of their individual choice.

C. <u>OTHER:</u>

The Bellevue School District Board of Trustees and the Bellevue Education Association agree that except where mutually noted by both parties this document reflects the entire Agreement. Where appropriate, the Appendices will be updated to reflect contractual agreement.

Upon completion of negotiations all ratified agreements will be incorporated into the existing contract and a printed contract will be provided to the BEA President, Executive Board and Site Reps. The contract will also be posted on the BUSD web site.

For BUSD:	
Michael Kellison	Date
District Superintendent	
For BEA:	
Shelby Ballard	Date
Co-President, Bellevue Education Association	n
TDD	
TBD	Date
Co-President, Bellevue Education Association	n

APPENDIX A SALARY SCHEDULE



Certificated Salary Schedule

Board Adopted: March 12, 2024 Effective: July 1, 2023

185 Work Days

Class:	1 (Bachelors)	2 (BA + 45 Units)	3 (BA + 60 Units)	4 (BA + 75 Units)	5 (Masters)
STEP					
1	\$64,026	\$67,047	\$70,063	\$73,215	\$74,629
2	\$66,210	\$69,353	\$72,369	\$75,413	\$76,826
3	\$68,644	\$71,670	\$74,680	\$77,676	\$79,089
4	\$70,949	\$74,354	\$76,989	\$80,007	\$81,420
5	\$73,267	\$76,352	\$79,299	\$82,407	\$83,820
6	\$75,572	\$78,585	\$81,600	\$84,879	\$86,292
7	\$77,872	\$80,891	\$83,904	\$86,789	\$88,203
8	\$80,179	\$83,190	\$86,218	\$89,240	\$90,654
9	\$82,481	\$85,504	\$88,527	\$91,536	\$92,950
10	\$84,794	\$87,805	\$90,826	\$93,847	\$95,258
11	n/a	\$90,112	\$93,126	\$96,155	\$97,567
12	n/a	\$92,418	\$95,447	\$98,465	\$99,877
13	n/a	n/a	\$97,744	\$100,759	\$102,172
14	n/a	n/a	\$100,051	\$103,070	\$104,484
15	n/a	n/a	\$102,355	\$105,371	\$106,785
16	n/a	n/a	\$104,664	\$107,682	\$109,096
17	n/a	n/a	\$106,978	\$109,985	\$111,398
18	n/a	n/a	\$109,278	\$112,292	\$113,704
19	n/a	n/a	\$113,888	\$116,909	\$118,322
20	n/a	n/a	\$116,075	\$119,217	\$120,628
21	n/a	n/a	\$120,662	\$122,962	\$124,373

Credit for previous experience outside of the Bellevue Union School District shall be granted on a year-for-year basis.

Official transcripts are required for placement on the salary schedule.

A \$2,500 annual stipend shall be granted to Teachers with BCLAD authorization.

A \$2,000 annual stipend shall be granted to Teachers who hold a National Board Certification.

A \$2,500 annual stipend shall be granted to Teachers with Special Education authorization who are assigned to a BUSD Special Day Class.

A \$1,500 annual stipend shall be granted to Teachers who hold a Doctoral Degree.

FISCAL YEAR	2019-20	2020-21	2021-22	2022-23	2023-24
% INCREASE TO					
SALARY SCHEDULE	4%	5%	4%	6.56%	9%
ANNUAL INCREASE TO					
DISTRICT HEALTH					
BENEFITS ALLOWANCE	N/A	\$2,788.80	\$2,000	\$1,000	\$2,500



Psychologist and Speech Pathologist Salary Schedule

Placement on this salary schedule will be determined by the Superintendent with the consideration of education, training/certification, years of relevant experience, and comparable rates of surrounding districts.

