

**AGREEMENT BETWEEN**  
**BLUE LAKE UNION ELEMENTARY SCHOOL DISTRICT**  
**AND**  
**BLUE LAKE UNION ELEMENTARY SCHOOL TEACHERS/**  
**B.L.U.E.S.T.**



**July 1, 2018 - June 30, 2020**

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## ARTICLE 1 - RECOGNITION

- A. The District recognizes the Blue Lake Union Elementary School Teachers (“B.L.U.E.S.T.”) as the exclusive representative for employees in the Certificated Unit.
- B. The certificated employee unit will include: Regular full-time, part-time, categorical, special education teachers, and temporary teachers.
- C. This Agreement applies only to employees in the above described representation unit.
- D. The unit shall not include psychologists, counselors, speech language therapists, or certificated administrators.

## ARTICLE 2 - TERM, REOPENERS, & NEGOTIATIONS

- A. The Master Contract will have a term that runs from ratification to June 30, 2019.
- B. For the 2018-19 school year, parties may open on the article related to salaries, the article related to benefits and up to two articles for each party.
- C. Dates for negotiations shall be arranged by mutual agreement and shall commence after parties have “sunshined” their respective initial proposals. During 2018-19 reopeners, the District will provide paid release time for negotiations for up to two (2) unit members.
- D. Pursuant to the March 1, 2017 tentative agreement, negotiations for 2017-18 are closed.

### ARTICLE 3 - ZIPPER CLAUSE

- A. Upon ratification by both parties of a tentative agreement addressing reopeners or the master contract, the parties agree and acknowledge that bargaining on the contract is closed for the applicable term unless mutually agreed otherwise.
- B. The provisions of this Contract shall not be amended, modified, suspended or deleted without the signed written agreement of both parties unless otherwise provided by law or the terms of this agreement.
- C. In the event that a change in law invalidates a provision of this contract, the parties will meet to review the implications and either party may request negotiations as applicable to the situation.

#### ARTICLE 4 - DISTRICT RIGHTS

- A. All District's rights and functions, including its power and authority to direct, manage, and control the operation of this District, shall remain vested with the District except as specifically and expressly abridged or modified by this Agreement.
- B. In the event of an emergency/disaster or conditions of peril, the District shall have the right and duty to implement the terms of Government Code Sections 3100-3109 inclusive. As such, unit members, as disaster service workers, may be required and shall undertake duties and responsibilities contrary to the terms of this Agreement or not addressed in this Agreement.

## ARTICLE 5 - EMPLOYEE RIGHTS

A. Employees shall have the right to become members of and participate in legitimate activities of employee organizations. Conversely, employees shall have the right not to become members of, nor participate in, such organizational activities.

### B. Agency Shop - Professional Dues and Payroll

1. Any unit member who is a member of the B.L.U.E.S.T/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 assessment of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit members, each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the year.
2. Effective July 1, 2017, any unit member who is not a member of B.L.U.E.S.T/CTA/NEA or who does not make application for membership within thirty (30) days of effective date of this Agreement or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay the Association a fee in an amount equal to unified dues, initiation fees, and general assessments, payable in one lump sum cash payment or payment consistent with the payroll provisions of Paragraph (B)(1) above. In the event that a unit member shall not pay such fees directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Ed. Code Section 45061, and in the same manner as set forth in Paragraph #1 above, set forth in this article. There shall be no charge to the Association for such mandatory Agency Fee deductions.
3. Unit Members Having Religious or Philosophical Objections to Joining B.L.U.E.S.T/CTA/NEA.
  - a. Any unit member who has philosophical objections or 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 financial support the B.L.U.E.S.T/CTA/NEA; except that such unit member shall pay in lieu of a service fee a sum equal to such service fee to one of the following non-religious, non-labor organizations or charitable funds exempted from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
    1. The Blue Lake Educational Foundation
    2. The Blue Lake Community Resource Center
    3. Rising Stars –Decade of Difference/Humboldt County Office of Education

#### 4. Sequoia Humane Society

Such payment shall be made on the same day as cash dues fee of each school year.

