

**AGREEMENT BETWEEN**

**THE BENNETT VALLEY UNION SCHOOL DISTRICT**

**AND**

**THE BENNETT VALLEY TEACHERS ASSOCIATION/CTA/NEA**

July 1, 2022 through June 30, 2025



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## **AGREEMENT | ARTICLE I**

- 1.1 The Articles and provisions contained herein constitute a binding agreement ("Agreement") by and between the Governing Board of the Bennett Valley Union School District ("Board") and the Bennett Valley Teachers Association/CTA/NEA ("Association"), an employee organization.
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Governing Code ("Act").
- 1.3 This agreement shall remain in full force and effect upon ratification by the Board and the Association until June 30, 2025. Negotiations are closed for 2022-23 and 2023-24. For 2024-25, the parties may open on salary, benefits, and up to one (1) additional article each.
- 1.4 Bankruptcy Prevention Plan - Financial solvency is important to all of us in the district. It is a goal of both the Board and the Association that the district budget meet State and County guidelines for reserves designated for economic uncertainty. Should the district's reserve designated for economic uncertainty be in danger of not meeting these guidelines, the Interest Based Bargaining Team will reconvene to brainstorm and recommend a course of action.

## **RECOGNITION | ARTICLE II**

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees of the Board (permanent, probationary and temporary employees) for the purposes of meeting and negotiating. Home teachers, summer school teachers, day-to-day substitute teachers, substitute teachers relieving a teacher on paid leave, day care teachers, school psychologists, supervisory employees, confidential employees, consultant employees, management employees, and emergency employees are excluded.

## GRIEVANCES | ARTICLE III

3.1 Purpose: A grievance procedure is a necessary, useful, and constructive means by which to clarify language in the Contract. Whenever possible, all grievances will be resolved informally or at the earliest possible stage of this grievance procedure. Both parties recognize that the procedure must be available without any fear of retribution because of its use.

3.2 Definitions: A "grievance" is a dispute regarding an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement, which is filed by a grievant who is directly affected by the alleged violation, misinterpretation, or misapplication of the collective bargaining agreement.

A "grievant" is a member directly affected by an alleged violation, misinterpretation, or misapplication of this Agreement, or is the Association in matters concerning Recognition (1), Association Rights (2), Grievance Procedure (3), or those that involve an individual, or a group or class of teachers. Any article of the contract can be grieved subject to this grievance procedure except as noted in Article VI Leaves and Absences, 6.1: Leaves "With Compensation" is not subject to the Grievance Procedure.

A "day" is any day that the district administrative office of Bennett Valley Union School District is open for business except for winter and spring recesses.

The "immediate supervisor" is the lowest level administrator having immediate supervision over the grievant. The Superintendent will have immediate jurisdiction over the grievances by the Association.

### 3.3 Preliminary Level

3.3.1 Before filing a grievance and within thirty (30) days from the occurrence of the act or omission which gave rise to the grievance, or within thirty (30) days from the date the grievant knew or should reasonably have known of the act or omission, the employee and immediate supervisor shall attempt to resolve the problem by an informal conference. If agreeable to both parties, the superintendent may participate in the initial informal conference, and/or an additional conference with either party at the informal level. At the informal conference the employee shall inform his/her immediate supervisor of his/her intent to file a grievance.

3.3.2 Before filing an Association grievance, the Association shall attempt to resolve the problem by an informal conference with the Superintendent within fifteen (15) days of the alleged violation, misinterpretation, or misapplication of this Agreement, or within fifteen (15) days of when knowledge of such problem was possible

3.3.3 Summary of Preliminary Level Grievance - Form shall be completed (See Appendix 1).

### 3.4 Formal Level (See *Grievance Forms - Appendix 1*)

3.4.1 Level I: Within thirty (30) days from the occurrence of the act or omission which gave rise to the grievance, or within thirty (30) days from the date the grievant knew or should reasonably have known of the act or omission, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. The grievance will be responded to by the immediate supervisor within five (5) days.

3.4.2 Level II: If the grievant is not satisfied with the decision of Level I, he/she may within five (5) days appeal the decision on the appropriate form to the Superintendent or his/her designee.

This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

The Superintendent or his/her designee shall communicate his/her decision to the grievant on the grievance form within five (5) days. If the Superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

3.4.3 Level III: In the event the grievant is not satisfied with the decision reached in Level II the grievant may appeal the decision in writing on the appropriate form within five (5) days to the Board of

Trustees. At its next regular meeting, the Board will review the decisions at Levels I and II and may allow the parties to make brief statements in its discretion

3.4.3.1 The Board shall communicate its decision to the grievant within ten (10) days. The Superintendent will implement the Board's decision at the earliest possible time.

3.4.4 Level IV: If the grievant is not satisfied with the decision at Level III, the grievant may within five (5) days of receipt of the decision submit a request in writing to the Association for arbitration of the dispute. Within ten (10) days of the grievant's receipt of the decision at Level III, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot

3.4.4.1 The fees and expenses of the arbitrator and the hearing shall be split equally by both parties. Any other expenses shall be borne by the party incurring them.

3.4.4.2 The arbitrator shall as soon as possible hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

3.4.4.3 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.

3.4.4.4 After a hearing and after both parties have had an opportunity to make written arguments the arbitrator shall submit in writing to all parties his/her findings and award.

3.4.4.5 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the expressed provision or provisions of this agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement, or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

3.4.4.6 By submitting the grievance to arbitration the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant shall not resort to any other forum or procedure for resolution or review of the issues.

3.4.4.7 The award of the arbitrator in grievances shall be binding on all parties covered by this agreement.

## **BARGAINING PROCEDURE | ARTICLE IV**

### **4.1 Openers:**

4.1.1 No later than the month of December of the year in which this Agreement expires, the Association and District shall submit their initial proposal for a success to each other for a successor Agreement, (full collective bargaining agreement) or for contract reopeners. The District shall give proper public notice of such proposals at the first school board meeting following submission of the proposals.

4.1.2 The parties shall commence to meet and negotiate on reopeners or a successor Agreement beginning on a mutually agreeable date within a reasonable period of time after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them.

4.2 Following ratification of the Agreement by both parties herein the District shall have electronic copies prepared and delivered to the Association for distribution to each unit member in the District plus for use by the Association. The District shall give a copy of the Agreement to any new bargaining unit member it hires during the term of the Agreement. Both parties shall possess an electronic copy of the Agreement.

4.3 Should impasse be declared by either party, the declarant party shall be responsible to notify the Public Employment Relations Board.

## **SALARY AND BENEFITS | ARTICLE V**

- 5.1 Initial Placement on the Salary Schedule: Effective July 1, 2023, employees new to the District will be given one year's credit for each year of prior credentialed teaching experience, up to a maximum of twenty five (25) years, for initial placement no higher than Step 26.
- 5.1.1 Employees hired prior to July 1, 2023 shall have their salary schedule placement adjusted for 2023-24 to reflect the increased credit for prior service, but shall not be eligible for retroactive compensation.
- 5.2 Advancement on Salary Schedule: Units Column and Stipends
- 5.2.1 Unit credit shall have prior approval of the Superintendent.
- 5.2.2 Unit credit shall be allowed for up to six (6) units taken during the school year. If the employee is enrolled in a sequential academic program, additional units may be approved by the Superintendent. No limitation will be applied to the number of approved units that may be earned during the summer months.
- 5.2.3 All courses must be demonstrably related to the employee's professional responsibilities.
- 5.2.4 Employees cannot take the same course twice. This includes a course that is the same or similar in content but different in title, excluding required courses for BTSA participants (Mentors and Beginning Teachers)
- 5.2.5 Both undergraduate and graduate units (taken post bachelors degree) are acceptable as long as they relate directly to the curriculum.
- 5.2.6 Classes taken on district time are not eligible for salary credit except for BTSA requirements.
- 5.2.7 Classes paid for by the district and taken on employee time may be approved for credit by the Superintendent.
- 5.2.8 In order to qualify for credit on the district salary schedule or new stipend for advanced degrees and certifications for the current school year, official transcripts (or official notification that the units have been completed), and official copies of Board Certification, Masters or Doctoral degrees, or Certificate of Clinical Competence must be turned into the district office by September 1. Those turned in after September first will apply beginning the following school year.
- 5.3 Advancement on the Salary Schedule: Earning Step Increments
- 5.3.1 Full-time certificated employees working full time will advance one step- on the salary schedule each year.
- 5.3.2 Part-Time certificated employees shall advance on the salary schedule when they have accrued the equivalent of 1 full year of service.
- Examples:
- 50% employee: works 2 years at 50% before advancing to the next step on the salary schedule
  - 60% employee: works 2 years at 60% before advancing to the next step on the salary schedule with a 20% carry over.
  - 40% employee: works 3 years at 40% before advancing to the next step on the salary schedule with a 20% carry over.
- 5.3.3 Advancement to Permanent Status: Interns, PIP/STSP: Interns, those teaching on a PIP/STSP credential will not be eligible for permanent status until obtaining a preliminary or clear credential and serving in a probationary status for two years. One year as an intern will count toward permanent status if the employee obtains a regular credential and subsequently is reemployed in a probationary position Ed Code 44466 and 44885.5.
- 5.4 Intermediate Grades: Five-hundred dollars (\$500) will be paid annually by the District to all regular and



special education classroom teachers of intermediate grades due to their longer teaching day.

- 5.4.1 Intermediate Grades: \$500 will be paid annually by the district to all regular and special education full-time classroom teachers of intermediate grades due to their longer teaching day. A prorated share of this shall be paid to those sharing jobs calculated by FTE.

- 5.5 Parent Conferences: Arrangements for teachers with over 24 students—a stipend of \$15.00 per conference for each student over 20 students will be paid to teachers who have over 24 students on their rosters during Parent Teacher Conference dates as long as class size reduction remains in effect. Both job share partners shall attend the conferences of all of their students and shall receive a prorated share of this stipend calculated by percentage of FTE.

- 5.6 Amelioration: See Article VIII (8.2)

- 5.6.1 Amelioration: Teachers sharing jobs shall receive a prorated share of amelioration by FTE. (See Article VIII 8.2)

- 5.7 Benefits:

- 5.7.1 Fringe Benefits: Full-time Employees: Each full time certificated employee will be compensated by the annual benefits (Fringe Benefit Amount [FBA]) divided monthly to be utilized by the unit member in selecting from the "Fringe Benefit Package" (see Appendix 2).

- 5.7.1.1 The annual cap for full time (1.0 FTE) employees, effective July 1, 2023, is \$909 per month (\$10,908.00 per year).

- 5.7.2 Fringe Benefits: Part Time Employees: Fringe benefits shall be computed as a percentage of FTE. Employees may participate in health benefits beyond their prorated share at their own expense.

- 5.7.2.1 Benefits: Part time employees may, but are not required to, participate in the health benefits program. Each part-time certificated employee who participates will be compensated with a prorated share of the annual cap (Fringe Benefit Amount (FBA) divided monthly to be utilized by the unit member in selecting from the "Fringe Benefit Package" (see Appendix 2). The annual cap for full time employees is \$784 per month

- 5.7.3 The employee must make his/her designations during the open enrollment period of each school year.

- 5.7.4 Employees will be allowed only one change per year on the Benefit Selection Package.

- 5.7.5 Upon retirement, staff members will be able to continue enrollment in permitted district health plans at the member's own expense.

- 5.7.5.1 Participants must submit their payment no later than the first of each month.

- 5.7.6 Unit members receive 10 monthly checks but may request "deferred net pay" to receive an additional amount in the June check (taken "deferred" from each monthly check)

- 5.7.7 Payment for extra duty: Vacation days required for work committees may be compensated at the daily planning rate of \$160 for a full day or \$80 for a half day for official, district-requested business that takes place outside of the 186 duty days (It is expected to be about 7 hours of work; 3.5 for a half day). The District will be clear as to what is needed and expected for each special project—RtI, English Language Arts adoption, etc.

## LEAVES AND ABSENCES | ARTICLE VI

**As State and Federal laws governing leaves change over time, the parties agree that State and Federal law and applicable Board Policy shall be used in areas where contract provisions are out of date.**

- 6.1 The term "immediate family" for the purpose of using sick leave to care for them is defined as mother, father, sister, brother, husband, wife, child, registered domestic partners, grandmother, grandfather, son-in-law, daughter-in-law, grandchild, mother-in-law, father-in-law, stepchild, or any person living in the immediate household of the employee.
- 6.2 With Compensation: The following paid leave benefits are reprinted for informational purposes and represent benefits currently prescribed by the California Education Code and/or the Bennett Valley Union School District Board Policy. All provisions outlined within Section 6.1 of this Article are not subject to the Grievance Procedure (*Article III of this Agreement*).
- 6.2.1 Sick Leave: Education Code Section 44978. Every certificated employee employed five days a week by a school district shall be entitled to ten (10) days' leave of absence for illness or injury and such additional days in addition thereto as the governing board may allow for illness or injury, exclusive of all days he is not required to render service to the district, with full pay for a school year of service. A certificated employee employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days leave of absence for illness or injury as the number of days he is employed per week bears to five and is entitled to such additional days in addition thereto as the governing board may allow for illness or injury to certificated employees employed for less than five (5) school days per week. Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year. If such employee does not take the full amount of leave allowed in any school year under this section the amount not taken shall be accumulated from year to year with such additional days as the governing board may allow.
- 6.2.2 Extended Illness Leave: If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months, or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid or would have been paid a substitute during his/her period of absence. The five (5) months or less period during which the above deductions occur shall not begin until the teacher has exhausted all available sick leave, including all accumulated sick leave and any other available paid leave. If the teacher continues to be absent beyond the additional five (5) school month period of differential pay, the employee shall be placed on a reemployment list for 24 months if probationary and 39 months if permanent. A teacher requiring leave under this Section shall notify the District in writing, specifying the commencement date and reasons for the leave. District shall make every reasonable effort to secure the services of a substitute employee.
- 6.2.2.1 Calculation of Differential Pay: Certificated employees receive their full rate of pay less the amount actually paid or that would have been paid to the substitute employed to fill his or her position.
- 6.2.2.1.1 Up to 20 days: The replacement employee will be paid the daily substitute rate. This amount will be deducted from the pay of the employee.
- 6.2.2.1.2 After 20 consecutive work days of substituting in the same assignment, a substitute teacher shall be compensated at the daily rate for long-term substitutes adopted annually by the Governing Board, except as otherwise arranged as follows:
- When the district has advanced knowledge that a teacher will be absent for 20 consecutive work days or more, the substitute teacher will be compensated at the daily salary rate for long-term substitutes on the first

day of services in that assignment.

- 6.2.2.1.3 Employees whose absence occurs over a period of time for which a temporary teacher is hired (E.C.44920) shall have the temporary teacher's daily rate of pay deducted from his/her rate of pay per Ed. Code 44920."Not less than one semester during the school year unless the date of rendering first paid service begins during the second semester and prior to March 15.

*Any unit member with a current bank of convenience leave shall not have that bank expire, however the unit member must comply with former 6.1.6 language in the use of that leave until it is exhausted.*

- 6.2.3 Sick Leave Transfer: Sick leave transfer is a means by which employees may relinquish some of their own accumulated sick leave in order to help a given individual who has used all of his/her sick leave days, and is catastrophically ill, injured, or needs to care for a family member.

- 6.2.3.1 Sick leave transfer may be done from certificated member to certificated member only.

- 6.2.3.2 Salient procedures and conditions:

- 6.2.3.2.1 A certificated employee with zero days of sick leave is eligible to apply to the Co-Presidents or Superintendent to request the donation of sick leave days.

- 6.2.3.2.2 The Co-Presidents and Superintendent shall inform the membership of the request. There shall be no direct appeal to the membership by the requesting member.

