Collective Bargaining Agreement

between the

Board of Education of the

BONITA UNIFIED SCHOOL DISTRICT

and the

BONITA UNIFIED TEACHERS ASSOCIATION

July 1, 2023 through June 30, 2028

TABLE OF CONTENTS

Article 1 RECOGNITION……6

Article 2 CLASS SIZE……7

Section 2.1 K-12 Ratio
2.2 Ratio Exceeded
2.3 Class Size
2.4 Elementary Guidelines for Class Formation
2.5 Elementary Class Size Committee
2.6 Guidelines to Build the Secondary Master Schedule
2.7 Secondary Master Schedule Committee
2.8 Elementary Guidelines for Compensation for Class Size Overages
2.9 Secondary Guidelines for Compensation for Class Size Overages
2.10 Secondary Guidelines for Co-Teaching
2.11 District Guidelines Overages
2.12 Class Size Reduction
2.13 New Legislation

Article 3 LEAVES……11

Section 3.1 Sick Leave
3.2 Child Birth Leave
3.3 Child Adoption
3.4 Personal Necessity
3.5 Extended Illness or Injury
3.6 Bereavement
3.7 Personal
3.8 Sabbatical
3.9 Catastrophic Leave Donation
3.10 Jury Duty
3.11 Industrial Accident or Illness Leave
3.12 Other Leave Without Pay
3.13 Leave for District Business
3.14 Family Leave and Medical Care Act
3.15 Electronic Form Conversion

Article 4 EVALUATION PROCEDURES……19

Section 4.1 Evaluation Definitions
4.2 Evaluation
4.3 Exclusions
4.4 Objectives
4.5 Observations
4.7 Remediation
4.8 Timeline
4.9 Grievance
4.10 Personnel File
4.11 Summer School

Article 5 SUMMER SCHOOL……21

Article 6 HOURS……22

Section 6.1 Workday
6.2 Instructional/Professional Duties
6.3 Duty-Free Lunch Period
6.4 Conference/Preparation
6.5 Adjunct Duties

6.6 Emergency
6.7 Work year
6.8 Kindergarten extra support time
6.9 Transitional Kindergarten (TK) extra support time
6.10 Education Specialist Release Time
6.11 Mandated Trainings

Article 7 SAFETY CONDITIONS……..28
Section 7.1 Safe Working Conditions
7.2 Procedures
7.3 Personal Property
7.4 Health and Safety
7.5 Child Abuse Reporting
7.6 Student Discipline
7.7 Committees on Disciplinary Policies & Procedures
7.8 Notification of Students on Student Contract
7.9 School Site Safety Committee

Article 8 REASSIGNMENT PROCEDURES……31
Section 8.1 Definitions
8.2 Posting of Vacancies
8.3 Voluntary Reassignment
8.4 Involuntary Reassignment
8.5 Relocation Assistance

Article 9 TRANSFER PROCEDURES 33
Section 9.1 Definitions
9.2 Posting of Vacancies
9.3 Voluntary Transfer
9.4 Involuntary Transfer
9.5 Relocation Assistance

Article 10 GRIEVANCE PROCEDURE.....35
Section 10.1 Definitions
10.2 Procedures
10.3 Miscellaneous Provisions

Article 11 DISCIPLINARY PROCEDURES/JUST CAUSE 38
Section 11.1 Just Cause
11.2 Progressive Discipline
11.3 Notice of Suspension
11.4 Arbitration
11.5 Confidentiality
11.6 Suspension Ed Code
11.7 Discharge Ed Code

Article 12 MANAGEMENT RIGHTS 40

Article 13 ASSOCIATION RIGHTS 41
Section 13.1 Communications and Meetings
13.2 Leave/Release Time
13.3 Civil or Criminal Charges

Article 14 ORGANIZATIONAL MEMBERSHIP 43

Article 15 CONCERTED ACTIVITIES 45

Article 16 SALARY/HEALTH AND WELFARE BENEFITS 46
Section 16.1 Health Insurance
16.2 Maximum Contributions for Health Benefits
16.3 Fringe Benefit Supplement
16.4 Committee
16.5 Hold Harmless
16.6 District PERS Termination
16.7 PERS Termination
16.8 PERS Compliance
16.9 Retirement Benefits
16.10 Medicare Option
16.11 Salary 2026-2027
16.12 Benefit Committee
16.13 Speech Salary

Article 17 OTHER BOARD APPROVED ASSIGNMENTS..... 49

Article 18 PROFESSIONAL GROWTH 50

Article 19 PEER ASSISTANCE AND REVIEW 51

Article 20 NON-DISCRIMINATION/ACADEMIC FREEDOM 56

Article 21 JOB SHARING..... 58

Article 22 COMPLAINT PROCEDURE..... 59

Article 23 EFFECT OF AGREEMENT..... 60

Article 24 SAVINGS PROVISION 61

Article 25 DURATION..... 62

APPENDICES..... 63-115

SIGNATURE PAGE..... ...116

TABLE OF APPENDICES

A	Salary Schedule Step/Column Placement	63
B	Compensation for Other Board Approved Assignments	64
C	Coaching Stipends	65
D	Speech and Language Pathologist Salary Schedule	66
E	School Counselor Salary Schedule	67
G	The California Standards for the Teaching Profession	68
G1	Instructional Objectives of Expected Student Progress	70
G2	Observation & Conference Report Form	71
G3	Certificated Teacher Evaluation Report	73
G4	Professional Support Plan	79
G5	California Standards for School Counseling Programs	80
G6	School Counselor Evaluation Report	81
G7	Standards of Professional School Nursing Practice	84
G8	School Nurse Evaluation Report	85
G9	Return to Evaluation Cycle Notice	89
H	Class Coverage Report	90
I	Calendar – 2026-2027	91
I2	Calendar – 2027-2028	92
I3	Calendar – 2028-2029	93
J	Personal Equipment Authorization	94
K	Grievance Action Form – Level One	95
K1	Grievance Action Form – Level Two	96
K2	Grievance Response Form	97
L	Notice of Intention Form	98
M	Suspected Child Abuse Report	99
N	State of Child Care Custodian	100
O	Notice of Intent to Change Column	101
P	Designation of Physician	102
Q	District Letter RE: Jury Duty	103
R	Irrevocable Donation of Eligible Leave Credits	104
S	Class Size Relief Compensation	105
S1	Mainstreaming and Co-Teaching Relief Compensation	106
T	Combination Class Stipend Form	107
U	Elementary In-Staff Substitute Assignment	108
V	Job Share Packet	109
W	Part-Time Teacher Agreement for Secondary Schools	114

Article 1 – RECOGNITION

1.1 This agreement entered into pursuant to Chapter 10.7, Section 3540-3549 of Division 4, Title 1 of the Government Code, constitutes a bilateral and binding agreement between the Governing Board of the Bonita Unified School District (hereinafter, the "District") and the Bonita Unified Teachers Association, an affiliate of the California Teachers Association and the National Education Association, an employee organization (hereinafter, the "Association").

1.2 The unit shall include all teachers, temporary teachers, teachers in long-term substitute assignments extending for more than ninety (90) school days, Speech/Language Specialists, Librarian/Media Specialists, Certificated School Nurses, Counselors, ASB Advisors – Middle/High School, and CTE teachers.

1.3 The unit shall exclude all management, supervisory and confidential employees, consultants, teachers in long-term substitute assignments extending ninety (90) days or less, and Lead Nurse.

1.4 The District shall notify the Association of the proposed unit placement of new certificated classifications and negotiate the impact of any such placement prior to Board action. In the event of a dispute concerning a unit placement of any new classification, the matter shall be submitted to PERB for final determination.

Article 2 – CLASS SIZE

2.1 Whenever classroom space is available, the ratio of pupils to total number of K-12 classroom teachers within the District shall not exceed 30.5 to 1 based upon enrollment at the end of the third school week.

2.2 If the ratio of pupils to the total number of classroom teachers at any elementary, middle, or high school exceeds 31.5 for more than one school month, a teacher will be added to that staff, provided an appropriate classroom is available, except that this provision shall not apply during the last three (3) school months.

2.2.1 In determining ratios for each of the schools, SAI, CTE, Continuation and Alternative School Programs, Media/Innovation Specialist, and EL shall not be included.

2.2.2 Additional sections shall be assigned to high school sites offering AdvancedPlacement courses to compensate for adverse impact on the class size of non-advanced placement courses.

2.2.3 If the District provides release time for activity directors and high school athletic directors, their release time shall not be included in calculating staffing allocations.

2.3 If a general education classroom - as of the enrollment at the end of the third week of school - exceeds the limits listed below, an effort will be made to adjust the class size if space is available and a change in classes will not unduly disrupt the on-going program.

TK-Kindergarten:	33
Grades 1-3:	32
Combo Grades K-3:	25
Grades 4-5:	34
Combo Grades 4-5:	30
Middle:	35
High School:	35

2.3.1 Elementary PE Teachers shall be paid an overage if they go over 70students per section.

2.3.2 The student load of any unit member in grades 6-12 that exceeds 170 students, shall be paid an overage (Appendix R) with the following exceptions:

- Musical Performance 275 students
- Physical Education 275 students (sports Physical Education classes are excluded from limitations)

2.3.2.1 Every effort shall be made to have a student load of no more than 30 students per co-teaching class.

2.3.3 Such limitations shall not be applicable until the first day of the sixth week of school.

2.3.4 When a teacher agrees to accept an additional sixth section to their assignment, the student load shall not exceed 204.

2.3.3.1 Music performance, physical education, and art classes will follow their given ratios. (Appendix W)

2.3.5 The student load of unit members who teach less than five (5) sections to which the student load of 170 is applicable will be calculated on a pro rata basis (i.e., 170/5 = 34, therefore 4 sections = maximum of 136, 3 sections = maximum of 102, 2 sections = maximum of 68).

2.3.4.1 The student load for music performance, physical education and art classes will likewise be calculated on a pro rata basis.

2.3.6 Teacher approved student aides shall not count in class size maximums.

2.3.7 The maximum class size shall not exceed those limits established by current state regulations or district negotiations.

2.4 Guidelines for Elementary Class Formation

2.4.1 The student's recommended placement will be indicated on the pupil assignment card by the student's current teacher. Following completion of these cards by the classroom teachers, the appropriate grade level teachers will meet to compile class lists for the following school year. The composition of the classes shall be balanced insofar as possible, based on the elements in Section 2.5.1 below

2.4.2 Changes to the class size lists may only be made in consultation with the elementary class size committee member that created the grade level list.

2.5 The elementary class size committee shall be selected by the bargaining unit members at each school site. The committee shall be composed of at least one teacher from each grade level. Formation of the class size committee will be initiated by a site administrator.

2.5.1 The elementary class size committee's role is to make recommendations to balance classes. Consideration will include, but not be limited to, the following elements:

- student demographics
- academic needs
- behavioral needs
- students' special needs
- additional demands

2.5.2 If, by the end of the second week of the new school year, an imbalance exists in a classroom, that teacher shall refer the imbalance to the site administrator. The site administrator will refer the imbalance to the class size committee for possible readjustment.

2.5.3 The elementary class size committee shall recommend remedies to the site administrator.

2.5.4 The site administrator may alter the committee's recommendations/adjustments for educationally sound reasons.

2.6 Guidelines to Build The Secondary Master Schedule

2.6.1 The site administrator will initiate meetings to formulate the preliminary master schedule. The meetings will include the master schedule committee.

2.6.2 The master schedule committee will collaborate with the site administration to formulate the master schedule throughout the entire process.

2.6.3 Master schedule committee will consider issues such as the following:

- singleton and doubleton classes
- teachers' release periods

- class size
- reconfiguring master schedule to accommodate second semester enrollment
- teachers' average student load
- number of prep periods

2.6.4 The number of suggested maximum subject preparations at the secondary level shall be: 2 preparations for a first-year teacher; and 3 preparations for a veteran teacher.

2.6.5 The site administrator will initiate meetings with the leadership team and/or the master schedule committee, prior to May 1, to formulate the preliminary master schedule.

2.6.6 No later than May 1, the listing of tentative courses and number of sections shall be communicated.

2.6.7 No later than the last day of school, unit members shall receive their tentative assignment for the up-coming academic year.

2.6.7.1 As soon as a needed change is recognized every effort shall be made to notify the unit member of any changes to their tentative assignment.

2.7 The secondary master schedule committee shall be selected by bargaining unit members at each school site. The committee shall consist of at least one teacher from each department. Formation of the master schedule committee will be initiated by a site administrator.

2.7.1 The secondary master schedule committee's role is to make recommendations to balance classes. Consideration will include, but not be limited to, the following elements:

- numbers of students
- singleton/doubleton classes
- teacher preparations
- student schedules
- master schedule balance

2.7.2 The secondary master schedule committee shall meet as needed within the first five weeks of each semester to monitor balancing of class sizes.

2.7.3 The secondary master schedule committee shall make recommendations to the site administrator to remedy any imbalance.

2.7.3.1 Unless altered by the site administrator, the committee's recommendations will be enacted by the end of the fourth week in order to concur with the last day for add/drops.

2.7.4 The site administrator may alter the committee's recommendations/adjustments for educationally sound reasons.

2.8 Elementary Guidelines for Compensation for Class Size Overages--Compensation for class size overages will begin on the first day of the sixth week of school.

2.8.1 Effective July 1, 2023, relief payment for class size for elementary in grades four and five shall be twenty-five dollars ($25) per day, per student enrollment over thirty-four. (Appendix S)

2.8.2 Elementary school classroom teacher's assigned Tk-5 combination classes shall be paid a $150 per month stipend. These teachers may exchange this stipend money for equivalent instructional aide time on an annual basis. (Appendix T)

2.8.2.1 Compensation for combination classes starts the first month of school.

2.9 Secondary guidelines for Compensation for Class Size Overages—Compensation for class size overages will begin on the first day of the sixth week of school.

2.9.1 Relief payment for class size for secondary shall be five dollars ($5) per student enrollment beyond the thirty-fifth student or total enrollment over 170, except for music performance classes, and physical education. (Appendix S)

2.9.2 Music performance unit members in grades 6-12 shall have a maximum student load of 275. If enrollment surpasses this load, the unit member shall be paid $5.00 per student, per day over the maximum, not to exceed $12,500 per year.

2.9.3 Physical Education shall have a maximum student load of 55 students per class or 275 total student load. If enrollment surpasses this load, the unit member shall be paid $5.00 per student, per day over the maximum.

2.9.4 Sports Physical Education is not eligible for class size overage compensation.

2.9.5 When a teacher agrees to accept an additional sixth section to their assignment, the maximum student load shall be 35 students per class or 204 total student load. If enrollment surpasses this load, the unit member shall be paid $5.00 per student, per day over the maximum.

2.9.5.1 Music performance classes, and physical education will follow their given ratios. (Appendix S)

2.9.6 Teacher approved student aides shall not count in class size maximums.

2.10 Specialized Services Guidelines for Compensation for Class Size Overaged – Compensation for class size overages will begin on the first day of the sixth week of school.

2.10.1 The maximum class size for special education self-contained classrooms is thirteen (13) students. Class size overages will be paid for assigning additional students.

2.10.2 Relief payment for class size for elementary self-contained classes shall be twenty-five ($25) per day, per student enrollment over the maximum class size.

2.10.3 Relief payment for class size for secondary shall be five dollars ($5) per day, per student enrollment over the maximum class size per class period.

2.11 Secondary Guidelines for Co-Teaching.

2.11.1 Every effort shall be made to have a student load of no more than 28 students per co-teaching class with no more than 9 SAI students.

2.11.2 Co-teach classrooms shall have the following student ratios and class sizes:
No more than 31 total students without both teachers' consent
Less than 50% of the students shall be SAI
No more than 14 SAI students total per class

2.11.3 Both the general education and SAI teachers must agree to take an additional student beyond 31 total students. Both teachers shall receive class size relief for students beyond 28.

2.12 Subject to provisions contained in sections 2.8, 2.9, and 2.10, Guidelines for Compensation for Class Size Overages and Guidelines for Co-Teaching Overages, the District shall make funds available each year for this agreement.

2.13 Upon written request by the Association, the District agrees to reopen negotiations during the term of this agreement to exclusively address new class size reduction legislation which designates funds for class size relief.

Article 3 – LEAVES

3.1 Sick Leave

3.1.1 Sick leave may be used for absences arising out of illness, disability, injury, childbirth, immediate family illness, or quarantine.

3.1.2 A unit member working five (5) days per week for a full contract year shall be annually entitled to ten (10) days paid sick leave per year. A unit member working less than full-time shall be entitled to sick leave in the same ratio that their employment bears to full time employment.

3.1.2.1 Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the school year. If a unit member does not complete an entire year of service, but has used all paid sick leave, the amount of compensation received for sick leave taken but unearned shall be repaid the District, and the District shall have the right to make any necessary adjustments on the last warrant.

3.1.3 Pay for any such day of absence shall be the same as the pay which would have been received had the unit member served during the day. A unit member who is absent because of illness or injury for less than a school day shall have a prorated amount of sick leave deducted.

3.1.4 Unused sick leave shall be accumulated from year to year. If a unit member obtains employment in another California public school district, the unit member's accumulated sick leave record shall be sent to that district, upon written request.

3.1.4.1 No later than November 1st of each school year, every unit member shall receive a sick leave credit statement showing the number of days in the account and the number of days allocated for the current school year. Should a unit member retire, the accumulated sick leave shall be credited to the unit member's retirement account to the extent permitted by STRS rules and regulations.

3.1.5 Unit members must contact Human Resources Development (the designated substitute finder system) as soon as the need to be absent is known, but in no event less than two hours prior to the start of the workday. Notification shall include the expected date of return. Failure to provide adequate notice may be grounds for denial of paid leave, in the absence of extenuating circumstances.

3.1.6 If the District has reason to believe that the unit member is or has been abusing sick leave, the unit member may be required to present to the principal a medical doctor's certificate or other verification satisfactory to the District verifying the personal illness or injury.

3.1.7 When a unit member is on sick leave, they shall notify the site administrator of their expected date of return no later than the end of their teaching schedule on the day preceding their intent to return to work. If a unit member returns from sick leave prior to the date of their expected return, and has not notified the District of such return, the District shall deduct one-half the substitute's daily rate of pay if a substitute reported for services and remains at the worksite and not otherwise used.

3.1.8 If a unit member is absent for more than five (5) consecutive days, a medical doctor's certificate, or other verification satisfactory to the District, may be required by the site administrator prior to the unit member's return to work. If the District has reason to believe the illness precludes the unit member's return to work, the District may require that the unit member be examined at the District's expense by a medical doctor selected by the unit member from a panel designated by

the District to assist in determining the unit member's ability to perform assigned duties.

3.2 Child Birth Leave

3.2.1 Upon written request, child birth leave shall be granted to a unit member who is required to be absent from duties because of disability caused or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom. Such leave shall be subject to the following provisions:

3.2.1.1 Child birth leave shall be chargeable to the sick leave and/or extended illness leave pursuant to Sections 3.1 and 3.7.

3.2.1.2 A unit member is expected to continue the performance of her duties until her physician certifies that she is physically incapable of such performance.

3.2.1.3 If a unit member wishes to cease performing her duties at an earlier date, she may request a personal leave without compensation.

3.2.1.4 A unit member requesting child birth leave shall specify in writing the date on which she plans to begin the leave. The leave shall be granted for the period of time the unit member's physician verifies that she is not physically able to perform her duties.

3.2.1.5 A unit member who has been on child birth leave and chooses to return to employment on a specified date shall provide a written statement from her attending physician stating that she is physically capable of resuming the performance of her duties on the specified date.

3.2.1.6 If a unit member does not choose to return to employment until sometime after the attending physician certifies as to her capability of resuming the performance of her duties, she may request a personal leave without compensation.

3.3 Child Adoption Leave

3.3.1 The Board of Education may, upon the recommendation of the Superintendent, grant an unpaid leave of absence to a unit member for the purpose of adopting a child. This leave request shall be accompanied by verification of adoption and shall be granted up to no more than one (1) month prior to receiving custody of the child if necessary to fulfill the requirement of the adoption.

3.3.2 The beginning and ending dates of this leave shall be established by the Board of Education based upon the recommendation of the Superintendent or the Superintendent's designee after the written request has been received or reviewed. The unpaid leave may be granted for the remainder of the year the child is adopted, and the following school year.

3.3.2.1 If the unit member elects to continue benefits during the period of the leave, they must notify Human Resources not later than twenty (20) days prior to the commencing of the child adoption leave provided the unit member pays the full cost on a monthly basis in advance of the month due.