Board Adopted: March 12, 2024 Effective: July 1, 2023

195 Work Days

Class:	1 (Bachelors)	2 (BA + 45 Units)	3 (BA + 60 Units)	4 (BA + 75 Units)	5 (Masters)
STEP					
1	\$78,628	\$81,814	\$86,040	\$89,911	\$91,647
2	\$80,200	\$83,451	\$87,761	\$91,710	\$93,479
3	\$81,803	\$85,120	\$89,517	\$93,545	\$95,350
4	\$83,440	\$86,823	\$91,306	\$95,415	\$97,257
5	\$85,108	\$88,560	\$93,133	\$97,325	\$99,203
6	\$86,811	\$90,330	\$94,996	\$99,270	\$101,187
7	\$88,547	\$92,137	\$96,897	\$101,257	\$103,210
8	\$90,317	\$93,980	\$98,834	\$103,280	\$105,274
9	\$92,125	\$95,859	\$100,810	\$105,346	\$107,380
10	\$93,967	\$97,776	\$102,827	\$107,452	\$109,528
11	n/a	\$99,732	\$104,884	\$109,602	\$111,717
12	n/a	\$101,726	\$106,979	\$111,795	\$113,952
13	n/a	n/a	\$109,121	\$114,030	\$116,232
14	n/a	n/a	\$111,302	\$116,310	\$118,556
15	n/a	n/a	\$113,528	\$118,639	\$120,927
16	n/a	n/a	\$115,799	\$121,009	\$123,344
17	n/a	n/a	\$118,115	\$123,429	\$125,812
18	n/a	n/a	\$120,476	\$125,899	\$128,328
19	n/a	n/a	\$122,886	\$128,415	\$130,895
20	n/a	n/a	\$125,345	\$130,984	\$133,512

Credit for previous experience outside of the Bellevue Union School District shall be granted on a year-for-year basis.

Official transcripts are required for placement on the salary schedule.

FISCAL YEAR	2019-20	2020-21	2021-22	2022-23	2023-24
% INCREASE TO					
SALARY SCHEDULE	4%	5%	4%	6.56%	9%
ANNUAL INCREASE TO					
DISTRICT HEALTH					
BENEFITS ALLOWANCE	N/A	\$2,788.80	\$2,000	\$1,000	\$2,500



School Counselor Salary Schedule

Board Adopted: March 12, 2024
Effective: July 1, 2023 185 Working

Days

CLASS	1 (Masters)
STEP	
1	\$80,953
2	\$82,856
3	\$84,803
4	\$86,796
5	\$88,835
6	\$90,922
7	\$93,060
8	\$95,246
9	\$97,485
10	\$99,775
11	\$102,121
12	\$104,520
13	\$106,977
14	\$109,491
15	\$112,063
16	\$114,697
17	\$117,392
18	\$120,151
19	\$122,974
20	\$125,864
21	\$128,823

Credit for previous experience outside of the Bellevue Union School District shall be granted on a year-for-year basis. Official transcripts are required for placement on the salary schedule.

FISCAL YEAR	2019-20	2020-21	2021-22	2022-23	2023-24
% INCREASE TO SALARY SCHEDULE	4%	5%	4%	6.56%	9%
ANNUAL INCREASE TO DISTRICT HEALTH BENEFITS ALLOWANCE	N/A	\$2,788.80	\$2,000	\$1,000	\$2,500



Certificated Salary Schedule

Board Adopted: March 12, 2024 Effective: July 1, 2024

185 Work Days

Class:	1 (Bachelors)	2 (BA + 45 Units)	3 (BA + 60 Units)	4 (BA + 75 Units)	5 (Masters)
STEP					
1	\$65,947	\$69,058	\$72,165	\$75,411	\$76,868
2	\$68,196	\$71,434	\$74,540	\$77,675	\$79,131
3	\$70,703	\$73,820	\$76,920	\$80,006	\$81,462
4	\$73,077	\$76,585	\$79,299	\$82,407	\$83,863
5	\$75,465	\$78,643	\$81,678	\$84,879	\$86,335
6	\$77,839	\$80,943	\$84,048	\$87,425	\$88,881
7	\$80,208	\$83,318	\$86,421	\$89,393	\$90,849
8	\$85,584	\$85,686	\$88,805	\$91,917	\$93,374
9	\$84,955	\$88,069	\$91,183	\$94,282	\$95,739
10	\$87,338	\$90,439	\$93,551	\$96,662	\$98,116
11	n/a	\$92,815	\$95,920	\$99,040	\$100,494
12	n/a	\$95,191	\$98,310	\$101,419	\$102,873
13	n/a	n/a	\$100,676	\$103,782	\$105,237
14	n/a	n/a	\$103,053	\$106,162	\$107,619
15	n/a	n/a	\$105,426	\$108,532	\$109,989
16	n/a	n/a	\$107,804	\$110,912	\$112,369
17	n/a	n/a	\$110,187	\$113,285	\$114,740
18	n/a	n/a	\$112,556	\$115,661	\$117,115
19	n/a	n/a	\$117,305	\$120,416	\$121,872
20	n/a	n/a	\$119,557	\$122,794	\$124,247
21	n/a	n/a	\$124,282	\$126,651	\$128,104

Credit for previous experience outside of the Bellevue Union School District shall be granted on a year-for-year basis.