- 6.2.3.2.3 Employees wishing to help an individual in need may relinquish as many sick leave days as they wish as long as they retain a minimum of 15 sick leave days at the time of relinquishment. Relinquishing sick leave days is coordinated by the district office. (See Appendix 2)

- 6.2.3.2.4 The Superintendent and Co-Presidents shall take all reasonable steps to ensure that all donations are confidential.

- 6.2.4 Religious Holiday Observance: Unit Members may take up to three (3) additional days of paid leave for observance of religious holidays which are not reflected on the District's work calendar. Unit Members must provide at least two weeks' notice of the use of these days to their immediate supervisor. Unit Members may also use Personal Necessity days (6.1.4) for this purpose.

- 6.2.5 Personal Necessity: Unit members may use up to ten (10) days of their accrued or annual sick leave for any of the following reasons:

- 6.2.5.1 Death or serious illness of a member of his/her immediate family.

- 6.2.5.2 Accident involving person or property or the person or property of a member of the immediate family.

Personal necessity leave days shall be deducted from the employee's accumulated sick leave. Reasonable advance notice shall be given to the immediate supervisor.

- 6.2.6 Personal Leave Days: A teacher may use up to ten (10) personal leave days annually from accrued sick leave. Personal leave days are not cumulative from year to year.

- 6.2.6.1 Any personal leave days beyond the five described above used in any given year require prior approval of the immediate supervisor per the applicable Education Code.

- 6.2.6.2 A minimum of five (5) days of advanced notification to the immediate supervisor is preferred.

- 6.2.6.3 Principals must approve the use of three or more consecutive personal leave days.

- 6.2.7 Individual Professional Development Leave: Pursuant to Board Policy 4131, individual professional development will be encouraged by the Board of Trustees. Teachers may apply for up to two (2) professional development activities per school year. The district will bear no cost for the professional development activity except for the cost of the substitute teacher. BTSA counts as 1 professional development activity.

Examples of such activities are:

6.2.7.1 Visitations to other classrooms

6.2.7.2 Participation in conferences or workshops either as a leader or otherwise.

6.2.8 Bereavement Leave:

A total of five (5) days shall be granted without loss of pay or accumulated sick leave days at the death of a member of the employee's immediate family. If additional days are needed, see procedure under Personal Necessity.

6.2.8.1 One (1) day may be granted without loss of pay or accumulated sick leave on the death of a dear friend.

6.2.8.2 Extended Bereavement Leave may be granted upon the recommendation of the Superintendent and upon approval of the Board.

6.2.9 Judicial/Governmental Leave: Board Policy Section 4151.5. An employee shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury, or respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance of misconduct of the employee.

6.2.9.1 An employee shall receive his/her regular pay less any amount received for jury or witness fees.

6.2.10 Industrial Accident Leave (cf. Ed. Code 44984): In addition to the general sick leave benefits described above, employees absent due to accident or illness qualifying as industrial accident or illness caused by duties of the position are eligible for the following leave of absence:

6.2.10.1 Allowable leave shall not be for more than sixty (60) working days in any one (1) fiscal year for the same accident.

6.2.10.2 Allowable leave shall not be cumulative from year to year.

6.2.10.3 Industrial accident or illness leave will commence on the first day of the absence.

6.2.10.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

6.2.10.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

6.2.10.6 When an industrial accident or illness occurs at a time when the full sixty (60) days overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

6.2.10.7 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided under Sick Leave above, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability benefits, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability

benefits will result in a payment to him/her of not more than his/her full salary.

- 6.2.10.8 During any paid leave of absence, the employee shall endorse to the district the temporary disability benefit checks received on account of his/her industrial accident or illness. The district in turn shall issue the employee's salary and shall deduct normal retirement and authorized contributions.

### 6.3 Without Compensation

- 6.3.1 Voluntary absence of up to five (5) days may be granted by the Superintendent. Prior approval is mandatory. A leave beyond five (5) days requires Board approval (hereinafter referred to as extended leaves of absence).

- 6.3.1.1 Voluntary absences which may be granted include, but are not limited to:

- 6.3.1.1.1 Outside commercial interests or commitments
- 6.3.1.1.2 Conventions, meetings, workshops outside the field of education
- 6.3.1.1.3 Socially oriented activities, including, but not limited to marriages, weddings, and award presentation
- 6.3.1.1.4 College attendance and registration
- 6.3.1.1.5 Political activities
- 6.3.1.1.6 Charitable activities
- 6.3.1.1.7 Athletic and recreational activities

- 6.3.1.2 Such absences will carry a deduction of the unit member's daily rate of pay.

### 6.3.2 Extended Leaves of Absence

- 6.3.2.1 An extended leave without pay may be granted for personal convenience for a period of up to one (1) year when requested in writing to the Board. At the end of the leave, the employee may reapply.

- 6.3.2.2 Extended leaves which may be granted include, but are not limited to:

- 6.3.2.2.1 Child-care (This option is available to both male and female employees)
- 6.3.2.2.2 Maternity leave (see 6.2.3)
- 6.3.2.2.3 Advanced study

- 6.3.2.3 For extended leave all compensation including fringe benefits, mandatory benefits and salary will be deducted.

- 6.3.2.4 During extended leave, teachers may continue participation in group insurance programs by remittance of a personal check to the district office prior to each premium due date.

- 6.3.2.5 An employee granted a full year's leave of absence will notify the district Superintendent in writing by March 1st of the year during which the leave is being taken that the employee will return for duty the ensuing school year.

- 6.3.2.6 An employee granted an extended leave for less than a full year will notify the Superintendent of his/her intended return date at the time the leave is requested.

### 6.3.3 Parental Leave

It is the intent of this agreement to provide male and female unit members Parental Leave to the extent they are eligible and entitled under the law. To use any of the leaves provided in this section, the unit member shall provide the District with 30 days' advance notice of the expected date of delivery signed by the health care provider, or the estimated date of placement of the child

in the unit member's home for adoption or foster care, if known, or if not known, as soon as practicable

Parental Leave may be taken in the following three ways:

- 6.3.3.1 Baby Bonding Leave (CFRA): Eligible unit members may take baby bonding leave for up to 12 workweeks in the 12-month period following the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member.

The rate of pay is the unit member's full pay if he or she has sufficient sick leave to cover the entire period of Baby Bonding Leave (12 workweeks). If the unit member does not have sufficient sick leave, the rate of pay is "differential" pay as described in 6.2.2 or 50% of the unit member's regular rate of pay, whichever is greater.

Baby Bonding Leave under this section and Parental Leave run concurrently. In other words, Parental Leave + CFRA Baby Bonding Leave = 12 workweeks maximum.

- 6.3.3.2 Pregnancy Disability Leave (PDL): A unit member who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to up to four (4) months of unpaid pregnancy disability leave. The unit member shall be required to use sick leave and accumulated sick leave during any period of pregnancy disability leave. The unit member may elect to use other accrued leave for which she is eligible.

PDL may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the unit member's health care provider.

The District may require a medical certification from the unit member's health care provider after receipt of the unit member's notice that she has elected to take PDL. The District may also require a release to return to work from the unit member's health care provider.

#### 6.4 Family Leaves

- 6.4.1 Under provisions of the Federal Family Leave Act (FMLA) and the California Family Rights Act, any employee employed at least one year for at least 1,250 hour is eligible for up to 12 weeks unpaid leave in any given 12-month period for the following reasons:

- 6.4.1.1 Birth or adoption of a child

- 6.4.1.2 Placement of a child for foster care

6.4.1.2.1 In connection with an employee who needs a leave for the birth, adoption, or foster care of a child, the employee is eligible for unpaid leave and continuation of health benefits pursuant to 3.2

6.4.1.2.2 For the serious illness of the employee or of a child, spouse or parent of the employee, the District will provide up to twelve weeks Family Medical Leave to the employee. FMLA is taken concurrently with accrued sick leave and is for up to 12 weeks.

- 6.4.1.3 During FMLA leave employees continue to receive employer-paid group health benefits. (These benefits are recoverable by the employer if the employee does not return to work after the leave period ends.) Employees may be required to use any accrued paid leave (if applicable) as part of the 12 weeks of FMLA leave. (Use of paid leave does not extend the 12-week period available under FMLA.) Employees may be required to submit medical verification in order to receive FMLA leave. Seniority is not affected by FMLA leave and FMLA leave is not considered a break in service. If the leave is foreseeable, 30 days' advance notice is required. If not foreseeable, as much notice as practicable must be given.

- 6.4.1.4 The law requires that PDL and FMLA run concurrently, and PDL requires that an employer continue employer paid health benefits during the PDL leave.

- 6.4.1.5 NOTE: Employees requesting unpaid maternity leave may use FMLA leave as part of a maternity leave request and thus receive up to 12 weeks employer-paid group health benefits during a maternity leave period.

6.5 Association Leaves

- 6.5.1 Reasonable release time shall be provided for the preparation and presentation of a grievance. Reasonable release time shall be provided for the grievant and an Association representative if desired by the grievant. Prior notification to the District is required of the day and hours needed.
- 6.5.2 Collaborative bargaining team members shall be provided three (3) days for preparation of the contract proposal without loss of pay. The collaborative bargaining team and the Superintendent will establish the preparation calendar.
- 6.5.3 The Association President and/or the President's designee will be permitted up to a total of five (5) days release time with pay for the purpose of conducting the normal in-district and out-of-district business of the Association. The Association will reimburse the District for the cost of the substitute teachers on those days used.

- 6.6 Leaves and Absences: Part Time Employees and Employees participating in job shares receive a prorated share of the absences and leaves provisions of Article VI.

## TRANSFERS | ARTICLE VII

For the purpose of this Article, a "transfer" shall consist of the change in the work location of a member of the unit from one school to another in the District. A "reassignment" shall consist of the change from one grade level to another within the same work location.

7.1 The District reserves the right to transfer or reassign teachers from one position to another within the District. Such transfers or reassignments shall be based upon the economic and educational needs of the District and upon credentials and experience of the teachers. Whenever possible, written notifications of intent to transfer or reassign to take effect for the following school year shall be given to the unit member prior to July 1.

7.1.1 Reassignments, both voluntary and involuntary, will be determined at each site by the principal. Transfers will be determined by the Superintendent.

7.1.2 Transfer and Reassignment (voluntary or involuntary) is at least a two (2) step process. The initial and subsequent decision meetings shall be separated by at least five (5) working days. No decision will be made at the initial meeting

### 7.2 Requests for Transfers and Reassignments

7.2.1 A teacher may request a transfer or reassignment to take effect at the beginning of the next school year. The request shall be made in writing. Such requests should be made without regard for known or anticipated vacancies.

7.2.2 The District's Certificated Status Survey will be sent to all certificated employees by February 1 of each school year to accommodate the foregoing. (See Appendix).

7.2.3 The preliminary staffing list will be made following the receipt of the Certificated Status Surveys and distributed to teachers by April 30. Openings will be indicated and this will be the second and final opportunity for teachers to request transfers or reassignments for the following school year.

7.2.4 Teachers desiring transfer or reassignment to an open position shall send a letter so indicating to their principal and superintendent within 5 school days of receipt of the preliminary staffing list.

7.2.4.1 The request for transfer/reassignment will be acknowledged in writing within 5 working days by the Leadership Team (Superintendent and Principals) and an interview between the teacher desiring a transfer or reassignment and the receiving principal shall be scheduled. Teachers will be notified of the outcome of the interview within 5 days.

7.2.4.2 In making assignments, the District shall consider the training, major and minor fields of study, credentials, length and nature of experience in the District, team strength and the needs of the educational program.

7.2.5 A request for a transfer and/or reassignment shall remain active until August 1 of each school year so that if a vacancy in the desired grade level occurs after the assignment period, the teacher desiring the transfer may be considered.

### 7.3 Vacancies

7.3.1 For purposes of this Article only, a vacancy is an opening in the District which requires the hiring of a new unit member.

7.3.1.1 A vacancy will be announced by the District within one (1) week of being declared vacant. A copy of such notice will be posted at all school sites for a minimum of one (1) week. During the summer copies will also be sent to the Association President and all certificated personnel who so request.

7.3.2 Notwithstanding the above, the district shall consider outside applicants at the same time as existing employees for all vacancies occurring after July 31 which need to be filled for the current school year.



#### 7.4 Involuntary Reassignments

- 7.4.1 Involuntary reassignments shall be initiated by the building principal and shall be based on one or more of the following:
  - 7.4.1.1 Educational program needs of the school
  - 7.4.1.2 Expansion, reduction or termination of a program
  - 7.4.1.3 Increase or decrease in enrollments at particular grade levels within schools.
- 7.4.2 The building principal shall schedule a meeting, during the duty day, to discuss a possible involuntary reassignment with affected employees.
- 7.4.3 The decision to involuntarily reassign will be based on the aforementioned criteria after serious consideration of the affected employee's concerns and preferences and school and district needs.
- 7.4.4 Upon request by the unit member the building principal shall notify in writing the unit member of the reasons for the reassignment within one (1) week.

#### 7.5 Involuntary Transfers

- 7.5.1 Involuntary transfers shall be initiated by the Superintendent and shall be based on one or more of the following:
    - 7.5.1.1 Educational program needs of the District
    - 7.5.1.2 Expansion, reduction or termination of a program
    - 7.5.1.3 Increase or decrease in enrollments within schools
  - 7.5.2 The Superintendent shall schedule a meeting, during the duty day, to discuss a possible involuntary reassignment with affected employees.
  - 7.5.3 The decision to involuntarily reassign will be based on the aforementioned criteria after serious consideration of the affected employee's concerns and preferences and school and district needs.
  - 7.5.4 Upon request by the unit member the Superintendent shall notify in writing the unit member of the reasons for the transfer within one week.
- 7.6 District will move the unit member's teaching materials whenever the teacher is reassigned or transferred.
  - 7.7 If transferred during the school year, the affected employee will be granted at least three (3) release days to pack, move to the new site, unpack, and prepare for children.
  - 7.8 Transferred/reassigned teachers may be allocated up to \$125 for classroom needs. This sum will be in addition to the established teacher purchasing plan and subject to the same guidelines.
  - 7.9 The district will not involuntarily transfer or reassign a unit member more than once in a two-year school year period.

## CLASS SIZE AND COMPOSITION | ARTICLE VIII

### 8.1 Class Size Maximums: The following pupil maximums per class shall apply:

TK - Ed. Code Ration

K through 3 - 24

4 through 6 - 28

Combinations - 25

### 8.2 Amelioration: When the class size exceeds the maximum, the unit member will be paid as follows:

1 over maximum = \$3.00 per student per day

2 over maximum = \$4.00 per day per student

3+over maximum = \$5.00 per day per student

8.2.1 These additional amounts will be paid for all days the student is listed on the teacher's register.

8.2.2 Amelioration shall be paid while using sick leave only until the long-term sub rate is applied.

### 8.3 The Mission of the Bennett Valley Union School District in class placement is to meet the needs of each child. It is desired that each child will belong to a well-balanced, teachable group. Class placement will help to ensure optimum growth for each child intellectually, emotionally, physically, and socially. The development of all class lists will follow Board Policy 5114 (Appendix 8). The Board of Trustees agrees to consult with the official representative of the teachers (BVTAs Presidents) before adopting changes to the policy.

8.3.1 Equitable balance will be created by the placement team (sending grade level teachers and the principal) with consideration for balance criteria established by the receiving team so that each child belongs to a well-balanced, teachable group. Special Education placements are administrative placements. Special Education teachers advise the principals, but do not make the final placements.

