



**TULELAKE BASIN JOINT UNIFIED
SCHOOL DISTRICT**

TULELAKE BASIN TEACHERS' ASSOCIATION

NEGOTIATED CONTRACT

July 1, 2025 – June 30, 2026

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ARTICLE I Agreement

This ("Agreement") is between the governing board of the Tulelake Basin Joint Unified School District ("Board") and the Tulelake Basin Teachers' Association/CTA/NEA ("Association"), an employee organization.

ARTICLE II Recognition

The Board recognizes the Association as the exclusive representative for the purposes of meeting and negotiating the following certificated employees of the Board:

1. Classroom teachers
 2. Temporary teachers
 3. Counselors
- and excludes:
1. Substitute teachers (day-to-day, long-term)
 2. Hourly employees
 3. Summer school and intersession employees for summer school and intersession periods only
 4. Part-time employees not under contract with the District
 5. Management, Confidential and Supervisory employees
 6. All teachers' aides, regardless of certification

ARTICLE III Association Rights

- A. The Association and its members shall have the right to use buildings and equipment normally utilized by teachers during the instructional day at reasonable hours when it does not conflict with school business. The Association shall supply all materials.
- B. Authorized representatives of the Association shall be permitted to transact official business on school property at all reasonable times when it does not conflict with school business.
- C. Prior to the activities specified in terms 1 and 2 above, the Association will give notice and make necessary arrangements with the site administrator.
- D. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided at each school building, in areas frequented by teachers. The Association may use the District's mail service and the teacher mailboxes for communications to teachers.
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

1 F. The District will deduct Association membership dues from the regular monthly pay of
2 Association members. Such authorization shall continue in effect from year to year unless revoked in
3 writing between June 1st and September 1st of any year.

4 G. The Association agrees to indemnify and hold the District harmless for any loss or damages
5 arising from the deduction of Association dues due to teacher error.

6 H. By October 15th, the Board shall furnish the Association President with information
7 indicating placement of personnel on their respective salary schedules, number of accepted units, and
8 copies of all addendum contracts issued as of October 1st.

9 I. One day a month, by mutual agreement and after the end of the regular instructional day (i.e.,
10 currently 3:15 p.m.), shall be set aside for union meetings. If a teacher does not attend the
11 Association meeting, the teacher is required to serve out the balance of the regular duty day.

12 J. Agency Fee - Any unit member who is not a member of the Association, or who does not
13 make application for membership within thirty (30) days of the start of each school year or within
14 thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall
15 become a member of the Association or pay to the Association a fee in an amount equal to
16 membership dues, initiation fees and general assessment. Fees are payable to the Association in one
17 lump-sum cash payment in the same manner as required for the payment of membership dues. In the
18 event that a unit member does not pay such fee directly to the Association, the Association shall so
19 inform the District, and the District shall immediately begin automatic payroll deduction as provided
20 in Education Code section 45061 and in the same manner as set forth in this Article. There shall be
21 no charge to the Association for such mandatory agency fee deductions. Any unit member who, for
22 whatever reason, objects to joining or financially supporting employee organizations shall not be
23 required to join or financially support the Association as a condition of employment; except that such
24 unit member shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-
25 labor organization, charitable funds exempt from taxation under section 501(3) of Title 26 of the
26 Internal Revenue Code. Refer to the list kept in the TBTA file or the district office. To receive an
27 exemption, the unit member must submit a request for exemption naming the charity that the
28 certificated member wishes to donate to within thirty (30) days of the start of the school year. Failure
29 to do so by the employee will result in an automatic deduction by the District to the Association.
30 Non-members do not have voting rights and are not entitled to CTA benefits. With respect to all sums
31 deducted by the District, pursuant to sections above whether for membership dues or agency fee, the
32 District agrees to remit such monies promptly to the Association accompanied by an alphabetical list
33 of unit members for whom such deductions have been made, categorizing them as to membership or

1 non-membership in the Association, and indicating any changes in personnel from the list previously
2 furnished.

3 K. The Association and District agree to furnish to each other any information needed to fulfill
4 the provisions of this Article. The Association shall be responsible for any and all legal fees that
5 result from a dispute that arises from the implementation of the agency fee section of this article.
6

7 **ARTICLE IV Management Rights**

8 A. It is understood and agreed that the District retains all of its authority to direct, manage and
9 control to the full extent of the law. Included in, but not limited to, those duties are the exclusive
10 right to: determine its organization; direct the work of its employees; determine the times and hours
11 of operation; determine the kinds and levels of services to be provided, and the methods and means of
12 providing them; establish its educational policies, goals and objectives; insure the rights and
13 educational opportunities of students; determine staffing patterns; determine the number of kinds of
14 personnel required; maintain the efficiency of the District operations; determine the curriculum; build,
15 move or modify facilities; establish budget procedures and determine budgetary allocations;
16 determine the methods of raising revenue; and contracting out work. In addition, the District retains
17 the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

18 B. The District shall retain the sole right to establish, adopt, publish, change, amend and uphold
19 the operating procedures and policies for unit members to follow, not in conflict with the terms of this
20 Agreement. The failure of the District to strictly uphold the operating procedures and policies shall
21 not be deemed a waiver of the District's right to expect compliance.

22 C. In emergency situations, the district has the right to hire teachers without fulfilling the 10-day
23 advertising/notification requirement. Every effort will be made to contact teachers within the
24 bargaining unit to determine if any teacher is interested in the open assignment. An emergency for
25 the purposes of this provision is defined as a situation such that if the district adhered to the 10-day
26 requirement then a contracted teacher would not be available for the start of school.
27

28 **ARTICLE V Negotiation Procedure**

29 Not later than March 10th of the calendar year in which this Agreement expires, the Association
30 should present their contract proposals to the Board. The Board, upon receipt of these proposals, will
31 reply promptly.

32 The Association shall designate two (2) representatives who shall receive reasonable release time to
33 negotiate. In addition, on non-release time, the Association may bring in one (1) observer.

1 Additionally, the designated representatives shall receive thirty (30) minutes of preparation time
2 either preceding or following the actual negotiation sessions without loss of compensation.

3 4 **ARTICLE VI Grievance Procedure**

5 Section I - Definitions

6 Grievance- a grievance is a claim by the Association or by one or more teachers that there has
7 been a violation, misinterpretation or misapplication of a provision of this Agreement.

8 Grievant- a grievant is either the Association or a unit member covered by this Agreement.

9 Day- a day on the official school calendar designated as a teacher workday.

10 Time limits- the first day after receipt of the grievance form(s) shall be considered the
11 first day of the time limitation.

12 All grievance forms shall be mutually agreed upon.

13 Section II -

14 A. Any grievant may present grievances relating to a contract dispute to the employer and have
15 such grievances adjusted without the intervention of the Association as long as the adjustment is not
16 inconsistent with the terms of this Agreement. The employer shall not agree to the adjustment or
17 resolution of the grievance until the exclusive representative or the Association has received a copy of
18 the grievance and the proposed resolution and has been given the opportunity to file a response.

19 B. Failure by the administration to adhere to decision deadlines constitutes the right for the
20 grievant to appeal automatically to the next step. Failure of the grievant to adhere to the submission
21 deadline shall mean that the grievant is satisfied with the latest decision and waives any right to
22 further appeal; however, nothing prevents the parties from extending the dates by mutual agreement.

23 C. Until final disposition of a grievance takes place, the grievant is required to conform to the
24 original direction of his/her supervisor.

25 D. All documents dealing with the processing of a grievance shall be filed separately from the
26 personnel files of the participants.

27 E. Every effort will be made to schedule meetings for the processing of grievances at times,
28 which will not interfere with the regular "workday" of the participants. Meetings will take place on a
29 workday. If any grievance meeting or hearing must be scheduled during the school day, any witness
30 or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a
31 reasonable amount of time.

32 F. When a grievance has been filed, the grievant may terminate the grievance at any time by
33 giving written notice to the public school employer or its designee. Failure to comply with the limits,
34 to attend mutually scheduled meetings to discuss or hear the grievance or to provide appropriate

requested information at the grievant disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee. The public school employer may give written notice of such termination to the employee.

G. The grievant has the right to have a representative present at any step of the grievance procedure. The grievant must be present at each step of the grievance procedure except in emergencies.

Section III -

Grievances will be processed in accordance with the following steps:

Informal Resolution

Any grievant who believes there is a grievance shall present the grievance orally to the immediate administrator within fifteen (15) days after the grievant knew, or reasonably should have known of the circumstances, which form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved employee and the immediate supervisor.

Formal Resolution

Step I

If the grievance is not settled during the informal discussion, the grievant shall present the grievance in writing to the immediate administrator within five (5) days after the oral decision by the administrator. The administrator shall respond in writing within five (5) days after the receipt of the grievance.

The written information provided by the grievant shall include:

1. A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
2. A listing of the provisions of the agreement, which are alleged to have been violated, misapplied;
3. A listing of the reasons why the immediate administrator's proposed resolution of the problem is unacceptable; and
4. A listing of specific actions requested of the public school employer which will remedy the grievance.

Step II

If the grievance is not resolved at Step I, the grievant shall within seven (7) days after receipt of the written decision present the grievance in writing to the Superintendent or his designee. Within seven (7) days of receipt of the grievance the Superintendent shall meet with the grievant in an effort to

1 resolve the grievance. The Superintendent shall make a written disposition of the grievance within
2 five (5) days after such meeting and return it to the grievant.

3 Step III

4 Within seven (7) working days after receipt of the Superintendent's written decision the grievant may
5 submit the grievance to mediation with a mediator designated by the State Mediation and Conciliation
6 Service.

7 Step IV

8 If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made
9 within five (5) days of the conclusion of Step III, the grievance shall be transmitted to the
10 Board. Within seven (7) days from the receipt of the grievance the Board shall meet with the grievant
11 regarding the grievance and shall indicate the disposition of the grievance in writing within seven (7)
12 days of such meeting, and shall furnish a copy thereof to the Association and to the grievant.

13 Step V

14 If a grievance is not resolved in Steps I, II, III, or IV, the employee may request in writing, with the
15 consent of the Association, a hearing before an arbitrator. The written request shall be filed in the
16 office of the Superintendent within ten (10) days after receipt of the written decision at Step IV. An
17 arbitrator, with experience in hearing public school arbitrations, is to be selected by the two parties
18 within seven (7) days after said notice is given shall conduct the arbitration proceedings. If the two
19 parties fail to reach agreement on an arbitrator within seven (7) days, either the American Arbitration
20 Association or the California Conciliation Service, as determined by the Association, will be
21 requested to supply a list of five (5) names. Each party will alternately strike from the list until only
22 one name remains. The order of striking will be determined by lot. The public school employer and
23 the grievant will share equally any payment for the services and expenses of the arbitrator.

24 Powers of the Arbitrator

25 If any question(s) arises as to the arbitrability of the grievance, such question(s) shall be first decided
26 by the arbitrator in a separate hearing before consideration of the merits of the grievance, unless
27 otherwise agreed to in writing by the parties.

28 It shall be the function of the arbitrator to make a recommendation to resolve the grievance. The
29 Board's decision regarding the arbitrator's recommendations shall be final and binding. The arbitrator
30 shall be subject to the following limitations:

- 31 1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or
32 modify any of the items of this Agreement.
- 33 2. Either party may request a certificated court reporter to record the entire arbitration
34 hearing. The cost of the services and expenses of such court reporter shall be paid by the

1 party requesting the reporter or shared by the parties if they both mutually agree. If the
2 arbitrator requests a court reporter, both parties shall share the costs. The court reporter shall
3 deliver a copy of the proceedings to each party within fifteen (15) days. No party shall be
4 denied a copy of the proceedings.

