

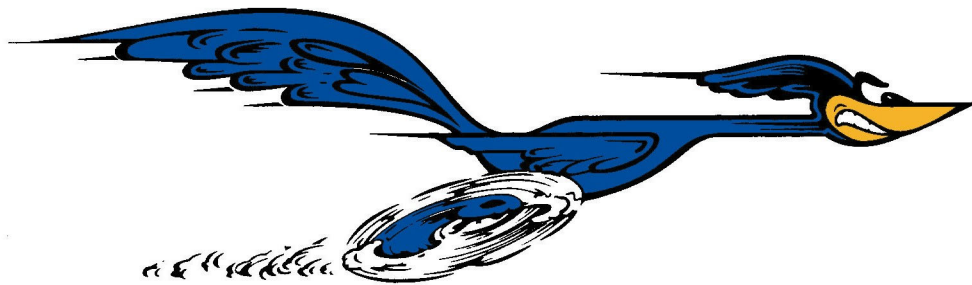
COLLECTIVE BARGAINING AGREEMENT

Between

BUTTONWILLOW UNION SCHOOL DISTRICT

And

**BUTTONWILLOW TEACHERS
ASSOCIATION/CTA/NEA**



Home of the Roadrunners

JULY 1, 2021– JUNE 30, 2024
(August 2023)

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ARTICLE I AGREEMENT

The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the BUTTONWILLOW UNION SCHOOL DISTRICT ("District") and the BUTTONWILLOW TEACHERS ASSOCIATION/CTA/NEA ("Association"), a teacher organization.

ARTICLE II RECOGNITION

For collective bargaining purposes, the District recognizes the Association as the Exclusive Representative of all regularly employed probationary and permanent certificated teachers, State Preschool Teachers, Speech Pathologist, long-term substitutes and temporary teachers of the District, excluding the school psychologist, management, confidential, day-to-day substitutes, and supervisory employees.

ARTICLE III COMPENSATION

SALARY SCHEDULE

A. For the 2023-2024, school year, the 2022-2023 Certificated Salary Schedule (Appendix A) and Certificated Preschool Teacher/Coordinator (Appendix A-1) will be increased by seven percent (7%). The effective date for the 2023-2024 Certificated and Certificated Preschool Teacher/Coordinator Salary Schedule shall be effective first day of paid service in the 2023-2024 school year. The 2023-2024 Certificated and Certificated Preschool Teacher/Coordinator Salary Schedules are attached as Appendices A and A-1.

1. Step and column movement shall be provided for each eligible teacher during each year that this Agreement is in effect. Column movement is accomplished as provided in paragraph B of this Article.

2. Stipends for additional degrees, credentials, and/or certifications are as follows:

a.	Master's Degree:	\$2,000
b.	Special Education Certification:	\$2,000
c.	BCLAD Certification or Equivalent (Complete)	
	Teachers hired before October 1, 2013:	\$1,000
d.	CLAD Certification	
	Teachers hired before October 1, 2013:	\$ 500

B. Salary Schedule Placement/Advancement: Teachers new to the District must file an official copy of all transcripts on or before October 30. A request for recognition of units currently under way or planned for completion prior to June 30 must be on file at the time the offer for employment is accepted.

1. All proof of experience letters must be on file with the District office prior to October 30.

2. In determining the placement of a current employee, an official transcript of all units must be submitted to the office of the District Superintendent on or before December 1 to be considered for advancement on the salary schedule. A notice of intent to file said units must be filed in the office of the District Superintendent not later than April 1 of the preceding school year.

3. All semester units for advancement shall be based on bona fide courses at a WASC accredited college or university which are those which require:

Specific amounts of time required in class attendance;
Tests given and used in determining grades;

Required production of class term papers or products used in determination of class grades;
Or individual study or field study programs with specific products produced for use in determining student grades.

4. Salary schedule credit shall not be granted for any course if the District has subsidized any of the costs for the course (i.e., tuition, enrollment fees, travel or related expenses).

C. Upon approval by the District Superintendent, credit for advancement on the salary schedule shall be earned by credential holders for professional development activities. Fifteen (15) clock hours of completed work shall be considered the equivalent of one semester unit. For each 15 clock hours of completed professional development activities, advancement on the salary schedule shall take place as though one semester-unit of college credit had been earned. Credit for advancement through professional development activities shall be limited to the equivalent of 3 semester units per column movement.

1. A clock hour for purposes of credited professional growth activities shall be the actual time spent in the activity, including preparation time spent if a presenter of the course.

2. College, university, or equivalent courses shall be credited as at least 15 clock hours for each semester unit, 10 clock hours for each quarter unit, 13 clock hours for each trimester unit, or the actual number of class/lab hours required, whichever is greater.

3. Association activities which comply with Education Code section 44277, et seq., shall be allowed as professional growth activities. Upon the request of the credential holder, the president of the Association shall provide verification of participation or completion.

4. Nothing in the professional growth requirements or procedures shall be a part of or modify the performance evaluation period.

INSURANCE PACKAGE

D. Insurance Package: Effective at the earliest reasonable date after ratification and acceptance, the District will provide the following packages of medical, dental, and vision coverage for each full-time certificated employee: 40012 C (80-E \$20, Navitus 7-25)

- SISC Health Savings Account A
- 40012 J (80-G \$30, Navitus 200/10-35)
- All of the above will also include VSP C \$10 and Delta Dental DD 1500 or Delta Dental PPO 3000, A 100/2000

1. For the 2023-2024 benefit plan year, the District's maximum health and welfare contribution for each full-time certificated bargaining unit employee is \$16,000.00. Certificated bargaining unit employees selecting a single medical plan shall receive \$2,000 out of the \$16,000.00 for cash payment. Any excess health and welfare contribution shall be contributed to a group health and welfare fund.

2. The District's maximum health and welfare contribution shall be prorated for certificated bargaining unit employees working less than full time. The District's maximum health and welfare contribution shall also be prorated for certificated bargaining unit employees hired mid-year.

3. The District's payment to eligible employees as referenced in paragraph 1, shall be payable in June and only those certificated bargaining unit employees who selected a single medical plan for the full benefit plan year shall be eligible for that payment.

E. In return for these fringe benefits and payment of the premiums, the District shall be entitled to select the funding system for the above-specified benefits.

1. There shall be no change in provider(s) without prior notice and agreement of the Exclusive Representative.

2. No in-lieu payments or contributions to programs other than those the District provides shall be paid by the District for any teachers who elect not to subscribe to the benefits provided by this Article.

F. Retiree Insurance Coverage: For qualified employees who retire from the District between 55 and 65 years of age, the District will pay the dollar amount required to provide health insurance coverage equivalent to that provided to active district employees. Those retirees will be placed in an insured retiree group that receives the identical coverage as the active district employee group. Coverage will be provided until the retiree's 65th birthday.

To be eligible for coverage and premium payment, early retirees must have been considered full-time employees and fulfilled at least twelve (12) years of consecutive full-time employment in the District immediately prior to retirement. Early retirees must qualify for and participate in the State Teachers' Retirement System (STRS) and qualify under any other legal requirements for the purpose of monthly deductions to pay the difference between the District's contributed portion and the total premium costs. All insured retirees must adhere to SISC underwriting guidelines. Leaves of absence approved by the District Board of Trustees shall be considered employment for the purpose of meeting the requirement of twelve (12) years of consecutive full-time employment in the District immediately prior to retirement.

