



AGREEMENT BETWEEN

**THE BISHOP TEACHERS ASSOCIATION (BTA) /
CTA / NEA**

AND

THE BISHOP UNIFIED SCHOOL DISTRICT

JULY 1, 2022 – JUNE 30, 2025

Table of Contents

ARTICLE 1 – Agreement

1

ARTICLE 2 – Recognition

1

ARTICLE 3 – Negotiations Procedure

1

ARTICLE 4 – Completion of Negotiations

2

ARTICLE 5 – Maintenance of Standards

2

ARTICLE 6 – Non-Discrimination

3

ARTICLE 7 – Salary Regulations

3

ARTICLE 8 – Health and Welfare Benefits

5

ARTICLE 9 – Retirement Options and Benefits

6

ARTICLE 10 – Teacher Hours/Days

8

ARTICLE 11 – Grievance Procedures

11

ARTICLE 12 – Openings, Transfer and Reassignment/Involuntary Transfer

12

ARTICLE 13 – Evaluation Procedures/ Peer Assistance and Review

15

ARTICLE 14 – Personnel Files

22

ARTICLE 15 – Unit Member Safety and Health

22

ARTICLE 16 – Leaves

23

ARTICLE 17 – Tandem Teaching

28

ARTICLE 18 – Staff Development

30

ARTICLE 19 – Activities /Athletic Assignments (High School and Keith Bright School)
30

ARTICLE 20 – Stipend Positions Grades 9-12
31

ARTICLE 21 – Summer School
31

SIGNATURE PAGE -
32

Appendix A – Certificated Salary Schedule
33

Appendix B – Stipend Positions
34

Appendix C(1) and C(2) – Evaluation Instruments
36

**ARTICLE 1
AGREEMENT**

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement"), by and between the Governing Board of the Bishop Unified School District ("Board") and the BTA/CTA/NEA ("Association"), the exclusive representative of the employees identified in this Agreement.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections, 3540-3549 of the Government Code ("Act").
- 1.3 This Agreement shall remain in full force and effect for a period of three (3) years, commencing July 1, 2022 and ending June 30, 2025.
- 1.4 Each year of this Agreement, the District and the Association shall have the right to propose the following for negotiations:
 - Article 7 (Salary Regulations);
 - Article 8 (Health and Welfare Benefits); and
 - Two (2) unspecified articles each.
- 1.5 The Association shall submit its proposal to the District no later than March 1 of each year. The District shall present its response and proposal no later than April 1 of each year.

**ARTICLE 2
RECOGNITION**

- 2.1 The Board, on behalf of the District recognizes the Association as the exclusive bargaining representative for those unit members of the District within the bargaining unit description decided and ordered by the Public Employment Relations Board in April 1976, and defined as certificated classroom unit members and Speech and Language Pathologists, excluding management, confidential and supervisory unit members as defined by the Rodda Act, Chapter 10.7, Sections 3540 -3549. Also, excluded from the bargaining unit shall be guidance counselors, psychologists, nurses, and the Athletic Director (provided the duties of the Athletic Director are assigned to a management employee).
- 2.2 The Association recognizes the Board as the statutory governing body of the District. The management of the school and assignment and direction of the staff are vested exclusively in the Board, subject to specific limitations set forth in this Agreement.
- 2.3.1 Any individual employment contract between the employer and a unit member shall be subject to and consistent with the terms and conditions of this agreement.
- 2.3.2 The parties to this Agreement recognize that the duties and work performed by the certificated unit members in the bargaining unit described above shall be performed only by the unit members unless there are no unit members who are qualified and/or interested in performing the work, in which case the district may utilize non-bargaining unit personnel.

**ARTICLE 3
NEGOTIATIONS PROCEDURE**

- 3.1 Negotiations shall take place at mutually agreeable times and places. The District will provide for up to five (5) members to have 40 cumulative hours each of release time to negotiate.

- 3.2 Any agreement reached between the parties shall be reduced to writing and signed by them.
- 3.3 Both parties shall meet and negotiate in good faith on negotiable items.
- 3.4 Either party may utilize the services of an outside consultant to assist in the negotiations.
- 3.5 The Board and the Association may discharge their respective duties required by this Agreement by means of authorized officers, individual representatives or committees.
- 3.6 If no agreement has been reached after the initial forty (40) hours, the next forty (40) cumulative hours of negotiations will be conducted when classes are not in session.
- 3.7 Representatives of the Association shall have access to, for study purposes, any and all county and state reports, and to such budgetary and other related information which is produced for the Board, including the Board's Policy Handbook. Two copies of the complete Board packet for each Board meeting will be provided to the Association president prior to each Board meeting.
- 3.8 The District shall provide on line copies of the Master Agreement to Association members within 45 days of agreement and 20 copies to the association president. These copies shall be made available to the Association no later than copies to individual Board members.
- 3.9 The District shall supply to the Secretary of the Association the placement on the salary schedule of the certificated staff on or about October 15th of each school year.

ARTICLE 4 COMPLETION OF NEGOTIATIONS

- 4.1 Completion of Negotiations. This Agreement completes negotiations between the parties for the term of this Agreement, except that:
 - 4.1.1 If legislation impacts the implementation of any of the terms and conditions of this Agreement or of matters within the scope of representation, the parties shall, at the request of either party, reopen negotiations on those items only within 30 days of receipt of notification.
 - 4.1.2 The parties may mutually amend this Agreement.
- 4.2 Past Practices. The specific provisions of this Agreement shall prevail over any past practice or procedure of the Employer.
- 4.3 Severability. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.
- 4.4 Continuation of Economic Benefits Pending Completion of Negotiations. Upon expiration of this Agreement, or of any interim salary or fringe benefit payment article, employees who are re-employed for the following year shall be paid based upon the current salary schedule in effect, and benefits will continue as negotiated in the previous Agreement until such time as a new Agreement is ratified by the parties or the duty to bargain has been completed.

ARTICLE 5 MAINTENANCE OF STANDARDS

- 5.1 District policies, rules, regulations, practices and procedures within the scope of representation but not covered by this Agreement, shall not be changed, except upon compliance by the District with notice and negotiation requirements of the Educational Employment Relations Act. The District shall provide written notice

of any such proposed change. Upon receiving an Association demand to negotiate over the proposed change, no decision regarding the proposed change shall be made until after completion of negotiation and/or impasse procedures. The District further recognizes the Association's right to consult at the Association's request, on matters regarding content of courses and curriculum, and the selection of textbooks to the extent to which such matters are within the discretion of the District.

5.2 Where any District policy, rule, regulation, practice or procedure conflicts with or is inconsistent with a term of the Agreement, this Agreement shall prevail.

5.3 Nothing in the above shall diminish the duty of the Board and the Association to meet and negotiate regarding matters within the scope of representation.

ARTICLE 6 NON-DISCRIMINATION

6.1 The District and the Association recognize their obligations to not discriminate in the hiring, placement, acceptance for membership or evaluation of unit members on the basis of physical disability, sex, age, race, color, religion, sexual orientation or place of national origin.

6.2 Questions concerning alleged discriminatory employment practices of the District shall be directed to the Superintendent or designee, as Title IX and Non-discrimination Officer.

6.3 Questions concerning alleged discriminatory employment practices of the Association shall be directed to the President of the Association.

6.4 Any discrimination claim of a unit member or the Association shall be pursued under federal or state remedies and shall not also be subject to the grievance procedure of this Agreement.

ARTICLE 7 SALARY REGULATIONS

7.1 Salary Definition

7.1.1 A certificated employee's annual contracted compensation shall include their official placement on the adopted salary schedule. The salary schedule is attached as Appendix A.

7.2 All Employees

7.2.1 Placement on the salary schedule requires possession of a California credential valid for the level or subject taught.

7.2.2 Initial placement on the salary schedule will recognize up to 15 years of service credit. A year of teaching service is defined as a minimum of 50% of the school day and at least 75% of the school year.

7.2.3 A year of teaching service for salary schedule advancement is earned if an employee works 75% of the days schools are operated during the school year not to be prorated for part time employees.

7.2.4 A unit is one semester hour of work from an accredited institution taken after receipt of the pertinent degree. One quarter hour equals two-thirds (2/3) of one semester hour.

7.2.5 Certificated employees shall be allowed to change columns on the salary schedule only at the beginning of each school year upon District receipt, prior to the first day of teaching, of an official transcript or other acceptable evidence of course credits needed for column change.

- 7.2.6 It shall be the responsibility of each teacher to develop, in cooperation with his/her immediate supervisor, a plan for advanced studies. In order to ensure receiving credit for courses taken for salary schedule advancement, District approval must be obtained or it must agree with his/her advanced studies plan.
- 7.2.7 The District shall provide each employee, upon request, a statement of the number of units that the District has on file for him/her.
- 7.2.8 The District will maintain records indicating when teachers have been assigned to substitute or supervise outside their contractual instructional minutes. When a full-time employee has served a total 290 minutes, he/she shall be granted one (1) day of paid release time. The maximum number of accumulated minutes shall not exceed the 870 minutes unless authorized by the site administrator. Excess minutes will be paid out following the end of the school year on the July 31st payroll. Calculations for the payout will be based on a full 430 minute contract day with the employee being paid for one day for each 430 minutes of accrued comp time or a proration thereof. Less than a full day of release time will be deducted minute-for-minute of instructional time, including teacher's conference period or prep time. Less than full day comp time leaves shall be specified in minutes on the District's Absence Request Form and approved by the site administrator.
- 7.2.9 Monthly salary payments for employees will be made on the last teaching day of the calendar month for which payment is due.
- 7.2.10 All additional overtime positions will be clearly advertised and posted internally by the District prior to filling. This does not preclude filling a position on a temporary basis for not more than thirty (30) school days. These positions must be open to all who hold an appropriate credential.
- 7.2.11 Payment for voluntary extra service requiring a certificated teacher shall be made as follows:
- 7.2.11.1 Payment for voluntary extra service shall be paid for minutes worked as a percent of the teacher's daily rate of pay provided that the site administrator requires the program and the program requires a certificated person. This determination shall be mutually agreed upon by BTA and the site administrator(s). An hourly rate of \$45 per hour will be paid or equivalent number of hours in comp time given for all after school and Saturday school teaching (instructional) assignments. For proposed teacher-led after school programs, teachers should request approval through site administration and the District Office including projected activity, hours, materials, and/or other associated costs. Detention coverage will be paid at \$35 per hour.
 - 7.2.11.2 All other "Extra Duty Assignments" to be paid on a stipend basis, as found on "Appendix B".
 - 7.2.11.3 Members of the bargaining unit assigned to supervise students on an overnight educational activity (excluding those covered in Appendix "B") shall be paid a stipend of \$200 per night, in addition to their regular salary.
 - 7.2.11.4 Classroom teachers will be paid an hourly rate of pay (\$25) for one seven hour day if they are required to change classrooms on non-contractual days during the summer for two or more consecutive years.
- 7.2.12 Released time for grading and classroom preparation may be granted by the District.
- 7.2.13 At the employee's option, an employee shall be provided with twelve (12) paychecks, provided he/she signed up for Direct Net Pay. To elect this option, the employee must submit to the Business Office a signed copy of the Direct Net Pay Enrollment form.