5 3. The grievant and the Board shall receive a copy of the arbitrator's recommendations.

6 Step VI

7 Within seven (7) days from the receipt of the recommendation, the Board shall meet with the
8 employees on the grievance and shall indicate the disposition of the grievance in writing. Within
9 seven (7) days of such meeting the Board shall furnish a copy thereof to the Association and to the
10 grievant.

11
12 **ARTICLE VII Paid/Unpaid Leaves**

13 Sick Leave

14 A. Every full-time, certificated employee shall be entitled to ten (10) days leave of absence for
15 illness or injury related to him/herself, spouse and his/her children with full pay for each school year
16 of service. Eleven- and twelve-month certificated employees shall earn one additional day of sick
17 leave for each contracted month of service beyond the ten-month initial period. If the employee does
18 not take the full amount of leave allowed in any school year, the amount not taken shall be
19 accumulated from year to year.

20 B. By Oct 15th of each year, each certificated employee shall receive the following information:

- 21 1. Accrued sick leave total
22 2. Sick leave entitlement for the school year
23

24 C. Verification of Sick Leave

25 The superintendent may request doctor's verification of sick leave from a unit member if the
26 superintendent believes that a pattern of misuse of sick leave is evident.

27 Before returning to work, an employee who has been absent for surgery, hospitalization, or an
28 absence of more than five (5) consecutive workdays, may be required to submit a note from his/her
29 physician stating that he/she is able to return to work with or without restrictions.

30 Bargaining unit members may convert unused sick leave accrued at the time of retirement to
31 retirement credit in accordance with statutory provisions at the time the bargaining unit member files
32 for retirement and if the bargaining unit member files for the conversion.

33 Bargaining unit members who take sick leave in excess of their accumulated sick leave shall be
34 treated, for pay purposes, under the state and federal law in effect at the time of the absence.

Personal Necessity Leave

A. For the purposes of this article, immediate family means spouse of employee, children, foster and guardianship children, daughter-in-law and son-in-law of employee or spouse; parents, brother, sister, of employee or spouse; grandparents or grandchild of employee or spouse; brother-in-law or sister-in-law of employee; or any relative living in the household of the employee and anyone who acted in the capacity of a primary caregiver during the childhood of the employee or spouse.

B. Examples of Personal Necessity Leave that do not require prior approval:

1. Serious illness of a member of the immediate family. Up to three consecutive personal necessity leave days may be taken for this purpose.
2. Accident involving the employee's person or property, or the person or property of a member of his/her immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant party or witness under subpoena or any order made with jurisdiction.
4. Imminent danger to the home of the employee occasioned by an event such as flood or fire, serious in nature, which, under the circumstances, the employee cannot reasonably be expected to disregard and which require the attention of the employee during the employee's assigned hours of service.
5. Birth of a grandchild of a unit member. Up to three consecutive personal necessity leave days may be taken for this purpose.

C. An employee may use seven (7) days of sick leave per year not to be accumulated for the purpose of Personal Necessity Leave for the above reasons without prior approval. Whenever possible, prior notification shall be given to the site administrator.

D. Examples of personal necessity leave days, which are allowable under this Article and which require prior approval and prior notification, include the following:

1. Adoption
2. Examination for advanced degree
3. Marriage of a member of the immediate family
4. Appearance as a witness at arbitration at the request of a grievant
5. Attendance at graduation ceremonies involving the unit member or a member of his/her immediate family
6. Legal business that cannot be conducted on weekends or after school hours.

E. Three (3) of the seven personal necessity leave days may be used at the employee's discretion without giving a reason. Prior notification and submission of an absence affidavit must be given at

1 least 24 hours in advance and a confirmed substitute must be available. Days will be allocated on a
2 first-come first-serve basis. If a substitute is not available, the request will be denied.

3 F. Personal business days taken that do not meet the definition of personal necessity may be
4 taken without pay, with prior approval from the site administrator.

5 G. All use of personal necessity leave days requires that employees complete the leave form
6 Appendix F.

7 H. Personal Necessity Days shall not accrue from year to year.
8

9 Long Term Differential

10 A. A unit member who is absent from duty because of illness, accident, or quarantine for an
11 extended period of time shall be compensated according to law.

12 B. The sick leave, including accumulated sick leave, and the five-month period shall run
13 consecutively (E.C. 44977). The employee shall first exhaust all available sick leaves, including all
14 accumulated sick leave, before being placed on long term differential sick leave.

15 C. Long term differential sick leave shall last for a maximum of five months.

16 D. Long term differential sick leave is limited to one five-month period per illness or accident.
17 If the school year terminates before the five months is exhausted, then the employee may take the
18 balance of the five months in the following school year.

19 E. Whether or not the absence arises out of, or in the course of the employment of the employee,
20 the amount deducted from the salary due the employee for the additional five months shall not exceed
21 the cost of the substitute teacher hired to fill the position during the employee's absence. (Includes
22 wages plus benefits.)

23 F. If no substitute was employed, then the amount that would have been deducted had one been
24 employed shall be deducted from the salary due the employee.

25 G. A member on long-term differential sick leave shall furnish a physician's statement to
26 substantiate the claim.
27

28 Bereavement Leave

29 A. Five (5) days of such leave will be granted for bereavement for members of the immediate
30 family. (See D. below for definition of immediate family)

31 B. If over three hundred miles of one-way travel is required, seven (7) days will be granted.

32 C. Bereavement leave shall not be deducted from sick leave.

33 D. "Immediate family" means spouse of employee; children, foster and guardianship children;
34 daughter-in-law, son-in-law of employee or spouse; parents, brother, sister of employee or spouse;

grandparents or grandchild of employee or spouse; brother-in-law or sister-in-law of employee, or any relative living in the household of the employee or any relative living in the household of the employee and anyone who acted in the capacity of a primary caregiver during the childhood of the employee/spouse.

Sabbatical Leave

The Board of Trustees may, upon the recommendation of the Superintendent, grant a sabbatical leave for study, subject to the following:

A. All applications for sabbatical leave shall be submitted on a form provided by the Superintendent and shall include a detailed outline of the purposes and plans for the use of such leave. Any teacher is eligible to apply for sabbatical leave that has served in the District for seven (7) consecutive years. Applications for sabbatical leave shall be submitted to the Superintendent no later than five (5) calendar months before the date on which the proposed leave is to begin.

B. The rate of pay for a certificated employee on a sabbatical leave shall be fifty-percent (50%) of the annual salary the employee would have received had he remained in the services of the district.

C. Upon application for sabbatical leave, the employee shall sign an agreement to return to service in the District upon completion of the sabbatical leave for not less than two (2) years, or restore to the District all salary received while on such leave.

D. In case of injury or illness of the employee during sabbatical leave, the leave shall be terminated and all the provisions for sick leave will apply. If death prevents the employee from fulfilling his agreement to return to service in the District, no repayment of salary received as of the date of death shall be required of his estate. The employee, who has taken sabbatical leave, shall file with the Superintendent a detailed report within thirty (30) calendar days after returning, giving evidence that the approved program of study has been carried out.

E. A year of sabbatical leave shall be counted as a year of experience on the salary schedule.

F. The maximum number of persons on a sabbatical leave at any one time shall not exceed one (1) full-time teacher per year.

Industrial Accident Leave

A. Employees will be entitled to industrial accident leave for personal injury, which has qualified for workers' compensation under the provision of Keenan and Associates Insurance Fund.

B. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

C. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the teacher will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

D. For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the Insurance Fund which would make the total compensation from both sources exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness.

E. If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

Judicial Leave

A. Employees shall be provided leave for regularly called jury duty and to appear as a subpoenaed witness in court, other than as a litigant. Employees shall also be provided leave if subpoenaed by an administrative agency empowered by the state statute to conduct legal hearings for which reasons were not brought about through the connivance or misconduct of the employee.

B. The employee, while serving jury duty, will endorse his/her jury duty stipend minus mileage, lodging, meals, parking, etc. to the District.

Claim for Leave Must Be Substantiated As Follows:

A. Sickness or Injury-

A signed statement of the employee, on the Absence Affidavit, will in most cases suffice. The superintendent may require that a written statement from the attending physician support a claim for sick leave.

The signed Absence Affidavit shall be completed and returned to the District within three days of the unit member's return to work.

B. Death in the Family -

The signed statement of the employee identifying the family relationship of the deceased on the Absence Affidavit will suffice except in unusual cases where the Superintendent may require additional verification.

C. Accident Involving the Employee or the Employee's family -

The signed statement of the employee on the Absence Affidavit will, in most cases, suffice. The Superintendent may require a letter from the employee citing the circumstances substantiated in cases

of personal injury by a physician's statement, or in cases of property damage, verification of the accident by an official.

D. Appearance in Court -

A copy of the subpoena or order of the court will support the claim for leave.

E. Association Leave -

Tulelake Basin Teachers Association unit shall be granted 6 days non-cumulative leave annually for Association business. This leave will be granted at the discretion of management to ensure efficient operation of the district. The Association shall compensate the district for substitute costs for the above leave.

Unpaid Leaves

Educational Improvement, Health, Personal Leave

A regularly certificated employee, upon recommendation of the Superintendent, may be granted up to 12 months of unpaid leave of absence for the purpose of educational improvement, for health, or personal reasons. The recipients of said leave must notify the District of their intent to return. Notification of an employee's intent to return must be made three (3) months prior to the end date of the term of the granted unpaid leave of absence. Failure to notify the District about their intent to return shall indicate to the District that the recipient of said leave has abandoned the position and their position in the District shall be terminated. The District will make a good faith effort to contact the leave recipient prior to the end of the leave period.

Family Care and Medical Leave

A. Bargaining unit employees having at least one (1) year of continuous service and who have worked at least 1,250 hours in the prior twelve (12) months shall be afforded all benefits under the California Family Rights Act of 1991 (Government Code Section 12945.2) and the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601, et. seq.).

B. Family Care and Medical Leave means leave taken for:

1. The birth of a bargaining unit employee's child, and care for the child during the first twelve (12) months after the birth of the child
2. The adoption or placement of a foster child during the first twelve (12) months after adoption or placement of the child;
3. The care of a seriously ill spouse, registered domestic partner, parent, or child under age 18, or 18 or older and incapable of self-care because of mental or physical disability

4. A serious health condition of the employee rendering him/her unable to perform job duties.

Using Paid Leaves Other Than Sick Leave Concurrently with FMLA/CFRA Leave

The bargaining unit employee shall be required to use any applicable personal necessity leave, vacation leave, personal leave, medical or sick leave, industrial accident and illness leave, or extended illness leave, prior to using the benefits under this section, and such paid leaves shall run concurrently with the Family and Medical Leave under this section. The use of such paid leave shall be subject to the requirements for use of that leave as set forth in this agreement or law.

Bargaining unit employees on pregnancy disability leaves shall not be required to use vacation leave.

The twelve (12) workweeks of Family and Medical Leave under the state law shall not commence until the employee is no longer disabled due to the pregnancy. The twelve (12) workweeks of federal leave shall commence on the first day of leave for pregnancy or pregnancy-related disability.

The District shall pay the health benefits for the employee on Family Care and Medical Leave, according to applicable law(s) in effect at the time of the leave.

ARTICLE VIII Transfers

Definitions

Transfer- A transfer is defined as a teacher being given an assignment at a school that is in a different location to the one in which the teacher currently teaches. A transfer is defined as an involuntary physical classroom change within the same site.