Certificated employees hired on or after July 1, 2017, shall receive the retiree medical coverage provided above upon fulfilling at least fifteen (15) years of consecutive full-time employment in the District immediately prior to retirement.

G. Pro rata Contribution: For teachers whose assigned workday is less than the normal workday but at least one-half the normal workday, the District shall prorate its contribution for fringe benefits based upon the ratio of the teacher's workday to a full-time teacher's workday.

H. The District may offer a resignation or retirement incentive to bargaining unit employees. The District will meet and consult with the Association concerning the terms of the incentive before disclosing the terms of resignation or retirement incentive to bargaining unit employees.

ARTICLE IV RETAINED RIGHTS

A. It is understood and agreed to by the Association that the power and the responsibility to manage, control, and direct the operations and affairs of the District are reserved exclusively to the District and the Board of Trustees, except as they are expressly and specifically limited by the terms of this Agreement, and then only to the extent authorized by law.

B. It is further understood and agreed that the decision of the District and/or its agents to act or fail to act with respect to any power, right, authority, or responsibility not specifically limited in writing by this Agreement, is not a proper cause for the grievance procedure provided herein, unless such action or failure to act results in the allegation that a separate specific article of this Agreement has been violated.

ARTICLE V STRIKE PROHIBITION

The Association, its officers, agents, representatives, members, or employees agree that strikes, sick-ins, slow-downs, and other concerted activities are violations of this Agreement; and for the terms of this Agreement, there shall be no strikes, sick-ins, slow-downs, or other concerted activities to withhold services by any members of the unit.

ARTICLE VI ASSOCIATION RIGHTS

- A. The Association shall have the right to use school bulletin boards, mail boxes, and meeting rooms in each school, provided such use does not conflict with or disrupt school business or commitments. Prior notification for such use shall be given when possible.
- B. School Board Minutes. The District shall provide the Association with a complete agenda, minutes, and all accompanying documents included as received by board members, for regular meetings (48 hours in advance) and special meetings (24 hours in advance) of the Board of Trustees, excluding closed session information or materials.
- C. Not later than October 15, the District shall furnish the Association with the placement of personnel on the respective salary schedules as of October 5.
- D. Upon a reasonable request from the Association for specific documents pertaining to matters within the scope of representation, the District shall provide two (2) copies of such documents to the Association within four (4) workdays of the request being made.

ARTICLE VII
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general Association assessments. Pursuant to that authorization, the District shall deduct 1/12 of those dues from the regular salary check of the unit member each month for 12 months. Deductions for unit members who sign authorizations after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Any unit member who is a member of the Association shall maintain that membership for the duration of the Agreement.

B. Upon written authorization from the teacher, the District shall deduct from the teacher's salary and make appropriate remittance for any of the following items: credit union payments/contributions; TSA contributions; Health Savings Account or health insurance pool contributions; income-protection insurance payments; Association dues; health, dental, and vision insurance contributions; accident insurance payments; savings bonds payments; and charitable organization contributions.

C. The Association and the District agree as follows:

1. The Association agrees to pay to the District all legal fees and costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of maintenance of membership provisions of this Agreement (or their implementation), provided that the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

2. The Association shall hold harmless and indemnify the District, its officers, agents, and employees from any award, compromise, damages, or liability arising out of any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of maintenance of membership provisions of this Agreement (or their implementation), provided that the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE VIII GRIEVANCE PROCEDURE

A. Miscellaneous Provisions

1. A grievance shall mean an allegation that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement. A grievant shall be an employee covered by this Agreement or the Association.
2. Any employee can present grievances on official grievance forms to the District and have such grievances adjusted without intervention of the Exclusive Representative as long as the adjustment is not inconsistent with the terms of this Agreement; provided, however, that the District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
3. Once a grievance has been initiated, all matters of dispute relating to it, which occur during the processing of the grievance, shall become a part of the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could be included in the first grievance.
4. At all formal levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.
5. Representatives of the Exclusive Representative participating in the grievance shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative.
6. All materials pertinent to a grievance shall be kept in a file separate from the employee's personnel file. This file shall be available to the employee.
7. No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation.
8. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level. Failure of the District or its representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the remedy sought by the grievance.
9. Time limits may be extended or shortened by mutual agreement of the grievant and the District.

10. All time limits suggested are days when the District office is normally open for business.

B. Informal Level. Each formal grievance shall be preceded by an informal attempt by the employee to settle whatever problem exists at the appropriate level prior to the filing of the formal grievance.

C. Formal Level

1. Level One. Within 15 workdays of the occurrence of the alleged violation, misinterpretation, or misapplication of the Agreement, the grievant must present the grievance in writing to the immediate supervisor. The grievance shall contain a clear, concise statement of the problem and the circumstances involved, reference to the specific contract article and paragraph, summarize the informal conference, and list the specific remedies sought by the grievant. Within 15 days of the receipt of the grievance by the supervisor, the supervisor shall communicate a clear and concise decision and the reasons for such decision to the grievant in writing.

2. Level Two

a. In the event that the grievant is not satisfied with the decision at level one, a written appeal to the Superintendent or designated representative shall be filed within fifteen (15) of the issuance of the level-one decision or the deadline within which such decision was to be made.

(1) The appeal shall contain all materials utilized in the first level, including the decision rendered, if any, and a specific and precise statement for the reason for the appeal.

(2) The Superintendent or designated representative shall meet with the grievant and the representative, if the grievant so desires, within fifteen (15) days of the receipt of the appeal.

(a) Either party, on written notice to the other party, within fifteen (15) workdays of the filing of the level-two appeal, may request conciliation through the California State Conciliation Services in lieu of the meetings specified herein.

(b) If a conciliator is not available within a time acceptable to the grievant, the meeting specified in paragraph C.2.a.(2) of this Article shall be held.

(c) The conciliator shall attempt to find a mutually acceptable resolution of the grievance.

(d) The conciliator shall not issue any public statement of fact or opinion on the matter in question.

(e) The conciliation or settlement positions of either party shall neither be made public nor be introduced into any other grievance level by the other party.

b. Within 15 days of receipt of the appeal, 15 days of the meeting with the Superintendent and the grievant, or within 15 days of the conciliation meeting, a written decision shall be transmitted to the grievant. If there is no written decision within the specified time limit, the grievant may proceed to the next level.

3. Level Three. If the grievance is not resolved through conciliation or if the grievant is not satisfied with the conciliation efforts, the grievant may appeal to the Board of Trustees within fifteen (15) workdays of the conciliation session. The Board shall hold a hearing on the matter and make a determination on the grievance at the next regularly scheduled board meeting.

4. Level Four.

a. If the grievant is not satisfied with the decision at level three or paragraph C.2.b of this Article, the Exclusive Representative may, within ten (10) days, submit the grievance to binding arbitration under the provisions of the voluntary labor arbitration rules of the American Arbitration Association. If the grievant is satisfied with the results of Level Three, or any prior level, the Exclusive Representative is barred from instituting the arbitration procedure.

b. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).

c. The arbitrator shall have no power or authority to hear cases challenging any of the following issues:

(1) The termination of services or failure to re-employ a probationary employee.

(2) The placement of a newly hired teacher on probationary status.

(3) The termination of services or failure to re-employ an employee in a position for which extra compensation is received.