3.4 Personal Necessity Leave

3.4.1 A unit member, at their election, may use accumulated, unused sick leave not to exceed ten (10) days during each school year for any reason listed below and shall give the site administrator 24 hour advance written notice of such leave, and duration, to the extent that emergencies or circumstances beyond control do not preclude such notice.

The unit member shall not be required to secure advance permission for leave taken for any of the following reasons:

- additional bereavement leave or post-bereavement leave
- accident to unit member property
- imminent danger to property
- appearance in court
- unavoidable or indispensable personal matters, except for matters which can be taken care of outside work hours

3.4.2 Unit members may make a request for personal necessity leave for purposes other than those listed in 3.4.1 to their supervisor at least 72 hours in advance.

3.4.2.1 In the event the personal necessity is declined, the employee has the opportunity to appeal it to the Assistant Superintendent of Human Resources.

3.4.3 Unit members shall verify on a form that the reasons for the absence were consistent with this article. If the leave was not used for purposes indicated, pay may be withheld for each unverified day of absence.

3.4.4 This leave shall not be used for concerted activities.

3.5 Extended Illness or Injury Benefits

3.5.1 Upon exhaustion of all accumulated sick leave, additional non-accumulated illness/injury leave shall be available for a period not to exceed five (5) school months.

3.5.2 The salary due the unit member for any day in which the absence occurs shall be fifty percent (50%) of the employee's daily rate of pay.

3.6 Bereavement Leave

3.6.1 A unit member is entitled to a leave of absence on account of the death of any member of the immediate family. Unit members shall be granted up to five (5) days bereavement purposes. An additional two (2) days will be provided in the event of the death of a parent, spouse, significant other, or child of the unit member.

3.6.2 No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by any other provisions of the Agreement.

3.6.3 Members of the immediate family, as stated in this Section, means the mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandparent-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandson, granddaughter, stepfather, stepmother, stepchild, and/or guardian, or significant other living in the immediate household of the employee.

3.6.4 One day of bereavement leave shall be granted for the purposes of attending a funeral of a person not included in the definition of immediate family with prior notice to the principal.

3.7 Personal Leave

3.7.1 After all accumulated sick leave has been exhausted, full-time unit members may be granted up to three (3) days non-cumulative personal leave per school year. An additional two (2) days of personal leave may be granted by the Superintendent or designee subject to the approval of the reason and dates. Part-time members shall be granted personal leave on a prorated basis. The dates on which such personal leave is taken shall be subject to prior approval by the Superintendent or designee, but the reason for the leave is not subject to approval, except that gainful employment or employee organization activity during the leave shall automatically rescind the leave.

3.7.2 A substitute may be obtained for the unit member on personal leave, and pay for days absent on personal leave will be reduced by the cost of a substitute when one is obtained; there shall be no other loss of benefits. Request for personal leave must be submitted no less than one school day prior to said leave.

3.8 Sabbatical Leave

3.8.1 After completing seven (7) consecutive full school years of service, a unit member shall be eligible to apply for a leave of absence not to exceed a one-year period. Should applicants have the same number of years of service, and no prior sabbatical leave, seniority according to hire date will prevail.

3.8.2 Applicants for sabbatical leave must submit their requests in writing to Human Resources no later than January 1 of the school year preceding the school year in which the leave is requested or by October 1 if the leave is for the second semester.

3.8.3 The Board of Education may grant leaves, as recommended by the Superintendent, based upon the benefit of the proposed leave(s) to the educational process and the financial status of the District.

3.8.4 Unit members on sabbatical leave will receive one-half of the annual salary and one-half of the fringe benefit allocation they would have been paid during the period of leave, and the appropriate salary schedule placement which would have been granted had the unit member not been on leave. No other compensation will be granted to those on leave. Upon return from sabbatical leave, the District will make an effort to return the member to the member's former position. The unit member will be entitled to return to a position comparable to that which was held at the time of granting of leave.

3.8.5 The unit member will be required to post a bond of a guaranteed savings account certificate covering salary received for the period of sabbatical leave, the entire amount of which will be forfeited in the event that the member does not remain in the employ of the District for the two consecutive years as provided in the Education Code.

3.8.6 Requests for sabbatical leaves shall be granted or denied by April 15 if the sabbatical is to be for the following school year. If the sabbatical is to be granted for the second semester, the applicant will be notified by October 15.

3.8.7 Upon return from sabbatical leave, the unit member must submit verification of activities while on leave in the form of transcripts of college work or a written report of travel.

3.9 Catastrophic Leave Donation

3.9.1 On a case-by-case basis and with mutual agreement between the Association and the District, any bargaining unit member may donate up to five (5) days accumulated sick leave per year to another bargaining unit member who has suffered a long-term illness or

catastrophic event and who has exhausted all fully paid leaves.

3.9.1.1 "Fully paid" as used herein shall include any income derived from any income protection plan, and any payment from the District which equals the unit member's daily salary.

3.9.2. Donated sick leave shall be converted for utilization on a day-to-day basis, meaning the recipient shall be paid at their regular rate of pay. Once the donated days are credited to the beneficiary's sick leave, they shall become non-refundable.

3.9.2.1 Donated sick leave shall be applied in no less than half-day increments. Under no circumstances shall the unit member receiving catastrophic leave donations receive more than one hundred percent (100%) of their regular daily rate of pay.

3.9.3 Unit member shall complete the appropriate form: "Donation of Eligible Leave Credits" in Appendix R.

3.10 Jury Duty

3.10.1 Unit members will be provided paid leave for jury duty service and shall provide a notification of the summons to the site administrator.

3.10.2 It is the responsibility of the unit member to report to work whenever the unit member is not required to serve jury duty.

3.10.3 The unit member, while serving jury duty, will receive their full district warrant, provided the jury certification is attached to the absence within the absence management system.

3.10.4 The unit member will attempt to schedule jury duty so that it is least educationally disruptive.

3.10.5 If a unit member serves jury duty outside of the contracted school year that a unit member shall receive the equivalent of the current substitute teacher rate.

3.11 Industrial Accident or Illness Leave

3.11.1 A unit member who has sustained a job-related injury or illness shall report the injury or illness on the appropriate District form as soon as physically practical. To be eligible for industrial accident or illness leave, a unit member claiming such leave shall be examined by a physician approved by the District industrial accident insurance carrier, or by their personal physician previously designated on District form (Appendix P) subject to Section 3.9.8. The District's determination of eligibility for industrial accident or illness leave under this Section, if challenged, shall be subject to review by the Worker's Compensation Appeal Board.

3.11.2 Allowable leave shall be for sixty (60) days or less during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.

3.11.3 Allowable leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence.

3.11.4 During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payments of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

3.11.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of any compensation award made under worker's compensation.

3.11.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury. Upon termination of the industrial accident or illness leave, unit members shall be entitled to benefits provided in Sections 3.1 and 3.7 of this Agreement.

3.11.7 Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board of Education of the District authorized travel outside of the State.

3.11.8 The District has the right to have the unit member examined by the medical doctor designated by the District to assist in determining the length of time for which the member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to an industrial accident or illness.

3.12 Other Leave Without Pay

3.12.1 Unit members may request a personal leave without pay. The request shall be made in writing and processed through the unit member's immediate supervisor before it is presented to the Superintendent or designee for approval. The request shall specify the time of the leave and the reason for the request. Leaves not to exceed one year may be granted without pay for:

3.12.1.1 Leave to serve in the Armed Forces (including National Guard) in fulfillment of obligations incurred under Federal and State Law;

3.12.1.2 Leave for academic study;

3.12.1.3 Leave for serving in the peace corps, job corps, teachers corps, foreign military teaching program or federally sponsored civil service related to teaching;

3.12.1.4 Personal reasons;

3.12.1.5 Child care;

3.12.1.6 Request for leave without pay not listed herein may be approved if the Superintendent or designee is satisfied that the needs of the District can be met.

3.12.2 A unit member on leave without pay may participate in the employee group benefits for the duration of leave provided the unit member pays the full cost on a monthly basis in advance of the month due.

3.12.3 A unit member on leave without pay who provides service for a semester or more shall receive credit for salary schedule advancement effective mid-year.

3.12.4 A unit member on leave shall notify the Assistant Superintendent, Human Resources Development

in writing no later than March 1 of the unit member's intent to return to this system the beginning of the next school year.

3.12.5 Deductions for approved absences without pay shall be made at the daily rate of the annual contractual salary.

3.13 Leave for District Business

When it is necessary for a unit member to give testimony for District business, the unit member shall be granted such release time as necessary. The unit member shall receive full pay for leaves granted in this Section and it will not affect other leave benefits in this Agreement.

3.14 Family Care and Medical Leave

The District shall comply with State and Federal laws and applicable Board Policies concerning family care and medical leave. Family care and medical leave shall be coordinated with other leaves available as permitted by law. These include but are not limited to:

Family Medical Leave Act (FMLA)
California Family Rights Act (CFRA)
Pregnancy Disability Leave (PDL)
Parental Leave
California Kin Care

3.15 Any currently used paper form listed as an appendix in this section may be changed to an electronic format to properly document and administer the provisions of this section.

Article 4 – EVALUATION PROCEDURES

4.1 For the purpose of this Section, the evaluator shall be defined as the unit member's immediate Supervisor or any other certificated management employee who is so designated by the District management. In the event a unit member requests an evaluator other than the assigned evaluator, such request shall be made in writing to Human Resources Development on or before October 10. Final decision will be rendered by October 20.

4.1.1 The evaluator may consult with other management personnel who have the opportunity to observe the unit member and such observation may be part of the evaluation process.

4.2 Evaluation and assessment of the performance of each unit member shall be on a continuing basis as follows:

(a) For probationary unit members, once each school year;

(b) For permanent unit members with less than ten years of service in the district, at least once every other year;

(c) For unit members with permanent status and at least ten years of service in the district in accordance with Ed Code 44664, at least once every five years. The standard for these employees is to be evaluated once every two years and the Principal / Administrator has the discretion to extend the evaluation for up to five (5) years.

The evaluator may determine to evaluate the unit member for the following school year no later than (30) calendar days before the last day of school in writing (Appendix K9).

When any unit member has received an unsatisfactory evaluation, the evaluator shall annually evaluate the unit member until they receive at least an effective/proficient rating on each CSTPs/NSSCPs/SPSNPs on their evaluation. The District shall evaluate the unit member's performance using the applicable standards as listed below:

1) California Standards for the Teaching Profession, 2009 (CSTP)
2) National Standards for School Counseling Program, 1997 (CSSCP)
3) Standards of Professional School Nursing Practice, 1998 (SSNP)

(See Appendices: K-K9)

4.3 The evaluation and assessment of a unit member's performance shall not include the use of publisher's norms established by standardized tests.

4.4 The unit member to be evaluated shall identify at least two CSTPs/CSSCPs/SSNPs sub-standards as focus areas for their evaluation. The unit member and evaluator shall meet up not later than October 1 for a pre-evaluation conference. The purpose of the conference is to reach agreement on the selected CSTPs/CSSCPs/SSNPs. In the event the evaluator does not approve the selected CSTPs/CSSCPs/SSNPs and the evaluator and the unit member cannot come to an agreement as to what should constitute said CSTPs/CSSCPs/SSNPs, the evaluator's decision shall prevail. The unit member shall attach a written statement indicating their disagreement with the selected CSTPs/CSSCPs/SSSNPs.

4.4.1 At the site administrator’s discretion, all unit members may be required to write up to two (2) yearly site goals. The site goals shall not be used as part of the evaluation process.

4.5 At least one formal observation must occur prior to spring break.

4.6 The evaluator may conduct a reasonable number of observations. After each formal observation, the evaluator will discuss with the unit member the evaluator's observation and review the overall performance of the unit member. The unit member shall have the right to initiate a written response to the observation which will be part of the personnel file record.

4.7 In the event a unit member has received an unsatisfactory evaluation in any domain of the evaluated applicable standards, the evaluator shall notify the unit member in writing of such fact and describe such unsatisfactory performance on the evaluation form (appendix G1). A re- evaluation and professional support plan, which shall include specific recommendations for improvement of the unit member's performance, are required. The unit member shall have the right to initiate a written response to the evaluation which will be a part of the personnel file record.

4.7.1 A permanent teacher who has received an unsatisfactory final evaluation in two or more domains of the California Standards for the Teaching Profession shall be referred for mandatory participation in the Peer Assistance and Review Program.

4.8 Evaluation and assessment made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the unit member not later than thirty (30) calendar days before the last school day.

4.9 The substance of the evaluator's classroom observation reports and annual evaluation appraisals shall not be subject to the grievance procedure. Violations of evaluation procedures specified above may be grieved.

4.10 Personnel File

4.10.1 The personnel file of each unit member shall be maintained at the Human Resources Development office.

4.10.2 Each unit member shall have access to their file. Each unit member shall have the right to be accompanied by an individual(s) of their choosing when reviewing the file and shall have the right to show contents of the file to such individual(s).

4.10.3 Each unit member shall have the right to provide written authorization to an individual(s) of their choosing to review the files in the unit member's absence.

4.10.4 Unit members shall be provided with copies of any written materials before it is placed in the unit member's personnel file. The unit member shall be given an opportunity to review and comment thereon. The review shall take place during normal business hours on non-instructional time and the unit member shall be released from duty for this purpose without salary reduction. The written response shall be attached to the material.

4.10.5 A unit member may not examine and/or obtain copies of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member, including but not limited to interviewer's comments.

4.10.6 All personnel files shall be kept in confidence and shall be available for inspection only on a need-to-know basis.

4.10.7 Any person who prepares written material for placement in a unit member's file shall sign and date such material.

4.10.8 The filing of a grievance shall preclude placement of derogatory material in the personnel file pending resolution of said grievance. Such derogatory material shall not become final until disposition of the grievance under Article 10.

4.11 This Article does not apply to unit members when rendering service in the summer school program.

Article 5 – SUMMER SCHOOL

If the District determines that a summer school program will be offered, the following provisions shall apply:

5.1 Benefits which are provided by this article are the sole benefits to which members of the bargaining unit who are employed during summer school are entitled.

5.2 Unit members teaching summer school shall be paid $50.00 per hour.

5.2.1 When the District is not the provider of a summer school program intended to serve District students, or for which District students receive credits toward graduation, the District will pay unit members who teach in such a program a stipend equal to the difference in pay between the provider's hourly rate and the District's current summer school hourly rate.

5.3 Unit members shall be entitled to leaves provided in Article 3 of this agreement except those leaves that are granted at District discretion.

5.3.1 Any leaves taken shall be on a pro rata basis.

5.3.2 Unit members shall not earn leave benefits in addition to those earned during the regular school year, during summer school assignments.

5.4 Notice of summer school positions shall be posted at each school site. Notice for grades TK-12 shall include specific requirements for the position.

5.4.1 All unit members shall be given a reasonable opportunity to apply for summer school positions. In cases where there is more than one applicant for any given position, a District panel shall be established to interview applicants to fill summer school positions.

5.4.1.1 The following criteria shall be considered in selecting applicants for teaching positions: certification of the unit member; special requirements for the program; unit member's teaching experience in the subject matter; and major and minor fields of study.

5.4.1.2 The "provider" of the summer school program has the right to review and approve all recommendations for summer school positions.

5.4.2 Qualified (as documented by evaluation(s)) unit member applicants shall be given hiring preference over qualified non-unit applicants for all summer school positions that do not specifically require an administrative credential (i.e., teaching, Program Assistant).

Article 6 – HOURS

6.1 The workday for unit members with classroom responsibilities (not including summer school) shall be seven and one-quarter (7.25) hours, including an uninterrupted and duty-free lunch.

6.1.1 The workday for unit members not assigned classroom responsibilities shall be eight (8) hours, including an uninterrupted and duty-free lunch.

6.1.1.1 The scheduling of the eight (8) hour day shall be established between the unit member's immediate supervisor and affected site administrator(s) in consultation with the unit member. Changes in scheduling at the site level will be approved by the site administrator.

6.1.1.2 Over a two (2) week period, nurses shall not work more than the multiple of (number of unit member workdays per week) by (eight (8) hours) or the appropriate pro-rata hourly amount. For example, if a nurse is contracted to work four days a week, they shall not work more than 32 hours (4 x 8 = 32) on average per week for the two weeks or 64 hours for the two weeks.

6.1.1.3 The on-campus duty day for secondary teachers working less than a full-time equivalent shall be:

80 %: 5.8 hours (348 minutes)

60 %: 4.35 hours (261 minutes)

40 %: 2.9 hours (174 minutes)

20 %: 1.45 hours (87 minutes)

6.1.1.4 Non-instructional time will be determined by the site administrator and teacher.

6.1.1.5 Secondary teachers requesting less than a full-time equivalent must submit Appendix W to the site principal by April 1st of each year. Based primarily on the master schedule driven by student needs, site administrators may deny requests.

6.1.2 Unit members hired during the summer session shall have work hours consistent with their instructional day.

6.1.3 Site administrators will establish starting and stopping times. At no site shall teachers report to work less than fifteen (15) minutes prior to the commencement of classes unless an adjustment in time is due to bus/yard duty.

6.1.4 Unit members, when authorized by the site administrator, may be off campus during the above hours.

6.1.5 Unless extenuating circumstances exist, adjustments within the workday shall be made by the administrator as requested by the unit member, on days when after-hours assignments require a unit member to return to the work site, or another location, in order to meet special needs resulting from that duty assignment, or to accommodate the special needs of a split assignment.

6.2 It is agreed that the unit members perform many instructional/professional duties which may occur outside the seven and one-quarter (7 ¼) hour work day. Such duties include: planning, selecting and preparing instructional materials, evaluating the work of students, conferring with parents and colleagues, maintaining records, developing curriculum, Back-to-School, and Open House.

Teachers also voluntarily provide support and assist outside the seven and one-quarter (7 1/4) hour work day by: attending PTA/PFA meetings, attending in-service programs, supervising student activities, providing special assistance to students, and/or attending professional growth activities and school advisory meetings.

6.2.1 It may be necessary for unit members to participate in IEP/504 meetings. These IEP/504 meetings will be scheduled either during the workday or as close as possible to the workday when schedules of all the participants permit. These meetings shall not exceed ten (10) hours per year outside the seven and one-quarter (7 1/4) hour workday or contracted prep time for the certificated unit members or the eight (8) hour workday for Counselors. Any hours in excess of (10) per year as described above will be paid at the negotiated teacher hourly rate.

6.2.2 On the fall elementary parent conference days, at least four (4) days will be set aside for teacher/parent contact. Three (3) of these days shall be minimum days and one (1) of these days shall be a student-free day.

On the spring elementary parent conference days, three (3) days will be set aside for teacher/parent conferences. These conferences will be "as needed." These three (3) days shall be minimum days. Parent conferences shall be held for students who are achieving below grade level standards; or as requested by parent; or as requested by teacher.

The compact day during fall and spring conference weeks will be on Monday for all elementary sites.

For the fall secondary parent conferences, one (1) work day (7.25 hours) shall be scheduled using a site-based collaborative decision-making process.

6.2.2.1 Preschool shall observe the same schedule for conferences as the school site.
6.2.2.2 Unit members are required to be on-site during conference times.

6.2.3 During the weeks of the scheduled Back-to-School Night and Open House, one workday shall be reduced to the minimum day schedule for students and unit members. The placement of the minimum day schedule shall be a site-based, collaborative decision.

6.2.4 Faculty meetings shall not exceed two (2) hours per month beyond the seven and one-quarter (7 1/4) hour work day. No meeting shall exceed two (2) hours in length. Principals will notify teachers in advance of the date and proposed duration of the meeting. Unit members agree to meet with the principal to discuss the number and content of faculty meetings in an effort to meet the needs of the school as well as unit members.

6.2.5 If the District mandates a program which requires special training, in-service will be provided during the work day.

6.2.6 Counselors shall be expected to participate in no more than four (4) management and orientation meetings which may extend beyond their workday.

6.3 All unit members shall be entitled to a duty-free lunch period of a minimum of thirty (30) uninterrupted minutes.

6.4 Classroom teachers assigned to middle schools and high schools shall be assigned not more than a six (6) period day.

6.4.1 Classroom teachers assigned to middle schools and high schools shall have a daily conference/planning period. This period shall be the same length as the regular instructional period.

6.4.2 Except as herein provided, classroom teachers assigned to grades 4-5 shall have two hundred ninety (290) minutes per week of scheduled conference/planning time. This conference/planning time will occur during the regular instructional day or on scheduled compact days. Scheduled compact days may be used for District and site meetings up to eight (8) times per year. At such times, conference/planning time shall be less than two hundred ninety (290) minutes per week. Meetings which impact conference/planning time shall be mutually agreed upon by the unit member and the person requesting the meetings.

