2022-2025

Agreement Between

BEA

Barstow Education Association

There is no union without "u"!

and

BUSD

Barstow Unified School District

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Article I - Agreement

1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Barstow Unified School District ("District"), and the Barstow Education Association/CTA/NEA, ("Association"), an employee organization.

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

3. This Agreement shall remain in full force and effect without further amendments unless the parties mutually agree otherwise up to and including June 30, 2025, with re-openers on salary, calendar, health and welfare benefits, and up to two (2) additional articles which may be elected by each party (maximum of four), provided that one party gives the other written notice of its intention to reopen negotiations no later than March 15, during the intervening years. Said agreement shall continue in full force and effect from year-to-year until such time as a new or modified Agreement is reached by the parties.

4. This Agreement was made and entered into on August 29, 2023; Board approved October 24, 2023.

Article II - Recognition

The District recognizes the Association as the exclusive representative of all certificated employees and designated subject credentialed (CTE) employees, excluding the following: Adult Education and ROP teachers, retired teachers returning to part-time or full-time employment, short-term at-will employees, daily substitutes, home instruction teachers. Also excluded are psychologists, management, and supervisory and confidential employees, including superintendent, assistant superintendents, directors, coordinators, half-time and full-time principals, and full-time assistant principals.

Article III - District Rights

1. It is understood and agreed that the District retains all its powers and authority to assign, direct, organize and manage to the full extent of the law. This includes but is not limited to the following District Rights:
   a. determine its organization;

   b. determine the kinds and levels of services to be provided and the methods and means of providing them;

   c. establish its educational policies, goals and objectives;

   d. insure the rights and educational opportunities of students;

   e. maintain the efficiency of District operations;

f. establish budget procedures and determine the method of raising revenue;

g. to take any action on matters in the event of an emergency;

h. to evaluate its programs and personnel.

2. The exercise of the District powers, (including the foregoing enumerated) rights, authority, duties and responsibilities of the District shall be limited only by the terms of this Agreement.

Article IV - Non Discrimination

1. It shall be unlawful for the Association and the District to discriminate with respect to the implementation of this agreement against any bargaining unit member on the basis of race, color, religious creed, sex, or sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age as interpreted in State and Federal law; membership or non-membership in an employee organization; participation or non-participation in the lawful activities of an employee organization.

2. This article shall not be subject to grievance procedures.

Article V - Definitions

1. "Bargaining unit member" refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.

2. "Days" mean workdays agreed to in the annual negotiated calendar during which bargaining unit members are required to be in attendance.

Article VI - Association Rights

1. The Association and its designated representatives shall have the right to make use of school facilities at reasonable hours for Association business when it does not interfere with the educational process. Use of Facilities Request Form must be on file as required.

2. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by certificated personnel. The Association may use the District mail/e-mail service and certificated personnel mailboxes for communications to unit members. At the time of distribution, the Association shall furnish the Superintendent or his designee a copy.

3. The Association will exclusively receive time-off from duties for the processing of grievances past Level I of the grievance procedure, Article X herein, for unit members who are designated as association representatives, subject to the following conditions:

a. By no later than 10 days (assuming elections are held) following the ratification of this agreement the Association will designate in writing, to the Superintendent, employees who are to receive the time-off and update annually following BEA elections;

b. Twenty-four hours prior to release from duties for grievance processing, the designated representative informs his/her immediate supervisor in order that an adequate substitute may be obtained, if such is necessary.

4. The Association will be allowed to participate in administrative interviews and selection.

5. The Association may maintain an account with the District duplicating services and be charged the standard rate for copies and materials.

6. <u>Orientation of New Employees</u>

a. District Notice to the Association of New Hires-
The District shall provide the Association notice of any newly hired employee, hired by the District, within ten (10) days of the date of hire, via electronic mail (email). The notice will include the employees full legal name, date of hire, classification, and site assignment.

b. Employee Information

1. "Newly hired employee" or "new hire" is defined as any employee hired by the District, whether permanent, full time, or part time, and who has not yet been afforded the opportunity to participate in an orientation. Also included would be any employees who are, or have been, previously employed by the District and whose current position has placed them in the Associations bargaining unit. For those latter employees, for this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the Association bargaining unit.

2. The District shall provide the Association with information on new hires. The information will be provided to the Association electronically (email) containing the new hires' Personnel Action Form (PAF) within (30) days of the date of hire. This contact information shall include the following items to be included in its own column:

i. First Name
ii. Middle Initial
iii. Last Name
iv. Suffix (e.g. Jr., III)
v. Job Title
vi. Department
vii. Primary Worksite
viii. Work Phone Number
ix. Home Phone Number
x. Cellular Phone Number
xi. Personal Email Address (on file with the District)
xii. Mailing Address
xiii. Date of Hire

3. The District shall provide the Association with a list of all bargaining unit members' names and contact information on the first working day of September, January, and May. This information shall include all the same items listed in part (b)(2), of section 6 of this Article.

c. New Employee Orientation

1. "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.

2. Pursuant to Government Code 3556 the District shall provide the Association with access to its New Employee Orientations. The Association shall receive not less than ten (10) days' notice in advance of the orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operation that was not reasonably foreseen.

i. In the event the District conducts a group orientation, the Association shall have one (1) hour of paid release time for each of two (2) Association representatives of which shall be the Chapter President and/or designee(s), to conduct the orientation session. Said release time shall not be counted against the total release time contained in the Collective Bargaining Agreement.

ii. In the event the District conducts one-on-one orientation with new employees, the Association shall have thirty (30) minutes of paid release time for one (1) Association representative of which shall be the Chapter President and/or designee to conduct the orientation session. Said release time shall not be counted against the total release time contained in the Collective Bargaining Agreement.

3. The District shall include the Association Membership Application in any New Employee Orientation Packet provided to any newly hired employee. The Association shall provide the copies of the Association Membership Application to the District for distribution.

4. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. During the Association's orientation session, no District manager, supervisor, or non-unit employee shall be present.

Article VII - Negotiation Procedures

1. By March 15 of the calendar year in which this agreement expires, either party upon written request shall meet and negotiate in good faith with regard to negotiable items providing that the requirement of Government Code 3547 is initiated.

2. "Meeting and negotiating" means meeting, conferring, negotiating and discussing by the exclusive representative and the public school employer in a good faith effort to reach agreement on matters within the scope of representation.

3. Either party may discharge their respective duties required by this Agreement by means of authorized representatives, and may utilize the services of outside consultants.

4. Negotiations shall take place at mutually agreeable times and places during the regular workday unless mutually agreed upon. Meetings shall be held within five days after receipt of a written request. The Association shall designate five (5) members to attend these meetings. The Interest-based Bargaining (IBB) style will be used for the negotiation process.

5. Not later than September 15, the District shall furnish the Association with the names and salaries of personnel as of September 1.

Article VIII - Maintenance of Standards

The District agrees not to reduce or eliminate any specific bargaining unit member benefit under this Agreement without first affording the Association an opportunity to meet and negotiate with respect to such reduction or elimination.

Article IX - Organizational Security

Unit members requesting membership to the Association are required to pay membership dues for the cost of representation. Education Code Sections 45060 and 45061 provide for automatic payroll deduction.

1. With respect to all sums deducted by the District pursuant to authorization by the employee for membership dues, the District accepts the responsibility for remitting such monies to the Association Treasurer, accompanied by an alphabetical list of employees for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.

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

3. The Association, CTA and/or NEA agree to indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all costs, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this article.

4. With respect to all sums deducted by the District pursuant to authorization by the employee for membership dues, the District accepts the responsibility for remitting such monies to the Association Treasurer, accompanied by an alphabetical list of employees for whom such

deductions have been made and indicating any changes in personnel from the list previously furnished.

5. The Association and Employer agree to furnish to each other any information needed to fulfill the provisions of this Article.

Article X - Grievance Procedure

1. Definitions:

   a. A grievance is an allegation by a unit member and/or the Association that a Unit Member has been adversely affected by a violation or misapplication of a specific provision of this Agreement. Actions to challenge or change the policies of the District as set forth in the Rules and Regulations or Administrative Regulations and Procedures must be undertaken under separate legal process.

   b. A "day" is a day in which the central administrative office of the District is open for business.

   c. The "immediate supervisor" is the administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

2. Informal Level:

   Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

3. Formal Level:

   Representation: It is understood that the grievant may have a representative of the Association present at any level of the grievance.

   Level 1: Within thirty (30) days of the occurrence of the act or omission giving rise to the grievance or within ten (10) days of the informal conference, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.

   The time limitations in this Article shall be considered maximums unless extended by written mutual agreement. Failure of grievant to adhere to the time limitations stated in this Article shall constitute a waiver of the grievant's right to appeal to the next level.

   The Supervisor shall communicate a decision to the Unit Member in writing within ten (10) days after receiving the written grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference with the other party.

Level II: In the event the grievant is not satisfied with the decision at Level 1, the grievant may appeal the decision on the appropriate form to the Superintendent or Superintendent's designee within ten (10) days. This statement should include a copy of the original grievance.

The Superintendent or the Superintendent's designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or Superintendent's designee may request a personal conference within the above time limits.
If the Superintendent or Superintendent's designee does not respond within the time limits, the grievant may appeal to the next level.

Level III. If not satisfied with the decision at Level II, the grievant may within five (5) days submit a request in writing to the Association for arbitration of the dispute. The Association may submit the grievance to arbitration. The Association shall notify the superintendent in writing within ten (10) days after receipt of the request from the grievant that the grievance has been submitted to arbitration.

The Association and the District shall attempt to agree upon an arbitrator to hear the dispute. If no agreement can be reached, a joint request shall be made to the State Conciliation Service to supply a panel of five (5) names of experienced Arbitrators.
Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and The Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, conduct a hearing to receive the evidence and render a written decision within 30 days on the issue or issues submitted to him. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. The decision of the arbitrator shall be binding on the parties.

4. No Reprisals: No reprisals shall be invoked against any Unit Member as a result of initiating or processing a formal grievance. Documents pertaining to this grievance procedure as specified within the levels shall not be placed in any personnel file of that grievant.

Article XI - Payroll Deductions

1. The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee. Authorization for such deduction shall remain in effect from year to year unless revoked in writing between June 1 and September 1 of any year on the form subject to the following conditions:

   a. Such deduction shall be made only upon submission of the above referenced authorization to the designated representative of the District duly completed and executed by the employee and the Association.

b. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

2. The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees. Membership in the Association shall be made available to all employees who apply consistent with the Association Constitution and By-laws.

3. Accompanying all deductions paid to the Association shall be an alphabetical list of teachers for whom such deductions have been made.

4. Upon appropriate written authorization from any bargaining unit member, the District shall deduct from his/her salary and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other new plans or programs jointly approved by the Association and District.

Article XII - Public Charges

1. Complaints received by District Office Personnel or Governing Board members from a parent or citizen about bargaining unit members shall be referred to the site administrator. The administrator shall determine and follow the District Board Complaint Policy relevant to the issue.

2. The administrator will work with the unit member to resolve any complaint at the informal level as much as possible.

3. Complaint policies in Board Policy include: BP 4144: Complaints; BP 1312.1: Complaints Concerning District Employees; and BP 4030 and AR 4031: Complaints Concerning Discrimination in Employment.

4. Charges referred to in this Article shall not be subject to the grievance procedure in Article X.

Article XIII - Payment for Extra-Curricular Duties

1. Extra-Curricular duties are duties for which the Board has approved the teacher to be paid according to the mutually agreed Certificated Extra Duty Salary Schedule in Appendix A.

2. Extra-Curricular duties are in addition to the bargaining unit member's regular assignment. Participation in the extra-curricular program shall be voluntary. Extra-curricular duties are classified as temporary/limited term assignments. Extra-curricular positions listed in Appendix A shall be posted and filled on an annual basis. Qualifications shall be determined by the advertisement for each position. All Extra-Curricular positions shall be opened to qualified unit members on site before they are opened to qualified unit members off site. In the event no qualified certificated bargaining unit member applies, the position will be opened to qualified people outside the unit.

3. Applicants will interview with the principal or his/her designee(s). Consideration will be given to current candidates who have received satisfactory Extra-Duty evaluations. The principal will recommend the candidate for appointment to the Superintendent for Board approval. Coaches can be placed as high as Step 3 based on experience coaching other sports, as determined by the Athletic Director.

Article XIV - Staff Working Hours

1. The school year shall be 185 workdays of which at least 180 shall be instructional days. Five (5) workdays will be non-teaching days as follows: Three (3) non-instructional days will be scheduled prior to the first instructional day, One (1) non-instructional day will be scheduled immediately following the end of the first trimester/semester, and the final non-instructional day will be scheduled after the last instructional day.