- b. Proof of payment and written objection shall be presented to the Association President, pursuant to Paragraphs 1 and 2 above. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of service fee has been made. The Association shall have the right of inspection in order to review proof of payment.
  - c. Any unit member making payments as set forth in Paragraphs 3a and 3b above, and who requests the grievance or arbitration provisions of this Agreement in his/her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.
  - d. Such unit members shall forgo the right to participate in any Association activities.
- 4. With respect to all sums deducted by the District pursuant to Paragraphs 1 and 2 above, whether for membership dues or agency fee, the District agrees to promptly remit such sums to the Association, and indicating any changes in personnel on the list previously furnished.
  - 5. The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.
  - 6. In the event there is a challenge of this article by any individual, group, or entity other than the District, the Association shall be notified and shall take full responsibility for the defense, compromise, trial, settlement, and/or appeal of such action. The Association is responsible for all attorney fees, costs, and indemnification of the District.



## ARTICLE 6 - SAFETY

Safety is a shared responsibility. All parties have a duty to work together to address safety issues in a constructive and effective manner. It is the District's responsibility in accordance with applicable state and federal law to provide a safe working environment for the staff. It is the responsibility of staff to work in a safe manner and to inform administration of concerns in a timely manner. If a teacher has a safety concern, the first step is to bring the issue to the immediate attention of the Superintendent/Principal. The Superintendent/Principal will acknowledge receipt of the concern and indicate how the matter will be addressed.

## ARTICLE 7 - EVALUATION

### I. Probationary Teachers

- A. Probationary teachers shall be evaluated every year.
- B. The evaluation shall include two (2) formal observations of at least thirty (30) minutes each. One (1) of the formal observations will be pre-scheduled with the unit member, and will include a pre-observation conference between the unit member and the evaluator.
- C. Each formal observation shall be followed by a conference within ten (10) work days of the evaluation.
- D. The evaluation process also includes informal observations.
- E. Observations will be documented using the District form.

### II. Temporary Teachers

- A. Temporary teachers shall be evaluated every year for the first two (2) years of ongoing employment with the District. Upon reemployment for the third year, the temporary teacher shall be evaluated in the third or fourth year, and thereafter at least every other year.
- B. The evaluation shall include two (2) formal observations during each of the first two (2) years of ongoing employment with the District. The formal observations shall be at least thirty (30) minutes each.
- C. One (1) of the formal observations will be pre-scheduled with the unit member, and will include a pre-observation conference between the unit member and the evaluator.
- D. Each formal observation shall be followed by a conference within ten (10) work days of the evaluation.
- E. The evaluation process also includes informal observations.
- F. Observations will be documented using the District form.

### III. Permanent Teachers

- A. Permanent teachers shall be evaluated at least every other year.
- B. The evaluation shall include at least two (2) formal observations of at least thirty (30) minutes each.

- C. At least one (1) of the formal observations shall be pre-scheduled with the unit member and there shall be a pre-conference.
- D. Each formal evaluation shall be followed by a conference within ten (10) work days of the evaluation.
- E. The evaluation process also includes informal observations.
- F. Observations will be documented using the District form.
- G. A permanent unit member may be eligible to be evaluated every five (5) years provided the unit member meets the requirements set forth in Education Code section 44664.

#### IV. Goal Process

- A. The unit member shall participate in a goal-setting process on an annual basis, notwithstanding the evaluation cycle.
- B. The unit member shall select two (2) goals per year and the Superintendent/Principal may add up to one (1) additional goal.
- C. The goals must be submitted by the unit member to the District on the District form by October 15 of the school year in which the unit member will be working toward the goals.
- D. The goals will be discussed with the Superintendent/Principal in a meeting prior to October 15. If the Superintendent/Principal chooses to add one (1) additional goal, it will be identified and discussed with the unit member prior to October 31.

#### V. Summary Evaluation Indicates Unsatisfactory Performance

- A. In the event of a summary evaluation that indicates unsatisfactory performance, the evaluator/District will provide assistance to the unit member with regard to the cited areas of concern. The assistance may include but is not limited to the following as applicable to the need:
  - 1. Specific recommendations for improvement;
  - 2. Direct assistance to implement such recommendations;
  - 3. As necessary, the provision of additional resources to be utilized to assist with improvement;
  - 4. Indication of how improvement will be assessed and/or measured;
  - 5. Time schedule for monitoring improvement; and
  - 6. Feedback from unit member as to assistance needed.