6.4.2.1 If a holiday falls on a scheduled compact day, the compact day shall be observed on an alternate day during the same week. The placement of the compact day shall be a site-based collaborative decision.

6.4.3 Unit members assigned to grades K-3 shall have no less than two hundred ninety (290) minutes per week of unencumbered scheduled conference/planning time before or after the instructional day.

6.4.4 The conference/planning period shall be for teacher classroom planning, parent conferences, teacher/pupil conference, IEP meetings, record keeping tasks, individual conferences with Principal or designee, and pre-approved off-campus school related activities. Meetings which impact conference/planning time shall be mutually agreed upon by the unit member and the person requesting the meetings.

6.4.4.1 With the exception of band, vocal, music and PE teachers, no unit member shall be given any assignment that requires him/her to travel during their conference/planning period unless no other alternative exists. Unit members required to travel during the conference period shall be compensated for their travel time at the negotiated teacher hourly rate.

6.4.4.2 For legitimate educationally-related reasons, unit members may teacher more than five (5) periods. The compensation shall be one-fifth (1/5) of the unit member's annual salary.

6.4.4.3 Should more than one (1) qualified bargaining unit member volunteer for a single sixth (6^{th}) period assignment, the following criteria shall be used to determine the assignment, in no particular order:

- credential authorization (as identified by current state and federal laws)
- major or minor field of study
- needs required in the unit member's current position as well as in the single sixth (6^{th}) period assignment
- unique school needs in grade level/development
- documented strengths or weaknesses as stated in the unit member's current evaluation.

When above factors are equal, seniority shall be the tie breaker for the first occurrence. In subsequent years, in collaboration with union leadership, a rotation system shall be implemented. New hires will enter into the existing rotation at the end of the rotation.

6.4.4.4 Excluding CTE, not more than six (6) unit members per department per site for any semester will be assigned to teach six (6) periods. Unit members who teach more than five (5) periods shall be compensated at pro rata of one-fifth (1/5) their annual rate of pay.

6.4.5 Unit members shall not normally be required to substitute during their preparation period except in the event of sudden illness, accident, emergency or when substitutes are not available. However, if a unit member does provide substitute service during their preparation period, they will be paid at the hourly rate per class coverage.

6.4.5.1 Volunteers for substitute service will be solicited prior to any involuntary assignment. If volunteers are not available, class coverages shall be shared equitably by all unit members on a rotating basis.

6.4.5.2 A full-time unit member in grades K-5 who is assigned additional students from another teacher's class as the result of no substitute teacher being assigned shall be compensated as an in-staff substitute. The compensation shall be prorated per the following formula:

Sub Rate * $\frac{\text{Portion of Class}}{\text{Full Class}}$ * .5 or 1.0 (Half Day or Full Day)

Or

One dollar ($1.00) / Student / Hour,
Whichever is the greatest compensation. (Appendix U)

6.4.5.3 The hourly rate shall be calculated at the rate based on Column 1, Step 1 of the current Certificated Salary Schedule (Appendix A) using the formula below:

Column 1, Step 1 / (184.5 work days x 7.25 hours/per day) = hourly rate

6.4.6 All K-5 teachers shall be provided a morning and afternoon duty-free break. The amount of break time shall be uniform insofar as possible at each site. Teacher's assigned duty during the regular break periods shall be able to take a relief break.

6.5 Prior to the first student attendance day, the principal and/or designee shall meet with the adjunct duty committee to discuss the pre-determined plan for adjunct duties.

6.5.1 If the adjunct duty committee identifies problems with the adjunct duty plan, the principal and/or designee shall meet to discuss possible alternatives. If no reasonable alternative(s) can be found, the principal and/or designee may implement the adjunct duty plan.

6.5.2 Unit members at the grades 9-12 level will not be assigned to non-instructional supervisory duties during the instructional day. However, when assemblies are held which all students are required to attend, unit members will attend with their classes. Additionally, teachers will provide supervision if they choose to have their classes attend any voluntary assembly. Assemblies and rallies which are voluntary for students will also be voluntary for unit members, although teachers are encouraged to provide supervision for such activities. In addition for extraordinary or unusual school needs, the Principal may assign unit members to student supervision which is not required on a continuing basis and which continues only for the duration of the event.

6.5.3 Unit members assigned to grades 6-8 shall have yard/bus duties within the seven and one-quarter (7 1/4) hour day. Effective September 1, 1990, morning duty shall be eliminated. However, in the event the District is not able to otherwise provide for this supervisory duty, the site administrator shall seek volunteers. If there is an insufficient number of volunteers, the site administrator shall assign this duty to unit members. In addition for extraordinary or unusual school needs, the Principal may assign unit members to student supervision which is not required on a continuing basis and which continues only for the duration of the event.

6.5.4 Unit members assigned to grades K-5 will have supervision duties within the seven and one-quarter (7 1/4) hour day. However, should it be necessary to provide for supervision outside the seven and one-quarter (7 1/4) hour day, unit members will be able to adjust their work schedules outside the instructional day in consultation with the site administrator.

The Principal shall work jointly with the staff of each K-5 school to minimize and equally distribute supervision duties throughout the school year of K-5 unit members through the use and development of other resources for such purposes. Assigned supervision duties of K-5 unit members shall not exceed forty (40) minutes per week averaged on a yearly basis (thirty-six (36) weeks used in the yearly calculation).

6.5.5 Effective September 1, 1990, all grades 6-12 supervisory duties shall be voluntary outside of contracted hours.

6.6 In the event of an emergency (i.e., act of God), unit members may be assigned duties as required during the emergency.

6.7 The number of work days for all bargaining unit members with the exception of Counselors for the term of this agreement shall be one hundred eighty-four and one-half (184 ½) days; the calendar shall be as established in Appendix I & I1. No more than one and one-half days of the two and one-half service days prior to the commencement of school shall be used for District and site meetings. The balance of the two and one-half days (2 ½) shall be used for unit member preparation and planning.

6.7.1 Work year for Counselors shall be one hundred ninety-two (192) days.

6.7.1.1 School Counselors, at the request of the site administrator, may agree to work additional days beyond the contracted work year. The School Counselor will be paid at the negotiated hourly rate.

6.7.2 Counselors shall not be required to work more than ten (10) evenings in programs beyond their workday. Back-to-School Night, Open House, and Graduation shall be included in these required programs.

6.7.3 Counselors shall not be required to remain on campus during the time between their workday and their participation in a required program beyond the workday.

6.7.4 Counselors may be assigned supervision during the workday on an equitable schedule.

6.8 Kindergarten

6.8.1 Kindergarten classrooms shall receive a minimum of fifteen (15) hours per week of paraeducator support during the regular instructional week.

6.8.2 Kindergarten teachers will receive five (5) additional hours of paraeducator support time during the first week of school.

6.9 Transitional Kindergarten (TK)

6.9.1 During the 20-minute student lunch period, the teacher may take a 10-minute break. Sites with multiple TK teachers shall alternate their 10-minute breaks.

6.10 Education Specialist Release Time

6.10.1 Education Specialists will be allotted up to five (5) release days per year for caseload management.

6.10.2 Work performed on the release days may not be counted towards article 6.2.1.

6.10.3 Teachers must be on campus for the entirety of the work day, excluding lunch, on the release days.

6.10.4 No more than two (2) release days may be taken in any one month.

6.10.5 Release days do not accumulate and must be used during the current school year.

6.11 Certificated staff will be compensated at the certificated hourly rate for mandated trainings required by Federal or State law, completed by the date specified by the District. The District may require proof of the certificate of completion. If the certificated employee does not complete the trainings by the specified date, the certificated employee shall be required to complete the trainings without additional pay.

Article 7 – SAFETY CONDITIONS

7.1 Safe Working Conditions

7.1.1 Unit members shall not be required to work under conditions that threaten the health and safety of the unit members.

7.1.2 The District will make a conscientious effort to implement and use practices and processes which are recommended by the District Safety Officer for the adequate protection and safety of persons utilizing the school facilities.

7.1.3 Employees may submit written recommendations to the District regarding the maintenance of safe working conditions.

7.1.4 The District shall make a reasonable effort to eliminate unsafe or hazardous conditions.

7.1.5 Unit members who are supervising students in sanctioned after-hours activities shall have access to a telephone.

7.1.6 All visitors to a school site shall be issued a visitor's badge by a site administrator or designee. The badge will be clearly observable at all times during the visitation.

7.2 Teachers concerned about unsafe and unsanitary conditions of school site facilities shall notify the site administrator(s) of such concerns in accordance with the following procedures:

7.2.1 The unit member has the option to notify the school site administrator in writing.

7.2.2 The site administrator will inform the unit member of the anticipated timeline necessary for corrections.

7.2.3 If concerns have not been rectified within the designated timelines, the unit member will submit them in writing to the Superintendent for appropriate action.

7.3 The District shall assume limited responsibility for unit members' personal property (equipment) brought to school to be used for instructional purposes limited to the conditions set forth below:

7.3.1 The District's liability shall be limited to five hundred dollars ($500) for any one claim resulting from any one incident.

7.3.2 The District shall not be responsible for unit members' property (equipment) unless the specific property (equipment) was approved, in advance, by the building principal, as being necessary for the instructional program and District-owned equipment of similar nature is not available.

7.3.3 The Principal's approval must be in writing and the approval document must contain an itemized description of the property including, if appropriate, the make, model, and serial number, and purchase price, date of purchase and length of time it will be on school property (Appendix J).

7.4 Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, maintain order, or protect the health and safety of pupils.

7.4.1 Unit members shall report any physical or verbal assault against the unit member made as a consequence of the unit members' performance of their assigned duties. District administrators shall not directly, or indirectly, attempt to inhibit or impede a unit member from filing a further report with the appropriate law enforcement authorities pursuant to Education Code 44014.

7.4.1.1 It shall be the duty of the unit member to report the incident to the site administrator. The administrator shall promptly report the incident to the appropriate law enforcement agency.

7.4.1.2 Within twenty-four (24) hours, the unit member shall submit a written report of the incident with copies sent to the site administrator and Superintendent.

7.4.1.3 If a unit member is required to appear in court because of the action taken under Section 7.5, the District shall grant the unit member leave with pay pursuant to Section 3.12 in this Agreement.

7.4.1.4 If a unit member is disabled under Section 7.5 they may apply for leave under Section 3.9 of this Agreement.

7.4.2 A teacher may suspend any pupil from the teacher's class for any of the acts enumerated in Section 48900 of the Education Code, for the day of the suspension and the day following. The unit member shall immediately report the suspension and send the student to the appropriate administrator for action.

7.4.2.1 As soon as possible, the unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.

7.4.2.2 Whenever practical, a school counselor or school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or parent or guardian so requests. The conference will be scheduled to accommodate the schedules of the participants.

7.4.2.3 The pupil shall not be returned to the class from which they were suspended, during the period from suspension, without the concurrence of the teacher of the class and the principal.

7.4.2.4 A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, the Section shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

7.4.2.5 The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension.

7.5 At the beginning of each school year, the District shall provide a written description of the rights and duties of unit members with respect to student discipline.

7.6 It shall be the individual responsibility of each unit member to report every incident of suspected child abuse. No supervisor or administrator may impede or inhibit such reporting duties. (Appendix M)

7.6.1 Each unit member who has not previously received copies shall be provided a copy of Penal Code Section 11166.5 and Board Policy 4116.1 which outline the responsibilities and procedures concerning child abuse. (Appendix N)

7.7 At the request of the District or Association leadership, two committees, one elementary and one secondary, shall be established for the purpose of creating, reviewing, and revising District-wide disciplinary policies and procedures for recommendation to the Board for final approval.

7.7.1 The committees shall not exceed ten (10) members each. The District and the Association shall be equally represented. The District and the Association shall appoint their respective representatives.

7.7.2 The elementary committee shall meet two (2) times each school year during the months of November and May. The secondary committee shall meet three (3) times each school year

during the months of November, February, and May.

7.8 In accordance with Ed. Code 48900 (h), the District shall notify affected unit members of any student with a record of conduct demonstrating that a student has caused, or attempted to cause, serious bodily injury, and of any student that has been suspended for anything except smoking in the last three (3) years when the District has received documentation to that effect.

7.8.1 The District shall notify all affected teachers of students who are placed on student contract. Notification shall be given to the unit member in writing within five (5) working days or less.

7.8.2 The affected unit member(s) shall have an opportunity to review and amend or be involved in developing the contract and consequences/rewards.

7.9 School site safety committee shall conduct an annual review of any unsafe or hazardous student supervision conditions resulting from class size and the use of dangerous materials, tools, or equipment.

7.9.1 During the school year, each site committee, in conjunction with the affected unit member, shall recommend by mutual agreement student maximums for each class/classroom as it relates to safety.

7.9.2 Recommended maximums shall be included in the development of the master schedule for the following year.

7.9.3 If an unsafe or hazardous student supervision condition exists, the unit member shall notify the site administrator in writing.

7.9.4 If the committee mutually agrees that an unsafe or hazardous condition exists, it will be corrected in no more than fifteen (15) working days unless additional time is justified based on written notification to the committee, Superintendent, and Association. In the event there is not mutual agreement, but a majority of the committee agrees that a hazardous or unsafe condition exists, the committee will send a written recommendation to the risk manager.

7.9.5 The risk manager shall respond in writing to the committee within fifteen (15) working days with explanation, including estimated cost.

Article 8 – REASSIGNMENT PROCEDURES

8.1 Definitions

8.1.1 Assignment - The grade levels or subjects credentialed to teach or services performed by a unit member at the particular site.

8.1.2 Vacancy - Any position which will require service for seventy-five percent (75%) or more of the school year.

8.1.3 Reassignment - A change in assignment at the current school site.

8.1.3.1 Voluntary Reassignment – A reassignment initiated by a unit member.

8.1.3.2 Involuntary Reassignment – A reassignment initiated by the District.

8.1.4 Seniority – The first day of paid probationary status.

8.1.5 Posting – During the school year: hard copy and electronic communication shall be provided to the unit members where the vacancy occurs. During the summer: a reasonable attempt shall be made to notify the unit members of the vacancy at their site.

8.2 Posting of Vacancies

8.2.1 All vacancies shall first be posted and made available at the school site where the occurs for not less than two (*2)* workdays to allow a unit member to seek voluntary reassignment. Known school site vacancies shall be posted immediately. Notification shall be sent to the Association Leadership at the time of the posting.

8.2.2 All qualifications for a vacant position shall be stated in the notice of vacancy. The District retains the right to establish the relevant qualifications on a case-by-case basis. Such notice shall specify the initial date of posting and the final date for unit applications.

8.2.3 Any vacancies not filled at the site shall be posted for all District unit members as stated in Article 9.2.1 for not less than five (5) workdays.

8.3 Voluntary Reassignment

8.3.1 Each year a unit member has the right to request a voluntary reassignment, which may or may not be granted.

8.3.2 Selection criteria for multiple qualified volunteers for the same assignment are as follows, in no particular order:

- Credential authorization (as identified by current state and federal laws)
- major of minor field of study
- needs required in the unit member's current position as well as in the reassignment position
- unique school needs in grade level/department
- documented strengths or weaknesses as stated in the unit member's current evaluation

8.3.3 If a voluntary reassignment is denied, the appropriate site administrator shall inform the unit member of the reasons within five (5) workdays of the denial. If the unit member requests the reason for the denial in writing, the appropriate site administrator shall provide the specific reasons in writing with five (5) workdays of the request.

8.3.4 Each year, the Preliminary Elementary Teacher Hiring Process Memo shall be sent to elementary site administrators and elementary teachers simultaneously. If there is an update to the memo, elementary teachers shall receive the update.

8.4 Involuntary Reassignment

An involuntary reassignment may be initiated by the District within a school site due to: changes in enrollment, staffing shortages or surpluses within a school and/or department, verified curricular needs, and/or the need to improve performance as documented by current evaluation.

8.4.1 The site administrator shall consider the following criteria when selecting the unit member to be involuntarily reassigned, in no particular order:

- credential authorization (as identified by current state and federal laws)
- major or minor field of study
- needs required in the unit member's current position as well as in the reassignment position
- unique school needs in grade level/department
- documented strengths or weaknesses as stated in the unit member's current evaluation

When above factors are equal, seniority, as defined in 8.1.4 shall be the tie breaker.

8.4.2 Unit members being involuntarily reassigned, other than those being reassigned to improve their performance pursuant to Section 8.4, shall have the right to indicate preferences in writing from a list of known vacancies.

8.4.3 Five (5) workdays prior to the effective date of a unit member's involuntary reassignment, the appropriate site administrator shall meet with the unit member to discuss the specific reasons for and provide written notice of the involuntary reassignment.

8.4.4 No unit member shall be involuntarily reassigned to create a vacancy for a unit member who will be reassigned to improve performance.

8.4.5 Unit members being involuntarily reassigned, other than those being reassigned to improve their performance pursuant to Section 8.4, shall be placed in open positions through a collaborative process between the Principal or designee and association leadership.

8.4.6 In the event of the need to form a combination class, the District shall seek a suitable volunteer teacher for assignment to that class. If there is no volunteer, an involuntary reassignment to the combination class will be made on a collaborative rotational basis within the affected grade levels except when legitimate educational reasons prevail.

8.4.6.1 If the employee who volunteers for assignment to a combination class is denied such combination assignment, the appropriate site administrator shall meet with the unit member to discuss the reasons within five (5) workdays of the denial. If the unit member requests the reasons for the denial in writing, the appropriate site administrator shall provide the specific reasons in writing within five (5) workdays of the request.

8.4.7 Upon request, the unit member shall receive moving assistance from the District.

8.4.8 Upon request, the unit member shall receive reasonable preparation time of up to three (3) days for transfer and/or reassignment taking place after the first day of the school year.

Article 9 – TRANSFER PROCEDURES

9.1 Definitions

9.1.1 Assignment - The grade levels or subjects credentialed to teach or services performed by a unit member at the particular site.

9.1.2 Vacancy - Any position which will require service for seventy-five percent (75%) or more of the school year.

9.1.3 Transfer - A change which results in the movement of a unit member from the assignment held at a particular site to another site.

9.1.3.1 Voluntary Transfer - A transfer initiated by a unit member.
9.1.3.2 Involuntary Transfer - A transfer initiated by the District.

9.1.4 Seniority – First day of paid probationary status.

9.1.5 Posting – During the school year: hard copy and electronic communication shall be provided to the unit members. During the summer: a reasonable attempt shall be made to notify the unit members of the vacancy.

9.2 Posting of Vacancies

9.2.1 A notice of all positions which are declared vacant shall be posted at each school site and in Human Resources Development. Known vacancies shall be posted immediately. Notification shall be sent to the Association Leadership at the time of the posting. All notices of vacancies shall be posted for not less than two (2) workdays.

9.2.2 All qualifications for a vacant position shall be stated in the notice of vacancy. The District retains the right to establish the relevant qualifications on a case-by-case basis. Such notice shall specify the initial date of posting and the final date for unit applications.

9.2.3 Any vacancies not filled by current District unit members shall be made available to qualified candidates outside the district.

9.3 Voluntary Transfer

9.3.1 Each year a unit member has the right to request a voluntary transfer, which may or may not be granted.

9.3.2 Unit members who have applied for vacancies shall be interviewed; provided they meet the qualifications specified on the notice of vacancy and have submitted their applications prior to the deadline specified on the notice.

9.3.3 All bargaining unit member applicants shall be interviewed before external applicants.

9.3.4 Selection criteria for multiple qualified volunteers for the same assignment is as follows, in no particular order:

- credential authorization (as defined by current state and federal laws)
- major or minor field of study
- needs required in the unit member's current position as well as in the transfer position
- unique school needs in grade level/department
- documented strengths or weaknesses as stated in the unit member's current evaluation

9.3.5 When an application is made for a voluntary transfer to take effect during the school year, the unit member shall be notified whether or not their application for voluntary transfer was accepted with five (5) workdays of filling the vacancy.

9.3.6 When an application is made for a voluntary transfer to take effect at the beginning of the next school year, the unit member shall be notified whether or not their application for voluntary transfer was accepted by the last day of the school year or as soon thereafter as possible.

9.3.7 If a voluntary transfer is denied, the appropriate site administrator shall inform the unit member of the reasons within five (5) workdays of the denial. If the unit member requests the reasons for the denial in writing, the appropriate site administrator shall provide the specific reasons in writing within five (5) workdays of the request.