(4) The content of the employee's evaluation.

(5) The District's right to promulgate rules, policies, or procedures for the implementation of this Agreement, unless such rules are violative of this Agreement.

d. The arbitrator's decision shall set forth findings of fact, reasoning, and conclusion on the precise issue(s) submitted. In rendering the decision, the arbitrator shall have the following limits:

(1) Where the District has made a judgment regarding the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement. The arbitrator's judgment shall not be substituted for the judgment of the District.

(2) The arbitrator shall not issue statements of opinion or conclusion not essential to the determination of the issue(s) submitted.

(3) The arbitrator's decision may include restitution, financial reimbursement, or other proper remedy, but shall not include penalties, damages, fines, or interest payments.

(4) The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures in this Agreement.

e. The decision of the arbitrator shall be submitted to the Board of Trustees and the Association for implementation.

f. The parties shall share the cost of the American Arbitration Association administration fee and the fees of the arbitrator. Each party shall bear all costs of preparing and presenting its own case.

g. Until final disposition of the grievance takes place, the grievant is required to conform to the original decision of the supervisor.

h. With the mutual agreement of the District and the Association, the arbitration may be held under the expedited rules of the American Arbitration Association.

ARTICLE IX CLASS SIZE

Class sizes will be maintained in accordance with Education Code section 41376.

ARTICLE X HOURS

A. The length of the regular teacher workday, including preparation time, lunch, relief periods, and time required before and after school, shall not exceed seven and one quarter (7¼) hours. Work hours are regularly from 8:00 a.m. to 3:15 p.m. with the following exceptions:

1. Teachers may leave 15 minutes after TK-8 grade students are dismissed before holidays, Fridays, and minimum days. Minimum days for in-service shall be excluded.

2. Additional minimum days will include: the day of the Winter Program and Open House. If the District does not use the two allocated fog days, additional minimum days may be scheduled the last week of school.

3. The District shall be entitled to require teachers to engage in a reasonable and equitable number of extracurricular duties for which they shall receive no additional compensation during and beyond the regular seven and one quarter (7¼) hour day, which shall include bus duty, playground duty, sidewalk duty, attendance at in-service meetings, and faculty meetings.

4. The following duties shall be assigned on a voluntary basis: parent club meetings and participation in student clubs and activities. If there are no volunteers, they shall be assigned on an equitable and rotating basis.

5. The maximum hours of extracurricular duties identified in paragraphs A.2 and A.3 of this Article beyond 3:15 p.m. shall be limited to 20 hours per school year.

6. The extra-duty rate of pay is \$50.00.

7. Teachers shall provide a maximum of 310 minutes of classroom instruction per school day. These minutes may be shortened by a minimum day, in-service day, or other special day as determined by the administration.

B. TK- 8 unit members shall have a preparation period which will be provided before student instruction, after student dismissal, and before the end of the workday.

C. Teachers shall be provided with a duty-free lunch period, a minimum of 30 minutes. However, the lunch period shall be no more than 45 minutes.

D. When there is a delayed school opening due to fog or other inclement weather, teachers shall report to work as soon as safely possible, and no later than thirty (30) minutes before the start of the student school day. Teachers who are unavoidably delayed in arriving at school at least thirty (30) minutes before the start of the student

school day are to contact and advise the school secretary of their delay as soon as possible.

E. Permanent status teachers shall be on duty 183 school days per school year. Probationary status teachers shall be on duty 186 school days per year. They shall provide a maximum of 180 days of student instruction per school year. In the event the calendared instruction days are not completed to meet the 180-day student instruction requirement, the District will consult the Association with regard to make-up day(s).

ARTICLE XI LEAVES

A. Definition of "Family." For purposes of this Article, the teacher's immediate family shall be defined as mother, mother-in-law, father, father-in-law, stepmother, stepfather, foster parent, grandmother, grandfather, aunt, uncle, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchildren, foster children, and stepchildren of the teacher or the teacher's spouse, or any other relative living in the teacher's immediate household. Pursuant to Family Code sections 297 and 297.5(a)-(c), or successor statutes if applicable, the term "spouse" includes a registered domestic partner. An employee who claims any benefit pursuant to the terms of this Article or this Agreement must have proof of the registered domestic partnership on file with the District.

B. Sick Leave. Each teacher shall be entitled to ten (10) days of paid sick leave each year. Unused sick leave shall accrue from school year to school year. At the beginning of each school year, each teacher shall receive a sick leave allotment credit equal to his sick leave entitlement for the school year. A teacher may use his credited sick leave at any time during the school year. The District may require verification of the illness by requesting a signed statement from the unit member or other person having knowledge of the illness if a unit member has been on sick leave for five (5) or more consecutive days. The district shall provide each teacher with a written statement of his/her accrued sick leave total and his/her accrued sick leave for the school year. Such statement shall be provided not later than October 1 of each school year.

C. Pregnancy Leave

1. Each female employee shall be entitled to a leave of absence for the period of time she is required to be absent by reason of physical incapacity due to pregnancy or child birth or conditions related thereto. The teacher shall be entitled to use her accumulated sick leave and benefits allowable under appropriate sections of the Education Code on the same basis provided for any other illness or injury. The following rules shall apply:

a. The period of leave, including the date on which the leave shall begin, shall be determined by the teacher and her physician.

b. A statement from the teacher's physician as to the beginning date of the leave shall be filed with the Superintendent. This date shall be based upon the teacher's ability to render full service in her current position.

c. The date of the teacher's return to service shall be based on her physician's written statement.

2. A male teacher will be allowed two (2) days of paid leave upon the birth of his child.

D. Personal Business Leave. A teacher shall be entitled to use up to ten (10) days annually during which he or she may be absent from his or her regularly assigned duties for the purpose of conducting personal business. Personal business days do not accrue from year to year.

1. Advance notice for personal business leave shall be made in writing by the teacher to the District at least five (5) working days in advance of the day the leave is to begin, unless the necessity involved is an emergency and, therefore, five (5) working days advance notice is not possible. In emergency cases, written notice shall be made as soon as possible.

2. The use of personal business leave time shall be charged against the credited and/or accumulated sick leave in the employee's sick leave account

3. Personal business leave cannot be used to extend vacation periods or for vacation, recreation, personal gain, or for withholding services from the District.

4. Leave shall be denied only if such leave would cause a hardship to the functioning of the school. Reasons for denying such leave shall be given orally at the time of the denial and will be given to the employee in writing within three (3) working days upon request by the teacher.

5. No more than five (5) personnel business leave days may be taken on a Friday or Monday. The District will email each teacher with a monthly update of leave usage and days. The monthly update will be provided by the close of business on the end of the month payroll date.

E. Bereavement Leave. Every unit member shall be entitled to a paid leave of absence of five (5) days on account of the death of a teacher's family member (as defined in paragraph A of this Article). This leave shall not be deducted from sick leave. Bereavement leave shall be used before personal necessity leave days are used for the purposes allowed pursuant to this paragraph. The Superintendent shall have the discretion to grant the full or partial bereavement leave to a unit member for the death of a person other than a member of the unit member's family as defined in this Article. This leave shall not be cumulative.

F. Jury Duty Leave. A teacher may be entitled to as many days of leave necessary for jury duty. The teacher shall pay to the District all monies received for jury duty except those fees paid for mileage and in return shall suffer no loss of salary or other benefits.

