

AGREEMENT BETWEEN
BANTA UNIFIED SCHOOL DISTRICT AND
BANTA EDUCATORS ASSOCIATION/CTA/NEA

FOR THE PERIOD
JUNE 1, 2023, THROUGH JUNE 30, 2026

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ARTICLE I - AGREEMENT

1.1 The Articles and provisions herein constitute a bilateral and binding agreement (*Agreement*) by and between the Governing Board of the Banta Unified School District (*Board*) and the Banta Educators Association/CTA/NEA (*Association*), an employee organization.

1.2 The term of this Agreement shall be June 1, 2023, through June 30, 2026.

ARTICLE II - RECOGNITION

2.1 The Board recognizes the Association as the exclusive representative of all certificated, non-administrative employees of the Board, including all certificated employees, and excluding: all substitute unit members and management, supervisory, confidential, and classified employees, for the purposes of meeting and negotiating.

ARTICLE III - DEFINITIONS

- 3.1 "Unit member" or "bargaining unit member" refers to any employee who is included in the unit represented by the Association as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Workday" means any day a unit member is required to be present at the school site.
- 3.3 "Negotiate in good faith" means a serious and honest effort on the part of each party to reach an Agreement.
- 3.4 "Paid Leave of Absence" means that a unit member shall be entitled to receive wages and all fringe benefits, including but not limited to insurance and retirement benefits.
- 3.5 "Unpaid no-benefit leave" means the employee receives no health benefits except the right to return to duty assignment as specified by the District. Employees may continue Banta Unified School District benefits at their own expense during an unpaid, no-benefit leave.
- 3.6 "Immediate family" means mother, father, grandmother, grandfather, aunt, uncle, or grandchild of the unit member or the spouse of the unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or step-parents of the employee, or any relative living in the immediate household of the employee.
- 3.7 "Daily rate of pay" means the unit member's annual salary divided by the number of contracted days.
- 3.8 "Day" means any contracted work day.

ARTICLE IV- NEGOTIATION PROCEDURES

- 4.1 At the regular Board meeting in October, the Association shall "sunshine" proposed changes to this contract in written form. After the public has had the opportunity to comment on the Association proposal, the District will sunshine its opening proposal for public review and comment. The Board shall, upon request and after the public disclosure laws have been complied with, meet and negotiate in good faith with the Association on proposed changes to this contract. All negotiated changes shall be presented in written form at a public Board meeting for ratification.
- 4.2 Either party may utilize the services of outside consultants or negotiators to assist in the negotiations.
- 4.3 The Board and the Association may discharge their representative duties by means of authorized officers, individual representatives, or committees.
- 4.4 Negotiations shall take place at mutually agreed times and places.
- 4.5 The Board shall furnish the Association with one (1) copy of all prepared district reports that are a matter of public record.
- 4.6 No, later than October 15, the Board shall furnish the Association with the placement of personnel on the respective salary schedule as of October 1.
- 4.7 The Board agenda will be submitted to bargaining representatives designated by the Association forty-eight (48) hours before the Board meeting, and minutes will be given to the Association president within ten (10) working days after the Board approval.

ARTICLE V - PERSONNEL FILES

5.1 Personnel File Inspection

Every unit member shall have the right to inspect materials in the personnel file upon Request, in the presence of a designated representative of the superintendent, provided that the inspection is made at a time when such person is free from required student contacts or conferences with parents and administrators. A representative of the Association may accompany a unit member. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of materials in such unit member's personnel file. An employee of the District shall have the right to review, inspect, or receive a copy of the contents of their personnel file maintained by the District. At the employee's request, an Association representative may accompany them in this review.

5.2 Site of Personnel File

The District shall maintain the unit member's personnel file at the District Office.

5.3 Contents Held in Confidence

The contents of all personnel files shall be kept in confidence. The District shall keep a log indicating the persons, except the superintendent and the Personnel Office staff, who have requested to examine a personnel file and the dates such requests were made. The log will be available for examination by the unit member or his authorized Association representative(s). Derogatory material over four (4) years old will be sealed in the personnel files at the request of the unit member. They may be used only for purposes of rebuttal in disciplinary action.

5.4 Non-Job Related Charges and Complaints

Charges and complaints shall not be included in a unit member's personnel file unless they relate to a unit member's performance on the job and/or relate to offenses enumerated in Education Code Sections 44932 and 44933. Any material placed in the file which has been proven false by the final authority (Superintendent, Governing Board, or court of law) shall be removed, destroyed, or sealed as required by law.

- a. Unless an official law enforcement investigation is conducted, a unit member shall be immediately informed of any public charge made against them. After said investigation, the unit member shall be immediately notified of the public charges and/or disposition of the investigation.
- b. No action shall be taken by the District against a unit member unless there is a preponderance of evidence to substantiate the charge or such action is required by law.
- c. The unit member against whom a charge or complaint is made may respond in writing to the complaint and have said response attached to the written complaint.

ARTICLE VI - GRIEVANCE PROCEDURE

DEFINITIONS

- 6.1 A "Grievance" is a claim by one or more identified bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement that personally and adversely affects the grievant(s). The Association will only file grievances that have a school-wide or district-wide impact.
- 6.2 A "grievant" is a unit member, a group of unit members, or the Association.
- 6.3 A "work day" is any day the District Office is open.

6.4 INITIAL-INFORMAL RESOLUTION

A unit member and their Association representative, if desired, and their site administrator or other District administrator, if appropriate, shall attempt to resolve differences or dissatisfactions in a collaborative and problem-solving mode within 15 working days. Still, such resolutions must be in accordance with the provisions of this Agreement.

6.5 LEVEL ONE — WRITTEN FORM — SITE ADMINISTRATION

- 6.5.1 If a satisfactory resolution of the problem is not reached through the informal discussion process, the grievant shall have the right to file a grievance with their site administrator.
- The written grievance shall be filed within ten (10) workdays from the date the grievant learned of the act or omission giving rise to the grievance. Regardless of the day for which the initial meeting is held, the grievant shall have five (5) days after the initial meeting to file a grievance if a resolution is not reached.
- 6.5.2 The grievance shall be filed on a form jointly developed by the District and the Association and

made available by the superintendent's office. The grievance shall contain a clear and concise statement of the act or omission giving rise to the grievance, including the name of any involved employee, date(s), time(s), and place(s) involved in the alleged grievance. It shall also specify the section(s) of the contract which are alleged to have been violated, the specific remedy sought by the grievant, and the reason why the site administrator's proposed resolution, if any, is unacceptable.

6.5.3 Within fifteen (15) working days of receipt of the written grievance, the site administrator shall schedule and hold a meeting to discuss the grievance. The purpose of the meeting shall be to attempt to resolve, in a collaborative manner, the issues raised in the grievance. The site administrator shall issue a written response within ten (10) workdays of this meeting.

6.5.4 If the grievance is in regard to the site administration, then the grievance automatically moves to level 2 for resolution at the district administrative level.

6.6 LEVEL TWO — FORMAL — DISTRICT ADMINISTRATOR

6.6.1 The grievant may appeal the decision rendered by the site administrator by filing the grievance form with the superintendent or designee within ten (10) workdays after receiving the Step One decision. Copies shall be sent to the appropriate District administrator and the Association. Relevant information obtained during Level One will be disclosed.