7.3 Alternative Work Day Schedules

7.3.1 For those with contract days requiring the teacher's instructional minutes to exceed 290, the extra minutes shall be calculated as a percentage of the average daily 290 instructional minutes. Extra pay will be calculated by applying that percentage to the unit member's daily rate and paid on a tenths basis on regularly scheduled paydays.

7.3.2 Part Time Teaching Assignments

7.3.2.1 Part time teachers shall be paid on a prorated basis. Prior to the start of each school year, teachers will be provided with a part time calculation sheet that indicates their contract percentage and the number of instructional and contract minutes required to fulfill their contract.

7.3.2.2 When release from instructional time is provided to full-time teachers for required District in-services, part-time teachers are also required to attend. Part-time teachers are eligible to receive compensatory time or in-District salary credit (i.e., 15 hours equals one semester credit) equal to the number of minutes representing the difference between their normal part-time assignment and a regular full-time equivalent per day.

ARTICLE 8 HEALTH AND WELFARE BENEFITS

8.1 Health, Prescription, Dental, Vision and Life Insurance.

8.1.1 The District shall contribute up to a maximum of \$1,800 per month per full time employee for ten months towards the premium cost of health and welfare benefits through California's Valued Trust ("CVT") Plan. The actual plan shall be determined after consultation with BTA.

8.1.1.1 When a married/domestic partnership couple both work full time for the District, the couple will be provided the highest buy-up plan offered at no additional cost to the employees as long as the total premium for the plan is within the combined cap of both employees. Domestic partners interested in this option must meet the enrollment requirements as specified by CVT.

8.1.1.2 Individual bargaining unit members who elect to enroll in a plan that has a composite premium which is less than the cap will be reimbursed the difference between the cost of the plan and the cap less any statutory benefit costs the District may bear. This payment will not be incorporated into the salary schedule nor shall it be used in computing any retirement benefit under the State Teachers' Retirement System (STRS).

8.2 CVT Participation Agreement/Section 8

8.2.1 Should section eight of the California's Valued Trust Schools Health and Welfare Trust ("Trust"), Participation Agreement be invoked by the Trust during a fiscal year, the District and Association agree to meet in a timely, diligent and good faith manner until such time as agreement on a new plan of fee structure can be reached. 8.3 Insurance Carriers.

8.4.1 If either party to this Agreement wishes to consider a new carrier, the other party must be notified in writing by April 1. It is understood that the normal insurance contract year is from October 1 through September 30, and a change in carrier will only occur on October 1 following a formal written notice not later than August 15 in the year of withdrawal.

8.4.2 Should the Association opt to withdraw its bargaining unit members and related retired employees from the current CVT Anthem benefit programs, the District liability for premium payments on behalf of bargaining unit members shall be a specific dollar amount limited to the

amount of the current school year premiums plus the projected premium increases for the school year in which the change of carriers takes place.

- 8.5 Continued Coverage. Teachers who are absent on account of illness and who have exhausted their accumulated paid leaves shall continue to receive full insurance coverage to be paid by the District for that period of illness not to exceed twelve (12) months following exhaustion of said leave.
- 8.6 Part-Time Employees. Employer contribution for insurance premiums for part-time employees will be prorated. All part-time employees must work at least fifty (50) percent of a full-time equivalent assignment to be eligible to participate in the insurance programs. The District will contribute whatever percentage of premiums is equal to the part-time employee's working assignment(s), with the employee paying the remainder. Part-time employees may elect not to participate.
- 8.7 Benefits - Unpaid Leave.
- 8.7.1 Employees on Superintendent-approved unpaid leave of absence of up to ten (10) days per year shall continue to receive District-paid benefits.
- 8.7.2 Employees on Board-approved (extended) unpaid leave of absence shall have the option to continue to receive District insurance coverage for the period of the leave upon reimbursement to the Board.
- 8.8 Duration of Benefits.
- 8.8.1 Should an employee's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continued paid coverage under the health, dental and vision care plans until September 30 of the ensuing school year.
- 8.8.2 The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a teacher's employment terminate during the school year, he or she shall be entitled to all existing COBRA language as provided by Federal statutes.
- 8.9 Physical Examination.
- 8.9.1 Examinations for tuberculosis will be required every four (4) years. Such examinations shall be paid for by the District.

ARTICLE 9 RETIREMENT OPTIONS AND BENEFITS

- 9.1 Reduced Service Plan.
- 9.1.1 The Board of Trustees agrees that a bargaining unit member may apply for reduced service as described in Education Code Sections 44922 and 22724, with full-time contribution to the State Teachers' Retirement System, when the member complies with the following:
- 9.1.1.1 The member must have reached age 55 and must be less than age 65 before the beginning of the reduced time employment work year.
- 9.1.1.2 The member must have accrued not less than ten (10) years of STRS membership before accepting the reduced time employment.

- 9.1.2 Employees may not participate in the reduced service employment plan for a period greater than five (5) years, and may not participate in the plan after age 65.
- 9.1.3 The District and employee shall contribute amounts to the State Teachers' Retirement System equal to that which would be contributed if the employee were to have been maintained as a full-time employee.
- 9.1.4 Employees entering the reduced service employment plan shall submit to the District a resignation form completed, signed and dated on the date of total employee retirement.
- 9.2 Early Retirement and Fringe Benefits. The District's contribution shall not exceed the amount the District's contributes for active employees for retirees who are eligible to receive post retirement health benefits under the eligibility criteria below:
- 9.2.1 Employees hired by Bishop Joint Union High School District prior to June 30, 2005 and who retire after twelve (12) consecutive years of full time service either to the High School District or to this District and retire after reaching the age of fifty-five (55) will be eligible for continued health insurance contributions by the District for a period of ten (10) years not to exceed coverage beyond age 65.
- 9.2.2 Employees hired by Bishop Joint Union High School District on or after to July 1, 2005 or who worked for the Bishop Elementary School District and who retire after ten (10) consecutive years of full time service either to the High School, Elementary School District or to this District and retire reaching the age of fifty-five (55) will be eligible for continued health insurance contributions by the District for a period of six (6) years not to exceed coverage beyond age 65. Benefits may be extended up to an additional four (4) years by action of the board subject to the following limitations:
- (a) An extension if granted shall apply equally to all retiring personnel
 - (b) The coverage will terminate upon the employee's 65th birthday.
 - (c) The employee has had a minimum of ten (10) years consecutive service in this District immediately prior to retirement.
- 9.2.3 Employees hired by the District on or after to July 1, 2010 and who retire after twenty (20) consecutive years of full time service to the District after reaching the age of fifty-five (55) will be eligible for continued health insurance contributions by the District for a period of six (6) years not to exceed coverage beyond age 65.
- 9.2.4 The District's group medical plan shall be maintained for retirees and their spouse, domestic partner, or dependent.
- 9.2.5 The benefits under this Article are contingent upon the following:
- 9.2.5.1 The insurance company agrees to such coverage and accepts the individual for membership.
 - 9.2.1.5 The yearly premium to be paid by the District shall be equal to the amount paid to all other full-time credentialed employees.
 - 9.2.1.6 When the health insurance plan offered by the District is multi-tiered, these premiums will be pooled together to benefit all covered retirees. Any savings from single party plan retirees will be used as an offset to the costs of retirees choosing a two-party plan. Any three-party plan retiree will be factored into the calculation as a two-party plan retiree. Any costs above the District's premium contribution and the offset benefit will be paid by the retiree.

- 9.2.1.7 A part-time employee who has not earned a fully paid health package at the time of retirement shall be eligible to receive a portion of a District-paid health package if the following condition is met:
- (a) The employee has at least ten (10) years of consecutive service at a full-time equivalent of 50% or higher immediately prior to retirement.

9.3 Early Retirement Incentive

- 9.3.1 The Association and the District agree to periodic investigation of early retirement incentives and will explore those that would be mutually beneficial.
- 9.3.2 A one-time payment of \$3,000 shall be made at any stage after twelve years of in-district teaching service, if the employee notifies the Superintendent in writing no later than January 15 of the current teaching year of his or her retirement for the subsequent year. The one-time payment shall be \$1,500 if the employee notifies the Superintendent after January 15 but no later than March 1 of the current teaching year of his or her retirement for the subsequent year. Payment will be paid to the employee in July of the year of notification.
- 9.3.3 Certificated employees who were hired by the Bishop Joint Union High School District prior to June 30, 2005 shall qualify for an anniversary award under the following conditions:
- 9.3.3.1 Upon completing 25 years of full time service with the District, certificated employees shall be eligible for a “one time only” anniversary award of \$7,500 payable within 30 days of completing the 25th year.
- 9.3.3.2 Upon completing 30 years of full time service with the District, certificated employees shall be eligible for a “one time only” anniversary award of \$12,500 payable within 30 days of completing the 25th year.
- 9.3.3.3 Anniversary awards for part time service under sections 9.3.3.1 and 15.3.3.2 shall be calculated on a prorated basis so long as other provisions of these sections are met.
- 9.3.3.4 Payment of these anniversary awards under 9.3.3.1, 9.3.3.2, and 9.3.3.3 shall not be incorporated into the negotiated salary schedule, nor shall they be used in computing any retirement benefit under the State Teachers’ Retirement Systems (STRS)

**ARTICLE 10
TEACHER HOURS/DAYS**

- 10.1 Teaching Days. (Full-Time K-12). Members of the bargaining unit will serve 185 total days of which 180 are teaching days each school year, as determined by the adopted contract year which is negotiated between the District and the Association. Should a closure of school be required for any reason, the calendar shall be modified and the time lost will be made up prior to June 30, resulting in 180 teaching days being completed each school year.
- 10.1.1 The following days, if part of the student attendance calendar, shall be scheduled minimum days: the day before Winter Break, the day before Spring Break, and one floating minimum day. For the day before Winter Break and the day before Spring Break ONLY, the teaching day shall be considered complete 15 minutes after student dismissal.
- 10.2 Service Days. In addition to the 180-day teaching year, there shall be five (5) additional work days which shall include a minimum of three (3) staff development days.

10.2.1 Dedicated classroom preparation time during at least one of the three contract days prior to the start of the student attendance calendar shall be duty free for a minimum of ~~three hours~~ five hours, broken up by no more than 2 sessions. The day(s) shall be determined by site administration and, where applicable, will occur prior to back to school night.

10.3 Special Education/IEP Meetings

10.3.1 The district will attempt to schedule student IEP meetings within contract hours and provide a substitute or other classroom coverage as appropriate if scheduled during the school day.

10.3.2 Unit members acknowledge that parents or guardians may request a meeting time outside these parameters and pursuant to the IDEA, the school district must accommodate these requests.

10.4 Site Meetings

10.4.1 If scheduled, unit members shall be required to attend the following meetings at the school site per month:

10.4.1.1 One regularly scheduled staff meeting not to exceed 90 minutes per month may be scheduled by the site administrator.