9.4 Involuntary Transfer

9.4.1 An involuntary transfer may be initiated by the District due to: changes in enrollment, staffing shortages or surpluses within a school and/or department, verified curricular needs, and/or to improve performance as documented by current evaluation.

9.4.2 The District shall seek volunteers before involuntarily transferring a unit member. The unit member(s) being involuntarily transferred shall have the right to indicate preferences in writing from a list of known vacancies,

9.4.3 The site administrator shall consider the following criteria when selecting the unit member to be involuntarily transferred, in no particular order:

- credential authorization (as defined by current state and federal laws)
- major or minor field of study
- needs required in the unit member's current position as well as in the transfer position
- unique school needs in grade level/department
- documented strengths or weaknesses as stated in the unit member's current evaluation

When above factors are equal, the unit member with the least amount of seniority, shall be the tie breaker.

9.4.4 Five (5) workdays prior to the effective date of a unit member's involuntary transfer, the appropriate site administrator shall meet with the unit member to discuss the specific reasons for and provide written notice of the involuntary transfer.

9.4.5 Unit member(s) involuntarily transferred will be placed in open positions through a collaborative process between the Human Resources Department or designee and Association Leadership.

9.4.6 No unit member shall be involuntarily transferred to create a vacancy for a unit member who will be transferred to improve performance.

9.5 Relocation Assistance

9.5.1 Upon request, the unit member shall receive moving assistance from the District.

9.5.2 Upon request, the unit member shall receive reasonable preparation time of up to three (3) days for transfer and/or reassignment taking place after the first day of the school year.

Article 10 – GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 A "grievance" is a formal written allegation that there has been a violation misinterpretation or misapplication of specific provision(s) of this Agreement. (Appendices K, K1, K2)

10.1.2 A "day" for this Article shall be any day in which the grievant is required to render service to the District.

10.1.3 The appropriate designated District representative shall be the management person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances. A member shall be so notified if the immediate administrator is someone other than the person having immediate jurisdiction over the member.

10.1.4 A "grievant" is a member of the bargaining unit, or the Association, asserting a grievance.

10.2 Procedures

10.2.1 Informal Resolution

10.2.1.1 Before filing a formal written grievance, the grievant must attempt to resolve the matter by an informal conference with the appropriate designated District representative. This informal conference shall be requested within ten (10) days of the act or omission which gave rise to the grievance, or withing ten (10) days of when the act or omission first came to the attention of, or in the exercise of reasonable diligence should have come to the attention of, the grievant. The parties to the grievance may be represented at this conference. The grievant may request an additional five (5) days extension in writing from Human Resources Development prior to the expiration of the above time limit.

10.2.1.2 A grievance initiated by the Association shall be filed at Level Two subject to complying with the timelines set forth in Section 10.2.2.1.

10.2.1.3 If the matter is not resolved at the informal conference, the grievant may request at the conclusion of the conference that the District's designee reduce the District's position with respect to the issue(s) raised by the grievant in writing. Such written response shall be forwarded to the grievant within seven (7) days of the conference.

10.2.2 Formal Written Grievance – Level One

10.2.2.1 If the grievance has not been resolved informally, the grievant may present a formal written grievance on the appropriate form within twenty (20) days of the act or omissions which gave rise to the grievance, or within twenty (20) days of when the act or omissions first came to the attention of, or in the exercise of reasonable diligence should have come to the attention of, the grievant.

10.2.2.2 The written statement of the grievance shall make specific reference to the contractual Section allegedly violated, the circumstances involved, the decision at the informal conference, and the specific remedy(ies) sought. (Appendix K)

10.2.2.3 The District's representative shall communicate a written decision and the reasons therefore to the grievant within ten (10) days after receiving the grievance. If the District's representative does not respond within the time limits, the grievant may proceed to the next level. Within the above time limits, either party may request a personal conference. Both parties shall be entitled to be represented at such conference. (Appendix K2)

10.2.3 Appeal – Level Two

10.2.3.1 If the grievant is not satisfied with the decision at Level One, or if there has been no response at Level One within twenty (20) days of the submission of the formal written grievance, the grievant may appeal the decision in writing to the Superintendent or designee. If the grievant does not appeal in writing within ten (10) days of the receipt of the Level One response or within ten (10) days of the deadline for receipt of the Level One response, the grievance is deemed to be resolved. (Appendix K1)

10.2.3.2 The written appeal shall include a copy of the original grievance, the decision rendered, and a statement of the reason(s) for the appeal.

10.2.3.3 The Superintendent or designee shall conduct an investigation and, upon request, hold a conference with the grievant. The parties to the grievance may be represented at said conference. Within ten (10) days of the receipt of the appeal or any amendment thereof, the Superintendent or designee shall deliver to the grievant a written decision with the reasons therefore. (Appendix K2)

10.2.3.4 If the Superintendent or designee does not respond within the ten (10) day time limitation, the Association may proceed to the next level.

10.2.4 Arbitration – Level Three

10.2.4.1 If not satisfied with the decision at Level Two, the Association may submit a written demand for arbitration to the Superintendent. Only issues which were processed and handled in accordance with the grievance procedure of this Article are subject to arbitration. The grievance is resolved if a written request for arbitration is not submitted within ten (10) days after receipt by the grievant of the Superintendent's decision, or if there has been no response at Level Two, within ten (10) days of the deadline for receipt of the Level Two response.

10.2.4.2 Either party may request that the American Arbitration Association supply a panel of seven (7) names of arbitrators experienced in public sector grievances. The selection of an arbitrator shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), and the parties shall be bound by the Voluntary Labor Arbitration Rules of the AAA.

10.2.4.3 Within seven (7) days of the selection of the arbitrator, the Superintendent and the grievant or designees shall attempt to agree in writing upon the issue or issues to be submitted to the arbitrator. If they are unable to agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievances and answer thereto at each level.

10.2.4.4 In the event there is a dispute between the District and the grievant as to arbitrability of any issue(s), the question of arbitrability shall be ruled upon by the arbitrator prior to hearing the issue(s) of the grievance.

10.2.4.5 The arbitrator shall have no authority to make a decision based upon arguments not disclosed in Levels One and Two. The arbitrator shall render a written decision on the submitted issue(s) in accordance with AAA rules after the close of the hearing, or if an oral hearing has been waived, after the final submission of written evidence and final arguments.

10.2.4.6 The District and the Association agree that the jurisdiction and authority of the

arbitrator so selected in opinions they express, will be confined exclusively to the interpretation of the expressed provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to or subtract from, alter, amend, or modify the provisions of this Agreement. The decision of the arbitrator within the limits prescribed shall be final and binding upon the parties to the dispute.

10.2.4.7 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the parties incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of the court reporter shall be paid by the party requesting same. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party one-half (1/2) of the cost of the court reporter's services and expenses. The cost of any transcript or any copy thereof requested by either shall be borne by the party requesting same.

10.2.4.8 The Association and unit members agree that the grievance/arbitration procedures herein shall be the exclusive forum, in lieu of any other legal process or procedure for resolution, for resolving issues arising out of or in connection with a violation, misinterpretation, or misapplication by the District of any provisions in this Agreement.

10.3 Miscellaneous Provisions

10.3.1 Relevant employee witnesses, the grievant and the grievant representative shall be provided release time without loss of pay for the purpose of participating at grievance conferences with appropriate District representatives and testifying at the grievance arbitration hearing. Witnesses may be placed on on-call status and required to attend the arbitration hearing for only so long as their testimony is taken. By mutual agreement, relevant employee witnesses, the grievant and the grievant's representative shall be provided release time without loss of pay for the purpose of preparing for the arbitration hearing.

10.3.2 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant and maintained in the office of the Superintendent or designee.

10.3.3 No party to a grievance shall take any reprisals against the other party to the grievance because they participated in an orderly manner in the grievance procedure.

10.3.4 If two or more members of the bargaining unit have the same grievance in issue and fact, then the grievance shall be consolidated for purposes of hearing and decision; provided further, that the rights of the parties are not thereby prejudiced.

10.3.5 Time limits contained in this Article may only be waived by mutual agreement.

10.3.6 No grievance shall be arbitrated without the consent of the Association.

10.3.7 The District, the Association, and the grievant shall make every effort to resolve grievances at the lowest possible level of the grievance procedure. The District, the Association, and the grievant shall make every effort to disclose all arguments which could significantly contribute to the resolution of a grievance.

Article 11 – DISCIPLINARY PROCEDURES/JUST CAUSE

11.1 The District may discipline a permanent unit member only for just cause subject to Section 11.6 and 11.7 below. Documentation prepared within the scope of the evaluation process under Article 4 of the Agreement shall be excluded from this Article.

11.2 Progressive Discipline

11.2.1 The following progressive discipline procedures shall be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article 10 of the Agreement.

11.2.1.1 Verbal Counseling/Warning

Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum shall not be placed in the unit member's personnel file.

11.2.1.2 Written Warning

Subject to 11.2.1 above, written warnings shall not be used unless the unit member has been verbally warned about similar actions within the last twenty-four (24) months. Written warnings shall not be placed in the unit member's personnel file.

11.2.1.3 Written Reprimand

Subject to 11.2.1 above, written reprimands shall not be used unless the unit member has received a written warning about similar actions within the last twenty-four (24) months. The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

11.2.1.4 Suspension Without Pay

Subject to 11.2.1 above, suspension shall not be used unless the unit member has received a written reprimand about similar actions within the last twenty-four (24) months. No unit member shall be suspended more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension shall relate to the severity of the action and suspension history of the unit member.

11.3 Notice

11.3.1 Notice of suspension shall be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy shall be provided to the Association president. The notice of suspension shall contain:

11.3.1.1 A statement of specific acts or omissions upon which the action is based.

11.3.1.2 A statement of the cause(s) for which action is recommended.

11.3.1.3 Where applicable, the Education Code Section, policy, rule, regulation, or directive violated.

11.3.1.4 Penalty proposed and effective date.

11.3.1.5 Copies of the documentary evidence upon which the recommendation is based.

11.3.1.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures under Article 10 of this Agreement subject to 11.4.1 below.

11.3.2 In the event a unit member is removed from their position without advance notice, a notice conforming to the specifications set forth above shall be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) work days of the unit member's removal from the position.

11.4 Arbitration

11.4.1 Only written reprimands (Section 11.2.1.3) and suspension without pay (Section 11.2.1.4) and not Sections 11.2.1.1 and/or Section 11.2.1.2 may be appealed to arbitration under the grievance procedure in Article 10 of the Agreement commencing with Section 10.2.4.2. If timely appealed, the penalty shall not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At the arbitration, documentation supporting the suspension, including written reprimands, may be subject to review by the arbitrator.

11.4.2 The unit member must request arbitration by delivering written notice of appeal to the Superintendent within ten (10) working days after receipt of the notice of suspension or written reprimand. If the unit member does not demand arbitration within the above timeline, the suspension without pay or letter of reprimand may be imposed immediately by the Superintendent or designee.

11.5 All information or proceedings regarding any actions or proposed actions pursuant to this Article shall be kept confidential by the parties to the extent permitted by law.

11.6 This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but shall not apply to suspension pursuant to Education Code Sections 44939, 44940 or 44942.

11.7 Nothing herein shall preclude or affect the District's right to discharge a unit member pursuant to the Education Code.

Article 12 – MANAGEMENT RIGHTS

12.1 It is understood and agreed that the Board of Education shall retain all of its powers and authority to direct, manage and control to the full extent of the law, and shall be limited only by the terms of this Agreement.

12.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with the law.

12.3 The District retains its right to suspend policies and provisions referred to in this Agreement in cases of emergency. The Superintendent, as authorized by the Board, may declare an emergency.

Article 13 – ASSOCIATION RIGHTS

13.1 Employee Communications and Meetings

13.1.1 The Association shall use the school mailboxes and bulletin board spaces, provided that it gives the principals copies of general mailings and announcements.

13.1.2 The Association may use District mail services to the extent permitted by law. Bulk mailings consisting of twenty (20) or more items shall be handled pursuant to such District rules and regulations as maybe adopted.

13.1.3 The names of all unit members listed by location shall be provided to the Association without cost as soon as possible after the beginning of the school year, but no later than thirty (30) calendar days after the first day of service, except in the event of special circumstances requiring delay. Upon the Association's request, a second updated list shall be provided to the Association prior to the end of each February.

13.1.4 Prior to the first working day each year, the District shall provide the Association with the names and addresses of all the new unit members who were employed during the summer month unless such new unit members request, in writing, that their addresses not be provided to the Association.

13.1.5 The Association shall have the right to use school meeting rooms and conduct Association business subject to the approval of the site administrator, provided such business does not interfere with the unit members' obligation to the District.

13.2 Association Leave

13.2.1 The Association shall have an allocation of no more than fifteen (15) days leave with pay and benefits for each school year for attending local, state and national conferences and/or workshops, attendance at CTA's annual "good teacher" conference and for other purposes as approved by the Superintendent or designee. The Association shall pay the District the current daily salary of a substitute for each day of Association leave taken upon evidence that a substitute was hired to replace the unit member using leave. The Association agrees to give written notice to the Superintendent or designee five (5) working days prior to the use of anticipated leave. The District may grant, at its discretion, such a leave upon notice of less than five (5) working days.

13.2.2 The Association President shall be granted paid release time not to exceed twenty percent (20%) of their full-time equivalent assignment for each year of this Agreement to conduct association business. The scheduling of the release time shall be subject to mutual agreement between the Superintendent and the Association President. Additional release time may be granted at the discretion of the Superintendent.

13.2.3 The Association Grievance Chairperson shall be granted release time not to exceed twenty percent (20%) of their full equivalent assignment for the school year to process and attempt to resolve unit member grievances. The scheduling of the release time shall be subject to mutual agreement between the Superintendent and the Association Grievance Chairperson. If the total cost of release time is not reimbursed by the State as part of the mandated costs for negotiations, the remaining cost shall be shared equally between the Association and the District.

13.3 Civil or Criminal Charges Brought Against a Unit Member

13.3.1 In the event that civil or criminal charges are brought against a unit member(s) in connection with their employment, pursuant to the Government Code Sections 995, 995.2, and 995.8, the District shall provide for the legal defense of the unit member(s).

13.3.1.1 In general, this provides a defense if a unit member(s) is acting within their course of employment.

13.3.1.2 This defense would not be provided if the District brings charges/action against a unit member(s). (Government Code 995.4)

Article 14 – ORGANIZATIONAL MEMBERSHIP

The following language shall be implemented as Article 14 contingent on the results of a PERB conducted election held pursuant to Government Code Section 3546a, if the majority of qualified voters approves its implementation.

14.1 Any unit member who is a member of the Bonita Unified Teachers Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

14.2 Any unit member who is not a member of the Bonita Unified Teachers Association, CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 14.1 of this article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 14.1, the Association shall so inform the District, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 14.1 of this article. There shall be no charge to the Association for such mandatory fair share deductions.

14.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Bonita Unified Teachers Association/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

Foundation to Assist California Teachers (FACT) San Dimas/La Verne Educational Foundation United Way

14.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, is required pursuant to the Association and District as a condition of continued exemption from the provisions of Sections 14.1 and 14.2 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 30 of each school year.

14.5 With respect to all sums deducted by the District pursuant to Sections 14.1 and 14.2 above, whether for membership dues or for fair share, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

14.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 14.3 of this Article.

14.6.1 The Association agrees to pay to the District all reasonable legal fees, costs, and expenses

incurred in defending against any court action and/or administrative action before the Public Employees Relations Board challenging the legality and/or constitutionality of the agency fee provisions of this agreement or their implementation, and to pay any final judgment or settlement arising from such action.

14.6.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 14.6.1 above shall or shall not be compromised, resisted, defended, tried, or appealed.

Article 15 – CONCERTED ACTIVITIES

15.1 The Association, officers, agents or unit members will not strike, engage in a work stoppage, slowdown, concerted refusal to perform job functions and responsibilities, or picketing in furtherance thereof, nor comply with the request of other labor organization(s) to engage in such activity, nor engage in any unlawful interference with the operation of the District.

15.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement, and to make every effort toward inducing all bargaining unit members to do so.

15.3 Provided there is no violation of this Article 15, the District will not lockout the members of the bargaining unit.

15.4 In the event that an impasse is reached in the negotiations process, this clause shall remain in effect only until all impasse procedures have been exhausted.

15.5 This provision shall not restrict either party from seeking redress for an alleged violation of this article through Public Employment Relations Board procedures or a court of competent jurisdiction.

Article 16 – SALARY/HEALTH AND WELFARE BENEFITS

16.1 The District shall provide unit members and their dependents with a choice of several health insurance plans. Bargaining Unit members shall select from plans available through the Public Employment Retirement System (PERS) Health Benefits Program.

16.2 Starting January 1, 2019, the District's Health Benefits contribution is limited to medical, dental, vision and disability insurances.

The District will now pay for the unit member's $50,000 life insurance policy.

The District annual maximum contribution towards health benefits shall be $14,000 per year for active employees for the Health Benefit Program. Part-time unit members will receive a pro rata allocation.

16.3 The Bonita Unified School District and the Bonita Unified Teachers Association agree as follows, effective with the 2011-2012 school year:

16.3.1 Unit members hired by June 30, 1990, who can verify health (medical) coverage will be allowed to waive medical coverage but shall maintain mandated coverage as referenced in Section 16.3.5. Benefit allocation shall continue at $4,700 per year for full-time Bargaining Unit Members. These employees may use that portion not used for medical and other mandated coverages for a cash option. Once a unit member opts out of cash option, they may not return to this benefit at a later date.

16.3.2 Unit members hired between July 1, 1990, and June 30, 1993, shall be required to select medical coverage and other mandated coverages as referenced in Section 16.3.5. Benefit allocation shall continue at $5,500 per year for full-time Bargaining Unit Members. These employees may use that portion not used for medical and other mandated coverages for a cash option. Once a unit member opts out of cash option, they may not return to this benefit at a later date.

16.3.3 Unit members hired on or after July 1, 1993, who can verify health (medical) coverage from another source will be allowed to maintain such coverage in lieu of mandated medical coverage with a supplement of $7,000 per year; however, any unused portion of this supplement may not be used as a cash option or for a tax sheltered annuity program.

16.3.4 Unit members working forty-one percent (41%) or more are required to participate in the appropriate mandated programs as specified in Section 16.3.5 up to the amount of benefit allocation earned.

16.3.5 Bargaining Unit Members are mandated by the District to purchase Medical, Dental, and Life insurance coverage through the District.

A certificated Bargaining Unit Member with proof of medical insurance may opt out of the District medical coverage and use their benefit allocation to purchase additional insurance options offered through the District. Any portion of the District contribution not applied will be forfeited. This applies to medical coverage only, as long as the vendor does not require one hundred percent (100%) participation. Dental, Medical, Life, and Income Protection shall be mandated when the vendor requires one hundred percent (100%) participation.

16.4 A committee consisting of three (3) Association representatives, in consultation with the Asst. Superintendent - Business Services and their designees, will be established to choose the specific coverage for which the Health and Welfare Benefit Allocations in Section 16.2 may be used.

16.5 The Association will indemnify and hold harmless the District from and against any and all claims, demands and suits which arise out of or are in any way connected with available health benefit coverage.

16.6 The PERS health plan may be terminated at any time by the District if the District's supplemental dollar payment is challenged by a lawsuit by any person, agency or organization or if the supplemental dollar program is ruled not to be in compliance with PERS health plan by a court of competent jurisdiction or the Public Employee Retirement System.

16.7 In the event PERS terminates the District's participation in the PERS health program, the Insurance Committee (Section 16.4) shall find a suitable preferred provider option, a health maintenance option and, if possible, an indemnity medical option.

16.8 The PERS health plan is expressly contingent upon the District receiving a satisfactory written confirmation from the Public Employee Retirement System that the District PERS health program contract provisions are in full compliance with existing applicable laws and PERS regulations.

16.9 The District will provide a $2,500 annual stipend to unit members with five (5) or more years of continuous full-time service with the District, are age fifty-five (55) by the end of the fiscal year that they retire from the District and are receiving benefits through the STRS retirement system. The stipend will be available for up to a maximum of ten (10) consecutive years or until Medicare-eligible, whichever comes first. Part-time retirees shall receive a pro rata allocation based on service credit to the District.

The amount shall be raised by a minimum of $200.00 at the beginning of the 2026-2027 school year.

16.9.1 During the open enrollment period a unit member may change health benefit plans prior to retirement providing the change is consistent with the eligibility requirements of the plan.