6.6.2 The District and the Association shall attempt to resolve the issues raised in the grievance through collaborative problem-solving efforts.

6.6.3 A Level Two conference shall be scheduled by the superintendent's office within fifteen(15) workdays after receipt of the grievance. All parties may be represented at the conference.

6.6.4 Within ten (10) workdays after the conference with the grievant, the superintendent or their designee shall render a proposed written decision, including the reasons, therefore, copies of which shall be sent to the grievant, site administrator, and the Association.

6.6.5 The Association may notify the District in writing that it believes an adjustment/decision is not consistent with the terms of this Agreement, and such adjustment/decision may not be used as a precedent in construing the Agreement. Such notice shall be given within ten (10) working days and will apply to this and previous levels of grievance only.

6.7 LEVEL THREE — ADVISORY ARBITRATION

6.7.1 If the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to advisory arbitration, provided the Association agrees. If the grievant or the Association decide against arbitration, they may go directly to the Board (Level 4).

6.7.2 Such referral shall be made by written demand submitted to the superintendent within ten (10) workdays of receipt of their decision.

6.7.3 On receipt of the demand for such arbitration, the parties shall have (15) fifteen working days to agree on an arbitrator. If they fail to agree, the State Conciliation Service shall be requested to submit a list of five (5) arbitrators; each party shall strike two names from the list in alternate order. The determination of which party shall strike a name first shall be determined by lot.

6.7.4 The decision of the arbitrator shall be advisory to the Governing Board. At its next meeting, the Governing Board shall review a transcript of the proceeding. The decision of the Governing Board shall be made at the following regularly-scheduled meeting and shall be final.

6.7.5 Cost of Hearing

The cost of arbitration, including transcript fees, shall be borne by the party receiving the unfavorable decision by the arbitrator. Split-decision costs shall be borne equally by both parties.

6.7.6 Rights of a Unit member to Representation

A grievant may be represented at all stages of the grievance procedure by themselves or, upon request, an Association representative(s). If an Association representative is not present, no resolution of the grievance shall be made until the Association has received a copy of the proposed

resolution and has been given ten (10) workdays to respond in writing. As used in this article, a limiting reference to a "representative" does not mean a non-District employee. Such a person may be an additional representative.

6.7.7 Content of Written Decisions

Decisions rendered at Levels One, Two, and Three of the grievance procedures will be in writing, set forth the decisions and reasons and transmitted to all parties and the Association President.

Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the parties.

6.7.8 Release Time for Grievance Appearance

When it is necessary for a grievance representative(s) designated by the Association to attend a grievance hearing during the day, they will be released without loss of pay to permit participation in the hearing. Any unit member requested to appear as a witness at such hearings shall be accorded the same right.

6.8.0 Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file. They will not be kept in the participants' primary personnel file.

6.8.1 Grievance Contents

Written grievances presented to the District should contain the following information whenever possible:

- Addressee should be the immediate supervisor or the appropriate district representative
- Grievant name
- Telephone number
- Date submitted
- Article and sections of the contract violated
- Date and description of event or knowledge of event leading to the grievance

- Names of individuals possessing relevant knowledge of the incident
- Suggested resolution of the grievance

6.8.2 Presentation

A unit member and/or their representative (s) may present a grievance while on duty. On all grievances, no more than two unit members (2) may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the District. That approval shall not be unreasonably withheld. Other arrangements to include more witnesses can be arranged by mutual Agreement.

6.8.3 No Reprisals

The District shall take no reprisals of any kind against any grievant, any member of the Association, or any other participant in the grievance procedure because of such participation.

6.9 LEVEL FOUR- THE BOARD

6.9.1 If the grievance is not resolved at level Three or directly referred from Level Two by either the Association or the unit member, then the Association or the Unit Member may request a hearing before the Board. The request shall be filed with the superintendent within ten (10) workdays after the superintendent's or designee's written decision has been received.

6.9.2 Within 30 calendar days of receiving the grievance, the Board shall:

Hold a hearing concerning the grievance, and (b) Render a final decision within thirty (30) calendar days of the hearing. The Board shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. Still, it shall determine only whether there has been a violation, misinterpretation, or misapplication of this Agreement as alleged by the grievant, grievant(s), or Association.

6.9.3 The decision of the Board shall be based solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in writing.

6.10 GENERAL PROVISIONS No party may be required to discuss any grievance if their representative is not present.

6.10.1 Unless otherwise provided, the time allowance outlined in this grievance procedure may be extended by mutual written Agreement between the unit member or the Association representative and the authorized representative of the District.

6.10.2 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled based on the answer given in the preceding level and may not be appealed to the next level.

6.10.3 If the District does not render a written response within limits set forth at any step of the proceedings, the grievant may advance to the next step by filing the grievance form(s) within limits specified at each step of the Grievance Procedure.

6.10.4 No reprisal of any kind will be taken by or against any participant in the grievance procedure because of such participation.

6.10.5 All documents generated under this procedure will be kept separately from the unit member's personnel file.

6.10.6 TIMELINE OF GRIEVANCE PROCEDURE

Date of Event:

Informal

- Filing: Not applicable
- Meeting: Within fifteen (15) workdays of the event or knowledge thereof
- Written Report: Not applicable

Level One (Written Form-Site Administrator)

- Filing: Within ten (10) workdays of the initial meeting or fifteen (15) days of the event or knowledge thereof.

- Meeting: Within (15) workdays of receipt of written Level One grievance
- Written Report: Within ten (10) workdays of the Level One meeting

Level Two (Formal-District Administrator)

- Filing: Within ten (10) work days after the written Level Two decision
- Meeting: Within fifteen (15) workdays of receipt of written Level Two grievance
- Written Report: Within ten (10) work days after the Level Two meeting

Level Three (Advisory Arbitration)

- Filing: Within ten (10) work days after the written Level Two decision
- Meeting: Within fifteen (15) workdays of receipt of written Level Three grievance

Level Four (Board)

- Filing: Within ten (10) work days after the written Level Three decision
- Meeting: Within thirty (30) calendar days, the Board shall hold a hearing
- Decision: The Board has thirty (30) calendar days to render a decision

ARTICLE VII - PUBLIC COMPLAINTS

- 7.1 This article shall not be applicable in any circumstances where the alleged conduct of the unit member involves violations of state or federal law or is subject to investigation by a law enforcement agency.
- 7.2 Any citizen or parent complaint about a unit member shall be reported to the unit member within five (5) working days by the administrator receiving the complaint. The site administrator shall encourage the parent/complainant to contact the unit member if they have not already done so. If the parent refuses to contact the unit member, then the administrator shall inform the unit member of this refusal and will document the conversation.
- 7.3 Should the involved unit member or the administration believe the allegations in the complaint warrant a meeting, the administrator shall attempt to schedule a meeting within fifteen (15) work days between the unit member and the complainant. The reason will be documented if the attempt to set up the meeting is unsuccessful. If no meeting is held, then the complaint is considered unfounded.
- 7.4 If the matter is not resolved at the meeting, to the complainant's satisfaction, they may put their complaint in writing on the Uniform Complaint Procedure form and submit the original to the unit member with a copy to the administrator. The unit member shall have the right to respond to the complaint verbally and in writing and to have any written response attached. Documentation utilized during the ongoing investigation shall be kept confidential and in a file separate from the unit member's personnel file.
- 7.5 If the unit member challenges the truth of the allegations in any complaint, they may request an investigation by the administrator. The administrator's investigation of a written

complaint will be completed no longer than twenty (20) working days after receiving the written complaint.