10.4.1.2 One “other” meeting (committees, special projects, etc).

10.4.1.3 One grade level or department meeting scheduled as needed.

10.4.2 Emergency meetings can be scheduled and attendance required on an as needed basis.

10.4.3 This meeting schedule shall not apply to any committee meeting for which a stipend is attached, any meeting covered under staff development buy-back days or any committee meeting which the committee itself agrees to set additional meeting dates and any meeting which are attended by staff members on a voluntary basis.

10.4.4 Monday collaboration time shall be reserved for PLC meetings, Departmental meetings, Content Area meetings, and Grade Level meetings. Administration has the right to attend any and all meetings.

10.5 Grades, reports, or other requirements shall not be due less than 72 hours after a non-contract weekday i.e. if the grading period ends on a Friday – grades will be due no sooner than Wednesday at 8:00AM. This pertains to all teachers at all sites.

10.6 Unit members working at different sites (all sites excluding Elm/Pine sharing) shall be given a full daily prep period as well as sufficient travel time will be negotiated by the association and the district on an individual basis.

10.7 Teacher Hours Grades K-12

10.7.1 The work day for all members of the bargaining unit shall extend from 15 minutes before the first bell to 15 minutes after the final bell. Duties will not be assigned during the first 15 minutes of the contract day.

10.7.2 The final 50 minutes of the work day each Monday will be used for professional learning community activities.

10.7.3 The Association agrees that for all sites other than Keith Bright and Palisades, the weekly number of instructional minutes shall not exceed 1400 for Grades K-8 and 1415 at BUHS. The high

school and middle school day shall consist of 5 regular sections and 1 home room/flex section all of which are considered instructional minutes.

- 10.7.4 Employees recognize that the professional day includes a reasonable number of District meetings scheduled beyond the normal working day, including but not limited to staff meetings, Open House, Back-to-School Night, Bronco Pride Night, and parent conferences.
- 10.7.5 Grading days will be granted for specific teaching assignments. Requested grading time must have prior approval from site administration and will be spent on campus at a mutually agreeable location. Site administrator will provide a private and quiet work space and the teacher will not be interrupted during this time. Grading days shall be granted as follows:

- 10.7.5.1 BUHS English Teachers shall be granted one (1) grading day per quarter. Should any day not be taken by the end of the granted quarter, the day will not carry into subsequent quarters.

- 10.7.5.2 Home Street English Teachers shall be granted one (1) grading day per semester. Should any day not be taken by the end of the granted semester, the day will not carry into subsequent semester.

- 10.7.5.3 BUHS AP Teachers with extensive writing/research assignments (other than English AP) shall be granted two (2) grading days ~~per section~~ per school year.

10.8 Part-Time Teachers Grades K-12

- 10.8.1 A proration of the teacher's normal working day, duties and responsibilities will occur based upon the ratio of the part-time assignment to a regular K-12 teacher's assignment
- 10.8.2 All part-time teachers will recognize that the professional day includes a reasonable number of District meetings scheduled beyond the normal working day, including but not limited to staff meetings, Open House, Back-to-School Night, Bronco Pride Night, and all required parent conferences.
- 10.8.3 The part time teacher and site administration shall meet prior to the beginning of each school year to develop a prorated duty and staff meeting schedule. Teachers will be provided with a part time calculation sheet that indicates their contract percentage and the number of instructional and contract minutes required to fulfill their contract.

10.9 Teacher Hours: Keith Bright School

- 10.9.1 The normal teaching assignment shall be 270 minutes per day of instructional time.

10.10 Teacher Hours: Bishop Independent Study School

- 10.10.1 The normal teaching assignment shall be included as part of the KBS/BIS teacher duties. Sufficient time will be scheduled, based on student enrollment, to include weekly meetings with individual students, ongoing progress monitoring, individual academic support services, and grading.

10.11 Teacher Hours: Palisade Glacier High School

- 10.11.1 The normal full time teaching assignment shall not exceed 240 instructional minutes which consist of four to five periods, each not to exceed 60 minutes duration, plus one preparation period not less than 50 minutes. Normal assignment shall also include a lunch-duty assignment, not to exceed 20 minutes, plus a duty free lunch of at least 30 minutes, and 2-5x weekly staff meeting, not to exceed 30 minutes.

- 10.11.2 Additional regular professional duties shall include:

- 10.11.2(a) New student/parent admission interviews (up to 40 annually), planning/prep for senior luncheon, and setup/dismantling for graduation exercises.

10.11.2(b) Teachers shall be allotted up to one additional hour per week to serve any PGHS student(s) on an Independent Study contract. Time will be submitted on a timesheet, approved by administration, and paid at the teacher's contractual rate of pay. No comp time shall be given for this assignment.

10.12 Speech and Language Pathologists

10.12.1 Caseloads shall not exceed limit stated in current Education Code.

**ARTICLE 11
GRIEVANCE PROCEDURES**

11.1 Definitions.

11.1.1 A "grievance" is a written allegation by a grievant that there has been a violation, misinterpretation or misapplication of this Agreement. Any dispute arising shall be limited to the application of wording of the existing Master Agreement, exclusive of negotiations but not exclusive of placement on the salary schedule.

11.1.2 A "grievant" may be any employee of the District covered by the terms of this Agreement or the Association.

11.2 Purposes.

11.2.1 The purpose of this procedure is to secure an equitable solution to a grievance.

11.2.2 Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his immediate supervisor or to have the grievance adjusted prior to Formal Level - Step 3 without intervention of the Association, provided that the adjustment is consistent with the terms of this Agreement. Any proposed resolution at Formal Level - Step One shall not be agreed upon by the District until the Association has been provided a copy and allowed an opportunity to respond.

11.3 Informal Level.

Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his or her immediate supervisor and/or the Superintendent.

11.4 Formal Level - Step One.

11.4.1 Within forty-five (45) calendar days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his or her grievance in writing on the District-approved and District-provided form to his or her immediate supervisor.

11.4.2 The supervisor or his/her designee shall communicate his/her decision to the employee in writing within five (5) days after receiving the grievance. If the supervisor or his/her designee does not respond within the time limits, the grievant may appeal to the next level.

11.4.3 Within the above time limits, either party may request a personal conference.

11.5 Formal Level - Step Two.

11.5.1 If the grievant is not satisfied with the disposition of the grievance at Formal Level - Step One, he/she may file a grievance on the appropriate form with the Superintendent within ten (10) days

after the written decision at Step One. The President of the Association may be notified of this action by the grievant.

11.5.2 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the grievant and, if requested by the grievant, a representative of the Association, in an effort to resolve it. The Superintendent or his/her designee shall communicate his/her decision to the employee in writing within ten (10) days of said meeting.

11.6 Formal Level - Step Three.

11.6.1 If the grievant is not satisfied with the disposition of his/her grievance at Formal Level - Step Two, or if no written decision has been rendered within ten (10) days after he/she first met with the Superintendent, or his/her designee, the grievant may, within ten (10) days after a decision was due or issued by the Superintendent, or his/her designee, request in writing that the Association submit the grievance to arbitration.

11.6.2 During the ten (10) day period following the Association's receipt of the written request from the grievant, the parties may mutually agree in writing to use the services of a mediator to attempt to resolve the grievance. The costs, if any, of the mediation shall be equally shared by the parties. The mediator shall have no power to force any specific resolution of the grievance and the statements or records of the mediation proceedings shall not be used in any subsequent grievance proceeding.

11.6.3 If the parties do not mutually agree to mediate the grievance, the Association may, by written notice to the Superintendent and the State Mediation and Conciliation Services (SMCS), submit the matter to arbitration within (10) days of the receipt of the written request described in paragraph one of this subsection. If the parties have used the services of a mediator but the matter has not been resolved, the Association may submit the matter to arbitration within ten (10) days after the end of the mediation. The parties shall then be bound by the Voluntary Labor Arbitration Rules of the AAA, except as mutually agreed in writing.

11.6.4 Any disputes that may arise over the arbitrability of the grievance, shall be deferred to the Arbitrator.

11.6.5 The Arbitrator shall have no power to change the Agreement or render a decision that exceeds the limits of the Agreement.

11.6.6 All costs for the services of the Arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

11.6.7 The decision of the Arbitrator shall be final and binding on the parties.

**ARTICLE 12
OPENINGS, TRANSFER
AND REASSIGNMENT/INVOLUNTARY TRANSFER**

12.1 Prior to determining the classification of a position as on-going, temporary assignment, or transfer, the Superintendent or designee shall inform and seek feedback from Association representatives.

12.2 Opening: An "opening" is a position with no prior job rights that is not temporary.

- 12.2.1 All openings shall be internally posted for tenured teachers for seven (7) calendar days in all schools and District Office prior to the non-tenured and/or out-of-District posting.
- 12.2.2 The seven-day (7-day) internal posting requirement may be waived when there are circumstances beyond the District's control and there are fewer than thirty (30) calendar days prior to the opening of school. The Superintendent will notify the Association President any time this section of this article is to be implemented.
- 12.2.3 Any position not posted internally (as in 12.2.1 above) shall be reopened and internally posted no later than April 1 of the current school year for consideration for the following school year.
- 12.2.4 All openings and temporary assignments shall be posted within ten (10) days of the notification and acceptance/action that opened the position.
- 12.3 Teachers wishing to apply for an opening should fill out an internal transfer form and articulate on the form their reasons why a move would benefit students and staff.
- 12.4 When an opening exists, the site administrator shall review all requests for transfer and meet with all applicants. Prior to making his or her decision, the following issues will be among those considered in selecting a successful applicant for the transfer:
 - 12.4.1 Compatibility with students
 - 12.4.2 Compatibility with staff and administration
 - 12.4.3 Evaluations and /or documented past performance
 - 12.4.4 Experience and/or education appropriate to the position
 - 12.4.5 Credentials, coursework, professional development and special skills as documented in the personnel file
 - 12.4.6 Length of service with the District
 - 12.4.7 Needs of the school for staff balance
- 12.5 The site administrator with the open position shall make a recommendation to the Superintendent, who upon approval, shall submit his or her recommendation to the Governing Board for approval.
- 12.6 Administration will communicate with unsuccessful applicants to discuss why the applicant was not chosen. This may provide the candidate information to improve teaching skills and improve applicant's skills.
- 12.7 Transfer.
 - 12.7.1 "Transfer" is a voluntary request by a unit member for a change in assignment.
 - 12.7.1.1 Unit member shall be given the opportunity to apply for transfers with or without giving reasons. Transfer requests shall be kept on file by the personnel office for one (1) year.
 - 12.7.1.2 Teachers shall submit requests for transfer on the District form at any time to their site administrator. Applicants shall also submit a copy to the Superintendent.

12.7.1.3 Upon written request, applicants shall receive written notice of the final selection and written feedback on why a candidate was not chosen. This may provide the candidate information to improve his/her teaching skills.

12.7.1.4 Applicants denied a transfer may request and shall be granted a meeting with the Superintendent and/or designee to discuss the matter.