   Three (3) of these non-instructional days will be exclusively utilized by the teachers for instructional planning and preparation of classrooms: Two (2) days prior to the first instructional day and the one (1) day after the end of the first trimester/semester. No school/district meetings shall be scheduled on these days. Teachers may individually select to use these three (3) days for completion of semester grades, report cards, ILPs, IEPs, and other parent conferencing as needed.

   Early Release Days
   On days in which students are released from school early, District and Site leadership will establish a plan for professional development. One (1) afternoon per calendar month will be exclusively utilized by the teachers for instructional planning and preparation of classrooms. On calendar months with five (5) or more early release days, two (2) afternoons per month will be exclusively utilized by the teachers for instructional planning and preparation of classrooms. No school/district meetings shall be scheduled on these afternoons.

   No school/district meetings shall be scheduled on early release days for the student semester or final exam.

   All other non-instructional time will be used at the District's discretion.

2. Unit members will attend a maximum three (3) general meetings per school year. Meetings will be limited to forty-five (45) minutes, unless the staff agrees to proceed for a longer period of time. Professional responsibilities for every certificated employee will include Back to School Night and Parent-Teacher Conferences.

3. A bargaining unit member shall be entitled to at least one (1) thirty (30) minute duty free lunch period daily, except in case of an emergency which affects the health and safety of a student. If an administrator determines an emergency situation the unit member will be compensated at the rate shown in Certificated Extra Duty Salary Schedule in Appendix A for actual time lost.

4. Bargaining unit members shall be responsible for supervising a maximum of three (3) assigned non- teaching activities per semester (secondary) or two (2) assigned non-teaching activities per trimester (elementary) outside of the regular workday. Assignments will be based on an equal distribution of total hours of supervision time which may include but not limited to the following: Athletic Events, PTA/PTO, Family Nights, and Special Events.

5. Any unit member employed in the Junior High School, STEM Academy School, or Senior High School and who is assigned to substitute shall receive per diem rate per period. Prior to assignment, the administration will make every effort to obtain an outside substitute or volunteer bargaining unit member. Failing this, unit members will be assigned by roster on a rotating basis taking into account extenuating circumstances. Last to be used will be service personnel and Teacher(s) on Assignment.

   In the event no substitute teachers are available, elementary teachers assigned students from classes where the regular teacher is absent will be paid per diem rate, prorated for the number of students they are assigned and for the number of minutes/hours they supervise the students. Prior to assignment, the administration will make every effort to obtain an outside substitute or volunteer bargaining unit member. Last to be used will be service personnel and Teacher(s) on Assignment.

   A Special Education Teacher shall not be assigned to a general classroom as a substitute during the workday, excluding preparatory period.

6. Service Staff Workday (Counselor, School Nurse, Speech Therapist,): The workday for Counselors and School Nurse shall be seven (7) hours, excluding lunch. The workday for Speech Therapists shall be seven (7.5) hours, excluding lunch. The school year for the School Nurse and Counselors will be 195 days. The school year for Speech Therapists will be 197 days.

7. Bargaining unit members shall be permitted to leave school the last workday prior to the adopted holidays at the student release time of a regular student day, or 30 mins. prior to the end of the workday on any early-release days. When events such as Back-to-School Night and Parent Conferences are held in the evening on minimum days, bargaining unit members are permitted to leave at the end of the student day. On other minimum days, bargaining unit members are required to fulfill their regular workday.

8. Each school site, grades K-12, will collaboratively (between bargaining unit members and administration) designate their hours for parent-teacher conferences during the scheduled conference days as long as the total number of hours worked by teachers over the three day period is 21 hours.

9. The District and Association mutually agree that bargaining unit members may volunteer their services at their discretion.

10. Preparation period shall be provided for Transitional Kindergarten through twelfth grade full-time teachers. Bargaining unit members are required to remain on campus during their preparation period. Preparation period for secondary school will be a class period during

the workday. Preparation period for elementary schools will be 30 minutes before the start of the instructional day and 10 minutes during the instructional day either during student lunch or recess. Elementary preparation period will not be utilized for IEP meetings or other regularly occurring meetings.

11. Special Education teachers in the grades K-12 and are assigned to self-contained classrooms such as Severely Handicapped, Autism, Self-Contained Mild/Moderate, and Success type classes will be granted one (1) release day within two (2) weeks from the end of the grading period to allow for the timely submission of Individuals with Disabilities Education Act (IDEA) mandated progress to goals (academic, behavioral, transitional) reports.

12. All grading reports are due two (2) working days after the end of the grading period (i.e. grading period ends on Friday, grades are due the following Wednesday). Grading includes first and second semester, first and third quarter, and all progress reporting. First and second trimester grades are due a minimum of five (5) working days from the end of the trimester.

13. In order to ensure compliance within the special education requirements, caseloads will be equitably assigned. When case loading cannot be equally distributed, support in the form of release time or hourly compensation will be provided.

14. The last week of the school year will be minimum days for students. Each school site will operate on a minimum day schedule. Certificated staff will work their contracted hours per day on each minimum day.

Article XV - Summer School

1. Voluntary applications for summer school vacancies shall be accepted prior to March 1.

2. Summer school assignments shall be made no later than June 1, except in extenuating circumstances.

3. Notification of assignment to summer school shall be in writing and shall include the location of the assignment and the subject to be taught on an as needed basis.

4. Certificated employees may voluntarily apply for a summer school assignment on an as needed basis.

5. Summer school assignments will be a site-based decision for each school site. If more teachers apply for an assignment than needed at the specific site, assignments shall be based on the following ordered criteria:

   a. Appropriate credential for assignment,
   b. Teaching experience in subject area,
   c. All assignments shall be based on the needs of the summer school and District,
   d. Priority will be given to employees who were under contract the previous year.

Article XVI - Leaves

1. a. Definition: "Immediate Family" means the father, mother, father-in-law, mother-in-law, step-father, step-mother, brother, brother-in-law, sister, sister-in-law, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, grandmother or grandfather, step-children, step-grandchildren, or step-siblings of the employee, the grandmother or grandfather of the spouse, or any relative or person living in the immediate household of the employee.

   b. Leave Verification: The District may require a unit member to submit a physician's statement, personal affidavit or other such documentation, on District prescribed forms, as verification for the legitimacy of any request for paid leave. Verification under this section may be required when the District has reasonable grounds to question the validity of any request for paid leave. Any unit member required to submit to a doctor's certificate under this section shall be reimbursed by the District for the reasonable cost of such certification, provided that it is subsequently determined the unit member's application for sick leave was proper and legitimate under the circumstances.

2. Personal Illness and Injury Leave:

   a. Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

   b. After all earned and accumulated leave as set forth in a. above is exhausted, additional non-accumulated leave shall be available for a period, not to exceed five (5) school months. A five-month differential period is allowed one time only for the same illness or injury. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. (See Appendix A for substitute teacher salary schedule.)
   A unit member who applies for disability retirement may elect to utilize their accrued sick leave. When their accrued sick leave is exhausted, they will then be placed on five-month differential pay.

   c. Unused sick leave shall accrue from school year to school year.

   d. If an illness or injury exceeds three (3) consecutive days, the District may require a unit member to visit a medical doctor at District expense or to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. If the report concludes that the absence is not due to personal illness or injury or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. If requested by the District management, a unit member shall not return to work until he submits a medical doctor's authorization to return to work. When an employee is

on long-term illness, he shall not be gainfully employed by another entity, including self-employment.

e. Whenever possible, a unit member must contact his immediate supervisor as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day to permit the employer time to secure a substitute service. Failure to provide adequate notice shall be grounds for denial of leave with pay. Whenever possible, substitutes will be provided for employees who become ill on the job.

f. A unit member shall be placed on leave without pay if the employee fails to notify the District by the end of the student day of the employee's intention to return the following school day.

g. Each unit member shall be notified of the accumulated leave by no later than the end of each school year.

3. Maternity Leave

The District shall provide for leave of absence from duty for any female certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Disabilities, verified by a physician, caused by pregnancy, miscarriage, childbirth and recovery therefrom, are temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with the employment by the school district.

4. Industrial Accident and Illness Leave

a. A bargaining unit member shall be entitled to sixty (60) days of industrial accident or illness leave.

b. The deduction from the employee's sick leave account will be proportionate to the amount the district adds to make up the difference between his disability indemnity check and his full salary.

c. A bargaining unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time a physician appointed by the District authorized his return to work.

d. Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for worker's compensation under the provisions of the Self Insurance for Public Employees (S.I.P.E.)

e. The unit member is responsible to report the accident at the end of the work day and must present a physician's statement of the cause to the Business Office within three (3) days.

f. After the unit member utilizes the sixty (60) days the District shall deduct a prorated amount from the accumulated sick leave of a teacher who is absent as a result of an industrial accident or illness.

g. I. Introduction

A return-to-work program is a widely recognized management tool for reducing Workers' Compensation expenses.

Following a work-related injury, teachers should be returned to the work site as soon as possible subsequent to determination of medical compatibility, to perform professional duties in an appropriate work area.

This Transitional Return-to-Work Program is designed to move teachers from a disability environment to a position of "productivity." When properly administered, programs of this nature have improved employee relations, as well as reduced overall costs of work injuries.

In order to assist industrially injured employees with the recovery process and to encourage an early return to unrestricted duty status, the District will implement a program which utilizes temporary return-to-work (transitional) assignments to accommodate teachers who are unable to perform their normal duties. This may be structured in the following order:

A. Restricted duties within the same site
B. Different duties within the same site
C. Restricted or different duties at an alternate site as agreed upon by employee and administration.

II. Definition and Parameters

Transitional assignments are temporary assignments of modified or light duty to assist the injured or ill teacher to progressively escalate to full-duty status and are only available for approved Workers' Compensation claims. This type of duty is a "transitional" process, which enables the teacher to gradually resume his/her full-time duties. **The maximum duration of the transitional assignment period will not exceed sixty (60) calendar days per injury or illness.**

III. Program Objectives

A. Provide a means for an injured/ill teacher to return to the workplace as soon as safely possible without danger of re-injury.

B. Provide a means of maintaining the teacher's instructional skills and providing continuity for students, while enabling him/her to progress to full-duty status.

C. Maintain organizational productivity by allowing the teacher to perform tasks that would require extra help.

D. Reduce the number of lost-time injuries thereby reducing the amount of temporary and permanent disability costs.

E. Reduce the number of litigated claims.

F. Reduce the need for temporary help due to the absence of the injured teacher.

G. Communicate with the injured teacher and enhance his/her perception of the District's concern for their well-being.

H. Reduce the use and cost of outside rehabilitation vendors and the overall costs associated with rehabilitation.

I. Reduce extended periods of medical treatment and associated costs. Injured employee recovery periods are lessened if temporary transitional assignments are made available in lieu of remaining at home.

J. Reduce outstanding claim reserves which will ultimately favorably impact District experience modification factors.

K. Discharge the District's obligations under the Labor Code, Education Code, and Employee Bargaining Unit Contracts.

IV. Program Provisions

A. Under no circumstances does this program intend to permanently establish new assignments or displace other employees. Its intent is to utilize the resources of a teacher for the District.

B. The District recognizes the benefits of implementing a Transitional Return-to-Work Program in accordance with the aforementioned terms and, therefore, agrees to voluntarily participate in adopting such a program. Individual claim circumstances will dictate assignment availability and placement.

5. Personal Necessity Leave:

A unit member may use up to seven (7) days of paid sick leave during each school year for personal necessity. Personal Necessity Leave is to be used for the following only:

a. Death or serious illness of a member of the unit member's immediate family.

b. A serious accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family.

The unit member is to make every effort to comply with District procedures for securing a substitute and obtaining approval from their immediate supervisor.

6. Bereavement Leave:

A bargaining unit member shall be entitled to five (5) days of paid leave of absence on account of the death of any member of immediate family. This leave shall not be deducted from sick leave.

7. Jury Leave:

a. An employee is required to submit to the district proof of their selection and time served as a juror, signed by the court clerk. A unit member who is summoned for regularly called jury duty shall be paid up to the amount of the difference between the employee's regular earnings and any amount he receives as juror's fees. A unit member who is called but not selected as a juror shall immediately return to work (locally).

b. Certificated employees who receive notice to appear for jury duty during teaching days may postpone jury duty to non-teaching days (i.e. summer) and will be compensated at the rate of $75 for each such day. The employee would attach a copy of the original jury duty notice and signed official court validation for each day of jury duty served to the Certificated Jury Duty Postponement Form.

8. In-Service Leave:

A unit member may request in writing on the appropriate district in-service form a paid leave for the purpose of improving his performance. Such request is subject to approval of the site administrator, Assistant Superintendent of Educational Services and the Board of Trustees.

