

Collective Bargaining Agreement
Between
Bayshore Education Support Professional
Association and
Bayshore Elementary School District

Effective until June 30, 2025

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Article 1—AGREEMENT & RECOGNITION

1.1 This Agreement is made and entered into by and between the Board of Education of the Bayshore School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District" and the **Bayshore Education Support Professional Association**, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."

1.3 Use of Titles. Titles are included for the convenience of the readers. They are not integral to the agreement.

1.4 The District recognizes the Association as the exclusive representative of all **Instructional Aides, Cafeteria Staff, Parent/Liaison Community Liaison, School Secretary, School Custodian, School Nurse and employees, and excluding the following employees: certificated (substitute summer school inclusive), confidential, managerial and executive employees.**

Article 2—ASSOCIATION RIGHTS

2.1 Use of Equipment/Facilities

The Association and its members shall have the right to make use of school equipment, buildings and facilities at all reasonable hours. Any costs arising from use of such equipment shall be prorated to the Association. Use of such equipment is subject to reasonable regulation by school administrations.

2.2 Posting Notices

The Association shall have the right to post notices of activities and matters of the Association concern on bulletin boards at least one of which shall be provided in each school building in areas frequented by unit members; a copy of any posted material shall be forwarded to the building supervisor at the time of posting. The Association may use the District mail service and unit member mailboxes for communications to unit members.

2.3 Transaction of Association Business

Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, including faculty and/or staff meetings; in the case of faculty/staff meetings, Association business shall be the last item on the agenda. Use of such school property is subject to reasonable regulation by school administrations.

Article 3—NEGOTIATIONS PROCEDURES

3.1 Timing of Negotiations

Not later than 30 days following the public hearing on the Association's proposals, negotiations shall begin at a mutually agreed date and time.

3.2 Use of Consultants

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

3.3 Designation of Representatives

The Board and BESPAs may discharge their respective duties by means of authorized officers, individual representatives, or committees.

3.4 BESPAs Representation in Bargaining

BESPAs shall designate not more than **four (4)** representatives who shall receive sufficient release time without loss of compensation for negotiations and impasse proceedings.

3.5 Furnishing Information

The Board shall furnish BESPAs, upon request, with budgetary and other information which is pertinent to negotiations and which enables BTA to fulfill its role as the exclusive bargaining representative.

3.6 Salary Information, October 15th

Not later than October 15, the Board shall furnish BESPAs with placement of personnel on the respective salary schedules as of October 1. The placement will be done as a frequency count; no names will be listed.

3.7 New Legislation

Bargaining will occur over the impact of legislation which affects working conditions and/or is negotiable under the EERA.

Article 4—PROFESSIONAL DUES/AGENCY FEES AND PAYROLL DEDUCTIONS

4.1 Deduction of Dues

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to the end of the school year.

4.2 Other Deductions

Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board.

4.3 Membership

The Parties agree that membership - adding new members, maintaining current members or dropping members who complete the process with the Association to do so - is entirely a function of the association and no part of this Agreement may interfere with the Association membership process.

4.4 Remittance of Dues/Fees

The District agrees to remit membership dues and agency fees promptly to the Association, accompanied by a list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association.

4.5 Needed Information

The Association and the District agree to furnish each other any information needed to fulfill the provisions of this article.

4.6 Hold Harmless Agreement

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

Article 5 - NON-DISCRIMINATION

5.1 The District is aware of and acknowledges the following state and federal statutes prohibiting discrimination: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, the Education Code Sections 44100, 44105, and 44830, Public Law No. 101-336, Education Code Sections 212.5, 212.6, and Government Code Section 3543.5. Further, the District is aware and acknowledges that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, gender identity, age, physical disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement. Nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.

Article 6 – GRIEVANCE PROCEDURE

6.1 Definitions

6.1.1 Grievance

A “grievance” is a formal written allegation that there has been a violation, misinterpretation or misapplication of specific provision(s) of this Agreement.

6.1.2 Day

A “day” for this Article shall be any day in which the grievant is required to render service to the District. If a grievance arises during the last two weeks of the school year, a “day” shall include any of the ten working days following the last day of school.

6.1.3 District Representative

The appropriate designated District representative shall be the management person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances. A member shall be so notified if the immediate administrator is someone other than the management person having immediate jurisdiction over the member.

