

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE
BONSALL UNIFIED SCHOOL DISTRICT
AND
THE BONSALL TEACHERS
ASSOCIATION/CTA/NEA**

**JULY 1, 2018
THROUGH
JUNE 30, 2019**

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ARTICLE 1 -AGREEMENT

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The Articles and provisions contained herein constitute a bilateral and binding agreement ["Agreement"] by and between the Governing Board of the Bonsall Unified School District ["Board"] and the Bonsall Teachers Association, CTA/NEA ["Association"], an employee organization.

This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ["Act"].

The Agreement shall become effective July 1, 2018 and shall continue through June 30, 2019.

Each party shall have the option to reopen Articles 11 – Salaries and 12- Benefits, and two other articles for negotiations.

ARTICLE 2 -RECOGNITION

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The Board recognizes the Association as the exclusive representative for a unit of all certificated employees under contract, excluding management, supervisory, psychologist, and confidential employees.

1 **ARTICLE 3 - DEFINITIONS**

2
3 **Aggrieved Person** is the person or persons making the claim.

4
5 **Association** means the Bonsall Teachers Association, an affiliate of the
6 (BTA/CTA/NEA).

7
8 **Consulting Teacher** is a permanent teacher selected by PAR Panel to provide PAR
9 Program assistance to a Participating Teacher and meets the requirements set forth in
10 Article 17 of this Agreement.

11
12 **Day** is defined as any day on which a majority of members of the bargaining unit are
13 required to perform assigned duties.

14
15 **District** means the Bonsall Unified School District.

16
17 **Employee, Teacher, or Unit Member**, means any person covered by the terms of this
18 Agreement.

19
20 **Early Release Day** is defined as a day that ends 90 minutes prior to normal student
21 dismissal time; occurring on Thursday, to be used as follows:

22
23 Elementary Sites: Two days a month: Individual Teacher Preparation time; Two days a
24 month: District/Site/Collaboration meetings with exceptions as noted on the certificated
25 calendar.

26
27 Secondary Sites: Two days a month: Grade level / Content area meetings; Two days a
28 month: District or Site professional development.

29
30 **Grievance** is a claim by one or more teachers of the Association, that there has been a
31 violation, misinterpretation, or misapplication of a provision of this agreement.

32
33 **Immediate Family** is the mother, father, wife, husband, son, daughter, brother, sister,
34 grandmother, grandfather, grandchild, guardian with whom the employee has lived, or
35 other person residing in the teacher's home. The definition includes the "in-law" and
36 "step" relationship in each case.

37
38 **Involuntary Transfer or Reassignment** shall be defined as one which is initiated by
39 the District.

40
41 **Minimum Day** is defined as a day that ends two hours prior to normal student dismissal
42 time; occurs at the **end of grading period** and on three days used for
43 administrator/teacher or parent conferences to discuss and record assessment of
44 individual student progress toward content standard proficiency. The day before
45 Christmas Break begins is a minimum day.

1 **Party in Interest** is any person who might be required to take action or against whom
2 action might be taken in order to resolve the claim.

3

4 **Reassignment** is a change in teaching assignments within a school. At the secondary
5 level, a reassignment shall be defined as a change in teaching assignment of three (3)
6 periods or more.

7

8 **Referred teacher** is a permanent teacher whose most recent final evaluation contained
9 an unsatisfactory rating in any of the Standards 1-5 of the California Standards for the
10 Teaching Profession.

11

12 **Transfer** is a change of assignment from one school to another.

13

14 **Vacancy** is an unoccupied position within the bargaining unit for which no unit member
15 has reemployment rights. The determination of the existence of a vacancy is solely the
16 responsibility of the district.

17

18 **Voluntary Participating Teacher** is a permanent teacher whose most recent final
19 evaluation contained a developing rating in Standards 1-5 of the California Standards
20 for the Teaching Profession, and who volunteers to participate in the PAR Program.

21

22 **Voluntary Transfer or Reassignment** shall be defined as one that is initiated upon the
23 application by a unit member.

ARTICLE 4 - NON-DISCRIMINATION

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6

The Board shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, religion, disability or membership in an employee organization, or participation in the lawful activities of an employee organization.

ARTICLE 5 - NEGOTIATIONS

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

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

Negotiations shall take place at mutually agreeable times and places.

Within thirty (30) days of ratification of the Master Agreement, or any subsequent re-opener agreements, by both parties herein, the Board shall have posted such Agreement on the District website.

Upon request, the District shall furnish the Association with a digital copy of all budgetary and other information it produces that is necessary for the Association to fulfill its role as the exclusive bargaining representative. Further, the District shall routinely email the Association President and designee, digital copies of the Board agenda and supporting documents prior to each general Board meeting.

1 **ARTICLE 6 - PERSONNEL FILES**

2
3 The Board shall not base any adverse action against a teacher upon materials which
4 are contained in such teacher's personnel file unless the materials had been placed in
5 the file and the teacher had been notified at such time that such materials were being
6 placed in the file.

7
8 A teacher shall be provided a copy of any negative or derogatory material before it is
9 placed in his/her personnel file. He/she shall also be given an opportunity during the
10 next ten (10) days to initial and date the material and to prepare a written response to
11 such material. The written response shall be attached to the material.

12
13 Upon written authorization by the teacher, a representative of the Association shall be
14 permitted to examine and/or obtain copies of materials in such teacher's personnel file,
15 except as prohibited by law.

16
17 The person or persons who draft and/or place material in a teacher's personnel file shall
18 sign the material and signify the date on which such material was drafted and placed in
19 the file.

20
21 Access to personnel files shall be limited to the members of the District administration
22 on a need-to-know basis. Governing Board members may request the review of a
23 teacher's file at a closed session of the Governing Board. The contents of all personnel
24 files shall be kept in the strictest of confidence.

25
26 Material in the teacher's personnel file shall be reviewed at any time at the request of
27 the teacher, but normally outside of instructional time. The District shall allow the
28 teacher to duplicate documents in the employee file that are not restricted pursuant to
29 Education Code Section 44031[b].

1 **ARTICLE 7 - MEMBER RIGHTS, ASSOCIATION RIGHTS AND DUES**

2
3 The Association and its members shall have the right to make use of school buildings
4 for meetings without charge upon execution of the proper request providing that
5 meetings do not interfere with school use.

6
7 The Association shall have the right to post notices of activities and matters of
8 Association concern on designated bulletin boards in areas frequented by teachers.

9
10 **Scheduling of Orientation**

11 The District shall provide written notice via electronic mail to the Association president
12 with the date, time and location of all bargaining unit member orientations/onboarding
13 meetings no later than twenty-one (21) calendar days in advance of the annual
14 orientation meeting(s) that may occur throughout that year for a single group of new
15 employees. If there are hiring constraints not allowing for ten (10) days' notice for a
16 mid-year onboarding, the District shall provide notice to the Association regarding the
17 orientation as soon as the new employee is informed.

18
19 **Association Time Provided**

20 The Association shall be provided no less than sixty (60) minutes of uninterrupted time
21 to communicate with bargaining unit members at all new bargaining unit member
22 orientations. For individual onboarding meetings, the Association shall be provided no
23 less than thirty (30) minutes of uninterrupted time. District administration will not be
24 present at the orientation/onboarding meeting during the Association's time.

25
26 The Association is entitled to invite vendors and CTA staff to the Association portion of
27 new bargaining unit member orientations/onboarding meetings and will have access to
28 District audio visual equipment for Association presentations.

29
30 **New Bargaining Unit Member Information**

31 The following new bargaining unit member information shall be delivered via electronic
32 mail to the Association president in a spreadsheet, sorted by seniority date, no later
33 than 30 days after the date of hire:

- 34
35 1. Name
36 2. Home Address
37 3. Phone Numbers – work, home and cellular-if available
38 4. Personal (non-District) Email Addresses-if available
39 5. Work Site
40 6. Grade Level / Assignment
41 7. Date of Hire
42 8. Seniority Date
43 9. Full Time Equivalent (FTE) status
44 10. Employment Status (i.e. Probationary, Permanent, Temporary, etc.)
45 11. Type of Credential (i.e. Clear, Preliminary, College internship, etc.)
46

1 **Bargaining Unit Member Information**

2 In addition, by September 1st, January 1st and May 1st of each school year, District shall
3 deliver via electronic mail to the Association president the following information in a
4 spreadsheet for all bargaining unit members:

- 5
6 1. Name
7 2. Home Address
8 3. Phone Numbers – work, home and cellular-if available
9 4. Personal (non-District) Email Addresses-if available
10 5. Work Site
11 6. Grade Level / Assignment
12 7. Date of Hire
13 8. Seniority Date
14 9. Full Time Equivalent (FTE) status
15 10. Employment Status (i.e. Probationary, Permanent, Temporary, etc.)
16 11. Type of Credential (i.e. Clear, Preliminary, College internship, etc.)
17 12. An indication of any Unit Members on Leave of Absence
18 13. An indication of whether the District is deducting dues for membership

19
20 The President, or designee, of the Association shall be provided release time to attend
21 Board meetings of the District Governing Board open to the public and scheduled during
22 normal school hours.

23
24 Any unit member who is a member of the Association, or who has applied for
25 membership, may sign and deliver to the District a membership form authorizing
26 deduction of unified membership dues. The Association may also submit such
27 membership form on the unit member's behalf. Pursuant to such authorization, the
28 Board shall deduct dues from the regular salary check of the unit member each month
29 per the number of designated salary warrants in Article 11. For unit members who sign
30 such authorization after the commencement of the school year, membership dues and
31 deduction for dues shall be appropriately prorated to complete payments by the end of
32 the school year.

33
34 With respect to all sums deducted by the Board pursuant to authorization of the
35 employee, the Board agrees to promptly remit such monies to CTA Membership
36 Processing, accompanied by an alphabetical list of unit members for whom such
37 deduction have been made, and indicating any changes in personnel from the list
38 previously furnished.

39
40 Upon appropriate written authorization from any unit member, the Board shall deduct
41 from the salary of the unit member and make appropriate remittance for credit union,
42 savings bonds, political action committees, or any other plan or program approved by
43 the Board.

44
45 The Association agrees to furnish any information needed by the Board to fulfill the
46 provisions of this Article.

ARTICLE 8 – GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential; as may be appropriate at any level of the procedure. All grievance forms are set forth in Appendix A.

Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided the Association is provided a copy of the adjustment and the adjustment is not inconsistent with the terms of this Agreement.

Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein should be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

Level One.

An aggrieved person shall first discuss the grievance informally with the appropriate principal or immediate supervisor with the objective of resolving the matter informally.

Level Two.

In the event the matter is not resolved informally, the unit member may file a formal written grievance with the principal. The formal grievance is a clear, concise statement of the grievance, which includes the circumstances involved, the Section of the contract allegedly violated, the date the alleged violation occurred, and the date of the informal conference referred to above. In no event may a written grievance be filed more than twenty (20) days after the occurrence of the act or omission, giving rise to the grievance. The principal must provide the grievant a copy of his/her written response within five (5) days of the receipt of a formal *Level One* grievance.

Level Three.

If the aggrieved person is not satisfied with the disposition of the grievance at *Level Two*, or receives no timely response from the principal, her/she may file the grievance in writing with the Superintendent within fifteen (15) days.

The grievant may be accompanied by a representative of his/her choice at this level and all successive levels. Within fifteen (15) days after receipt of the written grievance by

1 the Superintendent, the Superintendent shall provide the grievant with a written decision
2 within five (5) days of the *Level Three* meeting.

3
4 **Level Four.**

5 In the event the grievant is not satisfied with the decision at *Level Three*, he/she may,
6 within ten (10) days after receiving the decision at *Level Three*, request the Association
7 to submit the grievance to mediation. The Association, by written notice to the
8 Superintendent within ten (10) days after receipt of the request, may submit the
9 grievance to mediation via the California State Mediation and Conciliation Services
10 (CMCS).