12.8 Reassignment/Involuntary Transfer.

12.8.1 A "reassignment/involuntary transfer" is a District-initiated change in a unit member's assignment.

12.8.2 Reassignment/involuntary transfer may be initiated by the site administrator or Superintendent. To do so, an administrative memo stating the particulars will be sent by the requesting administrator to all of the following parties:

12.8.2.1 Superintendent

12.8.2.2 Appropriate site administrator(s)

12.8.2.3 Employee

12.8.2.4 Governing Board

12.8.2.5 Personnel Office.

12.8.3 Determination of a reassignment/involuntary transfer shall include, but not be limited to, the following criteria:

12.8.3.1 Compatibility with students

12.8.3.2 Compatibility with staff and administration

12.8.3.3 Evaluations and documented past performance

12.8.3.4 Experience and/or education appropriate to the position

12.8.3.5 Needs of the school for staff balance

12.8.3.6 Credentialing

12.8.3.7 Recent assignment change(s)

12.8.3.8 Longevity in the District

12.8.4 After a determination is made, the reassigned/involuntarily transferred employee shall have the opportunity to meet with the Superintendent or site administrator to discuss the decision.

12.8.5 If candidates are determined to be equal using the above criteria, assignment will be based upon district longevity, with the least senior transferred first.

12.8.6 No teacher may be reassigned out of the scope of his or her credential, as designated by Senate Bill 435.

- 12.8.7 Reassignment shall be made without regard to age, race, religion, sex, national origin, handicap, or marital status.
- 12.8.8 Reassignments occurring during the school year will be accompanied by a two-day on-campus release time for the reassigned employee so that he or she may prepare for his or her new assignment.

**ARTICLE 13
EVALUATION PROCEDURES
PEER ASSISTANCE AND REVIEW**

- 13.1 Evaluation Procedures. These provisions constitute the procedures to be utilized for the evaluation and assessment of certificated employee performance as set forth in Education Code sections 44660 et seq., or its successor, commonly referred to as the "Stull Bill."
- 13.2 Evaluations shall be conducted at least every five (5) years for personnel with permanent status who have been employed at least ten (10) years with the District, are highly qualified as defined in 20 U.S.C. section 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluation and certificated employee being evaluated agree. The certificated employee may withdraw the consent at any time.

All other permanent certificated bargaining unit members shall be evaluated every other year (unless there has been a recent negative evaluation). Every full-time or part-time probationary or temporary certificated bargaining unit member shall be evaluated by his/her immediate administrative supervisor, in writing, at least once prior to December 15 and once prior to March 1 of each school year. For permanent teachers, the evaluation shall be completed not later than 30 days prior to the last day scheduled on the school calendar. For probationary teachers, the evaluation process shall be completed not later than March 1 of each school year.
- 13.3 The chief site administrator shall evaluate or provide for the evaluation of each certificated employee at the school site.
 - 13.3.1 Site administrator shall notify certificated employee of pending evaluation no later than September 30.
- 13.4 Each evaluation shall relate to:
 - 13.4.1 The progress of students toward the standards established pursuant to Education Code section 446662(a) and, if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments.
 - 13.4.2 The instructional techniques and strategies used by the employee.
 - 13.4.3 The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties as prescribed by the Board.
 - 13.4.4 The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibility.
 - 13.4.5 The employee's adherence to curricular objectives.
 - 13.4.6 The California Standards for the Teaching Profession.

- 13.5. Prior to the initial observation for each school year, the evaluator and the employee shall meet for a pre-evaluation conference to discuss the evaluation process and communication procedures. Meeting shall take place no later than October 30.
- 13.6. Prior to completing the written evaluation for the school year, there shall be at least two (2) formal classroom observations by the evaluator (each of which covers an entire lesson) for probationary and temporary teachers. At least one (1) formal classroom observation shall be completed for permanent classroom teachers. At least one (1) days' notice will be given to the teacher prior to the observation. A summation conference shall be held as soon as practicable following each formal classroom observation.
- 13.7. In the evaluation, the evaluator shall cite specific qualities, abilities, or deficiencies. There shall be no unsubstantiated statements included in the evaluation.
- 13.8. The employee and evaluator shall meet at a mutually agreeable time to review the evaluation as soon as practicable. Following the review, the employee shall sign the evaluation to indicate that the employee has received a copy. The employee's signature does not necessarily signify agreement with the evaluation. The employee may have a witness present at any evaluation review.
- 13.9. The employee may prepare and submit a written response to the evaluation within ten (10) days of the review. After the 10-day response period has expired, the formal written evaluation shall be placed in the employee's file, and any response shall become a permanent attachment to the evaluation form. A rebuttal by the evaluator may be attached at any time subsequent to the evaluation being placed in the personnel file.
- 13.10. In the event the formal written evaluation indicates that an employee is not performing satisfactorily in any area, the evaluator shall describe the specific areas of unsatisfactory performance either in the evaluation or in a separate document. Effective July 1, 2010, if the evaluation of a permanent teacher contains an unsatisfactory rating in any area of the evaluation related to subject matter knowledge, teaching strategies, and teaching methods or instruction, the teacher shall be referred to and shall participate in the Peer Assistance and Review Program for Teachers ("PAR") as provided by Education Code section 44500, et seq.
- 13.11. Except for a teacher who is referred for PAR, the evaluator shall meet with the employee and make specific recommendations as to areas of improvement in the employee's performance. The evaluator shall endeavor to assist in the improvement of such performance should the evaluation indicate such a need.
 - 13.11.1. The employee shall, after the meeting with the evaluator, develop a proposal, which is designed to alleviate an unsatisfactory performance.
 - 13.11.2. The District will provide the employee with tuition, mileage, and room and board if education out-of-town is required.
 - 13.11.3. The evaluator may provide, or the employee may request, further continued periodic observations, conferences, and/or evaluations. The employee may request that subsequent evaluations be provided by other administrators.
 - 13.11.4. If, in the opinion of the evaluator, subsequent performance improves significantly in the area of identified deficiencies, a notification to that effect shall be attached to the evaluation.
- 13.12. With regard to a teacher who has been referred to PAR, the evaluator's obligation pursuant to paragraph F of the Article is to meet with the teacher and the PAR consulting teacher to review the evaluator's recommendations as to areas of improvement in the teacher's performance.

- 13.12.1 The evaluator shall conduct an evaluation of the performance of the teacher that is independent of the PAR activities of the consulting teacher. In preparing an evaluation pursuant to this paragraph, the evaluator may consider peer review reports that have been prepared by the consulting teacher, if available.
- 13.12.2 As provided by Education Code section 44500(b)(4), a cooperative relationship between the consulting teacher and the principal with respect to the process of peer assistance and review is expected and strongly encouraged.
- 13.13 While a grievance may be filed alleging a violation of the procedural steps of this Article, no grievance may be filed regarding the contents of a written evaluation.
- 13.14 Alternative Evaluation Procedures (Appendix C(2))
- 13.14.1 In lieu of the above evaluation procedures (see 17.1 et. seq.) the Association for itself and its unit members agrees that any permanent teacher with a minimum of 5 years of service with the District and the District may mutually agree to alternative evaluation procedures and, further, agrees that such alternate evaluation procedures comply with the Stull Act (Education Code Sections 44660 et. seq.)
- 13.14.2 If the unit member and the District mutually agree to have the unit member evaluated under an alternative evaluation procedure, their mutual agreement shall be reduced to writing and placed in the personnel file. If an alternative evaluation procedure is utilized, the unit member shall receive a satisfactory evaluation.
- 13.14.3 Use of an alternative evaluation procedure shall not restrict or prohibit the District from observing the performance of a unit member.
- 13.14.4 If an alternative evaluation procedure is utilized, no record of any alternative evaluation methods used shall be placed in the unit member's personnel file.
- 13.14.5 Neither the Association nor any unit member shall ever challenge or raise as a defense in any proceeding or at any time the fact that a unit member was evaluated under an alternative procedure, so long as the provisions of 17.1 et. seq. are followed.
- 13.15 **Peer Assistance and Review Program.** The Peer Assistance and Review Program shall be suspended until the PAR Program is fully funded by the State. When it is reinstated, the following shall apply:
- 13.15.1 The California Peer Assistance and Review Program for Teachers ("PAR") provides a mechanism by which exemplary classroom teachers assist other classroom teachers in the areas of subject matter knowledge, teaching methods, and teaching strategies. "Consulting Teachers" provide peer assistance activities to "Participating Teachers." Consulting Teachers are selected and designated by the Joint Teacher-Administrator Peer Assistance and Review Panel ("Joint Panel"). A Participating Teacher is a classroom teacher who is referred to and required to participate in the PAR program as a result of an unsatisfactory rating of employee's performance in the area of teaching methods or instruction as provided by the terms of Article 9, sections 9.4.1 through 9.4.6. A classroom teacher may request assistance through the PAR process as a "Voluntary Participant" subject to the provisions of the law and the agreement of the Joint Panel.
- 13.15.2 Joint Teacher Administrator Peer Assistance and Review Panel: Oversight and guidance of the PAR program is provided through the Joint Panel. The majority of the Joint Panel shall be certificated classroom teachers who have been chosen by other certificated classroom teachers. The District shall designate the administrator members of the Joint Panel.

- 13.15.2.1 The Joint Panel shall be composed of five members, three classroom teachers and two administrators. The term of a Joint Panel member who is a classroom teacher shall be three years, except that the first terms of the teacher members shall be one two-year term and two three year terms.
- 13.15.2.2 Classroom teacher members of the Joint Panel shall have achieved permanent status in the District.
- 13.15.2.3 Classroom teacher members of the Joint Panel shall receive an annual stipend of \$1000 as compensation for Joint Panel activities.
- 13.15.2.4 If a member of the Joint Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated. For a classroom teacher, the annual stipend shall be prorated on the basis of the number of months served.
- 13.15.2.5 Classroom teacher members of the Joint Panel shall be determined by a process conducted by the Association. The Association shall certify to the District that the process for choosing the classroom teacher members of the Joint Panel meets the requirements of Education Code section 44502(b).
- 13.15.2.6 The Joint Panel shall designate a chair that shall serve for a two-year term.
- 13.15.2.7 The Joint Panel shall meet, as it deems necessary to perform its functions. To the extent practicable, meetings shall be held during the regular workday for certificated classroom teachers. Classroom teacher members shall be released from other assigned duties in order to attend Joint Panel meetings. A quorum for Joint Panel meetings shall be three-fifths of the membership, including one administrator member.
- 13.15.2.8 The Joint Panel will endeavor to make decisions by consensus. If the attempt to achieve a consensus as to the designation of a Consulting Teacher is unsuccessful, the decision shall be made by a majority vote of the Panel. All other matters voted on shall require four votes.
- 13.15.3 Pursuant to Education Code section 44502(a), the Joint Panel shall:
 - 13.15.3.1 Select Consulting teachers
 - 13.15.3.2 Review peer review reports prepared by consulting teachers
 - 13.15.3.3 Make recommendations to the Board of the names of PAR participants who the Joint Panel determines have not demonstrated "satisfactory improvement" after receiving "sustained assistance" from a Consulting Teacher. All recommendations pursuant to this provision shall be made to the Board not later than 30 days after the receipt of the final report from a Consulting Teacher.
 - 13.15.3.4 Make an annual evaluation of the impact of the PAR program "in order to improve the program." The program evaluation shall be presented to the Board of Trustees at a regular meeting not later than June 1 of each school year.
- 13.15.4 In addition, the Joint Panel has the discretion to submit "recommendations for improvement of the program." Recommendations for improvement are submitted to the district board and the exclusive representative of certificated employees.