Official transcripts are required for placement on the salary schedule.

A \$2,500 annual stipend shall be granted to Teachers with BCLAD authorization.

A \$2,000 annual stipend shall be granted to Teachers who hold a National Board Certification.

A \$2,500 annual stipend shall be granted to Teachers with Special Education authorization who are assigned to a BUSD Special Day Class.

A \$1,500 annual stipend shall be granted to Teachers who hold a Doctoral Degree.

FISCAL YEAR	2020-21	2021-22	2022-23	2023-24	2024-25
% INCREASE TO					
SALARY SCHEDULE	5%	4%	6.56%	9%	3%
ANNUAL INCREASE TO					
DISTRICT HEALTH					
BENEFITS ALLOWANCE	\$2,788.80	\$2,000	\$1,000	\$2,500	N/A



Psychologist and Speech Pathologist Salary Schedule

Placement on this salary schedule will be determined by the Superintendent with the consideration of education, training/certification, years of relevant experience, and comparable rates of surrounding districts.

Board Adopted: March 12, 2024 Effective: July 1, 2024

195 Work Days

Class:	1 (Bachelors)	2 (BA + 45 Units)	3 (BA + 60 Units)	4 (BA + 75 Units)	5 (Masters)
STEP					
1	ć90 007	¢04.260	¢00 631	¢02.600	¢04.206
1	\$80,987	\$84,268	\$88,621	\$92,608	\$94,396
2	\$82,606	\$85,955	\$90,394	\$94,461	\$96,283
3	\$84,257	\$87,674	\$92,203	\$96,351	\$98,211
4	\$85,943	\$89,428	\$94,045	\$98,277	\$100,175
5	\$87,661	\$91,217	\$95,927	\$100,245	\$102,179
6	\$89,415	\$93,040	\$97,846	\$102,248	\$104,223
7	\$91,203	\$94,901	\$99,804	\$104,295	\$106,306
8	\$93,027	\$96,799	\$101,799	\$106,378	\$108,432
9	\$94,889	\$98,735	\$103,834	\$108,506	\$110,601
10	\$96,786	\$100,709	\$105,912	\$110,676	\$112,814
11	n/a	\$102,724	\$108,031	\$112,890	\$115,069
12	n/a	\$104,778	\$110,188	\$115,149	\$117,371
13	n/a	n/a	\$112,395	\$117,451	\$119,719
14	n/a	n/a	\$114,641	\$119,799	\$122,113
15	n/a	n/a	\$116,934	\$122,198	\$124,555
16	n/a	n/a	\$119,273	\$124,639	\$127,044
17	n/a	n/a	\$121,658	\$127,132	\$129,586
18	n/a	n/a	\$124,090	\$129,676	\$132,178
19	n/a	n/a	\$126,573	\$132,267	\$134,822
20	n/a	n/a	\$129,105	\$134,914	\$137,517
20	nya	n/a	\$129,105	\$134,914	\$137,517

Credit for previous experience outside of the Bellevue Union School District shall be granted on a year-for-year basis. Official transcripts are required for placement on the salary schedule.

FISCAL YEAR	2020-21	2021-22	2022-23	2023-24	2024-25
% INCREASE TO					
SALARY SCHEDULE	5%	4%	6.56%	9%	3%
ANNUAL INCREASE TO					
DISTRICT HEALTH					
BENEFITS ALLOWANCE	\$2,788.80	\$2,000	\$1,000	\$2,500	N/A



School Counselor Salary Schedule

Board Adopted: March 12, 2024

Effective: July 1, 2024 185

Working Days

CLASS	1 (Masters)
STEP	
1	\$83,382
2	\$85,342
3	\$87,347
4	\$89,400
5	\$91,500
6	\$93,650
7	\$95,852
8	\$98,103
9	\$100,410
10	\$102,768
11	\$105,185
12	\$107,656
13	\$110,186
14	\$112,776
15	\$115,425
16	\$118,138
17	\$120,914
18	\$123,756
19	\$126,663
20	\$129,640
21	\$132,688

Credit for previous experience outside of the Bellevue Union School District shall be granted on a year-for-year basis. Official transcripts are required for placement on the salary schedule.

FISCAL YEAR	2020-21	2021-22	2022-23	2023-24	2024-25
% INCREASE TO SALARY SCHEDULE	5%	4%	6.56%	9%	3%
ANNUAL INCREASE TO DISTRICT HEALTH BENEFITS ALLOWANCE	\$2,788.80	\$2,000	\$1,000	\$2,500	N/A

APPENDIX A-1 STIPENDS

A. STIPENDS

Annual Stipends: All stipends listed below shall be paid once annually at the May supplemental payroll.