16.9.2 The spouse and/or dependents of the unit member may be covered by the retiree provided they are enrolled as their dependents at the time of the retirement, and the retiree assumes the cost of benefits for the spouse and/or dependents.

16.9.3 A new spouse and/or dependent children may be enrolled only if the retiree acquires the new dependent(s) through marriage, birth, and/or adoption after retirement providing eligibility requirements of the plan are met.

16.9.4 It is the responsibility of the retiree to inform the District in writing of a change in dependent status within thirty (30) days of such change.

16.9.5 When the dollar allocation is not sufficient to cover the selected health and medical benefits coverage for the early retiree, the retired unit member would be required to pay the difference on a monthly basis in advance of the month due between the actual cost for the coverage selected and the allocation.

16.9.6 A full-time unit member who has served the District a minimum of ten (10) or more continuous years and who has reached age fifty-five (55), shall qualify for the above dollar allocation while receiving disability allowance from the state. At age sixty (60), when a disability allowance is discontinued by the state, the retired unit member will continue to be eligible for the health and welfare dollar allocation until age sixty-five (65).

16.10 The District shall implement Medicare option for all eligible unit members as per AB 265. The

option shall be effective December 1, 1993.

16.11 The Bonita Unified School District and the Bonita Unified Teachers Association agree as follows:

1) 2% salary schedule increase effective September 1, 2026.
2) All represented certificated employees shall receive a one-time, off-schedule lump sum payment of **3.33% based on the employee's FTE, and only on salary schedules A, D, and E.** Employees must be in a paid status on September 2, 2026.

16.11.1 The District will implement a twelve (12) month payroll cycle for all bargaining unit members effective July 1, 2013. The first warrant will be received on July 31, 2013.

16.11.2 Utilize Interest Based Bargaining to jointly attempt to develop a formula involving comparable districts to determine salaries for 2003-2004 and future years.

16.11.3 Salary, retirement, fringe benefits and sick leave will be prorated for each part-time employee. A part-time employee shall receive one (1) year's salary increment credit when the unit member has worked the full-time equivalent (FTE) of eighty percent (80%) of a school year. Credit for step advancement on the salary schedule (Appendix A) is cumulative and shall occur at the beginning of the next school year.

Examples:
- one (1) year at eighty percent (80%) FTE = step advancement in the second school year
- two (2) years at sixty percent (60%) FTE = step advancement in the third school year
- two (2) years at fifty percent (50%) FTE = step advancement in the third school year
- four (4) years at twenty percent (20%) FTE = step advancement in the fifth school year

16.12 The Benefits Committee shall recommend to the Bargaining Units specific coverage and carrier options for the Bonita Unified School District. The Benefits Committee shall consist of nine (9) members of whom CSEA Bonita Chapter #21 shall select three (3); Bonita Unified Teachers Association shall select three (3); and the District Management Team shall select two (2). The ninth (9th) member of the committee shall be the Assistant Superintendent - Business Services. The District shall provide non-voting clerical support to the Benefits Committee. The method of making recommendations by the Benefits Committee shall be consensus. If consensus cannot be reached, recommendations shall be made by a majority vote that includes at least one (1) vote from each of the groups present for the recommendation. If any group is not represented at a Benefits Committee meeting the meeting shall continue. The final decisions about health/welfare Benefits of a Bargaining Unit will remain subject to the collective bargaining process.

16.13 Effective July 1, 2007, the minimum salary schedule placement for a Speech and Language Pathologist shall be Column VI, Step 13. Speech and Language Pathologists shall receive eight percent (8%) above their salary schedule placement. Effective August 1, 2008, the Speech and Language Pathologists were placed on Salary Schedule L (Appendix D).

Article 17 – OTHER BOARD APPROVED ASSIGNMENTS

17.1 All “Other Board Approved Assignments” shall be opened to unit members before they are offered to people outside the unit. The positions shall be posted and awarded to the most qualified applicants.

17.2 Unit members' performance of such duties assigned under this article shall not affect their evaluation as a classroom teacher.

17.3 Participation in instructional or hourly co-curricular programs beyond the regular workday shall be voluntary.

17.4 Compensation for positions listed in Appendix B and Appendix C shall be increased by the same percentage as the teacher’s salary schedule.

17.5 Unit members performing instructional or co-curricular work other than positions listed in Appendix B or Appendix C shall be compensated at the rate based on Column 1, Step 1 of the current Certificated Salary Schedule (Appendix A) using the formula below:

Column 1, Step 1 / (184.5 work days x 7.25 hours/per day) = hourly rate

Article 18 – PROFESSIONAL GROWTH

While Professional Growth is encouraged for all bargaining unit members, Professional Growth requirements have been discontinued per SB 1209.

Article 19 – PEER ASSISTANCE AND REVIEW

19.1 Mandatory Participation

19.1.1 Through peer Consulting Teachers, this component of the Program shall provide intervention to permanent teachers who receive an "Unsatisfactory" final evaluation in any two domains of the California Standards for the Teaching Profession as provided in the evaluation article of the Collective Bargaining Agreement.

19.1.2 Permanent Teachers receiving "Unsatisfactory" in two or more of the six domains of the California Standards for the Teaching Profession on their final evaluation in any given year shall be referred to the Peer Assistance and Review Joint Panel (hereafter referred to as "Joint Panel") by the principal for intervention under this program.

19.2 Other Participation

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

19.2.2 The Joint Panel shall have the authority to accept or reject non-mandatory referrals from volunteers. Teachers so referred shall have an opportunity to appear before the Joint Panel prior to its determination regarding such a referral.

19.3 Exclusions

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

19.4 Participating Teachers

19.4.1 The Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the parties' collective bargaining agreement.

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

19.5 Categories

There are three (3) categories of Participating Teachers.

19.5.1 Referred Teacher Participants

19.5.1.1 The purpose of participation in the PAR Program is to assist permanent teachers in need of development in subject matter knowledge or teaching strategies or both. Permanent unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation in any two domains of the California Standards for the Teaching Profession as provided in the evaluation article of the Collective Bargaining Agreement.

19.5.1.2 The Consulting Teachers shall provide assistance to the Referred Teacher until the Consulting Teacher concludes that the teaching performance of the Referred Teacher is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a recommendation to the Joint Panel. The Referred Teacher shall have the right to submit a written response to the final report.

19.5.1.3 The Referred Participating Teacher and the Consulting Teacher shall have the right to present reasons in writing why the Consulting Teacher should be replaced. The Joint Panel shall take those reasons under consideration.

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

19.5.2 Volunteer Teacher Participants

19.5.2.1 The purpose of voluntary participation in the PAR program is to assist teachers who seek to improve their teaching performance. Volunteers may request that the Joint Panel assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant.

19.5.2.2 The Volunteer Teacher shall indicate area(s) in which they seeks assistance in their request. The Volunteer Teachers or the Joint Panel may terminate teacher participation in the PAR program at any time without giving a reason. The notification to either party must be in writing.

19.5.2.3 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential. Such communication shall not be shared with any party including the site principal, the evaluator or the Joint Panel without the written consent of the Volunteer. Communication between the Consulting Teacher and the principal regarding the participation of a Voluntary Participating Teacher shall only take place with the written permission of the Voluntary Participating Teacher.

19.5.3 Beginning Teacher Participants

19.5.3.1 The purpose of participation in the assistance component of the PAR program is to support the Induction Program with respect to instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession. For credentialed beginning teachers this shall be the Induction Program, if available.
For Pre-Intern teachers this shall be the Pre-Internship Program, if available.

19.5.3.2 It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher/Support Provider shall play no role in the evaluation of the teaching performance of an Induction Participant. The evaluation and the election of the Induction Candidate is the sole responsibility of the site administrator.

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

19.5.3.4 The Beginning Teacher shall be deemed as:

a. Fully credentialed 1st or 2nd year teachers
b. Intern teachers
c. Pre-Intern teachers
d. Teachers with Emergency Permits
e. Temporary teachers
f. Experienced teachers who are new to the District

19.5.3.5 Beginning Teachers shall be served on a priority basis determined by district needs. Funds received through the Induction Program must be used to support fully credentialed first and second year teachers only; however, funds received through the PAR Program may be used to support all beginning teachers as listed in "a" through "f" above. First and second year fully credentialed teachers and Pre-Intern teachers shall be served in the Induction and Pre-Internship Program respectively if available. However, in the event that either of those programs are unavailable, the aforementioned teachers may be served by the Consulting Teachers in the PAR Program.

JOINT PANEL

19.6 Joint Panel Composition and Selection

19.6.1 The PAR program is supervised and evaluated by a Joint Panel composed of a majority of certificated classroom teachers chosen to serve by other certificated classroom teachers and administrators chosen to serve by the district, as follows: two administrators selected by the Superintendent and three teachers selected by the Association. The chair will be chosen annually by the Joint Panel.

19.7 Joint Panel Duties and Responsibilities

19.7.1 The Joint Panel shall:

- Administer the PAR Program.
- Accept or reject non-mandatory referrals for intervention.
- Assign, evaluate, and dismiss Consulting Teachers as it pertains to this program.
- Monitor the progress of Referred Teacher intervention including making the decision regarding the success of such intervention and so advising the Board of Education.

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

19.8 Panel Recommendations and Decision-Making

19.8.1 The Joint Panel is encouraged to use a consensus model for decision making. When consensus is not possible, a simple-majority will be used.

19.8.2 To conduct an official meeting, at least four (4) of the five (5) members of the Joint Panel must be present.

19.8.3 The Joint Panel shall not act on the Consulting Teachers reports before ten (10) work days following receipt of the report to allow a Participating Teacher sufficient time to submit a written response. By written agreement of the Joint Panel and the Participating Teacher, this timeline may be adjusted.

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

PROGRAM OPERATIONS

19.9 Confidentiality

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

a) In response to subpoena or order of the court
b) Program assessment reports

19.10 Duty to Indemnify

19.10.1 Certificated employees who perform functions as Consulting Teachers or are members of the Joint Panel shall be held harmless and thus have the same protection from liability and access to appropriate defenses afforded to other public school employees under the provisions of the California Government Code.

19.11 Funding

19.11.1 No more than five percent (5%) of the funds received by the school district for PAR may be expended for administrative costs. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof under Education Code 44500-44508 or successor legislation.

CONSULTING TEACHERS

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

19.12.1 Consulting Teacher shall:

- Possess a clear California teaching credential
- Have successfully taught in the school district for the last five (5) years
- Demonstrate exemplary teaching ability
- Demonstrate talent in written and oral communications
- Demonstrate leadership ability or potential within the teaching profession
- Demonstrate ability to work cooperatively and effectively with other professional staff members
- Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques

19.12.2 Consulting Teachers shall be selected as follows:

- A notice/announcement of vacancy will be posted/distributed.
- Applicants shall submit application form or letter of application.
- Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. At least one (1) letter will be from the immediate supervisor, and one (1) from a teacher or Association representative.
- Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications.
- Consulting Teachers shall be selected by a consensus or simple-majority vote of
- the Joint Panel.

19.13 DUTIES AND RESPONSIBILITIES

19.13.1 Consulting Teachers shall assist Participating Teachers through demonstrations, observations,

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

19.13.2 Consulting Teacher shall:

- Meet with the Referred Participating Teacher and site administrator/ evaluator to discuss the PAR program, establish mutually agreed upon performance goals aligned with pupil learning, and develop the written assistance plan and a process for determining successful completion of the PAR program.
- Conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific immediate feedback.
- Meet regularly for observations/discussions with each Participating Teacher.
- Maintain a written log of contacts and specific support given to each Participating Teacher.
- Document all observations, visitations, and meetings.
- Submit periodic written reports to the Joint Panel and discuss them with the Referred Participating Teacher.
- Continue to provide assistance until the Joint Panel directs the Consulting Teacher to cease support because it has determined that further assistance will not be productive or the teaching performance of the Referred Participating Teacher is satisfactory.
- Submit the final report to the Referred Teacher to receive his or her signature to verify delivery and receipt.
- Submit the final report to the Joint Panel within five (5) working days of delivery to the Referred Teacher.
- Participate in an annual review of the program with the Joint Panel.

19.13.3 Consulting Teacher shall have the right to present reasons why their specific participating Teacher should be reassigned and to have those reasons considered. Such notification to the Joint Panel must be in writing.

19.14 Reports and Meetings with the Joint Panel

19.14.1 The Consulting Teacher shall submit a written report to the Joint Panel on the progress of the Referred Participating Teacher at least once per semester or as requested by the Joint Panel. The final report will be submitted to the Joint Panel at least forty-five (45) calendar days before the end of the Participating Teacher's school year.

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

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

19.14.4 All deliberations of the Joint Panel are confidential to the extent permitted by law.

TERMS AND CONDITIONS

19.15 Length of Term for Consulting Teacher

The Consulting Teacher length of term shall be determined by the Joint Panel.

19.16 Compensation

19.16.1 The Consulting Teacher shall receive a stipend of $1,800.00 per referred teacher per year.

19.16.2 The Joint Panel Members shall each receive a stipend of $500.00 per year.

Article 20 – NON-DISCRIMINATION/ACADEMIC FREEDOM

20.1 Neither the District nor the Association shall unlawfully discriminate against any unit member.

20.2 A unit member shall have reasonable professional discretion in the classroom presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that said material is relevant to Board approved course of study, appropriate to the age and maturity of the student(s), consistent with Board policy and administrative regulations, and within the scope of the law.

20.3 Evaluations shall not reference unit member activities unrelated to their professional responsibilities, nor shall any disciplinary action be taken unless such activities adversely affect their professional responsibilities.

20.4 Any person other than District management may visit the unit member in the classroom only with advance notification and consultation with the unit member, a site administrator, and a visitor to determine the purpose and duration of the visitation.

Article 21 – JOB SHARING

21.1 A unit member may job share with no more than one (1) other teacher per one (1) full-time assignment (FTE), subject to the following:

The District will consider requests received by a permanent unit member wishing to share one (1) full-time assignment.

A permanent unit member may submit a job share application (Appendix V) for no more or less than one (1) school year at a time. Job share agreements must be renewed on a yearly basis. Permanent unit members participating in a job share will return to full-time status the following school year if a new application is not received and approved by the Governing Board.

21.1.1 A Job Share Packet must be requested from Human Resources Development. The Job Share Application must be submitted to the site principal. Date subject to change per job share packet. Job Share Requests are subject to review by the Principal and Human Resources Development. Human Resources Development will approve or deny requests on a case by case basis.

21.1.2 Following approval by Human Resources Development:

Job shares approved as requested will be submitted to the Governing Board for approval at the next regularly scheduled Board meeting.

21.1.3 Job share agreements may be between a permanent unit member and a temporary unit member. If two permanent unit members would like to job share they will need prior approval from Human Resources Development.

21.1.3.1 Both job share partners must possess a valid California credential authorizing them to perform service in the assignment to which they are assigned. Both job share partners must possess the skills and experience necessary to perform the assignment.

21.1.3.2 If two permanent unit members are approved to job share partner #1 is the permanent teacher in that position. Job share partner #2 is subject to involuntary reassignment and transfers.

21.1.4 As a part of the job share agreement, the permanent unit member(s) must request an unpaid leave of absence for the portion of the full time assignment the permanent unit 2541 member(s) will NOT be working while job sharing.

21.2 Scheduling and Work Calendar

21.2.1 Once the job share and partner is approved, the teachers must submit the Job Share Packet to their principal for review:

- Job share proposal/plan
- Job share work calendar
- Application for Other Leave Without Pay

21.2.2 Both job share partners are required to attend the following days as part of their job share assignment:

- 2.5 student free days at the beginning of the year
- First day of school
- 2 District Staff Development Days
- Last day of school

21.2.3 Both job share partners are required to attend Parent Conferences, Back-to-School Night and Open House.

21.2.4 Job share partners may trade their regularly scheduled days/times for reasons of illness, personal necessity, or educationally related activities by mutual agreement and notification to the principal.

21.2.5 If a job share partner substitutes over and above their assigned FTE percentage, they shall receive additional compensation at the current job share substitute rate.

21.2.6 On occasions, when both job share partners are required to attend an IEP or parent meeting and this occurs on their off day, they will be paid on a time card at the contracted hourly rate.

21.3 Compensation

Salary, retirement, fringe benefits and sick leave will be prorated for each of the job sharing participants.

21.3.1 A job sharing participant shall receive one (1) year's salary increment credit when the unit member has worked the full-time equivalent (FTE) of eighty percent (80%) of a school year. Credit for step advancement on the salary schedule (Appendix A) is cumulative and shall occur at the beginning of the next school year.

Examples:

- one (1) year at eighty percent (80%) FTE = step advancement in the second school year
- two (2) years at sixty percent (60%) FTE = step advancement in the third school year
- two (2) years at fifty percent (50%) FTE = step advancement in the third school year
- four (4) years at twenty percent (20%) FTE = step advancement in the fifth school year

21.3.2 The total amount of money expended by the District for the payment of insurance premiums cannot exceed the amount the District pays for a single unit member who occupies a full time position.

Either one or both job share partners may waive the non-mandated District provided benefits. Each of the job share partners shall receive a pro rata share of the District's premium contribution for the single full time position to be applied toward benefits. Each job share partner shall be required to pay the difference between the District's prorated contribution and the premium cost.

Article 22 – COMPLAINT PROCEDURE

22.1 Complaints from students, parents and/or citizens shall be processed as follows:

22.1.1 Any student, parent or citizen complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint within five (5) work days of receipt.

22.1.2 Should the involved unit member or the administrator believe the allegations in the complaint warrant a meeting, the administrator shall attempt to schedule a meeting and facilitate such a meeting in order to resolve the matter. The unit member and the complainant may each have a representative at the meeting. The administrator shall provide the complainant a copy of Administrative Regulation 1312.1 and explain the procedure for processing complaints.

22.1.3 If the complaint is not resolved, it shall be reduced to writing by the complainant and a copy shall be provided to the unit member.

22.2 If an investigation and/or a grievance reveals that a complaint is inaccurate, there shall be no documentation regarding the complaint in the unit member's personnel file or evaluation report.

22.3 The unit member may challenge the District's action in response to a complaint by filing a grievance pursuant to the provisions of Article 10.

Article 23 – EFFECT OF AGREEMENT

In cases where this contract conflicts with District policy or practices, the specific provisions contained in this Agreement shall prevail over District practices and procedures and in the absence of specific provisions in this agreement, such District practices and procedures are discretionary with the District subject to the provisions of law.

Article 24 – SAVINGS PROVISION

24.1 If any provision of this Agreement or any application thereof to any member of the bargaining unit is held to be contrary to law by the final decision of a court of competent jurisdiction, or if compliance with any provision is restrained by such a court, pending a final determination as to its validity, such provision will be deemed invalid to the extent required by such decision. Upon request of either will be held to amend the agreement to comply with the decision.

24.2 In the event any provision of this Contract proves unenforceable or invalid for whatever reason, the remaining provisions of the Contract shall be unaffected by such holding, but remain in full force and effect.

Article 25 – DURATION

25.1 This Agreement shall become effective on the date when ratification is achieved by both parties and shall remain in effect until June 30, 2028.

25.2 There will be no further negotiations until negotiations commence on a successor agreement except as follows:

(a) In the event the legislature adds to the subjects within the scope of representation listed in Government Code Section 3543.2, the parties will negotiate regarding such added subjects.

(b) In 2023 – 2028 the Association and the District shall be limited to two (2) subjects or articles each for negotiations.

(c) In 2023 – 2028 there shall be negotiations in Article 16 (Salary, Health & Welfare).

(d) In 2023 – 2028, calendar shall be an automatic re-opener (Appendix I).

25.3 Negotiations will begin no later than October 10 of each school year of the agreement, unless altered by mutual agreement.

APPENDIX A

BONITA UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2026-2027

STEP	COLUMN I B.A. (CTE Preliminary)	COLUMN II B.A. + 15 Semester Units (CTE Clear)	COLUMN III B.A. + 30 Semester Units	COLUMN IV B.A. + 45 Semester Units or MA	COLUMN V B.A. + 60 Semester Units	COLUMN VI B.A. + 60 Semester Units Including MA
1	67648	67648	67648	68003	68003	68003
2	67648	67648	67648	71200	75933	75933
3	67648	67648	69539	74430	79131	83362
4	67648	67731	72541	77662	82375	86738
5	67648	70475	75514	80861	84346	90079
6	68245	72655	78549	84105	88823	93487
7	70830	76031	81553	87301	92018	96880
8	73996	78825	84524	90516	95246	100255
9	73996	81585	87528	93729	98462	103630
10	73996	81585	90516	96978	101658	107020
11	73996	81585	90516	100188	104905	110394
12	73996	81585	90516	100188	108118	113738
13	73996	81585	90516	100188	109734	115433
14	73996	81585	90516	100188	111395	117178
15	73996	81585	90516	100188	113060	118938
16	73996	81585	90516	100188	114738	120748
17	73996	81585	90516	100188	116468	122540
18	73996	81585	90516	100188	118213	124382
19	73996	81585	90516	100188	119971	126237
20	73996	81585	90516	100188	121796	128146

A maximum of ten (10) years credit for prior teaching experience will be allowed.