9. Personal Business Leave:

a. A unit member shall be entitled to two (2) days of paid personal business leave per school year for personal or family matters. It is understood that three days of sick leave may also be used for additional personal business days. No more than 3 consecutive days can be used for personal business without administrative approval.
Prior to taking personal business leave the teacher shall notify his immediate supervisor in writing at least 24 hours in advance. Unused personal business leave shall be accumulated as sick leave days. Personal Business Leave is subject to the following condition:

b. A bargaining unit member shall not use Personal Business Leave, or any other authorized leave of absence which would interfere with or disrupt the normal educational activities of the school district. This leave will not be available for the extension of a holiday or vacation period, for recreational activities or for purposes of supplementary income, or for matters which can be taken care of outside the work hours.

10. Association Leave:

The District shall grant a total of twelve (12) days to be utilized by the Association to attend workshops and conferences. Absences from work shall be requested by regular procedures not less than seven (7) days prior to departure, whenever possible. Days granted the Association under the regulations are not accruable from year to year. The Association president shall notify the immediate supervisor as soon as possible in advance and indicate which authorized representative will be using the leave.

11. Leaves Without Pay:

a. Health/Child Rearing: The District may grant a bargaining unit member, upon request, an unpaid leave for health or child rearing reasons. Such leave shall be for a minimum of one semester and a maximum of one school year.

b. Study Leaves: The District may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be subject to Board approval for a minimum of one school year. A teacher shall apply to the District for such leave no later than one semester before its anticipated commencement.

c. Legislative Leave: A permanent bargaining unit member who is elected to the State Legislature shall be considered on an unpaid leave of absence for the length of his term or terms in office. (1) The unit member on such leave shall notify the District of his intended return at least one semester in advance. (2) The unit member on such leave shall be entitled to return to employment at the end of the leave.

d. Family Care and Medical Leave: any full-time employee who has served the District for more than one (1) continuous year shall be eligible to take unpaid Family Care and Medical Leave. Leave for up to twelve (12) workweeks shall be granted for any of the following reasons:

(1) Because of the birth of a child of the employee;
(2) Because of the placement of a child with the employee for the employee's adoption or foster care of the child;
(3) In order to care for an employee's child, parent or spouse, who has a serious health condition;
(4) Because of the employee's own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

An employee's family care and medical leave shall not exceed twelve (12) workweeks during any twelve-month period. This twelve-month period shall begin July 1 and end on the subsequent June 30. Refer to the Governing Board policy for specific provisions of the Family Care and Medical Leave.

12. Catastrophic Leave: Catastrophic Leave is available for employees as per the Governing Board Policy regarding Catastrophic Leave.

13. Miscellaneous: Unless otherwise provided in this article, a bargaining unit member on a paid or unpaid leave of absence shall be entitled to return to the comparable position which he held immediately before commencement of the leave.

a. The District may approve an extension of bargaining unit member's Health or Study Leave for a maximum of one year; provided, however, that at the end of the extension such member shall not be entitled to return to the same position and shall not receive credit for a second annual salary increment.

b. Any bargaining unit member who seeks an extension of Health or Study Leave shall make application no later than four (4) weeks preceding the expiration of the original leave.

Article XVII - Class Size

1. The following average class enrollment for each school site shall be maintained:

SCHOOL YEAR	Transitional Kindergarten	Kindergarten	Grades 1-3	Grades 4-12
2023-2024	24	24	24	33

In addition, the above listed class size averages per site are subject to modification for purposes such as, but not limited to, adherence to State/Federal programs, avoidance of split-grade classes or low enrollment classes, large group or experimental instruction, team teaching limitations because of distribution of pupils by attendance areas or changes in enrollment.

The above listed class size averages will be adhered to so long as Barstow Unified School District is subject to, and operates under the auspices of, the Local Control Funding Formula (L.C.F.F.). Furthermore, funding as provided to Barstow Unified School District through the L.C.F.F. must be a sufficient level, in any given year, to adequately support the adherence to the above listed average class enrollments.

2. A $750 bonus for elementary teachers and secondary teachers with 1-3 students class size overages; a $1000 bonus for elementary teachers and secondary teachers with 4-6 student class size overages; and a $1500 bonus for elementary teachers and secondary teachers with class size overages above 6 will be paid out no later than the second paycheck after each end of semester dates respectively for student enrollments as indicated in the following Class Size Overages Table:

Class Size Overages Table

School Type	Method to assess student enrollment for stipend determination.	End of Semester 1 *(calculated end of Novemeber)* Comparison Value when stipend will be paid.	End of Semester 2 *(caalculated end of April)* Comparison Value when stipend will be paid.
TK-6 (Elementary Schools)	Total number of students enrolled in a single classroom.	Class Size Chart value +1	Class Size Chart value +1
STEM	Maximum number of grade	102	102

	level students per teacher. (PE not included)		
BJHS	The sum of all period enrollments divided by the number of periods taught. (Band, and ASB not included)	31	31
CHS	The sum of all period enrollments divided by the number of periods taught. (PE and ASB not included)	21	21
BHS	Maximum number of students per teacher. (Band, and ASB not included)	187	181
Secondary P.E.	Maximum number of students per teacher per period.	50	50
BHS ISP	Maximum number of students per teacher.	33 Class Size Chart value +1	33 Class Size Chart value +1
K-8 ISP	Maximum number of students per teacher.	Class Size Chart value +1	Class Size Chart value +1

Note: Teachers whose schedule composition is not entirely defined by excluded course subjects, but includes them, will have their total student count calculated by determining the average number of students in the "included" course subject classes and applying that average number to each of the periods where the teacher conducts excluded course subject classes. A total number of students can then be defined for each teacher.

3. Elementary School Special Education Class Size

- Mild-to-Moderate Resource Service Type Delivery Model (Mainstream services 50% or more). Teachers shall be assigned to an elementary school based on a 28:1 ratio. Group sizes will be determined by each school.
- Mild-to-Moderate Special Day Class (self-contained, Mainstream services 0% - 49%) classes at the Elementary Level shall be determined at a 20:1 level. The total number of students taught during the day shall not exceed 20 students for special day classes.
- Moderate-to-Severe Special Day Classes (self-contained Severe/Intellectual Disabled/Autism/Emotional/Behavioral, Mainstream services 0%-15%) at the Elementary Level shall be determined at a 15:1 level. The total number of students taught during the day shall not exceed 15 students for Special Day classes (self-contained).

4. Secondary School Special Education Class Size

- Special Education Classes: Any Special Education class shall be determined by a 28:1 student/teacher ratio. Special Education teachers shall have an additional non-instructional period for the purpose of caseload management. The total number of students taught during the day shall not exceed 112 students per day for schools offering

6 periods a day. The total number of students taught during the day shall not exceed 140 students per day for schools offering 7 periods a day.

- Moderate-to-Severe Special Day Classes (self-contained, Autism) at the Secondary Level shall be determined at a 15:1 level. The total number of students taught during the day shall not exceed 15 students for self-contained special day classes.
- SUCCESS (Emotional/Behavioral) classes at the Secondary Level shall be determined at a 15:1 level. The total number of students taught during the day shall not exceed 15 students for a self-contained special day class for students with emotional/behavioral disorders.

5. Special Education Caseloads

- Special education/specialist caseloads shall be upheld as shown in the tables below with the following stipulations:
  - If a case manager has any qualifying student on his/her caseload with a lesser percentage of mainstreaming, the case manager's classification shall be redesignated to the classification with the lower maximum caseload.
  - Any Special Education Case Manager (teacher) whose caseload contains students from multiple school sites or multiple programs will have their overall maximum caseload cap reduced by a minimum of 2 students.
  - In the event that a caseload manager chooses to accept a caseload waiver it will be in accordance to 5 CCR § 3100 § 3100. Resource Specialist Caseload Waivers.
  - Caseloads will be equitably assigned. When case loading cannot be equally distributed, support will be provided as stated in Article XIV-Staff Working Hours #13.

6. Secondary Physical Education (P.E.) Classes

Secondary Physical Education classes shall be determined by a 50:1 per period student/teacher ratio. If the class size per period goes above the ratio, unit members shall be paid according to the Class Size Overage Table of Section 2 of Article XVII.

7. Independent Study Program (ISP)

ISP teachers (both Barstow High School and Barstow Digital Academy) shall adhere to the same class sizes as defined on the Class Size Table (under Section 1 Article XVII).

Speech & Language Pathologist Caseloads	
Maximum Caseload (# of students)	55

Elementary Special Education Caseloads			
Classification	**Class I**	**Class II**	**Class III**
Designated Disability	Moderate-to-severe/ Mild-to-Moderate	Mild-to-Moderate	Mild-to-Moderate
Percentage of Time Students are Mainstreamed	0% - 15%	0%-49%	50% or greater
Maximum Caseload (# of students)	15	20	28 (Up to 32 with a Waiver)
Program Type	SH, Autism, SUCCESS	*SDC	RSP**

Secondary Special Education Caseloads				
Classification	**Class I**	**Class II**	**Class III**	**Class IV**
Designated Disability	Moderate-to-Severe/Mild-to-Moderate	Mild-to-Moderate	Mild-to-Moderate	Mild-to-Moderate
Percentage of Time Students are Mainstreamed	0% - 15%	0%-49%	50%-79%	80% or greater
Maximum Caseload (# of students)	15	20	28	28 (Up to 32 with a Waiver)
Program Type	SH, Autism, SUCCESS	*SDC	*SDC/RSP**	RSP** (Up to 32 with a Waiver)

*Special Day Class (SDC): Term used to describe a self-contained special education class which provides services to students with intensive needs that cannot be met by the general education program, RSP or DIS program. Classes consist of more than 50% of the student's day.

**Resource Specialist Program (RSP): Term used to describe a program that provides instruction, materials, and support services to students with identified disabilities who are assigned to a general classroom for more than 50% of their school day.

Article XVIII - Transfers/Reassignments

1. Definitions

   a. Classification: Bargaining unit member classifications include teacher, counselor, speech therapist, teacher-on-assignment, etc.
   b. Vacancy: Any bargaining unit position which is unfilled due to the establishment by new bargaining unit positions or by a unit member who leaves the position by promotion, retirement or termination and is to be filled by the District.
   c. Transfer: A movement of bargaining unit member from a school site, or facility, or work location to another.
   d. Voluntary Transfer: A transfer initiated at the request of a bargaining unit member.
   e. Involuntary Transfer: A transfer initiated by the District.
   f. Reassignment: A change in grade level, a change in subject matter, or a change in courses as part of or the entirety of the teaching assignment, at present site.

2. Vacancies: Shall be posted by the District at all work locations for not less than five (5) working days prior to being filled by the District. When vacancies occur after the beginning of the academic school year in a teacher's classroom, the position need not be advertised for transfer, but may be filled with a new-hire on a temporary basis. The position would then be posted for transfer opportunity for the following school year during the transfer posting time between March and April.

3. Voluntary Transfers: Requests for voluntary transfers to fill a specific vacancy shall be made on a "Request for Transfer" form signed by the unit member requesting the transfer.
   Signature of the immediate supervisor is optional. Completed forms must be filed with the Personnel Services Office.

   a. Requests for voluntary transfers to take effect at the beginning of the next school year shall be made no later than August 1 of the school year preceding the effective date of the transfer, unless a vacancy occurs between August 1 and the beginning of the school year.

   b. The District shall notify successful applicants for voluntary transfers to take effect during the school year at least two (2) workdays prior to the effective date of the transfer unless the applicant and District mutually agree to other arrangements. The District shall provide assistance in moving a unit member's materials.

   c. All requests for voluntary transfers shall be considered on the basis of the following non-ordered criteria:

      (1) Authorized credential, major/minor field of study.
      (2) Teacher experience in subject area or grade level.
      (3) Needs of the school or District.
      (4) Applicant interview.

   d. Requests for voluntary transfers shall be given priority consideration except in such cases where the filling of a position with a voluntary transfer applicant would necessarily result

in the layoff of another bargaining unit member, in which case the unit member to be laid off shall be given priority consideration.

e. If the District denies a unit member's request for a voluntary transfer, it shall provide the unit member with the specific reasons for the denial. Upon the unit member's request, such reasons shall be reduced to written form.

4. Involuntary Transfer:
To maintain curricular integrity and campus stability, a bargaining unit member may be involuntarily transferred by District Management whenever such transfer is in the best educational and/or operational interest of the District as defined by the management of the District.

a. A unit member being involuntarily transferred shall be given five (5) workdays notice, one of which the unit member shall be released from classroom duties. Upon request, a written reason for the transfer will be provided for the unit member. The District shall provide assistance in moving a unit member's materials. The transferred unit member may assume the position with less than five days notice upon the agreement of the teacher and the site principal.

b. A unit member being involuntarily transferred shall be allowed to indicate their preferences for any vacancy for which he/she is qualified. Consultation with involved bargaining unit members will take place prior to transfer.

c. An involuntary transfer shall not result in the loss of compensation on the salary schedule, seniority or any fringe benefits to the transferred bargaining unit member.

d. Involuntary transfers shall be considered on the following non-ordered criteria:

(1) Credential authorization.
(2) Major or minor field of study.
(3) Experience in subject area or grade level.
(4) District-wide seniority.

e. Involuntary transfers shall not be for punitive reasons, but to intervene to remedy a situation negatively impacting the school or education program. Reasons for the transfer will be provided to the bargaining unit member in writing.