G. Health Leave. The District shall grant a teacher, upon written request, an unpaid leave for health reasons. Such leave shall be for a maximum of one school year. A statement by the teacher's physician, to the effect that the teacher is entitled to such leave, shall be furnished at the District's request. The teacher shall provide the doctor's release statement at least four (4) weeks in advance when possible.

H. Industrial Accident and Illness Leave. A teacher shall be entitled to industrial accident leave in the amount of 60 days during which the schools of the District are required to be in session, or when the teacher would otherwise have been performing work for the District, in any one fiscal year for the same accident. Upon certification of continuing disability, a teacher may be granted an additional 20 days' leave under the provisions of this paragraph, upon application to the District. Such benefits are in addition to other sick leave benefits provided by the District. The District's report of an industrial accident or illness shall be kept on file in the district office.

I. Study Leave. The District may grant the teacher an unpaid leave of absence to pursue educational improvement and advancement of benefit to the District. Such leave shall be for a minimum of one semester and a maximum of one school year. A teacher shall apply for such leave no later than six (6) weeks before its anticipated commencement.

J. Miscellaneous. Unless otherwise provided in this Article, a teacher on paid or unpaid leave of absence shall be entitled to the following considerations:

1. Upon returning from leave, every reasonable effort will be made to reinstate the teacher to the same position the teacher held at the time leave was granted or to a comparable assignment. After such effort is made, if it is determined by the District that in order to meet the educational needs of the District it is necessary to reassign the returning teacher to a different position, such assignment shall be made.
2. Receipt of credit for annual salary increments, if any, provided the teacher worked 50 percent of the days during the school year in which the leave began.
3. Upon written request, the District may extend a teacher's health leave, study leave, or childbearing leave up to a maximum of one school year.
4. Any teacher who seeks an extension of childbearing leave shall make an application not later than two weeks preceding the expiration of their original leave.

K. Extended Illness. If a teacher has utilized all of such teacher's accumulated sick leave and is still absent on account of illness or accident for a total of five (5) school months or less, then the amount of salary deduction in any month shall not exceed the sum which was actually paid a substitute or one-half of the teacher's regular daily salary, whichever is less, or if no substitute teacher was employed, the amount which would have been paid to the substitute had one been employed. The District shall make every reasonable effort to secure the services of a substitute teacher.

L. Court Appearances. A teacher shall not suffer loss of salary or benefits when appearing in court in a legal proceeding in response to a lawful summons or subpoena. This paragraph shall not apply to proceedings in which the teacher is a plaintiff.

M. Family Medical Leave Act. The District agrees to abide by all state and federal laws under the Family and Medical Leave Act of 1993 ("FMLA") (29 U.S.C. sections 2601, et seq.) in conjunction with the leaves provided pursuant to this Article.

N. Child Bonding Leave. Child bonding leave will be provided to the extent required by Education Code section 44977.5.

ARTICLE XII VACANCIES, TRANSFERS, AND REASSIGNMENTS

A. The District retains the right to create a vacancy and whether said vacancy is to be filled. Notices of vacant positions to be filled shall be posted in the District office and the teacher lunch or workroom after the District's decision to fill a vacant position is made during the school year. Notices shall remain posted for ten (10) workdays.

1. All vacancy notices shall include the following information: description and location, grade level or subject matter assignment, credential requirements, and the final date on which applications may be filed.

2. A copy of each notice shall be provided to the Association within two (2) workdays of the date they are posted.

3. During summer months, notices shall be mailed to all teachers.

4. In the event of an emergency, the vacant position may be filled on a temporary basis pending the selection of a permanent replacement.

B. Transfer is defined as the relocation of a unit member between schools. Reassignment is a change in grade level or subject area within a school.

C. Voluntary Transfers and Reassignments. A teacher may request a transfer or reassignment to take effect either during the school year or at the beginning of the next school year.

1. No later than May 1, teachers may file a written request for a transfer or a reassignment to be effective the following school year.

2. All requests for transfer or reassignment will be considered, and any decision thereon shall be based on the educational related needs of the District. First consideration will be given to current District employees. Other factors which shall be considered are the following:

a. The teacher's credential and any credential limitations.

b. The teacher's training and experience.

c. The teacher's employment history and potential for success, as indicated in evaluations of past job performance.

d. Title IX, state and federal court or agency mandates.

e. The teacher's seniority - more specifically, if more than one teacher seeks a transfer or reassignment to the same position and more than one

teacher meets the criteria in paragraphs C.2.a-d, then the most senior teacher who is qualified shall receive the transfer or reassignment.

3. If a voluntary transfer is denied, the teacher shall receive, in writing, the specific reasons for the denial within ten (10) days of the denial if the teacher has requested reasons in writing.

4. Transfers shall not be denied for punitive, arbitrary, or capricious reasons.

D. Involuntary Transfers and Reassignments. A teacher may be transferred or reassigned to a position to which the teacher did not request. Such transfer or reassignment shall be based on the educational needs of the District.

E. When an involuntary transfer or reassignment is deemed necessary to fill a vacancy, the decision shall be based upon the educational needs of the District. Other factors which shall be considered are the following:

1. The teacher's credential and any credential limitations.

2. The teacher's training and experience.

3. The teacher's employment history and potential for success, as indicated in the evaluations of past job performance.

4. Affirmative Action, Title IX, state and federal court or agency mandates.

5. The teacher's seniority - more specifically, if more than one teacher is involved in the transfer or reassignment and another teacher meets the criteria in paragraph E.1-4, then the least senior teacher who is qualified shall receive the transfer or reassignment. Temporary or probationary teachers shall be transferred or reassigned before permanent teachers.

6. The number of staff moves involved and new assignment or transfers that will have the least detrimental effect on the educational program. Principals shall confer with the affected teachers when this option is utilized.

F. Within ten (10) workdays, a teacher who is to be involuntarily transferred or reassigned shall be given reasons in writing for transfer or reassignment if the teacher has requested reasons in writing. Involuntary transfers or reassignments shall not be made for punitive, arbitrary, or capricious reasons.

G. Teachers who are transferred or reassigned after the beginning of the school year shall be notified at least five (5) workdays in advance of the effective date of the transfer or reassignment. The District will move all personal effects and allow three (3) days of preparation for the new assignment.

H. If the District determines that during the first 20 school days of a school year that special circumstances exist, such as unexpected resignations, retirement, loss of teachers with specialized skills or credentials, the provisions for posting may be abbreviated upon written notice to the Association.

ARTICLE XIII TEACHER EVALUATIONS

A. Frequency of Evaluation

1. Probationary Unit Members. Each probationary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will receive at least one formal observation not later than November 20 of each year and another formal observation not later than March 1.

2. Temporary Unit Members. Each Temporary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will receive at least one formal observation not later November 20 of each year and another formal observation not later than March 1. Temporary unit members beginning work after November 20 shall have at least one formal observation not later than four weeks prior to the end of the semester.

3. Permanent Unit Members. Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members who have been employed in the district for less than ten years and performing satisfactorily shall be formally evaluated at least once every other year. Permanent unit members who have been employed at least ten years with the district, are NCLB Compliant, if applicable, and whose previous evaluation rated the employee as “Applying,” “Integrating,” or “Innovating” shall be evaluated every five years, if the unit member and evaluator consent to this schedule. The certificated employee or the evaluator may withdraw consent at any time. Should either party withdraw consent, written notice and the reason(s) for the withdrawal shall be provided to the other party.