- 1. A \$500 stipend shall be paid to the teacher of record with an enrolled Full Inclusion Student.
- 2. A \$2,500 stipend shall be paid to coach a league sports team. The stipend shall be divided by the coaches at their discretion.
- 3. A \$1,000 stipend shall be paid to run student council.
- 4. A \$1,000 stipend shall be paid to run the student store. The teacher(s) must do the shopping, depositing, and bookkeeping according to District procedures.
- 5. A \$1,000 stipend shall be paid to the teacher to keep the school Associated Student Body (ASB) accounts.
- 6. A \$1,000 stipend shall be paid to the teacher who puts together the school yearbook.
- 7. A \$2,000 stipend shall be paid to the Teacher-in-Charge.
- 8. A \$500 stipend per night shall be paid to teachers who go on Board approved overnight field trips.
- 9. A \$750 stipend shall be paid for Teacher Guidance and Support Panel members.
- 10. A \$1,000 stipend shall be paid for facilitating the Girls on the Run program per session. The stipend shall be divided by the coaches at their discretion.

Salary Schedule Stipends

Stipends for a BCLAD authorization, Doctoral Degree and for National Board Certification shall be divided evenly and paid over the course of the unit member's work year and are listed on the salary schedule.

APPENDIX A-2 ADJUNCT DUTIES

Each unit member shall annually select one (1) Monthly duty and one (1) Occasional duty.

	Column B – Monthly	Column C – Occasional	
District Required	Educational Services Committee	Steering*	
	Student Services Committee	GATE	
	DELAC	DAC	
Site Required	SSC (elected by peers)	Family/Community Events	
	ELAC		
	Site Leadership		
	PBIS		

^{*} The Steering Committee shall consist of the Superintendent and a member from each committee. The Steering Committee will set committee goals for the District each year, as well as monitor and evaluate the progress of these goals.

APPENDIX B DISTRICT RATE SHEET



2022/2023 District Rate Sheet For Bellevue Union School District

CERTIFICATED Active	Emn	Emp ·	Emp.	%
	Emp	Emp +	Emp +	
Health Three Tier Rates	Only	One	Family	Chg
Anthem PPO 1, Rx A	\$1,221.00	\$2,101.00	\$2,650.00	3.5%
Anthem PPO 3, Rx B	\$1,123.00	\$1,932.00	\$2,437.00	3.6%
Anthem PPO 5, Rx C	\$1,055.00	\$1,814.00	\$2,289.00	3.5%
Anthem PPO 7, Rx C	\$972.00	\$1,672.00	\$2,109.00	3.5%
Anthem PPO Bronze	\$559.00	\$961.00	\$1,213.00	3.5%
Anthem PPO HDHP 2	\$608.00	\$1,046.00	\$1,319.00	3.6%
Anthem PPO Wellness, Rx C	\$1,006.00	\$1,730.00	\$2,183.00	3.6%
Kaiser HMO 3	\$1,127.00	\$1,937.00	\$2,442.00	5.0%
Kaiser HMO 7 w/Chiro	\$1,070.16	\$1,842.31	\$2,324.84	5.0%
Kaiser HMO 8	\$927.00	\$1,592.00	\$2,008.00	5.0%
Kaiser HMO Bronze	\$632.00	\$1,084.00	\$1,368.00	5.1%
Kaiser HMO Wellness	\$900.00	\$1,547.00	\$1,951.00	5.0%
CERTIFICATED Active	Emp	Emp +	Emp+	%
Dental Three Tier Rates	Only	One	Family	Chg
Basic, \$2,000 Annual Maximum, 4 Cleanings Per Year, 100% Diagnostic/Preventive, Prosthodontics 70,80,90,100%	\$64.84	\$117.46	\$168.84	-5.0%
CERTIFICATED Active	Emp	Emp +	Emp +	%
Vision Three Tier Rates	Only	One	Family	Chg
Plan C \$0.00 Copay	\$13.08	\$24.29	\$37.41	0.0%
CERTIFICATED Active	Composite			%
Life Composite Rate				Chg
Life \$10,000	\$1.06			N/A