- 7.6 Complaints that are withdrawn, or shown to be false, shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
- 7.7 Should this procedure show the allegations of the complaint to be true and supported specifically by a documented preponderance of the evidence, then the investigation and documentation regarding the complaint shall be shared with the unit member in a meeting with administration and union representatives and may be placed in the unit member's personnel file. The unit member will have ten (10) working days to prepare a response, which will be attached to the complaint. Unit member may also respond verbally to the superintendent or their designee.

ARTICLE VIII - HOURS AND WORKING CONDITIONS

8.1 LENGTH OF THE PROFESSIONAL DAY

8.1.1 The unit member's day will begin twenty (20) minutes prior to the start of the student day. (Cal. Code Regs., tit. 5, § 5570)

8.1.2 Each unit member shall work within the concept of a professional day.

Professional duties shall include staff meetings, parent conferences, Back to School Night, Open House, Winter Program, and Graduation. Unit members shall remain on campus until the completion of the professional day. The professional day is defined as 10 minutes after any student dismissal, excluding staff meetings / professional development.

8.1.3 If there is a primary and secondary dismissal, the time between primary and intermediate dismissal shall be considered a part of the professional day.

8.1.4 All unit members (TK through 8th grade) shall receive 45 minutes of preparation time. On Early Release Days, unit members with preparation after that time will forfeit this time.

8.2 Music Teacher

By mutual consent between the District and the Union, the following shall apply for music teachers.

8.2.1. If the duty day is five (5) hours or less, it will not include a lunch period.

8.2.2 Full-time music teachers shall be provided with weekly preparation time during the student day that is equivalent to the amount provided to classroom teachers in grades 1-8. Part-time music teachers will have thirty (30) minutes of preparatory time, four days a week.

8.2.3. Music teachers shall meet with principals at the beginning of the school year to mutually agree on the process whereby the part-time music teacher will stay fully informed of staff meeting information.

8.2.4. The music teacher may attend staff meetings that start before their contract time, and would time sheet the extra time of attendance. Music teachers will submit a timesheet with their extra FTE listed monthly and be paid their prorated per diem rate.

8.2.5. Music teachers will be responsible for two (2) night duties, one being a Winter concert, and the second being a Spring concert.

8.2.6. The hours for the music teacher may be altered to accommodate after-school programming and funding. Part-time hours for the 2023-2024 school year will be 2:30 PM- 6:00 PM, five (5) days a week.

8.2.7. Salary will be based on .50 FTE of the Salary schedule, based on years and units earned. And District medical cap will reflect .50 FTE.

8.2.8. All provisions of the master agreement not expressly modified by this section shall continue to apply.

8.3 CALENDAR

8.3.1 On the Friday before Mid-Trimester Progress Reports and Trimester Report Cards are issued, the school day shall be shortened for all grades to allow unit member work- time to prepare and update reports and analyze student progress. Student dismissal shall be at 1:15 p.m. There shall be a minimum of six (6) such early release days per school year.

8.3.2 Unit members shall work 183 days, two (2) work days before school starts, one

(1) work day at the end of the year, and one hundred eighty (180) student instructional days.

8.3.3 New Teacher Orientation

- Unit Members new to the District shall attend up to two (2) days of new teacher orientation before the start of the school year. Each new unit members who participates in the new teacher orientation shall be paid at their daily rate.

8.3.4 Curriculum Training

- Unit members may attend up to five (5) days of curriculum training before the start of the school year. All unit members who teach the curriculum being presented may attend. Unit members who participate shall be paid at their daily rate.

8.4 CELL PHONES

- #### 8.4.1
- Cell phones are not to be used during the instructional day except in an emergency, conducting school business, and during non-student contact times.

ARTICLE IX - LEAVES

9.1 SICK LEAVE

Every unit member shall be entitled to twelve (12) days of paid sick leave per regular school year of employment.

9.1.1 Unused sick leave shall accrue from school year to school year.

9.1.2 At the beginning of each school year, every unit member shall receive a sick leave allotment credit equal to their sick leave entitlement for the school year.

9.1.3 The Board or designee shall provide each unit member with a written statement of (1) their accrued sick leave total and (2) their sick leave entitlement for the school year. Such a statement shall be provided no later than October 15 of each school year. Unit members may request a statement of sick anytime throughout the school year.

9.1.4 The unit member shall not post an absence later than 6:30 a.m. Unit members shall text their site administrator to report an absence in unavoidable circumstances. The unit member will text the human resource manager if the administrator does not respond.

9.1.5 The school or district personnel will report late absences to the automated system.

9.2 PREGNANCY DISABILITY LEAVE

The District shall provide leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The leave of absence length, including the date on which the leave shall commence and the

date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by any school district.

9.3 CHILD REARING LEAVE

Upon request, the Board shall provide a male or female unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing their infant. Such leave will remain in effect at least until the end of the school trimester after the birth or adoption of the child occurs and no longer than the end of the second school trimester following the birth or adoption of the child. A unit member shall notify the Board that they intend to take such leave at least four (4) weeks before the anticipated date on which the leave will commence.

9.4 ADOPTION LEAVE

Unit members shall be permitted to use up to ten (10) days of sick leave or differential pay when adopting a child.

9.5 EXTENDED ILLNESS LEAVE

If a unit member has utilized all of their accumulated sick leave and is still absent from their duties on account of illness or accident for five(5) months or less, then the amount deducted from the salary due them for the additional five (5) months or less in which the absence occurs shall not exceed the sum that is paid a substitute employee employed to fill

their position during their absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had they been employed. The substitute's actual salary, or what would have been paid to a substitute, shall be deducted from the unit member's salary, and the balance forwarded to the unit member on leave. Extended sick leave applies to all cases of sick leave and personal Necessity leave except for situations dealing with personal business as defined in the education code.

9.6 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

The provisions for granting industrial accident and illness leave contained in Education Code § 44984 are hereby incorporated by reference.

9.7 PERSONAL NECESSITY LEAVE

9.7.1 Each year, pursuant to Education Code section 44981, each unit member may use up to seven (7) days of their accumulated sick leave for reasons of personal Necessity.

"Personal Necessity" is defined as a situation that requires an employee to be absent from work to attend to matters that can't be accomplished during the work day.

9.7.2 Unit members shall notify the District as soon as possible when these events are known and an absence under this section occurs.

9.7.3 Advance notice shall not be required for cases of serious illness or death in the immediate family, accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family.

9.7.4 THE USE OF PERSONAL NECESSITY DAYS AS 'NO TELL' DAYS

9.7.4.1 All unit members prior to July 1, 2003, may continue to use six (6) of their

Personal Necessity Leave Days as "No Tell" days. Unit members hired on or after July 1, 2003, may use two (2) of their Personal Necessity Leave Days as "No Tell"

days. When they have accumulated forty (40) sick days, they will receive one (1) additional "No Tell" day.