5. Reassignment:

a. Teachers may apply for reassignment for the following school year on the Assignment Request form provided during January/February of each school year.
b. Reassignments within school sites will be determined by the site administrator prior to advertising of District vacancies between March and April. Reassignments may occur because of increases/decreases in student population, opening and closing of schools, to implement efficient use of facilities, or to accomplish appropriate educational purposes. Consultation with involved bargaining unit members will take place prior to transfer.

c. A site administrator may reassign personnel within their school site in order to accommodate the needs of the school/district based upon the following non-ordered criteria:

(1) Credential authorization.
(2) Major or minor field of study.
(3) Experience in subject area or grade level.
(4) District-wide seniority.

6. Transfer Policy is subject to binding arbitration.

Article XIX - Curriculum and Instruction

The District recognizes the right for the Association to consult with the Board's designee in regards to matters relating to educational objectives, context of courses and curriculum and selection of textbooks.

Article XX - Certificated Employee Evaluations

Prior to receiving a rating of "partially meets standard" or "unsatisfactory" on the final evaluation in any standard or standard category, a focus plan will be developed using the district adopted Focus Plan and Follow-up Focus Plan forms. This focus plan is developed in cooperation with the employee and includes, but not limited to the following:

Identified elements needing improvement
Specific plan for improvement
Additional resources to implement plan
Techniques to measure improvement
Time schedule to monitor progress

1. The District management shall evaluate all permanent bargaining unit members at least once every two (2) years and all probationary bargaining unit members at least annually.

   Permanent employees, who have been employed by the District for at least ten years, are highly qualified, and whose previous evaluation met all standards may be evaluated at least once every five years.

   For purposes of determining the time line of 5 years related to the evaluation of permanent certificated employees under Ed. Code Section 44664, BEA and BUSD agree that the intervening 5 years will be factored by academic year from the year of the last evaluation. For example, if an employee was evaluated in academic year 02-03, then the employee would be scheduled for evaluation in 07-08 and so forth.

2. The evaluator shall be the unit member's immediate supervisor and/or any other management or supervisory employee who is so designated by the District management and agreed upon by unit member.

3. The designated evaluator and the unit member scheduled to be evaluated will meet to determine the evaluation process for the year no later than October 1. This meeting will focus on:

   a. The selection of the two in-depth standards domains, one selected by the staff member being evaluated and the other by the administrator.
   b. The strategies to be used by the administrator for evaluation would include:
      - ✓ A review of the teaching standards.
      - ✓ Expected frequency of walk-through.
      - ✓ The desired lesson observation format.
      - ✓ A tentative schedule of collaborative discussion opportunities regarding the evaluated staff member's progress toward meeting these standards.
   c. a tentative date for an end-of-the-year evaluation conference
   d. a discussion of the types of support available for the staff member being evaluated, i.e., peer mentoring, pre-intern coaches, PAR consultants, staff development opportunities, resource materials, professional literature, networking, etc.

4. Each of the six California Standards for the Teaching Profession –enhanced to meet district needs (see California Standards in APPENDIX D)—will be evaluated using a code of 'E' (Exceeds Standards), "M" (meets standard), 'P' (partially meets standard), and 'U' (unsatisfactory) in accordance with a provided rubric. The administrator will make additional comments/documentation related to the two selected in-depth standards.

5. The evaluation will be based on evidence of meeting standard criteria. (See Certificated Evaluation forms in APPENDICES E - H.)
   Evidence may include:

   - lesson plans
   - student work examples
   - artifacts box
   - observations
   - video of class with teacher and student consent for recording
   - progress towards criterion based tests
   - long-term plans
   - self-study
   - pre- and post- tests
   - professional training implementation

6. A pre-evaluation conference will be conducted with each staff member being evaluated prior to the evaluation deadline. The purpose of this conference is to provide the staff member being evaluated with a draft copy of the administrator's evaluation of the employee to date. The staff member being evaluated will have the opportunity to provide additional evidence, adjustments, and modifications.

7. The final evaluation document will be reviewed and signed by each staff member being evaluated no later than 30 calendar days before the last day of school.

8. The bargaining unit member must sign the evaluation signifying only that the bargaining unit

member has read the document, and has been provided the opportunity of attaching a written response which shall become a permanent attachment to the employee's personnel file.

9. All Extra Curricular positions, including Department Chairs, on the Certificated Extra Duty Salary Schedule will be evaluated annually. All Extra Curricular positions will be evaluated according to the requirements of the job description, and attendance at meetings and school functions. See Extra Duty Evaluation forms in APPENDIX I.

10. A working file may be maintained by the site administrator. Employees may examine the working file at the site if it doesn't interfere with their normal teaching day. Negative or derogatory material in a bargaining unit member's working file shall be destroyed upon request by the unit member after remaining in the file for a period of four (4) years.

11. A personnel file will be maintained at the District Office. Employees may examine the personnel file at the District Office if it does not interfere with their normal teaching day.

    a. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine materials in that unit member's personnel file.

    b. Access to personnel files shall be limited to members of the State, County and the District Administration on a need-to-know basis. Board of Education members may request the review of a unit member's file at an executive session for the entire (quorum) Board of Education. The contents of all personnel files shall be kept confidential.

Article XXI - Peer Assistance and Review Program (PAR)

1. Mandatory Participation:

Through peer Consulting Teachers, this component of the program shall provide intervention to permanent teachers who receive an "unsatisfactory" final evaluation in any one of the six Barstow-enhanced California Standards for the Teaching Profession as provided in the evaluation article of the district Agreement.

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

2. Other Participation:

    a. Teachers receiving "partially meets standards" in two or more of the six domains of the Barstow-enhanced California Standards for the Teaching Profession on their final evaluation in two consecutive evaluations, may be referred to the Peer Assistance and Review Joint Panel (hereafter referred to as "Joint Panel") by the principal for

intervention under this program.

The Joint Panel shall have the authority to accept or reject non-mandatory referrals by principals. Teachers so referred shall have an opportunity to appear before the Joint Panel prior to its determination regarding such a referral. Principal-referred teachers may choose not to participate in the PAR program. If a teacher accepts PAR assistance and approval, participation is mandatory.

b. Permanent teachers who seek to improve their teaching performance may self-refer to the Joint Panel for intervention under this program.

The Joint Panel shall have the authority to accept or reject applications from Self-Referred teachers. Teachers so referred shall have an opportunity to appear before the Joint Panel prior to its determination. The Self-Referred Teacher may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

3. Exclusions:

The Program shall not deal with teachers' employment issues that arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and the Evaluation article of the contractual Agreement.

4. Participating Teachers:

The Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the parties collective bargaining agreement. There are three (3) categories of Participating Teachers.

The evaluation process for any participating teacher shall not be altered as a result of participating in the PAR Program except as negotiated by the parties.

a. Mandated (Referred) Teacher Participants

Permanent unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation in any domain of the Barstow enhanced California Standards for the Teaching Profession as provided in the evaluation article of the district agreement.

The Consulting Teacher shall provide assistance to the Referred Teacher until the Consulting Teacher concludes that the teaching performance of the Referred Teacher is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a recommendation to the Joint Panel. Recommendations will be made at least annually.

The Consulting Teacher shall continue to provide assistance until the Joint Panel acts on the recommendation. The Referred Teacher shall have the right to submit a written response to the final report.

The Referred Participating Teacher shall have the right to present reasons in writing why their specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered.

This article does not expand nor diminish the unit member's ability to grieve an evaluation pursuant to the negotiated contract between the parties.

b. Self-Referred Teacher Participants

The purpose of voluntary participation in the PAR program is to assist permanent unit members who seek to improve their teaching performance. Self-referred teachers may request the Joint Panel to assign a Consulting Teacher to provide peer assistance.
It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Self-Referred Teacher Participant. The Self-Referred Teacher shall indicate area(s) he/she seeks assistance in his/her request. The Self-Referred Teacher may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

All communication between the Consulting Teacher and a Self-Referred Teacher shall be confidential, and without the written consent of the Self-Referred Teacher, shall not be shared with others, including the site principal, the evaluator or the Joint Panel.

c. Principal-referred Non-mandated Teacher Participant:

The purpose of participation in the PAR program as a principal-referred non-mandated teacher participant is to assist permanent unit members who need to improve their teaching performance with a focus on preventing an "unsatisfactory" rating on future evaluations. It is understood that the purpose of such participation is to provide peer assistance and the communication between the Consulting Teacher and principal shall be open. Information shared by the Consulting Teacher may not be utilized in the performance evaluation by the principal. The principal and referred teacher shall jointly indicate area(s) in which he/she needs assistance.

Principal-referred teachers may choose not to participate in the PAR program. If a teacher accepts PAR assistance and approval, participation is mandatory. Information regarding the progress of the referred teacher on the set goals for improvement shall be shared with the principal and Joint Panel. No report is made to the Governing Board as a result of the Consulting Teacher's work.

d. Beginning Teacher Participants

The purpose of participation in the assistance component of the PAR program is to support Beginning Teachers in need of assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession. For beginning unit members this may be the Center for Teacher Innovation (CTI) Program.

It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher/Support Provider shall play no role in the evaluation of the teacher performance of a Beginning Teacher Participant. The evaluation of the Beginning Teacher is the sole responsibility of the site administrator.
The Beginning Teacher shall be defined as:

(1) Fully credentialed 1st or 2nd year teachers (CTI Participants)
(2) Pre-Intern/Intern teachers
(3) Teachers with Emergency Permits
(4) Experienced teachers who are new to the District

Beginning Teachers shall be served on a priority basis determined by district needs. Funds received through the CTI Program, i.e. training and release time, must be used to support fully credentialed first and second year teachers only; however, funds received through the PAR Program may be used to support all beginning teachers as listed above, i.e. stipends for CTI providers, pre-intern/intern coaches, release time, and training.

5. Joint Panel Composition and Selection:

The PAR program is supervised and evaluated by a Joint Panel composed of a majority of certificated classroom teachers chosen to serve by other certificated classroom teachers and administrators chosen to serve by the District, as follows: three administrators selected by the superintendent and four teachers selected by the Association, to include a representative from elementary, middle, and high school levels, and the president or designee. The chair alternates annually between a teacher and an administrator. A Panel year is defined as July 1 - June 30. A Panel Member's term shall be no more than three years. Panel Members must be off the panel for at least one year before being re-selected. For the first year, those selected shall be randomly appointed for two or three year terms.

6. Joint Panel Duties and Responsibilities:

The Joint Panel shall:

- Administer the PAR Program.
- Determine the "Joint Panel" meeting schedule.
- Establish operating rules and procedures
- Participate in any training required to implement the program.
- Select the District Consulting Teachers and outside Consulting Specialists by majority vote.
- Use a consensus model for decision making.

- Accept or reject non-mandatory referrals for intervention from principals and self-referred teachers.
- Meet with Consulting Teachers periodically to approve staff development plans for participating teachers and receive reports.
- Collaborate with other teacher support programs.
- Oversee training of Consulting Teachers.
- Generally meet within the panel's workday, however work outside of the regular workday shall be compensated at the rate negotiated by the parties to implement the program.
- Develop a program budget subject to board approval.
- Evaluate Consulting Teachers and their documentation.
- Monitor the progress of Referred Teacher intervention including making the decision regarding the success of such intervention and so advising the board of education.
- Evaluate annually the impact of the District Peer Assistance and Review Program in order to improve the program including:
    - Number of unsatisfactory evaluation referrals
    - Number of beginning teachers to receive assistance
    - Number of permanent self-referred participants
    - Number of principal-referred non-mandated participants
    - Training needs of Consulting Teachers
    - Training needs of the Joint Panel
    - Release time needed by Consulting Teachers, Joint Committee, and Participating Teacher(s)
    - Compensation for PAR participants as agreed upon in the collective bargaining agreement
    - Administrative costs

- Refrain from participation in discussion and voting on any matter in which he/she has a professional or personal conflict of interest.

All rules and procedures established by the Joint Panel shall be distributed to certificated employees of the District.

7. Panel Recommendations and Decision Making:

The Joint Panel uses a consensus model for decision making. Consensus is defined as five (5) or more affirmative votes.

To conduct an official meeting, at least five of the seven members of the Joint Panel must be present. No action or recommendations shall be voted upon unless at least two association panel members and two district panel members are present.

The Joint Panel shall not act on the Consulting Teachers reports before 10 workdays following receipt of the report to allow a Participating Teacher sufficient time to submit a written response. By written agreement of the Joint Panel and the Participating Teacher, time lines can be extended.