VI. Final Evaluation and Right to Response

- A. In preparing the final evaluation for placement in the unit member's personnel file, the evaluator shall rely primarily on information and data collected through observation – both formal (as part of evaluation process) and informal – of the unit member, meetings, conferences, and correspondence.
  - B. Unit members shall have the right to file a response to a final evaluation within 15 days. Such response shall be attached to the final evaluation and included in the unit member's personnel file. Days are days that the District office is open.
- VII. Approved Forms for the Evaluation process are included in Appendix A.

## ARTICLE 8 - LEAVES

### I. Sick Leave

- A. Ten (10) days of sick leave each year of full time service will be awarded. Unused sick leave shall be accruable from year-to-year in accordance with Education Code.

### II. Personal Necessity Leave

- A. In any school year, up to ten (10) days of leave of accrued sick leave may be used by the employee, for personal necessity as follows:
  - 1. Accident or serious illness involving his/her person or the person of a member of his/her immediate family;
  - 2. Personal property emergencies such as flood, fire, theft or disaster to the property of the employee or his/her spouse; or
  - 3. Personal legal matters such as appearance in court as a litigant or a subpoenaed witness.
  - 4. Other matters that an employee cannot reasonably be expected to disregard, that require immediate attention and that cannot be taken care of after work hours or on non-work days.
  - 5. Personal Necessity is not for vacation purposes and shall not be used in conjunction with breaks, or to extend weekends or holiday periods.
- B. In any school year, the District provides up to two (2) days of personal leave/floaters and this may be used by the employee for other personal reasons. No more than one of these days may be adjacent to a holiday or break period and must be requested at least 10 work days in advance. However, in the event of an unusual special occasion – such as a graduation, wedding or family reunion that requires long distance travel, the unit member may make a request to use both floaters adjacent to a holiday or break period. These days must be requested in writing in advance and may be denied because of staffing constraints. Approved leaves shall not be rescinded. Such days shall not be used on in-service days and shall not be carried over to the next school year.
- C. It is our goal to allow our employees to take care of personal needs and obligations with these days. Days beyond the scope of these guidelines shall be taken as non-paid days.
  - 1. Prior written approval shall be secured for requests for leave except in the case of accident or emergencies. The approval shall be requested through

the Superintendent/Principal at least five working days before the intended time of absence. The employee shall be notified in writing within two working days whether the request is approved or denied.

2. If circumstances beyond the employee's control make such five (5) day notification impossible, then the employee shall notify the Superintendent/Principal as soon as possible.

## ARTICLE 9 - GRIEVANCES

### A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems which may from time to time arise affecting the application of the Agreement. It is our goal to settle all disputes at the lowest level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### B. Definitions

1. A “grievance” is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
2. A “grievant” is an employee or employees of the District covered by the terms of this contract. A grievant may also be the Association.
3. A “day” is a teacher work day.

### C. Time Limits

1. Time limits provided for at each level shall begin the day following receipt of the grievance, appeal or written decision.
2. Since it is important that grievances be resolved as rapidly as possible, the time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. Failure to follow the specified timelines renders the grievance invalid and it shall not be processed further.

### D. Procedure

#### 1. Level 1 – Informal

- a. Within 20 days after the occurrence giving rise to the grievance, the grievant must meet with the Superintendent/Principal regarding their concerns. During the meeting, the grievant shall identify the alleged contract term in question and their concerns. The parties shall discuss possible ways to address the concerns. Both parties may take up to five (5) days to consider the discussion and possible resolutions. If agreement is reached, then it shall be confirmed in writing and the matter will be closed. If there is no resolution within five (5) days of the meeting, then the grievant may proceed to Level 2.

## 2. Level 2 – Formal

- a. Within ten (10) days after the meeting at the informal level the grievant must present his/her grievance, in writing, on the grievance form provided by the District, to the Superintendent/Principal. This statement shall be a clear, concise statement of the grievance, the specific section of the contract violated, the circumstances involved, and the specific remedy sought. At the request of either party, the grievant and the Superintendent/Principal shall meet to discuss the formal grievance and to review the facts. The Superintendent/Principal will communicate his/her decision in writing within fifteen (15) days after receiving the grievance or within ten (10) days of the meeting referenced above – whichever is later. If the grievant is not satisfied with the disposition, or receives none within ten days, the grievance may be appealed to Level 3.