Assignment- A change in assignment is one where the teacher is assigned to teach a different grade level or different courses from those that he/she currently teaches.

Voluntary Transfer

A. A list of vacancies shall be posted in a conspicuous place in each school by March 15th and every two weeks thereafter until the end of school. The list shall contain a closing date for submitting requests for transfer. No assignment to fill vacancies shall be made until after the closing date except in emergency situations. Emergency situations are those created by prolonged illness or death.

B. A teacher may submit a request for transfer at any time.

C. When the District receives more than one (1) transfer/reassignment request, the decision to fill the vacancy shall be based on the following factors:

1. Needs of the district and/or school
2. Training

3. Experience
4. Credentialing
5. Performance in interview
6. Skills as documented by performance evaluations

If the District determines two or more applicants are equally qualified under the above listed criteria, the certificated employee with the most seniority in the District will receive the transfer/reassignment to the vacant position.

D. The District reserves the right to recruit outside applicants for any vacant position if it believes doing so would be in the best interests of students and the instructional program.

Involuntary Transfer

A. The District may make a transfer at any time for the following reasons:

1. For legitimate reasons affecting the education of students
2. To fulfill the District's obligations and commitment to its affirmative action policy
3. A change in enrollment necessitating transfer of staff, such as school closure or grade level reorganization
4. Program needs of schools requiring employees with specific skills, experiences, and strengths
5. To provide an opportunity to evaluate an employee in a different school or location

B. A good faith effort to find alternative solutions to the problem will be made by the administration if the teacher objects to the proposed transfer.

C. The teacher to be transferred shall be given an opportunity to apply from the current list of vacancies.

Teacher Transfers

If a teacher is transferred after August 26th he/she shall be given at least fifteen (15) days notice before the actual transfer occurs, except in emergency situations. Regarding transfers between classrooms and or buildings, the following District assistance will be provided:

1. For transfer during the school term, the teacher will receive a classroom substitute for up to three (3) school days and District transportation of his/her materials.
2. For transfers during summer break or other vacation, the teacher will receive up to three (3) days of substitute pay and District transportation of his/her materials.
3. For all voluntary change of classrooms initiated by a teacher within a school site, the District will not provide any substitute pay for making such a move.

ARTICLE IX Safety

Safety shall be a matter of concern for all parties and the Board will endeavor to insure that safe working conditions prevail. Unit members will notify their immediate supervisor in writing concerning unsafe conditions in the District directly affecting the health and safety of staff, students, and parents. The immediate supervisor will investigate the reported unsafe condition and advise the unit member in writing within ten (10) working days, when administratively practicable, of any findings and suggested corrected action.

A teacher may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injuries, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil. Teachers shall immediately report cases of assault to their principal and to the appropriate legal agency. Notification of such incident shall be immediately forwarded to the Superintendent.

Teachers shall immediately report cases of assault, suffered by them while performing their teaching duties, to their principal or other immediate superior who shall immediately report the incident to the police. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways to liaison between the teacher, the police and the courts.

A teacher may suspend, for good cause, any pupil from his or her class for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent/teacher conference regarding the suspension.

A school administrator shall attend the conference if the teacher or parent or guardian so requests. The pupil shall not be returned to the class from which he was suspended during the period of the suspension, without the concurrence of the teacher of the class and the principal.

ARTICLE X Class Size

A. To afford the maximum possible opportunity for a quality educational program, the District sets forth the following guide for pupil/teacher ratios per core educational class:

1. K 24:1
2. Grades 1 - 3 24:1

3. Grades 4- 6 26:1

4. Grades 7 - 12 27:1

Grades K-3 will remain at 24:1 as long as the class size reduction augmentation funding is in effect.

Should this program terminate, class sizes for K-3 would be 26:1.

B. If the guide is exceeded, it shall cause a notification to the Association and a meeting between the Association, the building principal involved, and the Superintendent. Alternative solutions, which could include additional para-professionals, will be implemented at that time.

C. If class size becomes a problem for a special reading teacher or a high school non-academic teacher, the teacher, the principal and the Superintendent shall meet and discuss the problem.

D. Any class containing three (3) or more students identified as having a special need, in the subject area of the class i.e., IEP needed for these students, will be counted as six (6) or more for computing class size ratios. (Ex: 4 students with IEP's will count as 8)

E. The formula and ratio contained in section D. above shall not include IEP students who receive speech therapy and do not have a speech program for regular classroom use.

F. Final decisions on class size rest with the Superintendent and the Board.

ARTICLE XI Evaluations/Personnel Files

Evaluation Procedures

A. Evaluation procedures, forms, etc. are defined in detail in the District's "Certificated Personnel Evaluation and Assessment Guide".

Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows (EC 44644):

(1) At least once each school year for probationary personnel.

(2) At least every other year for personnel with permanent status.

(3) At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. SEC. 6301, et seq.), as defined in 20 U.S.C. SEC. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

Every probationary, certificated employee shall be evaluated by the Administration in writing, at least once each school year, no later than December 1st. These evaluations shall be based on classroom

1 observations and other items relating to teacher performance. Certificated employee competency shall
2 be assessed and evaluated as it reasonably relates to:

- 3 1. the progress of pupils toward standards of pupil achievement at each grade level in each
4 area of study,
- 5 2. the instructional techniques and strategies used by the employee,
- 6 3. the employee's adherence to curricular objectives, and
- 7 4. the establishment and maintenance of a suitable learning environment within the scope of
8 the employee's responsibilities.

9 B. Every permanent, certificated employee shall be given final evaluations by the administrator
10 in writing as per (EC 44644), no later than thirty (30) working days before the end of the work year.
11 These evaluations shall be based on class observations and other items relating o teaching
12 performance. The final evaluation shall rely upon data collected through observation and evaluation
13 conferences. Unsubstantiated hearsay shall not be used in the evaluation process.

14 C. No later than September 15th of each year, the principal and his/her staff shall meet and
15 discuss the elements upon which the evaluations will be based. The staff shall receive a written
16 statement of the evaluation elements as discussed above following the above meeting. Teachers shall
17 be notified by October 1st of the school year, as to whom their primary District evaluator will be.

18 D. No later than three (3) weeks following the meeting referred to in paragraph C. above, of
19 each year individual staff members are to submit their proposed goals and objectives to the principal
20 for review.

21 E. If a teacher finds that his/her original goals and/or objectives cannot be met, he/she may
22 request a meeting with the evaluator and discuss the necessary modifications, which must be mutually
23 agreed upon. The teacher shall have the right to identify any constraints, which they believe may
24 inhibit their ability to accomplish the goals and objectives established. The evaluation and
25 assessment of certificated employees' competence shall not include use of publisher norms.

26 F. Each evaluation shall be based upon at least two (2) classroom observations, at least one of
27 which shall be prearranged with the teacher being evaluated. Each observation shall last for thirty
28 minutes of uninterrupted time. If a teacher's performance is judged unsatisfactory by the
29 administration, the teacher shall upon request be entitled to one prearranged, subsequent observation.
30

31 G. In the event an employee is not performing his/her duties in a satisfactory manner, the
32 administration shall notify the employee in writing at least thirty (30) working days prior to the end of
33 school of such fact and describe such unsatisfactory performance. The administration shall thereafter
34 confer with the employee making specific recommendation as to the areas of improvement in the

employee's performance and endeavor to assist him/her in such performance. Any evaluation performed pursuant to this article which contains an unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee, as determined necessary by the administration, participate in a program designed to improve areas of the employee's performance and to further pupil achievement and the instructional objectives of the District. Should any teacher be required by the District to participate in any course work or program as stated above, the District will reimburse the teacher for course fees and for approved costs in accordance with District policy. (See APPENDIX E) The teacher has the responsibility of utilizing the suggestions and helps offered by the administrator to remediate the identified problem areas. The form is to be mutually developed by the District and the Association and attached as APPENDIX D. The certificated employee shall have the right to attach a written response to the evaluation. Such response shall be attached and placed in the employee's personnel file. Before the last school day on the school year calendar a meeting shall be held between the certificated employee and the District evaluator to discuss the evaluation.

H. If unsatisfactory performance is reflected in a written evaluation and subsequent to that period of time, in the administrator's opinion, improvement takes place, a written statement to that effect will be attached to that evaluation.

I. Observations for the purpose of evaluations shall be made by the administration. Administrators will prepare written evaluations.

J. In cases where the teacher is assigned to more than one school site, the Superintendent shall designate the evaluator after consultation with the teacher.

K. A tenured, certificated employee who receives a proficient evaluation during any school year need not be evaluated the following year.

L. The District and the Association shall mutually agree to all evaluative forms and tools.

ARTICLE XII Teaching Hours/Calendar

Teaching Hours

A. The length of the regular employee workday, including any preparation time, shall not exceed eight (8) hours. A teacher on a regular workday shall work from 7:30 a.m. to 3:30 p.m.

B. Teachers who work the regular school day, on the last day of the week or on days before holidays shall remain until students have left on buses or until 3:15 p.m. whichever is later.

C. Up to six (6) hours per month will be allowed on days which need extending due to faculty meetings, parent conferences, open houses, in-services, etc. Any time beyond this will be compensated by release time during non-instructional hours.

D. Any elementary teacher assigned for more than two consecutive hours of student contact will be provided with a personal break. Elementary school teachers shall receive no less than 40 minutes three times per week of prep time.

E. Non-teaching duties mean any duties which are required by the Board and which do not involve instruction of students. Teachers will be responsible for non-teaching duties in their own school. The administration will endeavor to assign non-teaching duties on a reasonable and equitable basis. As needed, principals may request volunteers from other schools.

F. Site administrators or Superintendent shall set in-service times.

G. Teachers may leave campus after students leave on a minimum day at the end of grading periods, if all the teacher's students' grades are completed and submitted.

Calendar

See APPENDIX C for school calendar.

1. Minimum days at the end of each grading period - 4

2. Minimum days for parent teacher conferences – 4

For the school year there shall be 180 instructional days plus 4 mandatory in-service days and (1) optional teacher work day for a total work year of 185 days.

All days in addition to the 180 instructional days shall be placed on the school calendar. Each certificated staff member is required to complete the in-service form (Appendix G) and turn the completed forms(s) into their site administrator as soon as each 8-hour block of in-service training has been completed.

It is the certificated employee's responsibility to turn verified hours/days of training into their site administrator by June 15, each year. Teachers may count proposed, approved training or workshops for the month of June in this statement. Failure to turn in the required form(s) by the due date may render the employee ineligible for compensation for in-service training days even if the days have been completed. The employee's sick leave shall be reduced accordingly. Any in-service training day that the employee receives salary compensation from sources other than the school district shall not count as an in-service training day for the purposes of this article. Also, classes that award units for salary advancement, and the employee chooses to use these units for salary advancement, shall not be counted for the purposes of this article. In-service training that is not provided by the district shall require prior approval by the site principal and the superintendent or designee. Teachers must sign in and out of each in-service period as prescribed by law. Personal days, no tell days, and sick days may be used in lieu of attending a training or workshop. The same regulations apply for the use of these days as for regular school days. Sick days may be used in half-day increments only. Employees shall

have five days from the date of the training to complete the absence affidavit. In-service training days shall be counted from July 1 through June 30 each year.