The Joint Panel shall make recommendations to the Governing Board of the District concerning Referred Teachers, including forwarding the names of the Referred Teachers to the Governing Board who after sustained assistance are not able to demonstrate satisfactory improvement. Prior to forwarding a Referred Teacher's name to the Governing Board, the Joint Panel shall receive the assistance provided to the Referred Teacher and shall determine whether or not the Referred Teacher has been afforded "sustained" assistance.

8. Program Operations - Confidentiality:

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

a. In response to subpoena or order of the court
b. The final report may be used by the district in any employment action based upon instructional performance.

9. Duty to Indemnify:

The District shall hold harmless the members of the PAR panel and the consulting teacher for any liability arising out of their participation in this program.

10. Funding:

Not more than 5% of the funds received by the school district for PAR may be expended for administrative costs. It is understood an agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1X (1999, Villariagosa), CTI or successor legislation.

11. District Consulting Teacher Selection

A District Consulting Teacher shall be a permanent certificated unit member who provides assistance to a participating teacher enrolled in the PAR program.

Consulting Teachers shall:

- Possess a clear California teaching credential
- Have successfully taught in the school district for three of the last five years spending at least 60% of a full time position providing classroom instruction to students.
- Demonstrate exemplary teaching ability, including the "Exceeds Standard" rating in the Certificated Teacher Evaluation Form in at least 2 of the CSTPs, and /or has been designated by admin as needing evaluation every 5 years.
- Demonstrate talent in written and oral communications
- Demonstrate leadership ability or potential within her/his profession
- Demonstrate ability to work cooperatively and effectively with other professional staff members.

- Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.
- Be willing to commit to on-going consultant training.

Consulting Teachers shall be selected as follows:

- A notice/announcement of vacancy will be posted and/or distributed.
- Applicants shall submit application form or letter of application.
- Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. At least one letter will be from an immediate supervisor, and one from a teacher.
- Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications.
- Consulting Teachers shall be selected by a consensus vote of the Joint Panel after a minimum of two (2) representatives of the Joint Panel have conducted a classroom observation and interview with each of the finalists after the paper screening. At least one teacher and one administrator shall participate in the classroom observation.

12. Duties and Responsibilities of Consulting Teachers:

Consulting Teachers shall assist Participating Teachers through demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that will support the Participating Teacher.
The PAR Program strongly encourages a collaborative, cooperative relationship between the Consulting Teacher, site administrator, and the Participating Teacher with respect to the process of peer assistance and review.

Consulting Teacher shall:

- Meet with the Participating Teacher and site administrator/evaluator to discuss the PAR Program, establish mutually agreed upon performance goals aligned with pupil learning, and develop the written assistance plan and a process for determining successful completion of the PAR program.
- Conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific immediate feedback.
- Meet regularly for observations/discussions with each participating teacher.
- Conduct model lessons, staff development, and seek appropriate resources as needed, including the use of academic experts.
- Participate in meetings with other district Consulting Teachers.
- Maintain a written log of contacts and specific support given to each Participating Teacher.
- Document all observations, visitations and meetings.
- Submit periodic written reports to the Joint Panel and discuss them with the Participating Teacher.

- Continue to provide assistance until the Joint Panel directs the Consulting Teacher to cease support because it has determined that further assistance will not be productive, or the teaching performance of the Permanent Teacher is unsatisfactory.
- Submit the final report to the Referred Teacher to receive his or her signature to verify delivery and receipt.
- Submit the final report to the Joint Panel within five (5) working days of delivery to the referred teacher.
- Participate in an annual review of the program with the Joint Panel. The Consulting Teacher shall have the right to present reasons in writing why their specific Participating Teacher should be reassigned to another Consulting Teacher and to have those reasons considered.

13. Reports and Meetings with the Joint Panel

The Consulting Teacher shall submit a written report to the Joint Panel on the progress of the Participating Teacher at least mid-year. The final report will be submitted to the Joint Panel at least 45 calendar days before the end of the Participating Teacher's school year.

The Consulting Teacher may provide at any time a written or oral report to the Joint Panel regarding the progress of the referred teacher in the Peer Assistance and Review Program.

The Participating Teacher may respond in writing to the Consulting Teacher's report.

All deliberations of the Joint Panel are confidential. The Joint Panel may request follow-up information.

14. Terms and Conditions (Consultant Teacher Pool):

Those who are selected by the PAR Panel as Consulting Teachers will:

Continue in current assignment until the PAR Panel determines the need for a Consulting Teacher. Identification by the Panel as a consulting teacher is not a guarantee of active assignment.

If assigned, work as a consulting teacher as determined by the panel until the Panel determines the service is no longer needed.

The Consulting Teacher term shall routinely be three (3) years in length with annual performance reviews.
After a three (3) year term a Consulting Teacher must return to the classroom for one (1) year before a reappointment may be made. If the performance of the Consulting Teacher is found to be unsatisfactory at the annual performance review by the Joint Panel, they may remove the Consultant Teacher from this role at that time.

Terms shall be staggered to provide continuity and collegial support among Consulting Teachers. For the inaugural year, terms shall be one (1), two (2), or three (3) years.

After the first year of the PAR Program, a Consulting Teacher shall be eligible for one (1) three (3) year term, and then must serve in the classroom for at least one (1) year, before reapplying for the Consulting Teacher position.

Unexpired Terms - A replacement appointee shall serve the remainder of the former Consulting Teacher's unexpired term.

Consulting Teacher Release and Workload: The Consulting Teacher may serve Participating Teachers on full-time, half-time or built-in release time. The number of participants and available programs and funding shall determine consulting Teacher to Participating Teacher ratios.

Right of Return for Consulting Teachers on Release: Upon the completion of service as a Consulting Teacher, he/she shall be returned to the position that he/she held prior to becoming a Consulting Teacher. If that position no longer exists, he/she shall be provided a similar position at that site that he/she is credentialed to teach.

Extra Duty Pay: The Consulting Teacher shall be compensated at the rate negotiated by the parties for the PAR Program for approved activities outside their contractual workday.

Article XXII - Bargaining Unit Member's Responsibilities For Supervision Of Non-Certificated

Under the immediate direction of the site administrator, bargaining unit members shall plan, supervise and have input into the evaluation of the work of assigned classified or student personnel.

Article XXIII - Bargaining Unit Member Safety

1. The bargaining unit member has a responsibility to refer to the site administrator any student who exhibits belligerent behavior.
   a. Unit members will not be prohibited from writing referrals for student conduct/behavior.
   b. When unforeseen safety situations occur outside outside normal working conditions, which constitute an obvious and immediate danger to the physical well-being and working environment of the unit member, the District will provide guidance that addresses the needs during and/or immediately following the situation, District staff such as a school counselor, administrator, PBIS team, and/or other specialized personnel will provide support.

2. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Principals or immediate supervisors are required (per Education Code 49079) to provide disposition of their paperwork on the matter.

3. As per Education Code 49079, the District has a responsibility to notify teachers of a student who has engaged in a violent act.

4. As used in this Article "within the scope of this employment" shall include any voluntary activities (such as a field trip) provided that the proper procedures and permission were approved prior to the voluntary activity.

5. The District is required to provide periodic updates for safety training and dealing with actual or potential physically violent students.

6. Health Qualified and trained nurses shall be the first bargaining unit member called to provide and conduct necessary specialized health care procedures and screenings.

7. District will provide clean, safe, and well-maintained facilities and grounds with adequate lighting, including those in the hallways and parking lot. Upon notification, the District shall investigate and eliminate or correct any unsafe or hazardous condition as soon as possible.

8. In the event of an infectious disease outbreak, health crisis, or other emergency that affects the District's workforce or requires school closure, the District and the Bargaining Unit will meet in an emergency session at the earliest availability to bargain the impact of safety conditions.

9. Bargaining unit members, whenever possible, shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.

6. Illegal Drug and Alcohol Use

   a. The purpose of this article is to eliminate substance abuse and its effects in the work place. While unit members have certain rights to privacy, involvement with illegal drugs and alcohol can take its toll on job performance and employee safety.
   Unit members must be in a condition to perform their duties safely and efficiently, in the interest of students, fellow workers, and the public as well as themselves. The presence of illegal drugs and alcohol on the job and the influence of these substances on employees during working hours are inconsistent with this objective.

   b. The District shall provide an Employee Assistance Program (EAP). Unit members who think they have an alcohol- or illegal drug-usage problem are urged to voluntarily seek confidential counseling through the EAP.

   c. Unit members shall not be under the influence of or in possession of illegal drugs or alcohol while on District property, at work locations, or while on duty or at sponsored activities. Unit members shall not sell or provide illegal drugs or alcohol to any other employee or to any person while such employee is on duty or subject to being called to duty, nor have their ability to work impaired as a result of the use of illegal drugs or alcohol.

   d. Any unit member reasonably believed to be using illegal drugs or alcohol may be required to submit to urine, blood, breath and/or other designated medical or chemical

tests for evidence of illegal drugs and/or alcohol use. The cost of the tests shall be paid by the District.

c. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that a unit member is under the influence of illegal drugs or alcohol so that the unit member's ability to perform the functions of the job is impaired or so that the unit member's ability to perform his/her job safety is reduced.

d. For example, any of the following, alone or in combination, may constitute reasonable suspicion:
Slurred speech
(2) Alcohol odor on breath
(3) Unsteady walking and movement
(4) An accident involving District property
(5) Serious accident causing injury
(6) Physical altercation
(7) Verbal altercation
(8) Unusual behavior
(9) Possession of illegal drugs or alcohol
(10) Information obtained from a reliable person with personal knowledge
(11) Failure to pass field sobriety test.

Anonymous information shall not constitute the sole basis for reasonable suspicion.

Refusal to submit to the testing when reasonable suspicion exists shall constitute insubordination, which is cause for dismissal.

g. A positive result from an illegal drug and/or alcohol analysis may result in a disciplinary action, up to and including dismissal.

h. Depending upon the circumstances the District, in its sole discretion, may offer the unit member an opportunity to enter into a rehabilitation agreement prior to taking disciplinary action. Unit members entering a rehabilitation program in lieu of discipline shall be required to submit to random testing for up to one (1) year after completion of the program.
Violation of the rehabilitation agreement shall be cause for disciplinary action, up to and including dismissal.

While receiving medical treatment for illegal drug or alcohol abuse, the unit member shall be eligible to apply for sick leave and long-term sick-leave benefits.

Article XXIV - Bargaining Unit Member Travel

1. The District shall pay the prevailing amount per mile for bargaining unit members who are daily assigned by the District to two (2) or more schools.

2. Bargaining unit members shall receive the prevailing amount per mile when using their personal vehicle, providing such use is for official school business and the unit member receives prior authorization from their immediate supervisor and no District car is available.

Article XXV - Physical Examinations

1. A tuberculosis **Risk Assessment** performed by a qualified person holding at least a Registered Nurse (RN) license such as, but not limited to, a California credentialed School Nurse, shall be required of a certificated employee every four (4) years at the District expense.

2. The District may require a certificated employee to submit to a disability-related inquiry or medical examination if it is shown to be ***job-related and consistent with business necessity***. The concept of ***Job-related and consistent with business necessity*** must be based upon the District having "reasonable belief" that is in turn based on objective evidence that indicates one or more of the following circumstances:
   a. An employee's ability to perform essential job functions will be impaired by a medical condition.
   b. An employee will pose a direct threat to themselves or to others.

Article XXVI - In-Service Education

The District reserves the right to administer all in-service education programs of the District.

Article XXVII - Compensation and Benefits

1. Unit members will be paid according to the attached salary schedules in Appendix A.

2. Whenever it is determined that an error has been made in the calculation or reporting in any teacher's payroll or any certificated employee's salary, the District shall, within five (5) working days following Board approval, provide the employee with a statement of the correction and a supplemental payment drawn against available funds. Should the error result in overpayment, said employee shall sign an agreement to set up a payment plan to repay the overpayment amount.

3. Unit members who teach a period outside of their contractual agreement will be paid on the next regularly scheduled pay period following Board approval.

4. Unit members who qualify will continue to receive those benefits which are mandated by state law and set forth in Appendix B.

5. The District will provide for each full-time unit member the amount per year for payments of premiums listed in the benefit schedule Appendix C.

6. Early Retirement Program:

(1) Effective January 1, 2013. The **Early Retirement Program** allows certificated employees an opportunity to work a *specified period of time* in exchange to participate in the District's group medical program (excluding dental and vision) on the same basis as full-time unit members. The *specified period of time* cannot commence until after the 180th day of official retirement. In the event the *specified period of time* (number of work days) is not fulfilled or if employee absences exceed 10% of assigned days, the program will conclude and adjustments will be made to employee duration of benefits on a prorated basis. ***All work to be used as compensation for medical insurance coverage must be completed within one calendar year starting with the 181st day (post retirement).***

(2) During the first 180 days subsequent to the official date of retirement for the participating employee, the employee must maintain their enrollment in the District's plan (either the single or two party plan) and will be responsible for paying the total premium costs (district cap plus employee portion) in order to be eligible to continue that same medical insurance coverage from the 181st day (post-retirement) to a date equal to or less than the age of 65 (D.O.B.).