9.7.4.2 Use of "No Tell" days by any bargaining unit member shall be subject to the following conditions:

- a. Must be a full day.
- b. No more than two bargaining unit members may be absent due to a prearranged "No Tell" day.
- c. Requests will be assigned in the order requests are received by the District.
- d. No more than two No Tell Days may be taken together.
- e. No Tell days will not be used during state or federally-required testing

9.7.4.3 If not used, personal Necessity Leave and No Tell days do not accumulate from year to year. These days will revert to the unit member's sick leave bank and will not be paid out when the unit member leaves the District.

9.7.4.4 Unit members shall give their site administrator five (5) working days written notice of their intent to use No Tell days.

9.7.4.5 No Tell days will only be taken if prearranged substitutes are available to cover the unit member's assignment. The District will make a good-faith effort to locate substitutes for unit members taking No Tell days. However, substitutes shall first be assigned to cover unit members out on illness leave. In the case of a prearranged substitute's cancellation or the District moving a prearranged substitute to cover a unit member with an illness, the unit member using a No Tell day will not be called back to the school site.

9.8 BEREAVEMENT LEAVE

Every unit member shall be entitled to three (3) days of paid leave of absence or five (5) days if travel of more than 200 miles is involved because of the death of any immediate family member. This leave shall not be deducted from sick leave. The District shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.

9.9 JURY LEAVE

A unit member shall be entitled to as many days of paid leave as are necessary for jury duty.

9.10 MILITARY LEAVE

Any certificated employee who is inducted or is otherwise ordered into active duty as a member of the armed forces of the United States shall be granted a military leave of absence for the duration of their period of service. The leave shall be without pay unless required by law.

9.11 OTHER LEAVES

The Board of Education may grant a leave of absence to any certificated employee for a purpose other than those listed above.

9.12 FAMILY MEDICAL LEAVE ACT

FMLA and CFRA leave run concurrently with any leaves above where applicable.

ARTICLE X- CERTIFICATED EMPLOYEE EVALUATION

10.1 PURPOSE

The purpose of an evaluation is the improvement of instruction and a better educational program through professional growth and self-reflection of staff. The identification of unit member strengths and weaknesses is the basis for assistance towards growth.

10.2 EVALUATOR

- a. The evaluator shall be the unit member's immediate supervisor, but the evaluator shall not be a unit member.
- b. For SPED unit members or service providers, the Director of Special Education may be designated as their evaluator.

10.3 EVALUATION OBJECTIVES

- a. The final evaluation shall be based on established teacher's objectives and The California Standards for the Teaching Profession set forth in the evaluation form and other areas of concern identified by the evaluator.

10.4 DEFINITION

- 10.4.1 Drop-in observation — Unannounced observation, which may occur at discretion of the evaluator. Drop-in observations will last no longer than 10 minutes.

- 10.4.2 Informal observation — is an observation of classroom instruction. Does not require a pre-conference. Date and time of the observation are the evaluator's choice. Administration will provide verbal or written feedback for the teacher's benefit.
- 10.4.3 Formal observation — Preceded by a pre-conference at most five (5) working days prior to the observation at which time the lesson's written objective(s) will be submitted to the evaluator. Date, time and subject of observation shall be agreed upon by evaluator and evaluatee. If the parties cannot agree, the evaluator shall set a date, time and subject with at least five (5) days' notice. Nothing in this article precludes the evaluator from conducting additional classroom visitations and informal observations of a unit member as deemed necessary.

There will be one formal observation during each evaluation cycle unless the observation is unsatisfactory. If unsatisfactory, the evaluator will conduct a second formal observation or conduct additional informal classroom visits. If informal classroom observations demonstrate satisfactory improvement, the evaluator will make a written record and share it with the unit member. This shall satisfy the requirement of a satisfactory observation.

- a. Formal observations, shall last at least one entire lesson or class

period whichever applies, unless it is agreed by evaluator and evaluate that the observation may be shorter.

- b. Formal observations shall be followed by a post - observation conference and a post-observation written conference summary within ten (10) working days of the observation.

10.5 FREQUENCY of EVALUATION

- a. Probationary (non-tenured) and temporary unit members shall be evaluated at least twice each school year through the standard Formal Evaluation Process.
- b. Permanent unit members not on a 5-year Formal Evaluation Cycle shall be evaluated at least every other school year through the standard Formal Evaluation Process.
- c. Permanent unit members who are on a 5-year Formal Evaluation Cycle shall be evaluated at least every five (5) years according to the Five (5) Year Formal Evaluation Cycle.
- d. If a unit member is scheduled to be evaluated during a particular school year but is granted a leave of absence for one (1) trimester or longer, such evaluation shall take place during the first year following their return to duty.
- e. When a unit member is involuntarily transferred or voluntarily transferred, they will remain on their current evaluation cycle.
- f. If a permanent unit member receives an unsatisfactory evaluation, the unit member

will be evaluated annually until a satisfactory evaluation is achieved or the unit member is separated from the District.

- g. Probationary and temporary unit members shall be evaluated each school year. If a permanent (tenured) unit member receives a satisfactory rating, an evaluation may be held every other year with the mutual Agreement of the unit member and the administrator.

10.6 FIVE-YEAR EVALUATION CYCLE

Permanent unit members who meet the following criteria will be evaluated every five years if the unit member meets the following:

- Completed five consecutive years of service with the Banta Unified School District.
- Received a "satisfactory" rating in each area of the final evaluation
- Must have a permanent teaching credential
- Members in the five-year cycle will be evaluated in the year following the fifth year.

10.6.1 If a unit member on the five-year cycle receives an "Unsatisfactory" on their Final Evaluation, they shall be evaluated annually. Once the unit member receives all "Satisfactory" ratings, the unit member shall return to the five-year evaluation cycle.

10.6.2 The unit member will be removed from the 5-year Evaluation Cycle if they receive more than one (1) Letter of Concern or Letter of Warning during their time on the 5-year cycle. If a unit member receives a Letter of Reprimand or higher during their time on the 5-year cycle, the unit member will be removed from the 5-year cycle

10.6.3 On the year of implementation (2023-2024), unit members who have served in the District for at least five (5) years, have received a final "satisfactory" rating on their last evaluation, they

will be placed on the five (5) year cycle based on the date of their last evaluation.

10.6.3 TIMELINE FOR NOTIFICATION

A unit member to be evaluated shall be notified no later than October 1. At this time, the unit member will be supplied with the forms to be used in the evaluation and advised of the evaluation criteria. The unit member will also:

- a. Be notified of the evaluator's identity.
- b. Be notified of the timeline of the evaluation procedure (length and number of formal observations, schedule of formal observations, conferences, and final evaluation).
- c. Evaluation goals for probationary and temporary employees shall be developed at the first post-observation conference.
- d. Tenured unit members will develop goals, if needed, following their first observation.

10.6.4 The evaluation process shall include the following activities:

- e. Probationary and temporary unit members shall receive at least (2) two formal classroom observations as specified below. Upon completion of a positive observation, the remainder of observations shall not be required if mutually agreed upon by the evaluator and evaluatee.
- f. If any deficiencies are expressly indicated in the observation report,

the evaluator shall hold a conference with the unit member to make specific recommendations in writing in the areas of needed improvement, including providing suggestions and directions as determined by the evaluator to assist the unit member in improving performance.

10.7 FINAL EVALUATION

10.7.1 A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days before the end of the school year, to discuss the evaluation results as set forth on the evaluation form. In the event the unit member disputes the content of the evaluation, they may prepare a written statement which shall be attached and incorporated into the final evaluation.