A unit member shall be eligible for step advancement upon completion of 75% or more days of paid service to tl District within a school year.

An employee who qualifies for column movement and submits proper documentation (official sealed transcripts the 15th of the month will receive the salary increase in the current pay period. If proper documentation is receiv after the 15th of the month, the salary increase will occur in the subsequent pay period.

A Notice of Intent to move from one column to another must be noted on the form Intent to Complete Column Move Requirements (Appendix O).

For a CTE teacher to move columns III-VI, a single subject credential is required.

COMPENSATION FOR OTHER BOARD APPROVED ASSIGNMENTS
2% Increase - Effective 9/1/2026
Stipends shall be paid to employee on a tenthly basis

Band Director - High School	5296
Assistant Band Director - High School	2798
Band Director - Middle School	3868
Band Director - Elementary School	3868
Choral Director - High School	5296
Choral Director - Middle School	3868
Vocal Teachers - Elementary School	3868
ASB Advisor - High School	6902
ASB Advisor - Continuation High School	1746
ASB Advisor - Middle School	4157
Student Council - Elementary School	873
Drama Director - High School	4108
Drama Director - Middle School	1941
*Academic Head Coach - High School	2772
*Academic Head Coach - Middle School	728
*Academic Head Coach - Elementary School	437
Yearbook Advisor - High School	4069
Yearbook Advisor - Middle School	2035
Journalism Advisor (Print & Video) - High School	3575
Tech Coordinator - High School	3115
Cheer Advisor - High School	3735
Senior Class Advisor - High School	3427
Junior Class Advisor - High School	3427
Sophomore Class Advisor - High School	3115
Freshman Class Advisor - High School	3115
Peer Support Advisor - High School	2185
Peer Support Advisor - Middle School	2185
Secondary Department Chairpersons Stipends	
1 - 15 Teaching Periods	2347
16-24 Teaching Periods	3031
25+ Teaching Periods	4129
Leadership Team Stipends - Elementary School	1551
Leadership Team Stipends - Continuation High School (not to exceed 3 stipends)	1551

**State or Nationally recognized events; up to 2 head coaches per site*
Elementary and Middle School not to exceed 7 stipends per site
HS Dept Chair stipends not to exceed 8 per site
♦*Per Article 16.11.1, compensation for positions listed in this appendix shall be increased by the same percentage as the teacher's salary schedule.*
♦*Reflects 4% academic and coaching stipend increase effective July 1, 22*

COACHING STIPENDS

2% Increase - Effective 9/1/2026

Stipends shall be paid during the month in which the regular season concludes.

	Freshman	JV/Assistant	Varsity
Badminton	2242	3295	4038
Baseball	3624	3762	4943
Basketball	3410	3913	5004
Cross Country	2181	3209	4165
E-Sports	2242	3295	4038
Field Hockey	3266	3554	5004
Flag Football	3437	3634	4466
Football	3954	4437	5986
Golf	3499	3738	4711
Soccer	3504	3655	4390
Softball	3624	3762	4943
Swimming	3499	3738	4711
Tennis	2242	3285	4133
Track	3460	3775	4813
Volleyball	3437	3634	4466
Water Polo	3437	3634	4466
Wrestling	3266	3554	4579
Athletic Trainer - High School		Per Season	3387
Intermural - Continuation High School			1163
Intermural - Middle School			1984
Intermural - Elementary School			728
Intramural - Middle School			1456
Dance Team Coach - High School			4087
Cheer Coach - High School		Yearly	4087
Color Guard - High School			4087

- **Teams that require separate practice time and/or game schedule shall be given a stipend for each team.**
- **CIF: Each additional week of practice and competition for team sports will be paid at the weekly salary rate of the sport.**
- **Co-Athletic Directors' compensation for extra duties wil be five percent (5%) of their gross pay.**
- **Per Article 16.11.1, compensation for positions listed in this appendix shall be increased by the same percentage as the teacher's salary schedule, excluding the $500 incentive for BUSD bargaining unit members below.**
- **A Bonita USD bargaining unit member will receive an additional $500 incentive to the amount listed above for comprehensive high school coaching and Athletic Trainer positions only.**

APPENDIX D

BONITA UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2026-2027 (COL 6 STEP 13-20 + 8%)
SPEECH LANGUAGE PATHOLOGIST

STEP	COLUMN I B.A.	COLUMN II B.A. + 15 Semester Units	COLUMN III B.A. + 30 Semester Units	COLUMN IV B.A. + 45 Semester Units or MA	COLUMN V B.A. + 60 Semester Units	COLUMN VI B.A. + 60 Semester Units Including MA
1	67648	67648	67648	68003	68003	68003
2	67648	67648	67648	71200	75933	75933
3	67648	67648	69539	74430	79131	83362
4	67648	67731	72541	77662	82375	86738
5	67648	70475	75514	80861	84346	90079
6	68245	72655	78549	84105	88823	93487
7	70830	76031	81553	87301	92018	96880
8	73996	78825	84524	90516	95246	100255
9	73996	81585	87528	93729	98462	103630
10	73996	81585	90516	96978	101658	107020
11	73996	81585	90516	100188	104905	110394
12	73996	81585	90516	100188	108118	113738
13	73996	81585	90516	100188	109734	124688
14	73996	81585	90516	100188	111395	126562
15	73996	81585	90516	100188	113060	128467
16	73996	81585	90516	100188	114738	130405
17	73996	81585	90516	100188	116468	130823
18	73996	81585	90516	100188	118213	134328
19	73996	81585	90516	100188	119971	136331
20	73996	81585	90516	100188	121796	138398

A maximum of ten (10) years credit for prior teaching experience will be allowed.

A unit member shall be eligible for step advancement upon completion of 75% or more days of paid service to the District within a school year.

An employee who qualifies for column movement and submits proper documentation (official sealed transcripts) by the 15th of the month will receive the salary increase in the current pay period. If proper documentation is received after the 15th of the month, the salary increase will occur in the subsequent pay period.

A Notice of Intent to move from one column to another must be noted on the form Intent to Complete Column Move Requirements (Appendix R).

APPENDIX E

BONITA UNIFIED SCHOOL DISTRICT
COUNSELOR SALARY SCHEDULE 2026-2027

STEP	COLUMN I B.A.	COLUMN II B.A. + 15 Semester Units	COLUMN III B.A. + 30 Semester Units	COLUMN IV B.A. + 45 Semester Units or MA	COLUMN V B.A. + 60 Semester Units	COLUMN VI B.A. + 60 Semester Units Including MA
1	74803	74803	74803	75190	75190	75190
2	74803	74803	74803	78743	83960	83960
3	74803	74803	76901	82296	87512	92178
4	74803	74900	80229	85879	91081	95925
5	74803	77935	83523	89402	93262	99641
6	75465	80341	86865	93003	98220	103371
7	78308	84089	90176	96556	101756	107118
8	81843	87159	93487	100110	105325	110863
9	81843	90224	96798	103661	108863	114610
10	81843	90224	100110	107230	112428	118339
11	81843	90224	100110	110783	116016	122088
12	81843	90224	100110	110783	119567	125770
13	81843	90224	100110	110783	123171	127660
14	81843	90224	100110	110783	123171	129597
15	81843	90224	100110	110783	125043	131520
16	81843	90224	100110	110783	126884	133536
17	81843	90224	100110	110783	128788	135508
18	81843	90224	100110	110783	130727	137558
19	81843	90224	100110	110783	132682	139607
20	81843	90224	100110	110783	134683	141709

A maximum of ten (10) years credit for prior teaching experience will be allowed.

A unit member shall be eligible for step advancement upon completion of 75% or more days of paid service to the District within a school year.

An employee who qualifies for column movement and submits proper documentation (official sealed transcripts) by the 15th of the month will receive the salary increase in the current pay period. If proper documentation is received after the 15th of the month, the salary increase will occur in the subsequent pay period.

A Notice of Intent to move from one column to another must be noted on the form Intent to Complete Column Move Requirements (Appendix R).

The California Standards for the Teaching Profession

CSTP 1	
Engaging and Supporting All Students in Learning	
Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.	
1A	**Focus on Students:** Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.
1B	**Knowledge of Students:** Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.
1C	**Student Backgrounds and Family Engagement:** Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.
1D	**Diversity and Equity:** Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.

CSTP 2	
Creating and Maintaining Effective Environments for Student Learning	
Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.	
2A	**Learning Environment:** Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social–emotional growth.
2B	**Student Behavior**: Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive.
2C	**Organizational and Resource Management:** Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive.
2D	**Inclusive Environment:** Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences— to ensure that students' identities are included in classroom interactions and future learning experiences.

CSTP 3	
Understanding and Organizing Subject Matter for Student Learning	
Teachers integrate content, processes, materials, and resources into a coherent, culturally relevant, and equitable curriculum that engages and challenges learners to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.	
3A	**Knowledge of Subject Matter and Pedagogy:** Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development.
3B	**Connecting Subject Matter to Real-World Contexts:** Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.
3C	**Curriculum and Resources for Specific Students and Student Groups:** Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social-emotional concepts, to promote each learner's growth.
3D	**Content and Skills across Subjects:** Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.
3E	**Curriculum Materials and Resources:** Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.

CSTP 4	
Planning Instruction and Designing Learning Experiences for All Students	
Teachers set a purposeful direction for instruction and learning activities, intentionally planning, and enacting challenging and relevant learning experiences that foster each student's academic and social–emotional development.	
4A	**Planning Instruction for Student Learning:** Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.
4B	**Designing and Developing Instruction for Student Learning:** Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.
4C	**Facilitating Instruction for Student Learning:** Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.
4D	**Adapting Instruction for Student Learning:** Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.

CSTP 5	
Assessing Students for Learning	
Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what students know and can do, and to determine what they need to learn. Teachers use that information to advance and monitor student progress as well as to guide teachers' and students' actions to improve learning experiences and outcomes.	
5A	**Understanding and Using Assessments:** Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.
5B	**Interpreting and Using Assessment Data to Inform Student Learning:** Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning.
5C	**Communication of Assessment and Data:** Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress.
5D	**Assessment for Continuous Improvement:** Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.

CSTP 6	
Developing as a Professional Educator	
Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacity, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.	
6A	**Reflection on Practice:** Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.
6B	**Focused Professional Learning:** Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals.
6C	**Collaboration with Colleagues:** Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.
6D	**Collaboration with Families, Guardians, and the Community:** Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being.
6E	**Ethical Conduct and Professional Responsibilities:** Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being.
6F	**Activating Access and Equity:** Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.
6G	**Personal Growth and Well-Being:** Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.

BONITA UNIFIED SCHOOL DISTRICT

Instructional Objectives Form CSTPs/NSSCPs/SPSNPs

(To be completed by October 1)

_____(Evaluatee's initials) Yes, I have met with my evaluator and agree to the above CSTPs/NSSCPs/SPSNPs.

_____(Evaluatee's initials) No, I have met with my evaluator and do not agree to the above CSTPs/NSSCPs/SPSNPs.

_____	_____	_____
Signature of Evaluatee	**Date**	**Signature of Evaluator**

BONITA UNIFIED SCHOOL DISTRICT

Observation & Conference Report Form

Name of Evaluatee_____ Date of Observation _____

Setting:_____ Other Conditions:_____

Time of Observation: From: _____To:_____

Instructional Objective(s) to be Evaluated:

Observation:

Commendations and Recommendations:

Responses: (By Evaluatee)

The signature of Evaluatee indicates only that the conference has been held.

_____ _____ _____

Signature of Evaluatee Date of Conference Signature Evaluator

Original: To Personnel File

☐ Copy: To Evaluatee

☐ Copy: To Evaluator

BONITA UNIFIED SCHOOL DISTRICT
CERTIFICATED TEACHER EVALUATION FORM

Employee Name:_____ School Year: _____

Evaluator:_____Assignment Location: Select

Grade Level/Subject: _____

Status: Select

Directions: The unit member to be evaluated shall identify at least two (2) CSTPs/CSSCPs/SSNPs substandards as focus areas for their evaluation. Evaluation and assessment made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the unit member not later than thirty (30) calendar days before the last school day.

Explanation of Ratings

Highly Effective/Innovating	Effective/Proficient	Developing/ Professional Support Needed	Unsatisfactory/Does Not Meet Standard
This level is reserved for truly outstanding teaching that meets very demanding criteria and exceeds standards. Areas for growth will be identified.	Professional performance meets standards. Areas for growth will be identified.	Teachers are not expected to remain at this level; performance has standard(s) which must be addressed. **If indicated below, a professional support plan will be implemented to meet standards.*	Performance is clearly unacceptable, does not meet standards, and needs to be improved. Re-evaluation and professional support plan are required.

I. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.

RATING: Select

Objective:	Comments:
☐ 1A: Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning. ☐ 1B: Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning. ☐ 1C: Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning. ☐ 1D: Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.	**Commendations**: **Recommendations:**

II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.

Rating: Select

Objective:	Comments:
☐ 2A: Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social–emotional growth. ☐ 2B: Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive. ☐ 2C: Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive. ☐ 2D: Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences—to ensure that students' identities are included in classroom interactions and future learning experiences.	**Commendations**: **Recommendations:**

III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Teachers integrate content, processes, materials, and resources into a coherent, culturally relevant, and equitable curriculum that engages and challenges learners to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.

Rating: Select

Objective:	Rating and Comments
☐ 3A: Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development. ☐ 3B: Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful. ☐ 3C: Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner's growth. ☐ 3D: Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter. ☐ 3E: Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.	**Commendations**: **Recommendations:**

IV. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

Teachers set a purposeful direction for instruction and learning activities, intentionally planning, and enacting challenging and relevant learning experiences that foster each student's academic and social–emotional development.

Rating: Select

Objective:	Rating and Comments
☐ 4A: Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests. ☐ 4B: Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach. ☐ 4C: Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy. ☐ 4D: Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.	**Commendations**: **Recommendations:**

V. ASSESSING STUDENTS FOR LEARNING

Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what students know and can do, and to determine what they need to learn. Teachers use that information to advance and monitor student progress as well as to guide teachers' and students' actions to improve learning experiences and outcomes.

Rating: Select

Objective:	Rating and Comments
☐ 5A: Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being. ☐ 5B: Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning. ☐ 5C: Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress. ☐ 5D: Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.	**Commendations**: **Recommendations:**

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR

Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacity, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.

Rating: Select

Objective:	Rating and Comments
☐ 6A: Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness. ☐ 6B: Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals. ☐ 6C: Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs. ☐ 6D: Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being. ☐ 6E: Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being. ☐ 6F: Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive. ☐ 6G: Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.	**Commendations**: **Recommendations:**

Professional Support Plan:

NOT APPLICABLE☐ *ATTACHED☐
**Requires explanation* (*CSTP(s) to be addressed*):

Participation in Peer Assistance Review:

NOT APPLICABLE☐ *SELF-RECOMMEND ☐ *APPROACHING☐ *REQUIRED☐
**Requires explanation* (*CSTP(s) to be addressed*):

___ (Teachers initials) I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.

I understand that I have the right to submit a rebuttal that will be attached to this document.

Teacher's Signature_____ Date_____

Administrator's Signature_____ Date_____

Next Anticipated Evaluation School Year _____

TO BE COMPLETED NO LATER THAN THIRTY (30) DAYS BEFORE LAST SCHOOL DAY

Observation and Conference Report(s) must be attached

Original to Personnel File

Revised 5/2026

BONITA UNIFIED SCHOOL DISTRICT

Certificated Professional Support Plan

Employee:_____ **Evaluator:** _____

School: Select _____ **Implementation School Year:** _____

CSTP(s)/CSSCP(s)/SSNP(s) to be addressed per evaluation:

Connected Standards	**Performance Goals**	**Action Steps**	**Evidence**
	1.		
	2.		
	3.		

Goal Review 1 Date_____:

Goal Review 2 Date_____:

❑ _____(Employee's initials) I have received a copy of the Professional Support Plan and discussed the contents with my administrative supervisor.

Employee's Signature:_____ Date: _____

Administrator's Signature:_____ Date: _____

THE CALIFORNIA STANDARDS FOR THE SCHOOL COUNSELING PROFESSION

provides a common language and a vision of the scope and complexity of the school counseling profession. With these standards, all counselors can define and develop their practice. The standards address the diversity of California's student population and reflect a system of support services that connects all students to activities and opportunities for academic, career, personal and social development. In promoting the success of all students, school counselors:

STANDARD 1

ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING

School counselors engage all students in a system of support programs, services, activities and opportunities to ensure their learning and academic success. School counselors assess the learning and academic needs of all students and develop interventions to address those needs. School counselors identify problems that impede learning at the earliest stages and implement strategies to address these problems. School counselors advocate for and support student achievement by promoting student motivation, positive interaction, and educational choice.

STANDARD 2

PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS

School counselors utilize systems and organizational skills to design, plan, and implement student-support programs to benefit all students. School counselors apply multiple approaches to assess program outcomes and then use evaluation data for continuous improvement. School counselors employ accepted guidance models and current research findings to ensure effective leadership and accountability for program outcomes.

STANDARD 3

UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT

School counselors assess and evaluate student attributes, behavior, and achievement using a variety of resources and methods. School counselors gather information to facilitate data-based decisions that promote student academic, career, personal, and social development. School counselors interpret and use data to work with individual students and their parents/guardians to develop plans for educational and personal success.

STANDARD 4

COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES

School counselors collaborate and coordinate with school staff, parents, local community agencies, municipalities, businesses, and service organizations to facilitate student development and ensure student success in school and in life. As student advocates, school counselors develop effective working teams with school staff, parents, and community members to eliminate personal, social, and institutional barriers to academic development.

STANDARD 5

PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS

School counselors actively participate in systematic planning for school safety that includes school climate and crisis response plans. School counselors address elements of prevention, intervention, and treatment and contribute to establishing and maintaining a positive, safe, and secure school environment. School counselors develop and implement programs that reduce the incidence of school-site verbal, psychological, and physical intimidation and violence. School counselors provide support to witnesses and victims of violence and promote responsible behavior by the perpetrators of violence.

STANDARD 6

DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR

School counselors evaluate their professional contributions and actively engage in planning their professional development. School counselors establish professional goals, pursue opportunities to develop professional knowledge and skill, and participate in the extended professional community. School counselors follow professional codes of ethics and legal mandates while maintaining current knowledge of laws affecting the delivery of student services. School counselors contribute to school activities, promote school goals, and continually improve professional practice.

BONITA UNIFIED SCHOOL DISTRICT
School Counselor Evaluation Report

School Counselor: School:

School Year: Evaluator: Title:

Personnel Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent

Highly Effective/Innovating	Effective/Proficient	Developing/ Professional Support Needed	Unsatisfactory/Does Not Meet Standard
This level is reserved for truly outstanding counseling that meets very demanding criteria and exceeds standards. Areas for growth will be identified.	Professional performance meets standards. Areas for growth will be identified.	School Counselors are not expected to remain at this level; performance has standard(s) which must be addressed. *If indicated below, a professional support plan will be implemented to meet standards.	Performance is clearly unacceptable, does not meet standards, and needs to be improved. Re-evaluation and professional support plan are required.