### 8.4 Full Inclusion: Definition:

Full inclusion exists when students with disabilities attend age appropriate regular education classes in their school, for the same number of instructional minutes as their peers, with appropriate support and funding as specified in the student's IEP/504

### 8.5 Specialized Health Care Procedures:

8.5.1 Unit members shall be provided with a medical plan and/or 504 plan. The school nurse shall consult with all unit members who have a student with a medical and/or 504 plan within the first week of school.

8.5.2 Unit members may be required to attend training on medical procedures in order to be prepared to respond in an emergency situation. Such training shall be during the unit member's duty day or the unit member shall receive compensation for training taken during non-duty time. Unit members may volunteer for additional training per Ed. Code 49413-49423.6.

8.5.3 Unit members, other than those specifically hired to do so, shall not be required to perform any medical procedures, (such as to clean intermittent catheterization, injections, suction, gavage feeding, drainage, and diapering) on a student.

8.5.4 Unit members shall not be asked to perform any routine, daily duty that takes time away from teaching the remainder of the class.

### 8.6 Combination Classes

8.6.1 Combination classes for grades K-6 will be used only when necessary.

8.6.2 Teachers assigned to combination classes will be given notice of such an assignment as soon as possible before the start of the assignment. Teachers without teaching experience will not be

assigned to a combination class the first year they are employed in the District unless there is no other option. If possible, combination classes will be staffed by volunteers. If no teacher volunteers, the class will be staffed on a rotating basis with the first-year assignment going to the grade level teacher at that site who has the least seniority in the District.

- 8.6.3 Curriculum development and training opportunities will be made available.
- 8.6.4 Teachers of a combination class shall be provided with one release day each trimester for planning purposes. Planning shall take place on-site. Should the days not be used during the school year, the teacher will be paid out at his/her daily rate.
- 8.6.5 Teachers of 4-6 combination classes will receive 60 minutes of paraprofessional support time each day between 8:30 am and 12:00 pm if requested by the classroom teacher. Teachers of TK-3 combination classes will receive paraprofessional support during the grade level assigned reading blocks.

## **SAFETY OF EMPLOYEES | ARTICLE IX**

- 9.1 The Board recognizes that in providing the educational program of this district, it assumes the responsibility for the safety of district employees while they are on and in the facilities provided in furtherance of that program.

## **SAVINGS PROVISION | ARTICLE X**

- 10.1 If any of the provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting to the extent permitted by law, but all other provisions will continue in full force and effect.

11.1 The principal objective of an evaluation procedure is to maintain and improve the quality of education and to assist all teachers in improving their professional skills.

11.1.1 Areas of Evaluation: The immediate supervisor shall evaluate and assess certificated employee competency as it reasonably relates to the following areas (Ed. Code 44662):

1. The progress of pupils toward the standards of expected pupil achievement.
2. The instructional techniques and strategies used by the employee.
3. The employee's adherence to curricular objectives.
4. The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
5. Progress toward attainment of teacher's stated goals.

In addition, the immediate supervisor shall evaluate and assess certificated employee competency as it reasonably relates to the [California Standards for the Teaching Profession](#):

Standard One: Engaging and Supporting all Students in Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interest
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse needs
- 1.5 Promoting critical thinking through inquiry, problem-solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

Standard Two: Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.
- 2.6 Using instructional time to optimize learning

Standard Three: Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks and student development
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.

- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.

Standard Four: Planning Instruction and Designing Learning Experience for All Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Standard Five: Assessing Students for Learning

- 5.1 Applying knowledge of purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families.

Standard Six: Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

11.2 Frequency of evaluation:

- Annually: Temporary, probationary, and permanent teachers on remediation plans
- Every other year: Permanent teachers for years 2-10 in the district
- Every three years (by mutual consent of teacher and administrator): Permanent teachers with 10-14 years in the district who have had satisfactory evaluations and are highly qualified
- Every four years (by mutual consent of teacher and administrator): Permanent teachers with 15 or more years in the district who have had satisfactory evaluations and are highly qualified.

11.3 Evaluation Process: Evaluations for those with satisfactory evaluations and for those on improvement plans shall be conducted utilizing the following timeline. ("Year" refers to the number of years employed in BVUSD) as a permanent teacher.

- Temporary/Probationary: Evaluated annually (Option A)

- Permanent Years with Satisfactory Evaluations:
- Years 2 and 4: Option A
- Year 6: Option A or B
- Year 8, 10, 13, 16: Option A or B or C
- Years 20, 24, 28, etc. every 4 years: Option A, B, or C

11.3.1 Project B could be an option before the sixth permanent year of employment in the district by mutual agreement for teachers who come to the district with extensive prior teaching experience.

11.4 Nurses, Speech Pathologist, and Counselor shall be evaluated per this timeline, however a narrative format that addresses the established goals and job description shall be used.

11.5 District Right: The district reserves the right to observe and evaluate certificated personnel whenever it deems necessary and/or desirable to do so.

11.6 (Option A) Evaluation Procedure and Timeline:

11.6.1 Within the First Four Weeks of School: Teachers Receive Evaluation Packet and Complete Description of Practice: Teachers being evaluated will receive the evaluation packet.

11.6.2 By the End of the 8th Week of School: Initial Planning Sheet Completed and Conference held: Teachers being evaluated will meet with the assigned district administrator (Evaluator) to establish goals and to complete the Initial Planning Sheet. This conference shall precede the initial formal observation for evaluation. The date for the initial observation shall be set by mutual agreement within the first 8 weeks of school.

11.6.3 Observations: Teachers shall be observed a minimum of 2 times (for a minimum of 30 minutes each) during the school year. The first time shall be by Winter Break and the second shall be by 60 calendar days prior to the last day of school. Both observations shall be put in writing on the Monitoring Phase form.

11.6.3.1 Each formal observation shall be followed by a conference, during which the evaluator and teacher review the observation. The conference shall be held within five (5) working days of the observation. A final copy of the written observation shall be done on the Monitoring Phase form and given to the teacher within five (5) working days of the post observation conference.

11.6.3.1.1 In addition to the two (or more) formal observations, the principals shall make unscheduled brief visitations at least one time per trimester, using the feedback form. Follow up conversations will be scheduled with the teacher when requested by either party (or follow up conversations can be done as part of the Monitoring Phase post observation conference).

11.6.3.1.2 If anything in the observation or drop in visitations could lead to an unsatisfactory evaluation, an additional observation to address the deficiency may be requested.

11.6.4 By Winter Break: First Observation and Conference

11.6.5 By 60 Calendar Days Prior to the Last Day of School: Second Observation and Conference

11.6.6 By April 15: Self-Reflection Form Completed and Turned in: The teacher shall complete the Self-Reflection form and turn it into the Evaluator.

11.6.7 By 30 days prior to the last day of school: Final Summary Evaluation and Conference held: The teacher and administrator shall meet for a post evaluation conference no later than ten (10) working days after the Final Evaluation Summary has been given to the teacher to discuss the Final Summary Evaluation. The Final Summary Evaluation Conference shall take place by 30 calendar days prior to the last day of school.



- 11.6.8 Personnel File: The evaluation packet, including the Initial Planning Sheet, Monitoring Phase (Observation) forms and Final Evaluation Summary shall be placed in the teacher's personnel file.
- 11.6.9 Teacher Response: The teacher shall be entitled, within five (5) working days of post-observation and evaluation conferences to file a written response or commentary to each observation and/or to the evaluation. The response shall be filed with the evaluation packet in the teacher's personnel file.
- 11.6.10 Content: Monitoring Phase Forms and Evaluation Summary Forms shall be based on the direct knowledge and observations of the evaluator.
- 11.6.11 Forms: All evaluation related forms are included in the contract appendix.
- 11.6.12 An unsatisfactory evaluation triggers an improvement plan (11.9)
- 11.7 Project Based Evaluation (Option B): Timeline and Procedure
  - 11.7.1 Weeks 1-4 of the school year: Teachers Receive Evaluation Packet and Complete Description of Practice: Teachers being evaluated will receive the evaluation packet.
  - 11.7.2 By Week 8: Complete Option B Initial Planning Sheet and Conference: Teachers being evaluated using Option B will meet with the assigned district administrator (Evaluator) to establish goals for the project and to complete the Option B Initial Planning Sheet
  - 11.7.3 By February 15: Project Based Evaluation Report is given to evaluator by Teacher
  - 11.7.4 By April 15: Teacher will complete Self-Reflection of Project Based Plan
  - 11.7.5 By May 1 (or at least 31 days before the last day of school): Final Evaluation will be completed by the administrator.
  - 11.7.6 By 30 days prior to the end of school: Teacher will receive copy of final evaluation
  - 11.7.7 An unsatisfactory evaluation triggers an improvement plan (11.9)
- 11.8 Multiple Visit (Option C) Evaluation Procedure and Timeline:
  - 11.8.1 Within the First Four Weeks of School: Teachers Receive Evaluation Packet and Complete Description of Practice: Teachers being evaluated will receive the evaluation packet.
  - 11.8.2 By the End of the 8th Week of School: Teacher's Professional Goals and Reflection Form Completed and Conference held: Teachers being evaluated will meet with the assigned district administrator (Evaluator) to establish goals and to complete the Initial Planning Sheet. This conference shall precede the initial visit of the multiple visit plan for evaluation. The date for the initial visit will be unannounced and conducted by the evaluator within the first 8 weeks of the school year.
  - 11.8.3 Between mid-September and April 15, the principal will complete 5-7 unscheduled brief observations of 5 to 15 minutes each. The brief observation results will be reported on the Observation Feedback form ("Pop-In Evaluation Form"), and will include:
    - 1) Observation notes,
    - 2) Questions, and
    - 3) Points for Reflection
  - 11.8.3.1 When requested by either party the teacher will arrange with the principal to have a follow-up conversation about the observation. The Observation Feedback Form will be shared with the teacher during the conversation. This feedback may refer to the teacher's goals or other observations from the visit. Teachers will have the opportunity to make written comments on the Observation Feedback Form. The Observation Feedback Form will be dated and initialed by both teacher and principal and a copy given to each.

- 11.8.3.2 If any observation indicates that improvement is necessary, an improvement plan will be developed per Article 11.9 of the negotiated contract between Bennett Valley Union School District and the Bennett Valley Teachers' Association.
- 11.8.4 By April 15: The evaluatee will complete the Teacher's Professional Goals and Reflection Form and return it to the Evaluator.
- 11.8.5 By 30 days prior to the last day of school: The evaluator will complete the Final Evaluation Summary, give it to the evaluatee, and schedule an Evaluation Summary Conference. The teacher and administrator shall meet for the Evaluation Summary Conference no later than ten (10) working days after the Final Evaluation Summary has been given to the teacher.
- 11.8.6 Personnel File: The evaluation packet, including the Teacher's Professional Goals and Reflection Sheet, Observation Feedback forms and Evaluation Summary shall be placed in the teacher's personnel file.
- 11.8.7 Teacher Response: The teacher shall be entitled, within five (5) working days of post-observation and evaluation conferences to file a written response or commentary to each observation and/or to the evaluation. The response shall be filed with the evaluation packet in the teacher's personnel file.
- 11.8.8 Forms: All evaluation related forms are included in the contract appendix.

## Comparative Calendar of Evaluation Format Options:

	<b>Option A</b> <b>Temporary &amp; Probationary</b> Permanent (up to permanent year 4 and optional for permanent teachers thereafter)	<b>Option B</b> Permanent teachers in their 6 <sup>th</sup> permanent year in the district and after with positive evaluations	<b>Option C</b> Permanent teachers after 10 permanent years in the district with positive evaluations
<b>Rubric</b> Within the first 4 days of school	Teachers receive the evaluation packet.		
<b>Goals conference:</b> By the end of the 8 <sup>th</sup> week of school	Initial planning sheet completed and conference held. Teacher will meet with administrator and establish goals and complete initial planning sheet	Complete Option B Initial Planning Sheet and Conference: teacher will meet with administrator to discuss project and plan for the Project Based Evaluation	Complete Option C Teacher Professional Goals and Reflection Form. Teacher will meet with site administrator to discuss and review goals.
<b>Drop ins</b> (First one by Winter Break)	3 or more	3 or more	5-7
<b>Post drop in conference</b>	See below	See below	See below
<b>Formal, scheduled Observations</b>	2 or more (First one by winter break, second one by February 15)	Project based evaluation report is given to evaluator (by February 15)	
<b>Post observation conferences</b>	Within 5 school days of observation		
<b>Self Reflection</b>	April 15	April 15	April 15
<b>Final Summary Evaluation and Conference held and summary given to teacher</b>	30 days before the last day of school	30 days before the last day of school	30 days before the last day of school

### Evaluation Conference Timeline: Option A

- Pre-evaluation meeting—goal setting
- 2 or more Monitoring Phase observations and post observation conferences
- 3 drop-ins (one per trimester) with post observation conferences when requested by either side
- Final evaluation summary conference

### Evaluation Conference Timeline: Option B

- Pre-evaluation meeting—goal setting
- 3 drop-ins (one per trimester) with post observation conferences when requested by either side.
- Final evaluation summary conference

### Evaluation Conference Timeline: Option C

- Pre-evaluation meeting—goal setting
- 5-7 drop-ins with written feedback and a meeting if requested by either side
- Final evaluation summary conference

## 11.9 Improvement Plan: Involuntary: Timeline and Process

- 11.9.1 Notification: The evaluator will inform the teacher of any areas that need improvement at a post observation conference. The teacher shall receive a written copy of the evaluator's concerns and be offered an opportunity for rebuttal.
- 11.9.2 Improvement Plan: The evaluator, and teacher shall complete the Improvement Plan form at a conference. The Improvement plan shall identify each area of need.
- 11.9.3 Evaluator's Support and Monitoring: During the improvement process, the evaluator shall note the concerns in writing, meet with the teacher to discuss the concerns, discuss forms of assistance and provide written feedback, using the Monitoring of Improvement Plan form, regarding the progress of the teacher toward attainment of the goals enumerated in the improvement plan.

- 11.9.4 Observation: The evaluator shall conduct a minimum of three classroom observations and post observation conferences with the teacher during each school year the teacher is on an improvement plan.
- 11.9.5 Concluding the Improvement Plan Process: Following at least 3 observations and post-observation conferences, the evaluator shall continue to provide assistance to the teacher until he/she concludes that the teacher is meeting standards or that further assistance will not be productive. A copy of the evaluator's report shall be submitted to and discussed with the teacher to receive his/her input and signature before it is placed in the teacher's personnel file. The signature of the teacher signifies only receipt of the copy of the report. The teacher shall have twenty (20) days to respond to the report in writing and to have the response attached to the final report.
- 11.9.6 Representation: Teachers on an improvement plan have the right to be represented throughout the process by an Association representative of their choice.
- 11.10 Improvement Plan: Voluntary: Teachers may voluntarily participate in the improvement process. The purpose of voluntary participation in the improvement process for a teacher is to gain assistance. The voluntary participant may terminate his/her participation in the improvement plan at any time.
- 11.11 Personnel Files
  - 11.11.1 A unit member shall be permitted to review and obtain a copy of materials in his/her District personnel files. Every unit member shall have the right to inspect such materials and permission shall be granted provided that the request is made during regular office hours or by appointment and at a time when the unit member is not actually required to render service to the district.
  - 11.11.2 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given a copy of the material and an opportunity to review and comment thereon. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.
  - 11.11.3 A unit member may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association Representative to review his/her files. The District shall observe strict confidentiality of the personnel files which shall mean that access to a teacher's personnel file(s) shall be limited exclusively to those persons with a legitimate administrative need for such data on a need to know basis. Authorization must be obtained from either the Superintendent or District Secretary
- 11.12 Complaints and Deficiencies observed outside of the Monitoring Phase Process
  - 11.12.1 Complaints: The District shall not utilize a complaint which might affect the evaluation of a unit member without first providing the following rights unless prohibited by law\*: \*Complainants legally cannot be required to make complaints directly to the respondent (the accused party) or to discuss the complaint with the respondent when the complaint is related to sexual harassment, discrimination, sexual violence, or child abuse.
    - 11.12.1.1 The unit member has the right to discuss the complaint with the complainant.
    - 11.12.1.2 The unit member has the right of Association representation in such a meeting with the complainant.
    - 11.12.1.3 The complaint must be written.
    - 11.12.1.4 The unit member has the right to respond both orally and in writing to the complainant.
    - 11.12.1.5 The unit member has a right to challenge the complaint on the basis of just cause.
    - 11.12.1.6 Following the substantiation of the complaint, the evaluator and the evaluatee may mutually agree to a remediation plan or the matter may be placed directly into the Evaluation Summary.