11
12 **Level Five.**

13 In the event the grievant is not satisfied with the decision at Level Four, he/she may,
14 within ten (10) days after receiving the decision at Level Four, request the Association
15 to submit the grievance to arbitration. The Association, by written notice to the
16 Superintendent within ten (10) days after the receipt of the request, may submit the
17 grievance to arbitration via the American Arbitration Association (AAA) and proceed
18 under the voluntary rules of said Association. If any question arises as to whether a
19 particular dispute involves the interpretation, meaning or application of any of the
20 provisions of this Agreement, such question will first be ruled upon by the arbitrator
21 selected to hear the dispute. The arbitrator so selected will confer with the
22 representatives of the Superintendent and the Association and hold hearings promptly
23 and will issue his/her decision not later than thirty (30) days from the date the final
24 statements and proofs are submitted to him/her. The arbitrator's decision will be in
25 writing and will set forth his/her findings of facts, reasoning and conclusions on the
26 issues submitted. The arbitrator will be without power or authority to make any decision
27 which requires the commission of an act prohibited by law or which is in violation of the
28 terms of this Agreement. However, it is agreed that the arbitrator is empowered to
29 include in any award any remedies he/she judges to be proper. The decision of the
30 arbitrator will be submitted to the Superintendent and the Association. The costs for the
31 services of the arbitrator, including per diem expenses, if any, and his/her travel and
32 subsistence expenses and the cost of any hearing pool will be borne by the District and
33 Association. All other costs will be borne by the party incurring them.

34
35 **Level Six.**

36 The Board shall take action to accept the decision, amend the decision or reject any or
37 all of the decision within (16) calendar days after receipt of the arbitrator's decision. The
38 Board's failure to take action within the specified time line of sixteen (16) days shall
39 constitute acceptance of the decision.

40
41 **Rights of Teachers to Representation.**

42 A teacher may be represented at all stages of the grievance procedure by himself or
43 herself or, at his or her option, by a representative selected by the Association. If an
44 employee is not represented by the Association or its representative, the Association
45 shall have the right to be present and to state its views at all stages of the grievance
46 procedure.

1 Decisions rendered at *Level Two* and all subsequent levels of the grievance procedure
2 will be in writing, setting forth the decisions and the reasons therefore and will be
3 transmitted promptly to the grievant and his/her supervisor, and to the President of the
4 Association. Time limits for appeal provided in each level shall begin the day following
5 receipt of any written decision by the parties in interest.
6

7 When it is necessary for a representative designated by the Association to attend a
8 grievance meeting or hearing during the day, he/she will upon notice to his/her principal
9 or immediate superior, by the President of the Association, be released without loss of
10 pay, if during the workday, in order to permit participation in the foregoing activities.
11 Any teacher who is requested to appear in such investigation, meeting, or hearings as a
12 witness will be accorded the same right.
13

14 All documents, communications and records dealing with the processing of a grievance
15 will be filed in a separate grievance file and will not be kept in the personnel file of any
16 of the participants.
17

18 Forms for filing grievances will be prepared jointly by the Superintendent and the
19 Association and given appropriate distribution by the Association so as to facilitate
20 operation of the grievance procedure.
21

1 **ARTICLE 9 – EVALUATION PROCEDURE**
2

3 The intent of the evaluation shall be to maintain and improve the quality of the education
4 program.

5
6 The site and/or unit administrator or his/her designee (who has been certified by the
7 Board of Education) is responsible for the evaluation of the unit member. All Evaluation
8 Forms are set forth in Appendix B.
9

10 **Guidelines.**

11 All certificated unit members will be notified prior to the end of the current school year
12 whether the new school year will be a goals only or a goals and evaluation year. All
13 certificated unit members will write and submit annual goals based upon the California
14 Standards for the Teaching Profession (CSTP) to the site administrator five days prior to
15 the conference meeting. The administrator shall schedule a meeting prior to the end of
16 the 6th full week of the instructional calendar. At this meeting the evaluator and the
17 evaluatee will discuss standards of performance, evaluation criteria and assistance to
18 be provided by the District.
19

20 **Evaluation Procedure.**

21 Evaluations shall be based on the California Standards for the Teaching Profession,
22 guidelines established by the Board of Education for goals, objectives, and performance
23 of students and individual school goals and objectives as prescribed in Ed Code 44662.
24 Use of student achievement tests will be based on student growth.
25

26 **Temporary and Probationary Teachers.**

27 Temporary and Probationary unit members employed at least 75% of the school year,
28 shall be formally observed at least twice a year. The first formal observation will occur
29 prior to winter recess and the second formal observation will occur prior to March 1 with
30 written feedback provided within five (5) days of the observation. The final evaluation
31 including a self-reflection, shall be completed using the BUSD/CSTP Evaluation Rubric,
32 no later than thirty (30) days prior to the conclusion of the schoolyear. Temporary and
33 Probationary unit members will be evaluated each year.
34

35 **Permanent Teachers.**

36 Permanent unit members who are on the evaluation cycle shall be formally observed
37 once per year prior to winter recess with written feedback provided within five (5) days
38 of the observation. The final evaluation including a self-reflection, shall be completed
39 no later than thirty (30) days prior to the conclusion of the school year. The self-
40 reflection shall be completed and given to administrator five (5) days prior to the final
41 evaluation meeting. Permanent unit members shall be evaluated every two (2) years.
42

43 Unit members not providing instruction for 75% of the year will not be evaluated that
44 year and shall be placed on the evaluation cycle the following year.

1 **Planning Phase.**

2 The evaluator shall indicate the criteria for evaluation as identified in the contract and
3 shall identify the evaluator's and unit member roles and responsibilities during the
4 evaluation period. The unit member may submit, in writing, a statement regarding any
5 constraints which he/she believes would hinder his/her ability to achieve the goals,
6 objectives, standards, and responsibilities upon which the evaluation is to be based.
7 Any known supplementary materials to be included in the instructional plan shall be
8 identified. The planning phase shall be completed prior to the end of the 6th full week of
9 the instructional calendar.

10
11 **Monitoring Phase:**

12 If the observation and/or final evaluation indicates the unit member requires
13 improvement, the evaluator shall provide the unit member with an improvement plan.
14 Unit members shall have the opportunity to initiate a written response to the
15 improvement plan. Such response shall become a permanent attachment to the
16 evaluation and shall be placed in the unit member's district personnel file. If subsequent
17 remedial action does eliminate the deficiencies, such improvement shall be noted in the
18 final evaluation. The improvement plan shall include:

- 19 • Area(s) where improvement is needed;
- 20 • Specific suggestions for improvement;
- 21 • Additional resources which may be utilized by the unit member to assist with the
22 improvement;
- 23 • The evaluator's role in assisting the unit member to improve;
- 24 • Techniques which will be used by the evaluator in measuring improvement. The
25 unit member may require up to four (4) formal observations and evaluation of the
26 area(s) needing improvement to be used as a measuring technique;
- 27 • The time schedule to be used by the evaluator in future monitoring. The time
28 schedule may extend to a subsequent school year.
- 29 • The unit member shall take such remedial action as is necessary to correct any
30 deficiencies which are cited by the immediate supervisor(s);
- 31 • The unit member may voluntarily participate in the Peer Assistance Review
32 Program to receive support from a consulting teacher in meeting the CSTPs.

33
34 Electronic or mechanical recording or listening devices shall not be used in the
35 evaluation of a unit member without the unit member's consent.

36
37 Conclusions relative to improvement plan shall not be included in a final evaluation
38 unless the improvement plan commenced at least thirty (30) calendar days prior to the
39 final evaluation.

40
41 **Final Phase.**

42 Unit members shall receive their final written evaluation and meet with the site
43 administrator to review the final evaluation no later than thirty (30) calendar days prior to
44 the close of the school year in which they are evaluated. The unit member may be
45 accompanied by a union representative at conferences held subsequent to the final
46 evaluation conferences. All evaluations shall be submitted to the district personnel file

1 at the close of the school year, and all meetings and conferences shall be held prior to
2 that time.

3
4 A permanent unit member who receives an unsatisfactory rating in any one standard in
5 the areas of teaching methods/instructions or content knowledge (standards 1-5) shall
6 be placed in the district's Peer Assistance and Review Program (PAR) as prescribed in
7 Education Code Section 44664 (b) and Article 17 of this contract.

8
9 The unit member shall have the opportunity to initiate a written response to the final
10 evaluation. Such response shall become a permanent attachment to the evaluation and
11 shall be placed in the unit member's district personnel file.

12
13 **Alternative Evaluation.**

14 The alternative evaluation process for unit members is designed to increase
15 opportunities for professional growth available to the district's teachers with five (5) or
16 more years teaching experience in Bonsall Unified. It serves as an alternative to the
17 traditional final evaluation process to encourage accomplished teachers to continue
18 their professional development and personal growth.

19
20 Participants will be permanent unit members with five (5) or more years teaching
21 experience in BUSD, who have consistently demonstrated competence in previous
22 evaluations, and who wish to engage in a personalized program of professional growth.
23 There will be no limitations on the number of participants at each site. The principal and
24 unit member may determine a mutually agreeable alternative evaluation option.

25
26 Participating unit members will set meaningful goals based on Standards 1-5 which will
27 serve as a focus for their professional growth, and establish suitable criteria for the
28 evaluation of that growth.

29
30 At a conference held before October 15, the unit member and the evaluator will agree
31 on goals, the evaluation option and the criteria for evaluation.

32
33 **Assessment Outcomes.**

34 The unit member and evaluator will determine the monitoring schedule. Thirty (30) days
35 prior to the end of the year, the unit member and the evaluator will meet to review the
36 unit member's progress. A written report by the unit member summarizing the
37 alternative plan and results shall be placed in the unit member's file.

38
39 By November 1, if the alternative evaluation plan proves to be impractical, it may be
40 discontinued by mutual consent of the unit member and evaluator. If mutual consent is
41 not reached, the PAR Panel will serve as the binding arbitrator. The alternative
42 evaluation will revert back to the standard district evaluation as outlined in this Article.

43
44 **Personnel Files.**

45 A district personnel file shall be maintained at the district office. The district personnel
46 file shall contain the evaluation of unit member's performance and any attachments as
47 provided in this Article.

1 Access to the files shall be limited to the unit member; persons authorized in writing by
2 the unit member; or authorized district personnel. Records shall be maintained with
3 each personnel file indicating purpose, date, and name(s) or person(s) to whom the file
4 was released. Such records shall not be required of each person responsible for the file
5 not for clerical entries or routine filing of materials.
6

7 Materials in the file shall be made available for inspection by the unit member provided,
8 however, that such inspection is not to include ratings, reports, or records which were:
9 1) obtained prior to employment of the person involved, 2) prepared by identifiable
10 examination committee members, or 3) obtained in connection with promotion
11 examinations.
12

13 At the unit member's request, one (1) copy of evaluation materials in a unit member's
14 personnel file, shall be provided by the District, free of charge if copies have not
15 previously been provided. At a unit member's request, duplicated of evaluation material
16 previously provided shall be available at an amount equal to the district's cost.
17 A site personnel file may be maintained by the site Administrator. The site personnel
18 file may be maintained in or adjacent to the office of the site administrator in a locked
19 cabinet. The file may contain only the following materials:

- 20 • Materials necessary to an evaluation in progress
- 21 • Copies of previous evaluations
- 22 • Correspondence between the administrator and the unit members and
- 23 • Other materials which are routine in nature and which are not derogatory.
24

25 Access to the site personnel file shall be regulated as provided in this Article. Any
26 materials used in the evaluation process, but not placed in the district personnel file,
27 shall be removed and destroyed at the conclusion of the school year.
28

29 **Entries/Retention of Materials in Personnel Files.**

30 Information of a derogatory nature shall not be entered or filed until the unit member is
31 given notice and an opportunity to review and comment. The employee shall have the
32 right to enter and have attached to any derogatory statement his/her own comments.
33 Such review shall take place during normal business hours of the district and the
34 employee may be released, at the employee's option, from duty for this purpose without
35 salary reduction.
36

37 The unit member shall be informed of such information within ten (10) days of the
38 relevant incident or within ten (10) days of when the administrator could reasonably be
39 expected to have knowledge of the relevant incident. Materials proven false or
40 inaccurate shall be removed from the personnel file upon mutual consent or the PAR
41 Panel will serve as the arbitrator.
42

43 Anonymous letters or memoranda shall not be placed in a unit member's file.
44 Derogatory materials may be removed at the unit member's request after four (4) years.