## 3. Level 3

- a. If, after reviewing the Superintendent/Principal's decision, the matter is not resolved to the satisfaction of the grievant, the grievant may, within ten (10) days after receiving the Superintendent/Principal's report or due date for such, request that the matter be referred to the Board of Trustees.
- b. If the grievant has chosen to represent him/herself without involvement of the Association, the grievant will submit a copy of the Appeal and the grievance to the Association president before the Board may consider the Appeal. The Association may submit a response or statement to the grievance directly to the Board in writing within ten (10) days. The Superintendent/Principal may also submit a statement.
- c. Upon receipt of the appeal, together with the documents presented at the lower levels of the grievance, and response/statements if any, from the Association and Superintendent/Principal, the Board of Trustees shall consider the grievance. The Board shall, within 35 calendar days, conduct a hearing at which the parties (grievant and the Superintendent/Principal) may present evidence regarding the alleged violation and respective positions. Within five (5) days following this hearing, the decision will be given in writing with the reasons therefore, to the grievant and Superintendent/Principal. If the Association has presented a position contrary to the position of the grievant, the Association, at its option, may participate in the Board level hearing. If the Association has not participated in the grievance and does not represent the grievant, the Board's decision shall not become binding precedent. If the Association has not been directly involved in the grievance a copy of the decision will be sent to the Association President.



- d. Until the final disposition of the grievance is accomplished, the grievant is required to conform to the original direction of his/her supervisor unless the parties agree otherwise.
- e. If the Board, following due consideration of a Level 3 grievance, rules in favor of the grievant, the specific remedy directed by the Board shall be enacted as soon as practical or as directed by the Board.

#### E. Rights of Representation

A teacher may be represented in all stages of the grievance procedure at their own expense by himself/herself, or at his/her option, by a representative of his/her choice.

#### F. No Reprisals

No reprisal of any kind will be taken by the grievant or any unit member, Association, Superintendent/Principal or by any member or representative of the administration or the Board against any aggrieved party, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

#### G. Miscellaneous

- 1. The Association, either in its own behalf or in behalf of the affected teachers, may initiate a grievance which affects more than one teacher.
- 2. The grievant and any necessary witnesses shall be granted release time as applicable to attend any meetings required by these grievance procedures.
- 3. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 4. A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as such adjustment is not inconsistent with terms of the written agreement. Copies of the decisions of these grievances will be sent to the Association President.

## ARTICLE 10 - HEALTH & WELFARE BENEFITS

- A. The District provides an annual contribution toward unit member's health and welfare benefits, including medical, dental, and vision coverage. The annual contribution is per 1.0 FTE and is prorated for unit members who work less than full time.
- B. The District's benefit contribution is \$9,305.00 per year for each 1.0 FTE unit member.
- C. Effective January 1, 2017, the District's benefit contribution will increase to \$11,500 per year for a 1.0 FTE unit member.
- D. Beginning July 1, 2017, the District's benefit contribution will increase to \$12,500 per year for a 1.0 FTE unit member.
- E. Unit members may select from any of the medical plans offered by NCSMIG.

## ARTICLE 11 - SALARY AND WAGES

- A. Advancement on the salary schedule will be one step for each year of full time service within the District. "Full time service" is defined as a teacher employed for a period of not less than 75% of the number of days school is in session in any single school year.
  - 1. Upon initial employment, the maximum step placement shall be Step 3, signifying three (3) years or more of previous teaching experience.
- B. Column advancement will occur once a teacher has accrued the requisite number of units as indicated for the particular column. Advancement is limited to one (1) column movement per year. All units noted are semester units or their equivalent in "District units."
- C. Effective July 1, 2016, the salary schedule will be retroactively increased 0.5%. Retroactive payments will be made to unit members no later than April 30, 2017.
- D. Effective July 1, 2017, the salary schedule will be increased 0.5%.
- E. For 2016-17, Unit members will receive a one-time off-schedule payment of \$800 per 1.0 FTE, to be paid on or before June 30, 2017. This payment shall be pro-rated for part-time employment.