- 11.12.2 Deficiencies: Other deficiencies in performance of the professional obligations of the unit member that occur outside of the Monitoring Phase of the evaluation process which might affect the evaluation of the unit member shall not be utilized in the final evaluation without the following occurring first:
- 11.12.2.1 The deficiency shall be brought to the attention of the unit member in a conference
  - 11.12.2.2 The unit member has the right to respond both orally and in writing to the deficiency
  - 11.12.2.3 Following the substantiation of the deficiency, the evaluator and evaluatee may mutually agree to a remediation plan or the matter may be referred to in the Evaluation Summary.

## HOURS AND DAYS | ARTICLE XII

- 12.1 All full-time certificated employees are required to work seven (7) hours on-site per work day and perform duties as described in Section 12.5 of this Article except as otherwise arranged with the immediate supervisor. The seven (7) hours includes the hours worked on-site before, after, and during the time students are in attendance and excludes the thirty (30) minute duty-free lunch period. The posted duty day is 8:00-3:30. There is flexibility on when those hours are served as long as the full 7 hours of work time are served on the school site, AND as long as teachers are available during those hours for staff meetings, grade level meetings, meetings with parents, post observation conferences, etc. that are prescheduled. For example, if a teacher has begun work on site at 7:30 AM, he/she can leave at 3:00 UNLESS something is scheduled. Teachers should make an effort not to make non-emergency appointments off-site until after 3:30.
- 12.1.1 Teachers evaluated by the building principal and identified as needing remediation as outlined in Article XI, Evaluation, will be available beyond the normal seven-hour day to work on specified objectives outlined in the remediation.
- 12.2 Teachers will be on duty for assigned tasks for a total of 186 days per school year, including 180 student days and 6 professional development days.
- 12.2.1 The District may consider proposals for shared teaching per Board Policies and Administrative Regulations #4124. See the Job Share Packet in the Appendix.
- 12.2.2 The number of hours for part-time employees will be determined by the Board. Part-time employee's work schedules will be determined by their immediate supervisor and adhere to Board Policy and Administrative Regulations.
- 12.2.3 The BVUSD District shall consult annually with BVTa on the development of the school year calendar as it pertains to working conditions: instructional days, non-instructional days, vacations and holidays, emergency contingency/make up days, staff development days.
- 12.2.4 In the event of an emergency closure of District facilities, the District will follow all legal guidelines with respect to salaries, benefits, use of applicable leave. Make-up days shall be included in the development of the calendar in consultation with BVTa.
- 12.3 Employees shall attend or participate in the following duties that may take place outside the seven-hour workday:
- 12.3.1 Appropriate supervisory duties, exclusive of the thirty (30) minute duty-free lunch period. With the idea of promoting equity, each school site staff and principal will establish a supervisory duty schedule
- 12.3.2 "Back-to-School" and "Open House" events have one-hour requirements (each) for both full time and job share teachers.
- 12.3.3 Opportunities to Serve: This will be addressed before the end of the year and will be finalized by the first staff meeting each year. Unfilled positions will be announced at the first staff meeting each year. Teachers can choose to opt out of volunteer positions but should still turn in the form.
- 12.3.3.1 Team Leaders
1. Serve as liaison between the principal and grade level team teachers
  2. Develop agendas for grade level team meetings
  3. Facilitate grade level team meetings, tasks, note-taking and distribution of responsibilities
  4. Team Leaders may not make individual decisions for the team. Team should utilize shared leadership.
- 12.3.3.2 Principal Designee (Per job description): Stipend: \$750.00 per year Responsibilities occur in absence of principal. Decision about whether to provide classroom coverage for the designee will be mutually determined by administrator and designee, on a case-by case basis. Major Duties and Responsibilities: \*\*\* (if

substitute is provided for designee)

1. \*\*\*Direct supervision of students before school drop-off/during recess and lunch-recess/after school pick-up
2. Student disciplinary action or emergencies that are too severe to await the return of an administrator.
3. Fielding parental concerns and contacts as needed
4. Teacher support or interventions that require immediate response
5. In the event of an emergency, oversee site emergency procedures
6. A consistent district-wide student behavior plan will be provided to the principal designee which shall be followed during the principal's absence.
7. As necessary and when possible, a substitute will be provided for the designee.

12.3.3.3 Principal Designee, Committee Membership, and Team Leader (Point Person) Selection Process. All Leadership Opportunities including the responsibilities of each position, will be shared with teachers no later than the final faculty meeting of the year. No teachers' names will be pre-filled in.

1. Everyone completes the form at the final staff meeting. Teachers can choose to opt out of volunteer positions but should still turn in the form
2. Principal makes the selection of who fills what positions taking into account needs of the position.
3. Principal sends out the list for the year
4. The master lists will be kept year-to-year to allow for rotation of duties between volunteers.
5. The District and BVTa shall meet in advance of the form distribution.

12.3.3.4 Equitability in scheduling yard, bus, crosswalk, car and committee duty for all teachers: Due to the scheduling and amount of IEP and SST meetings, the special education teachers, nurse, and speech pathologists are not in daily before/after school supervision schedule. (All other teachers are equitability assigned to yard, bus duty, etc.)

12.3.4 The following student-focused meetings: I.E.P.'s, Tier 2, Tier 3, SST's (Student Study Teams) and 504 meetings, as needed per Board Policy 5114.

12.3.4.1 The District will use its best effort to schedule the start of these meetings during or adjacent to the duty day.

12.3.4.1.1 Student-focused meetings should not go beyond 1.5 hours. If they must go beyond this, a continuation of the meeting will be scheduled unless parties agree to continue to the meeting.

12.3.4.1.2 If the meeting goes over into recess, the sub will stay in the room 10 minutes to ensure the teacher gets a minimum of a 10 minute break.

12.3.4.1.3 These meetings will not be scheduled during the weekly PE (Strawberry prep) time

12.3.4.1.4 Coverage will be provided for SST, 504, and IEP meetings that happen during the school day.

12.3.5 Parent Conferences

12.3.5.1 Conference slots will be provided to allow 20 minute conferences to take place during the regular 7 hour contracted workday to conduct parent-teacher conferences for the purpose of discussing first trimester progress.

12.3.5.2 The District and the Association agree that additional minutes will be added to these minimum days if necessary to meet state law requirements regarding minimum instructional minutes per year.

- 12.3.5.3 Conference Schedule: A conference schedule will be determined each year during the negotiation of the calendar. Individual teachers may have conferences scheduled outside of the established schedule. Teachers will communicate with translators prior to scheduling conferences.

#### 12.4 Intermediate Grades Preparation Time:

- 12.4.1 Each general education classroom at Strawberry shall have thirty-three (33) fifty (50) minute sessions each of PE and Library over the course of the school year for the purpose of providing teacher planning time. The number of sessions may be reduced in the event of emergency or school closure. Every effort will be made to ensure each class gets thirty-three (33) sessions each of PE and Library through scheduling make-ups by the hiring of substitutes as needed. Teachers are not required to attend PE and Library classes with their students.

#### 12.5 Other duties as appropriate to the position.

- 12.5.1 Other advisory duties and committee meetings will be accommodated within the seven-hour work day or through the development of alternative methods of deriving feedback from staff. If such duties and committee meetings extend beyond the seven (7) hour day, such duties and committee meeting attendance will be on a voluntary basis.
- 12.5.2 The work day will include a duty-free lunch period of at least thirty (30) minutes per work day. Each building principal will develop a plan for rainy days that provides one morning and one afternoon relief period per workday. Nothing shall exclude the afternoon relief period from occurring after student dismissal time
- 12.5.3 Collaboration meetings when scheduled.
  - 12.5.3.1 Collaboration meeting agendas will be determined by team members. Agendas will be discussed with the principals by team leaders. Occasionally, district needs will require the use of some of this time.
- 12.5.4 Weekly Minimum Days: Mondays will be minimum days. Meetings held on minimum days will run for an hour in length between the hours of 2:00-3:30. This is contract time. Should occasional professional development needs or opportunities arise that would necessitate more time than the hour on a minimum day, both parties agree to meet, discuss, and come to agreement when an extension of meeting time will occur.

The first Monday of each school month: Faculty Meeting. Each month there will be one faculty meeting an hour in length. Teachers will be notified and given an agenda one week in advance of the faculty meeting, and minutes of the decisions at the meeting within one week following the meeting. Optional meetings may also be scheduled, but attendance is voluntary. Optional meetings may be used for subcommittee and ad hoc committee work, offering a forum for teachers interested in a particular issue or topic an opportunity to work out a proposal for the rest of the faculty to consider at a regular faculty meeting.

Second Monday: Collaboration Meeting. Agenda of collaboration days will be determined only by the grade level team.

Third Monday: Grade Level Team Meeting. Instruction, team business, field trips, student needs and concerns (Title 1, EL, grouping, data, sharing successes, testing issues). If administration needs grade level teams to do something, it will be done at grade level meetings. Teachers will be notified and given an agenda one week in advance of grade level meetings, and minutes of the decisions at the meetings within one week following the meeting. Special Education and intervention teachers should attend grade level meetings (as needed). The principal will participate in grade level team meetings to check in with the team about curriculum/classroom/student behavior and support.

Fourth Monday: Collaboration Meeting. Any grade level business not completed at the grade level meeting can be completed and remaining time will be for team collaboration only.

Fifth Monday (when applicable): Continuation of collaboration.



- 12.6 Job Shares: Job shares will be considered by the Board of Trustees per the application process
- 12.6.1 The District may consider proposals for shared teaching per Board Policies and Administrative Regulations #4124. See the Job Share Packet in the Appendix.
- 12.6.1.1 The number of hours for part-time employees will be determined by the Board. Part-time employee's work schedules will be determined by their immediate supervisor and adhere to Board Policy and Administrative Regulations\
- 12.6.2 Job Shares are between two permanent employees The permanent employee should be on a board-approved leave for the portion of the position that will be shared. The permanent employee retains rights to that portion of their position following the job share.
- 12.6.3 Timeline for Requesting Job Shares
- The Last Wednesday in January: All employees interested in a job share for the subsequent school year meet and discuss criteria and application process.
  - February 1: Intent to Retire, Intent to Return/Not Return form Leave of Absence Deadline
  - February 2: Inform job share applicants of potential openings for the next year (created by intents to retire, resign, or go on leave.)
  - February 15: Job Share Application Deadline: Teachers shall submit job share applications to their principal
  - On or before March 1: Job Share Review Process: Principals meet with applicants to discuss applications.
  - March 15: Inform teachers of Administrative Approval or Denial of Job Share Applications: If the administration does not approve the application to go on for Board consideration, the teachers requesting a job share shall be given the procedure for appealing the Superintendent's decision to the Board.
  - On or Before April Board Meeting: Board considers job share applications that were approved by administration.
- 12.6.4 Maximum Number of Job Shares: Per Board Policy, There shall be no more than the equivalent of 1 job share per grade level at each school site (4 at Yulupa; 3 at Strawberry) with a maximum of 2 in any one grade level.
- 12.7 All provisions of Article XII-A Hours and Days apply also to part-time and employees participating in job shares. Job Sharers are expected to participate equitably, per the % of FTE worked, in committee work and obligations and duty assignments as described in Article 12.3.4-12.3.5. The language below describes the specifics of these provisions as they relate to any part time employment.
- 12.8 In the event that a classroom substitute cannot be hired, the site administrator will initiate the following options in ranked order in an effort to minimize repeated impact to any person or program:
- 12.8.1 First, a day-to-day substitute already on assignment at the school shall be asked to change assignment.
- 12.8.2 Second, the site administrator will utilize any of the following options, to be considered equally:
- 12.8.2.1 An administrator will cover the class, if available.
- 12.8.2.2 Any unit member not assigned to a classroom with students at either site will cover the class.
- 12.8.2.3 Unit members may be pulled from meetings and back to their regular assignments.
- 12.8.3 Finally, if all of the above have been exhausted, in order to provide a safe learning environment for children, the site administrator may decide whether to distribute the students into other teacher's classrooms.

**TERM | ARTICLE XIII**

The term of this agreement shall be from July 1, 2022 through June 30, 2025.

Dates & Signatures

\_\_\_\_\_  
BVUSD Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
BVT A President

\_\_\_\_\_  
Date

Board Ratification Date: August 09, 2023

**APPENDIX 1 | Grievance Forms**

Bennett Valley Union School District

**SUMMARY OF PRELIMINARY LEVEL GRIEVANCE**

Article III Grievance Section 3.3

Unit Member	Immediate Supervisor	Date Submitted

**STATEMENT OF PROBLEM**

(MISINTERPRETATION, MISAPPLICATION, OR VIOLATION OF THE BENNETT VALLEY UNION SCHOOL DISTRICT/ BENNETT ASSOCIATED TEACHERS/CTA/NEA AGREEMENT):

**DATE OF OCCURRENCE:**

\_\_\_ AGREEMENT REACHED:

\_\_\_ AGREEMENT NOT REACHED. Grievance may proceed to Level I.

Unit Member's Signature	Date
Immediate Supervisor's Signature	Date

NCR COPIES: White, Unit Member; Yellow, Immediate Supervisor; Pink, Association President; Goldenrod, District Office.

**GRIEVANCE LEVEL I**

TO IMMEDIATE SUPERVISOR:

Grievant

Immediate Supervisor

Date Submitted

I. State nature of Grievance:

II. State times(s), date(s), and place(s) where the alleged event or condition giving rise to the Grievance exited:

III. List Article(s) and Section Number(s) involved in Grievance:

IV. State relief sought:

**DECISION - LEVEL I**

V. State Level I decision rendered:

Signature Immediate Supervisor

Date

Appeal: Submit Level II Grievance to Superintendent.

NCR COPIES: White, Grievant; Yellow, Immediate Supervisor; Pink, Association President; Goldenrod, District Office.

Bennett Valley Union School District

**GRIEVANCE LEVEL II: APPEAL**

TO SUPERINTENDENT :

IMMEDIATE SUPERVISOR:

Grievant

Immediate Supervisor

Date Submitted

VI. Reason for Appeal:

Grievant

Date

**ATTACHMENTS:**

\_\_\_Preliminary Grievance - Optional

**XX**Level I Grievance

\_\_\_Other: Specify:

VII. State Level II decision rendered:

Signature Superintendent

Date

(Appeal: Submit Level III Appeal to Board of Trustees.)

NCR COPIES: White, Grievant; Yellow, Immediate Supervisor; Pink, Association President; Goldenrod, District Office.

**GRIEVANCE LEVEL III: APPEAL TO THE BOARD OF TRUSTEES**

To: Board of Trustees, Superintendent, Immediate Supervisor

Grievant	Immediate Supervisor	Date

**ATTACHMENTS:**

\_\_\_Preliminary Grievance - Optional      **XX**Level I Grievance      **XX**Level II Grievance      \_\_\_Other: Specify:

Grievant	Date

XII. Decision rendered:

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President, Board of Trustees	Date
Member	Date
Member	Date
Member	Date
Member	Date

NCR COPIES: White, Grievant; Yellow, Immediate Supervisor; Pink, Association President; Goldenrod, District Office.