10.7.2 When a permanent unit member receives an unsatisfactory evaluation, the evaluator shall annually evaluate the unit member until they receive a positive evaluation or are separated from the District.

10.7.3 In the event that a permanent unit member receives an unsatisfactory final evaluation, the employee's supervisor will take affirmative action to assist the unit member in correcting any deficiencies. The supervisor's role in assisting the unit member will include but not be limited to some or all of the following:

- a. Specific recommendations for improvement.

b. Direct assistance to implement such recommendations.

c. Provision of additional resources to assist with improvements, such as mentor unit member assistance, workshops, and other remedies approved by the Governing Board at no expense to the unit member. The certificated employee also has the affirmative responsibility to utilize and cooperate with the assistance offered by the supervisor.

10.7.4 In preparation for the final evaluation form, the evaluator shall rely primarily on the data collected through classroom observations and post-observation conference summaries related to the common core state standards.

10.7.5 A unit member who received an "Unsatisfactory" or an Area of Concern on their observation shall, upon request, be granted an additional observation.

10.7.6 Any grievance regarding a violation of this article shall be limited to claims alleging violation of the expressed evaluation procedures outlined in this article. No grievance arising under this article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or District, nor shall the grievance contest the evaluator's judgment.

- 10.7.7 Nothing contained in this article shall limit the right of the District to develop and adopt additional evaluation and assessment guidelines or criteria. If the District chooses to do so, they will consult with the BEA.
- 10.8 Unit members shall be eligible for step advancement, providing they work seventy-five percent (75%) of the school year and receive a satisfactory evaluation. Paid Sick leave, Paid Personal Necessity Leave, Paid COVID leave, Bereavement leave, Jury Duty, and other undocked leave shall be included in the seventy-five (75%) percent calculation.
- 10.9 PARTICIPATION IN TEACHING METHODS/INSTRUCTION PROGRAMS
- 10.9.1 Any evaluation pursuant to this article that contains an unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District.
- 10.9.2 Any permanent classroom unit member who receives an unsatisfactory rating in their final evaluation in areas involving subject matter knowledge, teaching methods, or classroom management should participate in the District's Peer Assistance and Review Programs so long as the state funds the PAR program.

ARTICLE XI - ASSIGNMENT/TRANSFER/REASSIGNMENT

11.1 Definitions

- a. A transfer is defined as an assignment of a unit member to another school and/or site within the District. A transfer may be voluntary or involuntary.
- b. A reassignment is a change in assignment from one grade level to another within the same school or program, a change in assignment from one subject to another within the same school or program, or the movement of a unit member from one department area to another department area which may be voluntary or involuntary.
- d. Seniority is defined as years employed in the school district. Seniority begins when an employee is fully credentialed. (Interns, STPS, and PIPS do not earn credit towards seniority until fully credentialed).

11.2 Assignments

- a. Tentative Assignments

Unit members will receive a tentative assignment thirty (30) unit member work days before the unit member's last day of instruction. If the tentative assignment is changed during the summer recess, the immediate supervisor and/or the Personnel Department shall make a good-faith effort to contact the unit member by telephone. If the affected unit member cannot be reached by telephone, a letter shall be sent to the last known address of the unit member stating the assignment

change. The administration will make no more than one such involuntary change per unit member per summer.

b. Combination Class Assignments

A unit member will not serve in a combination class (K-8) for more than two (2) consecutive years unless the unit member agrees to the assignment, except for SDC classes.

11.3 Midyear Reassignments

Reassignments shall not normally be made after the beginning of the school year. If a unit member is reassigned after the beginning of the school year, the unit member shall be offered two (2) days of instruction-free time to prepare for the new assignment. When a change of classroom or site is required, three (3) additional days shall be provided. If requested, the District shall assist in moving teaching materials. If a unit member chooses to use non-workday time (i.e., On holidays, weekends, or before or after school), they may be paid their per diem for up to five days.

11.4 Voluntary Requests for Reassignment

11.4.1. Any unit member covered by this Agreement shall have the right to request transfer/reassignment subject to the following conditions:

- a. The administration will provide forms for reassignment on or before January 3. Forms for reassignment must be submitted after January 3, and before January 25, for the upcoming school year. Reassignment requests should be submitted to Human Resources.

- b. Preference requests will remain on file until the first day of school.
- c. The filing of a preference request is without prejudice to the unit member and shall not jeopardize their current assignment. A request for reassignment may be withdrawn in writing by the unit member at any time before official notification of approval.

11.4.2 If requested vacancies develop, unit members who have submitted requests for reassignment will be considered based on the following criteria:

- a. Appropriate credential/authorization/certification.
- b. The needs of the students and the instructional needs of the District.
- c. The qualifications, including recent training and experience related to the assignment, of the unit member, compared to those of other candidates who could have been considered.
- d. Length of service at the site/District shall be the determining factor if all other factors are considered equal.
- e. The site principal/District will notify unit members who are selected for voluntary transfer/reassignment.

11.5. Involuntary Reassignments

11.5.1 The District may initiate involuntary reassignments after all voluntary placements have been made for any one or more of the following reasons:

- a. To resolve credential problems or other legal requirements.

- b. To meet staffing needs caused by a change in enrollment, a new site
 - i. locations, class size adjustments, or similar changes impacting the school site.
 - c. To balance school staff with respect to race, sex, ethnicity, age, educational experience, and/or credential status when multiple school sites exist.
 - d. To meet instructional and curricular needs and program changes, including the need for special skills or experience.
 - e. To further the best interests of the unit member, the site, or the District, provided no such reassignment is made for punitive reasons. Reasons for involuntary reassignments for reasons other than 1-5 above must be supported by documentation by the supervisor to assist the unit member in working towards meeting the school's educational needs.
- 11.5.2 There shall be no more than one involuntary reassignment within any two years. If positions need to be filled, and cannot be filled voluntarily due to all employees already having been moved in prior years, then the administration can move an employee.
- 11.5.3 The immediate supervisor and/or the Personnel Department will meet with the unit member, if requested, before initiating an involuntary reassignment to explain the reasons for the move. The immediate supervisor and/or the Personnel Department shall consider any objections the unit member offers.
- 11.5.4 If a unit member is asked to move classrooms by the administration for the following school year, then the unit member will be given three (3) days per diem pay outside of

their contract to move their classroom. Three (3) days are equivalent to twenty-one (21) hours if used over several days.

ARTICLE XII - UNIT MEMBER SAFETY

- 12.1 A teacher may suspend a student from their room for the day of the suspension and the day following for good cause. He/ She shall send the student to the principal for appropriate action.
- 12.2 Unit members shall report in writing unsafe or potentially unsafe or harmful working conditions to the immediate administrator, who shall investigate and take action to remedy the unsafe or harmful conditions. If the site administrator cannot remedy the conditions within five days through the maintenance department, they shall notify the superintendent and the unit member by the end of the fifth day.

Within five (5) days, the superintendent shall initiate action to remedy the condition and monitor the progress to ensure that the condition is corrected within a reasonable time. The superintendent shall determine a reasonable period of time but shall not be longer than thirty (30) days.