1 **General Provisions Regarding Evaluation and Assessment of Unit Members.**

2 The District shall retain sole responsibility for the evaluation and assessment of
3 performance of each unit member, subject only to the provisions set forth in this Article.
4 Accordingly, no grievance arising under this Article shall contest the judgment of the
5 evaluator; any grievance shall be limited to claimed procedural violations.
6

7 The evaluator shall base the evaluation of a unit member on the criteria established
8 above, information gathered through observation and conferences with the unit
9 member, and first—hand knowledge of the unit member capabilities.

10
11 The unit member has the right to attach to his/her evaluation form any statement that
12 he/she wishes to become part of the written record. Such attachments must be
13 submitted within ten (10) working days following receipt of the evaluation. Such
14 statements shall become an inseparable part of the unit member’s evaluation
15 document.
16

17 **Complaints Concerning Unit Members.**

18 Complaints concerning a unit member which may affect the unit members’ evaluation
19 should be made directly by the complainant to the person against whom the complaint
20 is lodged. Every effort should be made to resolve the complaint at the initial stage.
21 If the complaint is not resolved at this level, the complainant is requested to put the
22 complaint in writing and submit it to the unit member’s supervisor and the unit member
23 within ten (10) days.

24 The Superintendent’s decision will be final, unless the unit member, the complainant, or
25 the Superintendent requests a hearing within ten (10) days before the Board regarding
26 the complaint. The District will consider the complaint resolved if the complainant fails to
27 put it in writing.
28

29 **Hearing.**

30 No hearing will be held by the Board on any complaint unless and until the Board has
31 received the Superintendent’s written report concerning the complaint. The
32 Superintendent shall submit the written report to the Board within ten (10) days after the
33 complainant has appealed in writing the Superintendent’s recommendation(s) or
34 decisions(s). The Superintendent’s report will contain, but will not be limited to, the
35 following:

- 36 • The name of each unit member involved.
- 37 • A brief, but specific, summary to inform the Board and the employee(s) as to the
38 precise nature of the complaint and to allow the unit member(s) to prepare a
39 defense.
- 40 • A copy of the signed original of the complaint.
- 41 • A summary of the action taken, with the Superintendent’s specific findings,
42 summary of the Superintendent’s actions and a statement why the
43 Superintendent’s actions did not satisfy the complaints will be given.
44

45 All information or proceedings regarding any complaint shall be kept confidential by the
46 District. Any complaint which is withdrawn or not sustained by the Board shall not be
47 placed in the unit member’s personnel file.

- 1 Any complaint or allegation involving potential criminal misconduct shall be exempted
- 2 from the provisions of this section.

1 **ARTICLE 10 – LEAVES**

2
3 Unit members who are permanent must be in paid-status for not less than seventy-five
4 percent (75%) of their contracted FTE per instructional year in order to be credited for a
5 year's experience. Unit members who are probationary must provide instructional
6 service for not less than seventy-five percent (75%) of their contracted FTE per
7 instructional year to be credited for a year's experience. All leave forms are set forth in
8 Appendix C.

9
10 When teachers are granted a paid leave of absence, the teacher shall be entitled to (a)
11 receive appropriate wages and fringe benefits, including but not limited to, insurance
12 and retirement, (b) return to the same or similar position which he/she enjoyed
13 immediately preceding the commencement of the leave, and (c) to receive credit for all
14 benefits and rights accrued to him/her prior to his/her leave.

15
16 A teacher granted an unpaid leave of absence shall be entitled to (a) return to a unit
17 position, (b) may participate in the District' fringe benefit program at the teacher's own
18 expense, and (c) retains seniority accrued prior to the unpaid leave.

19
20 Requests for leave must be signed by the employee and approved by the principal prior
21 to the leave. In the event of an emergency, the leave request must be submitted
22 immediately upon return.

23
24 Temporary leave without pay for any reason not covered under this Article may be
25 granted upon the request of a unit member. A written request must first be submitted to
26 Human Resources.

27
28 **Bereavement Leave.**

29 A teacher shall be granted necessary leave of absence, not to exceed three (3) days or
30 five (5) days if out of state travel is required to the death of any member of his/her
31 immediate family.

32
33 No deduction shall be made from the teacher's salary for such leave nor shall such
34 leave be deducted from leave granted by other sections of this Agreement.

35
36 **Illness, Injury**

37 Every full time certificated teacher shall be entitled to ten (10) paid days of leave of
38 absence or illness, injury, or personal necessity for the employee and/or immediate
39 family member as defined in Article 3, with full pay for each school year of service. A
40 teacher who is employed for less than full time is entitled to that proportion of the leave
41 of absence as equal to the percentage of the FTE (full time equivalent). Unused leave
42 shall be accumulated from year to year

43
44 In the event a certificated teacher has used up all of his/her current and accumulated
45 leave, he /she shall be entitled to his/her per diem pay less the cost of a substitute
46 teacher pursuant to Education Code section 44977. Credit for leave need not be
47 accrued prior to taking such leave.

1 **Illness or Injury Verification**

2 When an absence exceeds five (5) working days, a teacher may be required to verify
3 his/her absence in one (1) or more of the following ways:

- 4 • A statement from his/her physician certifying the illness or injury;
- 5 • The principal may certify to the illness or injury; and / or
- 6 • The teacher may file a personal statement setting forth the nature of the illness or
7 injury.

8
9 This statement is subject to the approval of the Superintendent.

10
11 **Personal Necessity Leave.**

12 Accumulated sick leave may be used in case of personal necessity. Normally, personal
13 necessity leave must be approved in advance by the Superintendent, or designee.

14 Requests for personal necessity leave shall include the date(s) of the intended absence
15 and the nature of the necessity. Normally the Superintendent shall act upon requests
16 for personal necessity leave within five (5) working days. Prior approval shall not be
17 required in the following circumstances: (a) death or serious illness of a member of the
18 teacher's immediate family, (b) an accident involving the teacher's person or property,
19 or the person or property of a member of the teacher's immediate family.

20
21 Personal necessity leave shall be granted in not less than half day increments.

22
23 In addition to personal necessity leave, teachers may request and may be granted
24 personal leave on either a non-pay or differential pay (per diem salary less cost of
25 substitute) basis.

26
27 Annually, seven (7) days of personal necessity may be used without explanation. It is
28 provided, however, that not more than ten percent (10%) of the site bargaining unit may
29 utilize personal leave on one duty day.

30
31 **Family Care Leave.**

32 The District shall comply with the California Family Rights Act of 1991, as amended,
33 and the federal Family and Medical Leave Act of 1993. Under the law, unit members
34 are entitled to three (3) months of unpaid family care leave during any 12-month period.
35 In general, "family care leave" means leave because of (1) birth of a child of a unit
36 member, (2) the placement of a child with a unit member in connection with the
37 adoption or foster care of a child/step child of a unit member, or (3) leave to care for a
38 parent, spouse or a child who has a serious health condition with exceptions for (1) and
39 (2) see CRFA Leave on the next page. The 12-month period shall be July 1 through
40 June 30 each year.

41
42 In accordance with the federal law, the District shall pay the unit member's regular
43 health and benefits contributions for up to three (3) months during the 12-month period.
44 The District may recover the District's contributions if the unit member fails to return
45 from leave, except if the reason is the continuation, reoccurrence, or onset of a serious
46 health condition or something else beyond the unit member's control.

1 The Director of Human Resources shall respond to any unit member's questions
2 regarding eligibility for Family Care Leave, including representation by the Association if
3 requested by the employee.

4
5 Certificated employees who work at least 60% or more of an FTE assignment shall be
6 eligible to request Family Care Leave.

7
8 Eligible employees who request this leave shall determine when leave will begin. The
9 three (3) months of unpaid family care and medical leave shall run concurrently with
10 other paid leaves from the date of employer notice that the employee has qualified for
11 such a leave, except that the three (3) months of family care and medical leave shall run
12 consecutively to any leave taken because of disability on account of pregnancy,
13 childbirth, or related medical condition.

14
15 **Pregnancy Disability Leave.**

16 Teachers are entitled to use sick leave for disabilities cause or contributed to by
17 pregnancy, miscarriage, childbirth, and recovery henceforth on the same terms and
18 conditions governing leaves of absence from other illness or medical disability.

19
20 The length of such disability leave, including the date on which the leave shall
21 commence and the date on which the duties are to be resumed, shall be determined by
22 the teacher and the teacher's physician. However, the Superintendent may require
23 verification of the extent of disability through a physical examination of the teacher by a
24 physician appointed and paid for by the District.

25
26 **California Family Rights Act.**

27 Teachers are entitled to 12 weeks of CFRA leave per AB375 with differential pay for
28 disabilities because of pregnancy, miscarriage, childbirth, or recovery henceforth when
29 all sick leave has been exhausted. Should both parents be employed by the district,
30 they would share the 12 weeks of leave.

31
32 **Child Rearing Leave.**

33 Unpaid leave may be granted to a male or female teacher who is a natural or adopting
34 parent for the purpose of rearing his/her child. Arrangements for such leave should be
35 made no less than sixty (60) calendar days prior to the start of the semester or year
36 involved. Such leave may be extended by the Board.

37
38 **Industrial Accident or Illness Leave.**

39 All certificated teachers of the District are covered by Worker's Compensation, covering
40 on-the-job accident or illness. The Worker's compensation law requires that the
41 employer file accident reports on all employees who suffer on-the-job accidents or
42 illnesses. It is the responsibility of the teacher to report all on-the-job injuries and
43 illnesses to the District within 24 hours.

44
45 All certificated teachers are eligible for Industrial Accident and Illness Leave, not to
46 exceed sixty (60) working days in any one fiscal year for the same accident. Allowable
47 leave shall not be accumulated from year to year.

1 When a certificated teacher is absent from his/her duties on account of an industrial
2 accident or illness, her/she shall be paid such portion of the salary due him/her for any
3 month in which the absence occurs, as, when added to his/her temporary disability
4 indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to
5 him/her of not more than his/her full salary.
6

7 The phrase "full salary" as utilized in this subdivision shall be computed so that it shall
8 not be less than the teacher's "average weekly earnings" as that phrase is utilized in
9 Section 4453 of the Labor Code. For purposes of this section, however, the maximum
10 and minimum weekly earnings set forth in Section 4453 of the Labor Code shall
11 otherwise not be deemed applicable.
12

13 Industrial accident or illness leave shall be reduced by one full day for each day of
14 authorized absence regardless of a temporary disability indemnity award.
15

16 When an industrial accident or illness leave overlaps into the next fiscal year, the
17 teacher shall be entitled to only the amount of unused leave due him/her for the same
18 illness or injury.
19

20 Upon termination of the industrial accident or illness leave, the teacher shall be entitled
21 to the benefits provided in Education Code sections 44977, 44978 and 44983 and for
22 the purposes of each of these sections, his/her absence shall be deemed to have
23 commenced on the date of termination of the industrial accident or illness leave,
24 provided that if the teacher continues to receive temporary disability indemnity, will
25 result in a payment to him/her of not more than his/her full salary.
26

27 The Governing Board may, by rule or regulation, provide for such additional leave or
28 absence for industrial accident or illness as it deems appropriate.
29

30 During any paid leave of absence, the teacher shall endorse to the District, the
31 temporary disability indemnity checks received on account of his/her industrial accident
32 or illness. The District, in turn, shall issue the teacher's appropriate salary warrants for
33 payment of the teacher's salary and shall deduct normal retirement, other authorized
34 contributions, and the temporary disability indemnity, if any, actually paid to and
35 retained by the teacher for periods covered under such salary warrants.
36

37 **Jury Leave.**

38 Teachers may be absent from duty to serve as jurors or required court witnesses (other
39 than personal business) without loss of pay. Fees paid the teachers for such services
40 shall be payable to the school district, however, the unit member may keep any meal or
41 mileage allowance. Should the unit member postpone jury service to a period when
42 students are not present, the District shall reimburse the unit member eighty dollars
43 (\$80.00) per day to a maximum of four (4) days.
44

45 **Military Leave.**

46 Military leave shall be granted as required by statute and in conformity with law.

1 **Association Leave Time.**

2 The Association President or designee shall be entitled to up to ten (10) days of release
3 time above and beyond release time necessary for negotiations.
4

5 **Leave Bank.**

6 A Leave Bank will be created by unit members donating a minimum of one (1) day per
7 year up to a maximum of one half (1/2) of their yearly accrual of sick leave. The
8 purpose of the bank is to provide additional sick leave for eligible unit members who
9 suffer a catastrophic illness or event. All unit members are eligible to participate in the
10 leave bank provided that they make an annual donation of not less than one day.
11

12 A unit member may join the Leave Bank by completing the Catastrophic Event/Illness
13 Leave Bank form and submitting the completed form to the District no later than the 15th
14 teacher work day of the current school year.
15

16 A unit member may donate at least one (1) day of accrued sick leave during the
17 designated donation period if he/she wishes to be eligible to draw from the leave bank.
18 Donations are non-revocable. The District will, on a yearly basis, solicit opportunities for
19 donations. To request use of catastrophic leave, a unit member must complete a
20 Catastrophic Event/Illness Leave Request form and submit the form to the unit
21 member's work site or the district office.
22

23 All requests for leave will be considered by the unit members serving on the Peer
24 Assistance Panel. The decision of the Peer Assistance Panel shall be final and binding.