In-service Incentive Days

Effective July 1 2006, teachers who wish to participate in approved professional development opportunities outside of the school calendar year, in addition to the required annual total of 4 days, may earn release time on other days during the school year. Participation in such trainings must have prior approval from the superintendent and/or site administrator at which time, the teacher will declare preference for pay or comp time. This provision does not apply to any unit member who is taking units for salary advancement, credential requirements, or extra-curricular training. Depending on the needs of the site/district and with prior administrator approval, these days may be used in lieu of attending a mandatory in-service, an optional day or a school day to be paid at the teacher's daily rate of pay. Administrator denial of any request is final and binding. Each day of in-service that a teacher works, beyond the District's required 4 days, may be exchanged for a release day on a one-to-one ratio, up to a maximum of three days per calendar year with no carryover. Travel time to and from in-services is to be excluded, and does not count as time earned for release time. These days will not be deducted from accumulated sick leave. Substitute coverage must be available for any teacher wishing to use an in-service incentive release day in exchange for a school day and prior approval must be obtained from the site administrator.

Professional Growth Days

Each certificated employee shall be entitled to one day of professional growth experience per year. Such experience may be used to attend conferences in one or more subject areas taught, visit exemplary programs, or other types of observation, etc. Such days shall be arranged in cooperation with the site principal. Registration fee payment must be approved by your administrator. Employees will report to their principal regarding such visitation, conferences, etc.

Calendar Development

Each year, by the third Monday in January, the District will propose a calendar for the ensuing year. The Association may submit an alternative calendar for consideration by the third Monday in February and agrees to consult with the Association regarding the final school calendar. Consideration will be given to having spring break occur at the same time as Oregon schools on a regular basis. The District will designate the two following days as legal minimum days for students, as well as the certificated staff:

1. Day preceding Christmas break
 2. Day preceding Thanksgiving break
- The instructional staff shall remain until students have left on buses or until 3:15 p.m. (6:00 p.m. for non-regular day teachers), whichever is later.

ARTICLE XIII Compensation

Salaries

Employees shall be paid according to the salary schedule in Appendix A. Increases in salary due to years of experience shall be as detailed in Appendix A. Except for when a teacher is first hired into the District, no teacher shall be awarded more than one year of experience allowance credit in any one school year.

Units for Salary Advancement

Requests for advancement on the salary schedule for units will be processed in the following manner:

1. The employee shall submit a request for consideration to the Superintendent or his designee. Whenever possible, the request should be submitted two (2) weeks in advance of the starting date of the course and will be returned to the originator within five (5) working days.
2. A request that is denied by the Superintendent may be appealed to the Unit Advancement Committee at each school, which will consist of two teachers and one administrator. This committee will review the request and will present a recommendation to the Superintendent within five (5) working days.
3. In the event that the requested unit(s) are still not approved, the employee may appeal his/her case to the Board, which shall consider the appeal at its next regular meeting and shall render a decision within ten (10) working days of its deliberations. Such decision shall be final.
4. Unit approval shall be for 24 months from the date of district approval. Failure to complete the units in that time will void the original approval and salary advancement will not be granted.
5. Verification of graduate units to support salary placement must be on file with the District Office by October 1st annually.
6. The District shall reserve the right to grant units for salary advancement that are not graduate units. These units must directly relate to the employee's current or newly assigned teaching position. All other units for salary advancement shall be graduate units. This

provision only applies until a unit member reaches a total of 60 semester units, after which all units must be earned towards a master's degree.

Initial Placement on the Salary Schedule

New teachers hired into the district will be given a maximum of ten (10) times the step increment for salary placement purposes. No newly hired teacher without at least a preliminary credential shall be granted more than 30 units for salary credit. No newly hired teacher without at least five (5) years of prior teaching service shall be placed past BA +60 without a Master's degree in the field in which he/she is credentialed to teach. Interns shall be placed on the salary schedule and paid at step 1 x % of day-spent teaching minus \$3395 per year to be paid to the mentor. No intern shall be placed higher than BA+30.

Years of service accumulated as an intern do not count as years of service for step advancement.

Interns and teachers on emergency credentials shall receive a one-step advancement for each two full years of service provided that they are making substantial progress towards obtaining a credential as determined by the State Department of Education. A maximum of two steps will be granted until the internship is completed or a clear or preliminary credential is obtained.

A Master's Degree stipend shall not be paid to an intern.

Units

Teachers must obtain the required 15 units to advance to the next column.

The District will not pay for nor approve additional units earned in excess of 60 unless these units are working toward an approved Master's Degree an approved credential, helping the district reach its goals and objectives, or are units recommended by the district for the professional growth of an employee.

Effective July 1, 1999, the district will not pay for any units in excess of 75. Teachers with existing approved units in excess of 75 shall be paid at the rate of \$137 per unit. Certificated teachers with emergency credentials shall not be awarded the master's degree bonus. Salary to teachers shall be paid as detailed in the attached salary schedule. End of year paychecks shall be paid to employees on June 30, or the last weekday in June.

Stipends

Teachers awarded mentor status shall be selected according to law. Any stipend paid shall be determined by the administration in consultation with the bargaining unit. Coaching mentor positions

shall be selected by the site administration after consultation with the site leadership team. The stipend for a Master’s Degree is \$2200.00 per year. Every certificated teacher who ends the year with the same number of sick days as when the school year started on July 1 shall receive a stipend of \$600. A certificated teacher who ends the school year with one less sick day than when the school year started shall receive \$450. A certificated teacher who ends the school year with two less sick days than when the school year started shall receive \$200. All other use of sick leave shall not receive a stipend. Stipends shall be paid the last pay date in June.

Addendum Contracts

A. Employees receiving addendum contracts shall be paid according to the schedule outlined in [APPENDIX B](#).

B. All positions will be filled in the following order:

1. by a certificated teacher on school site
2. by a certificated teacher with the District
3. Other School Staff
4. Other – could include a qualified person from the community

Openings will be posted “In House” for 10 days, the “Out of House” for 10 days, with priority given to applicants in the listed order.

In the event that no certificated staff member applies for a posted opening under this article, the Superintendent will take applications outside of the unit. In the event an outside person is not available to fill the position, then an involuntary assignment may be made based upon the qualification and competency of the staff member to perform the duties of the vacant position. The above assignment(s) will be made on an equitable and rotating basis.

Health and Welfare Benefits

The medical and vision portion of the coverage will be through the preferred provider coverage administered by Central Valley Trust; Anthem Blue Cross is the insurance carrier. Dental shall be provided by Delta Dental. The existing plans shall remain in effect unless changes are made to coverage by mutual consent. District will provide a section 125 plan into which employees will be required to make contributions for the TBTA prescribed health plan outlined in this article. Unit member enrollment in the health plan shall be governed by the carrier’s rules in effect for the school year in question. Under no circumstances will a unit member be permitted to elect not to participate in the District-offered medical plan. The employee will be required to enroll in a prescribed medical plan as a condition of employment. By September 1 of each of year of this contract, TBTA will need

to advise the district of the health plans it wishes to offer its unit members. All teachers are required to be paid in 12 equal installments, (12-month pay plan). Part-time employees are responsible for their pro-rata share of the cost of health benefits. Part-time employees may elect not to participate in the program. The District will contribute a maximum annual amount toward Health and Welfare benefits of \$19,120 per year. The District contribution to Medicare benefits will be as provided by law.

The District shall provide term life insurance of \$10,000 for each certificated employee of the District. Certificated employees may elect to increase coverage at their expense up to the maximum allowed by the carrier.

Substitute Pay

On days that there are no substitute's available and other teachers are requested to cover these classes, then the District shall provide substitute pay for the day to be divided among the teacher(s) who participate. Teachers are required to complete a time sheet, have it signed by their site administrator, and turn it into the District secretary for payment. Payment for these hours shall be made in February and July. This section applies to full day substitutes only.

ARTICLE XIV Retirement Provisions

A. Any teacher who notifies the District in writing of his/her intent to retire by October 31, in the school year they wish to retire in, shall receive a stipend of \$2,500.00 to be paid the last pay date in June, in the year of retirement.

B. Employees who agree to resign and seek a service retirement through CalSTRS and retire from all District service shall be eligible for retiree benefits, as outlined in this paragraph. In order to receive these benefits the employee must (1) be eligible for and receive a CalSTRS service retirement, and (2) give written unconditional notice of retirement to the District's Superintendent by no later than February 1 of the school year , in the following form with no additional words:

Date

Pursuant to Article XIV of the TBTA collective bargaining agreement, I, INSERT NAME, hereby give my unconditional and irrevocable notice of retirement and resignation from all employment with the Tulelake Basin Joint Unified School District effective June 30 of the current school year. I understand that once given, this resignation is effective immediately and cannot be withdrawn or revoked.

Signed:

INSERT NAME

Employees with 10 to 14 years of full-time or equivalent service as a certificated employee to the district shall receive \$2,500.00.

Employees with 15 to 19 years of full-time or equivalent service as a certificated employee to the district shall receive \$7,500.00.

Employees with 20 or more years of full-time or equivalent service as a certificated employee to the district shall receive \$15,000.00

In order for service as a District employee to count, employee must have served the requisite number of years of service consecutively immediately prior to retirement with no breaks in service except for layoff and approved leaves of absence and have completed the requisite number of full-time years of service or equivalent if part-time service has been completed.

Payment shall be made no later than January 31 of the following school year. Payment is contingent upon verification of service retirement by the employee with CalSTRS. Cash payment will be made to the employee, or an employer contribution into an established TSA, at the discretion of the employee.

ARTICLE XV Public Charges

Public Charges

Every effort should be made to resolve complaints regarding district employees at the earliest possible stage. Any person who complains about a district employee shall be encouraged to resolve the matter informally through direct communication with the employee whenever possible.

A. If an administrator considers a citizen or parent complaint serious in nature he/she shall report it to the teacher as soon as possible.

B. All formal complaints or charges shall be made and reported in writing, signed and dated, within thirty (30) days of the event, giving rise to same or of reasonable knowledge of the event to the employee.

C. Informal Investigation - An administrator may discuss the complaint with the complainant and/or the teacher and endeavor to resolve the complaint.

D. Formal Investigation - Public complaints not formally investigated, will not be filed in the teacher's personnel file. Formal investigation shall mean a meeting between the teacher and the principal, and if possible, the person making the complaint. The teacher may request a meeting with the Superintendent if he/she is not satisfied with the resolution of the complaint.

E. Before a record of the complaint is filed in the teacher's personnel file, the complaint shall be in writing and the teacher shall be given a copy of the signed and timely dated complaint.

A teacher must initial any complaint or charge filed in the personnel file. Those initials shall only acknowledge that the material has been reviewed, and does not signify that the teacher agrees with the content of the initialed document. A teacher may attach a written response to the complaint, if it is placed in his/her file. No rumor, hearsay or unsubstantiated material shall be placed in the employee's personnel file nor shall any action be taken by the District to adversely affect the employee based on such rumor, hearsay, or unsubstantiated material.

Notwithstanding any other provision herein, this article shall not apply in cases involving complaints against unit members in which the subject matter is addressed under state or federal law, including but not limited to, complaints involving child abuse, sexual harassment, discrimination, civil rights, and other statutory violations.

Anonymous complaints, regarding sexual abuse, and other serious matters that require an investigation under the law, shall not preclude the District from investigating the underlying allegations of the complaint and independently determining the merits of the allegations. The teacher shall be advised, in a timely manner, of any investigation that arises from an anonymous complaint. The teacher will be kept informed as to the status of the investigation.

ARTICLE XVI Teaching Aides

If the administration needs to hire an aide, the teacher involved shall have the right to attend the interview with the hiring administrator and the prospective employee. If an aide's presence interferes with student learning, the teacher shall have the right to discuss the problem with the immediate supervisor in an effort to resolve the problem. Final decisions regarding employment of aides rest with the Board.