APPENDIX B-1 DISTRICT BENEFITS CONTRIBUTION

Daily Hours Worked (or Daily Average per Week)	% of Full Time	Annual District Contribution for Certificated Staff
8	100.00%	\$13,080.00
7.75	96.88%	\$12,671.25
7.5	93.75%	\$12,262.50
7.25	90.63%	\$11,853.75
7	87.50%	\$11,445.00
6.75	84.38%	\$11,036.25
6.5	81.25%	\$10,627.50
6.25	78.13%	\$10,218.75
6	75,00%	\$9,810.00
5.75	71.88%	\$9,401.25
5.5	68.75%	\$8,992.50
5.25	65.63%	\$8,583.75
5	62.50%	\$8,175.00
4.75	59.38%	\$7,766.25
4.5	56.25%	\$7,357.50
4.25	53.13%	\$6,948.75
4	50.00%	\$6,540.00
3.75	46.88%	\$6,131.25
3.5	43.75%	\$5,722.50
3.25	40.63%	\$5,313.75
3	37.50%	\$4,905.00
2.75	34.38%	\$4,496.25
2.5	31.25%	\$4,087.50
2.25	28.13%	\$3,678.75
2	25.00%	\$3,270.00
1.75	21.88%	\$2,861.25
1.5	18.75%	\$2,452.50
1.25	15.63%	\$2,043.75
1	12.50%	\$1,635.00
0.75	9.38%	\$1,226.25
0.5	6.25%	\$817.50
0.25	3.13%	\$408.75

APPENDIX B-2 SUPPLEMENTARY AGREEMENT TO FLEX 125 PLAN

A. IRS 125 PLAN

Medical Care Expense reimbursement described in Section 5.01(b) of the Plan, not to exceed \$5,000 per Plan Year pursuant to the Bellevue Union School District medical care expense plan.

Should the employee receive the maximum benefit, or any part thereof, before paying an equal amount into the Flex 125 fund and they end their employment with the District prior to the end of the school year, the balance of the payments will still be due to the Flex 125 fund. A binding payment plan shall be signed by the employee and the District specifying how payments are to be made to the District in order that the Flex 125 fund is fully reimbursed for payment already made to the employee.

Full payment to the fund will be made within the fiscal year it was paid to the employee.

APPENDIX C **CALENDAR**



Bellevue Union School District

Michael Kellison, Superintendent 3150 Education Drive Santa Rosa, CA 95407 Telephone: 707-542-5197 Fax: 707-542-6127

www.busd.org

19

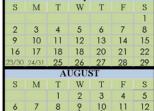
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BELLEVUE

ellevue unior

3223 Primrose Avenue Santa Rosa, CA 95407 T:(707) 542-5195 F: (707) 542-6083 Regular Days 8:30-3:05 Weds Short Day: 8:30-12:55



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JANUARY

MEADOW VIEW 2665 Dutton Meadow

Santa Rosa, CA 95407

T: (707) 541-3715

Regular Days

TAYLOR MOUNTAIN

1210 Bellevue Avenue E.

F: (707) 541-3717

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8:00-2:35 Weds Short Day 8:00-12:25

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EARLY LEARNING CENTER 2014 Moraga Dr

Santa Rosa, CA 95404 T: (707) 388-8540 Office Hours: 7:30-4:00 Regular Days 8:15-1:15

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KAWANA SPRINGS **Dual Immersion** 2121 Moraga Dr Santa Rosa, CA 95404 T: (707) 545-4283 F: (707) 542-2911

Regular Days 8:00-2:35 Weds Short Day 8:00-12:25



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Local Holiday - No School

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First 2 days & Last Day of School are Minimum Days Non-Instructional Contract Day - No School

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Professional Development Day - No School Legal Holiday - No School

Weekly Minimum Days Wednesday November 20-24 Thanksgiving Break December 25-January 5 Winter Break March 18-22 Spring Break

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BUS INFORMATION West County Transportation 367 West Robles Avenue Santa Rosa, CA 95407 Telephone: 707-206-9988

Designated makeup days in case of school closure due to emergency

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Back to School Night - BV & MV 8/23/2023, KS & TM 8/30/2023 Fall Conference Dates = 11/13-11/17 SBAC Testing Window = TBD

Open House = KS & TM 05/15/2024, BV & MV 05/22/2024

2024-25

Bellevue Union School District

Michael Kellison, Superintendent 3150 Education Drive Santa Rosa, CA 95407 Telephone: 707-542-5197 Fax: 707-542-6127 www.busd.org



8:00-2:35

8:00-12:25

BELLEVUE 3223 Primrose Avenue Santa Rosa, CA 95407 T:(707) 542-5195 F: (707) 542-6083 Regular Days 8:30-3:05 Weds Short Day: 8:30-12:55