## APPENDIX 2 | Relinquishment of Sick Leave

Bennett Valley Union School District

### RELINQUISHMENT OF SICK LEAVE

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

(Donor)\_\_\_\_\_ has requested that (# of days)\_\_\_\_\_ day(s) of sick leave be transferred from his/her sick leave account to (Recipient)\_\_\_\_\_.

This transfer took place on (Date)\_\_\_\_\_. Donor now has (# of days)\_\_\_\_\_ days of sick leave remaining.

**(This copy to Donor)**

---

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

TO RECIPIENT:

(# of days)\_\_\_\_\_ day(s) of sick leave has been donated. As of (Date)\_\_\_\_\_, you now have (# of days)\_\_\_\_\_ total days as of the above date in your sick leave account.

**(This copy to Recipient)**

## APPENDIX 3 | Evaluation Forms

Bennett Valley Union School District

### Certificated Evaluation Process

#### Traditional Evaluation (Option A)

Timeline and Process for Non-Tenured Teachers: (**Temporary and Probationary** Year 1 and Year 2) and Tenured Teachers Year 4

**Weeks 1-4:** Teachers will receive this packet

**By Week 8:** Meet with site administrator to establish goals and complete initial planning sheet.

**By Winter Break:** First Observation will have been completed with post observation conference

**By April 15:** Teacher will complete Self-Reflection

**By May 1:** Final Summary Evaluation will be completed by administrator

**30 days prior to the last day of school:** Teachers receive copy of the final evaluation

#### Project Based Evaluation (Option B)

Timeline and process for a tenured teacher with 7+ years satisfactory teaching experience. Each individual teacher can choose to continue with Option A or opt for Option B (per 2.4)

**Weeks 1-4:** Receive packet.

**By Week 8:** Meet with site administrator to discuss project and plan for the Project Based Evaluation.

**By February 15:** Project based evaluation report is given to administrator.

**By April 15:** Teacher will complete Self-Reflection of Project Based Plan.

**By May 1 (or at least 31 days before the last day of school):** Final evaluation will be completed by the administrator.

**30 days prior to the last day of school:** Teachers receive copy of final evaluation.

#### Multiple Mini/Drop In Observations (Option C)

Timeline and process for a tenured teacher with 10 years (8 years in permanent status) of satisfactory teaching experience. Each individual teacher can choose Option A, B, or C

**Weeks 1-4:** Receive packet.

**By Week 8:** Meet with site administrator to complete Option C *Teacher Professional Goals and Reflection Form*. Teacher will meet with site administrator to discuss and review goals.

**Mini Observations/Drop Ins:** The first drop in observation will take place prior to Winter Break. The evaluator will conduct 5-7 mini observation/drop ins and hold a post drop in conference within two school days following the observation.

**By April 15:** Teacher will complete Self-Reflection of Project Based Plan.

**By May 1 (or at least 30 days before the last day of school):** Final evaluation will be completed by the administrator.

**30 days prior to the last day of school:** Teachers receive copy of final evaluation.



## Bennett Valley Union School District

**Standards for the Teaching Profession-Effectiveness Matrix: Descriptions of Practice**

These rubrics are organized around six domains covering all aspects of a teacher's job performance:

- A. Planning and Preparation for Learning
- B. Classroom Management
- C. Delivery of Instruction
- D. Monitoring, Assessment, and Follow-Up
- E. Family and Community Outreach
- F. Professional Responsibilities

The rubrics use a four-level rating scale with the following labels:

- 4 – Highly Effective
- 3 – Effective
- 2 – Improvement Necessary
- 1 – Does Not Meet Standards

The Teacher Evaluation Rubrics (TER) are designed to help teachers assess where they stand in all performance areas and detailed guidance on how to improve. They are not checklists for classroom visits. They will be used as a guide but not as a form for goals development.

The **Effective** level (3) describes solid, expected professional performance; teachers should feel good about scoring at this level. The **Highly Effective** level (4) is reserved for truly outstanding teaching that meets very demanding criteria; it would be unusual to have many ratings at this level. The **Improvement Necessary** level (2) indicates that performance has deficiencies; no teacher should be content to remain at this level (although some novices might begin here). Performance at the **Does Not Meet Standards** level (1) is clearly unacceptable.

## A. Planning and Preparation for Learning (CSTP 3 &amp; CSTP 4)

Teacher:	<b>4</b> Highly Effective	<b>3</b> Effective	<b>2</b> Improvement Necessary	<b>1</b> Does Not Meet Standard
<b>a.</b> Knowledge	Has thorough knowledge of the subject and how students learn.	Knows the subject matter well and has a good grasp of how students learn.	Has some knowledge of the subject and of the ways students develop and learn.	Has little knowledge of the subject matter and few ideas on how to teach it and how students learn.
<b>b.</b> Standards	Has a detailed plan for the year that is tightly aligned with standards and thoroughly prepares students for all assessments.	Has an instructional plan that generally aligns with standards and prepares students for assessments.	Has some awareness of standards and test requirements.	Plans lesson by lesson but demonstrates little familiarity with state standards and tests.
<b>c.</b> Units	Plans most units embedding big ideas, essential questions, knowledge, skills, non-cognitive goals, and Bloom's levels.	Plans some units with big ideas, essential questions, knowledge, skills, non-cognitive goals, and Bloom's levels.	Plans some lessons with thought to larger goals and objectives and higher-order thinking skills.	Teaches on a daily <i>ad hoc</i> basis with no evident consideration for long-range curriculum goals.
<b>d.</b> Assessments	Thoroughly plans and prepares a variety of effective assessments to monitor student learning.	Plans a variety of effective assessments to measure student learning.	Prepares assessments as instruction proceeds.	Does not prepare tests until shortly before they are given.
<b>e.</b> Anticipation	Anticipates students' misconceptions and confusion and uses multiple strategies to overcome them.	Anticipates misconceptions that students might have and plans to address them.	Considers one or two ways that students might become confused with the content.	Proceeds without considering misconceptions that students might have about the material.
<b>f.</b> Lessons	Designs each lesson with clear, measurable goals closely aligned with standards and expected unit outcomes.	Designs lessons focused on measurable outcomes roughly aligned with unit goals.	Plans lessons with some consideration of long-term goals.	Plans lessons with lack of consideration of long term goals.
<b>g.</b> Engagement	Designs highly relevant lessons that will motivate most students and engage them in active learning.	Designs lessons that are relevant, motivating, and likely to engage <u>most</u> students.	Plans lessons that will draw a few students' interest and may encourage discussion involving those few.	Presents lessons that do not motivate or engage <u>most</u> students.
<b>h.</b> Materials	Designs lessons that use an effective mix of high-quality learning materials, including technology with robust multicultural components.	Designs lessons that use an appropriate mix of materials and technology with some multicultural components.	Plans lessons that involve a mixture of good and mediocre learning materials—little use of technology or multicultural components.	Plans lessons that rely mainly on the textbook along with mediocre and low-quality worksheets with no multicultural component.
<b>i.</b> Differentiation	Designs lessons that break down complex tasks and address all learning needs and styles.	Designs lessons that target several learning needs and styles.	Plans lessons with some thought as to how to accommodate students' needs.	Presents lessons with no differentiation to meet varying student needs.
<b>j.</b> Environment	Uses room arrangement, materials, and displays to maximize student learning of all material and provides an environment conducive to learning.	Organizes classroom furniture, materials, and displays to support unit and lesson goals.	Organizes furniture and materials to support the lesson, with only a few displays of student work.	Has a conventional furniture arrangement, hard-to-access materials, and limited wall displays that support instruction.

## B. Classroom Management (CSTP 2)

Teacher:	<b>4</b> Highly Effective	<b>3</b> Effective	<b>2</b> Improvement Necessary	<b>1</b> Does Not Meet Standard
<b>a.</b> Expectations	Is direct, specific, consistent, and tenacious in communicating and enforcing very high expectations.	Clearly communicates and consistently enforces high standards for student behavior.	Announces and posts classroom rules and consequences.	Comes up with <i>ad hoc</i> rules and consequences as events unfold during the year.
<b>b.</b> Relationships	Shows warmth, caring, respect, and fairness for all students and builds strong relationships.	Is fair and respectful toward students and builds positive relationships.	Is fair and respectful toward most students and builds positive relationships with some.	Is sometimes unfair and disrespectful to the class; plays favorites.
<b>c.</b> Respect	Earns all students' respect and creates a climate in which disruption of learning is rare.	Earns almost all students' respect and refuses to tolerate disruption.	Wins the respect of some students but there are regular disruptions in the classroom.	Is not respected by students and the classroom is frequently chaotic.
<b>d.</b> Social-emotional	Implements a program that successfully develops positive interactions and social-emotional skills.	Fosters positive interactions among students and teaches useful social skills.	Often lectures students on the need for good behavior, and makes an example of students.	Publicly berates students, blaming them for their poor behavior.
<b>e.</b> Routines	Successfully inculcates class routines from day one so that students maintain them throughout the year.	Teaches routines and has students maintain them all year.	Tries to train students in class routines but many of the routines are not maintained.	No routines evident.
<b>f.</b> Responsibility	Enables all students to be self-disciplined, take responsibility for their actions, and have a strong sense of efficacy and competence.	Develops students' self-discipline and teaches them to take responsibility for their own actions.	Tries to get students to be responsible for their actions, but many students do not exhibit self-discipline.	Is unsuccessful in fostering self-discipline in students; they are dependent on the teacher to behave.
<b>g.</b> Repertoire	Has a highly effective discipline repertoire and can capture and hold students' attention virtually any time.	Has a repertoire of discipline strategies and can capture and maintain students' attention most of the time.	Has a limited disciplinary repertoire and many students are not paying attention.	Has few discipline skills and constantly struggles to get most students' attention.
<b>h.</b> Efficiency	Skillfully uses coherence, momentum, and transitions so that virtually every minute of classroom time is productive.	Maximizes academic learning time through coherence, lesson momentum, and smooth transitions.	Sometimes loses teaching time due to lack of clarity, interruptions, and inefficient transitions.	Loses a great deal of instructional time because of confusion, interruptions, and ragged transitions.
<b>i.</b> Prevention	Is alert, poised, dynamic, and self-assured and prevents virtually all discipline problems.	Has a confident, dynamic presence and prevents most discipline problems.	Tries to prevent discipline problems but sometimes allows things to escalate into big problems.	Is unsuccessful at spotting and preventing discipline problems, and they frequently escalate.
<b>j.</b> Incentives	Motivates students through a highly effective system of incentives which promote intrinsic rewards.	Uses incentives wisely to encourage and reinforce student cooperation.	Attempts to use rewards in an attempt to get students to cooperate and comply but is not always successful.	Gives out extrinsic rewards (e.g., free time) without using them as a lever to improve behavior.

## C. Delivery of Instruction (CSTP 1)

Teacher:	<b>4</b> Highly Effective	<b>3</b> Effective	<b>2</b> Improvement Necessary	<b>1</b> Does Not Meet Standard
<b>a.</b> Expectations	Exudes high expectations and convinces all students that they will master the material.	Conveys to students: This is important, you can do it, and I'm not going to give up on you.	Tells students that the subject matter is important and they need to work hard.	Gives up on some students.
<b>b.</b> Mindset	Actively promotes a "growth" mindset: take risks, learn from mistakes, through effective effort you can and will achieve at high levels.	Tells students that effective effort is the key.	Doesn't counteract students' misconceptions about their abilities.	Communicates a "fixed" mindset about ability: some students have it, some don't.
<b>c.</b> Goals	Shows students exactly what's expected by posting essential questions, goals, rubrics, and exemplars of proficient work.	Gives students a clear sense of purpose by posting the unit's essential questions and the lesson's goals.	Tells students the main learning objectives of each lesson.	Begins lessons without giving students a sense of where instruction is headed.
<b>d.</b> Connection	Consistently hooks students' interest and makes connections to prior knowledge, experience, and reading.	Often activates students' prior knowledge and hooks their interest in each unit and lesson.	Sometimes activates students' prior knowledge and hooks their interest in each unit and lesson.	Rarely activates students' prior knowledge and hooks their interest in each unit and lesson.
<b>e.</b> Clarity	Always presents material clearly and explicitly, with well-chosen examples and vivid and appropriate language.	Uses clear explanations, appropriate language, and examples to present material.	Sometimes uses language, explanations and examples that lack clarity.	Often presents material in a confusing way.
<b>f.</b> Repertoire	Orchestrates highly effective strategies, questions, materials, technology, and groupings to boost the learning of all students.	Orchestrates effective strategies, questions, materials, technology, and groupings to foster student learning.	Uses a limited range of classroom strategies, questions, materials, and groupings with mixed success.	Uses only one or two teaching strategies and types of materials and fails to reach most students.
<b>g.</b> Engagement	Consistently gets students highly involved in focused work and discussions in which they are active learners and problem-solvers.	Usually has students actively think about, discuss, and use the ideas and skills being taught.	Attempts to get students actively involved but some students are disengaged.	Mostly lectures without actively involving and engaging students.
<b>h.</b> Differentiation	Successfully reaches all students by skillfully differentiating and scaffolding instruction.	Differentiates and scaffolds instruction to accommodate most students' learning needs.	Attempts to accommodate students' various learning needs.	Fails to differentiate instruction for students with various learning needs.
<b>i.</b> Flexibility	Deftly adapts lessons and units to exploit teachable moments and correct misunderstandings.	Is flexible about modifying lessons to take advantage of teachable moments.	Sometimes doesn't take advantage of teachable moments.	Rarely takes advantage of teachable moments.
<b>j.</b> Application	Consistently has all students summarize and internalize what they learn and apply it to real-life situations.	Has students sum up what they have learned and apply it in a different context.	Sometimes brings closure to lessons and asks students to think about applications.	Moves on at the end of each lesson without closure or application to other contexts.

## D. Monitoring, Assessment, and Follow-Up (CSTP 5)

Teacher:	<b>4</b> Highly Effective	<b>3</b> Effective	<b>2</b> Improvement Necessary	<b>1</b> Does Not Meet Standard
<b>a.</b> Criteria	Posts and reviews clear criteria for proficient work, including rubrics and exemplars.	Posts or reviews criteria for proficiency, including rubrics and exemplars of student work.	Tells students some of the qualities that their finished work should exhibit.	Expects students to know the criteria without explanation.
<b>b.</b> Diagnosis	Gives students a well-constructed diagnostic assessment up front, and uses the information to fine-tune instruction.	Diagnoses students' knowledge and skills up front and makes small adjustments based on the data.	Inconsistently diagnoses students' knowledge and skills up front and makes small adjustments based on the data.	Begins instruction without diagnosing students' skills and knowledge.
<b>c.</b> On-the-Spot	Uses a variety of effective methods to check for understanding; immediately addresses confusion and clarifies.	Frequently checks for understanding and gives students helpful information if they seem confused.	Uses a limited number of strategies to check for understanding during instruction.	Uses ineffective methods ("Is everyone with me?") to check for understanding.
<b>d.</b> Self-Assessment	Has students set ambitious goals, continuously self-assess, and take responsibility for improving performance.	Has students set goals, self-assess, and know where they stand academically.	Infrequently urges students to look over their work, see where they had trouble, and aim to improve those areas.	Allows students to move on without assessing and improving problems in their work.
<b>e.</b> Recognition	Frequently shares students' work with rubrics and commentary to celebrate progress and motivate and direct effort.	Regularly shares students' work to make visible their progress with respect to standards.	Shares some exceptional work as an example to others.	Shares only a few samples of student work or none at all.
<b>f.</b> Interims	Works with colleagues to use assessment data, fine-tune teaching, re-teach, and help struggling students.	Uses data from interim assessments to adjust teaching, re-teach, and follow up with failing students.	Uses students' tests to see if there is anything that needs to be re-taught.	Gives tests without analyzing them and following up with students.
<b>g.</b> Tenacity	Relentlessly follows up with struggling students with personal attention so they all reach proficiency.	Follows up with students who are not succeeding and gives them extra help.	Sometimes follows up with students who are not succeeding and gives them extra help.	Rarely follows up with students who are not succeeding and gives them extra help.
<b>h.</b> Support	Makes sure that students who need specialized diagnosis and extra help receive appropriate services immediately.	Often refers students for specialized diagnosis and extra help.	Sometimes refers students for specialized diagnosis and extra help.	Often fails to refer students for special services and/or refers students who do not need them.
<b>i.</b> Analysis	Works with colleagues to analyze and chart data, draw action conclusions, and leverage student growth.	Analyzes data from assessments, draws conclusions, and shares them appropriately.	Records students' grades and notes some general patterns for future reference.	Records students' grades but does not analyze them.
<b>j.</b> Reflection	Works with colleagues to reflect on the effectiveness of lessons and units and continuously works to improve them.	Reflects on the effectiveness of lessons and units and continuously works to improve them.	May reflect on the effectiveness of lessons and units and may improve them.	Rarely reflects on the effectiveness of lessons and units and does not change unsuccessful lessons.