6.1.4 Grievant

A “grievant” is a member of the bargaining unit, or the Association, asserting a grievance. Any unit member may be accompanied at the informal level or step one by an association rep of his/her choosing.

6.1.5 Group Grievance

If two or more members of the bargaining unit have the same grievance in issue and fact, then the grievance shall be consolidated for purposes of hearing and decision, provided further, that the rights of the parties not thereby be prejudiced.

6.1.6 Association Grievance

A grievance initiated by the Association shall be filed at Level Two subject to complying with the timelines set forth in Section 6.2.2.1.

6.2 Procedures

6.2.1 Informal Resolution

6.2.1.1 Conference

Before filing a formal written grievance, the grievant must attempt to resolve the matter by an informal conference with the appropriate designated District representative. This informal conference shall be requested within ten (10) days of the act or omission which gave rise to the grievance, or within ten (10) days of when the act or omission first came to the attention of, or in the exercise of reasonable diligence should have come to the attention of, the grievant. The parties to the grievance may be represented at this conference. The grievant may request and additional five (5) days extension in writing from the Personnel Office. The extension will be

granted if the written request is received by the Personnel Office prior to the expiration of the above time.

6.2.1.2 Right to Proceed

If the matter is not resolved at the informal conference, the grievant may proceed to the formal level.

6.2.2 Formal Written Grievance

6.2.2.1 Submission/timeline

If the grievance has not been resolved informally, the grievant may present a formal written grievance on the appropriate form to the superintendent with a copy to her/his immediate supervisor within twenty (20) days of the acts or omissions which gave rise to the grievance, or within twenty (20) days of when the acts or omissions first came to the attention of, or in the exercise of reasonable diligence should have come to the attention of, the grievant.

6.2.2.2 Format of Grievance

The written statement of the grievance shall make specific reference to the contractual section allegedly violated, the circumstances involved, the decision at the informal conference, and the specific remedy(ies) sought. (Referred on previous page).

6.2.2.3 District Response Timeline/Representation

The Superintendent or designee shall communicate a written decision and the reasons therefore to the grievant within fifteen (15) days after receiving the grievance. If the District's representative does not respond within the time limits, the grievant may proceed to the next level. Both parties shall be entitled to be represented at such conference.

6.2.2.4 Right to a Conference

The Superintendent or designee shall conduct an investigation and, upon request, hold a conference with the grievant. The parties to the grievance may be represented at said conference. Within fifteen (15) days of the receipt of the appeal or any amendment thereof, the superintendent or designee shall deliver to the grievant a written decision with the reasons therefore.

6.2.3 Arbitration

6.2.3.1 Demand

If not satisfied with the decision at the formal level the Association may submit a written demand for arbitration to the Superintendent. Only issues which were processed and handled in accordance with the grievance procedure of this Article are subject to arbitration. The grievance is resolved if a written request for arbitration is not submitted within ten (10) days after receipt by the grievant of the superintendent's decision, or if there has been no response at the formal grievance level, within ten (10) days of the deadline for receipt of the grievance response.

6.2.3.2 Selection from Panel

Either party may request that the American Arbitration Association supply a panel of seven (7) names of arbitrators experienced in public sector grievances. The selection of an arbitrator shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), and the parties shall be bound by the Voluntary Labor Arbitration Rules of the AAA.

6.2.3.3 Identification of Issues

Within ten (10) days of the selection of the arbitrator, the superintendent and the grievant or designees shall attempt to agree in writing upon the issue or issues to be submitted to the arbitrator. If they are unable to agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievances and answer thereto each level.

6.2.3.4 Arbitrability

In the event there is a dispute between the District and the grievant as to arbitrability of any issue(s), the question of arbitrability shall be ruled upon by the arbitrator prior to hearing the issue(s) of the grievance.

6.2.3.5 Limit of Arbitrator's Authority/Evidence

The arbitrator shall have no authority to make a decision based upon arguments not disclosed in the Informal and Formal Levels. The arbitrator shall render a written decision on the submitted issue(s) in accordance with AAA rules after the close of the hearing, or if an oral hearing has been waived, after the final submission of written evidence and final arguments.

6.2.3.6 Limit of Arbitrator's Authority/Scope

The District and the Association agree that the jurisdiction and authority of the arbitrator so selected in opinions he/she expresses, will be confined exclusively to the interpretation of the expressed provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to or subtract from, alter, amend, or modify the provisions of this Agreement. The decision of the arbitrator within the limits prescribed, shall be final and binding upon the parties to the dispute.