EARLY LEARNING CENTER 2014 Moraga Dr Santa Rosa, CA 95404 T: (707) 388-8540 Office Hours: 7:30-4:00 Regular Days 8:15-1:15

> KAWANA SPRINGS **Dual Immersion** 2121 Moraga Dr Santa Rosa, CA 95404 T: (707) 545-4283 F: (707) 542-2911 Regular Days 8:00-2:35 Weds Short Day 8:00-12:25



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MEADOW VIEW 2665 Dutton Meadow Santa Rosa, CA 95407 T: (707) 541-3715 F: (707) 541-3717 Regular Days Weds Short Day TAYLOR MOUNTAIN 1210 E. Bellevue Avenue Santa Rosa, CA 95407 T: (707) 542-3671 F: (707) 542-3904 Regular Days Weds Short Day



8:00-2:35

8:00-12:25

BUS INFORMATION West County Transportation 367 West Robles Avenue Santa Rosa, CA 95407 Telephone: 707-206-9988

First 2 days & Last Day of School are Minimum Days Non-Instructional Contract Day - No School Professional Development Day - No School Legal Holiday - No School

Local Holiday - No School Designated makeup days in case of school closure due to emergency

Back to School Night = September 4 Fall Conference Dates = 11/18-11/22 Open House = May 21

SBAC Testing Window = TBD

November 25-29 Thanksgiving Break

December 23-January 3 Winter Break

March 17-21 Spring Break

APPENDIX D BELLEVUE UNION SCHOOL DISTRICT PARENT/TEACHER CONFERENCE SCHEDULE

* The most up to date Parent Teacher Conference schedule is available in each respective school office.

APPENDIX E BELLEVUE EDUCATORS ASSOCIATION REQUEST FOR INFORMAL GRIEVANCE CONFERENCE

School:	
Date:	 wevue union
From:	 Bellevue Union School District
То:	
Statement of Concern:	

Signature of Member:	
Signature of BEA Representative:	

APPENDIX E-1 BELLEVUE EDUCATORS ASSOCIATION OUTCOME OF THE INFORMAL GRIEVANCE CONFERENCE

Date:		Bellevue Union school District
Participants:	,	School.
	,	
Administrator's Statemen	t:	
Signature:	Agreement reached:	
	Yes No	_
Remedy Sought by Union	Member:	

Request for formal grievance subn	nitte <u>d on:</u>	
Signature, B.E.A. Representative	Signature, Unit Member	

APPENDIX E-2 BELLEVUE EDUCATORS ASSOCIATION REQUEST FOR FORMAL GRIEVANCE CONFERENCE

School:	
Date:	 Bellevue Union School District
From:	
То:	
Statement of Concern:	

Signature of Member: Signature of BEA Representative:	
Signature of BEA Representative:	

APPENDIX E-3

BELLEVUE EDUCATORS ASSOCIATION OUTCOME OF THE FORMAL GRIEVANCE CONFERENCE

Date:		Bellevue Union School District
Participants:	,	
	,	
Administrator's Stateme	ent:	
Signature:	Agreement reached:	
	Yes No	* _
*Request for mediation s	ubmitted to BEA Executive Board & CTA	Chapter Consultant
Remedy Sought by Unio	n Member:	

Request for formal grievance subn	nitte <u>d on:</u>	
Signature, B.E.A. Representative	Signature, Unit Member	

APPENDIX F REDUCED WORKLOAD APPLICATION

* There is no application required, only a notice in writing by negotiated deadlines.

APPENDIX G COMPENSATORY TIME ACCUMULATION FORM

BUSD COMPENSATORY TIME ACCUMULATION FORM

Teacher:		School:			1116
Trimester:1st	2nd3rd Year	Du	ıe: 5 Days Followin	g the End of Each Trir	mester Bellevue
A. Rainy Day Supe	rvision Duty Credit (15 Minute Cred	lit for 10 Minute Se	ervice) Article 7.A.2.f	.2-3
Dates	Actual Minutes	Credited Minutes	Dates	Actual Minutes	Credited Minutes
1.			1.		
2.			2.		
3.			3.		
'	Subtotal:			Subtotal:	
				Section A Total:	
3. Evening Parent/	Teacher Conference	e Duty (180 Min	utes 1 st Trimester	Only) Article 7.B.1.e	
Dates	Minutes				
1.					
		Sec	tion B Total:		
C. Excess Assigned	Duty Credit (15 Mi	nute Credit for 1	LO Minute Service)	Article 7.B.4.c	
Dates	Actual	Credited	Dates	Actual	Credited
1.	Minutes	Minutes	1.	Minutes	Minutes
2.			2.		
	Subtotal:			Subtotal:	
				Section C Total:	
). Excess Voluntee	er Duty Credit/Admi	nistratively App	roved/Missed Pre	p (Minute for Minute	credit) Article 7.
Dates	Actual Minutes	Credited Minutes	Dates	Actual Minutes	Credited Minutes
1.			1.		
2.			2.		
	Subtotal:			Subtotal:	
				Section D Total:	
Teacher's Signature	Dat	e	Principal's Sig	gnature	Date