1 **ARTICLE 11 – SALARIES**

2
3 The salary schedule and salary classification requirements of all teachers shall be set
4 forth in the Appendix “D” to this Agreement.

5
6 Unit members shall receive a 1% one time off schedule salary payment for the 2018-19
7 school year.

8
9 The daily rate of pay (per diem salary) for teachers shall be determined by dividing the
10 teacher’s salary by the number of duty days required by this Agreement.

11
12 Beginning in 2019–2020, unit members shall receive 12 pay warrants per school year.
13 Deductions when applicable, for medical, dental and vision premium payments shall be
14 spread over the number of unit member pay warrants. In the event a unit member does
15 not fulfill their contract, they will possibly owe the district for advanced pay. The district
16 will notify the unit member in writing if an overpayment has occurred. If supplemental
17 and voluntary deductions can’t support 12 pay, 10 pay shall be utilized.

18
19 **Initial Placement on Salary Schedule.**

20 Teachers shall be credited for prior experience on a year to year basis provided that
21 such experience is in a U.S. public school. Experience in a non-U.S. public school or a
22 private institution may be applied to initial step placement if approved by the
23 Superintendent. New teachers shall be placed on Step 1 until prior experience is
24 verified. Upon verification, placement shall be in accordance with credited prior
25 experience on a retroactive bases.

26
27 **Credit for Prior Education.**

28 Teachers shall be placed in the appropriate salary Range in accordance with earned
29 post graduate units from an accredited university or college provided that such post
30 graduate units were earned with a grade of “C” or higher and are for courses applicable
31 to an appropriate advanced degree or to the teaching field. New teachers shall be
32 placed on Range 1 until proper education is verified. Upon verification, placement shall
33 be in accordance with credited prior education on a retroactive basis.

34
35 **Credit for Step Advancement.**

36 Unit members shall advance one step on the salary schedule as follows:

- 37 1. Probationary unit members must provide instructional service for not less than
38 seventy-five percent (75%) of their contracted FTE per instructional year in order
39 to be credited for a year’s experience.
40 2. Permanent unit members shall be in paid status for not less than seventy-five
41 percent (75%) of their contracted FTE per instructional year in order to be
42 credited for a year’s experience.

43
44 **Credit for Class Advancement.**

45 Teachers shall be advanced in salary schedule classification based on successfully
46 completed college units earned in upper division or graduate level course work from a

1 college or university accredited by a nationally recognized authority (such as the
2 Western Accreditation of Schools and Colleges) subject to the following criteria:

- 3
- 4 • Courses directly related to a currently held credential
- 5 • Courses directly related to earning a new credential
- 6 • Courses within a college major or minor field of study related to current
7 assignment or credential held
- 8 • Courses that are graduate level education courses from an accredited university
- 9 • Courses directly related to a current or known future assignment
- 10 • Courses related to an advanced degree or certification from an accredited
11 university (i.e. MA - Education, Reading Specialist Certificate)
- 12 • Courses taken at the specific and written instruction of the Superintendent in
13 order to qualify for a different district assignment
- 14 • Courses taken that are required to maintain a current assignment
- 15 • Courses completed by attending an educator conference not paid for by the
16 district.
- 17

18 For units not meeting the above requirements, teachers shall seek prior approval from
19 the Superintendent or designee regarding the acceptability of such units. The petition
20 shall be submitted for prior approval not less than one month prior to the start of the
21 course. Petitions submitted after one month prior to the start of the course may still be
22 approved at the superintendent's discretion.

23

24 The District shall not normally pay cost and/or expense of formal college or University
25 classwork. The District shall not reimburse the unit member training which is taken for
26 salary schedule advancement.

27

28 Teachers shall seek approval from the Superintendent or designee regarding the
29 acceptability of such units. Teachers may petition the Superintendent for horizontal
30 movement credit for college units that are beyond the criteria listed. Normally, the
31 petition will be submitted reasonably in advance of enrollment in such courses.

32

33 Applications for horizontal movement for the ensuing years shall be in writing on a form
34 provided by the District and submitted by May 15 of the current school year. By
35 October 1, employees shall furnish the district with official transcripts or, until official
36 transcripts are available, a grade report that shows course work was successfully
37 completed, thereby justifying horizontal movement and interim placement. All pay for
38 horizontal movement will be retroactive to July 1. Evidence of course completion
39 submitted after October 1 will not result in horizontal movement until the following year.
40 Certificated unit acknowledgement forms submitted after May 15 of the current school
41 year will not be applied toward horizontal movement for the following school year. p (i.e.
42 an acknowledgement form submitted on June 1, 2019 will not be applied towards
43 horizontal movement until the 2020-21 school year).

44

45 Recognition for longevity shall be specified in the Appendix on the salary schedule in
46 this Agreement.

1
2 Employees shall be advanced to the appropriate longevity steps based on total years of
3 educational experience.

4
5 **Payroll Adjustments.**

6 Any teacher who believes he or she has been overpaid or underpaid shall report such
7 suspected overpayment or underpayment to the District Office and the Association, as
8 soon as possible. Similarly, the District will promptly notify a teacher and the
9 Association, when it determines that a teacher has been overpaid or underpaid.

10
11 In the event of an alleged overpayment of a teacher's salary occurs, the following
12 procedures shall be followed:

- 13
14 • The District shall notify the Association and the teacher in writing regarding these
15 contract procedures pertaining to the overpayment of salary.

- 1 • The teacher and his or her Association representative, if requested, shall meet
2 with the Superintendent to discuss an overpayment. If the parties agree that an
3 overpayment has occurred, the teacher may elect to prepay the amount of
4 overpayment in one lump sum or lump such payroll deduction or develop a
5 repayment schedule. If a repayment schedule is developed, the repayment
6 period shall be no longer than the period during which the teacher was overpaid.
7 The parties shall develop a mutually agreed upon repayment schedule which
8 shall not result in more than 25% of the teacher's pay being withheld from any
9 single pay warrant.
- 10
- 11 • Any teacher who terminates employment with the District before repayment is
12 completed shall have the total of the unpaid amount deducted from teacher's
13 final pay warrant.
- 14

15 In the event an alleged underpayment of a teacher's salary occurs, the following
16 procedures shall be followed:

- 17
- 18 • The teacher and his or her Association representative, if requested, shall meet
19 with the Superintendent to discuss an underpayment. If the parties agree that an
20 underpayment has occurred and reach agreement on the amount of the
21 underpayment, such agreement and understanding shall be reduced to a written
22 form and mutually signed. Full correction to the teacher shall occur within the
23 next available payroll period, subject to the processing timelines of the San Diego
24 County Office of Education. A reasonable period of time shall be afforded the
25 parties in their mutual effort to factually correct the issue(s).
- 26
- 27 • In the event the District does not concur with the allegation of underpayment by
28 the Association or the teacher, the teacher or the Association may file a grievance
29 or take other appropriate legal action to contest the alleged underpayment.
- 30
- 31 • The standard statutory limitation of three years shall apply to both under-
32 payments and overpayments.
- 33
- 34 • Any payroll error resulting in insufficient payment to the teacher shall be
35 corrected within the next available payroll period, subject to the process timelines
36 of the San Diego County Office of Education.
- 37
- 38 • The District will issue a letter to each teacher prior to the first working day of each
39 school year that denotes the teacher's years of service and placement on the
40 salary schedule.
- 41
- 42 • In the event of a reduction of incoming revenue to the District, the Association will
43 work with the district to design a corresponding reduction to total compensation
44 for unit members. Should incoming revenue increase, the District will work with
45 the Association to design a corresponding increase to total compensation with
46 the consideration of district-wide increased costs of operations.

1 **ARTICLE 12- BENEFITS**

2
3 The District shall provide each unit member with a fifty percent (50%) or greater
4 assignment with employee coverage under the negotiated coverage provided by the
5 District benefit plan.

6
7 Effective July 1, 2018, the District's maximum contribution to medical insurance benefits
8 for eligible unit members shall be an amount equal to the HMO employee only benefit
9 rate plus an additional \$4,200 per year towards employee plus one (1) or family
10 medical, dental, or vision coverage. The benefits contribution may be combined if both
11 parents are certificated employees of the district.

12
13 Eligible unit members may enroll additional dependent(s) at their own cost in the district
14 provided benefit plan.

15
16 Eligible unit members shall be provided dental, vision, and life insurance benefits by the
17 District. Such benefits shall be provided at the earliest possible date following proper
18 notification by the District to the current providers. The date of the implementation will
19 be delayed if the District is required to pay more than a nominal penalty. The specific
20 dental and life insurance plans provided under this section are as follows:

- 21 • Delta Dental or Safeguard / Metlife – current plan
- 22 • Vision coverage through Medical Eye Services

23
24 Fifty Thousand (\$50,000) level term life insurance policy, from Prudential through
25 Keenan and Associates, shall be provided to all unit members and Five Thousand
26 (\$5,000) term life insurance policy from prudential shall be provided for each employee
27 dependent, as referenced above.

28
29 Unit members may enroll eligible dependents at their own cost on any of the plans as
30 referenced above. The District shall provide all unit members with coverage under the
31 current Income Protection Plan.

32
33 The District shall provide and maintain an IRC Section 125 fund for each eligible unit
34 member entitled to benefit coverage under this Article.

35
36 Any changes in carriers or benefits shall be negotiated between the parties.

1 **ARTICLE 13 - RETIREE HEALTH AND WELFARE BENEFITS**

2
3 The District shall offer to contribute towards the cost of retired employee health
4 insurance under the current district (paid employee only) coverage on the following
5 basis:

6
7 AGE AT TIME MINIMUM YEARS OF BASIC DISTRICT OF
8 RETIREMENT SERVICE IN BUSD CONTRIBUTION
9

10 55	10	50%
11 56	10	55%
12 57	10	60%
13 58	10	65%
14 59	10	70%
15 60	10	75%

16

17 An additional contribution towards retiree health insurance under the current district
18 (paid employee only) coverage for additional years of service at time of retirement shall
19 be offered on the following basis:

20

21 <u>AGE</u>	21 <u>ADDITIONAL CONTRIBUTION</u>
22 55	5% for each year of service over 10 years
23 56	5% for each year of service over 11 years
24 57	5% for each year of service over 12 years
25 58	5% for each year of service over 13 years
26 59	5% for each year of service over 14 years
27 60	5% for each year of service over 15 years

28

29 The District's cost of providing retiree health insurance shall not exceed the cost of
30 providing health insurance for active unit members of the bargaining unit, prorated on
31 the basis set forth above.

32
33 The District's contribution, if less than full cost of health insurance, shall be contingent
34 upon timely receipt of the retiree's portion of the total contribution on a monthly basis.

35
36 This benefit shall be effective upon retirement, provided that the unit member has
37 elected this benefit prior to the effective date of retirement, and shall be continued until
38 the unit member is eligible for Medicare, Part A or age 65. Participation in this program
39 is subject to reasonable requirements imposed by the District's health insurance carrier.
40 For retirees who do not elect to receive this benefit prior to retirement, participation at a
41 later time shall be subject to approval by the District and its health insurance carrier.

ARTICLE 14 – HOURS

Normal work hours shall be seven and one-half (7.5) continuous hours inclusive of a lunch period.