ARTICLE XVII Discipline

The District may suspend a permanent unit member without pay for up to fifteen (15) work days per year for cause. Nothing shall preclude or affect either the District's right to discharge such unit

member consistent with the law, board policy, rules or regulations, or the right to impose at any time other forms of disciplinary action that are not covered by this intermediate discipline procedure, including, but not limited to, oral and written reprimands, suspension pursuant to the Education Code, and deduction of salary in accordance with Education Code Section 45055.

The District reserves the right to impose at any time other forms of disciplinary action against a unit member which is not covered by this section, including, but not limited to, oral and written reprimands, suspension pursuant to Education Code Sections 44939 through 44942, deduction of salary in accordance with Education Code Section 45055, and involuntary transfers or reassignments consistent with this Agreement.

Non-substantive procedural errors committed by the School District or District Board shall not constitute cause for dismissing the charges.

ARTICLE XVIII Miscellaneous

A. This Agreement shall supersede any rules, regulations or practices of the Board, which are inconsistent with the terms.

B. The District agrees to provide a copy of this Agreement to each certificated employee at the beginning of each negotiated contract period. In other years, the District shall provide each certificated member with the revised articles. All new employees to the District shall receive an updated copy of the contract their first year of employment. The Association shall have the right to request a disk copy of the contract.

C. The administration shall not predicate any adverse action upon a teacher's personal, political, religious and organizational activities or preferences.

D. All forms provided by the District for use by the members of the Association or the Association itself shall be mutually developed by the District and the Association and attached to this Agreement.

ARTICLE XIX Savings Provisions

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. This Agreement constitutes the entire Agreement between the parties and concludes meet and negotiation on any subject, whether included in this Agreement or not, for the term of the Agreement.

ARTICLE XX Duration

1 The term of the contract shall be effective July 1, 2025, through and including June 30, 2026. The
2 agreement shall remain in full force and effective beyond the stated expiration date from day to day
3 until such time a new or modified agreement is ratified by both parties.
4 This is the complete agreement between the Tullake Basin Joint Unified School District and the
5 Tullake Basin Teachers Association on all topics within the scope of negotiation for the 2025/26
6 school year. All topics and proposals not included herein are deemed withdrawn. Neither party is
7 required to negotiate further on any topic within the scope of negotiations for the 2025/26 school year
8 without the written consent of the other party.

Dated: _____

By: _____

For District

Dated: _____

By: _____

For Tulelake Basin Teachers Association

Dated: _____

By: _____

For Tulelake Basin Teachers Association

Dated: _____

By: _____

For Tulelake Basin Teachers Association

APPENDIX A: Certificated Staff Salary Schedule

2025/26 CERTIFICATED STAFF SALARY SCHEDULE

TULELAKE BASIN JOINT UNIFIED SCHOOL DISTRICT

Step	CA Emerg. Credential & BA	CA Prelim Credential & BA<30	CA Prelim or Clear Credential & BA+30	CA Prelim or Clear Credential & BA+45	CA Clear Credential & BA+60	CA Clear Credential & BA + 75	Step
1	\$63,905	\$70,449	\$70,449	\$70,449	\$74,770	\$77,926	1
2	\$63,905	\$70,449	\$72,054	\$72,381	\$75,671	\$78,830	2
3	\$63,905	\$70,449	\$72,871	\$73,418	\$76,393	\$79,278	3
4	\$63,905	\$70,449	\$73,608	\$75,095	\$77,470	\$80,183	4
5	\$63,905	\$70,449	\$74,344	\$76,624	\$78,908	\$81,982	5
6		\$70,449	\$74,344	\$78,061	\$80,803	\$83,788	6
7			\$75,811	\$79,497	\$82,701	\$85,954	7
8			\$77,247	\$81,664	\$84,956	\$87,940	8
9			\$79,777	\$83,103	\$86,946	\$90,289	9
10			\$81,358	\$85,089	\$88,932	\$92,275	10
11				\$86,987	\$90,693	\$94,083	11
12				\$88,793	\$92,590	\$96,376	12
13					\$92,590	\$96,376	13
14					\$92,590	\$96,376	14
15					\$94,576	\$98,048	15
16					\$94,576	\$98,048	16
17					\$96,672	\$99,945	17
18					\$96,672	\$99,945	18
19					\$97,025	\$101,931	19
20					\$98,586	\$101,931	20
21					\$100,499	\$104,279	21
22					\$100,499	\$104,279	22
23					\$102,414	\$106,535	23
24					\$102,414	\$106,535	24
25					\$104,547	\$108,343	25

****Masters Degree Stipend \$2,200**

****Annual Benefit Cap \$19,120**

****Hourly Pay
Rate \$32**

Effective
7/1/24

APPENDIX B: Extra Pay Schedule

TBJUSD EXTRA DUTY PAY SCHEDULE 2025/26

Group 1		\$3,395
Media Technician	1	
Web Page Technician	1	
THS Student Council	1	

Group 2		\$2,760
Varsity Head Coaches	9	

Group 3		\$2,167
JV Head Coaches	3	

Group 4		\$1,420
Jr High Head Coaches	5	
Yearbook	1	
Academic Decathlon	1	
FBIA/CTE	1	
12th Grade Advisor	1	
TES SST Coordinator	2	
Mentor Teacher		

Group 5		\$900
11th Grade Advisor	1	
8th Grade Advisor	1	
4th Grade Advisor	3	
TES Student Council	2	
Performing Arts	1	
Interact Club	1	
CSF Sponsor	1	

Group 6		\$415
10th Grade Advisor	1	
9th Grade Advisor	1	
7th Grade Advisor	1	
6th Grade Advisor	2	
EMT Services	2	
Cheerleading (Fall/Winter)	2	

Group 7		
Summer Ag Program	2	20%
Athletic Director	1	12%
Counselor	1	12%

***Sports programs with more than 15 participants and no JV team will be eligible to hire an assistant coach to be paid at 50% of the head coach stipend.

***In order for a coach to be eligible to collect a stipend, there must be a minimum number of participants to field a team plus one additional participant. The team must still meet all requirements set forth by CIF.

Acceptance of an extra-duty position is voluntary, with the exception of the following:

Full-time positions or courses placed on the matrix and taught by a teacher in which the duties are directly aligned with the responsibilities outlined in the job description.

- Group 1 (Media Technician; THS Student Council)
- Group 4 (Yearbook)
- Group 7 (Summer Ag; Counselor)

APPENDIX D: Certificated Personnel Evaluation and Assessment Guide

A. INTRODUCTION

The governing board of the Tulelake Basin Joint Unified School District provides this manual as a guide for certificated employees for the implementation of BP 4115 and AR 4115(a), AR 4115(b), and AR 4115(c).

1. The primary purpose for establishing an evaluation and assessment system shall be for the continued improvement of staff competence and for the continued improvement of the instructional program.
2. Standards of performance shall be compatible with the educational philosophy and goals of the district.
3. Each person evaluated shall have the opportunity to participate in the setting of the objectives and standards of performance covering the area of responsibility to be assessed.

The final decision on required standards of performance shall remain with the Board and the Superintendent.

4. The evaluation and assessment system shall apply to all certificated personnel.
5. Summative evaluations will be based on these standards:
 - a. Planning and Preparation
 - b. The Classroom Environment
 - c. Instruction
 - d. Professional Responsibilities
 - e. Assessing Student Learning

Teachers, in consultation and with approval of their site administrator, may elect to be evaluated by Evaluation Plan 3.

Detailed teacher expectations for each standard are outlined in Appendix A-5.

B. DEFINITIONS

Professional Development Plan

A document developed by the teacher, in consultation with the supervisor, describing a teacher's professional growth interests and needs that:

- covers one to four years of professional activity;
- includes 1-5 long-term professional growth goals that are consistent with school district and department goals and priorities;
- identifies the TBJUSD Teaching Performance Standard(s) related to each professional growth objective;
- identifies specific annual objective(s) to be the focus in the present year and describes activities to be undertaken;
- is updated each year and may be revised at any time; and
- is kept on file by the teacher and supervisor.

2. Formal Announced Observation

A classroom observation by the supervisor that:

- is announced at least 2 days in advance;
- is preceded by a conference between supervisor and teacher;
- is at least 30 minutes in length; and
- is followed by a conference and written report of the supervisor's comments no later than five school days after the observation.

3. Formal Unannounced Observation

A classroom observation by the supervisor that:

- is at least 30 minutes in length; and
- is followed by a conference and written report of the supervisor's comments no later than five school days after the observation.

4. Informal Observation

A classroom observation that does not meet one or more of the criteria listed above for a formal observation.

C. EVALUATION PLANS

Teachers will be evaluated by one of the following plans:

Plan 1: Staff members who do not have permanent status in the District will be evaluated under Plan 1.

Plan 2: Permanent staff members who are judged by their supervisor's to meet all TBJUSD Teaching Performance Standards shall be evaluated under Plan 2.

Plan 3: At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. SEC. 6301, et seq.), as defined in 20 U.S.C. SEC. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

Plans 4 and 5: Permanent staff members who are judged by their supervisor not to meet one or more of the TBJUSD Teaching Performance Standards shall be evaluated by Plan 4 or Plan 5. These plans are described in Sections I and J of this Article.

D. GUIDELINES FOR OBSERVATIONS AND EVALUATIONS OF TEACHERS

Classroom Observations:

Informal observations should begin soon after the school year commences. (Appendix A-1)

Formative classroom observations shall be at least 30 minutes long.

Evaluatee will complete form (Appendix A-2) and provide this form to evaluator two days before scheduled observation.

Observer should be aware of unique classroom situations before observing (high ability class, low ability class, E.H. class, etc.).

Formative classroom observations are to be reported on the district approved observation forms (Appendix A-3).

Each formative classroom observation shall be followed by a formal conference.

Evaluatee will complete form (Appendix A-4) and provide to the evaluator no later than the day following the observation.

Succeeding observations should be used to determine whether the suggestions for improvement stated in prior conference(s) are being implemented.

E. PRIMARY EVALUATOR

All High School certificated staff - High School Principal

Tulelake Elementary School certificated staff - Elementary School Principal

Certificated staff with a split assignment will be notified as to their primary evaluator at the start of each school year.

The Superintendent may, at the request of the site principal, evaluate or appoint another administrator to evaluate any certificated staff member during the school year.

F. SUMMATIVE EVALUATION

For probationary teachers the first summative evaluation conference shall be held prior to December 1, and the second summative evaluation conference prior to March 1.

For permanent employees the summative evaluation conference shall be held no later than 30 working days before the last day of school.

Summative evaluations are to be reported on the district approved Summative Evaluation Report forms. (Appendix C-1)

Summative evaluation reports shall be placed in the employee personnel files located in the district office.

Teachers are encouraged to use the student survey (Appendix B-2). This survey should be completed by February 28.

G. EVALUATION CALENDAR

1. Evaluation timelines are listed for Plans 1, 2, and 3, describing the procedures for both formal evaluation years in which summary evaluations are required and for informal years in which no written summary evaluation is required.

All interns, temporary, and probationary staff members will follow the timeline given for Plan 1 which involves formal evaluations every year.

All permanent staff members will follow either Plan 2 or Plan 3, having a formal evaluation (written summary evaluation) every other year except when:

- a. the supervisor determines that a staff member will have a formal evaluation for a second consecutive year
- the staff member has been placed under Evaluation Plan 4: Does Not Meet Standards - Support/Improvement Plan Implemented
- the staff member has been placed under Evaluation Plan 5: Does Not Meet Standards - Unsatisfactory

The target dates listed in the tables do not necessarily preclude those activities from also occurring during other times of the year.