- 13.15.5 In the process of carrying out its obligation, the Joint Panel may:
- 13.15.5.1 Establish its internal procedures
 - 13.15.5.2 Solicit and review applications for appointment as a Consulting Teacher
 - 13.15.5.3 Provide appropriate training opportunities for Consulting Teachers
 - 13.15.5.4 Guide and assist Consulting Teachers in (1) the development of performance goals for Participating Teachers; (2) determining appropriate observation scheduling and practices; (3) establishing and maintaining a cooperative relationship with a Participating Teacher's Principal; (4) assessing staff development activities that may assist in improving a Participating Teacher's skills and knowledge; (5) writing peer review reports.
 - 13.15.5.5 Provide appropriate training opportunities or Joint Panel members in areas related to the Panel's statutory responsibility.
- 13.15.6 Pursuant to Education Code sections 44500(b)(7) and 44662(d), the Joint Panel's final report regarding the results of a Participating Teacher's participation in the PAR program (including responses, if any) shall be made available in the personnel file for consideration as part of the evaluation and assessment of employee performance.
- 13.15.7 At the end of each school year, the Joint Panel shall forward all documents and records relating to an employee's participation in the PAR program to the District Office for filing as provided in this Article.
- 13.15.8 Consulting Teacher Selection and Duties: A Consulting Teacher is a classroom teacher who applies for that designation. If selected by the Joint Panel, the Consulting Teacher is assigned to assist another teacher who is in need of development in the area of teaching methods or instruction.
- 13.15.9 In order to be selected as a Consulting Teacher, the classroom teacher must possess the requisite minimum qualification and must file an application with the Joint Panel. The Minimum qualifications are:
- 13.15.9.1 Credentialed classroom teacher with permanent status.
 - 13.15.9.2 "Substantial recent" classroom teaching experience.
 - 13.15.9.3 Demonstrated exemplary teaching ability as provided by Education Code section 44501(c).
 - 13.15.9.4 Demonstrated ability to work cooperatively and effectively with other teachers and administrators.
 - 13.15.9.5 Effective leadership skills.
- 13.15.10 An application for selection as a Consulting Teacher may include references from individuals who have knowledge of the candidate's ability. Following a decision by the Joint Panel as to which candidates, if any, that it will consider, one or more Panel members shall observe each candidate's classroom teaching performance. A written report of the observation shall be made to the Joint Panel prior to any vote to select a Consulting Teacher or Teachers. Prior administrative observations may also be submitted.

- 13.15.11 The assistance provided by a Consulting Teacher shall not involve the participation in nor the conducting of evaluation and assessment of performance of the Participating Teacher that is set forth in Article 9 and Education Code section 44660 et seq. The assistance provided by the Consulting Teacher shall focus on the specific areas recommended for improvement by the Participating Teacher's Principal (or designated evaluator) based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR program.
- 13.15.12 As soon as possible following the assignment of a Consulting Teacher by the Joint Panel, the Consulting Teacher, the evaluator of the Participating Teacher, and the Participating Teacher shall meet and discuss the areas recommended for improvement. Thereafter, the Consulting Teacher shall independently prepare a Plan of Consultative Assistance and time-line which is consistent with the provisions of this Article and Education Code section 44500(b)(2), (3), (6), and (7). The plan shall:
- 13.15.12.1 Outline scheduled observations by the Consulting Teacher and any release time requirements for the Consulting Teacher's activities related to implementing the Plan.
 - 13.15.12.2 Provide for written peer review reports to be submitted to the Joint Panel at least twice annually. A copy of each report shall be provided to the Participating Teacher at the time of submission to the Joint Panel. As part of the monitoring process, the Consulting Teacher may be required to meet with the Panel to discuss the progress of the Participating Teacher.
 - 13.15.12.3 Be submitted to the Joint Panel for approval.
- 13.15.13 The Consulting Teacher's final report regarding a Participating Teacher's participation in the PAR program for the school year shall be submitted to the Joint Panel not later than ten (10) workdays following completion of the Program of Consultative Assistance. The report shall describe the measures of assistance provided to the Participating Teacher and shall describe the results of the assistance in the area or areas recommended for improvement. A copy of the report shall be provided to the Participating Teacher at the time of submission to the Joint Panel. The report shall be provided to the Joint Panel at least ten (10) workdays prior to the deadline for the formal written evaluation by the administrator/evaluator.
- 13.15.14 With regard to a teacher who has been accepted as a Voluntary Participant, the Assistance Plan set forth in section 9.18.1 of this Article 9 shall focus on the area or areas identified by the teacher. Unless requested by the Voluntary Participant, the Consulting Teacher shall neither submit peer review reports nor a final report of participation to the Joint Panel.
- 13.15.15 A Consulting Teacher who is assigned to assist a Participating Teacher shall receive a stipend of \$2000, plus an additional \$1500 annual stipend per assigned Participating Teacher. Except by mutual agreement, a Consulting Teacher will have no more than two assigned participating teachers.
- 13.15.16 Participating Teachers: A Participating Teacher is a classroom teacher who has been referred to the PAR program as a result of an unsatisfactory rating of the employee's performance in the area of teaching methods or instruction. Referral to and participation in the PAR program is mandatory.
- 13.15.17 If there is a sufficient number of designated Consulting Teachers, a Participating Teacher may inform the Joint Panel of any preference prior to the Panel's assignment of a Consulting Teacher.

- 13.15.18 A Participating Teacher may respond to a Consulting Teacher's final report by written submission. If a Participating Teacher desires to file a written response, the response must be made in writing within five working days of the date of the final report.
- 13.15.19 BTSA Participants: The purpose of participation in the assistance component of the PAR program is to support Beginning Teachers in need of assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession. A Beginning Teacher shall be defined as:
- 13.15.19.1 A fully credentialed 1st or 2nd year teacher.
- 13.15.19.2 Intern Teacher.
- 13.15.19.3 Teacher with Emergency Permits.
- 13.15.20 Confidentiality of the Process: Discussion related to an employee's participation in the PAR program shall be kept in strict confidence by the Joint Panel members, Consulting Teachers, and the Principal (or designated evaluator) of a Participating Teacher.
- 13.15.21 Records: Documents and writings relating to an employee's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Acts (Government Code section 6250 et seq.). Except for a Consulting Teacher's final report regarding an employee's participation in the PAR program pursuant to Education Code section 44500(b)(7), the Joint Panel's recommendation to the Board of Trustees regarding PAR program participants pursuant to Education Code section 44502(a), and any management follow up evaluation and assessment of performance by the employee's Principal or designated evaluator, all other documents relating to participation in the PAR program shall be maintained in a separate file.
- 13.15.22 Liability: As provided by Education Code section 44503(d), a certificated bargaining unit employee who performs functions pursuant to this Article as a Joint Panel member or as a Consulting Teacher shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of Government Code. Pursuant to the terms of the District's liability insurance policy, the employee shall be indemnified and held harmless against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from participation in the PAR program."
- 13.15.23 Bargaining Unit Status: A certificated bargaining unit employee who implements any PAR program functions is not a management or supervisory employee for purposes of the Educational Employment Relations Act.
- 13.15.24 Continuing Discussion: The District and the Association agree to continue discussions on the subject of providing PAR services to permanent teachers who volunteer.
- 13.15.25 Reopening This Article: The parties agree that this Article shall be reopened if either Education Code section 44500 et seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement. Finally, the parties agree that reopening this Article does not reopen the Collective Bargaining Agreement.
- 13.15.26 Termination of the Article: If State funding for the PAR program is eliminated, this Article shall expire and have no force or effect without the need for further action by either the District or the Association. The District shall notify the Association in writing that the PAR program funding has been eliminated.

**ARTICLE 14
PERSONNEL FILES**

- 14.1 The District shall maintain confidential personnel files for all unit members. Such files shall be kept in the care of the Superintendent and his/her designee.
- 14.2 Access to a unit member's personnel file, or copies thereof, shall be limited to the following:
- 14.2.1 The Superintendent and his/her confidential designee(s).
 - 14.2.2 The Unit member.
 - 14.2.3 Representatives of the Association, written authorization by, or in the presence of the unit member.
 - 14.2.4 The Board, at a lawful meeting. An individual Board member may request that the Board review a personnel file in properly noticed closed session unless review in public session is requested by the employee.
- 14.2 While the personnel file itself is the property of the Board, the Superintendent shall provide copies of the file to the unit member or with written authorization to Association representatives no later than two (2) business days after their request.
- 14.3 Contents of the personnel file shall include dates of employment, credentialing information, copies of transcripts, letters of commendation and appreciation, documentation of observations and evaluations of formal and informal evaluations (when a copy has similarly been provided to the unit member), appropriate medical information, letters of application, placement materials and application forms. Other materials will be placed in personnel files only after a copy has been provided to the unit member.
- 14.4 No derogatory letters or other material may be placed in a unit member's personnel file without the unit member's knowledge. Anonymous complaint letters shall not be placed in the personnel file.
- 14.5 Per Education Code 44016(b-1) "Information of a derogatory nature shall not be entered into a unit member's personnel record unless and until the unit member is given notice and an opportunity to review and comment on that information. The unit member shall have the right to enter, and have attached to any derogatory statement, his or her own comments."

**ARTICLE 15
UNIT MEMBER SAFETY AND HEALTH**

- 15.1 The District shall comply with Federal and California Occupational Safety and Health Acts, as amended. Any safety or health claim of a unit member or the Association pursued under Federal or State remedies shall not also be subject to the grievance procedure of this Agreement.
- 15.2 The District shall maintain a standard of heating, cleanliness and lighting conducive to the ability to teach, and generally non-injurious to the health and safety of unit members and the students assigned to their care. Where emergency conditions arise due to weather or mechanical failure, the District shall take such steps as reasonably possible to correct non-standard conditions. These steps may include the temporary closing of school and rescheduling of class meeting dates, locations and times.
- 15.3 The District, as a condition of continuing employment, may require at any time reasonable evidence of the physical or mental ability of a unit member to perform assigned duties, and their freedom from communicable diseases. If the District requires medical examinations to determine physical or mental ability to perform assigned duties, the cost of such examination(s) will be paid by the District.

15.4 Safe Working Conditions

- 15.4.1 Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
- 15.4.2 Upon notification, the District shall eliminate or correct any unsafe or hazardous condition.
- 15.4.3 If any safety training is required, the District may provide it on an in-service day.

**ARTICLE 16
LEAVES**

16.1 Leave Rights

The benefits in this Article are benefits which are in addition to statutory leave benefits and it is understood and agreed that all statutory leave benefits are incorporated into this Agreement.

- 16.1.1 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence shall receive their health and welfare benefits for the remainder of the month in which the leave takes effect. Thereafter, they shall be allowed continued benefits at their own expense.
- 16.1.2 A unit member on a paid leave of absence shall be entitled to receive credit for the annual salary increment provided during his/her leave. A unit member on an unpaid leave shall not receive credit for the period of unpaid leave towards advancement on the salary schedule.
- 16.1.3 A unit member returning from any type of leave shall be entitled to return to the same position left, if that position still exists, or an equivalent professional position for which the person is credentialed.