6.2.3.7 Cost Sharing

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the parties incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of the court reporter shall be paid by the party requesting same. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party one-half of the cost of the court reporter's services and expenses. The cost of any transcript or any copy thereof requested by either shall be borne by the party requesting same.

6.2.3.8 Exclusive Forum

The Association and unit members agree that the grievance/arbitration procedures herein shall be the exclusive forum, in lieu of any other legal process or procedure for resolution, for resolving issues arising out of or in connection with a violation, misinterpretation, or misapplication by the District of any provisions in this Agreement.

6.3 Miscellaneous Provisions

6.3.1 Witnesses

Relevant employee witnesses, the grievant and the grievant representative shall be provided release time without loss of pay for the purpose of participating at grievance conferences with appropriate District representatives and testifying at the grievance arbitration hearing. Witnesses may be placed on on-call status and required to attend the arbitration hearing for only so long as their testimony is taken. By mutual agreement, relevant employee witnesses, the grievant and the grievant's representative shall be provided release time without loss of pay for the purpose of preparing for the arbitration hearing.

6.3.2 File Maintenance

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant and maintained in the office of the superintendent.

6.3.3 No Reprisals

No party to a grievance shall take any reprisals against the other party to the grievance because he/she participated in an orderly manner in the grievance procedure.

6.3.4 Timelines, Waivers and Requirements

Time limits contained in this Article may only be waived by mutual agreement. Failure by the grievant to meet any time limit as specified herein for each level of the grievance procedure shall result in automatic settlement according to the last decision rendered for the particular grievance. Upon the District's failure to meet any time limit herein for each level of the grievance procedure, the grievant may appeal to the next level.

6.3.5 Consent of Association for Arbitration

No grievance shall be arbitrated without the consent of the Association.

Article 7 - EVALUATION PROCEDURES

7.1 Evaluation and assessment of the performance of each unit member shall be on a continuing basis, according to the following schedule:

Probationary Employees

- After Month 1
- After Month 5
- Annually
- one month

7.2 Purpose: The purpose of an evaluation is to ensure high quality professionals in the school setting. Evaluations are meant to support growth. The system shall be based on the following elements.

- Clear expectations;
- A broad context of evaluation in which multiple and diverse measures are used to assess effectiveness.
- Use of data for the sole purpose of enabling unit members and evaluators to assess areas of strength and development.

7.3 All unit members being evaluated shall follow the evaluation process set forth below:

7.3.1 By September 15, there will be an evaluation orientation for all unit members. The meeting will be held during the scheduled Wednesday professional growth time. The meeting will include the following:

7.3.1.1 Review of the Job Description

7.3.1.2 Review of Performance Evaluation Form
Reviewing the evaluation process and the evaluation form

7.3.1.3 A conference for the purpose of providing feedback regarding the evaluation will be held by May 15.

7.3.2.1 A copy of the Performance Evaluation Form (see Appendix B) will be given to the unit member. A copy of the Performance Evaluation Form will be placed in the unit member's personnel file. The unit member being evaluated is to sign the Performance Evaluation Form. This signature does not indicate approval of the contract, but rather that the performance evaluation form has been received by the member. Written comments may be made by the unit member and be submitted to the Evaluator within ten (10) working days. Such comments will be attached to the Performance Evaluation Form.

7.4 Any evaluation performance pursuant to this procedure which contains a rating of "Standard Not Met" (1) of a unit member's performance may include the requirement that the unit member participate in a program designed to improve appropriate areas of the unit member's performance.

- 7.5 The substance of the evaluator's performance evaluation report shall not be subject to the grievance procedure. Violations of evaluation procedures specified may be grieved.

Article 8—HOURS OF EMPLOYMENT

8.1 Unit members are expected to be on campus, except for duty-free lunch, at their designated reporting times, except as noted in this article.

8.2 The length of the school year will be 185 work days, as follows:

8.2.1 180 days of student days

8.2.2 Three (3) days of district-provided staff development and school preparation prior to the start of the instructional year, scheduled for the three week days before the first student day.

8.2.4 Two (2) days of district-provided staff development throughout the school year, but not to be held within 30 days of the end of the school year.