## E. Family and Community Outreach (CSTP 6)

Teacher:	<b>4</b> Highly Effective	<b>3</b> Effective	<b>2</b> Improvement Necessary	<b>1</b> Does Not Meet Standard
<b>a.</b> Respect	Shows great sensitivity and respect for family and community culture, values, and beliefs.	Communicates respectfully with parents and is sensitive to different families' culture and values.	Tries to be sensitive to the culture and beliefs of students' families but sometimes shows lack of sensitivity.	Is often insensitive to the culture and beliefs of students' families.
<b>b.</b> Belief	Shows each parent an in-depth knowledge of their child and a strong belief he or she will reach maximum potential.	Shows parents a genuine interest and belief in each child's ability to reach maximum potential.	Tells parents that he or she cares about their children and wants the best for them.	Does not communicate to parents knowledge of individual children or concern about their future.
<b>c.</b> Expectations	Gives parents clear, user-friendly learning and behavior expectations and exemplars of proficient work.	Gives parents clear expectations for student learning and behavior for the year.	Sends home a list of classroom rules. Gives parents limited information about learning and behavioral expectations.	Doesn't inform parents about learning and behavior expectations.
<b>d.</b> Communication	Makes sure parents hear positive news about their children first and immediately communicates any problems.	Promptly informs parents of behavior and learning problems, and also updates parents on positive news.	Lets parents know about problems their children are having but rarely mentions positive news.	Seldom informs parents of concerns or positive news about their children.
<b>e.</b> Involving	Frequently involves parents in supporting and enriching the curriculum for their children.	Updates parents on the current curriculum and suggests ways to support learning at home.	Sends home occasional suggestions on how parents can help their children with schoolwork.	Rarely if ever communicates with parents on ways to help their children at home.
<b>f.</b> Homework	Assigns engaging homework, has a system of accountability, and promptly provides helpful feedback.	Assigns appropriate homework, holds students accountable for turning it in, and gives feedback.	Assigns homework, keeps track of compliance, but rarely follows up.	Assigns homework but has no clear system of homework policy or follow up.
<b>g.</b> Responsiveness	Deals immediately and successfully with parent concerns and makes parents feel welcome any time.	Responds promptly to parent concerns and makes parents feel welcome in the school.	Is slow to respond to some parent concerns and comes across as unwelcoming.	Does not respond to parent concerns and makes parents feel unwelcome in the classroom.
<b>h.</b> Reporting	Uses student-led conferences, report cards, and various means to give parents detailed and helpful feedback on children's progress.	Uses conferences and report cards to give parents feedback on their children's progress.	Uses report card conferences to tell parents the areas in which their children can improve.	Gives out report cards and expects parents to deal with the areas that need improvement.
<b>i.</b> Outreach	Is successful in contacting and working with close to 100% of parents, including those who are hard to reach.	Tries to contact most parents and is tenacious in contacting hard-to-reach parents.	Tries to contact all parents, but ends up talking mainly to a select group of parents.	Makes little or no effort to contact parents.
<b>j.</b> Resources	Successfully enlists classroom volunteers and extra resources from homes and the community to enrich the curriculum.	Reaches out to families and community agencies to bring in volunteers and additional resources.	Asks parents to volunteer in the classroom and contribute extra resources.	Does not reach out for extra support from parents or the community.

## F. Professional Responsibilities (CSTP 6)

Teacher:	<b>4</b> Highly Effective	<b>3</b> Effective	<b>2</b> Improvement Necessary	<b>1</b> Does Not Meet Standard
<b>a.</b> Attendance	Has perfect or near-perfect attendance (98-100%).	Has very good attendance (95- 97%).	Has moderate absences (6-10%). If there are extenuating circumstances, state below.	Has many absences (11% or more). If there are extenuating circumstances, state below.
<b>b.</b> Language	In professional contexts, speaks and writes correctly, succinctly, and eloquently.	Uses correct grammar, syntax, usage, and spelling in professional contexts.	Periodically makes errors in grammar, syntax, usage and/or spelling in professional contexts.	Frequently makes errors in grammar, syntax, usage, and/or spelling in professional contexts.
<b>c.</b> Reliability	Carries out assignments conscientiously and punctually, keeps meticulous records, and is never late.	Is punctual and reliable with paperwork, duties, and assignments; keeps accurate records.	Occasionally skips assignments, is late, makes errors in records, or misses paperwork deadlines.	Frequently skips assignments, is late, makes errors in records, or misses paperwork deadlines.
<b>d.</b> Professionalism	Presents as a consummate professional and always observes appropriate boundaries.	Demonstrates professional demeanor and maintains appropriate boundaries.	Occasionally acts and/or dresses in an unprofessional manner and/or violates boundaries.	Frequently acts and/or dresses in an unprofessional manner and violates boundaries.
<b>e.</b> Judgment	Is invariably ethical, honest, and forthright, uses impeccable judgment, and respects confidentiality.	Is ethical and forthright, uses good judgment, and maintains confidentiality with student information.	Sometimes uses questionable judgment, is less than completely honest, and/or discloses student information.	Is frequently unethical, dishonest, uses poor judgment, and/or discloses student information.
<b>f.</b> Teamwork	Is an important member of teacher teams and committees and frequently volunteers for extra activities.	Shares responsibility for grade-level and school-wide activities and takes part in extra activities.	When asked, will serve on a committee and attend an extra activity.	Rarely serves on committees or attends extra activities.
<b>g.</b> Leadership	Frequently contributes valuable ideas and expertise and instills in others a desire to improve the overall mission of the school.	Is a positive team player and contributes ideas, expertise, and time to the overall mission of the school.	Occasionally suggests an idea aimed at improving the school.	Rarely if ever contributes ideas that might help improve the school.
<b>h.</b> Openness	Actively seeks out feedback and suggestions from students, parents, and colleagues and uses them to improve performance.	Listens thoughtfully to other viewpoints and responds constructively to suggestions and criticism.	Is somewhat defensive but does listen to feedback and suggestions.	Is very defensive about criticism and resistant to changing classroom practice.
<b>i.</b> Collaboration	Meets frequently with colleagues to plan, share ideas, and analyze student data.	Collaborates with colleagues to plan, share teaching ideas, and look at student work.	Meets occasionally with colleagues to share ideas about teaching and students.	Meets infrequently with colleagues.
<b>j.</b> Growth	Actively reaches out for new ideas and current best practices and shares with colleagues.	Seeks out effective teaching ideas from colleagues, workshops, and other sources and implements them well.	Occasionally persuaded to try out new classroom practices and shares with colleagues.	Is not open to ideas for improving teaching and learning.

## Option A | Traditional Evaluation

Bennett Valley Union School District | Certificated Evaluation

### Initial Planning Sheet

BVUSD Teachers shall be evaluated on the California Standards for the Teaching Profession (per AB 292).

NAME:		DATE:		
GRADE:	STATUS:	<input type="checkbox"/> Temporary	<input type="checkbox"/> Probationary	<input type="checkbox"/> Permanent
<b>GOAL</b>	<b>California Standards for the Teaching Profession:</b>			
	<input type="checkbox"/> <b>Standard One:</b> Engaging and Supporting all Students in Learning <input type="checkbox"/> <b>Standard Two:</b> Creating and Maintaining Effective Environments for Student Learning <input type="checkbox"/> <b>Standard Three:</b> Understanding and Organizing Subject Matter for Student Learning <input type="checkbox"/> <b>Standard Four:</b> Planning Instruction and Designing Learning Experience for all Students <input type="checkbox"/> <b>Standard Five:</b> Assessing Students for Learning <input type="checkbox"/> <b>Standard Six:</b> Developing as a Professional Educator			
<b>GOAL</b>	<b>California Standards for the Teaching Profession:</b>			
	<input type="checkbox"/> <b>Standard One:</b> Engaging and Supporting all Students in Learning <input type="checkbox"/> <b>Standard Two:</b> Creating and Maintaining Effective Environments for Student Learning <input type="checkbox"/> <b>Standard Three:</b> Understanding and Organizing Subject Matter for Student Learning <input type="checkbox"/> <b>Standard Four:</b> Planning Instruction and Designing Learning Experience for all Students <input type="checkbox"/> <b>Standard Five:</b> Assessing Students for Learning <input type="checkbox"/> <b>Standard Six:</b> Developing as a Professional Educator			
<b>GOAL</b>	<b>California Standards for the Teaching Profession:</b>			
	<input type="checkbox"/> <b>Standard One:</b> Engaging and Supporting all Students in Learning <input type="checkbox"/> <b>Standard Two:</b> Creating and Maintaining Effective Environments for Student Learning <input type="checkbox"/> <b>Standard Three:</b> Understanding and Organizing Subject Matter for Student Learning <input type="checkbox"/> <b>Standard Four:</b> Planning Instruction and Designing Learning Experience for all Students <input type="checkbox"/> <b>Standard Five:</b> Assessing Students for Learning <input type="checkbox"/> <b>Standard Six:</b> Developing as a Professional Educator			
<b>GOAL</b>	<b>California Standards for the Teaching Profession:</b>			
	<input type="checkbox"/> <b>Standard One:</b> Engaging and Supporting all Students in Learning <input type="checkbox"/> <b>Standard Two:</b> Creating and Maintaining Effective Environments for Student Learning <input type="checkbox"/> <b>Standard Three:</b> Understanding and Organizing Subject Matter for Student Learning <input type="checkbox"/> <b>Standard Four:</b> Planning Instruction and Designing Learning Experience for all Students <input type="checkbox"/> <b>Standard Five:</b> Assessing Students for Learning <input type="checkbox"/> <b>Standard Six:</b> Developing as a Professional Educator			
Teacher Signature:		Date:		
Evaluator Signature:		Date:		

*This form shall be completed by the end of the 8<sup>th</sup> week of school with administrator at goal setting conference.*



## Bennett Valley Union School District | Certification Evaluation

**Professional Goals & Reflection - Option A**

Teacher \_\_\_\_\_

School \_\_\_\_\_

Evaluator \_\_\_\_\_

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

***By October 1, keeping the District/Board Goals in mind, select two criteria from the Teacher Evaluation Rubrics and write them as Professional Goals for the year. Indicate a plan of how each goal will be met.***

Professional Goal 1   CSTP#	Plan to meet goal:

Professional Goal 2   CSTP#	Plan to meet goal:

***Mid-Year Progress – due by the last work day of January***

Professional Goal 1:

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Professional Goal 2:

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***Degree to Which Goals Were Met – due April 1***

Professional Goals 1 Comments

☐ Met☐ In Progress☐ Not Met

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Professional Goals 2 Comments

☐ Met☐ In Progress☐ Not Met

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*Copies to | District Personnel File • Employee • Site Administrator*

## Bennett Valley Union School District | Certification Evaluation

**Pop-In Evaluation Form - Options A & B & C**

OPTIONS A, B, C

OPTION C - only

<input type="checkbox"/> #1	<input type="checkbox"/> #2	<input type="checkbox"/> #3	<input type="checkbox"/> #4	<input type="checkbox"/> #5	<input type="checkbox"/> #6	<input type="checkbox"/> #7
-----------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------

TEACHER:	DATE OF DROP-IN:	TIME:
EVALUATOR:	DATE OF CONFERENCE:	

Standard(s) / Lesson Objective / Learning Goal being taught:

--

Observation notes

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Questions:

--

Points for Reflection/Next Steps

--

Teacher Comments (*optional*)

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Signatures:

Teacher Signature:	Date:
Evaluator Signature:	Date:

Bennett Valley Union School District | Certification Evaluation

**Monitoring Phase - Option A**

TEACHER:	DATE OF EVALUATION::	TIME:	
EVALUATOR:	DATE OF CONFERENCE:	EVALUATOR:	

ASSESSMENT TECHNIQUE:	STATUS:	<input type="checkbox"/> Temporary	<input type="checkbox"/> Probationary	<input type="checkbox"/> Permanent
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**Administrator's Summary:**

**Administrator's Comments:**

Improvement Plan Necessary: ☐ YES (attached) ☐ NO

**Signatures:**

Teacher Signature:	Date:
Evaluator Signature:	Date:

*A minimum of two monitoring phase observations and conference shall be conducted pursuant to contract Article XI.  
The first monitoring phase observation and conference shall be completed by Winter Break*

Bennett Valley Union School District | Certificated Evaluation

**Self Reflection - Option A & B**

Name:	Date:
My general reflections of this year in regards to the goals I set for the evaluation process...	
Some areas in which I feel I have made exemplary progress:	
Signature:	Date:

*To be completed and returned to your site administrator by April 15th each evaluation year.*

## Bennett Valley Union School District | Certificated Evaluation

## Evaluation Summary- Option A

TEACHER:	OBSERVATION DATES:			
EVALUATOR:	CONFERENCE DATES:			
SCHOOL:	STATUS:	<input type="checkbox"/> Temporary	<input type="checkbox"/> Probationary	<input type="checkbox"/> Permanent

## Specific Performance Criteria

Each Teacher's performance shall be evaluated for each of the standards listed below and rated as to whether or not the expectation is met. Any rating which indicates "needs improvement" shall be explained in the comments section of this report.

MS = Meeting Standards | NI = Needs Improvement | NO = Not Observed →

MS	NI	NO
----	----	----

<b>Standard One: Engaging and Supporting all Students in Learning</b>			
1.1 Using knowledge of students to engage them in learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Connecting subject matter to meaningful, real-life contexts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Promoting critical thinking through inquiry, problem-solving, and reflection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Monitoring student learning and adjusting instruction while teaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MS = Meeting Standards | NI = Needs Improvement | NO = Not Observed →

MS	NI	NO
----	----	----

<b>Standard Two: Creating and Maintaining Effective Environments for Student Learning</b>			
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Using instructional time to optimize learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MS = Meeting Standards | NI = Needs Improvement | NO = Not Observed →

	MS	NI	NO
<b>Standard Three: Understanding and Organizing Subject Matter for Student Learning</b>			
3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks and student development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Organizing curriculum to facilitate student understanding of the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4 Utilizing instructional strategies that are appropriate to the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MS = Meeting Standards | NI = Needs Improvement | NO = Not Observed →

	MS	NI	NO
<b>Standard Four: Planning Instruction and Designing Learning Experience for All Students</b>			
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Establishing and articulating goals for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MS = Meeting Standards | NI = Needs Improvement | NO = Not Observed →

	MS	NI	NO
<b>Standard Five: Assessing Students for Learning</b>			
5.1 Applying knowledge of purposes, characteristics, and uses of different types of assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3 Reviewing data, both individually and with colleagues, to monitor student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5 Involving all students in self-assessment, goal setting, and monitoring progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.7 Using assessment information to share timely and comprehensible feedback with students and their families	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Standard Six: Developing as a Professional Educator</b>			
6.1 Reflecting on teaching practice in support of student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.4 Working with families to support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.5 Engaging local communities in support of the instructional program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.6 Managing professional responsibilities to maintain motivation and commitment to all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.7 Demonstrating professional responsibility, integrity, and ethical conduct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Progress on Goal Attainment:**

	Goal Met	Satisfactory Progress Toward Meeting Goal	Goal Not Met
Goal #1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Goal #2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Goal #3:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Overall Performance Rating**

<input type="checkbox"/>	<b>Meeting Standards:</b> Meets district standards.
<input type="checkbox"/>	<b>Provisional:</b> Continues to work toward meeting district standards; additional evaluation required next year; improvement plan required. Any "provisional evaluation" shall also be explained in the <b>Narrative Report</b> .
<input type="checkbox"/>	<b>Unsatisfactory:</b> Does not meet district standards; improvement plan required; intensive supervision required; additional evaluations required next year. Any "unsatisfactory evaluation" shall also be explained in the <b>Narrative Report</b> .