CSSCP	Rating
Standard 1: Engage, Advocate For and Support All Students In Learning	☐ Highly Effective/Innovating ☐ Effective/Proficient ☐ Developing ☐ *Professional Support Plan Needed ☐ Unsatisfactory/Does Not Meet Standard
Standard 2: Plan, Implement and Evaluate Programs to Promote Academic, Career, Personal and Social Development of All Students	☐ Highly Effective/Innovating ☐ Effective/Proficient ☐ Developing ☐ *Professional Support Plan Needed ☐ Unsatisfactory/Does Not Meet Standard
Standard 3: Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement	☐ Highly Effective/Innovating ☐ Effective/Proficient ☐ Developing ☐ *Professional Support Plan Needed ☐ Unsatisfactory/Does Not Meet Standard

Standard 4: Collaborate and Coordinate With School and Community Resources	☐ Highly Effective/Innovating ☐ Effective/Proficient ☐ Developing ☐ *Professional Support Plan Needed ☐ Unsatisfactory/Does Not Meet Standard
Standard 5: Promote and maintain a Safe Learning Environment for All Students	☐ Highly Effective/Innovating ☐ Effective/Proficient ☐ Developing ☐ *Professional Support Plan Needed ☐ Unsatisfactory/Does Not Meet Standard
Standard 6: Developing as a Professional School Counselor	☐ Highly Effective/Innovating ☐ Effective/Proficient ☐ Developing ☐ *Professional Support Plan Needed ☐ Unsatisfactory/Does Not Meet Standard

Commendations and Recommendations

Commendations:

Recommendations:

Professional Support Plan:

NOT APPLICABLE____ *ATTACHED____
**Requires explanation* (*CSSCP(s) to be addressed*):

Participation in Peer Assistance Review:

NOT APPLICABLE____ *SELF-RECOMMEND____ *APPROACHING____ *REQUIRED____
**Requires explanation* (*CSSCP(s) to be addressed*):

 ____ (School Counselor's initials) I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.

OR

 ____ (School Counselor's initials) I have received a copy of the evaluation report and discussed the contents with my administrative supervisor. I DISAGREE WITH THE EVALUATION REPORT. I understand that I have the right to submit a rebuttal that will be attached to this document.

☐ ____ (School Counselor's initials) SC comments attached
☐ ____ (School Counselor's initials) No SC comments attached

School Counselor's Signature_____ Date_____

Administrator's Signature_____ Date_____

Next Anticipated Evaluation School Year _____

TO BE COMPLETED NO LATER THAN THIRTY (30) DAYS BEFORE LAST SCHOOL DAY
Observation and Conference Report(s) must be attached

Rev 7.16.21

Bonita Unified School District

STANDARDS OF PROFESSIONAL SCHOOL NURSING PRACTICE

National Association of School Nurses, June 1998

STANDARDS OF CARE	STANDARDS OF PROFESSIONAL PERFORMANCE
Standard I. Assessment The School Nurse collects client data. **Standard II. Diagnosis** The School Nurse analyzes the assessment data in determining nursing diagnoses. **Standard III. Outcome Identification** The School Nurse identifies expected outcomes individualized to the client. **Standard IV. Implementation** The School Nurse implements the interventions identified in the plan of care/action. **Standard V. Evaluation** The School Nurse evaluates the client's progress toward attainment of outcomes.	**Standard I. Quality of Care** The School Nurse systematically evaluates the quality and effectiveness of school nursing practice. **Standard II. Performance Appraisal** The School Nurse evaluates one's own nursing practice in relation to professional practice standards and relevant statutes, regulations, and policies. **Standard III. Education** The School Nurse acquires and maintains current knowledge and competency in school nursing practice. **Standard IV. Collegiality** The School Nurse interacts with and contributes to the professional development of peers and school personnel as colleagues. **Standard V. Ethics** The School Nurse's decisions and actions on behalf of clients are determined in an ethical manner. **Standard VI. Collaboration** The School Nurse collaborates with the student, family, school staff, community, and other providers in providing student care. **Standard VII. Research** The School Nurse promotes use of research findings in school nursing practice. **Standard VIII. Resource Utilization** The School Nurse considers factors related to safety, effectiveness, and cost when planning and delivering care. **Standard IX. Communication** The School Nurse uses effective written, verbal, and nonverbal communication skills. **Standard X. Program Management** The School Nurse manages school health services. **Standard XI. Health Education** The School Nurse assists students, families, the school staff, and community to achieve optimal levels of wellness through appropriately designed and delivered health education.

BONITA UNFIED SCHOOL DISTRICT SCHOOL
NURSE EVALUATION REPORT

NURSE: _____ EVALUATOR: _____ SCHOOL YEAR:
PERSONNEL STATUS: [] Temporary [] Probationary 1 [] Probationary 2 [] Permanent

Highly Effective	Proficient	Developing	Unsatisfactory
This level is reserved for truly outstanding nurses that meets very demanding criteria and exceeds standards. Areas for growth will be identified	Professional performance meets standard. Areas for growth will be identified.	Nurses are not expected to remain at this level; performance has standard(s) which must be addressed. *if indicated below, a professional support plan will be implemented to meet standards	Performance is clearly unacceptable, does not meet standards, and need to be improved. Re-evaluation and professional support plan are required

STANDARDS OF SCHOOL NURSING PRACTICE	RATING
Standard 1 & 2: Assessment and Diagnosis ❑ Utilizes student health findings and data collection related to the learning process to identify student health needs utilizing emergency cards, health screenings results, medical exams, physician orders, etc. ❑ Identifies and follows standards of care regarding communicable disease and infection control. ❑ Reviews documentation of student diagnosis and collaborates with parents, medical providers and staff for health care services at school using health forms, current research and clinical judgement. ❑ Identifies at risk students and provides referrals to appropriate providers.	[ ] Highly Effective [ ] Proficient [ ] Effective [ ] Developing [ ] *Professional Support Plan Needed [ ] Unsatisfactory/ Does Not Meet Standards
Standard 3, 4, & 5: Planning, Implementation, Outcome Identification, Coordination of Care, Consultation, Health Teaching and Promotion • Develops Medical IEP/Emergency Plans to improved health and education outcomes. • Consults with family, staff, and medical providers for necessary changes. • Trains unlicensed personnel (Health Clerks, School Age Care, and Teaching Staff) in first aid and direct care. • Manages mandated health screenings in a timely manner, ensures documentation of results into Aeries and provides referrals. • Provides health education for individuals/groups as needed. • Incorporates IEP into student's educational day and after school activities. • Responds to health care issues by providing counseling and crisis intervention in areas such as teen pregnancy, substance abuse and emotional crisis. Refers or consults with appropriate personnel.	[ ] Highly Effective [ ] Proficient [ ] Effective [ ] Developing [ ] *Professional Support Plan Needed [ ] Unsatisfactory/ Does Not Meet Standards

Standard 6: Evaluation ❑ Evaluates effectiveness and amends IHP/Emergency Plan through periodic follow up with family, staff and providers. ❑ Maintains ongoing updated documentation in Aeries and provides written reports as needed.	[ ] Highly Effective [ ] Proficient [ ] Effective [ ] Developing [] *Professional Support Plan Needed
STANDARDS OF PROFESSIONAL PERFORMANCE	
STANDARD 7 &11: ETHICS AND LEADERSHIP • Models personal and professional integrity and accountability. Upholds confidentiality within legal parameters. • Is culturally competent and demonstrates caring, kindness and respects into nursing practice. • Incorporates the vision and goals of BUSD when planning health care needs for students. • Demonstrates leadership abilities	[ ] Highly Effective [ ] Proficient [ ] Effective [ ] Developing [ ] *Professional Support Plan Needed [ ] Unsatisfactory/ Does Not Meet Standards
STANDARD 8 & 9: EDUCATION AND RESEARCH • Is currently a Credentialed School Nurse or is working toward a School Nurse Credential. • Maintains all state requirements related to licensure and continued educational requirements. • Participates by membership in professional organization and participates in ongoing educational activities related to professional growth and education. • Attends professional conference at least once every two years and incorporates evidenced based research into practice. • Shares ideas with peers and incorporates into own practice.	[ ] Highly Effective [ ] Proficient [ ] Effective [ ] Developing [ ] *Professional Support Plan Needed [ ] Unsatisfactory/ Does Not Meet Standards
STANDARDS 10, 14, & 17: PROFESSIONALISM, QUALITY OF PRACTICE AND PROGRAM MANAGEMENT • Maintains appearance and demeanor that sets an appropriate example for students and the community. • Is dependable, punctual and reliable. • Can work independently to set time schedules, set priorities and set goals. • Completes tasks in a timely manner. • Follow directions and uses good judgment in making decisions related to the care of the student. • Demonstrates initiative and enthusiasm in the quality of works accomplished, Asks for assistance or clarification when needed. • Demonstrates computer skills district programs, utilizes Aeries, internet research and emails. • Demonstrates knowledge, competency and understanding of all phases of the school nurse role.	[ ] Highly Effective [ ] Proficient [ ] Effective [ ] Developing [ ] *Professional Support Plan Needed [ ] Unsatisfactory/ Does Not Meet Standards

STANDARD 11 AND 13: COMMUNICATION AND COLLABORATION ❑ Works in collaboration with peers, administration and staff. ❑ Is readily available by phone when on duty. ❑ Seeks continuous improvement of own communication and conflict resolution skills. ❑ Demonstrates proper respect when working with students, staff and parents. ❑ Demonstrates loyalty to supervisor, the organization and BUSD goals and mission. ❑ Acts as a liaison between the student, family, school and community.	[ ] Highly Effective [ ] Proficient [ ] Effective [ ] Developing [ ] *Professional Support Plan Needed [ ] Unsatisfactory/ Does Not Meet Standards
STANDARD 15 AND 16: RESOURCE UTILIZATION AND ENVIRONMENTAL HEALTH • Uses resources found within BUSD and within the community. Takes initiative to think beyond limitations. • Understands and follows BUSD Blood-borne Pathogen Exposure Control Plan. • Identifies areas of concerns regarding environmental health issues related to student and staff health. • Manages and reports communicable diseases following standards by country standards. • Understands immunizations laws, implementation and vaccine compliance.	[ ] Highly Effective [ ] Proficient [ ] Effective [ ] Developing [ ] *Professional Support Plan Needed [ ] Unsatisfactory/ Does Not Meet Standards

Commendations and Recommendations

Commendations:

Recommendations:

Professional Support Plan (Appendix G4):

NOT APPLICABLE____ *ATTACHED
*Requires explanation (SPSNP) to be addressed:

[___] (Nurse's initials) I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.

I understand that I have the right to submit a rebuttal that will be attached to this document.

Nurse's Signature: _____ Date: _____

Administrators' Signature:_____ Date: _____

Next Anticipated Evaluation School Year _____

TO BE COMPLETED NO LATER THAN THIRTY (30) DAYS BEFORE LAST SCHOOL DAY
Observation and Conference Report(s) must be attached

Original to Personnel File
Revised 2/25/19

Notice **BONITA UNIFIED SCHOOL DISTRICT**

_____*School*

TO:

FROM:

DATE:

SUBJECT: Return to Evaluation Cycle Notice

Pursuant to Article 4.2 of the BUSD and BUTA contract, you are being notified that you are being placed back on the evaluation cycle for the_____school year. Areas of improvement include:

Check all that apply

☐ **Engaging and Supporting All Students in Learning**

☐ **Creating and Maintaining Effective Environments for Student Learning**

☐ **Understanding and Organizing Subject Matter for Student learning**

☐ **Planning Instruction and Designing Learning Experiences for All Students**

☐ **Assessing Students for Learning**

☐ **Developing as a Professional Educator**

_____ _____

Principal **Date**

_____ _____

Certificated Employee **Date**

APPENDIX H

CLASS COVERAGE

(For Payment)

Date	Period	Teacher Needing Coverage	Teacher Covering Class	Reason (SL, PN, SB, etc.)	Account Number for Non-PN / Non-SL

Approved: Principal _____

Date _____

NOTE: 1) Send to the payroll department by the 15th of each month to insure payment at the end of each month.

BONITA UNIFIED SCHOOL DISTRICT

ACADEMIC SCHOOL CALENDAR

2026 - 2027

JULY				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
		1	2	**x** 3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

11 student days			13.5 teacher days	
AUGUST				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
3	4	5	6	7
10	11	**f** 12	**g** 13	**h** 14
# 17	18	19	20	21
24	25	26	27	28
31				

21 student days			21 teacher days	
SEPTEMBER				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
	1	2	3	4
* 7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

20 student days			22 teacher days	
OCTOBER				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
			1	**f** 2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	**a** 27	**a** 28	**aj** 29	**d** 30

15 student days			15 teacher days	
NOVEMBER				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
2	3	4	5	6
9	10	* 11	12	13
16	17	18	19	20
^ 23	^ 24	^ 25	* 26	**x** 27
30				

14 student days			14 teacher days	
DECEMBER				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
	1	2	3	4
7	8	9	10	11
14	15	16	**b** 17	**e** 18
^ 21	^ 22	^ 23	**x** 24	* 25
^ 28	^ 29	^ 30	**x** 31	

19 student days			19 teacher days	
JANUARY				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
				* 1
4	5	6	7	8
11	12	13	14	15
* 18	19	20	21	22
25	26	27	28	29

18 student days			18 teacher days	
FEBRUARY				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
1	2	3	4	5
* 8	9	10	11	12
* 15	16	17	18	19
22	23	24	25	26

19 student days			19 teacher days	
MARCH				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
1	**a** 2	**a** 3	**a** 4	**x** 5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
x 29	^ 30	^ 31		

20 student days			20 teacher days	
APRIL				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
			^ 1	^ 2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

20 student days			20 teacher days	
MAY				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
3	4	5	6	7
10	11	12	13	14
17	18	19	**i** 20	21
24	25	26	27	28
* 31				

3 student days			3 teacher days	
JUNE				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
	1	**bc** 2	**e** 3	4
7	8	9	10	11
14	15	16	17	**x** 18
21	22	23	24	25
28	29	30		

First day of school Aug. 17

Grades 6-12

First Quarter Ends	Oct. 9
Second Quarter Ends (semester)	Dec. 18
Third Quarter Ends	Mar. 19
Fourth Quarter Ends (semester)	June 3

Grades TK-5

First Trimester Ends	Nov. 13
Second Trimester Ends	Feb. 19
Third Trimester Ends	June 3

First day of school
***** Legal holiday
x Local paid recess
^ Local recess

a Minimum Day - TK-5 (Parent Conf)
b Minimum Day - Grades 9 - 12
c Minimum Day - Grades 6 - 8
d Parent Conf Grades TK - 12 (Student free)
e Minimum Day TK - 12
f Staff Development Day (All Certificated Staff)
g Teacher Work Day (No School) 1 day
h Teacher Work Day (No School) 1/2 day
i Floating Minimum Day - Grades 9-12 (date TBD)
j Minimum Day - Grades 6 -12 (Parent Conf.)

For future calendars, the intent is to start three weeks before Labor Day

The format of secondary level parent conferences will be a site based collaborative decision.

BONITA UNIFIED SCHOOL DISTRICT

ACADEMIC SCHOOL CALENDAR

2027 - 2028

JULY				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
			1	2
x 5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

12 student days			14.5 teacher days	
AUGUST				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
2	3	4	5	6
9	10	**f** 11	**g** 12	**h** 13
# 16	17	18	19	20
23	24	25	26	27
30	31			

21 student days			21 teacher days	
SEPTEMBER				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
		1	2	3
* 6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

19 student days			21 teacher days	
OCTOBER				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
				f 1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	**a** 26	**a** 27	**aj** 28	**d** 29

16 student days			16 teacher days	
NOVEMBER				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
1	2	3	4	5
8	9	10	* 11	12
15	16	17	18	19
^ 22	^ 23	^ 24	* 25	**x** 26
29	30			

13 student days			13 teacher days	
DECEMBER				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
		1	2	3
6	7	8	9	10
13	14	15	**b** 16	**e** 17
^ 20	^ 21	^ 22	**x** 23	**x** 24
^ 27	^ 28	^ 29	**x** 30	**x** 31

20 student days			20 teacher days	
JANUARY				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
3	4	5	6	7
10	11	12	13	14
* 17	18	19	20	21
24	25	26	27	28
31				

19 student days			19 teacher days	
FEBRUARY				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
	1	2	3	4
7	8	9	10	11
* 14	15	16	17	18
* 21	22	23	24	25
28	**a** 29			

22 student days			22 teacher days	
MARCH				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
		a 1	**a** 2	**x** 3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

15 student days			15 teacher days	
APRIL				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
x 3	^ 4	^ 5	^ 6	^ 7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

22 student days			22 teacher days	
MAY				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
1	2	3	4	5
8	9	10	11	12
15	16	17	**i** 18	19
22	23	24	25	26
* 29	30	**bc** 31		

1 student days			1 teacher days	
JUNE				
Mon	**Tues**	**Wed**	**Thur**	**Fri**
			e 1	2
5	6	7	8	9
12	13	14	15	16
* 19	20	21	22	23
26	27	28	29	30

First day of school Aug. 16

Grades 6-12

First Quarter Ends	Oct. 8
Second Quarter Ends (semester)	Dec. 17
Third Quarter Ends	Mar. 17
Fourth Quarter Ends (semester)	June 1

Grades TK-5

First Trimester Ends	Nov. 12
Second Trimester Ends	Feb. 18
Third Trimester Ends	June 1

First day of school
***** Legal holiday
x Local paid recess
^ Local recess

a Minimum Day - TK-5 (Parent Conf)
b Minimum Day - Grades 9 - 12
c Minimum Day - Grades 6 - 8
d Parent Conf Grades TK - 12 (Student free)
e Minimum Day TK - 12
f Staff Development Day (All Certificated Staff)
g Teacher Work Day (No School) 1 day
h Teacher Work Day (No School) 1/2 day
i Floating Minimum Day - Grades 9-12 (date TBD)
j Minimum Day - Grades 6 -12 (Parent Conf.)

For future calendars, the intent is to start three weeks before Labor Day

The format of secondary level parent conferences will be a site based collaborative decision.

BONITA UNIFIED SCHOOL DISTRICT

ACADEMIC SCHOOL CALENDAR

2028 - 2029

JULY				
Mon	Tues	Wed	Thur	Fri
3	* 4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

14 student days			16.5 teacher days	
AUGUST				
Mon	Tues	Wed	Thur	Fri
	1	2	3	4
7	8	f 9	g 10	h 11
# 14	15	16	17	18
21	22	23	24	25
28	29	30	31	

20 student days			20 teacher days	
SEPTEMBER				
Mon	Tues	Wed	Thur	Fri
				1
* 4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 student days			22 teacher days	
OCTOBER				
Mon	Tues	Wed	Thur	Fri
2	3	4	5	f 6
9	10	11	12	13
16	17	18	19	20
23	a 24	a 25	aj 26	d 27
30	31			

16 student days			16 teacher days	
NOVEMBER				
Mon	Tues	Wed	Thur	Fri
		1	2	3
6	7	8	9	* 10
13	14	15	16	17
^ 20	^ 21	^ 22	* 23	x 24
27	28	29	30	

16 student days			16 teacher days	
DECEMBER				
Mon	Tues	Wed	Thur	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	b 21	e 22
* 25	x 26	^ 27	^ 28	^ 29

17 student days			17 teacher days	
JANUARY				
Mon	Tues	Wed	Thur	Fri
* 1	x 2	^ 3	^ 4	^ 5
8	9	10	11	12
* 15	16	17	18	19
22	23	24	25	26
29	30	31		

18 student days			18 teacher days	
FEBRUARY				
Mon	Tues	Wed	Thur	Fri
			1	2
5	6	7	8	9
* 12	13	14	15	16
* 19	20	21	22	23
26	a 27	a 28		

21 student days			21 teacher days	
MARCH				
Mon	Tues	Wed	Thur	Fri
			a 1	x 2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

16 student days			16 teacher days	
APRIL				
Mon	Tues	Wed	Thur	Fri
x 2	^ 3	^ 4	^ 5	^ 6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

22 student days			22 teacher days	
MAY				
Mon	Tues	Wed	Thur	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	i 17	18
21	22	23	24	25
* 28	29	bc 30	e 31	

0 student days			0 teacher days	
JUNE				
Mon	Tues	Wed	Thur	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	* 19	20	21	22
25	26	27	28	29

First day of school Aug. 14

Grades 6-12

First Quarter Ends	Oct. 13
Second Quarter Ends (semester)	Dec. 22
Third Quarter Ends	Mar. 16
Fourth Quarter Ends (semester)	May 31

Grades TK-5

First Trimester Ends	Nov. 9
Second Trimester Ends	Feb. 16
Third Trimester Ends	May 31

First day of school
***** Legal holiday
x Local paid recess
^ Local recess

a Minimum Day - TK-5 (Parent Conf)
b Minimum Day - Grades 9 - 12
c Minimum Day - Grades 6 - 8
d Parent Conf Grades TK - 12 (Student free)
e Minimum Day TK - 12
f Staff Development Day (All Certificated Staff)
g Teacher Work Day (No School) 1 day
h Teacher Work Day (No School) 1/2 day
i Floating Minimum Day - Grades 9-12 (date TBD)
j Minimum Day - Grades 6 -12 (Parent Conf.)

For future calendars, the intent is to start three weeks before Labor Day

The format of secondary level parent conferences will be a site based collaborative decision.