16.2 Illness/Injury Leave

- 16.2.1 Unit members employed on a full-time basis by either Bishop Elementary School District or the Bishop High School District as of June 30, 2010 shall be entitled to earn eleven (11) days per school year of illness/injury leave available to the unit member from the first work day of each year. Unit members who were not employed on a full-time basis by either Bishop Elementary School District or the Bishop High School District as of June 30, 2010 shall be entitled to earn and accumulate ten (10) days per school year of illness/injury leave available to the unit member from the first work day of each year. Illness/injury leave which is not used shall accumulate from year to year without limit.
- 16.2.2 Unit members who work less than full-time and/or who work during summer session shall be entitled to accumulate and use illness/injury leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
- 16.2.3 In addition to all illness/injury leave entitlement that a unit member may accumulate within the District, he/she shall also be entitled to all unused illness/injury leave which may have been accumulated while employed in a position requiring certification qualifications in another school district.

16.2.4 Unit members may use accumulated illness/injury leave and extended illness leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage or childbirth and recovery there from. The length of such disability leave, including the date on which the leave is to begin, and the date on which the duties are to be resumed, shall be determined by the unit member, and if requested by the District, a physician of the District's selection, to be paid by the District.

16.2.5 Upon exhaustion of all accumulated illness/injury leave credit, a unit member may be granted by other unit members donated accumulated sick leave, up to a maximum of one (1) year.

16.3 Pregnancy/Parental Leave

16.3.1 A unit member shall have the right to utilize illness/injury leave provided for in this Article and the benefits provided for by Section 44977 of the Education Code and the Family Leave Act for absences necessary by pregnancy, miscarriage, childbirth and recovery there from.

16.3.2 The District shall grant, upon request, an unpaid leave of absence to a pregnant unit member prior to the beginning of the disability period of her pregnancy. The unit member may utilize the provisions of the pregnancy disability leave section of this Article when the provisions of that section apply to her.

16.3.3 A leave of absence shall be granted to a unit member without pay for the purpose of raising his/her natural or adopted child, for a period not to exceed one (1) year, with an extension of an additional year at the discretion of the Governing Board.

16.4 Industrial Accident and Illness Leave.

16.4.1 A member of the bargaining unit who sustains an injury or illness arising directly out of and in the course and scope of his/her employment shall be eligible for a maximum of sixty (60) working days' paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.

16.4.2 Payment for wages lost on any day shall not, when added to an award granted under the Worker's Compensation Laws of this State, exceed the employee's full salary for the month. Industrial accident and illness leave shall be reduced by one day for each day of authorized absence, regardless of compensation award made under the worker's compensation. When an industrial accident or illness leave occurs at a time when the leave will overlap into the next fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

16.4.3 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave will be used. If, however, the employee continues to receive temporary disability indemnity under the Worker's Compensation Laws of this State at the time of the exhaustion of benefits under this section, the employee may elect to take as much of the employee's accumulated and available sick leave, which, when added to the worker's compensation award, results in a payment of not more than the employee's regular salary.

16.5 Catastrophic Leave

16.5.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time

to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

16.5.2 "Eligible leave credits" means sick leave accrued to the donating employee.

16.5.3 Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

16.5.3.1 The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the governing board of the school district in which he or she is employed.

16.5.3.2 The governing board of the school district determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.

16.5.3.3 The employee has exhausted all accrued paid leave credits.

16.5.3.4 If the transfer of eligible leave credits is approved by the governing board of the school district, any employee may, upon written notice to the governing board of the district, donate eligible leave credits at a minimum of eight hours, and in one hour increments thereafter.

16.5.4 The rules governing catastrophic leave shall be the following:

16.5.4.1 The maximum amount of time for which donated leave credits may be used, but not to exceed use for a maximum period of 12 consecutive months.

16.5.4.2 Catastrophic injury or illness must be verified.

16.5.4.3 All transfers of eligible leave credit irrevocable.

16.5.4.4 An employee who received paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid catastrophic leave.

16.6 Personal Necessity Leave. A bargaining unit member may use a maximum of ten (10) days of accumulated sick leave in any school year covered by this Agreement for personal necessity without prior approval which may include any of the following:

16.6.1 Death, serious illness, or medical need of a unit member's immediate family, or when additional leave is required beyond the number of days provided for in "Bereavement Leave".

16.6.2 An accident involving the unit member's property or the person or property of a member of the unit member's immediate family.

16.6.3 Imminent danger to the home of a unit member such as flood, fire or earthquake, which the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during his or her assigned hours of duty .

16.6.4 Recognized days of observance of a unit member's personal faith.

16.6.5 Other personal necessity which may be allowed at the discretion of the Superintendent or Superintendent's designee.

16.6.6 Attendance at the memorial service or funeral of a fellow unit member when such service is scheduled during a regular work day.

16.7 Personal Leave. A maximum of ten (10) days of absence per year, chargeable to sick leave, may be used by the employee at the employee's election for the purpose of compelling personal importance. These days are considered a part of the ten "Personal Necessity Days". No more than twelve (12) bargaining unit members may use the personal leave provision of this contract on any given day. Employees will be granted these days on a first-come, first-serve basis, with requests submitted starting on the first workday of the new school year. "Compelling personal importance" is defined to exclude business for profit-related activities.

16.8 Bereavement Leave

16.8.1 A unit member shall be granted leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for five (5) days.

16.8.2 Immediate family shall include, but not be limited to the following: mother (stepmother), mother-in-law, father (stepfather), father-in-law, husband, wife, son (stepson), daughter (stepdaughter), aunt, uncle, brother, sister, grandparent, legal guardian, foster children, grandchild of the unit member or spouse or any person living in the immediate household of unit member.

16.9 Jury Duty Leave

When a unit member is on jury duty, that unit member shall receive his/her regular earnings, provided that the unit member reimburse to the District the jury duty fees received by the unit member. The unit member may retain any mileage reimbursement. The unit member will be released from work without loss of pay for the required hours of jury service. When a unit member is selected to serve on a jury which is expected to serve for more than two (2) weeks, the District will make reasonable efforts to secure any appropriate substitute who will serve for such period in an attempt to provide continuity for the class assigned to the unit member on leave. If a unit member is serving jury duty and has been released for part of a day, the unit member shall report immediately to his or her supervisor and continue service for the remainder of the workday, unless such release is after 11:00 A.M. in Independence or 12 Noon in Bishop. The District and the Association shall recommend to all District unit members that they request that jury duty service be deferred to non-work days.

16.10 Court Appearance Leave

16.10.1 Unit members subpoenaed by the court as a witness in any court action involving the District, or subpoenaed as a witness because of their District duties, shall suffer no loss of compensation for the time they are required by the court to be away from the District.

16.10.2 A unit member subpoenaed by the court as a witness in a case that is not directly related to the unit member's employment in the school district shall, upon request, be granted personal necessity leave. When personal necessity leave has been exhausted, the cost of a substitute shall be withheld from the unit member's pay for each day the court requires that the unit member absent himself from work.

16.10.3 A unit member who is either a plaintiff or a defendant in a case which does not involve the District shall be granted personal necessity leave to appear in court as required by law. When personal necessity leave has been exhausted, the unit member shall be granted unpaid leave to appear in court as required by law.

- 16.10.4 Unit members who appear as litigants against the District in any court action will be granted unpaid leave.
- 16.10.5 Unit members appearing in court on behalf of and/or at the request of the District shall be granted paid leave for whatever time such appearances in court cause the unit members to be absent from work.

16.11 Legislative Leave.

Members of the bargaining unit who are elected to the Legislature of the State of California or United States Congress shall be entitled to an unpaid leave of absence for the length of the term of office plus a maximum of an additional six (6) months. The employee shall be entitled to return to the District at the conclusion of the leave at the salary to which the employee would have been entitled had the leave not occurred. The employee on such leave shall notify the District of the intended return date at least one (1) semester prior to return.

16.12 Unpaid Personal Leave. The District may grant an unpaid leave of absence of a year or less to a tenured unit member requesting such leave for personal reasons if the reasons stated are considered valid by the District. The decision of the District shall be final.

- 16.12.1 Application for an unpaid leave of absence of any length must be made to the Superintendent.
- 16.12.2 A unit member granted an unpaid personal leave by the District may purchase any insurance plan he has in force the day before the leave begins unless the carrier of the unit member's insurance plan prohibits such sale. The period for which such purchase may be made shall be subject to the carrier's limitations.
- 16.12.3 A unit member may apply for and may be granted an unpaid health leave of absence for the remainder of the current school year and up to one additional school year. The unit member shall furnish the District, upon request, a physician's verification of the need for such leave. The District may, at its expense, require additional medical verification.
- 16.12.4 The District may grant a unit member, upon request, and upon the District securing suitable replacement, an unpaid leave of absence for up to one (1) school year to pursue personal endeavors. Unit member granted this leave must inform the District by March 15 of his/her desire to return the next school year following his/her leave.

16.13 Sabbatical Leave. Sections 44966 through 44974 of the Education Code are incorporated into this Agreement, except as supplemented below:

- 16.13.1 The applicant shall be granted up to one school year of sabbatical leave, upon the District securing suitable replacement, so long as the purpose of such leave is to pursue a program of study, research or travel which may be of benefit to the school.
- 16.13.2 The District shall pay not more than three (3) members per year who are on a semester or school year (two semesters) sabbatical leave the difference between his/her scheduled salary and the cost of a long term substitute during the period covered by the leave, plus all normal/customary fringe benefits; additionally, the unit member retains his/her seniority and placement and normal advancement on the salary schedule. A payment schedule shall be developed at least thirty (30) days prior to the commencement of the leave.
- 16.13.3 The unit member will secure a bond to cover the value of the fringe benefits paid to the unit member by the District during the leave. This bond shall be payable to the District in

the event that the unit member fails to return to his/her teaching position following the termination of said leave.