## ARTICLE 12 - OTHER BENEFITS & RESPONSIBILITIES

- A. The certificated work year, effective July 1, 2017, is 185 days, subject to the conditions set forth in this Article. This includes the two (2) days for staff development provided for in Paragraph C below.
- B. Certificated staff will log 28 hours beyond their contracted days and hours between July 1 and June 30 annually particularly focused on, but not limited to: economically disadvantaged students, English language learners, homeless students, and foster youth, and those requiring an Individualized Education Plan or a Section 504 Plan.

By October 1 of each year, the unit member shall submit a schedule to the Superintendent/Principal of planned after school tutoring time for students.

- 1. The unit member will inform parents in writing of the tutoring opportunities and schedule.
  - 2. The subject matter focus will be determined by data resulting from student assessment and teacher observation.
  - 3. Tutoring time will be at least 30 minutes in length and is to be implemented so that students can receive assistance after class throughout the school year on core subject matter.
  - 4. Tutoring can be for individual students or small group, depending on the needs of the students.
  - 5. Such tutoring may begin shortly after the end of the school day but prior to the standard end of the teacher workday to accommodate student schedules – but such must be preapproved by the Superintendent/Principal. In such event, it is understood that the teacher contracted workday will be extended to accommodate the tutoring time which is to occur outside of contracted hours and days.
  - 6. A tutoring schedule may also be set up for early evening and be for parents and students.
  - 7. In lieu of direct student tutoring, the teacher may plan and implement a parent education program so to help parents work with their students on homework and skill development. Such programs will not exceed ten (10) hours in a year since the major purpose of this time is to be dedicated to direct student instruction/tutoring.
  - 8. In light of data derived from student assessment, the unit member may design a particular after school tutoring program.
- C. Effective July 1, 2017, 14 of the 28 hours shall be converted into two (2) full days of District-directed professional development.
  - 1. These two (2) days will be scheduled prior to the start of the student instructional year in August and just prior to the non-student work days already in the work year schedule.

2. The remaining 14 hours must be used for tutoring or for another activity as mutually agreed to by the Superintendent/Principal and the teacher by October 1 of each school year, as provided in subsection B above.
3. If not so agreed, the 14 hours must be used for tutoring. The tutoring or other activity must demonstrate measurable improvement in student outcomes and achievement. How to measure improvement must be agreed upon by the Superintendent/Principal in advance, and is subject to change.

## ARTICLE 13 - RETIREMENT BENEFITS

### A. Eligibility

1. To be eligible a unit member must have worked in the District for a minimum of 12 complete years. A school year in which a unit member has an unpaid leave period in excess of 46 work days shall not count as a year toward eligibility. To count as a year, the unit member must work at least 75% of the certificated work days.
2. To be eligible, the unit member must retire from the District with CalSTRS and be no less than 55 years of age and must have been enrolled in JPA/NCSMIG medical plans just prior to retirement.
3. Eligibility shall end when the unit member is age 65. Participation of any dependents who are 65 years or older is subject to JPA rules.

### B. Description

1. Under this program, the retiree shall be eligible for a District contribution toward benefits premiums and the retiree's participation is subject to the applicable rules and guidelines set forth by the North Coast Schools' Medical Insurance Group. (NCSMIG) and its vendor partners as well as applicable state and federal law. At the time of retirement, the retiree can obtain a copy of the applicable rules and regulations.

### C. Benefit Pool

1. Effective July 1, 2016, the pool is \$31,605.51. Effective July 1, 2017, the pool is \$34,000.00. This amount may be adjusted by mutual agreement of the parties. Unused portions do not carry-over into subsequent years.
2. Upon retirement, the eligible member will be entitled to an allocation from the Benefit Pool not to exceed the actual premium cost of medical, dental and vision coverage.
3. In order to receive an allocation for dental and vision coverage, the eligible member must take medical coverage.
4. The District will consider a retiree's request to integrate benefits with another benefits provider, but the District contribution shall not exceed the allocation to which the retiree otherwise would be entitled.
5. Once a retiree no longer takes medical coverage, the retiree may no longer be eligible to re-enroll in medical or be eligible for premium contributions for medical coverage unless otherwise provided by the rules of the JPA.