**Narrative Report**

This section shall be used to provide explanatory comments, recommendation, or commendations to recognize outstanding performance.

--

Date of Next Evaluation: \_\_\_\_\_

Signatures:

Teacher Signature:	Date:
Evaluator Signature:	Date:

This report had been discussed with me in conference with the evaluator. I have the right to respond in writing within five (5) working days and my response will be appended and filled with this evaluation. **My signature on this evaluation does not necessarily signify agreement**

Copies to: District Personnel File, Employee, Site Administrator

## Bennett Valley Union School District | Certificated Evaluation

## Evaluation Summary Page - Option A

Teacher \_\_\_\_\_

School \_\_\_\_\_

Evaluator \_\_\_\_\_

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

## RATINGS ON INDIVIDUAL RUBRICS:

A. Planning and Preparation for Learning (CSTP 3 & CSTP 4):☐

Effective

☐

Improvement Necessary

☐

Not Observed

B. Classroom Management (CSTP 2):☐

Effective

☐

Improvement Necessary

☐

Not Observed

C. Delivery of Instruction (CSTP 1):☐

Effective

☐

Improvement Necessary

☐

Not Observed

D. Monitoring, Assessment, and Follow-Up (CSTP 5):☐

Effective

☐

Improvement Necessary

☐

Not Observed

E. Family and Community Outreach (CSTP 6):☐

Effective

☐

Improvement Necessary

☐

Not Observed

F. Professional Responsibilities (CSTP 6):☐

Effective

☐

Improvement Necessary

☐

Not Observed

OVERALL RATING:

☐

Effective

☐

Improvement Necessary

OVERALL COMMENTS BY EVALUATOR:

--

OVERALL COMMENTS BY TEACHER:

--

Teacher Signature:

Date:

Evaluator Signature:

Date:

This report had been discussed with me in conference with the evaluator. I have the right to respond in writing within five (5) working days and my response will be appended and filled with this evaluation. **My signature on this evaluation does not necessarily signify agreement.**



## Option B | Project Based Evaluation

### Bennett Valley Union School District | Certification Evaluation

#### Initial Planning Sheet - Option B

Teachers in the Bennett Valley Union School District shall be evaluated on the California Standards for the Teaching Profession (per AB 292) as listed below. See the attached matrix for exemplars of the California Standards for the Teaching Profession.

NAME:	DATE:
GRADE:	STATUS: <input type="checkbox"/> Permanent

DESCRIPTION OF PROJECT	CA STANDARDS FOR THE TEACHING PROFESSION
	<input type="checkbox"/> <b>Standard One:</b> Engaging and Supporting all Students in Learning <input type="checkbox"/> <b>Standard Two:</b> Creating and Maintaining Effective Environments for Student Learning <input type="checkbox"/> <b>Standard Three:</b> Understanding and Organizing Subject Matter for Student Learning <input type="checkbox"/> <b>Standard Four:</b> Planning Instruction and Designing Learning Experience for all Students <input type="checkbox"/> <b>Standard Five:</b> Assessing Students for Learning <input type="checkbox"/> <b>Standard Six:</b> Developing as a Professional Educator

#### MY PLAN FOR COMPLETING THIS PROJECT

##### STEP 1

##### STEP 2

#### THE EFFECTIVENESS OF MY PROJECT WILL BE MEASURED BY:

#### Signatures:

Teacher Signature:	Date:
Evaluator Signature:	Date:

*This form shall be completed by the end of the 8<sup>th</sup> week of school with administrator at goal setting conference.*

Bennett Valley Union School District | Certification Evaluation

**Pop-In Evaluation Form - Options A & B & C**

Find Form **3(A)(B)(C)** in **Option A** Materials

Bennett Valley Union School District | Certificated Evaluation

**Self Reflection - Option A & B**

Find Form **5(A)(B)** in **Option A** Materials

## Bennett Valley Union School District | Certificated Evaluation

## Evaluation Summary Page - Options B &amp; C

Teacher \_\_\_\_\_ School \_\_\_\_\_  
 Evaluator \_\_\_\_\_ School Year \_\_\_\_\_

## EVALUATION OF SELECTED GOALS

GOAL 1 • CSTP \_\_\_\_\_:☐ Effective☐ Improvement Necessary☐ Not ObservedGOAL 2 • CSTP \_\_\_\_\_:☐ Effective☐ Improvement Necessary☐ Not Observed

OVERALL RATING: ☐ Meeting Standards ☐ Provisional ☐ Unsatisfactory

## SUMMARY COMMENTS BY EVALUATOR:

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## COMMENTS BY TEACHER:

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Teacher Signature:	Date:
Evaluator Signature:	Date:

This report had been discussed with me in conference with the evaluator. I have the right to respond in writing within five (5) working days and my response will be appended and filled with this evaluation. **My signature on this evaluation does not necessarily signify agreement.**

*Copies to | District Personnel File • Employee • Site Administrator*

## Bennett Valley Union School District | Certification Evaluation

**Option C | Multiple Mini/Pop-In Evaluations*****Steps and Timeline***

In September, the teacher completes a self-assessment using the Teacher Evaluation Rubrics (TER). The teacher will review the self-assessment with the principal. Together, the teacher and principal will choose two criteria from the TER to make into written goals for the year. The teacher will complete the first part of the Teacher's Professional Goals and Reflection sheet and give it and a copy of the TER to the principal by October 1.

Between mid-September and April 15, the principal will complete 5-7 unscheduled "mini-observations" of five to seven minutes each. Ideally, these will be at different times of the day and different days of the week.

Within two school days of each observation the principal will have a follow-up conversation with the teacher about the observation. There will be a brief written feedback shared with the teacher after/during each of the conversations. This feedback may refer to the teacher's goals or other things observed during the time in the classroom. The feedback should be dated and initialed by both teacher and principal and a copy given to each.

By the last work day of January, the teacher and principal shall review mid-year progress towards goals. This can take place during a post-observation meeting. Progress should be noted by the teacher on the Teacher's Professional Goals and Reflection sheet. If it is determined improvement is necessary, the teacher will transition to the traditional evaluation Option A.

By April 15, teachers will complete the rest of the Teacher's Professional Goals and Reflection sheet. The teacher and principal will meet to review the Teacher's Professional Goals and Reflection sheet and progress towards.

The Evaluation Summary Page will be completed by the principal and reviewed with the teacher 30 days prior to the end of the school year,

The teacher may add to the Evaluation Summary Page within 10 days.

The Teacher's Professional Goals and Reflection sheet and Evaluation Summary Page will go into the teacher's personnel file.

For the purpose of this pilot, copies of the observation notes and the self-assessment rubrics (TER) will be kept by both the teacher and the principal.

If a teacher's rating in any domain indicates improvement is necessary, an improvement plan will be developed per Article 11.2.8 of the negotiated contract between Bennett Valley Union School District and the Bennett Valley Teachers' Association.

Bennett Valley Union School District | Certification Evaluation

Professional Goals & Reflection - Option C

Teacher \_\_\_\_\_

School \_\_\_\_\_

Evaluator \_\_\_\_\_

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

***By October 1, keeping the District/Board Goals in mind, select two criteria from the Teacher Evaluation Rubrics and write them as Professional Goals for the year. Indicate a plan of how each goal will be met.***

Professional Goal 1   CSTP#	Plan to meet goal:

Professional Goal 2   CSTP#	Plan to meet goal:

*Degree to Which Goals Were Met – due April 1*

Professional Goals 1 Comments ☐ Met ☐ In Progress ☐ Not Met

--

Professional Goals 2 Comments ☐ Met ☐ In Progress ☐ Not Met

--

Bennett Valley Union School District | Certification Evaluation

**Pop-In Evaluation Form - Options A & B & C**

Find Form **3(A)(B)(C)** in **Option A** Materials

Bennett Valley Union School District | Certificated Evaluation

**Evaluation Summary Page - Options B & C**

Find Form **7(B)(C)** in **Option B** Materials



## Bennett Valley Union School District | Improvement Plan

**Improvement Plan**

<b>Teacher:</b>	<b>Administrator:</b>
<b>School:</b>	<b>Date:</b>
<b><u>Areas to be improved per the California Standards for the Teaching Profession.</u></b>	
<div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> <div> <b>Standard One:</b> Engaging and Supporting all Students in Learning  <b>Standard Two:</b> Creating and Maintaining Effective Environments for Student Learning  <b>Standard Three:</b> Understanding and Organizing Subject Matter for Student Learning  <b>Standard Four:</b> Planning Instruction and Designing Learning Experience for All Students  <b>Standard Five:</b> Assessing Students for Learning  <b>Standard Six:</b> Developing as a Professional Educator         </div> </div>	
<b>Specific Goal of Improvement Plan:</b>	
<b>Recommended Steps for Improvement:</b> (List specific materials, support personnel, training, organizational or record keeping systems, etc.)	
<b>Administrator's Comments:</b>	
<b>Teacher's Comments:</b>	
Administrator Signature: _____ Date: _____ Teacher Signature: _____ Date: _____	

*This form shall be completed within one (1) week of the Monitoring Phase conference during which the need for remediation was discussed.*

## Bennett Valley Union School District | Improvement Plan

**Monitoring of Improvement Plan**

<b>Teacher:</b>	<b>Administrator:</b>
<b>School:</b>	<b>Date:</b>
<b>Specific Step of Improvement Plan:</b>	
<b>Recommended Steps for Improvement:</b> (List specific materials, support personnel, training, organizational or record keeping systems, etc.)	
<b>Administrator's Comments:</b>  <input type="checkbox"/> Completed this step of improvement plan, move to next step in improvement plan. <input type="checkbox"/> Did not complete this step, continue to work on this step. <input type="checkbox"/> Completed this step, improvement plan complete.	
<b>Teacher's Comments:</b>	
Administrator Signature: _____ Date: _____ Teacher Signature: _____ Date: _____	

*Monitoring of the progress made on the improvement plan should be conducted frequently if it is to be effective. At least one monitoring of improvement plan shall be completed on or before the final summative evaluation date.*

## APPENDIX 4 | Certificated Status Survey Form

Bennett Valley Union School District

### Certificated Status Survey Form

Please complete the questionnaire below and return to your building principal by March 15.

**YES**    **NO**

\_\_\_    \_\_\_    I wish to be re-employed for the \_\_\_\_\_ school year.

\_\_\_    \_\_\_    I am considering resignation, retirement, or leave of absence for the \_\_\_\_\_ school year.  
**(Please inform by February 1st)**

\_\_\_    \_\_\_    I desire to remain at my present grade level.

\_\_\_    \_\_\_    I would like to change grade levels for next school year:  
1<sup>st</sup> choice \_\_\_\_\_    2<sup>nd</sup> choice \_\_\_\_\_

\_\_\_    \_\_\_    I am interested in early retirement.  
If you are contemplating retirement within the next two years, what tentative retirement date are you considering? \_\_\_\_\_

\_\_\_    \_\_\_    I am interested in a shared-teaching assignment. (See [BP/AR 4124](#))

\_\_\_    \_\_\_    As my instructional assistant I would like to work with \_\_\_\_\_. 2nd choice:  
\_\_\_\_\_

\_\_\_    \_\_\_    I would like to be notified of any certificated positions which become available during the summer.

Other Comments:

\_\_\_\_\_  
Signature, Certificated Employee

\_\_\_\_\_  
Date

## APPENDIX 5 | Unit Approval Form

Bennett Valley Union School District

### Unit Approval Form

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

Date \_\_\_\_\_

College class: Course Number \_\_\_\_\_

Course Title \_\_\_\_\_

College or University \_\_\_\_\_

Number of Units \_\_\_\_\_

Date(s) of class \_\_\_\_\_ Date units will be completed: \_\_\_\_\_

Approximate date transcript will be turned into the District Office: \_\_\_\_\_ (In order to qualify for credit on the District salary schedule for the following school year, official transcripts must be into the District Office no later than September 1. Those turned in after September 1 will apply toward the following year's salary schedule placement.

#### Purpose of Course:

☐ Masters

☐ Doctorate

☐ National Board Certification Class

☐ CLAD

☐ SDAIE

☐ BTSA Mentor

☐ BTSA Beginning Teacher

☐ Personal Professional Development

When the transcripts are turned in for the class listed above, I will have a total of  approved units for salary schedule purposes.

I certify that I have not taken this course content before for salary schedule advancement by any other name or course number.

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

\_\_\_\_\_  
Date

Approved ☐ Disapproved ☐ Signature of Principal: \_\_\_\_\_ Date \_\_\_\_\_

Approved ☐ Disapproved ☐ Signature of Superintendent: \_\_\_\_\_ Date \_\_\_\_\_

#### Contract provisions: Advancement on Salary Schedule

1.1 Unit credit shall have prior approval of the Superintendent.

1.2 Unit credit shall be allowed for up to six (6) units taken during the school year. If the employee is enrolled in a sequential academic program, additional units may be approved by the Superintendent. No limitation will be applied to the number of approved units that may be earned during the summer months.

1.3 All courses must be **demonstrably related** to the employee's professional responsibilities.

1.4 Employees cannot take the same course twice. This includes a course that is the same or similar in content but different in title, excluding required courses for BTSA participants (mentors and beginning teachers).

1.5 Both undergraduate and graduate units are acceptable as long as they relate directly to the curriculum.

1.6 Classes taken on district time are not eligible for salary credit.

1.7 Classes paid for by the district and taken on employee time may be approved for credit by the Superintendent.

**Attach the course description.**

**APPENDIX 6 | Certificated Salary Schedule**  
Bennett Valley Union School District

# Bennett Valley Union School District

2022/2023 Certificated Salary Schedule  
8.00% COLA from 2021/2022

Step	BA+30	BA+45	BA+60	BA +75
1	57084	59119	61158	63194
2	58713	60750	62786	64823
3	60344	62379	64416	66451
4	61971	64007	66046	68081
5	63601	65638	67676	69710
6	65231	67267	69305	71342
7	67518	69576	71635	73688
8	69332	71396	73457	75518
9	70983	73044	75106	77166
10	72630	74693	76756	78817
11		76344	78404	80469
12		77991	80054	82118
13		79641	81702	83766
14		81291	83353	85417
15		82942	85002	87064
16			86653	88716
17			88302	90364
18			89293	91341
19			90931	92980
20			92571	94617
21			94206	96254
22			95845	97892
23			97482	99530
24				100553
25				101576
26				105616

Annual stipend of \$1000 for masters degree  
Annual stipend of \$1000 for doctorate degree  
Annual stipend of \$1000 for national board certification  
Annual stipend of \$1000 for certificate of clinical competence

Salary based on 186 days.