8.3 The work year calendar shall be annually negotiated and included in this agreement as APPENDIX D.

8.4 Each Wednesday shall be a minimum instructional day for the purposes of professional growth time. "Professional growth time" is defined as professional learning, staff meetings, curriculum development, student services collaboration, and grade level or department collaboration.

Those Wednesdays of non-mandatory staff meetings shall be collaborating with partner teachers and/or preparation training for unit members.

8.4.1 All Wednesdays will be one and one half (1.5) hours in length for professional growth time. This will run from 1:00 pm to 2:35 pm, as long as dismissing students at 1:00 pm meets the state instructional minutes requirement.

8.5 Minimum days shall be granted unit members for the following reasons:

The programs affected at a site will include the participation of unit members at that site and will be held at a time that maximizes parent attendance.

8.5.1 Staff development programs.

8.5.2 Parent conferencing.

8.5.3 School day preceding a break with 3 or more consecutive weekdays off.

8.5.4 Halloween

8.5.5 On the last day of school the work day shall end at Noon.

8.6 Unit members shall have a daily, duty-free, uninterrupted lunch period of not less than 30 minutes

Article 9—WAGES

9.1 Unit members shall receive their salary pursuant to Appendix A, which contains certain rules and regulations.

July 1, 2022- June 30, 2023

Salary schedule increased by 3% on salary schedule and, additionally;

If the final approved State Budget shows an increase in Unrestricted Funds as compared to the Bayshore adopted budget's Unrestricted Funds, then the District will agree to the additional raise retroactive to July 1, 2022 for members receiving the 3% raise according to the following:

- Unrestricted Funds increase between \$50,000 and \$74,000 results in a raise of .5%
- Unrestricted Funds increase between \$75,000 and \$99,999 results in a raise of 1.0%
- Unrestricted Funds increase between \$100,000 and \$149,000 results in a raise of 1.5%
- Unrestricted Funds increase is greater than \$150,000 then the Parties will meet to negotiate the raise percentage.

Article 10 - HEALTH AND WELFARE BENEFITS

10.1 The District shall provide unit members and their eligible dependents, including domestic partners and their dependents, with a health services insurance plan, a dental services insurance plan and a vision services insurance plan.

10.1.1 The District shall participate in the San Mateo JPA (SMJPA) for the health services and the San Mateo County Schools Insurance Group (SMCSIG) for the dental and vision services plans.

10.1.2 The District shall pay premiums for the Employee Only - High Plan of the lowest cost provider offered through the District's health benefit carrier. The District shall additionally pay the amount equivalent to the rate of dental coverage – Employee Only and vision coverage – Employee Only. Any costs of health benefits for unit members electing other plans including plus one or family plans plus dental and vision in excess of this amount shall be deducted from the unit member's monthly paycheck.

10.1.3 Unit members employed at least 0.50 full time equivalents (FTE) and less than 1.00 FTE shall receive a pro-rated contribution toward these plans in the same proportion as their Full Time Equivalency. For example, a unit member employed as a 60% FTE shall receive a district contribution equal to 60% of the district maximum contribution.

10.1.4 Unit members that are employed for 100% of the regular work year shall receive twelve months of benefit coverage beginning on October 1 of the preceding year ending on Sept. 30 of the following year.

10.1.5 Unit members who separate from their employment prior to the close of the school year shall be provided benefits through Sept. 30 or six (6) months, whichever occurs first.

10.1.6 The District shall inform in writing all qualified unit members and/or beneficiaries of their right to continue benefit coverage under provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

10.1.6.1 The District shall inform in writing all qualified members and/or beneficiaries of changes in insurance groups.

10.2 Retired Personnel Health Plan

Upon retirement, the district shall provide the insurance plans established in Section 10.1 to unit members providing:

10.2.1 Individual Only

The amount paid by the District shall be for the health coverage of the individual retiree and shall not exceed that total amount allocated to current unit members under the current plan.

10.2.2 At Least Fifty-five (55) Years of Age

The unit member is at least 55 years of age.

10.2.3 Fifteen or More Years

The unit member has 15 or more consecutive years of service in the District prior to retirement.

10.2.4 Does Not Re-enter Teaching Profession

The unit member does not reenter the teaching profession on a full-time basis.

10.2.5 Duration

The district shall provide paid health care for retirees in the same manner as active unit members until end of the 24th month prior to the retiree becoming eligible for Medicare coverage. Beginning with the 23rd month prior to Medicare eligibility, the district shall provide 50% of the then maximum district contribution toward retiree health care. Upon Medicare eligibility, the district paid coverage will cease.