PHYSICAL THREAT OR ASSAULT/BATTERY

- 12.3 Unit members shall immediately report to their supervisors all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment.
- 12.4 Any student who has caused attempted to cause or threatened to cause physical injury to a unit member shall be suspended, expelled, or otherwise disciplined in accordance with district student discipline.
- 12.5 The supervisor and other district personnel with assigned responsibilities shall take appropriate action and shall inform the unit member affected of the action taken. The

appropriate actions shall be specified in a district emergency procedure that defines the actions to be taken and fixes the responsibility for the actions.

- 12.6 Per Education Code 49079, site administrators shall notify unit members of students assigned to their classrooms or caseloads when the site administrator has knowledge of and/or has a documented history of a student's violent behavior towards others. Site administrators shall also notify unit members of students assigned to their classrooms or caseloads who have been convicted of serious offenses and/or have been formally suspended at other schools as soon as such information becomes available.
- 12.7 The requirements of Section 12.6 shall be brought to the attention of unit members at the beginning of each school year.
- 12.8 In the event that the District overturns a site recommendation for student expulsion based on physical threat or assault/battery, a District administrator shall meet with the site before the involved student's return in order to determine the initial support needed to ensure the continued safety of members and students at the site. Involved unit members shall be given prior notification of the meeting and may attend. The mutually determined initial supports shall be provided, and additional supports will be provided as needed.
- 12.9 The administration will notify teachers of record when a student is suspended. Unit members will be given the reasons and duration of the suspension. This information should remain confidential and not be shared with staff other than the administration.

ARTICLE XIII - MANAGEMENT RIGHTS AND DISTRICT POWERS

- 13.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns determine any personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenues; and contract out work, provided such work shall not reduce the current number of employees in the bargaining unit. In addition, the District retains the right to hire, assign, evaluate, promote, dismiss, and discipline employees and take action on any matter in an emergency.
- 13.2 The exercise of the foregoing powers, right, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express items of this Agreement and then only to the extent that such specific and express terms are in conformity with the laws of the State of California. A dispute between District policies, rules, regulations, and practices and specific terms of this Agreement shall be subject to the grievance procedure.
- 13.3 The District will amend its written policies and procedures and take such other action by resolution or otherwise as necessary to give full force and effect to the provisions of this Agreement.

13.4 The District retains its rights to take whatever action it deems necessary to protect the safety and welfare of students and personnel in an emergency resulting from, but not limited to, the following catastrophic events: flood, fire, and earthquake.

ARTICLE XIV SALARY AND FRINGE BENEFITS

- 14.1 The Certificated Salary Schedule is Addendum B. It is agreed to increase salary steps and columns by 8% retroactive to July 1, 2022.
- 14.2 Newly hired unit members may be granted up to twenty-six (26) years of experience for the purposes of placement on the Salary Schedule based on satisfactory service in any approved accrediting agencies by CTC institution (or corresponding regional Association) commencing with the 2023-2024 school year.
- 14.3 Units completed by September 1 of a given school year shall apply to a classification to be effective in that year. All classes must have prior written approval from the District.
- 14.4 All transcripts for completed class work must be received by October 1, or the unit member will have to wait until next school year. Unit members can only move one column per year, except unit members who are newly credentialed may move more than one column in the year they are credentialed.
- 14.5 Certificated personnel shall inform the District by May 1 if they intend to have enough units to advance to another column on the Salary Schedule. If notification is made, units for which proof of completion is provided by October 1 shall apply toward a column change. All summer courses must be approved before May 1 and completed by September 1.
- 14.6 The District shall grant step and class adjustments to all eligible certificated staff members.
- 14.7 Fringe Benefits
- The District shall provide each certificated staff member a maximum of \$13,320 annually for

fringe benefits (\$1,110 per month starting October 1, 2022).

14.7.1 The District will provide health benefits for certificated unit members and dependents, if applicable, who retire from the District after attaining age 55 and before age 65 and who have served at least ten (10) years of service in the District.

- Eligibility- 10 years of service in the District immediately before retirement
- Have reached age 55 but not 65 years of age on the effective retirement date.
- Benefits terminate upon the unit member's death or when the unit member turns 65.
- The District shall contribute the same amount to the insurance provider for the retired unit member as it contributes to active unit members (CAP). Retirees shall be responsible for any additional costs beyond the District's benefit CAP for active unit members.
- If the retired Unit Member is disqualified from the Plan for non-payment of their portion of the premium, the District will no longer be responsible for its payments.
- The District will allow spouses of unit members who worked for the District for ten (10) years before retirement to keep and pay for the full cost of health care premiums if permitted by the District's insurance carrier upon a unit member's death so long as the District does not incur any expenses.
- If a unit member is not participating in the benefits due to age or Medicare coverage, their spouse may participate in COBRA for 36 months at no cost to the District.

14.8 The District shall provide the following benefits as offered by the Central Valley Trust (CVT) to bargaining unit members:

- A group health plan with prescribed drugs, employees, and dependents under a CVT Plan.
- Dental Plan, employee, and dependents.
- Vision care, employee, and dependents.

14.9 Stipends

14.9.1 Professional Stipends -Beginning July 1, 2021, all stipends shall receive the same salary scheduled percentage increase.

14.9.2 Unit Members with a Master's Degree from any approved accrediting agencies by CTC shall receive a Master's Degree Stipend of \$2,000/ year (off schedule).

14.9.3 Unit members who are credentialed for teaching Special Education classes and are currently teaching Special Education shall receive a stipend of \$1,700/year (off schedule).

14.9.4 RSP unit member for any day in which a unit member is required to coordinate involving a non-school-aged child that is the school district's responsibility shall receive a stipend of \$332 per case.

Note: A unit member teaching Special Education with a Special Education credential and a master's degree would receive a master's and a Special Education stipend.

14.9.5 Stipends for Leadership of school-related student activities by a certificated employee.

- Academic Pentathlon \$277
- Book Fair \$221
- GATE Advisor \$553
- BTSA Mentor \$1,660 per provider/participant
- Honor Society Advisor \$540
- Science Camp Advisor \$111 per day/teacher
- Bridge Camp \$553
- Science Fair/Math and Astronomy Night Coordinator \$221
- Coaches (Unit member-in-charge (teacher) coach)\$648
- Coaches(Unit member-in-charge (teacher) non-coach) \$432
- Sports Coordinator-\$830
- Student Council Advisor \$553
- Unit member in Charge- \$120 per day (prorated for a partial day)
- After 20 consecutive days, the rate increases to \$175/ day (Duties increase to reflect administrative duties. 7:30 a.m. -4:30 p.m. or when professional duties are completed, including IEPs, SSTs, 504s, dances assemblies, graduation, district meetings, etc.) The teacher's assignment in Charge will not arbitrarily be rotated amongst staff. The assignment can be split between two-unit members at administrative discretion.
- Graduation Coordinator \$277
- Yearbook Advisor \$553

- SST Coordinator \$553
- Class size overflow (the District will pay a stipend of 4 or more students from another class- agree that less than four (4) students will not be assigned unless compensated at the same rate) \$111
- Cover a class during prep when requested by the principal for \$49.00

14.9.6 Classroom Stipends

14.9.6.1 Class Size- The class size stipend will be \$250 per qualifying school month class size reaches 33 students per attendance month. Stipend to increase to \$400 for classes once they reach 37 students per attendance month, for a max of \$4,000. Each unit member that is team teaching (sharing one group of students) will receive 75% of the stipend each month.