Work hours shall not impact a unit member’s ability to work and earn additional compensation during the last thirty (30) minutes of the seven and one-half (7.5) hour work day.

*Note: Refer to Appendix D for all athletic and academic activities which qualify for additional compensation.

Unit members shall be allowed to leave the work site following the safe dismissal of students on work days immediately preceding local, state or national holidays or on days when school functions, such as open house, back-to-school night, parent conferences, occur outside of the contractual days as defined in above.

Unit members shall enjoy a duty free lunch period normally consistent with the students’ lunch period, but not less than thirty (30) minutes in duration.

Kindergarten classes will be dismissed 10 minutes prior to the end of the school day. The following prep times are identified by grade level: Provided unit members fulfill any assigned duties, elementary unit members will receive a total of 60 minutes of prep time before and/or after the student start and end times, at the unit members discretion; at the middle school and high school, the preparation/conference period shall be the same length as the regular class period.

All unit members assigned to grades 6-12 shall be assigned a preparation/conference period within the instructional day with the exception of a K-6 configured school.

Teaching Specialists personnel shall meet with their site administrator to individually arrange a preparation/conference schedule within their workday/work week.

For additional District approved courses, all district teachers, on a voluntary basis may teach an additional period on a regular basis and be compensated at a rate of pay equal to the percent of weekly student contact hours. All voluntary service classes would require a minimum of 60% of the average classroom enrollment at a given site. If not filled by a site employee, then it will be posted district-wide and unit members shall have priority in filling such positions including summer school/summer academy positions. Implementation of this program shall not result in a reduction in force in certificated positions.

Two times per year mutually scheduled with BTA and BUSD, the unit member contractual day shall end ninety (90) minutes early to be used for BTA-directed professional development. These days shall be in lieu of district professional development time, therefore not reducing instructional minutes for students.

1 **Substitute Service.** Beginning 2018-19, voluntary substitute service will be as follows:
2 Unit members may be asked to substitute for other unit members during their
3 preparation/conference periods. The District shall attempt to minimize circumstances
4 which would cause unit members to teach during their preparation/ conference period.

5
6 Unit members at the elementary level shall not be required to substitute. If a unit
7 member does substitute, he/she will be paid at the rate of \$180/per day for a full day or
8 \$90 for a half day. If a class is dispersed among multiple unit members to provide
9 coverage, teachers receiving the additional students shall receive a prorated portion of
10 the above rate. Elementary unit members shall only be asked to substitute if all other
11 options have been exhausted.

12
13 Unit members at the secondary level shall not be required to substitute. If a unit
14 member does substitute, he/she will be paid the hourly rate for substitute service while
15 providing coverage during their preparation period or while covering more than one
16 class at a time. Teachers with flexible daily schedules (i.e. RSP/Co-teachers) that are
17 available to cover for more than one period will receive compensation for all periods
18 covered. Secondary unit members shall only be asked to cover additional periods if all
19 other options have been exhausted.

20
21 Administration will make every effort to minimize the use of EL and Special Education
22 unit members for substitute purposes.

23
24 **Work Year.** The work year shall be one hundred eighty-three (183) days for new unit
25 members and one hundred eighty-two (182) days for returning unit members.
26 Instructional days shall be one hundred eighty (180) days if funded by the state
27 legislature. In the event of a fiscal emergency both parties agree to reconvene
28 negotiations concerning work year. The two (2) non-student days shall be scheduled
29 and utilized as follows: one (1) day directly before the start of the school year and one
30 (1) day during the school year to be mutually scheduled. The professional development
31 day during the school year will include two (2) hours of individual teacher preparation
32 and the remainder of the day shall be used for team collaboration based upon an
33 agenda submitted in advance to Site Administration.

34
35 Teachers, Paraprofessionals, and Administrators will meet at the end of each quarter to
36 discuss and record the assessment of individual student progress made toward meeting
37 the goals of the Local Control Accountability Plan (LCAP). The District will provide a
38 minimum day at the end of every quarter.

39
40 Normal work hour computation percentage for partial contracts is based on days worked
41 as calculated by FTE (full time equivalent). When necessary, computation for partial
42 teaching contracts shall be made by periods (Middle/High School) and hours
43 (Elementary School), exclusive of lunch, preparation period and passing times: (e.g. a
44 unit member teaching three (3) periods and the regular FTE schedule is six (6) periods,
45 then that constitutes a fifty percent (50%) contract.

46
47 **Shared Contracts:** Shared contracts shall be allowed with only one unit member

1 receiving the health benefit package (ex. 49% and 51%). The following provisions shall
2 take place with a shared contract:

- 3
- 4 1. Shared contracts will only be allowed for permanent employees.
- 5 2. Only one (1) shared contract per every two hundred fifty (250) students at the
6 site. Sites with less than 250 students will be allowed one (1) shared contract.
7
- 8 3. Each shared contract teacher will be evaluated on their normal evaluation cycle.
9
- 10 4. Employees shall remain on the same step for two (2) years before moving up the
11 pay scale.
12
- 13 5. The term of a shared contract shall be one (1) school year. Shared contract
14 teachers must submit to the principal for approval on an annual basis, a calendar
15 showing their shared work day schedules no later than May 1st of each year.
16
- 17 6. In the event that a shared contract team is not fulfilling their professional
18 obligations, the shared contract may be terminated by the District.
19
- 20 7. Permanent unit members who wish to participate in a shared contract shall
21 submit a written plan for a shared contract on an annual basis. The plan shall
22 include a detailed plan for the sharing of duties, responsibilities, and health/
23 welfare benefits to the 51% teacher. In addition, the plan shall contain a detailed
24 calendar for the pertinent school year that specifies the days of service for each
25 participant in the shared contract. The plan shall be submitted to the school
26 principal/supervisor by March 1 (exception for 2018-19 would be a deadline of
27 June 30, 2018), of the year proceeding the school year in which the applicants
28 desire to participate in the shared contract.
29
- 30 8. Unit members shall be notified of their shared contract approval or disapproval by
31 March 15 (exception for 2018-19 would be a deadline of July 15, 2018), but the
32 final site/grade level assignment for the team will be determined using the same
33 procedures and timelines utilized for the District's full time teachers. If the
34 principal/supervisor does not approve the plan, reasons for the disapproval shall
35 be provided to the bargaining unit members in writing within a reasonable time.
36
- 37 9. Teachers who participate in a shared contract who are eligible for the Masters
38 Stipend will have the stipend prorated to the percentage of time they are
39 responsible for the shared classroom. For example, a 49-51 job share between
40 two teachers who each are eligible for a Masters Stipend will mean a 49% and
41 51% Masters Stipend for specified teacher and so on.
42
- 43 10. Unit members who wish to participate in a shared contract will be required to
44 request a leave of absence without pay, as described in Article 10 of this
45 agreement, for that portion of the school year during which they will not be
46 working. Unit members who participate in a shared contract shall be offered full-
47 time employment in the event that the shared contract will not continue the

1 following school year. Unit members ending a shared contract and
2 returning to full time employment will be assigned to a position in accordance
3 with the provisions of Article 10 of this agreement.
4

5 11. Unit members participating in a shared contract shall be required to perform the
6 complete range of adjunct duties required of a unit member in a full-time contract.
7

8 12. The team member who is on duty at the time of the staff development/school
9 business meetings shall provide the required essential information to the partner
10 who is not on duty at the time. District directed professional development
11 trainings shall be attended by both partners. The partner who is not scheduled to
12 work that day shall be paid the current hourly "out of contract" pay.
13

1 **ARTICLE 15 – VACANCIES, TRANSFER AND REASSIGNMENT PROCEDURES**
2

3 **Notification of Vacancies.** Each notification of vacancy shall include any special
4 qualification needed to fill the position. Transfer/vacancy form is set forth in Appendix
5 E. Notice of vacancies will be prepared as soon as possible after vacancies and new
6 positions are known. Certificated vacancies will be emailed to all unit members by
7 human resources prior to advertising externally. Five (5) business days shall pass
8 between the email being sent to unit members and the position being posted externally.
9 During the two weeks before and after the first instructional day, the inside-only posting
10 period shall be reduced to 24 hours within the business week.

11
12 **Voluntary Reassignments.** Before reassigning unit members within a school, the
13 principal shall inform all unit members of the opening. Unit members wishing to be
14 reassigned may volunteer to do so; granted they are qualified for the position. If there
15 are multiple volunteers, seniority within the site shall prevail.

16
17 Request for reassignment within a school shall be requested in writing and directed to
18 the school principal (using the Appendix E 1 form). Request will be kept active for a
19 period of one (1) year from date of filing. Following this time, a new application or
20 request for renewal must be filed if further consideration is to be given.

21
22 **Voluntary Transfers.** Request for transfer shall be made to the Human Resources
23 Office on forms provided by the District for this purpose. Request will be kept active for
24 a period of one (1) year from the date of filing. Following this time, a new application or
25 request for renewal must be filed if further consideration is to be given.

26
27 The District will give special consideration to present unit members for vacant positions.
28 Special Consideration means that applicants who qualify according to the criteria in this
29 Article will be interviewed by the principal before the position is advertised externally.

30
31 Transfer shall be permitted any time during the school year. If a transfer is granted mid-
32 year, the District may opt to delay the transfer until the next school year if determined to
33 be in the best interest of the students.

34
35 Request for transfer to a different site shall be requested in writing and directed to the
36 Human Resources office (using the Appendix E 2 form). Request will be kept active for
37 a period of one (1) year from the date of filing. Following this time, a new application or
38 request for renewal must be filed if further consideration is to be given.

39
40 In the event the transfer is denied, the applicant may make a written request and
41 receive the specific reason for the denial in writing within five (5) working days.

42
43 **Involuntary Transfer and Reassignment.** Advance notification will be given to the
44 unit member being transferred or reassigned as soon as possible.

45
46 When an involuntary transfer/reassignment is necessary (as determined by the District)
47 and all other qualifications are equal, District seniority prevails.

1 The District will provide the assistance in moving the unit member's materials.

2

3 The District shall provide two (2) days of release time to implement an involuntary
4 transfer/reassignment if the transfer occurs during the year. If the involuntary
5 transfer/reassignment occurs during the summer, the impacted bargaining unit member
6 will be paid no more than two (2) days per diem to move and prepare for the new
7 assignment.

8

9 The following criteria shall serve as the basis for involuntary transfer:

- 10 • Seniority within the District.
- 11 • Quality of service to the District as reflected in past evaluations.
- 12 • Experience within the assignment area.
- 13 • Special ability to contribute in adjunct duty areas.
- 14 • Appropriate certification.
- 15 • Bilingual ability when relevant.
- 16 • Needs of the Education Program.

17

18 Itinerant personnel shall be allocated thirty (30) minutes for the purpose of travel
19 between schools. Whenever possible, this allocation shall be combined with their
20 regularly established lunch period. Itinerant personnel shall be reimbursed for mileage
21 at the established District rate.

22

ARTICLE 16- SAFETY

1
2
3
4
5
6

Any unit member with a serious safety concern shall email details of the concern to the site administrator and the designated person at the district office. The site administrator, with direction from the district, shall respond in writing to the concern within three (3) business days.

1 **ARTICLE 17 - PEER ASSISTANCE REVIEW**

2
3 The Peer Assistance and Review (PAR) program shall provide assistance to permanent
4 teachers who receive an unsatisfactory rating in any one standard in the areas of
5 subject matter knowledge, teaching strategies, classroom management, and/ or
6 teaching methods and instruction (Standards 1-5). The PAR forms are set forth in
7 Appendix G.

8
9 The Peer Assistance Review (PAR) Panel serves as the arbitrating and advising Panel
10 for evaluations using guidelines that are consistent with the terms of the Agreement
11 between the Bonsall Unified School District and the Bonsall Teachers Association.

12
13 The PAR program's assistance shall be provided through Consulting Teachers as
14 described in this Article of this document. This assistance shall not involve the
15 participation in nor the conducting of the annual evaluation of certificated unit members
16 as set forth in Education Code section 44660, et seq., except for making available to the
17 evaluator the results of Referred Participating Teachers participation in the PAR
18 program.