The target dates listed in these tables are dates by when the procedures are expected to be accomplished, although exceptions may be made. If procedures are not accomplished within two weeks after the target dates listed, some final judgments about the staff member's performance that year may be impossible or inappropriate. If a staff member or supervisor does not accomplish his/her responsibility within two weeks after a target date, that may be reflected in that staff member's evaluation.

6. During the informal evaluation year, staff members will be expected to review and revise their professional development plans and obtain input from students and parents as indicated. Staff members may use a variety of methods for assessing progress on their professional development plans including self-evaluation. Informal meetings with supervisors are encouraged.

Years 1-2 Plan 1 — Evaluation Time Line

This plan applies to all interns, temporary and probationary staff members and their supervisors. Formal evaluation occurs every year.

Target Date	Task	Responsibility	
		Staff Member	Supervisor
10/1	Formal Observation: Prob. 1, 2: Intern 1,2		X
11/15	Informal Observation: Prob. 2: Intern 1,2		X

11/20	Obtain and review input from parents and students regarding performance of staff member relative to the TBJUSD Teaching Performance Standards Appendix B-2	X	X
12/01	First summative evaluation completed		X
1/15	Formal Observation: Prob. 1, 2: Intern 1,2		X
2/15	Informal Observation: Prob. 2: Intern 1,2		X
2/15	Obtain and review input from parents and students regarding performance of staff member relative to the TBJUSD Teaching Performance Standards (Appendix B-2)	X	X
3/1	Second summative evaluation completed		X
3/1	Recommendation for Permanent Status: Prob. 2 Recommendation for Prob. Status Intern 2.		X X

Years 3 – 10 Plan 2 — Evaluation Time Line

This plan applies to all permanent staff members who meet TBJUSD Teaching Performance Standards. It has a two-year cycle, alternating formal and informal evaluation years.

Target Date	Formal Eval. Yr.	Informal Eval. Yr.	Task	Responsibility	
				Staff Member	Supervisor
10/15	X	X	Meet to write, discuss, and plan implementation of professional development plan	X	X
1/31	X	X	Obtain and review input from parents and students regarding performance of staff member relative to the TBJUSD Teaching Performance Standards (Appendix B-2)	X	X
4/30	X	X	Discuss and assess progress on professional development plan	X	X
5/1	X	X	Complete "Summary Form for Evaluation of Performance"		X
	X		Plan tentative revisions in professional development plan for following year	X	X

	X		Summative evaluation completed		X
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Years 10 and above –Plan 3- Evaluation Time Line

At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. SEC. 6301, et seq.), as defined in 20 U.S.C. SEC. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

Target Date	Formal Eval. Year	Task	Responsibility		
			Staff Member	Supervisor	Partner Group
9/15	X	Staff member selects Partner Group and obtains Supervisor approval. Partner Group consists of at least two other teachers.	X		
10/15	X	Meet to write, discuss, and plan implementation of professional development plan	X		X
1/31	X	Obtain and review input from parents and students regarding performance of staff member relative to the TBJUSD Teaching Performance Standards (Appendix B-2)	X	X	
5/1	X	Write summary self-evaluation and distribute to partners and supervisor	X		
5/1	X	Write collaborative summary evaluation and distribute to partners	X	X	
5/15	X	Write response to teacher's summary self-evaluation		X	X
5/15	X	Write response to collaborative summary evaluation			X

H. Evaluation Plan 4: Does not Meet Standards: Support/ Improvement Plan
Implemented

1. Placement on Plan 4 is the result of a staff member's failing to meet one or more of the TBJUSD Teaching Performance Standards as identified by the building principal and supervisor working in consultation with the Superintendent. While placement on Evaluation Plan 4 may occur during the spring reviews, a staff member shall be placed on this plan whenever it is deemed necessary by the building principal/administrator.
2. Prior to a teacher's being formally assigned to Plan 4, the following procedures will be followed:
 - a. If the supervisor determines that a teacher's performance does not meet all TBJUSD Teaching Standards, s/he and the teacher will develop a plan to address concerns over an informal support period of 4 to 8 weeks. The principal/ administrator and supervisor shall notify a TBTA representative and the superintendent of the discussion.
 - b. If at the end of the agreed-upon informal support period the teacher's performance does not meet standards, the principal/administrator and supervisor shall notify the teacher in writing that s/he is being placed on Evaluation Plan 4.
 - c. If a teacher has previously been given the opportunity to address performance concerns through this type of informal support period, it is the prerogative of the principal/administrator to assign the teacher directly to Plan 4 should the same or other concerns surface at a later date.
3. While the principal or supervisor may request any assistance or resources that s/he deems appropriate, the responsibility for monitoring and supervising staff placed on Evaluation Plan 4 is the responsibility of the principal/administrator and supervisor as identified at the beginning of the school year.

I. Procedures for Evaluation Plan 4

A staff member placed on Evaluation Plan 4 shall be notified of this by the principal/administrator.

2. When the teacher has been placed on Plan 4 the teacher, the principal, and the supervisor(s) will develop a support/improvement plan, which shall specify:
 - time span of the plan (not to exceed 18 weeks);
 - performance concerns, including the TBJUSD Teaching Performance Standards to be addressed;
 - c. support to be provided to the teacher, which the teacher may choose not to use (this may include a support team selected by the teacher);
 - process and schedule for gathering parent/student input;
 - e. information about classroom observations to be made, which may be announced or unannounced;
 - description of what will be considered satisfactory progress toward meeting standards which will be used in consideration of an extension of the support period (see "4(b)" following); and
 - g. dates of written progress reports and summary evaluation.
3. At least every 6 weeks the supervisor shall complete a written report on the teacher's progress and discuss it with the teacher. Each report will clearly identify which standards remain to be met.
4. At the end of the period specified in the support/improvement plan, the principal/administrator, in consultation with the supervisor, will write a summary evaluation of the teacher's performance.
 - a. If the principal/administrator, in consultation with the supervisor, determines that the teacher meets all standards, s/he will be placed on Evaluation Plan 2 and will receive a summary evaluation during the following school year.
 - b. If the principal/administrator, in consultation with the supervisor, determines that a teacher has made satisfactory progress but still does not meet all standards, an extension of Plan 4 may be granted for up to 18 weeks. A definition of what will be considered satisfactory progress will be included in the original support/improvement plan.
 - c. If the principal/administrator, in consultation with the supervisor, determines that a teacher has not made satisfactory progress toward meeting all standards the teacher will be placed on Evaluation Plan 4.
5. The support/improvement plan and summary evaluation required under Plan 4 will be replaced in the teacher's personnel file.

J. Evaluation Plan 5: Does not Meet Standards: Unsatisfactory

1. A teacher not meeting one or more of the TBJUSD Teaching Performance Standards and not making satisfactory improvement during a period of support in Plan 4 shall be evaluated under Plan 5. Evaluations of staff members under Plan 5 are structured to accumulate a file that demonstrates the quality of the staff member's performance and the efforts expended in assisting the staff member to improve performance. Evaluation Plan 5 requires careful monitoring and analysis of the staff member's performance. The District may begin termination procedures for unsatisfactory performance pursuant to the Education Code at any time while the teacher is being evaluated under Plan 5.

2. The superintendent, in consultation with building principals, shall identify individuals to be placed under Evaluation Plan 5. The staff member shall be notified of this decision at a meeting with the principal/administrator in order to clearly delineate concerns associated with the staff member's performance.

Procedures for Evaluation Plan 5:

School and District administrators shall revise the teacher's support/ improvement plan (created in Plan 4) to include more frequent observations and conferences and more direct intervention in the classroom. The maximum duration of this support/improvement plan will be 9 weeks.

At least every 2 weeks the principal/administrator shall complete a written report on the teacher's progress and discuss this report with the teacher.

The principal/administrator shall write a summary evaluation by a date specified in the support/improvement plan, but no later than 9 weeks after the time the teacher is placed on Plan 5.

The superintendent will review this evaluation:

If the principal/administrator and superintendent's staff determine that the teacher meets all standards at the end of the support period, the teacher will be evaluated by Plan 2 for the remainder of that school year.

If the principal/administrator and superintendent's staff determine that the teacher does not meet all standards at the end of the support period the District will initiate termination procedures for unsatisfactory performance, if termination procedures have not already been initiated.

3. The revised support/improvement plan, progress reports, and summary evaluation required under Plan 5 will be placed in the teacher's personnel file.

Professional Development Plan

Plan Years _____

Date this revision: _____

Name:

School/Department: Professional Partners:

Supervisor:

Attach additional sheets containing the information asked for in SECTIONS 1, 2, and 3 below to this cover sheet.

SECTION 1. Long-range Professional Development Goal(s)

State your long-range professional development goal(s). For each goal listed answer the following questions:

1. To which TBJUSD Teaching Performance Standard(s) is this goal relevant?
2. How is this long-range goal related to district, school, and/or department goals?
3. How will the achievement of this goal benefit students in the TBJUSD?

SECTION 2. Areas of Growth

List the areas of growth or change in knowledge, skill, or attitudes that are encompassed by your long-range goal.

SECTION 3. Current Objective(s)

List the specific objective(s) on which you will focus in the current year. For each objective state the activities you will undertake and the way in which you will assess your progress toward its achievement.

ROLE OF THE EVALUATOR

1. A major responsibility of the evaluator is to improve the quality of instruction. Careful observation, constructive guidance, and acquainting the teacher with district expectations are all necessary. In fulfilling this responsibility the evaluator's prime task will be the objective evaluation of all teachers.
2. As the individual directly responsible for the evaluation process, the evaluator must be directly involved in the orientation of all teachers to all phases of the evaluation process. During the orientation period it is essential that rapport be established in order to achieve maximum results. Best results are obtained where a "climate of confidence" prevails in the relationship between evaluators and evaluatees. The evaluation process can produce desired results if proper groundwork is established.
3. There shall be at least two formative observations and several informal visits during each summative evaluation period. When making formative observations the evaluator must spend sufficient time (30 minutes minimum) to observe the scope of the lesson. This will enable the observer to properly analyze the teaching-learning situation. Informal visitations should begin soon after school commences and thereafter as often as necessary to insure that any problems can be quickly identified and appropriate suggestions for improvement given.
4. All formative visitations shall be followed by a conference between the evaluator and evaluatee. These conferences shall occur within 5 days of the classroom observation. If there are areas of weakness it is both the evaluator's and evaluatee's responsibility to develop a professional growth plan to improve performance in these areas.
5. The evaluator holds the key to effective evaluation and hence improvement of instruction. This can best be done when there exists mutual respect and confidence between evaluator and evaluatee. It is incumbent on each evaluator to establish rapport with evaluatees so that evaluation is an effective process.

ROLE OF THE EVALUATEE

1. Improvement of the instructional program rests jointly with the evaluator and evaluatee. Before improvement in the instructional program can take place, evaluator and evaluatee must understand the role each plays in this process. In order for the evaluatee to fully understand the role of the evaluator, the evaluatee should be knowledgeable of the contents in the Evaluation and Assessment Guide for Certificated Employees.
2. It is the responsibility of the evaluatee to work with the evaluator in establishing mutually agreed upon objectives for a specified period of time. The evaluatee should establish entry level skills of individual students (base-line data), written goals and objectives by the date indicated on the evaluation calendar. Where appropriate, this data should be used to help with the goals and objectives by the date indicated on the evaluation calendar.
3. An important part of the total evaluation process includes self-evaluation. Evaluatees should recognize that thoughtful self-inventory is a prerequisite to self-improvement, therefore reflecting on which teaching strategies worked and why they worked is a necessary part of the evaluation process.
4. In accepting his/her share of the evaluation responsibility, an evaluatee should seek necessary assistance, maintain an objective attitude toward evaluation, and strive for improvement in defined areas of weakness. The evaluator and evaluatee will agree upon sources of improvement and assistance. When the evaluatee accepts the above responsibilities, effective evaluation can best take place.