B. Areas of Evaluation

1. Classroom Observation. Unit members shall select one of the five standards as areas of focus for evaluation. The evaluator shall select one additional standard. All employees will be evaluated on standard 5.8. The District shall evaluate and assess certificated unit member performance as it reasonably relates to the two areas of focus as selected by the unit member and evaluator from the following Certificated Teacher Observation/Evaluation Form (Appendix C). (1) ENGAGING AND SUPPORTING STUDENTS IN LEARNING; (2) CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING; (3) UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING; (4) PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR STUDENTS; (5) ASSESSING STUDENT LEARNING.

2. Pre and Post Test Measurement. As the teaching staff develops a greater knowledge of the Common Core State Standards (CCSS) a new evaluative tool

that incorporates the CCSS will be designed with input from a teacher evaluation development team consisting of two District appointed representatives and two certificated representatives appointed by the Association. The teacher evaluative tool developed by the team will be presented to the District and Association bargaining teams for final approval. It is intended that the teacher evaluation tool be implemented for the 2019-2020 school year. It is the goal of the evaluative tool to improve teacher instructional skills and increase levels of student achievement.

3. Teacher Portfolios. Teacher portfolios, as part of the evaluative process, will be used to demonstrate efforts made to meet the needs of students in the classroom. These needs may include remediation or intervention for lower and/or higher achieving students. The portfolio is a tool to support the efforts of improving student performance. The portfolios must include pre and post assessment information found in electronic reports that are generated from programs that include, but may not be limited to Achieve 3000, Illuminate and AIMSWeb. "The portfolio must also include notes and date or date ranges of interventions prescribed to students, and a listing of attendance at all professional growth opportunities. The teacher will meet with an administrator or administrators to describe what has taken place during the year. A teacher may, by their own choice, but is not required to, submit any other materials that support their effort to meet the educational needs of the students in their class or classes.

C. Use of Publishers' Norms. The evaluation and assessment of unit member's performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

D. Notice to Unit Members. No later than September 11 of the year in which the formal evaluation is to take place; the District shall give unit members a copy of the evaluation procedures, the criteria upon which the evaluation is to be based, and the identity of their evaluator.

E. Pre-Conference and Evaluation Plan. The unit member being evaluated and the evaluator shall meet to establish:

1. No later than eight weeks after the beginning of the school year, the standards to be observed in the areas described in Section B during evaluation period.

2. A formal evaluation plan which shall offer the evaluatee an opportunity to sign up for the first formal classroom observation. Pre-observation conferences, post observation conferences and the final summary evaluation shall be scheduled appropriately. For temporary and probationary unit members, the first formal evaluation shall be conducted no later than November 20 for that school year.

F. Classroom Observations/Post Observation Conferences. Each evaluation plan shall include a minimum of two (2) formal classroom observations, and each formal classroom observation shall be a minimum of forty-five (45) minutes or one class period,

whichever is longer. Prior to the first observation, the District shall give the unit member at least two (2) days' notice. Within ten (10) days after each formal classroom observation, the evaluator shall hold a post-observation conference.

A unit member who receives a negative evaluation shall be given a written citation of qualities, abilities, and deficiencies, if any; recommended specific actions to improve professional skills and to remediate deficiencies in order to improve instructional performance; and assistance in implementing the recommendations.

A unit member who receives a negative evaluation shall be entitled to additional classroom observations, evaluation conferences and written evaluations upon request.

G. Formal Evaluation Summary. All final evaluation conferences for permanent, temporary, and probationary unit members shall be completed no later than (30) days prior to the last day of instruction. The evaluator shall transmit a copy to the unit member thirty (30) days prior to the end of the school year. The evaluator and the evaluatee must sign all copies of the evaluation.

Any rating of "Level 1" or "Level 2" requires the evaluator to indicate in writing specific teacher instructional Practices Not Consistent With Minimum Standards as described in Buttonwillow Union School District Rubric Supporting the California Standards for Teaching Professionals (Appendix C). Any standard which is not applicable will be marked N/A.

1. Where the evaluatee receives an overall Formal Evaluation of "Emerging – Level 1," the evaluator shall hold a conference with the evaluatee prior to the issuance of the Formal Evaluation Summary.
2. The evaluatee shall have the right to initiate a written reaction or response to the evaluation, and that response shall become a permanent attachment to the evaluatee's personnel file.

H. Miscellaneous. The evaluation of a teacher's instructional performance shall not be based on any information which has not been obtained through direct observation of, or communication with, the teacher except for information related to standard 5.8 on the Buttonwillow Union School District Rubric Supporting the California Standards for Teaching Professionals.

Nothing in this Article shall restrict the right of the District to evaluate and observe teachers as often as the District determines it to be in its best interest.

No grievance shall be filed over the contents of any teacher evaluation consistent with the terms of this agreement.

I. Personnel File Contents and Inspection. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include

ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.

Information of a derogatory nature, except material mentioned in the second paragraph of I.1, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached to any such derogatory statement his own comments thereon provided the response is received by the District within ten (10) workdays of its placement in the file. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

ARTICLE XIV
SAFETY CONDITIONS OF EMPLOYMENT

- A. Reasonable safety precautions shall be used in all phases of District operation to insure safe and healthful working conditions for all unit members in compliance with all laws and regulations of this Board and other agencies responsible for health and safety.
- B. Unit members shall not be required to work in unsafe conditions or perform tasks which endanger their health and safety, provided that such will not be interpreted to provide a right of a unit member to abandon his/her position or to unreasonably refuse to perform assigned tasks and responsibilities.
- C. All complaints regarding injurious health and safety conditions shall be reported in writing by the unit member to the District superintendent or designee or the employee's immediate supervisor as soon as reasonably practicable. The Superintendent or designee or the employee's immediate supervisor shall investigate the complaint and make a preliminary written report and recommendation to the Board of Trustees within 5 days of the receipt of the complaint.
- D. Consistent with Education Code section 48910, the teacher shall have the right to suspend a student from his/her class for up to two days and recommend suspension or expulsion if the student commits one of the acts enumerated in Education Code section 48900. The teacher shall immediately report the suspension to the Principal. As soon as possible, the teacher shall ask the student's parent or guardian to attend a parent-teacher conference. The Principal shall attend at the request of the parent or teacher. The student shall not be returned to the suspending teacher's class for the duration of the suspension or placed in another teacher's class without his/her consent.

ARTICLE XV CONCLUSION

A. Entire Agreement. This Agreement (and the attached appendices) is the entire agreement between the parties on any and all matters falling within the scope of negotiations, whether or not other matters were proposed or considered by the parties. Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provisions. If the Legislature repeals or modifies sections of the Education Code related to the matters within the scope of representation, the District agrees to negotiate the effects of any modification prior to implementing any changes.

B. Past Practices. The District is not bound by any past practices or prior understandings unless they are specifically set forth in writing in the terms of this Agreement.

C. Severability and Savings. Should any provision of this Agreement or application of any provision be held by a court of final appellate jurisdiction to be contrary to law and therefore invalid, all other provisions or applications shall continue in full force and effect. Further, the parties shall meet following the completion of public hearings in any matter covered by this paragraph to renegotiate the provisions or applications affected.