(3) Eligibility Requirements:

(A) Employed by Barstow Unified School District for at least 10 years.

(B) At least 55 years of age through age 64.

(4) Participating employees may be given specific assignments to complete a special project for the District or may be assigned to serve as a day-to-day or long-term substitute in a position specified by the District. **Participating retirees cannot decline work offerings. However, there is no guarantee of available work.**

(5) The rate of compensation towards payment of medical benefits shall be equivalent to column and step assignment to the employee at the time of retirement. Time worked in excess of the amount necessary to pay the total cost of the medical insurance shall be compensated at the same rate of pay at the Retiree Substitute rate for that position.

Other Options Available:

i. Employee would work for the district paid portion of medical benefits (the district cap) or pay for the district portion of medical benefits (the district cap) in which case the employee would be responsible for paying the employee's portion for medical benefits.

ii. Employee would work for future medical benefits calculated upon the current year's insurance costs with an estimated annual inflation factor, and the employee would be responsible for paying any costs over the current year's insurance costs on a yearly basis if the actual inflation factor is higher than the estimated amount.

iii. Effective January 1, 2013, newly retired former employees who choose not to work for benefits but plan to utilize the District's medical insurance plan (excluding dental and vision) must pay the entire premium costs (district cap plus the employee contribution) and is limited to retirees, and any beneficiary, less than 65 years of age. The medical insurance coverage for the retiree and any beneficiary will stop at the end of the month that the retiree turns 65 years of age regardless of the age of the beneficiary.

(6) All monthly payments due must be paid to the district in advance of the monthly coverage.

Under any option stated above, the medical coverage and the enrollment into the District's medical plan will stop if the full monthly payment due is not paid on a timely manner.

7. District will offer a 12-month pay option salary reserve to employees at the beginning of each school year.

   BEA and BUSD agree to a one-time signing bonus of $2000 for newly hired fully credentialed Special Education, Mathematics, and Science teachers.

   BEA and BUSD agree that certificated employees who work over 75% of a full-time position may receive a full benefit package of health and welfare benefits provided the employee is currently receiving such benefits. After this date, no certificated employee may receive benefits unless he/she is working full-time.

8. All newly hired unit members will be placed at Column 1, Step 1 of the Certificated Salary Schedule. As of the official contract date of the hire, the unit member will be responsible for providing all official teaching experience from their previous employer and official sealed college/university transcripts, coursework, and/or degrees to the Personnel Services office within fifteen (15) working days in order to be considered for any movement on the Certificated Salary Schedule for retroactive pay. After the initial fifteen (15) working days has expired, any official teaching experience and official sealed college/university transcripts, coursework, and/or degrees that are submitted to the Personnel Services office will be considered for movement to the appropriate column and step placement on that date, but will not be considered for any retroactive pay that may result.

9. BUSD will redefine the position of School Nurse (RN), 185 day assignment, as a 195 day assignment and reassign the position of School Nurse (RN) from the Certificated Teacher/Nurse Salary Schedule to the current Certificated Counselors Salary Schedule thus forming the Certificated Counselor/Nurse Salary Schedule to commence with the 2015/2016 school year.

Article XXVIII - Publication Provision

Within 45 days of ratification of the Agreement by both parties herein, the District shall provide copies for all bargaining unit members to be distributed by the Association.

Article XXIX - Working Conditions

1. The District agrees to provide bargaining unit members with typing and duplicating equipment to prepare instructional materials. The District shall provide suitable workrooms for unit members utilization when possible. The District shall provide unit members with the following:

   a. separate desk and file cabinet (does not apply to employees assigned to two or more sites);

   b. suitable storage space and bookcases if requested;

   c. adequate whiteboard space at each facility;

d. teacher editions of texts utilized in the courses taught;

e. suitable space to store coats and other personal articles. A locakable space, such as a drawer or cabinet, with a key, can be provided in the classroom upon request.

f. attendance books, and the unit member shall be provided daily teaching supplies such as, paper, pencils, pens, erasers, dry-erase markers, whiteboard erasers, electric pencil sharpener, and other material necessary to their daily assignment.

g. Each unit member shall be provided with an e-mail address, to be used in accordance with Board Policy and the Internet User's Agreement.

h. a laptop with wifi capacity, audio and video components, including web camera and microphone, functional class video or internet presentation equipment;

i. access to a working printer or central copier that are kept in working order. Repair issues shall be handled in a timely manner.

j. The District shall provide adequate training for teachers to utilize the electronic attendance accounting system.

k. The District shall provide each unit member with district approved legally purchased and licensed software for each computer workstation and/or network necessary for the support of educational programs provided by the District, such as programs for classroom management, student data, attendance, grading, record keeping, curriculum-based software, and other software tools to support instruction.

2. The District shall provide adequate lunchroom and restroom facilities for staff use and when possible designate one room as the staff lounge. At some schools, the lunchroom and staff lounge may be used as both. Rules governing the use of the lounge shall be mutually agreed upon by the site administrator and staff.

3. Private telephone facilities for unit members shall be provided to ensure confidentiality for school related business and emergencies.

4. Adequate off-street parking facilities for unit members shall be provided.

5. Unit members shall be required to report unsafe conditions to their supervisors immediately.

6. District management will follow all Federal, State, and District regulations relative to IEPS participation and mainstreaming of special needs students. Any special equipment, resources, or care unique to the special needs student will be specified with identified personnel responsible for services, prior to inclusion in regular and special education classes.

7. Unit members who are nurses, speech therapists, band teachers, and counselors shall be provided a "home base" that is quiet, well lit and has proper ventilation, heating and cooling. They shall also be provided with a secure file cabinet, storage space for materials and access to a telephone.

8. The District and BEA agree that the work of abolished or reduced bargaining unit positions shall not be transferred out of the bargaining unit to management/confidential employees, classified employees, students, volunteers, or outside contractors or individuals.

9. To limit the amount of disturbances and interruptions for unit members during working hours prior notification of maintenance, custodial, and construction work related to their classroom will be given, where practicable. Intercommunication systems for a given site will maintain a regular schedule with the exception of emergencies.

Article XXX - Temporary Bargaining Unit Members

1. Unit Members who are employed on temporary contract for a specific period of time, not to exceed one year, are subject to the following conditions:

   a. Such unit member shall be entitled to all the benefits provided in this Agreement for the duration of the temporary contract.

   b. Such unit member shall be paid the same manner and in the same amount equivalent for this contract for the duration of the temporary contract.

   c. A temporary unit member shall be given consideration for a position for which he is credentialed, competent, and qualified.

   d. A temporary unit member will be credited with a full year's experience if he/she has been employed for seventy-five (75%) percent of the preceding school year.

Article XXXI - Disciplinary Procedures

1. The District shall have the right to warn, reprimand, discipline or suspend with or without pay for just cause. Just cause shall mean such cause as shall constitute sufficient reason to take an action to meet the needs of a given situation. The action must be appropriate and reasonable given the totality of the circumstances. The unit member must have fair notice and action shall in no way affront due process.

2. The District agrees to adhere to progressive discipline and remediation under normal circumstances. Progressive discipline shall include notification, verbal warning(s), written warning(s), written reprimand(s) and suspension, with or without pay. Nothing shall preclude the District from assessing any form of discipline provided that it is consistent with the definition of just cause as defined above.

3. A unit member shall be given notice and reasonable amount of time to respond in writing before derogatory information is placed in his/her personnel file. Submission of a written rebuttal shall not be deemed to be a waiver of the unit member's right to submit a complaint pursuant to applicable Board Policy.

4. Unit members may be suspended for cause for up to fifteen (15) days in any school year, with or without pay. Reasons for suspensions shall include, but not be limited to, insubordination, failure to perform assigned duties, unprofessional conduct, excessive absenteeism or tardiness or for causes set forth in Ed. Code 44932.

5. Suspensions without pay shall be deferred pending exhaustion of the administrative appeal as provided herein, except in circumstances where the District believes that the unit member's conduct may constitute a hazard or clearly involve obvious dishonesty or gross misconduct, in which case the discipline may be immediate with a written notice given following said action which will contain the statement of the nature and reason(s) for the disciplinary action.

6. The District shall give written notice to the unit member and the Association of the intent to suspend prior to the action being taken except as described in paragraph 5 above. The Notice shall include the intended action, a statement of charges, a statement of the particular facts upon which the charges are based, the effective date(s) of the intended action and a statement of the unit member's right to appeal the proposed suspension to the superintendent or his/her designee. The unit member will have ten days to appeal to the Superintendent or his/her designee.

7. Following the Superintendent's or his/her designee's receipt of the unit member's intent to appeal, a meeting will be held within five (5) days. Within five (5) days following the appeal meeting, the unit member and Association shall be given written notice of the Superintendent's or his/her designee's determination. If the appeal to the superintendent or his/her designee does not resolve within five (5) days of the receipt of the appeal, the unit member may request that the issue be sent to arbitration, pursuant to expeditious arbitration of the Grievance Procedure, Article X.

8. In the expeditious Arbitration, it is agreed that there shall be no court reporter, no transcript made of the proceedings, no post-hearing briefs and the arbitrator will be required to issue a brief summary of the findings of fact and award a decision within forty-eight (48) hours of the hearing.

9. It is understood that the unit member shall have the right to Association representation at all levels of the process. It is also understood that this procedure does not preclude the District from suspending/discharging unit members pursuant to the California Education Code.

Article XXXII - Support of Agreement

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

Article XXXIII - Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State Law.

Article XXXIV - Completion of Meet and Negotiation

1. The Board of Trustees and the Association acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement.

2. The written provisions of this Agreement constitute the whole and entire agreement (including all understanding) between the parties concerning any and all matters within the scope of collective bargaining.

Article XXXV – Severability

1. If any provision of this Agreement is rendered invalid due to mandated changes in laws, rules and regulation or by orders of a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by laws, but all other provisions will continue in full force and effect.

2. In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days for the sole purpose of arriving at a mutually satisfactory replacement of such article or section.

APPENDICES

Certificated Salary Schedules	*Appendix A*
State Mandated Benefits	*Appendix B*
Health & Welfare Benefits	*Appendix C*
California Standards for the Teaching Profession	*Appendix D*
Certificated Evaluation Form (Teacher)	*Appendix E*
Certificated Evaluation Form (Counselor)	*Appendix F*
Certificated Evaluation Form (School Nurse)	*Appendix G*
Certificated Evaluation Form (Speech Therapist)	*Appendix H*
Extra Duty Evaluation Forms	*Appendix I*

Appendix A

BARSTOW UNIFIED SCHOOL DISTRICT
Your Best Choice for Academic Success

Barstow Unified School District

Certificated Teacher Salary Schedule

185 Days / 7 Hours

Board Approval: 10/24/2023

7% Retro Eff: 07/01/2023

Step	I Bachelors	II Bachelors plus 15	III Bachelors plus 30 or Credential	IV Bachelors+45+ Credential or Masters+Credential	V Bachelors plus 60 plus Masters plus Credential
1	$57,952	$59,896	$61,907	$63,983	$66,131
2	$59,896	$61,907	$63,983	$66,131	$68,351
3	$61,907	$63,983	$66,131	$68,351	$70,644
4	$63,983	$66,131	$68,351	$70,644	$73,015
5			$70,644	$73,015	$75,464
6			$73,015	$75,464	$77,997
7			$75,464	$77,997	$80,615
8			$77,997	$80,615	$83,320
9			$80,615	$83,320	$86,114
10			$83,320	$86,114	$89,006
11				$89,006	$91,992
12				$91,992	$95,080
13				$95,080	$98,269
14					$101,568
15					$104,974
16					$108,499
17					$112,138
18				$98,269	$115,905
23					$120,830
28					$125,965

Column I Bachelor's Degree and required credential from an accredited institution Column II Bachelor's Degree plus 15 upper division or graduate units
Column III Bachelor's Degree plus 30 upper division or graduate units or required credential
Column IV Bachelor's Degree plus 45 upper division or graduate uints or Master's Degree and required credential Column V Bachelor's Degree plus 60 upper division or graduate units including Master's Degree and required credential

DAILY RATE: DOCTORATE: Daily rate of pay based on 185 duty days.
EXPERIENCE: An additional $150 per month (retro to 7/1/2023) for earned Doctorate from an accredited college or university. Verified experience credit up to 7 years –
LONGEVITY: Refer to Article XXVII, Section 3 of BEA contract regarding step placement
Longevity step for 18 years of service--Column IV. Longevity steps for 23 and 28 years of service–Column V