14.9.6.2 Add a classroom aide for the year when a class reaches 40 students for a period of one consecutive month.

14.9.6.3 Combination classrooms- The classroom stipend will be \$553 if under 90 days/ \$1,107 if over 89 school days.

14.9.6.4 Science Teacher Stipend. An annual year-end stipend of \$830 for a science unit member will be given when at least one class reaches 34 students or \$1,107 when at least one class reaches 37 students. The classroom aide will accompany the class to the science lab if the class has 40 or more students.

14.9.7 Hourly Rates: There are three hourly rates for Unit members:

14.9.7.1 Student contact time/ Hourly rate- \$55.00- Student contact time as instruction or supervision of students. This would include after-school tutoring, after-school detention, and after-school supervision outside of contracted hours. If a unit member receives

a stipend for a specific duty after school, they are compensated only by the stipend.

14.9.7.2 Non-student contact time/ Hourly rate- \$45.00- Non-student

contact time may include staff training outside of the contract day, professional development outside of the contract day, and other projects as defined by administration.

14.9.7.3 Per diem/ hourly per diem- Variable based on unit members' position and salary placement. Per diem is used for assignments such as summer school pay, classroom moves/ set up, assignment change which requires in-school year move and reassignment, and any other per diem hourly rate based on past practice.

14.9.8 The District reserves the right to offer a referral bonus to existing unit members or signing bonuses to newly hired unit members based on the District's financial resources and the need for identified areas of assignment. All referral and signing bonuses will be equal for all existing and incoming unit members. Bonuses will be capped at \$5,000. Any higher bonus amounts will be negotiated with BEA. All incoming unit members who receive a signing bonus will sign a multiyear agreement for employment.

ARTICLE XV - ORGANIZATIONAL SECURITY/PAYROLL DEDUCTION

15.1 Dues Deduction

- 15.1.1 The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Upon written notification from the Association to the District, association dues shall be increased or decreased without reauthorization from the unit member.
- 15.1.2 Pursuant to initial authorization by the unit member, the District shall deduct 1/11 of the Association dues from their regular salary check each month, August through June. Deductions for unit members who sign such authorization after the commencement of each school year shall be appropriately prorated to complete the payment by the end of the school year.
- 15.1.3 Authorization and changes received by the District prior to or on the 15th of each month shall be included in the same month's payroll.
- 15.1.4 Authorizations and changes received by the District after the 15th of the month shall not be required to be included in the same month's payroll process but shall be included no later than the following month's payroll process.
- 15.1.5 With respect to all sums deducted by the District pursuant to the authorization of the unit member for the membership dues, the District agrees to promptly remit such monies to the Association along with an alphabetized list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

- 15.1.6 The District shall only discontinue payroll deductions of dues payments for any unit member upon receipt of written revocation from the unit member, subject to the timelines in the above-listed agreements.
- 15.1.7 Upon receipt of the written revocation, the District shall submit one (1) copy to the Association.
- 15.1.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

ARTICLE XVI - REOPENERS

16.1 Reopeners for each school year include salary, benefits, and two reopeners per party.

16.2 For the 2023/2024 contract, both parties agree to open Health Safety/Protocol

16.3 The parties are free to discuss issues of mutual concern between their
authorized representative.



BUSD Grade Level Preference

The administration will provide forms for grade level preference on or before January 3. Forms for grade level preference must be submitted after January 3, and before January 25, for the upcoming school year.

Name:		Date:	
Phone #:		Summer Contact #:	

Grade Level and/or Subject Areas Preferred (be specific):

Grade Level	
1st preference	
2nd preference	
3rd preference	
5-8 Subject Matter	Math/Science or ELA/ History
1st preference	
2nd preference	

Credentials/ Certificates Held:	2.
1.	3.

Teaching experience years-BUSD	
Elementary Grades Levels Taught	
Secondary Grade/ Subjects Taught	

Comments:



BUSD/ BEA Grievance Form

See BEA Contract Article VI

Name _____ Site _____ Gr _____

Position _____ Date _____

Level I

Level II

Level III

Level IV

I. Grievance: (Clear, concise statement)

II. Specific Contract Section Violated, Misinterpreted, or Misapplied:

III. Circumstances Involved:

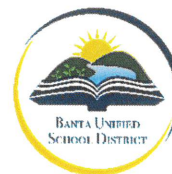
IV. Decision Rendered at Previous Level: Attach administrative response

V. Specific Remedy Sought:

Employee Signature

Use a separate form for each grievance.
Please include a copy of the original grievance if applicable.

BUSD Teacher Observation Form



Today's date: _____

Teacher's Name: _____

Evaluator's Name: _____

Grade Level: _____

Lesson Subject: _____

Certification Status: _____

number of years with BUSD: _____

Performance Rating based on the California Standards of the Teaching Profession (Ed. Code 44661.5)

1. Satisfactory: This rating demonstrates acceptable performance.
2. Area of Concern: This rating exhibits the potential to meet standards but demonstrates a lack of consistent acceptable performance. The immediate supervisor shall provide specific recommendations for improving the stated area needing improvement.
3. Unsatisfactory: This rating demonstrates unsatisfactory performance. Specific recommendations for meeting the Standard not met shall be provided by the immediate supervisor.

All standards may not be observed or applicable to every lesson.

STANDARD 1 – Engaging and Supporting All Students in Their Learning	Observed/Evidence	Not Observed/NA	Satisfactory	Area of Concern	Unsatisfactory
1.1 Connecting students' prior knowledge, life experience, and interests with learning goals.					
1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs.					
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice.					
1.4 Engaging students in problem-solving, critical thinking, and other activities that make subject matter meaningful.					
1.5 Promoting self-directed, reflective learning for all students.					
Comments:					

STANDARD 2 –Creating and Maintaining Effective Environments for Student Learning	Observed/Evidence	Not Observed/NA	Satisfactory	Area of Concern	Unsatisfactory
2.1 Creating a physical environment that engages all students.					
2.2 Establishing a climate that promotes fairness and respect.					
2.3 Promoting social development and group responsibility.					
2.4 Establishing and maintaining standards for student behavior.					
2.5 Planning and implementing classroom procedures and routines that support student learning.					
2.6 Using instructional time effectively.					
Comments:					

STANDARD 3 – Understanding and Organizing Subject Matter to Promote Student Learning	Observed/Evidence	Not Observed/NA	Satisfactory	Area of Concern	Unsatisfactory
3.1 Demonstrates knowledge of subject matter content and student development.					
3.2 Organizing curriculum to support student understanding of subject matter.					
3.3 Interrelating ideas and information within and across subject matter areas.					
3.4 Developing student understanding through instructional strategies appropriate to the subject.					
3.5 Using materials, resources, and technologies to make the subject matter accessible to students.					
Comments:					

STANDARD 4 – Planning Instruction and Designing Learning Experiences for All Students	Observed/Evidence	Not Observed/NA	Satisfactory	Area of Concern	Unsatisfactory
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs.					
4.2 Establishing and articulating goals for student learning.					
4.3 Developing and sequencing instructional activities and materials for student learning.					
4.4 Designing long and short-term plans to foster student learning.					
4.5 Modifying instructional plans to adjust for individual student needs.					
Comments:					