D. Duration. This Agreement shall be effective as of the latest date of ratification and remain in full force and effect until midnight June 30, 2024, at which time it shall expire and become null and void. All sections not specifically mentioned shall remain the same.

1. Not later than the March meeting in the applicable school year, the Association will present its proposal for a successor to this Agreement to the Board of Trustees.

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

3. Negotiations shall take place at mutually agreeable times and places.

The Association shall designate its representatives, who shall receive reasonable release time for negotiations on the basis of 50 percent provided by the District and 50 percent provided by the employees. Time granted pursuant to this provision shall not be construed to relate to extracurricular duties and limitations prescribed in Article X, paragraph A.2.

Reopening of the Agreement

For the 2022-2023 and 2023-2024 school years, the parties agree to reopen negotiations on Article III, Compensation and up to two additional articles for each party.

RATIFIED AND ACCEPTED

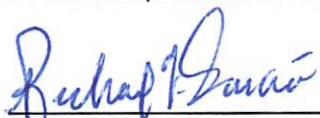
By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or Exclusive Representative to ratify and accept this Addendum to Agreement as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

ACCEPTED:

**BUTTONWILLOW UNION
SCHOOL DISTRICT**



REGINA HOUCHIN
President, Board of Trustees



RICHARD GARCIA
Clerk, Board of Trustees



HIEDI WITCHER District Superintendent

Dated: 2/12/24

ACCEPTED:

**BUTTONWILLOW TEACHERS
ASSOCIATION/CTA/NEA**



MARISOL ALVAREZ
BTA President

Dated: 2-16-24

APPENDIX A

BUTTONWILLOW UNION SCHOOL DISTRICT CERTIFICATED TEACHER SALARY SCHEDULE July 2023 - June 2024

Step	Class I BA + Cred	Class II BA + 36 Sem Units	Class III BA +48 Sem Units	Class IV BA + 60 Sem Units	Class V BA + 72 Sem Units
1	\$ 57,073.80	\$ 58,563.24	\$ 60,092.27	\$ 61,102.35	\$ 62,934.19
2	\$ 58,785.80	\$ 60,321.25	\$ 61,895.22	\$ 62,934.19	\$ 64,822.74
3	\$ 60,549.16	\$ 62,129.55	\$ 63,752.74	\$ 64,822.74	\$ 66,768.00
4	\$ 62,366.02	\$ 63,994.56	\$ 65,664.83	\$ 66,768.00	\$ 68,771.04
5	\$ 64,237.45	\$ 65,914.14	\$ 67,634.70	\$ 68,771.04	\$ 70,834.00
6	\$ 66,164.52	\$ 67,891.50	\$ 69,663.42	\$ 70,834.00	\$ 72,959.02
7	\$ 68,149.37	\$ 69,927.71	\$ 71,788.44	\$ 72,959.02	\$ 75,148.24
8		\$ 72,025.98	\$ 73,905.97	\$ 75,148.24	\$ 77,402.73
9		\$ 74,187.38	\$ 76,117.66	\$ 77,402.73	\$ 79,724.63
10			\$ 78,401.04	\$ 79,724.63	\$ 82,116.08
11				\$ 82,116.08	\$ 84,579.22
12				\$ 84,579.22	\$ 87,431.84
13				\$ 87,431.84	\$ 89,730.20
14				\$ 89,730.20	\$ 92,422.32
15				\$ 92,422.32	\$ 95,194.69
16				\$ 95,194.69	\$ 98,050.52
17				\$ 98,050.52	\$ 100,991.95
18				\$ 100,991.95	\$ 104,022.19
19					\$ 107,143.38
20					\$ 110,357.66

UP TO FIFTEEN (15) YEARS OF CREDIT MAY BE ALLOWED FOR EXPERIENCE OUTSIDE THE DISTRICT. CREDENTIALS HELD AND NCLB COMPLIANCE REQUIREMENTS WILL BE CONSIDERED FOR PLACEMENT ON THE SALARY SCHEDULE.

BEGINNING WITH THE 2023-2024 SCHOOL YEAR, IF A TEACHER SELECTS SINGLE INSURANCE THEY MAY SELECT AN AMOUNT UP TO \$2,000 THAT WILL BE RECEIVED AS A LUMP SUM PAYMENT IN JUNE---DETAILS IN TEACHER CONTRACT

INTERN SALARY:	\$50,000
ADD TO BASIC SALARY:	
Master's Degree	\$2,000
B-CLAD	\$1,000 (teachers hired before October 1, 2013)
Special Education Certificate	\$2,000
CLAD	\$500 (teachers hired before October 1, 2013)
Longevity	\$1,500 total at beginning of 20th year \$2,500 total at beginning of 25th year \$3,500 total at beginning of 30th year

APPENDIX A-1

BUTTONWILLOW UNION SCHOOL DISTRICT CERTIFICATED PRESCHOOLTEACHER/COORDINATOR SALARY SCHEDULE July 2023 - August 2024

Step	Associate Permit	Child Care Permit	AA Degree	BA Degree
1	\$ 30,610.56	\$ 32,434.91	\$ 40,634.32	\$ 43,246.19
2	\$ 30,782.83	\$ 33,244.90	\$ 41,649.75	\$ 45,436.48
3	\$ 31,552.16	\$ 34,077.36	\$ 42,689.79	\$ 46,571.75
4		\$ 34,928.01	\$ 43,758.72	\$ 47,735.91
5		\$ 35,801.13	\$ 44,852.26	\$ 48,930.03
6			\$ 45,973.62	\$ 50,151.97
7			\$ 47,122.80	\$ 51,404.94
8				\$ 52,692.15
9				\$ 54,008.25
10		\$ 36,982.41	\$ 50,112.38	\$ 55,358.59
15		\$ 37,568.77	\$ 52,018.05	\$ 58,862.84
20		\$ 39,447.69	\$ 54,017.88	\$ 62,466.60

Master's Degree
Longevity

\$2,000
\$1,500 total at beginning of 20th year
\$2,500 total at beginning of 25th year
\$3,500 total at beginning of 30th year

Health and Welfare

Teacher will receive the same health and welfare benefits as the credentialed K-8 teachers.

Appendix B

CERTIFICATED EXTRA DUTY STIPEND SCHEDULE

EFFECTIVE JULY 1, 2023

ATHLETIC DIRECTOR (PER SEASON).....	\$825.00
ATHLETIC COACH (PER SPORT).....	\$1200.00
ADDITIONAL \$100 A DAY FOR PRE-APPROVED WEEKEND EVENTS	
CAMP KEEP ADVISOR (EACH TEACHER).....	\$330.00
CHRISTMAS PROGRAM COORDINATOR.....	\$220.00
EIGHTH GRADE GRADUATION COORDINATOR.....	\$275.00
INDUCTION SUPPORT/INTERN MENTOR.....	\$1375.00
KINDERGARTEN CELEBRATION COORDINATOR.....	\$275.00
ORAL LANGUAGE FESTIVAL COORDINATOR.....	\$275.00
PARENT ACTIVITY LEADS (UP TO 2).....	\$825.00
PRESCHOOL CELEBRATION COORDINATOR.....	\$275.00
SCIENCE FAIR COORDINATOR.....	\$220.00
STUDENT ASSISTANCE TEAM LEADER.....	\$1100.00
YEARBOOK COORDINATOR.....	\$1100.00

APPENDIX C
CERTIFICATED EVALUATION FORMS

School Year: _____

BUTTONWILLOW UNION SCHOOL DISTRICT
EVALUATION GOAL-SETTING CONFERENCE FORM

Teacher: _____

Date: _____

School: Buttonwillow

Grade/Subject: _____

Status of Teacher: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Goal Selection: The purpose of the goal setting conference is to provide an opportunity for a conversation about good teaching as reflected in the California Standards of the Teaching Profession and to establish an evaluation focus. For Evaluation, unit members shall select one standard as an area of focus and the evaluator shall select one standard as an additional area of focus, from within the first five standards listed below. However, all unit member evaluations shall include standard 5.8.