- 16.14 Association Leave. Up to five (5) Association representatives shall have five (5) days of paid leave per year to utilize for its members to attend State or National meetings if those leaves occur during the unit member's work year. These representatives shall be excused from school duties upon five (5) days' advance notification to the Superintendent by the Association President.
- 16.15 Disability Leave. The District may grant an unpaid (other than sick leave pay) leave to any unit member who has been granted a disability allowance from the state Unit members' Retirement System (STRS). This leave, if granted, shall not extend thirty (30) days beyond the final determination of the disability allowance. The unit member may use accumulated sick leave during the period of leave.
- 16.16 Compensation Time. Release for compensation time shall be granted, subject to substitute availability, when the unit member requests such use at least ~~five (5) school days~~ 24 hours in advance from the Superintendent. The District prefers as much notice as possible for use of comp time. Compensation leave may be used for emergencies, when approved by the Superintendent. ~~In such cases, the five (5) day notice may be waived.~~

ARTICLE 17 TANDEM TEACHING

- 17.1 Definition "Tandem teaching" shall refer to two (2) District employees or one (1) District employee and one (1) new applicant sharing one full-time equivalent position, subject to the approval of the site administrator, Superintendent, and the Governing Board.
- 17.2 Selection Process If a teacher must be hired by the District to share an approved tandem teaching assignment, the applicant selected shall have the approval of the on-staff teacher and the District. If selection agreement is not reached, the on-staff teacher may choose to withdraw his/her leave request.
- 17.3 Initial Application Process
- 17.3.1 The proposal shall be submitted to the Superintendent or designee by the applicant(s) no later than eight (8) weeks before the first day of proposed tandem assignment; the eight (8) week timeline may be waived by the Superintendent or designee.
- 17.3.2 A written proposal shall specify in detail the daily minutes worked by each teacher based on a full-time equivalent of a 430-minute school day or the days worked by each teacher based on a 185-day school year. The written proposal shall include:
- 17.3.2.1 Scheduling and division of teaching responsibilities and subject(s) taught.
- 17.3.2.2 Means of planning and communication between the tandem teachers to ensure continuity of instruction and consistency in the classroom.
- 17.3.2.3 Any substituting arrangements to which the tandem teachers agree (e.g., teachers substituting for each other).
- 17.3.2.4 Plans to present their tandem assignment to their students and parents.
- 17.4 Conditions of Tandem Teaching
- 17.4.1 Tandem teaching contracts shall be granted for one (1) school year at a time.

- 17.4.2 All tandem teaching pairs will recognize that the professional day includes a reasonable number of District meetings scheduled beyond the normal working day, including but not limited to staff meetings, Open House, Back-to-School Night, and all required parent conferences.
- 17.4.3 Each tandem teaching pair will be responsible for the equivalent of one (1) full-time duty assignment.
- 17.4.5 Tandem teachers working under a temporary contract do not progress toward tenure or seniority, with certain exceptions, as defined by the California Education Code Sections 44917 through 44920, inclusive.

17.5 Renewal

- 17.5.1 If the tandem teacher with the property rights to the job should request to return to a full-time teaching position, that request shall be granted.
- 17.5.6 The written proposal detailing the arrangement may be waived by the site administrator for repeating tandems if they desire to maintain the existing tandem teaching proposal.

17.6 Compensation

- 17.6.1 Salary shall be determined by a proration of the total of daily minutes worked based on a full-time equivalent 430-minute school day or on the total days worked based on a 185-day work year for which each teacher has responsibility.

17.7 Tandem Teachers

- 17.7.1 A year of teaching service for salary schedule advancement is earned if a tandem teacher, assigned to a contracted position requiring a credential, works a minimum of 438 hours during the school year.
- 17.7.2. Salary shall be determined by a proration of 430 minutes per day.
- 17.7.3 When release from instructional time is provided to full-time teachers for required District in-services, tandem teachers are also required to attend unless otherwise stipulated in the written proposal. Tandem teachers are eligible to receive compensatory time or in-District salary credit (i.e., 15 hours equals one semester unit) equal to the number of minutes representing the difference between his or her normal tandem assignment and a regular full-time equivalent of 430 minutes per day.
- 17.7.4 Tandem teachers, when requiring a substitute, may opt for one of the following choices to provide coverage:
 - 17.7.4.1 Mutually agreeable informal, non-paid trade of hours and teaching assignment with each other.
 - 17.7.4.2 Have the tandem teaching partner substitute and receive compensatory time in lieu of pay. The compensatory time earned will be on a prorata basis of 430 minutes per day.
 - 17.7.4.3 Have the tandem teaching partner substitute, with pay. Pay will be on a prorata basis of the District's Substitute Salary Schedule.

- 17.8 Health and Welfare Benefits Employer contributions for insurance premiums for tandem teachers will be prorated. All tandem teachers must work at least fifty (50) percent of a full-time equivalent assignment to be eligible to participate in the insurance programs. The District will contribute whatever percentage of

premiums is equal to the tandem teacher's working assignment, with the employee paying the remainder. Tandem teachers may elect not to participate.

ARTICLE 18 STAFF DEVELOPMENT

- 18.1 The District and Association agree to the creation of the District Staff Development Committee (“Committee”). The District and Association will appoint an equal number of Committee members (maximum three appointees each).
- 18.2 Committee shall:
- 18.2.1 Assess the needs of the District’s certificated staff as to staff development activities ~~on an annual basis~~ in conjunction with the goals outlined in the annual Local Control Accountability Plan (LCAP).
 - 18.2.2 ~~By March 15 of each year, issue a general Staff Development Program report to the Board of Trustees regarding the year’s activities and/or programs.~~ By October 15th of each year, BTA will appoint one committee member from each site. The Bargaining Unit will notify the District of the names of the committee members.
 - 18.2.3 ~~By April 15 of each year, recommend to the Board of Trustees those staff development activities and/or programs that are consistent with State guidelines for the following school year.~~ No later than April 1st of each year, the team will meet with administration to discuss the LCAP and necessary professional development in line with LCAP goals.
 - 18.2.4 ~~Review the evaluations of participants in each of the staff development activities and/or programs in order to monitor the quality of presentation and materials.~~ By June 15th of each year, plans for staff development activities shall be complete and included in the LCAP goals.
 - 18.2.5 ~~Monitor the “Staff Development Program” budget.~~ Review the evaluation of participants in each of the staff development activities and/or programs in order to monitor the quality of presentation and materials.
- 18.5 Unit members who participate in the staff development activities and/or programs outside of the normal contract year shall be additionally compensated at the unit member’s daily rate or at offered stipend.

ARTICLE 19 ACTIVITIES/ATHLETIC ASSIGNMENTS HIGH SCHOOL AND KEITH BRIGHT SCHOOL

- 19.1 It shall be mandatory for each credentialed high school staff member to be responsible for covering up to three (3) Activities/Athletic events annually as part of his/her professional responsibilities. Such assignments shall be prorated for less than full-time unit members.
- 19.2 Activities/Athletic assignments shall include but not be limited to supervision at athletic contests, academic contests, dances or similar ASB or class and club sponsorship projects. Service in a compensated role (i.e., coach or advisor with stipend) shall not count toward this responsibility.
- 19.3 Each fall, the principal, Athletic Director, A.S.B. Advisor and Association Representative(s) shall meet to survey upcoming needs and create an outline of the year’s duties. Unit members will sign up within the first week of school, committing themselves to an equitable selection of Athletic/Activities assignments.

- 19.3.1 When the District requires additional coverage of events, unit members shall have the option of being paid \$25 per hour or the comp time equivalent of \$25 per hour.
- 19.3.2 Events will be posted for certificated staff coverage first; those events not covered in this manner will be considered “open” for coverage by other District personnel and members of the community.
- 19.4 Employees of Palisade Glacier High School are exempt from this extra duty requirement due to additional unpaid hours required for the Bishop Independent School and various other extra duties specific to Palisade Glacier High School.

**ARTICLE 20
STIPEND POSITIONS**

- 20.1 Supplemental activities coverage shall be compensated at rates in accordance with the title of the activity and up to the number of positions listed below.
- 20.2 Members of the bargaining unit shall continue in their supplemental contract unless:
 - 20.2.1 requested to leave by the District, for proper cause;
 - 20.2.2 the activity is deleted or restricted by the District; or
 - 20.2.3 the unit member requests to leave, prior to April 1 of the preceding year prior to being released.
- 20.3 All supplemental contract openings shall be posted a minimum of seven (7) school days prior to being filled. All unit members who apply shall be ensured an interview for the position prior to its being filled.


**ARTICLE 21
SUMMER SCHOOL**

- 21.1 Anticipated summer school vacancies shall be posted to all unit members no later than May 15 of each year.
- 21.2 When possible, summer school assignments shall be made no later than June 1 of each school year. The District may fill positions from outside of the Association if an insufficient number of qualified unit members respond to the position vacancy announcement.
- 21.3 Notification of assignment to above positions shall be in writing specifying the subject of instruction.
- 21.4 No unit member shall be required to teach summer school classes.
- 21.5 Assignments for the above positions shall be made by seniority, if the District determines all other qualifications to be equal.
- 21.6 It is further agreed that summer school unit members employed by the District for summer session shall be subject to the following wages, hours, terms and conditions of employment. Teachers shall be paid for minutes worked as a proration of the teacher’s daily rate of pay.
- 21.7 All other terms of the contract will be in effect for summer school unit members.

By their signatures below, the signatories certify that they are authorized representatives of either the District of the employee organization as the contracting parties, that all actions necessary for the District or employee organization to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need of further ratification and acceptance.

This Agreement is entered into this 13th day of June, 2022

Bishop Teachers Association
CTA/NEA



Jessica Sharkey
BTA President

Bishop Unified School District



Katherine Kolker
District Superintendent

APPENDIX A - Salary Schedules

BISHOP UNIFIED SCHOOL DISTRICT
Unified Salary Schedule
2022/2023 with 6%

Step	BA + Cred Column b	MA + 15 BA + 45 Column c	MA + 30 BA + 60 Column d	MA + 45 BA + 75 Column e
1	51,021	54,337	57,869	61,630
2	52,806	56,239	59,894	63,787
3	54,654	58,207	61,990	66,020
4	56,567	60,244	64,160	68,331
5	58,547	62,353	66,406	70,722
6	60,596	64,535	68,730	73,197
7	62,717	66,794	71,136	75,759
8	64,912	69,132	73,625	78,411
9	67,184	71,551	76,202	81,155
10	69,536	74,056	78,869	83,996
11	70,405	74,981	79,855	85,046
12	71,285	75,919	80,853	86,109
13	72,176	76,868	81,864	87,185
14	73,078	77,828	82,887	88,275
15	74,905	79,774	84,959	90,482
16	75,842	80,771	86,021	91,613
17	76,790	81,781	87,097	92,758
18	0	82,803	88,185	93,917
19	0	83,838	89,288	95,091
20	0	85,934	91,520	97,469
21	0	0	92,664	98,687
22	0	0	93,822	99,921
23	0	0	94,995	101,170
24	0	0	96,182	102,434
25	0	0	98,587	104,995

Stipend Schedule			
Based on B-1			
Level	% of B1	Stipend	Covered Programs
A	0.875%	\$446	HSMS WEB (2 recipients)
		\$446	HSMS Assistant Coaches
		\$446	Ed Tech PGHS
		\$446	HSMS Track Coach
B	1.625%	\$829	6th Grade Camp
		\$829	Link Crew (2)
		\$829	Grades 2 - 5 Enrichment
		\$829	ICA Arts Advisors
		\$829	Intramural Sports
		\$829	Morning Miles
		\$829	HSMS Honor Society
		\$829	Science Fair (2@HSMS, 1@BES)
		\$829	Spelling Bee
		\$829	K-12 Speech Contest
\$829	Geography Bee		
C	2.475%	\$1,263	HSMS Sports Coach
		\$1,263	Math Madness
		\$1,263	Math Counts
		\$1,263	Ed Tech BES, HSMS, BUHS
		\$1,263	Success Teacher (Not Lead)
\$1,263	Choir		
D	3.100%	\$1,582	ASB Ambassadors
		\$1,582	BUHS Drama Club
		\$1,582	BES Dual Teacher Stipend
E	4.325%	\$2,207	PLC Leaders
		\$2,207	History Day
		\$2,207	CTI
		\$2,207	Mathletes
		\$2,207	Success Lead Teacher
		\$2,207	Department Chair
		\$2,207	BUHS Student Senate
\$2,207	HSMS AVID Advisor		
F	5.225%	\$2,666	HSMS Drama Club
		\$2,666	BUHS Ag Program
		\$2,666	HSMS Yearbook
G	6.125%	\$3,125	Drill Team/Color Guard
		\$3,125	HSMS ASB Advisor
		\$3,125	HSMS Athletic Director
		\$3,125	Elementary Band
		\$3,125	BUHS Band
		\$3,125	BUHS Yearbook
		\$3,125	Maker Space Advisor
		\$3,125	Senior Advisor
		\$3,125	BUHS AVID Advisor
H	8.475%	\$4,324	BUHS ASB
I	11.475%	\$5,855	BUHS Athletic Director
		5,855	Ag Program Lead Advisor

APPENDIX C

**Bishop Unified School District
TEACHER SUMMATIVE EVALUATION**

Employee _____ Assignment(s) _____

School/Department _____ Date _____

MX – Meets or Exceeds	N* - Needs to Improve	U* -
Unsatisfactory		
*comments required		

MX N* U* 1.0 ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING

- 1.1 Connects students' prior knowledge, life experiences, and interests with learning goals.
- 1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs.
- 1.3 Facilitates learning experiences that promote autonomy, interaction, and choice.
- 1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.
- 1.5 Promotes self-directed, reflective learning for all students.