APPENDIX H MILEAGE REIMBURSEMENT REQUEST FORM

Bellevue Union School District
3150 Education Dr
Santa Rosa, CA 95407
707-542-5197
fax 707-542-6127
Mileage Expense Reimbursement Claim Form

Name:			Month:	
Address:			Name of Student/s	
_			Name of School	
Phone Numbe	n			
Date	Origin	Destination	Total Miles	Reason/Purpose
				, and the same of
		Total Miles	•	
		x 0.625 per mile		 Amount to be reimbursed
				_
Date:				
Signature:				
				

86

Internet map showing travel route and miles is required to be turned in with mileage expense reimbursement form in order to receive reimbursement

APPENDIX I STATEMENT OF INTENT FORM

BELLEVUE UNION SCHOOL DISTRICT STATEMENT OF INTENT UNITS FOR SALARY ADVANCEMENT CERTIFICATED STAFF

EMPLOYEE NAME:	DATE SUBMITTED:	-
NAME OF COURSE:	COURSE #:	
SEMESTER UNITS:	QUARTER UNITS:	
COLLEGE NAME:	DATES OF COURSE:	
JUSTIFICATION FOR UNITS:		
		-
By signing this document, I acknowledge required deadline in order for them to be c		units by the
SIGNATURE:	PRINTED NAME:	
DATE SUBMITTED:		
APPROVED BY HUMAN RESOURCES:		
DATE APPROVED:		
APPROVED BY SUPERINTENDENT:		
DATE APPROVED:		

APPENDIX J JOB SHARE APPLICATION

* This form is available in each respective school office.

APPENDIX K EVALUATION FORMS

Bellevue Union School District

Certificated Evaluation Form C

Evaluatee:	Temp Prob Perm.	
Evaluator:	Date of Evaluation:	
Observation Dates:	Conference Dates:	
California Standards for t	he Teaching Profession	
Standard One: Engages and Supports All Students in		
Teachers build on students' prior knowledge, life experience, ar students. Teachers use a variety of instructional strategies and r needs. Teachers facilitate challenging learning experiences for a autonomy, interaction and choice. Teachers actively engage all thinking within and across subject matter areas. Concepts and students to apply them in real-life contexts that make subject m to become self-directed learners who are able to demonstrate, and	esources that respond to students' diverse all students in environments that promote students in problem solving and critical kills are taught in ways that encourage atter meaningful. Teachers assist all students	T O B B S E R V E E D
Connects students' prior knowledge, life experience, and interes		+
Uses a variety of instructional strategies and resources to response		\top
Facilitates learning experiences that promote autonomy, intera		\top
Engages students in problem solving, critical thinking and othe meaningful.		Τ
Promotes self-directed, reflective learning for all students.		\top
Standard Two: Creates and Maintains Effective Envir		
Teachers create physical environments that engage all students		
encourage constructive interactions among students. Teachers n	naintain safe learning environments in which A A	
all students are treated fairly and respectfully as they assume re-		
Teachers encourage all students to participate in making decision		OB
collaboratively. Expectations for student behavior are established	ed early, clearly understood, and consistently $ R _N$	IS
maintained. Teachers make effective use of instructional time a	s they implement class procedures and	
routines.	M	V
	E M	
	T T	
Creates a physical environment that engages all students.		
Establishes a climate that promotes fairness and respect.		\perp
Promotes social development and group responsibility.		
Establishes and maintains standards for student behavior.		\perp
Plans and implements classroom procedures and routines that	support student learning.	
Uses instructional time effectively.		
Standard Three: Understands and Organizes Subject		
Tanhare a whihit strong working knowledge of subject matter a	nd student development Teachers organize S S	. I N