- 19 • PAR participation will not exceed one (1) calendar year
- 20 • The PT must earn developing or meets ratings in areas marked unsatisfactory
- 21 • The two (2) years following the successful exit from PAR shall be evaluation
22 years for the unit member

23
24 The PAR Panel shall consist of five members. Three members shall be certificated
25 classroom teachers chosen by the Association. The District shall select two
26 administrators to serve on the Panel. To promote continuity, the members of the Panel
27 shall serve three year terms. The Chair will be selected annually by the Panel. The
28 position of Chair shall alternate between a teacher and an administrator. Any vacancy
29 on the Panel shall be promptly filled by the District or the Association as appropriate.

30
31 The PAR Panel shall have at least three regularly scheduled meetings. Such meetings
32 shall take place within the standard teacher workday unless requested otherwise by a
33 majority of teacher panel members. In that case, Panel members would be paid an
34 hourly rate of \$50.00.

35
36 The PAR Panel's primary responsibilities involve overseeing the Consulting Teachers.
37 In addition the Panel shall have specific responsibilities.

38
39 Provide annual training for the PAR Panel which shall include training about the
40 program, responsibilities, and related legal issues. In addition the panel shall have
41 specific responsibilities:

- 42 • Establish its rules of procedure.
- 43
44 • Selecting the Consulting Teachers by majority vote of the panel. The selection
45 process may include classroom observation(s) of the candidates by at least one
46

1 teacher and one administrative member of the Panel. Release time shall be
2 provided the teacher Panel member if such observation is needed.

- 3
- 4 • Minutes shall be kept of each meeting of the Panel.
- 5

6 The qualifications for the Consulting Teacher (CT) shall be set forth in the Rules and
7 Procedures of the PAR Panel provided that the following shall constitute minimum
8 requirements:

- 9 • A minimum of five years of experience in classroom instruction with three of
10 those being in the District.
- 11
- 12 • Shall demonstrate exemplary adherence to state and district standards and
13 curriculum as indicated by:
 - 14 ○ effective communication skills,
 - 15 ○ subject matter knowledge
 - 16 ○ classroom management and organization.
 - 17 ○ expertise in monitoring student progress
 - 18 ○ mastery of a range of teaching strategies necessary to meet the needs
19 of pupils in different contexts.
 - 20

21 The CT shall have the responsibility for no more than 1 Participating Teacher (PT) each
22 semester. Consulting Teachers shall assist PTs by demonstrating, observing, coaching
23 to include one-on-one coaching conferencing, referring to professional development
24 opportunities such as workshops and conferences, or other activities which in their
25 professional judgment, will assist the PT.

26

27 The CT shall monitor the progress of the PT and shall provide periodic written and
28 verbal reports to the PT for discussion and review. See Appendix G.

29

30 CTs shall earn a \$1,500 stipend per semester for their work with the PT.

1 **ARTICLE 18 – GENERAL PROVISIONS**

2

3 **Separability.**

4 If any provision of the Agreement or any application thereof to any unit member is held
5 by a court of competent jurisdiction to be contrary to law, then such provision or
6 application will be deemed invalid, to the extent required by such court decision, but all
7 other provisions or applications shall continue in full force and effect. The parties shall
8 meet at the request of either party to renegotiate the Article or provision found to be
9 illegal.

10

11 **Support of Agreement.**

12 The District and the Association agree that it is to their mutual benefit to encourage the
13 resolution of differences through the meet and negotiate process. Therefore, it is agreed
14 that the District and the Association will support this Agreement for its term. During the
15 term of this Agreement, the Association expressly waives and relinquishes the right to
16 meet and negotiate except as otherwise expressly provided in this Agreement.

17

18 **Agreement Prevails over District Practices and Procedures.**

19 It is understood and agreed that the specific provisions contained in this Agreement
20 shall prevail over District practices and procedures, and over State laws to the extent
21 permitted by State law and that in the absence of specific provisions of this Agreement,
22 such practices and procedures are discretionary with the District.

23

24 **Concerted Activities.**

25 The Association hereby agrees that neither it nor its members, or agents, or
26 representatives, or the employees, or persons acting in concert with any of them, shall
27 incite, encourage, or participate in any strike, walkout, slowdown, or other work
28 stoppage of any nature whatsoever during the life of this agreement. In the event of any
29 strike, walkout, slowdown, or work stoppage or threat thereof, the Association and its
30 officers will make a good faith effort to end or avert the same. Any employee
31 authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike,
32 slowdown, work stoppage, or other concerted interference in violation of this Article,
33 shall be subject to discipline which may include termination as provided for in the
34 Education Code.

1 **ARTICLE 19- CLASS SIZE & CLASS PREPS**

2
3 In planning each year's enrollment of students and regular classroom teachers, the
4 District shall staff as follows:

- 5
6 TK 20:1 After 20 students until a maximum cap of 24 students, the impacted unit
7 member may select from one of the following options:
8 a. Request a para professional to be employed for the classroom at 3.9
9 hours/day. If a para professional isn't immediately available, the unit member
10 shall receive compensation as provided for in subsection "b" until a para
11 professional begins work in the classroom.
12 b. \$20/per student/per day up to the maximum cap to be paid monthly.

- 13
14 K-3 24: 1 After 24 students until a maximum cap of 27 students, the impacted
15 bargaining unit member may select form one of the following options:
16 a. Request a para professional to be employed for that classroom at 3.9
17 hours/day. If a para professional isn't immediately available, the unit member
18 shall receive compensation as provided for in subsection "b" until a para
19 professional begins work in the classroom.
20 b. \$20/per student/per day up to the maximum cap to be paid monthly.

- 21
22 4-6 32:1 After 32 students until a maximum cap of 35 students, the impacted
23 bargaining unit member may select form one of the following options:
24 a. Request a para professional to be employed for that classroom at 3.9
25 hours/day. If a para professional isn't immediately available, the unit member
26 shall receive compensation as provided for in subsection "b" until a para
27 professional begins work in the classroom.
28 b. \$20/per student/per day up to the maximum cap to be paid monthly.

- 29
30 Secondary 6-12 34:1 After 34 students until a maximum cap of 38 students, the
31 impacted bargaining unit member may select from one of the following options:
32 a. Request a para professional for support in classes over the size restriction. If
33 a para professional isn't immediately available, the unit member shall receive
34 compensation as provided for in subsection "b" until a para professional
35 begins work in the classroom.
36 b. \$4/per student/per class/per day up to the maximum cap to be paid monthly.

- 37
38 PE/Choir/Musical Theater/Band 44:1 After 44 students, until a maximum of 52 students,
39 the impacted bargaining unit member may select from one of the following
40 options:
41 a. Request a para professional for support in classes over the size restriction. If
42 a para professional isn't immediately available, the unit member shall receive
43 compensation as provided for in subsection "b" until a para professional
44 begins work in the classroom.
45 b. \$4/per student/per class/per day up to the maximum cap to be paid monthly.

46
47 Resource teachers shall not have more than 28 students on their caseload per

1 Education Code section 56362. Mod/Severe/SEAS classes shall have a maximum of
2 12 students. A para professional shall be added if the class exceed 12 and up to 14
3 students. Until a para professional is provided, the unit member shall be paid at \$20/per
4 day/per student. At 15 students the class will be split into two.

5
6

7 **Class Preps**

8

9 At the secondary level, there shall be a maximum of four (4) class preps for each unit
10 member. If a unit member is assigned a fifth prep, the unit member shall be
11 compensated at a rate of \$10/per day paid monthly.

1 **ARTICLE 20 – PART-TIME EMPLOYMENT WILL FULL RETIREMENT CREDIT**
2

3 A unit member may request a reduced work load with full retirement credit. The District
4 shall review the needs of the District and may grant reduced work load provided that
5 vacancies exist and subject to the following conditions:
6

- 7 • The option of the part-time employment may be exercised only for a period not to
8 exceed ten (10) years, by request of the unit member and can be revoked only
9 with the mutual consent of the District and the unit member.
10
- 11 • The unit member shall have attained age fifty-five (55) prior to the reduction of
12 the work load under the plan and prior to the beginning of a school year.
13
- 14 • The unit member may participate in the program for not more than ten (10) years.
15 The unit member shall agree to retire at the end of this period. Unit members
16 may be participants after the age of sixty-five (65).
17
- 18 • The unit member shall have completed ten (10) years of active service employed
19 in this District under the provisions of the State Teachers Retirement System, of
20 which five (5) years immediately preceding reduced service shall have been full-
21 time.
22
- 23 • The unit member shall make contributions to the State Teachers Retirement
24 System as though he or she were working full-time and receiving full salary. The
25 District shall make contributions to the State Teachers Retirement System as
26 though the unit member is working full- time.
27
- 28 • The unit member shall be paid a salary, which is the pro-rata share of the salary
29 he or she would be earning had he or she not elected to exercise the option of
30 part-time employment.
31
- 32 • The unit member shall receive full District health and welfare benefits as though
33 rendering full-time service. Other employment benefits, such as sick leave, shall
34 be prorated to reflect part-time employment.
35
- 36 • Reduced service shall be based on a full school year and the minimum
37 compensation paid or time worked must be equivalent to no less than one-half
38 (1/2) of the number of days of service required of unit members serving full-time.
39 The reduced service may be on a daily schedule or full time for at least one-half
40 (1/2) year; however, all contributions must be paid monthly to the State Teachers
41 Retirement System.
42
- 43 • On an annual basis, a unit member who is interested in or currently participating
44 in the program will contact the District Superintendent. The Superintendent shall
45 schedule a meeting with each unit member applicant to explore the development
46 of a mutually agreeable program for such unit member and this District. If the unit

1 member secures prior approval from the District Superintendent, a written
2 agreement between the unit member and the District will be prepared and signed
3 outlining the job description, duties, and location(s) of the assignment, and dates
4 of employment on an annual basis.
5

1 **ARTICLE 21 – DISTRICT RIGHTS**

2
3 It is understood and agreed that the District retains all of its powers and authority to
4 direct, manage and control to the full extent of the law. Included in, but not limited to
5 those duties and powers are the exclusive right to: determine its organization; direct the
6 work of its employees; determine the times and hours of operation; determine the kinds
7 and levels of services to be provided and means of providing them; establish its
8 educational policies, goals and objectives; ensure the rights and educational
9 opportunities of students; determine staffing patterns; determine the number and kinds
10 of personnel required; maintain the efficiency of District operations; determine the
11 curriculum; build, move or modify facilities; establish budget procedures and
12 determine budgetary allocation; determine the methods of raising revenue; contract
13 out work; and take action on any matter in the event of an emergency. In addition, the
14 District retains the right to hire, classify, assign, evaluate, promote, terminate, and
15 discipline employees in accordance with state laws and this agreement.
16

17 The exercise of the foregoing powers, rights, authority, duties and responsibilities by
18 the District, the adoption of policies, rules, regulations and practices in
19 furtherance thereof, and the use of judgment and discretion in connection
20 therewith, shall be limited only by the specific and express terms of this
21 Agreement, and then only to the extent such specific and express terms are in
22 conformance with law. It is the intent of the parties that these rights shall not abridge
23 Association Rights as guaranteed under the EERA.
24

25 The district retains its right to temporarily suspend policies and practices referred
26 to in this Agreement in cases of emergency. Emergencies to be defined as such Acts of
27 God as earthquake, flood, severe storms, fire, or other conditions threatening safety of
28 children or staff.
29

**BONSALL UNIFIED SCHOOL DISTRICT
CERTIFICATED CONTRACT GRIEVANCE FORM - LEVEL II**

Informal Conference Date: _____

Article 8- Grievance Procedure

Submission of Complaint – All portions of this section must be completed by the grievant.

Employee Name: _____

Statement of Grievance: _____

Specify section of content violated: (Cite source)

Remedy Sought:

Employee's Signature: _____ Date: _____

Upon completion of this section, grievant shall present original and a copy to immediate supervisor/principal. A copy should be retained by grievant.

Immediate Supervisor's Response: _____

Supervisor's Signature: _____ Date: _____

Upon completion of this section, immediate supervisor shall retain original, present a copy to grievant and forward a copy to Superintendent.

BONSALL UNIFIED SCHOOL DISTRICT
CERTIFICATED CONTRACT GRIEVANCE FORM - LEVEL III

Article 8- Grievance Procedure

Submission of Complaint – All portions of this section must be completed by the grievant. Copy of completed Grievance Form – Level II must be attached.