STANDARD 5 – Assessing Student Learning	Observed/Evidence	Not Observed/NA	Satisfactory	Area of Concern	Unsatisfactory
5.1 Establishing and communicating learning goals for all students.					
5.2 Collecting and using multiple sources of information to assess student learning.					
5.3 Involving and guiding students in assessing their own learning.					
5.4 Using the results of assessment to guide instruction.					
5.5 Communicating with students and families about student progress.					
Comments:					

STANDARD 6 – Developing as a Professional Educator	Observed/Evidence	Not Observed/NA	Satisfactory	Area of Concern	Unsatisfactory
6.1 Reflecting on teaching practice and planning professional development.					
6.2 Establishing professional goals and pursuing opportunities to grow professionally.					
6.3 Working with families to support student learning.					
6.4 Managing professional responsibilities to maintain motivation and commitment to all students.					
6.5 Working with colleagues to improve professional practices.					
Comments:					

Summary of Review: Commendations and recommendations must include those relative to the Standards. Comments that indicate "Unsatisfactory" should be specific in nature, supported by evidence, and recommended methods of improvement provided. (Ed. Code 44664)

Satisfactory	Unsatisfactory

COMMENDATIONS:

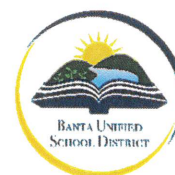
RECOMMENDATIONS:

Evaluator's Signature: _____ Date Signed: _____

Next Observation Date: _____

This report was discussed with me in a conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

Evaluatee's Signature _____ Date Signed: _____



BUSD Summary Teacher Evaluation Form

Today's date: _____

Teacher's Name: _____

Evaluator's Name: _____

Grade Level: _____

Lesson Subject: _____

Certification Status: _____

number of years with BUSD: _____

Formal Observations Dates: _____ (Attached to this Final Evaluation)

In-Formal Observations Dates: _____

Performance Rating based on the California Standards of the Teaching Profession (Ed. Code 44661.5)

STANDARD 1 – Engaging and Supporting All Students in Their Learning	Satisfactory	Area of Concern	Unsatisfactory
Comments:			
STANDARD 2 –Creating and Maintaining Effective Environments for Student Learning	Satisfactory	Area of Concern	Unsatisfactory
Comments:			
STANDARD 3 – Understanding and Organizing Subject Matter for Student Learning	Satisfactory	Area of Concern	Unsatisfactory
Comments:			

STANDARD 4 – Planning Instruction and Designing Learning Experiences for All Students	Satisfactory	Area of Concern	Unsatisfactory
Comments:			
STANDARD 5 – Assessing Student Learning	Satisfactory	Area of Concern	Unsatisfactory
Comments:			
STANDARD 6 – Developing as a Professional Educator	Satisfactory	Area of Concern	Unsatisfactory
Comments:			

Summary of Final Review: Commendations and recommendations must include those relative to the Standards. Comments that indicate "Unsatisfactory" should be specific, supported by evidence, and recommended methods of improvement provided. (Ed. Code 44664)

COMMENDATIONS:

RECOMMENDATIONS:

FINAL OVERALL PERFORMANCE COMMENTS AND NEXT STEPS:

Satisfactory	Unsatisfactory

Evaluator's Signature: _____ Date Signed: _____

EVALUATEE COMMENTS:

This report was discussed with me in a conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

Evaluatee's Signature _____ Date Signed: _____



BUSD Observation Pre-Conference Worksheet

Teacher: _____

Date: _____

Observation Time/Period: _____

Subject - Grade: _____

Post-Conference Date//Time: _____

Observer: _____

What will be happening in your class?

Activity: Introductory ☐ Continuing ☐ Culminating ☐

Explain any relevant lessons / activities that directly preceded / followed this lesson.

What is your objective? (The learner will....)

What will you be doing to achieve your objective(s)?

How will you know if your lesson was successful?

What would you like me to look for specifically?

Are there other things I should know about your class? (e.g., constraints, if any)



BUSD Observation Post-Conference Worksheet

Teacher: _____
Subject - Grade: _____
Period Observed: _____

Date: _____
Observer: _____
Date Observed: _____

How did you feel about the lesson?

What did you notice about your students' behavior and performance? Was it as you had planned?

What did you do to assist your students in their learning?

Did you achieve your objectives?

If so, what worked particularly well?

If not, what might you have done differently?

How did you engage and support all students in learning during the lesson?

What would you do differently if you were to teach this lesson again?

How does this connect to your next lesson?

Between now and the next observation, I will focus on (Performance Objectives for teachers)

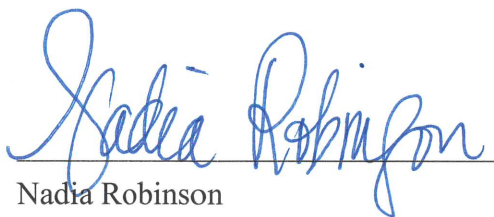
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How do you feel about the process we've just cooperated in? (optional)

**Agreement between the Banta Educators Association /CTA/NEA and
Banta Unified School District**

The following constitutes a bilateral agreement between the Banta Educators Association CTA/NEA and Banta Unified School District. This Agreement will become effective upon ratification by the Association and the Banta Unified School District Board of Trustees. Once adopted, this Agreement shall remain in effect until June 30, 2026.



Nadia Robinson
BEA President



Rechelle L. Pearlman
BUSD Superintendent



2022-2023
BANTA Unified SCHOOL
DISTRICT
Certificated Salary Schedule

	I	II	III	IV	V
CLASS	BA ≤ 45	BA + 45	BA + 60	BA + 75	BA + 90
STEP					
1	56,470	58,445	60,492	62,608	64,799
2	58,163	60,198	62,304	64,486	66,742
3	59,909	62,003	64,177	66,419	68,744
4	61,708	63,866	66,102	68,413	70,807
5	63,558	65,781	68,082	70,466	72,932
6	63,558	67,756	70,127	72,580	75,120
7	63,558	69,785	72,231	74,757	77,373
8	63,558	71,879	74,396	76,999	79,694
9	63,558	74,035	76,629	79,309	82,085
10	63,558	74,035	78,925	81,687	84,546
11	63,558	74,035	81,294	84,140	87,085
12 *	63,558	74,035	81,294	88,009	91,089
13	63,558	74,035	81,294	88,884	91,995
14	63,558	74,035	81,294	89,769	92,911
15 *	63,558	74,035	81,294	91,171	94,362
16	63,558	74,035	81,294	92,072	95,295
17	63,558	74,035	81,294	92,984	96,238
18 *	63,558	74,035	81,294	94,417	97,722
19	63,558	74,035	81,294	95,345	98,682
20	63,558	74,035	81,294	96,282	99,652
21 *	63,558	74,035	81,294	97,742	101,163
22	63,558	74,035	81,294	98,698	102,152
23	63,558	74,035	81,294	99,662	103,150
24 *	63,558	74,035	81,294	101,147	104,687
25	63,558	74,035	81,294	103,307	106,923
26	63,558	74,035	81,294	105,467	109,158

Annual Masters Degree \$2,000.00
 Stipends
 SPED Teachers \$1,700.00

* includes longevity increases

Fringe Benefit CAP \$13,320 = \$1110/mo.

Board Approved 03/09/2023