curriculum to facilitate students' understanding of the central themes, concepts, and skills in the subject area.	A	A	T
Teachers interrelate ideas and information within and across curricular areas to extend students'	N	N	
	D	D	0
understanding. Teachers use their knowledge of student development, subject matter, instructional resources	A		В
and teaching strategies to make subject matter accessible to all students.	R	N	S
	D	0	E
	M	4	K V
	E	M	V F
	T	E	D
	^	T	-
Demonstrates knowledge of subject matter content and student development.	\Box		
Organizes curriculum to support student understanding of subject matter.			
Plans and implements classroom procedures and routines that support student learning.			
Uses instructional time effectively.			
Interrelates ideas and information within and across subject matter areas.			
Develops student understanding through instructional strategies that are appropriate to the subject matter.			
Uses materials, resources, and technologies to make subject matter accessible to students.			

Standard Four: Plans Instruction and Designs Learning Experiences for All Students

	Teachers plan instruction that draws on and values students' backgrounds, prior knowledge, and interests.	S	S	N
1	Teachers establish challenging learning goals for all students based on student experience, language,	A	T	O T
1	development, and home and school expectations. Teachers sequence curriculum and design long-term and	N	A N	
1	short-range plans that incorporate subject matter knowledge, reflect grade-level curriculum expectations, and	D	D	0
1	include a repertoire of instructional strategies. Teachers use instructional activities that promote learning	A		В
1	goals and connect with student experiences and interests. Teachers modify and adjust instructional plans	R D	O	E
1			T	R
1	according to student engagement and achievement.	M		V
1		E	M	E
1		Т	T	D
Ì	Draws on and values students' backgrounds, interests, and developmental learning needs.	П	Ť	
Ì	Establishes and articulates goals for student learning.			
	Develops and sequences instructional activities and materials or student learning.			
	Designs short-term and long-term plans to foster student learning.			
	Modifies instructional plans to adjust for student needs.			

Standard Five: Assesses Student Learning

Standard Five: Assesses Student Learning			
Teachers establish and clearly communicate learning goals for all students. Teachers collect information	S	S	N
about student performance from a variety of sources. Teachers involve all students in assessing their own	T	T	0
	A	A	T
learning. Teachers use information from a variety of ongoing assessments to plan and adjust learning	N	N D	_
opportunities that promote academic achievement and personal growth for all students. Teachers exchange	D A	ע	В
information about student learning with students, families, and support personnel in ways that improve	R	N	S
understanding and encourage further academic progress.	D	N O	E
understanding and encourage farther academic progress.	-	T	R
	M		V
	E	M	E
	T	E	D
	\vdash	T	
Establishes and communicates learning goals for all students.	\perp		
Collects and uses multiple sources of information to assess student learning.			
Involves and guides all students in assessing their own learning.			
Uses the results of assessments to guide instruction.			
Communicates with students, families, and other audiences about student progress.	\Box		

Standard Six: Develops as a Professional Educator

				_
ı	Teachers reflect on their teaching practice and actively engage in planning their professional development.	S	S	N
-1	Touchers refrect on their teaching practice and activery engage in planning their professional development.	- m	m	

Teachers establish professional learning goals, pursue opportunities to develop professional knowledge and	A		T
skill, and participate in the extended professional community. Teachers learn about and work with local	N	N	_
communities to improve their professional practice. Teachers communicate effectively with families and	A	D.	B
involve them in student learning and the school community. Teachers contribute to school activities,	R	N	S
	D	0	Е
promote school goals and improve professional practice by working collegially with all school staff.		Т	R
Teachers balance professional responsibilities and maintain motivation and commitment to all students.	M		V
	E	M	E
	T	E	D
		T	
Reflects on teaching practice and plans professional development.			
Establishes professional goals and pursues opportunities to grow professionally.			
Works with communities to improve professional practice.			
Works with families to improve professional practice.			
Works with colleagues to improve professional practice.			
Balances professional responsibilities and maintains motivation.			

Narrative:

Recommendations: Recommend Continuation Without Reservation Recommend Continuation With Reservations – Noted in Narrative Recommend Termination for Reasons Stated in Narrative	
Signature acknowledges receipt of this evaluation document and does not necessal evaluation. Employee has a right to attach comments to this evaluation.	rily indicate any agreement with the results of the
Evaluatee's Signature	Date
Evaluator's Signature	Date

APPENDIX L REIMBURSEMENT FORM

BUSD uses an online reimbursement submittal system. To access the reimbursement form, go to the following link:

Staff Benefits, Payroll & Forms - Bellevue Union School District (busd.org)