BONITA UNIFIED SCHOOL DISTRICT

PERSONAL EQUIPMENT AUTHORIZATION

(Article 7.3.3)

I hereby request authorization to bring to school, for instructional purposes, the personal equipment listed below.

ITEM: ______________________________

MAKE, MODEL, SERIAL NO. ______________________________

PURCHASE PRICE: ______________________________

DATE OF PURCHASE: ______________________________

INCLUSIVE DATES EQUIPMENT WILL BE ON SCHOOL PREMISES:

____

______________ School	______________ Signature
______________ Room No.	______________ Date

- -

PRINCIPAL'S AUTHORIZATION

I hereby approve this request and certify that the equipment will be used for instructional purposes and that no similar District-owned equipment is available for use at this time.

____
Signature

____
Date

Original - Business Office
Copy 1 - Principal
Copy 2 - Unit Member

BONITA UNIFIED SCHOOL DISTRICT
GRIEVANCE ACTION FORM

LEVEL ONE - FORMAL WRITTEN GRIEVANCE Date Filed _____

TO: Immediate Administrator Follow timeline in 10.2.2.1 of the Agreement

Name of Grievant _____

_____ _____
Building Assignment

A. 1. Date and Time Alleged Violation Occurred _____

2. Contractual Section Allegedly Violated _____

3. Person Who Allegedly Violated Terms of Contract _____

B. Description of Grievance _____

_____

C. Specific Remedy(ies) Sought _____

_____

D. Description of How Employee Was Adversely Affected by Alleged Violation

_____

E. Date of Informal Conference with Immediate Administrator _____

F. Decision Rendered at Informal Level _____

_____
Signature (Grievant)

Original: Immediate Administrator
Copy: Grievant
BUTA (Grievance Chairperson)
CTA Consultant

BONITA UNIFIED SCHOOL DISTRICT
GRIEVANCE ACTION FORM

APPEAL – LEVEL TWO Date Filed _____

TO: Superintendent Follow timeline in 10.2.3.1 of the Agreement

Name of Grievant _____

_____ _____
Building Assignment

A. 1. Date and Time Alleged Violation Occurred _____
2. Contractual Section Allegedly Violated _____
3. Person Who Allegedly Violated Terms of Contract _____

B. Description of Grievance _____

_____

C. Specific Remedy(ies) Sought

_____

D. Description of How Employee Was Adversely Affected by Alleged Violation

_____

E. Reason for Appeal _____

_____

_____

☐ Attach - Grievance Action Form - K

☐ Attach - Response Form for Grievance – K2

_____ or _____
Signature (Grievant) Grievance Chairperson - BUTA

Original: Immediate Administrator
Copy: Grievant
BUTA (Grievance Chairperson)
CTA Consultant

BONITA UNIFIED SCHOOL DISTRICT

RESPONSE FORM FOR GRIEVANCE - LEVEL ONE_____LEVEL TWO _____

Name of Grievant _____

Date Grievance Filed at Level One_____ At Level Two _____
Contractual Section Allegedly Violated _____

Response to Grievant

_____

_____

_____

_____

_____

_____

_____

Submitted by _____

This is to certify that I have personally delivered this response to_____on

_____, 20____, at_____a.m. /p.m. at_____(location).

_____

Signature _____

This is to certify that I have received this response on_____, 20_____, at

_____a.m. /p.m. at_____(location).

_____
Signature of Grievant

Original: Grievant
Copy: Administrator
BUTA (Grievance Chairperson)

CERTIFICATED EMPLOYEES

NOTICE OF INTENTION

Board of Education
Bonita Unified School District
115 West Allen Avenue
San Dimas, CA 91773

Members of the Board:

I hereby notify you pursuant to Education Code Section 44842, that it is my intention:

_____to remain

(check one)

_____not to remain

in the service of the Bonita Unified School District during the_____school year. I understand that my place on the salary schedule will be in accordance with the requirements stated on the Unit Members respective Salary Schedule.

_____
Signature

_____
Date

Print

SUSPECTED CHILD ABUSE REPORT

Reset Form

To Be Completed by **Mandated Child Abuse Reporters**
Pursuant to Penal Code Section 11166

PLEASE PRINT OR TYPE

CASE NAME: _____

CASE NUMBER: _____

A. REPORTING PARTY

NAME OF MANDATED REPORTER	TITLE	MANDATED REPORTER CATEGORY
REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS — Street / City / Zip		DID MANDATED REPORTER WITNESS THE INCIDENT? ☐ YES ☐ NO
REPORTER'S TELEPHONE (DAYTIME) ( )	SIGNATURE	TODAY'S DATE

B. REPORT NOTIFICATION

☐ LAW ENFORCEMENT ☐ COUNTY PROBATION ☐ COUNTY WELFARE / CPS (Child Protective Services) — AGENCY

ADDRESS — Street / City / Zip	DATE/TIME OF PHONE CALL
OFFICIAL CONTACTED - TITLE	TELEPHONE ( )

C. VICTIM
One report per victim

NAME (LAST, FIRST, MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS — Street / City / Zip		TELEPHONE ( )	
PRESENT LOCATION OF VICTIM	SCHOOL	CLASS	GRADE

PHYSICALLY DISABLED? ☐ YES ☐ NO	DEVELOPMENTALLY DISABLED? ☐ YES ☐ NO	OTHER DISABILITY (SPECIFY)	PRIMARY LANGUAGE SPOKEN IN HOME
IN FOSTER CARE? ☐ YES ☐ NO	IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: ☐ DAY CARE ☐ CHILD CARE CENTER ☐ FOSTER FAMILY HOME ☐ FAMILY FRIEND ☐ GROUP HOME OR INSTITUTION ☐ RELATIVE'S HOME		TYPE OF ABUSE *(CHECK ONE OR MORE)* ☐ PHYSICAL ☐ MENTAL ☐ SEXUAL ☐ NEGLECT ☐ OTHER (SPECIFY)
RELATIONSHIP TO SUSPECT	PHOTOS TAKEN? ☐ YES ☐ NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? ☐ YES ☐ NO ☐ UNK

D. INVOLVED PARTIES

VICTIM'S SIBLINGS

NAME	BIRTHDATE	SEX	ETHNICITY	NAME	BIRTHDATE	SEX	ETHNICITY
1.				3.			
2.				4.			

VICTIM'S PARENTS/GUARDIANS

NAME (LAST, FIRST, MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS — Street / City / Zip	HOME PHONE ( )	BUSINESS PHONE ( )	
NAME (LAST, FIRST, MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS — Street / City / Zip	HOME PHONE ( )	BUSINESS PHONE ( )	

SUSPECT

SUSPECT'S NAME (LAST, FIRST, MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS — Street / City / Zip	TELEPHONE ( )		
OTHER RELEVANT INFORMATION			

E. INCIDENT INFORMATION

IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX ☐ *IF MULTIPLE VICTIMS, INDICATE NUMBER:* _____

DATE / TIME OF INCIDENT	PLACE OF INCIDENT

NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incidents involving the victim(s) or suspect)

SS 8572 (Rev. 12/02)

DEFINITIONS AND INSTRUCTIONS ON REVERSE

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was determined not to be unfounded.

WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probation Department; GREEN COPY- District Attorney's Office; YELLOW COPY-Reporting Party

STATEMENT OF CHILD CARE CUSTODIAN
PURSUANT TO PENAL CODE SECTION 11166

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

"Child care custodian" includes teachers, administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school; administrators of a public or private day camp; licensed day care workers, administrators of community care facilities licensed to care for children; Headstart teachers; licensing workers or licensing evaluators; public assistance workers; employees of a child care institution including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities; and social workers or probation officers.

"Medical practitioner" includes physicians and surgeons, psychiatrists, psychologists, dentists, residents, interns, podiatrists, chiropractors, licensed nurses, dental hygienists, or any other person who is licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.
"Nonmedical practitioner" includes state or county public health employees who treat minors for venereal disease or any other condition; coroners; paramedics; marriage, family or child counselors; and religious practitioners who diagnose, examine, or treat children.

I certify that I have read the above statement, that I have knowledge of the provisions of the Penal Code Section 11166 and that I will comply with its provisions. In addition, I have received a copy of the Board Policy--Suspected Child Abuse/Neglect--Administrative Regulations.

Signature _____ Date _____

BONITA UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES DEVELOPMENT

NOTICE OF INTENT TO COMPLETE COLUMN MOVE REQUIREMENTS

NOTE:

1. Your file will not be checked at this time to verify the number of units you need for a column move. If you need assistance to verify the number of units required for a column move, please contact Human Resources Development.

2. Please check with Human Resources Development to confirm that verification of completed coursework has been received. Human Resources Development will process your column move. After checking your pay warrant to be sure it reflects your column move, if you have any questions call Human Resources Development.

3. In general, the selection of courses is left to the professional judgment of the employee; however, the coursework must reasonably relate to the employee's current or anticipated teaching assignment. Courses must be upper division and employees must obtain a "B" or better grade in each course. If you have questions prior to enrolling in any course, please feel free to check with the Office of Human Resources Development prior to enrollment.

___ I plan to move from Column _____ to Column _____ of the salary schedule.

___ Number of completed _____ semester units of college or university work.

___ Completion of a (type of degree) _____degree.

Increases at the higher column rate will be granted only if the following requirements are met:

An employee who qualifies for column movement and submits proper documentation (official sealed transcripts) by the 15th of the month will receive the salary increase in the current pay period. If proper documentation is received after the 15th of the month, the salary increase will occur in the subsequent pay period.

Name:_____ Date: _____

Signature: _____

DESIGNATION OF PHYSICIAN

EMPLOYEE _____

DATE _____

This is to advise that in case of an "on the job" injury I wish to be treated by my personal physician, who is listed below.

Signed _____

PHYSICIAN'S NAME _____

ADDRESS _____

CITY _____ STATE _____

PHONE _____

TO BE SIGNED BELOW BY DESIGNATED PHYSICIAN:

This will acknowledge that I have treated the above employee in the past and retain that person's medical records. Furthermore, I agree to provide necessary medical treatment to this employee for any Worker's Compensation Injury and will abide by the rules and regulations governing Workers' Compensation, as adopted by the Administrative Director on October 26, 1977 (Sections 9785 and 9790).

Signed _____

Date _____

(TO BE RETURNED TO DISTRICT)

BONITA UNIFIED SCHOOL DISTRICT

Date: _____

Re: Jury Duty

Employee: _____ Report date: _____

To Court System:

Classroom Teachers absent from their students during this time of the year would be a major disruption to the educational process. Teachers are available to serve on jury duty without disruption mid-December and at any time during the summer recess. However, if required to serve, teachers will be provided paid leave for Jury Duty service.

We respectfully request Jury Duty be postponed.

Sincerely,

Kevin Lee, Ed.D.
Assistant Superintendent, Human Resources

IRREVOCABLE
DONATION OF
ELIGIBLE LEAVE CREDITS

I elect to donate ____hours of my accumulated sick (minimum of 7 1/4 hours/1 day)

leave to_____.
(print employee's name)

I UNDERSTAND AND AGREE THAT MY DONATION IS IRREVOCABLE.

(Please print name)

Signature _____ Date

_____ _____

BONITA UNIFIED SCHOOL DISTRICT **APPENDIX S**

CLASS SIZE RELIEF COMPENSATION

School _____

Name _____

Month _____

Check Appropriate Reason for Payment:

- Students beyond 35 (Secondary) ☐
- Students beyond 201 (Caseload) ☐
- Students beyond 275 (Music) ☐
- Students beyond 70 (PE) (Elementary) ☐
- Students beyond 55 (PE) (Secondary) ☐
- Students beyond 25 (K-3) (Mainstream) ☐
- Students beyond 34 (4-5) (Mainstream) ☐
- Students beyond 34 (Elementary) ☐

		Monday	Tuesday	Wednesday	Thursday	Friday	Weekly Total
1st Week							
	# of Stu.						
	(6-12) x $5						
	(4-5) x $25						
2nd Week							
	# of Stu.						
	(6-12) x $5						
	(4-5) x $25						
3rd Week							
	# of Stu.						
	(6-12) x $5						
	(4-5) x $25						
4th Week							
	# of Stu.						
	(6-12) x $5						
	(4-5) x $25						
5th Week							
	# of Stu.						
	(6-12) x $5						
	(4-5) x $25						
						TOTAL	

Teacher _____ **Principal** _____

Asst. Supt. HRD _____ **Asst. Supt. BUS** _____

RETURN TO THE HUMAN RESOURCE OFFICE BY THE END OF EACH MONTH

APPENDIX S1

BONITA UNIFIED SCHOOL DISTRICT
MAINSTREAMING AND CO-TEACHING CLASS SIZE RELIEF COMPENSATION

School _____
Name _____
Month

Check Appropriate Reason for Payment:
Students beyond 25 (K-3) (Mainstream) ☐
Students beyond 34 (4-5) (Mainstream) ☐
Students beyond 28 (Secondary) (Co-Teach) ☐

		Monday	Tuesday	Wednesday	Thursday	Friday	Weekly Total
1st Week							
	# of Stu.						
	# of hours						
	x $5						
2nd Week							
	# of Stu.						
	# of hours						
	x $5						
3rd Week							
	# of Stu.						
	# of hours						
	x $5						
4th Week							
	# of Stu.						
	# of hours						
	x $5						
5th Week							
	# of Stu.						
	# of hours						
	x $5						
						TOTAL	

Teacher _____ **Principal** _____

Asst. Supt. HRD _____ **Asst. Supt. BUS** _____

RETURN TO THE HUMAN RESOURCE OFFICE BY THE END OF EACH MONTH

7/01/24

BONITA UNIFIED SCHOOL DISTRICT

COMBINATION CLASS STIPEND FORM

Article 2.8.2 Elementary school classroom teachers assigned TK-5 combination classes shall be paid a $150 per month stipend. These teachers may exchange this stipend money for equivalent instructional aide time on an annual basis.

In compliance with this agreement between the Bonita Unified School District and the Bonita Unified Teachers Association, as a combination class teacher, you qualify for the monthly stipend. This stipend will be paid from August through June of the school year. You may elect this stipend payment or you may elect to convert it into money to pay for instructional aide time. Please indicate your selection:

☐ Stipend Selection

☐ Stipend to be converted to instructional aide time

Name: _____

Grade Levels: _____

ELEMENTARY IN-STAFF SUBSTITUTE ASSIGNMENT
(Article 6.4.5.2)

Date: _____

Teacher: _____

 # Of Students Assigned: _____

- ❑ **Full Day**
- ❑ **Half Day**

 # Of Hours (less than half day) _____

_____ _____

Teacher Signature **Principal Signature**

BONITA UNIFIED SCHOOL DISTRICT

JOB SHARE PACKET

PERMANENT TO TEMPORARY TEACHER
INCLUDES:
JOB SHARE APPLICATION
ARTICLE 21

Bonita Unified School District
Certificated Employees

Job Share Application Checklist and Timeline

Teachers applying to share a position must jointly complete all three sections of the application.

Part I

_____Job Share Application

Part II

_____A. Job Share Plan
_____B. Job Share Calendar—create and attach it to Part II
_____C. Leave of Absence form-complete and attach it to Part II

Part III

_____Make a copy for your personal records

Timeline:

April 7: Deadline to submit job share applications to site principal to review their proposal.

April 14: Job Share Application Deadline: Written proposal due to the Assistant Superintendent, Human Resources Development.

April 22: Assistant Superintendent notifies employees of the status of their proposal. Employees whose request has been denied shall receive the reasons in writing.

April 29: Teachers who have had their proposals denied address the concerns provided by the Assistant Superintendent and re-submit their proposal.

At the Next Regularly Scheduled Board Meeting: Board approves job share proposals.

Bonita Unified School District

Job Share Application

Certificated employees who wish to be considered for a job share are required to jointly submit a written application and proposal.

Part I. Request to Job Share

JOB SHARE PARTNER #1 – PERMANENT

Name: _____ Date: _____

Employment Status

_____Permanent teacher with current satisfactory evaluation (required)

Current Assignment

School: _____ Grade Level: _____ Years in current assignment: _____

Requested Assignment

School: _____

Grade level: _____ FTE percentage: _____%

Upon dissolution, job share partner #1 will be considered the permanent teacher in this position.

JOB SHARE PARTNER #2 - TEMPORARY

Name: _____ Date: _____

Employment Status

_____Permanent teacher with current satisfactory evaluation (required)

_____Other (please specify)_____

Current Assignment

School: _____ Grade Level: _____ Years in current assignment: _____

Requested Assignment

School: _____

Grade level:_____ FTE percentage: _____%

Upon dissolution, job share partner #2 will not be considered the permanent teacher in this position.

Part II. Job Share Proposal/Plan (Attach Calendar & Leave of Absence form)

Both job share partners are required to attend the following days as part of their job share assignment:

2.5 student free days at the beginning of the school year	Initial	Initial
First day of school	Initial	Initial
Two District staff development days	Initial	Initial
Last day of school	Initial	Initial
Back-to-School Night and Open House	Initial	Initial

A. Describe your plans for job sharing and how your job share will function. Address the following in your description:

Instruction and lesson planning:

Developing report cards and student records:

Discipline/classroom management plan:

How communication between partners will be handled:

We have read the attached BUTA/BUSD Contract Article 21 and agree to abide by our job share proposal.

Signature Teacher #1: _____ Date: _____

Signature Teacher #2: _____ Date: _____

Submit a copy of this completed form to your principal by 4:00 p.m. on April 19. Once approved by the site administrator, the proposal is due to Human Resources by 4:00 p.m. on April 26.

Principal Signature: _____ Date: _____

Asst. Supt. - HRD Signature: _____ Date: _____

Part-Time Teacher Agreement for Secondary Schools

_____ _____
Teacher Name (Please Print) Current School

To be eligible for this agreement, the certificated teacher listed above must be a permanent employee within the Bonita USD.

This agreement is a □ NEW □ RENEWAL for the upcoming, _____, School Year.

The teacher listed above will reduce from full-time to part time as indicated below.

□	80% -- reducing from 7.25 contract hours to 5.8 hours, daily.	
□	60% -- reducing from 7.25 contract hours to 4.35 hours, daily.	
□	40% -- reducing from 7.25 contract hours to 2.9 hours, daily.	
□	20% -- reducing from 7.25 contract hours to 1.45 hours, daily.	

The master schedule, driven by student needs, will be the primary factor in consideration for the part-time teacher's working hours. If approved, once the master schedule has been set, the teacher and school administration will collaborate to set the working hours.

Every effort will be made to schedule the working hours, so teachers can attend meetings outside of classroom instruction time (Examples: IEP, 504, SST, staff, department, and curriculum meetings). When possible, the teacher can attend meetings via online video conferencing from an offsite location, provided it is in a professional environment with a stable internet connection. Compact Days may require an adjustment in working hours; these hours will also be set before the start of the school year, in collaboration between the teacher and school administration.

Teachers who are employed in part-time status are required to attend the following days in their entirety as part of their employment:

The 2.5 student-free days at the beginning of the school year. _____
Initial

The 2 district scheduled staff development days (typically in Oct and March) _____
Initial

The Back-to-School Night and the Open House Night _____
Initial

Part-Time teachers are required to schedule conferences in the percentage equal to their part-time status. For example, if a full-time teacher at a school site has 30 conference slots, a 60% teacher would have 18 conference slots.

Compensation and salary increment credit for the part-time teacher will follow the guidelines detailed in Article 21.3 of the BUTA/BUSD Contract.

I have read the attached BUTA/BUSD Contract Article 21.3 and agree to abide by the part-time employment agreement detailed above.

_____	_____	_____
Teacher Signature	School	Date

Submit a copy of this completed form and request for Leave of Absence to your principal by March 1. The principal notifies the employees of the status of their proposal by May 3. Employees whose request has been denied shall receive the reasons in writing.

_____	_____	_____
Principal	School	Date

_____	_____
Assistant Superintendent	Date

THIS AGREEMENT WAS APPROVED BY THE BOARD OF EDUCATION OF THE BONITA UNIFIED SCHOOL DISTRICT ON 9/2/2026 **AND RATIFIED BY THE MEMBERS OF THE BONITA UNIFIED TEACHERS ASSOCIATION ON** 08/27/2026.

Date: 10/8/2026

BONITA UNIFIED SCHOOL DISTRICT

By: Kendra Peterson
Kendra Peterson (Oct 8, 2026 14:52:15 PDT)
For Bonita Unified School District

Date: 10/08/2026

BONITA UNIFIED TEACHERS ASSOCIATION

By:
Paul Kim (Oct 8, 2026 14:33:41 PDT)
For Bonita Unified Teachers Association