#### D. Allocation of Pool

1. In any year in which there is an eligible unit member, the pool amount will be divided equally among those eligible based on full time status and based on the individual's FTE at time of retirement.
2. The allocation is based on a full fiscal year (July 1 through June 30). Part-time unit members shall receive a prorated share. At least every fiscal year, the allocation will be recalculated based on FTE participation.
3. This allocation will be available for benefit premiums for the immediate fiscal year. If there is a change in the number of retirees eligible – either an increase or decrease during the year – a recalculation shall take place and eligible individuals shall be notified of the change.
4. The total allocation shall not exceed the pool amount in any fiscal year.

## ARTICLE 14 - PROFESSIONAL GROWTH

- A. All Professional Growth units that a teacher wishes to use for advancement on the salary schedule shall be applied for in advance using the District's Professional Growth Request Form. Advance approval by the District may be waived under special extenuating circumstances where it is evident that prior approval could not be given (i.e. during summer break where school is not open and/or it is difficult to contact the Superintendent/Principal).
- B. Unit requests shall be granted by the District if all of the following conditions are met:
  - 1. The course or workshop's content has direct application to the scope of duties for the teacher; and
  - 2. All registration fees, tuition, lodging, meals, and transportation costs are borne by the teacher; and
  - 3. The coursework or workshop is taken after the normal duty day for the teacher or while the teacher is on unpaid leave. With special prior arrangement, the District may consider granting the teacher a leave with payroll deduction for the cost of the substitute in the event a workshop or course is only available during the regular day/work year; and
  - 4. The units are offered by an accredited college or university or the workshop is conducted under the auspices of a local school district or county office of education, or specific approval has been granted by the Superintendent/Principal.
- C. Advancement on the salary schedule is limited to one column movement per school year.
- D. All documents such as college transcripts and workshop attendance verifications must be submitted to the Superintendent/Principal prior to September 15 of the year in which salary schedule movement is requested.
- E. When no semester units are available to those attending a workshop, the teacher's attendance will be converted to District units using the following criteria. Once converted, the units may be applied for professional growth credit in the same manner as semester units are applied:
  - 1. 15 hours of accumulated class time at one or more approved workshops will equal 1 (one) District unit.
  - 2. 1.0 hour of attendance will be the smallest unit of time recorded and carried.
  - 3. Any hours accrued beyond 45 in each school year will not be carried forward to the next school year.



4. Attendance at the workshop must be verified in writing by the workshop presenter or other appropriate workshop official.
5. Teachers attending workshops for salary schedule advancement agree to share information gathered with other teachers in a method agreed upon between the participant and the Superintendent/Principal as a part of the process for unit recognition by the District.

## **APPENDIX A**

**BLUE LAKE UNION SCHOOL DISTRICT**  
**PRE-OBSERVATION INFORMATION SHEET (SUPPLEMENTAL)**  
(May Be Completed at Pre-Observation Conference)

**To be completed by evaluator:**

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

Teacher: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Scheduled Observation Date:

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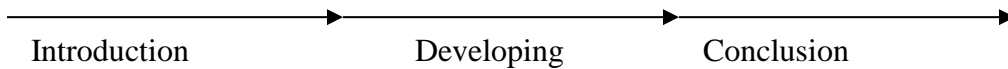
**To be completed by teacher:**

I. Subject Matter/Content Area \_\_\_\_\_

II. Topic of this lesson \_\_\_\_\_

III. Purpose of this lesson \_\_\_\_\_

IV. Place an "x" indicating where this lesson is in the instructional sequence.



Comments (Optional):

V. What activities will you and your students be doing?

VI. Where should I be located in your classroom at the beginning your lesson?

VII. Are there any relevant factors I need to know about this particular class?

*If completed outside of pre-observation conference, please return to evaluator at least one day prior to your scheduled observation.*

Observation Date:

Employee:

Post Date:

**BLUE LAKE UNION SCHOOL DISTRICT  
Observation Evaluation Form**

**Status of Employee:**

☐ Temporary

☐ Probationary I

☐ Probationary II

☐ Permanent

<b>Standard One: Engaging and supporting all student in learning:</b>		<b>P</b>	<b>D</b>	<b>N</b>	<b>N/O</b>
1-1	Using knowledge of students to engage them in learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-3	Connecting subject matter to meaningful, real-life contexts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-5	Promoting critical thinking through inquiry, problem solving, and reflection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-6	Monitoring student learning and adjusting instruction while teaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Observations/Comments:					