STANDARD I – Engaging and Supporting All Students in Learning

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

Teacher's Initials _____

Administrator's Initials _____

STANDARD II – Creating and Maintaining Effective Environments for Student Learning

- | | |
|-----|---|
| 2.1 | Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully. |
| 2.2 | Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. |
| 2.3 | Establishing and maintaining learning environments that are physically, intellectually and emotionally safe. |
| 2.4 | Creating a rigorous learning environment with high expectations and appropriate support for all students. |
| 2.5 | Developing, communicating and maintaining high standards for individual and group behavior. |
| 2.6 | Employing classroom routines, procedures, norms and support for positive behavior to ensure a climate in which all students can learn. |
| 2.7 | Using instructional time to optimize learning. |

Teacher's Initials _____

Administrator's Initials _____

**BUTTONWILLOW UNION SCHOOL DISTRICT
EVALUATION GOAL-SETTING CONFERENCE FORM Page 2**

STANDARD III – Understanding and Organizing Subject Matter for Student Learning	
3.1 Demonstrating knowledge subject matter academic content standards.	
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.	
3.3 Organizing curriculum to facilitate student understanding of the subject matter.	
3.4 Utilizing instructional strategies that are appropriate to subject matter.	
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.	
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.	
STANDARD IV– Planning Instruction and Designing Learning Experiences for All Students	
4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background and individual development to plan instruction.	
4.2 Establishing and articulating goals for student learning.	
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.	
4.4 Planning instruction that incorporates appropriate strategies for meeting the learning needs of all students.	
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.	
STANDARD V– Assessing for Student Learning	
5.1 Applying knowledge of purposes, characteristics, and uses of different types of assessments.	
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.	
5.3 Reviewing data, both individually and with colleagues, to monitor student learning.	
5.4 Using assessment data to establish learning goals, and to plan, differentiate and modify instruction.	
5.5 Involving all students in self-assessment, goal-setting and monitoring progress.	
5.6 Using available technologies to assist in assessment, analysis and communication of student learning.	
5.7 Using assessment information to share timely and comprehensible feedback with students and their families.	
5.8 Student progress toward achieving proficiency in the standards as measured by district pre-tests and post-tests aligned with the appropriate state standards and frameworks.	

Teacher’s Initials ____

Administrator’s Initials ____

Teacher’s Initials ____

Administrator’s Initials ____

Teacher’s Initials ____

Administrator’s Initials ____

COMMENTS: _____

Teacher’s Signature: _____

Date: _____

Distribution: Teacher

Administrator’s Signature: _____

Date: _____

Distribution: Personnel File

**APPENDIX C CERTIFICATED EVALUATION FORMS
BUTTONWILLOW UNION SCHOOL DISTRICT
FORMAL EVALUATION FORM**

Teacher:

Date:

School:

Grade/Subject:

Dates of Observations:

Dates of Conferences:

Status of Teacher:

Temporary

Probationary 1

Probationary 2

Permanent

<u>STANDARD I – Engaging and Supporting All Students in Learning</u>		Emerging	Exploring	Applying	Integrating	Innovating	Not Assessed
		Level 1	Level 2	Level 3	Level 4	Level 5	
1.1	Using knowledge of student to engage them in learning						
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences and interests						
1.3	Connecting subject matter to meaningful real-life contexts						
1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs						
1.5	Promoting critical thinking through inquiry, problem-solving and reflection						
1.6	Monitoring student learning and adjusting instruction while teaching						

Commendations:

Recommendations:

STANDARD II– Creating and Maintaining Effective Environments for Student Learning	Emerging	Exploring	Applying	Integrating	Innovating	Not Assessed
	Level 1	Level 2	Level 3	Level 4	Level 5	
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully						
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students						
2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe						
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students						
2.5 Developing, communicating and maintaining high standards for individual and group behavior						
2.6 Employing classroom routines, procedures, norms and support for positive behavior to ensure a climate in which all students can learn						
2.7 Using instructional time to optimize learning						

Commendations:

Recommendations:

<u>STANDARD III – Understanding and Organizing Subject Matter for Student Learning</u>	Emerging	Exploring	Applying	Integrating	Innovating	Not Assessed
	Level 1	Level 2	Level 3	Level 4	Level 5	
3.1 Demonstrating knowledge, subject matter, academic content standards						
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter						
3.3 Organizing curriculum to facilitate student understanding of the subject matter						
3.4 Utilizing instructional strategies that are appropriate to subject matter						
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students						
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content						

Commendations:

Recommendations:

STANDARD IV– Planning Instruction and Designing Learning Experiences for All Students		Emerging	Exploring	Applying	Integrating	Innovating	Not Assessed
		Level 1	Level 2	Level 3	Level 4	Level 5	
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction						
4.2	Establishing and articulating goals for student learning						
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning						
4.4	Planning instruction that incorporates appropriate strategies for meeting the learning needs of all students						
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students						

Commendations:

Recommendations:

STANDARD V-- Assessing Student for Learning	Emerging	Exploring	Applying	Integrating	Innovating	Not Assessed
	Level 1	Level 2	Level 3	Level 4	Level 5	
5.1 Applying knowledge of purposes, characteristics, and uses of different types of assessments						
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction						
5.3 Reviewing data, both individually and with colleagues, to monitor student learning						
5.4 Using assessment data to establish learning goals, and to plan, differentiate and modify instruction						
5.5 Involving all students in self-assessment, goal-setting and monitoring progress.						
5.6 Using available technologies to assist in assessment, analysis and communication of student learning						
5.7 Using assessment information to share timely and comprehensible feedback with students and their families						
5.8 Student progress toward achieving proficiency in the standards as measured by district pre-tests and post-tests aligned with the appropriate state standards and frameworks						

Commendations:

Recommendations:

-
-
- OVERALL EVALUATION:**
- ☐ **LEVEL 5 - INNOVATING**
 - ☐ **LEVEL 4 - INTEGRATING**
 - ☐ **LEVEL 3 - APPLYING**
 - ☐ **LEVEL 2 - EXPLORING**
 - ☐ **LEVEL 1 - EMERGING**
-
-

I have read the evaluation on this and the previous pages, and I have received a copy:

Teacher's Signature: _____ Date: _____

I have discussed this evaluation with the teacher:

Administrator's Signature: _____ Date: _____

Distribution: Copy to Teacher, Copy to Teacher's Personnel File

A signed copy of this evaluation will be placed in the employee's personnel file. The employee has the right to respond in writing to the evaluation. The employee's written response must be submitted to the Superintendent within ten days of the signature date above. The written response will be placed in the employee's personnel file with the evaluation.