Comments _____

MX N* U* 2.0 CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 2.1 Creates a physical environment that engages all students.
- 2.2 Establishes a climate that promotes fairness and respect.
- 2.3 Promotes social development and group responsibility.
- 2.4 Establishes and maintains standards for student behavior.
- 2.5 Plans and implements classroom procedures and routines that support student learning.
- 2.6 Uses instructional time effectively.

Comments _____

MX N* U* 3.0 UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING

- 3.1 Demonstrates knowledge of subject matter content and student development
- 3.2 Organizes curriculum to support student understanding of the subject matter.
- 3.3 Interrelates ideas and information within and across subject matter areas.
- 3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter.
- 3.5 Uses materials, resources, and technologies to make subject matter accessible to students.
- 3.6 Adheres to District curriculum and content standards.

Comments _____

MX N* U* 4.0 PLANS INSTRUCTION AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS

- 4.1 Draws on and values students' backgrounds, interests, and developmental learning needs.
- 4.2 Establishes and articulates goals for student learning.
- 4.3 Develops and sequences instructional activities and materials for student learning.
- 4.4 Designs short-term and long-term plans to foster student learning.

4.5 Modifies instructional plans to adjust for student needs.

Comments _____

MX N* U* 5.0 ASSESSES STUDENT LEARNING

- 5.1 Establishes and communicates learning goals for all students.
- 5.2 Collects and uses multiple sources of information to assess student learning.
- 5.3 Involves and guides all students in assessing their own learning.
- 5.4 Uses the results of assessment to guide instruction.
- 5.5 Communicates with students, families, and other audiences about student progress.
- 5.6 Provides evidence of employee performance as it reasonably relates to the progress of students toward grade level standards.

Comments _____

MX N* U* 6.0 DEVELOPS AS A PROFESSIONAL EDUCATOR

- 6.1 Reflects, plans, and establishes professional goals; pursues opportunities to grow professionally.
- 6.2 Works with colleagues to improve professional practice.
- 6.3 Conducts timely and effective conferences with students, parents, and support personnel concerning individual student needs.
- 6.4 Adheres to District/school policies and rules.
- 6.5 Accepts and fulfills instructional duties and responsibilities in a timely and effective manner.
- 6.6 Accepts and fulfills non-instructional duties and responsibilities (e.g. attendance, punctuality, supervision, meetings, committees, etc.) in a timely and effective manner.

Comments _____

***COMMENDATIONS AND/OR RECOMMENDATIONS:** Additional pages attached: Yes ___ No ___

Recommended for continued service for
 Recommended for continued service, But improvement needed.
 Not recommended continued service

Signature of Employee _____ Date _____

Signature of Evaluator _____ Date _____

This evaluation has been discussed with the employee. The teacher's signature acknowledges receipt of this document and does not necessarily indicate agreement with the report. I understand that I may, within ten (10) working days of my signature, make a written response to this evaluation.

2/09

**BISHOP UNIFIED SCHOOL DISTRICT
ALTERNATIVE TEACHER EVALUATION**

Employee Name:	Site:	Evaluating Administrator:
Title/Subject/Grade Level:	Date of Conference:	

PARTICIPATION CRITERIA

- Permanent Teacher with a minimum of 5 years of service with the District.
-
- Mutual Agreement for participation in Alternative Evaluation Process by Administrator and Certificated employee. If the Administrator and Certificated employee mutually agree to utilize the Certificated Evaluation Instrument, that transition will take place following the completion of the Mid-Project evaluation.

TYPE OF PROJECT (See pages 4 and 5 for description)

<input type="checkbox"/> Action Research Project	<input type="checkbox"/> National Board Certification Process
<input type="checkbox"/> Development of Curriculum Unit or Course	<input type="checkbox"/> Self-Directed Professional Growth
<input type="checkbox"/> Lesson Study	<input type="checkbox"/> Site Leadership Role
<input type="checkbox"/> Mentoring or Peer Coaching	<input type="checkbox"/> Other

DEADLINES

- Project description submitted and discussed with administrator by October 31.
- Mid-project evaluation half way through the project timeline.
- Final evaluation of the project no later than thirty (30) days before the last day of school.

GOAL

What goal(s) will be met through your self-directed growth plan?

PLANNED RESULTS/OUTCOMES

What results do you plan to accomplish for each goal?

IMPLEMENTATION

What strategies/activities will you use to reach your stated goals?

What training or professional development will be completed as part of this project?

EFFECTIVE INSTRUCTION AND INCREASED STUDENT ACHIEVEMENT

Describe how your project will promote effective instruction and increased student achievement.

ADMINISTRATIVE SUPPORT

Describe the administrative support needed for this project.

Check here if only informal observations are required.

If formal classroom observations are part of this project, when should they be scheduled?

(1) _____ (2) _____

If observations of other professional activities (presentations, trainings, meetings) are requested, when should they be scheduled?

(1) _____ (2) _____

Evaluator's Signature

Date

Evaluatee's Signature

Date

PROJECT OPTIONS

ACTION RESEARCH PROJECT

This option will allow a teacher to work on a question he or she may have in regard to classroom performance, student needs, or the impact of various teaching methods on learning. The information gathered by the teacher will then be used to improve teaching and student learning. Classroom-based research can be self-directed or done by group of teachers who have a common interest/question to be researched.

DEVELOPMENT OF CURRICULUM UNIT OR COURSE

This option will provide a teacher with the opportunity to develop an extensive curriculum unit of study directly tied to grade level content standards in any subject area.

LESSON STUDY

This option will allow teachers the opportunity to engage in a professional development process to systematically examine their teaching practices. The teacher will work cooperatively with other teachers to plan, teach, observe and critique their lessons based on a selected overarching goal and related research question they want to explore.

MENTORING OR PEER COACHING

Mentors are trusted and experienced practitioners who have an interest in the development of less experienced individuals. Both mentors and mentees can improve professional knowledge, skills, and attitudes by working together. The teacher choosing this option will focus the goals on the areas of growth he/she will accomplish by guiding the growth of another teacher. The mentor will experience the personal challenge that comes from analyzing and reflecting on instruction in order to be able to share that expertise with a colleague. This mentoring relationship is founded on trust, honors, confidentiality, and is **not** evaluative.

Peer coaching is the process through which two professionals work collegially toward a refinement of professional practices, sharing their knowledge of best practices and supporting each other for the purpose of learning new skills. The partners may share common interests or questions about content/pedagogy. Their interaction is based upon an on-going, regularly scheduled dialogue about lesson planning, instructional strategies, and each partner's reflection on his/her own teaching. The partners may or may not choose to actually observe each other in action. For this option to work best, both partners must be committed to facilitating each other's learning and growth. This peer relationship is founded on trust, honor, confidentiality, and is **not** evaluative. The best peer coaches are individuals who communicate well, are open minded, and strive to improve their teaching skills.

NATIONAL BOARD CERTIFICATION PROCESS

The National Board process is very rigorous and tests the teacher's competence in all domains. This option is a logical choice for teachers who have taken on that challenge. The teacher and administrator should set the project goals to reflect areas of interest of the teacher and should have a minimum of one (1) mid-project conference focusing on progress.

SELF-DIRECTED PROFESSIONAL GROWTH

This option will appeal to teachers who wish to engage in workshops, seminars, or classes to expand their personal repertoires of subject matter content or pedagogical strategies. Many teachers are engaged in professional development activities tied to a school-wide goal and others prefer to chart their own courses of study. Some teachers may use this option as an opportunity to align their lesson plans with academic standards and design appropriate assessments. While making sure the action plan is closely connected to specific teacher performance standards, the teacher and administrator will find this option to be highly flexible.

SITE LEADERSHIP ROLE

This option will provide teachers the opportunity for instructional leadership. Such leadership would involve development and organization of programs that will positively impact instruction and student achievement. These roles might include, but are not limited to, department or grade level Professional Learning Community lead, Student Study Team Coordinator, GATE Coordinator, Instructional Technology Coordinator, or Literacy Specialist.

**BISHOP UNIFIED SCHOOL DISTRICT
MID-PROJECT CONFERENCE ALTERNATIVE TEACHER EVALUATION**

Employee Name:	Site:	Evaluating Administrator:
Title/Subject/Grade Level:	Date of Conference:	

EVALUATEE

Describe your progress on the goals and objectives at the mid-project point. Include challenges and successes at this point in the project.

Describe the aspects of the project to be complete by the end of the project.

Describe the growth as a professional educator that you feel you have made midway through the project.

EVALUATOR

Describe the progress you have observed on the goals and objectives at the mid-project point. Include guidance for achieving more success.

Describe the possible steps to include in the second half of the project, based on the work completed.

- Utilize standard Certificated Evaluation Instrument for the remainder of this evaluation cycle. A written explanation for this transition is provided below.

Evaluator's Signature

Date

Evaluatee's Signature

Date

**BISHOP UNIFIED SCHOOL DISTRICT
FINAL CONFERENCE ALTERNATIVE TEACHER EVALUATION**

Employee Name:	Site:	Evaluating Administrator:
Title/Subject/Grade Level:	Date of Conference:	

EVALUATEE (Attach a brief summary of this year's project).

Describe your progress on the goals and objectives, including specific examples of success.

Describe how implementing the components of your project affected student learning. Include specific examples and evidence of success.

Describe the growth as a professional educator you feel that you have made as a result of the project.

What do you see as your next steps in professional development as a result of this project?

EVALUATOR

Describe the professional growth that you have observed over the course of this project.

Describe the project extensions that the evaluate could pursue. Describe the possible learning activities that might provide challenges in the future.

Evaluator's Signature

Date

Evaluatee's Signature

Date