Employee Name: _____

Reason for Appeal: _____

Statement of Grievance: _____

Remedy Sought: _____

Employee's Signature: _____ Date: _____

Upon completion of this section, grievant shall present original and a copy to the Superintendent. A copy should be retained by grievant

HRD (Designee)'s Response:

Designee's Signature: _____ Date: _____

Upon completion of this section, Designee shall retain original, present a copy to grievant and forward a copy to Principal. The original and all attachments shall be filed.

BONSALL UNIFIED SCHOOL DISTRICT
CERTIFICATED CONTRACT GRIEVANCE FORM - LEVEL IV
BUSD/BTA Article 8 – Grievance Procedure

REQUEST FOR MEDIATION

This section must be completed by the grievant. All copies of the Grievance Steps must be attached.

I, _____, hereby request that this grievance be submitted to Mediation.

My representative is: _____

Employee's Signature: _____ Date: _____

BONSALL UNIFIED SCHOOL DISTRICT
CERTIFICATED CONTRACT GRIEVANCE FORM - LEVEL V
BUSD/BTA Article 8 – Grievance Procedure

REQUEST FOR ARBITRATION

This section must be completed by the grievant. All copies of the Grievance Steps must be attached.

BTA hereby requests that this grievance be submitted to Arbitration.

My representative is: _____

Employee's Signature: _____ Date: _____

**Bonsall Unified School District
Certificated Personnel
End of Year Notification**

Annual Goals Only or Goals and Evaluation

Evaluatee _____ Location _____ Assignment _____

The _____ school year has been designated as a:

Goals Only

Goals and evaluation

In accordance with the Evaluation Procedure described in Article 9 of the contract, prior to the 17th day of the instructional calendar, a meeting with the site administrator will be scheduled to discuss:

Annual Goals Only: All certificated staff will complete the goal forms and bring to the scheduled meeting. Another meeting will be scheduled at the end of the year to review progress towards your goals.

Annual Goals and Evaluation: In addition to completing the goal forms, teachers on the evaluation cycle will give input as to the timeframe for class observations and discuss with the administrator the possibility of completing an Alternative Evaluation Project.

**Bonsall Unified School District
Certificated Personnel**

Annual Goals Only or Goals and Evaluation Notification

Evaluatee _____ Location _____ Assignment _____

The _____ school year has been designated as a:

Goals Only

Goals and evaluation

In accordance with the Evaluation Procedure described in Article 9 of the contract, prior to the end of the 17th instructional day of the school year, at meeting with the site administrator will be schedule to discuss:

Annual Goals Only: All certificated staff will complete the goal forms and bring to the scheduled meeting. Another meeting will be scheduled at the end of the year to review progress towards your goals.

Annual Goals and Evaluation: In addition to completing the goal forms, teachers on the evaluation cycle will give input as to the timeframe for class observations and discuss with the administrator the possibility of completing an Alternative Evaluation Project.

My suggested date and time for this conference is: _____

If there is a problem with this time and date, notify me no later than
_____ (date.)

Supervisor/Designated as Evaluator

Date

The above date conflicts with my schedule, _____ would work better for me.

In accordance with Article 9, this meeting shall occur before the 17th instructional day of the school year.

Distribution: • Personnel File • Evaluatee



Annual Certificated Goals Form

Employee:			<input type="checkbox"/> Goals Only	<input type="checkbox"/> Goals and Observation
Site:		<input type="checkbox"/>	Permanent	
Assignment:		<input type="checkbox"/>	Temporary	
Administrator:		<input type="checkbox"/>	Probationary 1 st year	
Date:		<input type="checkbox"/>	Probationary 2 nd year	

Timeline: Meeting to occur within the first 17 days of instruction

Standards of Evaluation:

- Teachers shall select 2 elements within any standard (1-6)*
- The district/site will annually select 2 elements from any standard (1-6)

**elements cannot be the same as the district.*

Classroom Teacher (suggest standards 1-3)

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning

District/Site (suggest standards 4-6)

4. Planning Instruction and Designing Learning Experiences for Student Learning
5. Assessing Students for Learning
6. Developing as a Professional Educator

Teacher selected elements: _____ & _____

District/site selected elements: _____ & _____

Preferred time(s) for observations: _____

Eligible for Alternative Evaluation? (5+ years teaching in BUSD & Satisfactory evaluations) Yes No

- I am interested in an Alternative Evaluation option.
 My plan to discuss this option will be:
 During my pre-evaluation meeting
 At a time we can schedule later (by _____)

We met to discuss the goals and evaluation plan on _____.

 Certificated Employee Signature

 Date

 Administrator Signature

 Date

California Standards for the Teaching Profession (CSTP)

STANDARD ONE:

Engaging and Support 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 interests.
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 learning needs
1.5	Promoting critical thinking through inquiry, problem solving, and reflection
1.6	Monitoring student learning and adjusting instruction while teaching

STANDARD THREE:

Understanding and Organizing Subject Matter for Student Learning	
3.1	Demonstrating knowledge subject matter, academic content standards, and curriculum frameworks
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 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 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 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	Developing, communicating, and maintaining high standards for individual and group behavior
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
2.7	Using instructional time to optimize learning

STANDARD FOUR:

Planning Instruction and Designing Learning Experiences 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 meeting the learning needs of all students
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

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

**Bonsall Unified School District
Observation of Teaching Performance**

Name: _____ Date: _____ Obs# 1 2 3 4 (Circle One)

Site: _____ Position: _____

Status of Teacher: Permanent Temporary Probationary 2 Probationary 1

STANDARD ONE:

Engaging and Support 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 interests.
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 learning needs
1.5	Promoting critical thinking through inquiry, problem solving, and reflection
1.6	Monitoring student learning and adjusting instruction while teaching

Standard One Comments**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	Developing, communicating, and maintaining high standards for individual and group behavior
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn

Standard Two Comments**STANDARD THREE:**

Understanding and Organizing Subject Matter for Student Learning	
3.1	Demonstrating knowledge subject matter, academic content standards, and curriculum frameworks
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 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 Three Comments

**Bonsall Unified School District
Observation of Teaching Performance (cont.)**

Name: _____ Date: _____

Elements: _____ & _____ Start Time: _____ End Time: _____

Coaching Commendations/Recommendations for Standards 1-6

Admin. Signature: _____ Employee Signature: _____

Final Teacher Evaluation

Employee:			
Site:		<input type="checkbox"/>	Permanent
Assignment:		<input type="checkbox"/>	Temporary
Administrator:		<input type="checkbox"/>	Probationary 1 st year
Date:		<input type="checkbox"/>	Probationary 2 nd year

Due Dates: Temporary/Prob 1 and Prob 2 No later than 3/1 Permanent No later than 5/1

	Meets District Requirements	*Developing Practice	*Unsatisfactory
Standard 1: Engaging and Supporting All Students in Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard 2: Creating and Maintaining Effective Environments for Student Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard 3: Understanding and Organizing Subject Matter for Student Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard 4: Planning Instruction and Designing Learning Experiences for Student Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard 5: Assessing Students for Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard 6: Developing as a Professional Educator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Any marks in Developing Practice or Unsatisfactory will be explained in the Overall Performance Summary.

Overall Performance Summary

You have the right to submit a written response within 10 days. Your response shall become a permanent attachment to this Final Evaluation and will be placed in your personnel file.

<input type="checkbox"/>	Meets District Requirements
<input type="checkbox"/>	Developing Practice (3+ Standards) Coaching Plan for upcoming year
<input type="checkbox"/>	Unsatisfactory (2+ Standards) Referred to PAR

Teacher's Signature Date Administrator's Signature

BONSALL UNIFIED SCHOOL DISTRICT**CERTIFICATED EMPLOYEE LEAVE BANK (CATASTROPHIC EVENT/ILLNESS)**

Employees who wish to contribute a portion of their accumulated sick leave will be eligible to use sick leave days in the event of Catastrophic Event/Illness pursuant to procedures set forth in Board Policy 4251.10 (attached). The District will annually solicit for donations to the sick leave bank. In order to maintain eligibility to “withdraw” leave days from the bank, a certificated employee must donate at least one (1) sick leave day per year.

IMPORTANT INFORMATION ABOUT THE LEAVE BANK IS AS FOLLOWS:

1. **Creation and maintenance of the Leave Bank:** The Leave Bank will be created by individual employees donating a minimum of one (1) day per year up to a maximum of one half (1/2) of their annual allotment of sick leave.
2. **How to donate:** Fill out the “Certificated Employee Leave Bank Form” and submit the completed form to the Human Resources Department within the first 15 workdays of the school year.
3. **Eligibility to use the Leave Bank:** An employee must donate at least one (1) day of annual allotment of sick leave during the designated donation period if they wish to be eligible to draw from the Leave Bank.
4. **Solicitation of donations:** The Human Resources Department will on an annual basis, solicit opportunities for donations.
5. **How to request a withdrawal:** Request a “Certificated Leave Bank Withdrawal Form” from the Human Resources Department. Submit the completed Form to the Human Resources Department.
6. **Consideration of requests for withdrawal from the Leave Bank:** All requests for withdrawal will be considered by the unit members of the PAR Panel. The decision of the Panel will be final and binding.

PERSONNEL

Leave Bank (Catastrophic Event/Illness)

Preamble: Eligible employees who suffer a catastrophic illness or event which causes an extended leave of absence may receive benefits pursuant to this policy.

Limit on Eligibility: The use of this Leave Bank shall only be available to those Certificated employees who have made a donation to the Leave Bank.

When Granted: Employees who suffer a catastrophic illness or event which results in the employee using all available paid leave, shall then become eligible to use this Leave Bank, subject to the restrictions and conditions outlined in this policy.

Leave Bank: The Bonsall Unified School District shall establish a Leave Bank to which all the employees may donate earned and unused sick leave days to the Leave Bank. This donation shall be irrevocable, and shall be accomplished by the employee filing a certificated "Employee Leave Bank Donation Form". The form shall clearly state that the sick leave days being donated are irrevocably given to the Leave Bank, and cannot be rescinded for any reason whatsoever. A donation to the Leave Bank shall be a general donation, and shall not be donated to a specific employee for his/her exclusive use.

Limit on Number of Days: Employees may donate a maximum of one-half of their annual allotment of sick leave days. Employees must contribute a minimum of one (1) day per year to maintain eligibility.

Exclusions: Pending and/or approved workers compensation claims and related industrial illness leaves shall normally be excluded from the benefits of this policy.

Solicitation of Donations: Contributions for the Leave Bank shall be donated within the first 15 workdays of each year. At the beginning of the donation period, the Human Resources Department shall send to each employee a notice outlining the Leave Bank program and the "Certificated Employee Leave Bank Form". All donations must be received by the Human Resources Department no later than the 15th workday of the school year.

Leave Bank PAR Panel: All certificated employees wishing to use the Leave Bank shall submit a "Leave Bank Request for Withdrawal Form". This form shall be submitted to the Human Resources Department, the request shall state the maximum number of days being requested by the employee. The Leave Bank Committee shall consider the request of the employee. The Panel chairperson shall be selected annually by the Panel. All requests for withdrawal will be considered by unit members on the PAR Panel. Approval of any request shall require a majority vote of the Panel unit members. The decision of the Panel shall be final and binding.

Maximum Number of Days Used: The maximum number of days allowed to be utilized by one employee for a single illness shall not exceed fifty (50) days or fifty percent (50%) of the total available bank whichever is less and revisited by PAR Panel if needed.

Approved and Unused Days Returned to Leave Bank: Any days approved by the Panel that are unused by the employee shall be returned to the Leave Bank.

Part-Time Employees: Donations to the Leave Bank as well as days of utilization for part-time employees shall be credited on a pro-rated basis.

One Used Day Equal to the Employee's Regular Pay: If an employee uses a day from the Leave Bank, pay for that day shall be the same pay the employee would have received had the employee worked that day.

Employees on this Leave Considered in Paid Status: Employees who are granted use of the Leave Bank days shall be considered in regular paid status during such use.

Coordination with Fifty Percent (50%) Leave: Leave granted under this policy shall be coordinated with fifty percent (50%) leave to create a full day of wages.