TEACHER EVALUATION

The Governing Board believes that regular and comprehensive teacher evaluations are an important component in assisting teachers improve their instructional skills and for increasing levels of student achievement. Evaluations also serve to hold teachers accountable for their performance. The California Standards for the teaching profession have been incorporated in the District's teacher evaluation form, the evaluation form ratings are uniform for all teachers, and all teachers have access to the written teacher evaluation form. Teacher evaluation will be based upon multiple measures including classroom observations, student growth assessments on district pre and post tests, and teacher portfolios.

The teacher evaluation process shall include a Pre-Conference and Evaluation Plan Meeting, Classroom Observation/Post observation Conference, and Formal Evaluation Summary. Probationary status and temporary status teachers shall formally be evaluated at least once each school year. Permanent status teachers shall be formally evaluated at least every other year or at least every five years when certain conditions specified in the collective bargaining agreement are met (Education Code 44664).

All final evaluation conferences for permanent, probationary, and temporary teachers shall be completed no later than 30 days prior to the last day of instruction of the year in which the evaluation takes place. A copy of the formal evaluation will be presented to the teacher at the time of the post observation conference for discussion and signature, and a copy will be filed in the teacher's personnel file. The teacher has the right to make written response to the contents of the evaluation within 10 days of receiving the document. The written teacher response shall be placed in the teacher's personnel file as a permanent attachment to the evaluation.

<u>STANDARD III – Understanding and Organizing Subject Matter for Student Learning</u>	Emerging	Exploring	Applying	Integrating	Innovating	Not Assessed
	Level 1	Level 2	Level 3	Level 4	Level 5	
3.1 Demonstrating knowledge, subject matter, academic content standards						
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter						
3.3 Organizing curriculum to facilitate student understanding of the subject matter						
3.4 Utilizing instructional strategies that are appropriate to subject matter						
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students						
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content						

Commendations:

Recommendations:

STANDARD IV– Planning Instruction and Designing Learning Experiences for All Students		Emerging	Exploring	Applying	Integrating	Innovating	Not Assessed
		Level 1	Level 2	Level 3	Level 4	Level 5	
4.1	Using knowledge of students’ academic readiness, language proficiency, cultural background and individual development to plan instruction						
4.2	Establishing and articulating goals for student learning						
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning						
4.4	Planning instruction that incorporates appropriate strategies for meeting the learning needs of all students						
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students						

Commendations:

Recommendations:

<u>STANDARD V– Assessing Student for Learning</u>	Emerging	Exploring	Applying	Integrating	Innovating	Not Assessed
	Level 1	Level 2	Level 3	Level 4	Level 5	
5.1 Applying knowledge of purposes, characteristics, and uses of different types of assessments						
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction						
5.3 Reviewing data, both individually and with colleagues, to monitor student learning						
5.4 Using assessment data to establish learning goals, and to plan, differentiate and modify instruction						
5.5 Involving all students in self-assessment, goal-setting and monitoring progress.						
5.6 Using available technologies to assist in assessment, analysis and communication of student learning						
5.7 Using assessment information to share timely and comprehensible feedback with students and their families						
5.8 Student progress toward achieving proficiency in the standards as measured by district pre-tests and post-tests aligned with the appropriate state standards and frameworks						

Commendations:

Recommendations:

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- OVERALL EVALUATION:**
- ☐ **LEVEL 5 - INNOVATING**
 - ☐ **LEVEL 4 - INTEGRATING**
 - ☐ **LEVEL 3 - APPLYING**
 - ☐ **LEVEL 2 - EXPLORING**
 - ☐ **LEVEL 1 - EMERGING**
-
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I have read the evaluation on this and the previous pages, and I have received a copy:

Teacher's Signature: _____ Date: _____

I have discussed this evaluation with the teacher:

Administrator's Signature: _____ Date: _____

Distribution: Copy to Teacher, Copy to Teacher's Personnel File

A signed copy of this evaluation will be placed in the employee's personnel file. The employee has the right to respond in writing to the evaluation. The employee's written response must be submitted to the Superintendent within ten days of the signature date above. The written response will be placed in the employee's personnel file with the evaluation.

TEACHER EVALUATION

The Governing Board believes that regular and comprehensive teacher evaluations are an important component in assisting teachers improve their instructional skills and for increasing levels of student achievement. Evaluations also serve to hold teachers accountable for their performance. The California Standards for the teaching profession have been incorporated in the District's teacher evaluation form, the evaluation form ratings are uniform for all teachers, and all teachers have access to the written teacher evaluation form. Teacher evaluation will be based upon multiple measures including classroom observations, student growth assessments on district pre and post tests, and teacher portfolios.

The teacher evaluation process shall include a Pre-Conference and Evaluation Plan Meeting, Classroom Observation/Post observation Conference, and Formal Evaluation Summary. Probationary status and temporary status teachers shall formally be evaluated at least once each school year. Permanent status teachers shall be formally evaluated at least every other year or at least every five years when certain conditions specified in the collective bargaining agreement are met (Education Code 44664).

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BUTTONWILLOW UNION SCHOOL DISTRICT

EVALUATION RUBRIC

CA Standards for the Teaching Profession	<u>Emerging</u> Level 1	<u>Exploring</u> Level 2	<u>Applying</u> Level 3	<u>Integrating</u> Level 4	<u>Innovating</u> Level 5
STANDARD ONE: Engaging and Supporting all Students in Learning	Expands awareness of curriculum and instructional practices to support understanding and engage students in learning.	Explores use of additional instructional practices to teach the curriculum and support student understanding and engagement.	Implements the curriculum using a variety of instructional practices and supplemental resources to improve student understanding and engagement.	Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen student understanding and engagement.	Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promote high levels of student understanding and engagement.
STANDARD TWO: Creating and Maintaining Effective Environment For Student Learning	Recognizes the importance of building a positive learning environment that is focused on achievement.	Guides the development of a respectful learning environment focused on achievement.	Maintains a respectful and supportive learning environment in which all students can achieve.	Provides a respectful and rigorous learning environment that supports and challenges all students to achieve.	Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement.
STANDARD THREE: Understanding and Organizing Subject Matter for Student Learning	Demonstrates knowledge of teaching as discrete skills as described in the <i>California Standards for the Teaching Profession (CSTP)</i> .	Expands knowledge of related elements of effective instruction, learning goals, and content as informed by the CSTP.	Utilizes knowledge of CSTP to make connections between elements of effective instruction, learning goals, assessments, and content standards.	Articulates knowledge of the inter-relationships between elements of effective instruction, learning goals, assessments, and content across the CSTP.	Applies in depth knowledge of the CSTP to interconnect effective instruction, learning goals, and assessment within and across content areas.
STANDARD FOUR: Planning Instruction and Designing Learning Experiences for All Students	Plans lessons using available curriculum and resources.	Plans lessons using expanded understanding of curriculum, related materials and resources, and assessments.	Plan differentiated instruction using a variety of adjustments and adaptations in lessons.	Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments.	Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments.
STANDARD FIVE: Assessing Students for Learning	Develops understanding of required assessments and uses of data to inform student progress.	Explores the use of different types of assessments to expand understanding of student learning needs and support planning	Utilizes a variety of assessments that provide targeted data on student learning and planning. Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Develops, adapts, and integrates assessments into instruction that provide ongoing data to guide planning and instruction matched to assessed needs of students	Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments in instruction that maximize student learning.