<b>Standard Two: Creating and maintaining effective environments for student learning:</b>		<b>P</b>	<b>D</b>	<b>N</b>	<b>N/O</b>
2-1	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-3	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-4	Creating a rigorous learning environment with high expectations and appropriate support for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-5	Developing, communicating, and maintaining high standards for individual and group behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-7	Using instructional time to optimize learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Observations/Comments:					

**Observation Date:****Employee:****Post Date:**

**BLUE LAKE UNION SCHOOL DISTRICT  
Observation Evaluation Form**

<b>Standard Three: Understanding and organizing subject matter for student learning:</b>		<b>P</b>	<b>D</b>	<b>N</b>	<b>N/O</b>
3-1	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3-2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3-3	Organizing curriculum to facilitate student understanding of the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3-4	Utilizing instructional strategies that are appropriate to the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3-5	Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3-6	Addressing the needs of English learners and students with special needs to provide equitable access to the content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Observations/Comments:					

<b>Standard Four: Planning instruction and designing learning experiences for all students:</b>		<b>P</b>	<b>D</b>	<b>N</b>	<b>N/O</b>
4-1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4-2	Establishing and articulating goals for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4-3	Developing and sequencing long-term and short-term instructional plans to support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4-4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4-5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Observations/Comments:					

**Observation Date:****Employee:****Post Date:**

**BLUE LAKE UNION SCHOOL DISTRICT  
Observation Evaluation Form**

<b>Standard Five: Assessing Student Learning:</b>		<b>P</b>	<b>D</b>	<b>N</b>	<b>N/O</b>
5-1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-2	Collecting and analyzing assessment data from a variety of sources to inform instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-3	Reviewing data, both individually and with colleagues, to monitor student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-5	Teacher communicates with students, families, and other audiences about student progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-6	Using available technologies to assist in assessment, analysis, and communication of student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-7	Using assessment information to share timely and comprehensible feedback with students and their families	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Observations/Comments:					

<b>Standard Six: Developing as a professional educator:</b>		<b>P</b>	<b>D</b>	<b>N</b>	<b>N/O</b>
6-1	Reflecting on teaching practice in support of student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-2	Establishing professional goals and engaging in continuous and purposeful professional growth and development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-3	Collaborating with colleagues and the broader professional community to support teacher and student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-4	Working with families to support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-5	Engaging local communities in support of the instructional program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-6	Managing professional responsibilities to maintain motivation and commitment to all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-7	Demonstrating professional responsibility, integrity, and ethical conduct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Observations/Comments:					

**Observation Date:**

**Employee:**

**Post Date:**

**BLUE LAKE UNION SCHOOL DISTRICT  
Observation Evaluation Form**

**Overall Comments:**

**Teachers Overall Performance:**

☐ Does Not Meet Standard   ☐ Developing   ☐ Proficient

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

**Next scheduled evaluation:** \_\_\_\_\_

\_\_\_\_\_  
Evaluator's Initials

\_\_\_\_\_  
Employee's Initials

## BLUE LAKE UNION SCHOOL DISTRICT

### EVALUATION GOALS & OBJECTIVES

The elements represent the key components of each standard. It is not necessary to write an individual goal or objective for each element. The elements are listed as a guide to assist in defining and developing goals & objectives. Numbers are provided for ease of reference. They do not imply priority or ordering of the elements

- ☐ Please use the standards to create two goals for yourself for the current school year.
- ☐ Meet with the Superintendent-Principal to discuss the goals prior to October 15.
- ☐ Reference the standard and element in your goals & objectives.
- ☐ Goals must be presented to the Superintendent-Principal by October 15.
- ☐ Superintendent-Principal may add one additional goal prior to or by October 31.