# Bennett Valley Union School District

2023/2024 Certificated Salary Schedule  
5.00% COLA from 2022/2023

Step	BA+30	BA+45	BA+60	BA +75
1	59938	62075	64216	66354
2	61649	63788	65925	68064
3	63361	65498	67637	69774
4	65070	67207	69348	71485
5	66781	68920	71060	73196
6	68493	70630	72770	74909
7	70894	73055	75217	77372
8	72799	74966	77130	79294
9	74532	76696	78861	81024
10	76262	78428	80594	82758
11		80161	82324	84492
12		81891	84057	86224
13		83623	85787	87954
14		85356	87521	89688
15		87089	89252	91417
16			90986	93152
17			92717	94882
18			93758	95908
19			95478	97629
20			97200	99348
21			98916	101067
22			100637	102787
23			102356	104507
24				105581
25				106655
26				110897

Annual stipend of \$1000 for masters degree

Annual stipend of \$1000 for doctorate degree

Annual stipend of \$1000 for national board certification

Annual stipend of \$1000 for certificate of clinical competence

Salary based on 186 days.

## APPENDIX 7 | Stipends, Extra Duty Pay, & Payroll Process

Bennett Valley Union School District

### STIPENDS, EXTRA DUTY PAY, AND PAYROLL PROCESS

(to be updated as necessary per annual negotiations)

Stipend Reason	Amount	Payroll Process
<b>Amelioration</b> Maximums: <b>K:</b> 30 students <b>1-6:</b> 28 students <b>Combinations:</b> 26 students	<b>1</b> over max: \$3 per student per day <b>2</b> over max: \$4 per student per day <b>3+</b> over max: \$5 per student per day	December supplemental payroll (August-November Amelioration)  June supplemental payroll (December-June Amelioration)
<b>Prep Time</b> (grades 4-6)	\$500	Supplemental payroll (June 30)
<b>Principal Designee</b>	\$1,000	½ in December Supplemental payroll & ½ in June Supplemental payroll
<b>Advanced Degrees &amp; Certifications:</b> 1. Masters/Doctorate 2. National Board Certification 3. Certificate of Clinical Competence for Speech Pathologist	\$1000 per advance degree or approved certification	Added to base salary
<b>Conferences</b> for students enrolled over 24 in a class	\$15 per student over 20	December Supplemental payroll
<b>Outdoor Ed. Overnight</b>	\$100 per night	Supplemental ( <b>time sheet required</b> ) Supplemental payroll (June 30)
<b>After School Program</b>	\$40 per session	Supplemental Time Sheet
<b>Summer School</b>	\$2,397 (02-03); \$2,445 (03-04); \$2,528 (04-05); \$2,586 (05-06); \$2,741 (06-07); 07-08 Rate: \$2,822 (w 2.96%) 21-22 Rate: <b>\$3,123 (incl statutory benefits) for 15 days</b>	August Supplemental payroll
<b>Home/Hospital Instruction</b>	\$40 per hour; 6 hours per week (5 with child, 1 for preparation)	Supplemental ( <b>time sheet required</b> )
<b>PAR (Peer Assistance and Review) Consulting Teachers</b>	\$50 per hour up to 5 hours for self-referred teachers up to 10 hours for teachers referred due to an unsatisfactory evaluation	Supplemental
<b>PAR Panel Members</b>	Stipends will be determined when State funding is available for the PAR program.	
<b>Induction Mentors (formerly BTSA)</b> <a href="#">Mentor Roles and Responsibilities (NCTIP)</a> <a href="#">Mentor Practice Framework</a>	\$1500 per year for 1 Beginning teacher \$375 per year for each additional Beginning Teacher	June Supplemental for 1 beginning teacher \$750 in December Supplemental \$750 in June Supplemental For 2 <sup>nd</sup> (and each subsequent) beginning teacher \$375 paid in June Supplemental

**Non-Duty Day Work Rate:** Teachers will be compensated \$160 dollars per 7 hour day for prearranged work during the summer or other breaks.

Per 12.3.4.3: The District and BVTA shall meet in May to update the Extra Duty Stipends for the year given District goals.

Then, the updated version of this form will be distributed and collected back at the final staff meeting each year. Unfilled positions will be announced at the first staff meeting each year. Teachers interested in BTSA Mentorship will offer their names and desired grade levels at the last staff meeting each year.

As other committees are needed, BVTA and the District will meet to determine responsibilities, time frame, and if compensation will be provided

## LEADERSHIP OPPORTUNITIES FOR CERTIFICATED FACULTY MEMBERS

POSITION	RESPONSIBILITIES	STIPEND
<b>BVAPT Rep</b>	<b>BV Alliance of Parents &amp; Teachers Representative</b> Attend monthly meetings, share notes with staff via Google Doc, facilitate grade level communication/input/requests as needed.	<b>\$200</b> (x 2- 1 per site)
<b>BVEF Rep</b>	<b>BV Education Foundation Representative</b> Attend monthly meetings, share notes with staff via Google Doc, and facilitate grade level communication/input and requests as needed.	<b>\$200</b> (x 2- 1 per site)
<b>District Advisory Council</b>	<b>District Advisory Council Member</b> Attend monthly meetings, share notes with staff via Google Doc, and communicate between Council and teachers. <i>(2 per site)</i>	<b>\$200</b> (x 2- 1 per site)
<b>Grade Level Team Leader</b>	<b>Grade Level Team Leader:</b> Serve as liaison between principal & GL team teachers, develop agendas for grade level team meetings, facilitate grade level team meetings, tasks, and distribution of responsibilities. Ensure all team meeting minutes are recorded on district Google Docs. Attend a leadership meeting with principal, BVTA leadership team, and site team leaders once each trimester.	<b>\$500</b> (x8 -1 per site)
<b>CIT Lead</b>	<b>CIT Leader:</b> Lead efforts to continuously improve key programs and initiatives via collaborative efforts to review, reflect, and refine systems and practices. This may include identifying needs and potential solutions, leading & participating in professional learning, researching evidence-based approaches, identifying best practices, providing new teacher support, communicating with grade-level leads, and supporting consistent implementation of new initiatives.  Each CIT will have 1 Teacher Leader and 6-8 Team Members with 1 representative per grade level when possible.	<b>\$1875</b> (x3 -1 per CIT) <i>With prior approval, CIT meetings held outside contract hours may earn supplemental pay for all participants (leads &amp; members)</i>
<b>Induction Mentor</b>	<b>North Coast New Teacher Induction Program (NCTIP) Mentor</b> <a href="#">Mentor Roles and Responsibilities (NCTIP)</a> <a href="#">Mentor Practice Framework</a>	<b>\$1500</b> (1st Teacher) <b>\$375</b> (ea. additional)
<b>Principal Designee</b>	<b>School Site Principal Designee</b> Responsibilities occur in absence of principal. Decision about whether to provide classroom coverage for the designee will be mutually determined by administrator and designee, on a case-by-case basis. See 12.3.4.2 for major duties and responsibilities.	<b>\$750</b> (x2 -1 per site)



**APPENDIX 8 | Job Share Packet**  
Bennett Valley Union School District

CERTIFICATED JOB SHARE PACKET • INCLUDES: JOB SHARE APPLICATION

**Job Share Application Checklist and Timeline**

Jointly, complete all 3 sections of the application.

- ☐ Part I. Job Share Request
  - ☐ Part II. Job Share Proposal/Plan
    - A. Job Share Plan
    - B. Job Share Calendar—Create and attach it to Part II
  - ☐ Part III. Job Share Terms and Conditions
- 

**Timeline:**

- ☐ **The Last Wednesday in January:** All employees interested in a job share for the subsequent school year meet and discuss criteria and application process.
- ☐ **February 1:** Intent to Retire, Intent to Return/Not Return, Leave of Absence Deadline
- ☐ **February 2:** Inform job share applicants of potential openings for the next year (created by intents to retire, resign, or go on leave.)
- ☐ **February 15:** Job Share Application Deadline: Teachers shall submit job share applications to their principal
- ☐ **On or before March 1:** Job Share Review Process: Principals meet with applicants to discuss applications.
- ☐ **March 15:** Inform teachers of Administrative Approval or Denial of Job Share Applications: If the administration does not approve the application to go on for Board consideration, the teachers requesting a job share shall be given the procedure for appealing the Superintendent's decision to the Board.
- ☐ **On or Before April Board Meeting:** Board considers job share applications that were approved by administration. Per Board Policy, There shall be no more than the equivalent of 1 job share per grade level at each school site (4 at Yulupa; 3 at Strawberry) with a maximum of 2 in any one grade level.

**CERTIFICATED JOB SHARE PACKET****Job Share Application**

Certificated employees who wish to be considered for a job share are asked to jointly submit a written application and proposal, stating in detail how the applicants would ensure close cooperation in such matters as planning, teaching, evaluation, communication with one another and with parents, staff and administration and performing adjunct duties.

This form provides a structure for ensuring that all major areas are addressed, and employees are required to use it as a means of communicating such a request to the district and ultimately the Board of Trustees. The district may make a request for further information or clarification.

PART 1. JOB SHARE REQUEST	
Is this job share proposal for:	
<input type="checkbox"/> multiple years, depending on re-approval for each additional year	<input type="checkbox"/> a single year

JOB SHARE PARTNER #1			
NAME		PHONE	
ADDRESS			
EMPLOYMENT STATUS			
<input type="checkbox"/> Permanent	<input type="checkbox"/> Probationary	<input type="checkbox"/> Temporary	
CURRENT ASSIGNMENT			
SCHOOL	GRADE LEVEL	YEARS IN CURRENT ASSIGNMENT	
REQUESTED ASSIGNMENT			
GRADE LEVEL	1st choice	2nd choice	3rd choice
AT	<input type="checkbox"/> 40%	<input type="checkbox"/> 50%	<input type="checkbox"/> 60%

JOB SHARE PARTNER #2			
NAME		PHONE	
ADDRESS			
EMPLOYMENT STATUS			
<input type="checkbox"/> Permanent	<input type="checkbox"/> Probationary	<input type="checkbox"/> Temporary	
CURRENT ASSIGNMENT			
SCHOOL	GRADE LEVEL	YEARS IN CURRENT ASSIGNMENT	
REQUESTED ASSIGNMENT			
GRADE LEVEL	1st choice	2nd choice	3rd choice
AT	<input type="checkbox"/> 40%	<input type="checkbox"/> 50%	<input type="checkbox"/> 60%

PART II.A JOB SHARE PROPOSAL/PLAN	
A. Describe your plans for job sharing and how your job share will function. Address the following in your description:	
INSTRUCTION & LESSON DESIGN	
CURRICULUM RESPONSIBILITIES	
CLASSROOM MANAGEMENT	
RECORD KEEPING	
PARENT CONFERENCING & REPORT CARDS	
COMMUNICATING WITH PARENTS, PRINCIPALS, GRADE LEVEL TEAM MEMBERS, & OTHER TEACHERS	
PARENT CONFERENCING & REPORT CARDS	
COMMUNICATION OF DAILY EVENTS OF IMPORTANCE	
STAFF MEETINGS / TEAM MEETINGS / EXTRA DUTIES	
WHO WILL ACT AS A MENTOR FOR YOUR PARTNERSHIP?	
WHO WILL ACT AS A MENTOR FOR YOUR PARTNERSHIP?	
PLAN FOR DISSOLUTION OF YOUR PARTNERSHIP	
HOW DOES/WILL THIS JOB SHARE MEET THE NEEDS OF STUDENTS AS WELL OR BETTER THAN HAVING ONE TEACHER?	

### PART II.B JOB SHARE PROPOSED SCHEDULE

B. Attach a job share calendar indicating each partner's proposed schedule.

### PART III JOB SHARE TERMS & CONDITIONS

Please review the terms below and then sign & date to indicate your agreement and understanding.

- ☐ Applicants understand the terms and conditions in the BVTa Contract, Board Policy and Administrative Regulations 4124.
- ☐ Applicants understand that, if approved, they are responsible for upholding the plan submitted.
- ☐ Applicants understand that this application is subject to review/approval or denial/rejection at each of the following levels:
  - ☐ Principal and Superintendent
  - ☐ Approval of leave of absence by Board of Trustees
- ☐ We have read the BVTa Contract, Board Policy and Administrative Regulations 4124 and agree to abide by them and our job share proposal.

### PART IV JOB SHARE SIGNATURES

SIGNATURE TEACHER #1		DATE	
SIGNATURE TEACHER #2		DATE	

**Submit a copy of this completed form to your site principal and to the district office by 4pm on February 15<sup>th</sup>.**

**CERTIFICATED JOB SHARE PACKET**

SITE ADMINISTRATOR'S REVIEW	
The principal of the site where the job share is proposed to take place must complete this section.	
1. Do you, or have you in the past, supervised each of the applicants for this job share?	
2. What is your professional opinion of the success potential of this match and why?	
3. What are your concerns about this job share proposal?	
4. The superintendent should consider the following when reviewing this proposal:	
I have discussed this proposal with both applications and have reviewed it in detail.	
COMMUNICATING WITH PARENTS, PRINCIPALS, GRADE LEVEL TEAM MEMBERS, & OTHER TEACHERS	

MY RECOMMENDATION IS AS FOLLOWS	
<input type="checkbox"/>	Recommend without reservations
<input type="checkbox"/>	Recommend with reservations
<input type="checkbox"/>	I do not recommend approval of this job share because:

SITE ADMINISTRATOR SIGNATURE		DATE	
------------------------------	--	------	--

**Submit this rating sheet and 1 copy of the job share proposal to the district office by March 1.**

## APPENDIX 9 | Class Budgets

### Class budgets are as follows:

Yulupa: \$525

Strawberry: \$650

Special Ed: \$500

Speech: \$150 (does not include test protocols)

New to the district or new to a grade level: an extra \$125

### Process

Please try to use the designated SCOE group vendor contract for your orders. That is the easiest process for inventory and for the auditors for internal controls. The auditors would like us to discourage store purchases and reimbursements. However, we have outlined with auditors certain conditions under which we will still be allowed to reimburse you for purchases made outside of the order process.

The auditors will allow us to reimburse you only for things you order or buy outside of the School Specialties and SCOE group contract when all of the following conditions are met:

- I. For **Items Purchased** outside of the School Specialties or SCOE group supply contract (such as sale items at Target--but ordering on-line instead of making a store purchase is preferred whenever feasible.)
  - A. You pay for something personally
    1. **Bring in the receipt and the item(s) so it can be signed off and be entered into inventory.** If the item is large or awkward, the site principal can verify the item and sign off on the reimbursement form.
    2. You will be reimbursed as long as the total of your School Specialties, SCOE group order, and personally paid/ordered items does not exceed your budget.
- II. For **Items ORDERED** outside of the School Specialties or SCOE group supply contract (items ordered online, etc.)
  - A. You order and pay for the item personally
    1. You have the item shipped to the District Office--**We are NOT allowed to reimburse you for any order delivered to your home** (or to anywhere other than the DO)
    2. **You bring in the receipt emailed to you** in order when you pick up your item. Many times, items shipped from on-line orders do not have all of the purchase information--the receipt in the box may only state the item and not the price--we need to be able to verify what items were received and how much they cost and the administrative assistant/accounts payable person needs to enter them into inventory.
    3. You will be reimbursed as long as the total of your School Specialties, SCOE group order, and personally ordered/paid items does not exceed your budget.

Again, district auditors require reimbursable items be delivered ONLY to the District Office (so they can be entered into inventory), and NOT to your residence. Obviously, the more you can use the School Specialty and SCOE order, the easier it is on Administrative Assistant for inventory and audit.