APPENDIX E: Conference Request and Expense Claim Form

CONFERENCE REQUEST AND EXPENSE CLAIM FOR OVERNIGHT TRAVEL

Name: _____ School: _____
Conference: _____ Purpose: _____
Location: _____ Dates of Trip: _____
Budget Category: _____

EXPENSE CLAIM FOR OVERNIGHT TRAVEL

Receipts MUST BE ATTACHED for lodging, registration, and transportation.

**Proof of lodging is needed if the district is not covering the cost.*

Per-Diem to be allowed as follows:

Daily allowance for breakfast \$22.00

Daily allowance for lunch \$23.00

Daily allowance for dinner \$36.00

Please provide a conference itinerary with advance/reimbursement request.

No allowance is paid if any meal is provided as part of the conference, or is provided by the hotel.

Date	Meals: Breakfast	Lunch	Dinner	Lodging	Transportation	Miscellaneous: Amount	Specify
TOTALS:							

I hereby certify that the expenses claimed hereon are actual; that they were expended in the performance of official District business and that no prior claim has been made for any other portion thereof.

Claimant's Signature: _____

Total Expenses: _____

Date: _____

Less Advance: _____

Approved by: _____

Due Employee: _____

Date: _____

Due District: _____

Updated: 7/1/2025

APPENDIX F: Absence Affidavit

Per TBJUSD/TBTA Contract Article VII Paid/Unpaid Leaves: *The signed Absence Affidavit shall be completed and returned to the District within three (3) days of the unit member's return to work.*

TULELAKE BASIN JOINT UNIFIED SCHOOL DISTRICT

ABSENCE AFFIDAVIT FOR

CERTIFICATED PERSONNEL

I, _____, do hereby swear/affirm that my absence on
_____ 20_____, was, or will be, due to the following cause:

- ☐ **SICK LEAVE - PERSONAL ILLNESS OR ILLNESS/INJURY INVOLVING IMMEDIATE FAMILY** (Defined in the TBTA contract pages 7 & 8) These days of absence are to be charged to my accumulated sick leave. **(1/2 day increments ONLY)**
(Certificated Ed Code, Sec. 45191) Number of days used this year: _____
- ☐ **PERSONAL NECESSITY LEAVE** (Defined in the TBTA contract pages 8 & 9) These days of absence are to be charged against my accumulated sick leave.
Reason: _____ Number of days used this year: _____
- ☐ **PERSONAL "NO TELL" DAYS (3)** (Defined in the TBTA contract page 9) This day of absence is to be charged against my accumulated sick leave. If absence extends a holiday, must have a confirmed substitute and appropriate lesson plans available.
- ☐ **INSERVICE INCENTIVE DAY** (Defined in the TBTA contract page 29) Maximum of 3 days per calendar year. These days will not be deducted from accumulated sick leave and there is no carryover. Number of days used this year: _____
- ☐ **DEATH IN MY FAMILY** Relationship: _____ These days of absence are to be charged to my Bereavement Leave. (Certificated Ed. Code, Sec. 44985)
- ☐ **PERSONAL BUSINESS** (Defined in the TBTA contract page 9) Must have prior approval of your administrator. These days of absence are to be deducted from my salary.
(Certificated Ed. Code, Sec. 44981)
- ☐ **JUDICIAL LEAVE** These days are not to be deducted from my salary. Any remuneration received by the employee must be submitted to the office of TBJUSD excluding mileage, lodging, meals, parking etc. Employee is not to be paid more than his/her regular daily salary.
- ☐ **INDUSTRIAL ACCIDENT OR ILLNESS** These days of absence to be deducted from my Industrial Accident or Illness Leave. (Certificated Ed. Code Sec. 44984)
- ☐ **SCHOOL BUSINESS:** ☐ Workshop ☐ In-Service ☐ Other: _____

Approved Site Principal: _____ Employee Signature: _____

Approved Superintendent: _____

APPENDIX G: Staff Development (In-service) Certification

Certificated Employee Staff Development Certification

Conference Name/Description: Date of Conference/Workshop: _____

The undersigned certificated employee, _____, has chosen to participate in this conference/workshop as an official staff development day for which he/she will be reimbursed. The requirements for reimbursement are such that we are asking for your signature and verification of attendance for the required number of hours. We appreciate your cooperation in this matter.

Employee Signature Date

Number of conference/workshop hour completed: _____

Time In: _____ Time Out: _____

Authorizing Signature (Site Administrator) Date

Authorizing Signature (Class Instructor) Date

****NOTE**** It is the certificated employee's responsibility to turn verified hours/days of training into their site administrator by May 31st each year. Failure to turn in the required form(s) by the due date may render the employee ineligible for compensation for in-service training days even if the days have been completed. The employee's final salary check (end of June check) shall be reduced accordingly.

******(Reference TBJUSD TBTA contract, page 19-20)

APPENDIX H: Course Approval Request

TULELAKE BASIN JOINT UNIFIED SCHOOL DISTRICT
CERTIFICATED
COURSE APPROVAL REQUEST

Staff Member: _____ Date: _____

I hereby request that the following course be approved.

Course Title: _____

Course Number: _____ Number of Units: _____

Employee's existing approved units: _____ Master's Program: Yes ☐ No ☐

Type of certification other than Master's Degree: _____

College / Institution: _____ Where taken: _____

Dates of Course: From: _____ To: _____

Reason for taking the Class: _____

	Approved	Disapproved
Course Number: _____	_____	_____
Course Number: _____	_____	_____

PLEASE NOTE:

1. Courses must be relevant to applicant's assignment or credential area and must represent professional growth experience which will meet the employee's requirement as a teacher.
2. Whenever possible course approval requests should be submitted two (2) weeks prior to beginning date of course.
3. The Superintendent will act on request and return decision within five (5) working days.
4. A request which is denied by the Superintendent may be appealed to the Unit Advancement Committee at each school.
5. Classes that meet the School District's goals and objectives will be considered.

TULELAKE BASIN JOINT UNIFIED SCHOOL DISTRICT SUMMATIVE EVALUATION FORM FOR CERTIFICATED STAFF

Evaluatee:

School:

Assignment:

School Year:

Evaluation Plan:

1: ____ 2: ____

3: ____ 4: ____

5: ____

TEACHING STANDARDS

For an analysis of each rating the evaluatee should consult the rating matrix contained in the **Certificated Evaluation Handbook, Appendix A-5.**

Codes: U-Unsatisfactory B- Basic P- Proficient

U B P

PLANNING AND PREPARATION

- 1a: Demonstrating Knowledge of Content and Pedagogy
- 1b Demonstrating Knowledge of Students
- 1c: Selection of Instructional Goals
- 1d: Demonstrating Knowledge of Resources
- 1e: Designing Coherent Instruction

THE CLASSROOM ENVIRONMENT

U B P

- 2a: Creating an Environment of Respect and Rapport
- 2b: Establishing a Culture for Learning
- 2c: Managing Classroom Procedures
- 2d: Managing Student Behavior
- 2e: Organizing Physical Space

INSTRUCTION

U B P

- 3a: Communicating Clearly and Accurately
- 3b Using Questioning and Discussion Techniques
- 3c: Engaging Students in Learning
- 3d: Providing Feedback to Students
- 3e: Demonstrating Flexibility and Responsiveness

PROFESSIONAL RESPONSIBILITIES

U B P

- 4a: Reflecting on Teaching
- 4b Maintaining Accurate Records
- 4c: Communicating with Families
- 4d: Contributing to the School & District
- 4e: Growing and Developing Professionally
- 4f: Showing Professionalism

TEACHING STANDARDS CONTINUED

STUDENT ASSESSMENT

U B P

5a: Collecting and using multiple sources of information to assess Student Learning
5b: Using the results of Assessment to Guide Instruction
5c: Communicating with Students, Families and Other Audiences about Student Progress

OVERALL ASSESSMENT OF PROGRESS TOWARD THESE STANDARDS:

☐ Unsatisfactory ☐ Basic ☐ Proficient

STANDARDS FOR RATING

Proficient----- No more than two areas marked basic

Basic----- No more than two areas marked unsatisfactory

Unsatisfactory-- Three or more areas marked unsatisfactory

Evaluation Plan selected/assigned for school year _25-26_: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

NARRATIVE

Plan 1, 2, 4 or 5 – Supervisor completes the following:

Progress made on prior summative recommendations, directives or improvement plan.

Commendations:

Observation reading groups:

Description of area(s) for growth:

Progress made relative to Professional Development Plan

Directives:

This document will become a part of your permanent file after ten (10) working days. You have the right to respond to this document and have the response attached to it and placed in your permanent file in the district office.

EVALUATEE REACTIONS:

(Evaluatee must respond to and/or sign the evaluation within five working days after it is received.)

Date Forwarded to Employee _____

(There must be a conference between the evaluatee and the evaluator within five (5) days of the date of forwarding the summative evaluation to the employee.)

Evaluatee's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

PERFORMANCE RATING

STANDARD 1: PLANNING AND PREPARATION

Element	Unsatisfactory	Basic	Proficient
1a: Demonstrating Knowledge of Content & Pedagogy: Knowledge of Content	Teacher makes content errors or does not correct content errors students make. 	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines. 	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines. 
1b. Demonstrating Knowledge of Students: Knowledge of Character- istics of Age Group	Teacher displays minimal know- ledge of developmental characteristic of age group. 	Teacher displays generally accurate knowledge of developmental characteristics of age group. 	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns. 
1b. Demonstrating Knowledge of Students: Knowledge Varied Approaches to Learning.	Teacher is unfamiliar with different approaches to learning that students exhibit such as learning styles, modalities, and different “intelligence’s.” 	Teacher displays general understanding of the different approaches to learning that students exhibit. 	Teacher displays solid understanding of the different approaches to learning that students exhibit. 
1b. Demonstrating Knowledge of Students: Knowledge of Students’ Skills and Knowledge	Teacher displays little knowledge of students’ skills and knowledge and does not indicate that such	Teacher recognizes the value of understanding the students’ skills and knowledge but displays this	Teacher displays knowledge of students’ skills and knowledge for groups of students, including those with special needs, and

	knowledge is valuable. 	knowledge for the class as a whole. 	recognizes the value of this knowledge. 
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PERFORMANCE RATING
STANDARD 1: PLANNING AND PREPARATION

Element	Unsatisfactory	Basic	Proficient
1c. Selection of Instructional Goals: Value	Goals are not valuable and represent low expectations or no conceptual understanding for students. Goals do not reflect important learning. Teacher has no instructional goals. 	Goals are valuable in their level of expectations, conceptual understanding, and importance of learning. 	Goals are valuable and the teacher can clearly state how goals establish high expectations and relate to curriculum frameworks and standards. 
1c: Selection of Instructional Goals: Clarity	Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment. 	Most of the goals are clear and permit viable methods of assessment. 	All of the goals are clear, written in the form of student learning, and permit viable methods of assessment. 
1c: Selection of Instructional Goals: Suitability for Diverse Students	Goals are not suitable for the class. 	Most of the goals are suitable for most students in the class. 	All the goals are suitable for most students in the class, taking into account the varying learning needs of individual students or groups. 
1d. Demonstrating knowledge of Resources: Resources for Teaching	Teacher is unaware of resources available through the school or district. 	Teacher displays limited awareness of resources available through the school or district. 	The teacher utilizes available resources and actively seeks other materials to enhance instruction. 
1d. Demonstrating knowledge of Resources: Resources for Students	Teacher is unaware of resources available to assist students who need them. 	Teacher displays limited awareness of resources available through the school or district. 	In addition to being aware of school and district resources, teacher seeks additional resources available through the community. 