#### **STANDARD ONE: ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING**

##### ELEMENTS

- 1-1 Using knowledge of students to engage them in learning
- 1-2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1-3 Connecting subject matter to meaningful, real-life contexts
- 1-4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1-5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1-6 Monitoring student learning and adjusting instruction while teaching

#### **STANDARD TWO: CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

##### ELEMENTS

- 2-1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2-2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2-3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2-4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2-5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2-6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2-7 Using instructional time to optimize learning

#### **STANDARD THREE: UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING**

##### ELEMENTS

- 3-1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3-2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3-3 Organizing curriculum to facilitate student understanding of the subject matter
- 3-4 Utilizing instructional strategies that are appropriate to the subject matter
- 3-5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3-6 Addressing the needs of English learners and students with special needs to provide equitable access to the content



## **STANDARD FOUR: PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS**

### **ELEMENTS**

- 4-1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4-2 Establishing and articulating goals for student learning
- 4-3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4-4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4-5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

## **STANDARD FIVE: ASSESING STUDENTS LEARNING**

### **ELEMENTS**

- 5-1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5-2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5-3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5-4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5-5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5-6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5-7 Using assessment information to share timely and comprehensible feedback with students and their families

## **STANDARD SIX: DEVELOPING AS A PROFESSIONAL EDUCATOR**

### **ELEMENTS**

- 6-1 Reflecting on teaching practice in support of student learning
- 6-2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6-3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6-4 Working with families to support student learning
- 6-5 Engaging local communities in support of the instructional program
- 6-6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6-7 Demonstrating professional responsibility, integrity, and ethical conduct

## **GOAL & OBJECTIVE #1**

## **EVIDENCE**

**GOAL & OBJECTIVE #2**

**EVIDENCE**

**GOAL & OBJECTIVE #3**

**EVIDENCE**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher:

Grade:

Date:

**Certificated Teacher Evaluation Report: Final Evaluation**  
**BLUE LAKE UNION SCHOOL DISTRICT**

**Personnel Status:**☐ Temporary☐ Probationary I☐ Probationary II☐ Permanent**Three Point Rubric for Certificated Evaluation**

<b>Does Not Meet Standard</b>	<b>Developing</b>	<b>Proficient</b>
Performance is clearly unacceptable and does not meet teacher standards. Improvement is needed immediately. Professional support is required.	Performance is developing and/or has deficiencies which must be addressed. Professional support will be implemented as needed to help the unit member meet standards.	Solid and expected professional performance which meets or exceeds standards. Teacher clearly demonstrates an understanding of the concepts underlying the standards and consistently implements them.

	<b>CSTP</b>	<b>Rating</b>
<input type="checkbox"/>	<b>Standard 1:</b> Engaging and Supporting all Students in Learning	<input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Does Not Meet Standard
<input type="checkbox"/>	<b>Evidence/Comments</b>	

	<b>CSTP</b>	<b>Rating</b>
<input type="checkbox"/>	<b>Standard 2:</b> Creating and Maintaining Effective Environments for Student Learning	<input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Does Not Meet Standard
<input type="checkbox"/>	<b>Evidence/Comments</b>	

Teacher:

Grade:

Date:

**Certificated Teacher Evaluation Report: Final Evaluation  
BLUE LAKE UNION SCHOOL DISTRICT**

	<b>CSTP</b>	<b>Rating</b>
<input type="checkbox"/>	<b>Standard 3:</b> Understanding and Organizing Subject Matter for Student Learning	<input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Does Not Meet Standard
<input type="checkbox"/>	<b>Evidence/Comments</b>	

	<b>CSTP</b>	<b>Rating</b>
<input type="checkbox"/>	<b>Standard 4:</b> Planning Instruction and Designing Learning Experiences for All Students	<input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Does Not Meet Standard
<input type="checkbox"/>	<b>Evidence/Comments</b>	

	<b>CSTP</b>	<b>Rating</b>
<input type="checkbox"/>	<b>Standard 5:</b> Assessing Student Learning	<input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Does Not Meet Standard
<input type="checkbox"/>	<b>Evidence/Comments</b>	

Teacher:

Grade:

Date:

**Certificated Teacher Evaluation Report: Final Evaluation  
BLUE LAKE UNION SCHOOL DISTRICT**

	<b>CSTP</b>	<b>Rating</b>
<input type="checkbox"/>	<b>Standard 6:</b> Developing as a Professional Educator	<input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Does Not Meet Standard
<input type="checkbox"/>	<b>Evidence/Comments</b>	

☐ **Additional Comments:**

- ☐ I have received a copy of the evaluation report and discussed the contents with my administrative supervisor. My signature does not necessarily mean that I agree with the evaluation. I understand that I have the right to submit a rebuttal that will be attached to this document. The rebuttal must be submitted within 15 days. (Days are days that the District office is open)

Teacher's Signature \_\_\_\_\_

Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_