**BONSALL UNIFIED SCHOOL DISTRICT
CERTIFICATED EMPLOYEE LEAVE BANK
DONATION FORM**

***Must be submitted with 15 days of the instructional year.**

Date: _____

I, _____, am donating _____ sick leave
Name # of Days

day(s) to the Bonsall Employee Leave Bank.

I am aware that I must contribute a minimum of one (1) day per year to maintain my eligibility to request a withdrawal from the leave bank.

It is understood that the sick leave days being donated are irrevocably given to the Leave Bank, and cannot be rescinded for any reason whatsoever.

It is also understood that this is a general donation and shall not be donated to a specific employee.

Signature

Date

BONSALL UNIFIED SCHOOL DISTRICT

**EMPLOYEE LEAVE BANK
REQUEST FOR WITHDRAWAL**

Please type or print clearly

I, _____, am requesting utilization of _____ day(s)
Name # of days

(may not exceed 50 days) from the Bonsall Certificated Employee Leave Bank.

State reason(s) for request, please be specific, and complete as possible. If illness, injury, surgery, include doctor's verification.

Signature

Date

Committee Meeting Use Only

Disposition of Request:

PAR Panel meeting date: _____

Approved

Disapproved

Number of days approved: _____

Signature of Panel Chairperson

Date

**BONSALL UNIFIED SCHOOL DISTRICT
LEAVE OF ABSENCE REQUEST
CERTIFICATED STAFF ONLY**

Employee Name _____ **Circle Site:** BES BW SMS VBCS BHS

Leave of absence for _____ full day
(Date) half day am pm

CHECK ONE OF THE FOLLOWING:

Sick Day(s) are deducted: ARITCLE 10

_____ Illness; injury; quarantine; doctor/dental appointment for the employee and/or immediate family member as defined in Article 3 (after 5 consecutive days, medical verification may be requested.)

_____ Personal Necessity – no reason necessary: this type of leave may be given at full pay, with prior approval for up to seven (7) days per school year without explanation from the employee.

Sick Day(s) are deducted until verified:

_____ Jury Duty (endorse or pay fees received to the district)

_____ Industrial Accident or Illness (forms are available in the district office)

Sick Day(s) not deducted:

_____ Bereavement because of the death of my _____
(within 150 miles - 3 days; out of state or more than 150 miles– 5 days)

_____ District Business _____ School Business

Name of conference or workshop or reason for roving sub

LCAP Goal (#1, #2, or #3) if applicable

Employee's Signature

Date

Principal's Approval

Date

Director of Human Resources

Date

BONSALL UNIFIED SCHOOL DISTRICT

Leave of Absence – Maternity/Paternity

Planning Form

Name: _____

Sick Days: _____

Pregnancy Disability Leave (PDL)	California Family Rights Leave (CFRA)
<input type="checkbox"/> Six (6) weeks after birth <input type="checkbox"/> Eight (8) weeks (Doctor's Note) <input type="checkbox"/> Extending Leave *PDL & FMLA run concurrently	*First 12 months after birth or placement <ul style="list-style-type: none"> • Additional 12 weeks for bonding <ul style="list-style-type: none"> ✓ Must have 12 months of continuous contracted services ✓ Must have at least 1250 hours during the prior 12-month period • A partial work week = 1 week of bonding • Any vacation weeks are not included as one of the 12 weeks • Sick days must be exhausted first Approx.. date _____ Verified date _____ • Will be placed in differential pay status (daily rate minus actual sum paid for sub)

***75% of the year = 135 days**

*** Probationary teachers must provide service 75% of instructional year to gain a step**

***Permanent teachers must be in paid status 75% of the school year to gain a step**

Date of planned return: _____

Employee Signature: _____ Date: _____

Bonsall Unified School District Stipend Schedule

a.) Unit members accepting an assignment to the following coaching positions shall be paid an annual stipend for each sport as indicated:

Secondary Sports Stipends

Sport	Stipend
High School Athletic Director	\$6,000
Middle School Athletic Director	\$2,300
Varsity Coach	\$2,300
JR Varsity Coach	\$2,000

Athletic Director and coaches will be paid the government rate mileage for official league games and playoff games.

b.) Unit members accepting the following advisor assignments shall be paid the annual stipend as indicated:

Academic Stipends

Elementary		Middle		High	
Yearbook	\$1,000	Yearbook	\$1,000	Yearbook	\$1,000
ASB	\$1,000	ASB	\$2,000	ASB	\$2,000
		Band	\$1,500	Band	\$1,500
		Choir	\$1,500	Choir	\$1,500
GATE	\$500	GATE	\$500	GATE	\$500
				STEM Coordinator	\$2,300
Technology	\$4,000	Technology	\$4,000	Technology	\$4,000

Other Stipends

Nurse	\$9,000
District ELD Coordinator	\$9,000

Charter School Lead teacher/Technology	\$4,000
BTSA Coordinator	\$2,500
BTSA Support Providers	\$1,250
Master's Degree	\$1,500
Sixth Grade Camp	\$500
Track/Field	\$500

Unit members attending sixth grade camp shall receive additional pay of \$500. In the event camp occurs on a holiday, an attending unit member may or may not attend on said holiday, however, if a unit member attends camps, they may select another workday as a compensatory day for said attendance.

Lead Teachers \$4,000

Unit members, other than the unit member who receives the Charter School Lead Teacher/Technology stipend, who are appointed to a position of Lead Teacher shall receive this stipend.

Speech/Language Pathologist \$9,000 (comes from Special Education funding)

Autism Specialist \$9,000 (comes from Special Education funding)

Hourly Pay Positions at \$30 / Hour

Curriculum Development / Staff Training / After School / Friday School

Unit members appointed to curriculum development and/or staff training positions shall be paid at the hourly rate. A time sheet for these hours shall be submitted monthly.

Voluntary Substitute Service

When a unit member uses a preparation period for the purpose of providing voluntary substitute service for the absent teacher unit member.

- A.) For every class period covered, the unit member providing the class coverage will be paid at the hourly rate. (Timesheet is required for processing payment.)

Salary Advancement Timeline

Due Date	Form Title	Explanation
<p>May 15th of the current school year (new hires must furnish all transcripts by October 1st)</p>	<p>Certificated Unit Acknowledgement Form (Appendix D4)</p>	<p>All coursework you plan to use towards salary advancement for the following school year must be submitted by May 15th of the current school year. This includes all coursework taken during the current school year AND all coursework expected to be taken between May-September. Courses submitted on this form must fall within the following categories:</p> <ul style="list-style-type: none"> • Courses directly related to a currently held credential • Courses directly related to earning a new credential • Courses within a college major or minor field of study related to current assignment or credential held • Courses that are graduate level education courses from an accredited university • Courses directly related to a current or known future assignment • Courses related to an advanced degree or certification from an accredited university (i.e. MA - Education, Reading Specialist Certificate) • Courses taken at the specific and written instruction of the Superintendent in order to qualify for a different district assignment • Courses taken that are required to maintain a current assignment • Courses completed by attending an educator conference not paid for by the district
<p>Not less than one month prior to the start of the course</p>	<p>Certificated Unit Approval Form (Appendix D3)</p>	<p>All coursework that does not fit within the bullet points above must be pre-approved by the superintendent or designee. Coursework not pre-approved may still be accepted at the district's discretion. Examples of coursework that may be considered:</p> <ul style="list-style-type: none"> • foreign language coursework taken to earn a BCLAD, • lower division coursework directly related to current or known future teaching assignment

October 1st (or within 30 days of hire date)		Official Transcripts showing completed coursework earning a grade of C or better must be furnished to the district by October 1st. In the event an official transcript is temporarily unavailable, a grade report showing course completion will be accepted until an official transcript can be provided. This form should accompany the official transcripts/grade report identifying which courses can be found on the transcript.
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BONSALL UNIFIED SCHOOL DISTRICT CERTIFICATED UNIT ACKNOWLEDGEMENT FORM

NAME: _____

DATE: _____

May 15th of the current school year (new hires must furnish all transcripts by October 1st)

All coursework that does not fit within the bullet points below must be pre-approved by the superintendent or designee. Coursework not pre-approved may still be accepted at the district's discretion.

Courses submitted on this form do not fall within the following categories:

- Courses directly related to a currently held credential
- Courses directly related to earning a new credential
- Courses within a college major or minor field of study related to current assignment or credential held
- Courses that are graduate level education courses from an accredited university
- Courses directly related to a current or known future assignment
- Courses related to an advanced degree or certification from an accredited university (i.e. MA - Education, Reading Specialist Certificate)
- Courses taken at the specific and written instruction of the Superintendent in order to qualify for a different district assignment
- Courses taken that are required to maintain a current assignment
- Courses completed by attending an educator conference not paid for by the district

Dept. / No.	Title of Course	College/University	Number of Units	Completion Date

Signature : _____

Date: _____

Approved: _____

Date: _____

BONSALL UNIFIED SCHOOL DISTRICT CERTIFICATED UNIT APPROVAL FORM

NAME: _____

DATE: _____

By May 15th of the current school year (new hires must furnish all transcripts by October 1st), all coursework that does not fit within the bullet points below must be pre-approved by the superintendent or designee. Coursework not pre-approved may still be accepted at the district's discretion.

Courses submitted on this form do not fall within the following categories:

- Courses directly related to a currently held credential
- Courses directly related to earning a new credential
- Courses within a college major or minor field of study related to current assignment or credential held
- Courses that are graduate level education courses from an accredited university
- Courses directly related to a current or known future assignment
- Courses related to an advanced degree or certification from an accredited university (i.e. MA - Education, Reading Specialist Certificate)
- Courses taken at the specific and written instruction of the Superintendent in order to qualify for a different district assignment
- Courses taken that are required to maintain a current assignment
- Courses completed by attending an educator conference not paid for by the district

Examples of coursework that may be considered:

- foreign language coursework taken to earn a BCLAD,
- lower division coursework directly related to current or known future teaching assignment

Dept. / No.	Title of Course	College/University	Number of Units	Completion Date

Signature : _____

Date: _____

Approved: _____

Date: _____

BONSALL UNIFIED SCHOOL DISTRICT

**CERTIFICATED APPLICATION FOR VOLUNTARY REASSIGNMENT
(within the school site)**

Voluntary Reassignment (to another position within the same site)

This completed form should be given to your site principal.

Name: PLEASE PRINT: _____

Current Position: _____

Reassignment Position Being Requested: _____

BUSD Hire Date: _____

Credentials Held: (Check all that apply)

___ Multiple Subject-Supplemental Authorization in _____

___ Single Subj-Authorization in: _____ with Supplemental Authorization in _____

___ Special Education in: _____ with Supplementary Auth. In _____

___ BCLAD/BCC

___ CLAD / or Equivalent

___ Other: _____

Signature: _____ Date: _____

BONSALL UNIFIED SCHOOL DISTRICT

**CERTIFICATED APPLICATION FOR VOLUNTARY TRANSFER
(to another school site)**

Voluntary Transfer request to another school site made in accordance with the Collective Bargaining Agreement. Please refer to the current contract when completing this form. The completed Voluntary Transfer request form should be sent to the Human Resource Office. The request will stay on file for one year. Applicants must reapply each year.

Name: PLEASE PRINT: _____

Current Position: _____

I wish to interview with the site administrator at _____ school for the position of _____ . (Grade/Subject).

Contact Information: _____

BUSD Hire Date: _____

Credentials Held: (Check all that apply)

___ Multiple Subject-Supplemental Authorization in _____

___ Single Subj-Authorization in: _____ with Supplemental Authorization in _____

___ Special Education in: _____ with Supplementary Auth. In _____

___ BCLAD/BCC

___ CLAD / or Equivalent

___ Other: _____

Signature: _____ Date: _____

Note: Copies of this form will be forwarded to the Administrator at the requested site.

PEER ASSISTANCE REVIEW TEAM PLAN

SCHOOL YEAR _____ **SITE** _____

Teacher

Teacher Representative

Supervising Principal

Support Provider

Human Resources

Team Members: _____

Signature: _____

Date: _____

Areas of Concern/Support Needed:				
CSTP Performance Goals	Strategies Activities and Timetables	Support Structures	Data Collection Method and Sources	Evidence for Progress