Appendix A

BARSTOW UNIFIED SCHOOL DISTRICT
Your Best Choice for Academic Success

Barstow Unified School District

Certificated Counselor/Nurse Salary Schedule

195 Days / 7 Hours

Board Approval: 10/24/2023

7% Retro Eff: 07/01/2023

Step	I Bachelors	II Bachelors plus 15	III Bachelors plus 30 or Credential	IV Bachelors+45+ Credential or Masters+Credential	V Bachelors plus 60 plus Masters plus Credential
1	$61,085	$63,133	$65,251	$67,442	$69,706
2	$63,133	$65,251	$67,442	$69,706	$72,045
3	$65,251	$67,442	$69,706	$72,045	$74,463
4	$67,442	$69,706	$72,045	$74,463	$76,960
5			$74,463	$76,960	$79,541
6			$76,960	$79,541	$82,212
7			$79,541	$82,212	$84,971
8			$82,212	$84,971	$87,826
9			$84,971	$87,826	$90,769
10			$87,826	$90,769	$93,817
11				$93,817	$96,962
12				$96,962	$100,220
13				$100,220	$103,581
14					$107,058
15					$110,650
16					$114,365
17					$118,201
18				$103,581	$123,725
23					$128,984
28					$134,466

Column I Bachelor's Degree and required credential from an accredited institution Column II Bachelor's Degree plus 15 upper division or graduate units
Column III Bachelor's Degree plus 30 upper division or graduate units or required credential
Column IV Bachelor's Degree plus 45 upper division or graduate uints or Master's Degree and required credential Column V Bachelor's Degree plus 60 upper division or graduate units including Master's Degree and required credential

DAILY RATE: DOCTORATE: Daily rate of pay based on 195 duty days.
EXPERIENCE: An additional $150 per month (retro to 7/1/2023) for earned Doctorate from an accredited college or university. Verified experience credit up to 7 years ~
LONGEVITY: Refer to Article XXVII, Section 3 of BEA contract regarding step placement
Longevity step for 18 years of service--Column IV. Longevity steps for 23 and 28 years of service--Column V

Appendix A

Barstow Unified School District

Certificated Speech Therapist Salary Schedule

197 Days / 7.5 Hours

Board Approval:

Retro Eff: 07/01/2023

Step	I Bachelors	II Bachelors plus 15	III Bachelors plus 30 or Credential	IV Bachelors+45+ Credential or Masters+Credential	V Bachelors plus 60 plus Masters plus Credential
1	$68,097	$70,382	$72,744	$75,187	$77,708
2	$70,382	$72,744	$75,187	$77,708	$80,317
3	$72,744	$75,187	$77,708	$80,317	$83,013
4	$75,187	$77,708	$80,317	$83,013	$85,799
5			$83,013	$85,799	$88,677
6			$85,799	$88,677	$91,650
7			$88,677	$91,650	$94,726
8			$91,650	$94,726	$97,908
9			$94,726	$97,908	$101,191
10			$97,908	$101,191	$104,588
11				$104,588	$108,097
12				$108,097	$111,726
13				$111,726	$115,474
14					$119,350
15					$123,355
16					$127,495
17					$131,771
18				$115,474	$136,194
23					$141,982
28					$148,014

Column I Bachelor's Degree and required credential from an accredited institution Column II Bachelor's Degree plus 15 upper division or graduate units
Column III Bachelor's Degree plus 30 upper division or graduate units or required credential
Column IV Bachelor's Degree plus 45 upper division or graduate uints or Master's Degree and required credential Column V Bachelor's Degree plus 60 upper division or graduate units including Master's Degree and required credential

DAILY RATE: DOCTORATE: Daily rate of pay based on 197 duty days.
EXPERIENCE: An additional $150 per month for earned Doctorate from an accredited college or university. Verified experience credit up to 7 years ~
LONGEVITY: Refer to Article XXVII, Section 3 of BEA contract regarding step placement
Longevity step for 18 years of service--Column IV. Longevity steps for 23 and 28 years of service--Column V

Appendix A

Barstow Unified School District

Designated Subjects/Career Technical Education (CTE)

Salary Schedule/Hourly Pay Rate
185 Days / 7 Hours

Retro Eff: 07/01/2023 *Board Approval:*

Step	Column I Preliminary or Clear Designated Subjects	Column II Associates + Clear Designated Subjects	Column III Bachelors + Clear Designated Subjects	Column IV Masters + Clear Designated Subjects
1	$38.34	$39.49	$41.85	$43.05
2	$42.60	$43.87	$46.50	$47.82
3	$45.42	$46.79	$48.05	$49.41
4	$47.13	$48.55	$49.61	$51.01
5	$49.69	$50.35	$51.47	$52.91
6		$51.18	$52.40	$53.87
7			$54.26	$54.88
8				$55.79
9				
10				

Appendix A

BARSTOW UNIFIED SCHOOL DISTRICT

Certificated Stipend Schedule

ATHLETICS	Step 1	Step 2	Step 3	Step 4	Step 5
Athletics I (High School Head Coaches with at least a Varsity/JV program,, Athletic Director, Athletic Trainer, HS Cheer)	$3,098	$3,485	$3,873	$4,260	$4,648
Athletics 1(a) (High School Head Coach of a Varsity only program)	$2,478	$2,788	$3,098	$3,408	$3,718
Athletics II (High School Assistant Coaches, with at least Varsity /JV, Middle School Athletic Director)	$1,936	$2,323	$2,710	$3,098	$3,485
Athletics III (High School Assistant Coaches of a Varsity only program)	$1,162	$1,549	$1,936	$2,323	$2,710
Athletics IV (Middle School Coaches)-Central High School Coaches	$774	$1,162	$1,549	$1,936	$2,323
EXTRA DUTY	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Extra Duty I High School Band Director	$3,098	$3,485	$3,873	$4,260	$4,648
Extra Duty II High School Annual, High School ASB, Middle School Band Director, Science Fair Coordinator, HS Choir Director, HS Auxiliary Units (Colorguard HS Band),	$1,936	$2,323	$2,710	$3,098	$3,485
Extra Duty III Drama, HS Mock Trial, HS Academic Decathlon, HS Forensic, Newspaper, MS Pentathlon, MS Annual Sponsor, MS Student Government Sponsor, MS Renaissance Advisor, Central High School ASB, MS Choir Director, MS Flag/Drill Team	$1,162	$1,549	$1,936	$2,323	$2,710

Extra Duty IV **HS Class Sponsor, Junior and Senior Class, MS Cheer, HS Percussion Coach**		$774	$1,162	$1,549	$1,936	$2,323

In the event that High School Varsity Athletics teams make it to CIF Playoffs, an additional stipend will be awarded to coaches to compensate for the extension of season corresponding to the number of rounds of the extension.

CIF Bonuses	Head Coach	Asst. Coaches
CIF Round 1	$300	$200
CIF Round 2	$600	$400
CIF Round 3	$900	$600
CIF Round 4 +	$1,200	$800

Department Chair Stipends

Number of Sections in Department (per semester)	Yearly Stipend Amount
50 or more	$2,200.00
40 – 49	$1,980.00
30 – 39	$1,650.00
20 – 29	$1,320.00
0 -19	$935.00

Miscellaneous Stipend Schedule

Stipend Position	Yearly Stipend Amount
Education Technology Specialist	$1,650.00
Elementary Yearly Stipend Position (not specified)?	$990.00
English Learner (EL) Coordinator	$990.00
Parent Involvement Coordinator	$990.00

Science Coordinator	$990.00
Student Study Team (SST) Coordinator	$1650.00
Testing Coordinator (CAASPP)	$1,650.00
Sports/Activity	As listed in the Athletics Extra Duty Salary Schedule

Certificated Extra Duty Hourly Rates

Period Sub, Split Classes, Summer School	**Per Diem Rate**
All other hourly timecards (including but not limited to Professional Development, After School Intervention, Staff Development, Staff Prep, or Saturday School)	**$50.00 per hour**

Appendix A

The Extra Duty Salary Schedule, Department Chair Stipend Schedule, and the Miscellaneous Stipend Schedule are added to the annual salary and excludes any further daily pay for extra days of service. Equivalent experience credit in the same position up to one increment will be allowed staff members who entered the school system with experience. Current staff members will receive credit up to 2 increments for prior local district or outside experience. The varsity football coaches will receive up to three (3) increments for prior local district or outside experience.

Appendix B

This appendix is left intentionally blank.

Appendix C

The District paid portion of health and welfare benefits for bargaining unit members are as follows (yearly basis);

Single	Single with Children	Two-Party	Family
$9,283.14	$15,602.82	$16,212.90	$22,897.64

If permitted by the District approved benefits provider, bargaining unit members may elect to opt-out of the Health Benefits coverage so long as members electing to opt-out execute a waiver and provide evidence of insurance under other group health plan. Bargaining unit members electing to opt-out will receive free (no out-of- pocket expense) dental, vision, and life coverage as well as the dental, vision, and life insurance coverage will receive a $1,000.00 to be paid out via monthly $100.00 installments (10 months).

*The parties agree that any future negotiated changes to Article XXVII (Salary Schedules & Health and Welfare benefits) will be effective no sooner than July 1, 2023.

Appendix D

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD ONE: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	STANDARD TWO: CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
1.1 Connecting students' prior knowledge, life experience, and interests with learning goals	2.1 Creating a physical environment that engages all students
1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs	2.2 Establishing a climate that promotes fairness and respect
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice	2.3 Promoting social development and group responsibility
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful	2.4 Establishing and maintaining standards for student behavior
1.5 Promoting self-directed, reflective learning for all students	2.5 Planning and implementing classroom procedures and routines that support student learning
	2.6 Using instructional time effectively

STANDARD THREE: UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	STANDARD FOUR: PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
3.1 Demonstrating knowledge of subject matter content and student development	4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs
3.2 Organizing curriculum to support student understanding of subject matter	4.2 Establishing and articulating goals for student learning
3.3 Interrelating ideas and information within and across subject matter areas	4.3 Developing and sequencing instructional activities and materials for student learning
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter	4.4 Designing short-term and long-term plans to foster student learning
3.5 Using materials, resources, and technologies to make subject matter accessible to students	4.5 Modifying instructional plans to adjust for student needs

STANDARD FIVE: ASSESSING STUDENT LEARNING	STANDARD SIX: DEVELOPING AS A PROFESSIONAL EDUCATOR
5.1 Establishing and communicating learning goals for all students	6.1 Reflecting on teaching practice and planning professional development
5.2 Collecting and using multiple sources of information to assess student learning	6.2 Establishing professional goals and pursuing opportunities to grow professionally
5.3 Involving and guiding all students in assessing their own learning	6.3 Working with communities to improve professional practice
5.4 Using the results of assessments to guide instruction	6.4 Working with families to improve professional practice
5.5 Communicating with students, families, and other audiences about student progress	6.5 Working with colleagues to improve professional practice

California Standards for the Teaching Profession

Appendix E

Barstow Unified School District
CERTIFICATED TEACHER EVALUATION

Employee: _____ **School Year:** _____

School: _____ **Evaluator:** _____

Date of Planning Conference: _____ **Dates of Observation(s):** _____ _____ **Date of Mid-Year Conference: (Optional)** _____ **Date of Final Conference:** _____

Status: Pre-Intern Intern Temporary Probationary Probationary II Permanent

Referred to PAR: Mandatory Non-Mandatory Referred Self Referral

In-depth Standards: (Circle) **I II III IV V VI**

Rating: E = Exceeds Standards **M** = Meets Standards **P** = Partially Meets Standards **U** = Unsatisfactory
(P and/or U requires justification)

Evaluator Comments:	**Employee Comments:**

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

I acknowledge that I have seen this evaluation. I understand that my signature does not necessarily mean that I agree with all of the ratings in this evaluation. A copy of this document will be placed in your personnel file after 10 days. You may prepare a response which will be attached to this document.