PERFORMANCE RATING
STANDARD 1: PLANNING AND PREPARATION

Element	Unsatisfactory	Basic	Proficient
1e. Designing Coherent Instruction: Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research. 	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research. 	Learning activities are suitable to students and instructional goals. Progression of activities in the unit is even and activities reflect professional research. 
1e. Designing Coherent Instruction: Instructional Materials and Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning. 	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning. 	All materials and resources support the instructional goals and engage students in meaningful learning. Teacher encourages student participation in selecting or adapting materials where appropriate. 
1e. Designing Coherent Instruction: Lesson & Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic. 	The lesson or unit has recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable. 	The lesson or unit has a clearly defined structure. Time allocations are reasonable. 

PERFORMANCE RATING
STANDARD 2: THE CLASSROOM ENVIRONMENT

Element	Unsatisfactory	Basic	Proficient
2a. Creating an Environment of Respect and Rapport: Teacher Interaction with Students	Teacher interaction with at least some students is negative, demeaning, sarcastic, as a constant pattern of behavior. Students exhibit disrespect for teacher. ()	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' heritage. Students exhibit only minimal respect for teacher. ()	Teacher-student interactions are friendly and demonstrate warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher. ▲
2a. Creating an Environment of Respect & Rapport: Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs. ()	Students do not demonstrate negative behavior toward one another. ()	Student interactions are polite and respectful. ▲
2b. Establishing a Culture for Learning: Importance of the Content	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others. ()	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students. ()	Teacher conveys enthusiasm for the subject, and students demonstrate commitment to its value. ▲
2b. Establishing a Culture for Learning: Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high-quality work. ()	Students minimally accept the responsibility to "do good work" but invest little of their energy in the quality of the work. ()	Students accept teacher insistence on work of high quality and demonstrate pride in that work. ▲

PERFORMANCE RATING
STANDARD 2: THE CLASSROOM ENVIRONMENT

Element	Unsatisfactory	Basic	Proficient
2b. Establishing a Culture for Learning: Expectations for Learning & Achievement	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement. ()	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement. ()	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement. 
2c. Managing Classroom Procedures: Management of Instructional Groups	Students not working with the teacher are not productively engaged in learning. ()	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group. ()	Tasks for group work are organized, and groups are managed so students are engaged. 
2c. Managing Classroom Procedures: Management of Transitions	Much time is lost during transitions. ()	Transitions are sporadically efficient, resulting in some loss of instructional time. ()	Transitions occur smoothly, with little loss of instructional time. 
2c. Managing Classroom Procedures: Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time. ()	Routines for handling materials and supplies function moderately well. ()	Routines for handling materials and supplies occur smoothly, with little loss of instructional time. 
2c. Managing Classroom Procedures: Performance of Non-instructional Duties	Considerable instructional time is lost in performing non instructional duties. ()	Systems for performing non instructional duties are fairly efficient, resulting in little loss of instructional time. ()	Efficient systems for performing non instructional duties are in place, resulting in minimal loss of instructional time. 

PERFORMANCE RATING
STANDARD 2: THE CLASSROOM ENVIRONMENT

Element	Unsatisfactory	Basic	Proficient
2d. Managing Student Behavior: Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are. ()	Standards of conduct appear to have been established for most situations, and most students seem to understand them. ()	Standards of conduct are clear to all students. ■
2d. Managing Student Behavior: Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing. ()	Teacher is generally aware of student behavior but may miss the activities of some students. ()	Teacher is alert to student behavior at all times. Monitoring by teacher is subtle and preventive. ■
2d. Managing Student Behavior: Response to Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity. ()	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs. ()	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is appropriate. ■
2e. Organizing Physical Space: Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both. ()	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness. ()	The classroom is safe, and the furniture arrangement is a resource for learning activities. ■

PERFORMANCE RATING
STANDARD 3: INSTRUCTION

Element	Unsatisfactory	Basic	Proficient
3a. Communicating Clearly & Accurately: Directions and Procedures	Teacher directions and procedures are confusing to students. ()	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed. ()	Teacher directions and procedures are clear to students and contain an appropriate level of detail. 
3a. Communicating Clearly & Accurately: Oral & Written Language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused. ()	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds. ()	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests. 
3b. Using Questioning & Discussion Techniques: Discussion Techniques	Interaction between teacher and students is predominately recitation style, with teacher mediating all questions and answers. ()	Teacher makes some attempt to engage students in a true discussion, with uneven results. ()	Classroom interaction represents true discussion, with teacher stepping, when appropriate, to the side. 
3c. Using Questioning & Discussion Techniques: Student Participation	Only a few students participate in the discussion. ()	Teacher attempts to engage students in the discussion, but with only limited success. ()	Teacher successfully engages students in the discussion. 

PERFORMANCE RATING
STANDARD 3: INSTRUCTION

Element	Unsatisfactory	Basic	Proficient
3c. Engaging Students in Learning: Activities & Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally. ()	Some activities and assignments are appropriate to students and engage them mentally, but others do not. ()	Activities and assignments are appropriate to students. Students are cognitively engaged in them. 
3c. Engaging Students in Learning: Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals. ()	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson. ()	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson. 
3c. Engaging Students in Learning: Instructional Materials & Resources	Instructional materials and resources are unsuitable to the instructional goals or do not engage students mentally. ()	Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate. ()	Instructional materials and resources are suitable to the instructional goals and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their own purpose. 
3c. Engaging Students in Learning: Structure & Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both. ()	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent. ()	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is appropriate for all students. 
3d. Providing Feedback to Students: Quality: Accurate, Substantive, Constructive, & Specific	Feedback is either not provided or is of uniformly poor quality. ()	Feedback is consistent. Some elements of high quality are present; others are not. ()	Feedback is consistent and of high quality. Provision is made for students to use feedback in their learning. 

PERFORMANCE RATING
STANDARD 3: INSTRUCTION

Element	Unsatisfactory	Basic	Proficient
3d. Providing Feedback to Students: Timelines	Feedback is not provided in a timely manner. ()	Timeliness of feedback is inconsistent. ()	Feedback is consistently provided in a timely manner. ▲
3e. Demonstrating Flexibility & Responsiveness: Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson. ()	Teacher attempts to adjust a lesson, with mixed results. ()	Teacher makes adjustments, when appropriate, to a lesson and the adjustment occurs smoothly. ▲
3e. Demonstrating Flexibility & Responsiveness: Response to Students	Teacher ignores or brushes aside students' questions or interests. ()	Teacher accommodates students' questions or interest. ()	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event. ▲
3e. Demonstrating Flexibility & Responsiveness: Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success. ()	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to use. ()	Teacher persists in seeking approaches for students who have difficulty learning. ▲

PERFORMANCE RATING
STANDARD 4: PROFESSIONAL RESPONSIBILITIES

Element	Unsatisfactory	Basic	Proficient
4a. Reflecting on Teaching: Accuracy	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson. (1)	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met. (2)	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite references to support the judgment. 
4a. Reflecting on Teaching: Use in Future Teaching	Teacher has no suggestions for how a lesson may be improved another time. (1)	Teacher makes general suggestions about how a lesson may be improved. (2)	Teacher makes specific suggestions of what he may try another time. 
4b. Maintaining Accurate Records: Student Completion of Assignments	Teacher's system for maintaining information on student completion of assignments is in disarray. (1)	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective. (2)	Teacher's system for maintaining information on student completion of assignments is effective. 
4b. Maintaining Accurate Records: Student Progress in Learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray. (1)	Teacher's system for maintaining information on student progress is effective. (2)	Teacher's system for maintaining information on student progress is effective. Students should be aware of the rubrics for assessment. 
4c. Communicating with Families: Information About the Instructional Program	Teacher provides little information about the instructional program to families. (1)	Teacher participates in the school's activities for parent communication but offers little additional information. (2)	Teacher provides frequent information to parents, as appropriate, about the instructional program. 

PERFORMANCE RATING
STANDARD 4: PROFESSIONAL RESPONSIBILITIES

Element	Unsatisfactory	Basic	Proficient
4d. Contributing to the School & District: Relationships with Colleagues	Teacher's relationships with colleagues are negative or self-serving. ()	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires. ()	Support and cooperation characterize relationships with colleagues. =
4d. Contributing to the School & District: Service to the School	Teacher avoids becoming involved in school events and/or activities. ()	Teacher participates in school events when specifically asked. ()	Teacher volunteers to participate in school events. =
4e. Growing & Developing Professionally: Enhancement of Content Knowledge & Pedagogical Skill	Teacher engages in no professional development activities to enhance knowledge or skill. ()	Teacher participates in professional activities to a limited extent when they are convenient. ()	Teacher seeks out opportunities for professional development and is willing to use pedagogical approaches in the classroom. =
4e. Growing & Developing Professionally: Service to the Profession	Teacher makes no effort to share knowledge with others or to assume professional responsibilities. ()	Teacher finds limited ways to contribute to the profession. ()	Teacher participates actively in assisting other educators =
4f. Showing Professionalism: Service to Students	Teacher is not alert to students' needs ()	Teacher's attempts to serve students are inconsistent. ()	Teacher is active in serving students. =
4f. Showing Professionalism: Decision Making	Teacher makes decisions based on self-serving interests. ()	Teacher's decisions are based on limited though genuinely professional considerations. ()	Teacher maintains an open mind and participates in team or departmental decision making. =

PERFORMANCE RATING
STANDARD 5: STUDENT ASSESSMENT

Element	Unsatisfactory	Basic	Proficient
5a. Student Assessment: Collecting Data	Teacher does not use multiple sources to assess student learning. ()	Teacher uses some, but not all, available sources to assess student learning. ()	Teacher uses all available sources of information to assess student learning. ▲
5a. Student Assessment: Building Baseline Data	Teacher does not develop baseline data. ()	Teacher uses some, but not all, available sources to develop baseline data for each student. ()	Teacher uses at least 3 different sources of information to develop baseline data for each student. ▲
5b. Student Assessment: Use For Planning	The assessment results affect planning for students only minimally. ()	Teacher uses assessment results to plan for the class as a whole. ()	Teacher uses assessment results to plan for individuals and groups of students. ▲
5b. Student Assessment: Criteria & Standards	The proposed course contains no clear criteria, standards or uniform assessment. ()	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students. ()	Assessment criteria and standards are clear and have been clearly communicated to students. ▲

PERFORMANCE RATING
STANDARD 5: STUDENT ASSESSMENT

Element	Unsatisfactory	Basic	Proficient
5c. Student Assessment: Communicating Information About Individual Students	Teacher provides minimal information to parents and does not respond or responds insensitively to parent concern about students. ()	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal. ()	Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns. =
5c. Student Assessment: Communicating with Students	Teacher does not keep students informed of his/her progress. ()	Teacher informs student of his/her progress no more than quarterly. ()	Teacher informs student of his/her progress weekly, according to school norms. =
5c. Student Assessment: Communicating with Parents	Teacher does not keep parents informed of their students' progress. ()	Teacher informs parents of their students' progress no more than quarterly by district forms only. ()	Teacher informs parents of their students' progress by phone, in person, and by district forms at least every 4 weeks. Teacher notifies parents immediately if there is a change in student performance. =