Copy 1 - Personnel Copy 2 - Employee Copy 3 - Evaluator

STANDARD I – Engaging and Supporting All Students in Learning	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Use knowledge of students to engage them in learning		
• Connect learning to students' prior knowledge, backgrounds, life experiences, and interests		
• Connect subject matter to meaningful, real-life contexts		
• Use a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs		
• Promote critical thinking through inquiry, problem solving, and reflection		
• Monitor student learning and adjust instruction while teaching		

STANDARD II - Creating and Maintaining Effective Environments for Student Learning	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Promote social development and responsibility within a caring community where each student is treated fairly and respectfully		
• Create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students		
• Establish and maintain learning environments that are physically, intellectually, and emotionally safe		
• Create a rigorous learning environment with high expectations and appropriate support for all students		
• Develop, communicate and maintain high standards for individual and group behavior		
• Employ classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn		
• Use instructional time to optimize learning		

STANDARD III - Understanding and Organizing Subject Matter for Student Learning	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Demonstrate knowledge of subject matter, academic content standards and curriculum frameworks		
• Apply knowledge of student development and proficiencies to ensure student understanding of subject matter		
• Organize curriculum to facilitate student understanding of the subject matter		
• Utilize instructional strategies that are appropriate to the subject matter		
• Use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials to make subject matter accessible to all students		
• Address the needs of English learners and students with special needs to provide equitable access to the content		

STANDARD IV - Planning Instruction and Designing Learning Experiences for All Students	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Use knowledge of students' academic readiness, language proficiency, cultural background and individual development plan instruction		
• Establish and articulate goals for student learning		
• Develop and sequence long-term and short-term instructional plans to support student learning		
• Plan instruction that incorporates appropriate strategies to meet the learning needs of all students		
• Adapt instructional plans and curriculum materials to meet the assessed learning needs of all students		

STANDARD V – Assessing Students for Learning	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Apply knowledge of the purposes, characteristics, and uses of different types of assessments		
• Collect and analyze assessment data from a variety of sources to inform instruction		
• Review data, both individually and with colleagues, to monitor student learning		
• Use assessment data to establish learning goals and to plan, differentiate, and modify instruction		
• Involve all students in self-assessment, goal setting, and monitoring progress		
• Use available technologies to assist in assessment, analysis, and communication of student learning		
• Use assessment information to share timely and comprehensible feedback with students and their families		

STANDARD VI - Developing as a Professional Educator	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Reflect on teaching practice in support of student learning		
• Establish professional goals and engage in continuous and purposeful professional growth and development		
• Collaborate with colleagues and the broader professional community to support teacher and student learning		
• Work with families to support student learning		
• Engage local communities in support of the instructional program		
• Manage professional responsibilities to maintain motivation and commitment to all students		
• Demonstrate professional responsibility, integrity, and ethical conduct		

Appendix F

Barstow Unified School District
CERTIFICATED COUNSELOR EVALUATION

Employee: _____ **School Year:** _____

School: _____ **Evaluator:** _____

Date of Planning Conference: _____ Dates of Observation(s): _____ _____ Date of Mid-Year Conference: (Optional) _____ Date of Final Conference: _____

Status: Pre-Intern ☐ Intern ☐ Temporary ☐ Probationary ☐ Probationary II ☐ Permanent ☐

Referred to PAR: Mandatory ☐ Non-Mandatory Referred ☐ Self Referral ☐

In-depth Standards: (Circle) **I II III IV V VI**

Rating: **E** = Exceeds Standards **M** = Meets Standards **P** = Partially Meets Standards **U** = Unsatisfactory
(P and/or U requires justification)

Evaluator Comments:	**Employee Comments:**

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

I acknowledge that I have seen this evaluation. I understand that my signature does not necessarily mean that I agree with all of the ratings in this evaluation. A copy of this document will be placed in your personnel file after 10 days. You may prepare a response which will be attached to this document.

STANDARD I – Engaging and Supporting All Students In Learning	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• The counselor follows district/state/federal guidelines to provide support services		
• Use a variety of counseling strategies and resources to respond to students' diverse needs		
• Counselor maintains records on each pupil within their assigned caseload		
• Counselor has established and follows written criteria for evaluation of pupil needs		
• Engage students in problem solving, critical thinking as related to academic, career, personal, and social development		
STANDARD II - Creating and Maintaining Effective Environments for Student Learning	**Rating**	**EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS**
• The counselor utilizes a variety of support service strategies		
• Knowledge of assessments to meet pupil's needs and/or skill levels		
• The counselor states to the pupil the purposes for the support service contact		
• The counselor selects materials that are appropriate to meet student needs		
• The counselor provides feedback to pupils as appropriate		

STANDARD III - Understanding and Organizing Subject Matter for Student Learning	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Demonstrate knowledge of counseling techniques as related to student development		
• The counselor individualizes and/or groups when and where appropriate to meet the needs of pupils		
• Use materials, resources and technologies to make subject matter accessible to students		

STANDARD IV - Planning Instruction and Designing Learning Experiences for All Students	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Draw on and value students' backgrounds, interests and developmental learning needs		
• Establish and articulate counseling goals for student learning		
• Communicates to faculty and parents the need for support service contact		
• Communicates to faculty and parents the needs and skills levels of the pupil		
• Demonstrates knowledge of and appropriate referrals for student support services		
• Provides consultation services as appropriate and/or assists staff in providing a suitable learning environment		

STANDARD V – Assessing Students for Learning	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Establish collaboratively and communicate goals for all students		
• Collect and use multiple sources of information appropriate to guidance counseling to assess and design student learning		
• Involve and guide students in assessing their own learning		
• Knowledge of Federal, State and local assessments		
• Communicate with students, families and other audiences about student progress		

STANDARD VI - Developing as a Professional Educator	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Establish professional goals and pursue opportunities for professional growth (i.e., conferences, seminars, course work, trainings, etc.)		
• Work with communities to improve professional practice		
• Work with families to impact the school improvement process		
• Work with colleagues and administrators to improve professional practice		
• Comply with district established rules, regulations, policies, contracts and laws		

Appendix G

Barstow Unified School District
CERTIFICATED SCHOOL NURSE EVALUATION

Employee: _____ **School Year:** _____

School: _____ **Evaluator:** _____

Date of Planning **Conference:** _____ **Dates of Observation(s):** _____ _____ **Date of Mid-Year Conference: (Optional)** _____ **Date of Final Conference:** _____

Status: Pre-Intern Intern Temporary Probationary Probationary II Permanent

Referred to PAR: Mandatory Non-Mandatory Referred Self Referral

In-depth Standards: (Circle) **I II III IV V VI**

Rating: **E**= Exceeds Standard **M** = Meets Standards **P** = Partially Meets Standards **U** = Unsatisfactory
(P and/or U requires justification)

Evaluator Comments:	Employee Comments:

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

I acknowledge that I have seen this evaluation. I understand that my signature does not necessarily mean that I agree with all of the ratings in this evaluation. A copy of this document will be placed in your personnel file after 10 days. You may prepare a response which will be attached to this document.

STANDARD I - Assessment	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Provides effective individual crisis assessment regarding communicable disease and case finding		
• Provides effective individual assessment regarding students emotional and mental health		
• Provides effective assessments regarding neurological evaluations		
• Provides effective assessment of the student's ability to cope		
• Provides case management activities and develops a plan of care to promote student's health care.		

STANDARD II - Consultation	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Facilitates effective communication with students, parents, staff and community		
• Maintains and promotes confidentiality related to mandates		
• Facilitates and responds to requests for consultations and observations		
• Uses materials, resources and technologies to make health education accessible to promote personal responsibility for a healthy lifestyle		
• Establishes self and contributes professional expertise and knowledge on committees as directed		
• Provides consultation, testing, and individualized health education plan development associated with special education students		

• Able to identify at risk students and provide counseling services targeted to specific needs and refers to appropriate services as identified		

STANDARD III - Direct Services	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Establishes professional goals and pursues opportunities to grow professionally		
• Meets mandated screening requirements in a timely manner including follow up recording and generating required reports		
• Communicates with students, families, social workers, psychologists, paraprofessionals and community agencies regarding student needs protecting confidentiality and records		
• Demonstrates competency with a wide range of specialized health care procedures		
• The nurse effectively administers first aid to the injured or ill student		
• Maintains compliance with immunization/medication requirements and administration procedures		

STANDARD IV - Liaison	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Functions to assist the classroom teacher in preparing specific health lesson plans		
• Works with colleagues to improve professional practice consistent with current trends in nursing theories and techniques		
• Works to reduce barriers to health care. Has knowledge of and a network of resources for appropriate referral on-site, in the district and community regarding health issues		

STANDARD V - Organization and Documentation	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Maintains accurate documentation and records		
• Uses school nurse time effectively		
• Creates a safe health office environment that engages all students		

Appendix H

Barstow Unified School District
CERTIFICATED SPEECH PATHOLOGIST EVALUATION

Employee: _____ **School Year:** _____

School: _____ **Evaluator:** _____

Date of Planning **Conference:** _____

Dates of Observation(s): _____ _____

Date of Mid-Year Conference: (Optional) _____

Date of Final Conference: _____

Status: Pre-Intern_____ Intern _____ Temporary _____ Probationary_____ Probationary II_____ Permanent ____

Referred to PAR: Mandatory _____ Non-Mandatory Referred _____ Self-Referral _____

In-depth Standards: (Circle) **I II III IV V VI**

Rating: E = Exceeds Standards **M** = Meets Standards **P** = Partially Meets Standards **U** = Unsatisfactory
(P and/or U requires justification)

Evaluator Comments:	Employee Comments:

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

I acknowledge that I have seen this evaluation. I understand that my signature does not necessarily mean that I agree with all of the ratings in this evaluation. A copy of this document will be placed in your personnel file after 10 days. You may prepare a response which will be attached to this document.

STANDARD I – Engaging and supporting all students in learning	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Connect students' prior knowledge, life experience, and interests with IEP learning goals that are integrated with the accepted therapy standards		
• Use a variety of instructional strategies and resources to respond to students' diverse needs		
• Facilitate learning experiences that promote autonomy, interaction, and choice		
• Engage students in problem solving, critical thinking and other activities that make therapy meaningful		
• Promote self-directed, reflective learning for all students		

STANDARD II - Creating and maintaining effective environments for student learning	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Create a physical environment that engages all students given the space provided		
• Establish a climate that promotes fairness and respect		
• Promote social development and group responsibility		
• Establish and maintain standards for student behavior		
• Plan and implement therapy sessions and routines that support student success		
• Use instructional time effectively		

STANDARD III - Understanding and organizing subject matter for student learning	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Demonstrate knowledge of therapy content and student development		
• Adapt and organize therapy to support student understanding as it pertains to goals and benchmarks		
• Interrelate ideas and information within and across therapy areas as it pertains to goals and benchmarks		
• Develop student understanding through intervention strategies that are appropriate to the therapy		
• Use materials, resources, and technologies to make therapy meaningful to students		

STANDARD IV - Planning instruction and designing learning experiences for all students	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Draw on and value students= backgrounds, interests, and developmental learning needs		
• Establish and articulate goals for student learning based on language development.		
• Develop and sequence instruction, activities, and materials for student learning		
• Design short-term and long-term plans to foster student learning		
• Modify instructional plans to adjust for student needs		

STANDARD V - Assessing student learning	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Establish and communicate IEP goals for all students		
• Collect and use multiple sources of information to assess student learning		
• Involve and guide students in assessing their own learning		
• Use the results of assessments to guide therapy		
• Communicate with students, families and other audiences about student progress		
• Progress students toward IEP goals		

STANDARD VI - Developing as a professional educator	Rating	EVIDENCE/ RECOMMENDATIONS/ COMMENDATIONS
• Establish professional goals and pursue opportunities to grow professionally		
• Work with communities to improve professional practice		
• Work with families to improve professional practice		
• Work with colleagues and administrators to improve professional practice		
• Comply with district established rules, regulations, policies, contracts, laws, and special education procedures		
• Reflect on teaching practice and planning professional development		

Appendix I

Barstow Unified School District

Evaluation for Extra Duty Assignments

Name:_____ Assignment: _____ Date:_____

School:_____ Classified ☐ Certificated ☐ Walk-On ☐ Volunteer ☐

AREA OF EVALUATION:	Meets Expectations	Does Not Meet Expectations	Not Applicable
A. Administration			
1. Care of Equipment (issuing, inventory, cleaning)	_____	_____	_____
2. Organization of staff/students	_____	_____	_____
3. Adherence to district and school philosophy and policies.	_____	_____	_____
4. Supervision of staff/students/activities	_____	_____	_____
B. Skill			
1. Knowledge of fundamentals	_____	_____	_____
2. Presentation of fundamentals	_____	_____	_____
C. Relationships			
1. Enthusiasm			
a. For working with students	_____	_____	_____
b. For working with staff	_____	_____	_____
c. For working with parents	_____	_____	_____
2. Discipline			
a. Fair and consistent	_____	_____	_____
3. Communication			
a. Individual (one on one)	_____	_____	_____
b. Group/class/team/department	_____	_____	_____
c. Administration	_____	_____	_____
d. Parents	_____	_____	_____
D. Performance of Duties			
1. Attendance at school, meetings and sponsored activities	_____	_____	_____
2. Performance of duties required by position	_____	_____	_____
3. Attitude/conduct	_____	_____	_____
4. Meeting deadlines and timelines	_____	_____	_____
5. Record keeping	_____	_____	_____
E. Training and Experience			
1. Knowledge of curriculum/content relevant to duty	_____	_____	_____
2. Current on issues and training relating to position	_____	_____	_____

Comments: _____

_____

Principal or Administrative Designee has evaluated the candidate. Date completed ——————————

Recommendation to rehire: Yes D No D

SIGNATURES: Coach_____ Date_____ Athletic Director_____ Date:_____

Site Administrator/Designee ——————————————— Date_____