10.3 Disability

The district shall provide disability/salary protection insurance through the CTA sponsored plan for all unit members.

Article 11 – LEAVES

11.1 Illness or Injury Leave

11.1.1 Sick Leave, Definition

Sick leave may be used for absences arising out of illness, mental health, disability, injury, maternity or quarantine.

11.1.2 Sick Leave Days Per Year

A unit member working five (5) days per week for a full contract year of ten (10) months shall be annually entitled to ten (10) days paid sick leave. A unit member working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.

11.1.3 Leave Advance

Credit for leave of absence need not be accrued prior to taking such leave by the unit member, and such leave of absence may be taken at any time during the school year. If a unit member does not complete an entire year of service, but has used all paid sick leave, the amount of compensation received for sick leave taken but unearned shall be repaid the District, and the District shall have the right to make any necessary adjustments on the last warrant.

11.1.4 Regular Pay

Pay for any such day of absence shall be the same as the pay which would have been received had the unit member served during the day. A unit member who is absent because of illness or injury for less than a school day shall have a prorated amount of sick leave deducted.

11.1.5 Accrued Sick Leave

11.1.5.1 Accrual of Unused Sick Leave

Unused sick leave shall be accumulated from year to year. If a unit member obtains employment in another California public school district, the unit member's accumulated sick leave record shall be sent to that district, upon written request.

11.1.5.2 Annual Status Report

No later than November 1st of each school year, every unit member shall receive a sick leave credit statement showing the number of days in the accumulated account and the number of days allocated for the current school year. Should a unit member retire, the accumulated sick leave shall be credited to the unit member's retirement account to the extent permitted by STRS rules and regulations.

11.1.6 Notice to District School

Unit members must contact the Personnel Office as soon as the need to be absent is known, but in no event less than one-half hour prior to the start of the workday. Notification shall include the expected date of return.

11.1.7 Verification

If the District has reason to believe that a unit member is or has been abusing sick leave, the unit member may be required to present a medical doctor's certificate or other verification substantiating the illness or injury.

11.1.8 Notice of Return Date

When a unit member is on sick leave, he/she shall notify the site administrator of the expected date of return no later than the end of the teaching day preceding the date of return.

11.1.9 Extended Illness Leave

If a unit member has used all accumulated sick leave and is still too ill to return to work, upon request to the District and with illness verification, the unit member shall be entitled to extended illness leave benefits pursuant to EC 44977. For a period of up to five, cumulative months, the employee shall receive regular salary, except that an amount shall be deducted which shall be equal to the sum actually paid to a substitute or which would have been paid to a substitute were a substitute to be employed, under the rules and procedures of the personnel department of the district, except that in no event would the amount deducted exceed the then current salary for a long-term substitute. Extended sick leave calculations begin at the expiration of the tenth day of advanced sick leave for the current year, or at the expiration of accumulated leave (whichever is later). When requested, and when related to employee illness, family leave begins at the expiration of extended sick leave.

11.2 Pregnancy Disability Leave

11.2.1 Granting of Leave

Upon written request, pregnancy disability leave shall be granted to any unit member required to be absent from duties because of disability caused or contributed to by pregnancy, miscarriage, childbirth or recovery there from. Such leave shall be subject to the following provisions:

11.2.2 Chargeable to Sick Leave

This leave shall be chargeable to the sick leave and/or extended illness leave pursuant to Sections 11.1.

11.2.3 Continue to Teach Until Doctor Certifies

A unit member is expected to continue the performance of his/her duties until his/her physician certifies that he/she is physically incapable of such performance.

11.2.4 Early Work Stoppage

If a unit member wishes to cease performing their duties at an earlier date, they may request a personal leave without pay.

11.2.5 Physician Verification

A unit member requesting pregnancy disability leave shall specify in writing the date on which they plan to begin the leave. The leave shall be granted for the period of time the unit member's physician verifies that they are not physically able to perform their duties.

11.2.6 Return to Work Clearance

A unit member who has been on pregnancy disability leave and chooses to return to employment on a specified date shall provide a written statement from their physician stating that they are physically capable of resuming their duties.

11.2.7 Leave Extension

If a unit member does not choose to return to employment until sometime after their physician certifies they are capable of resuming their duties, they may request family leave and a leave without pay. Such leave shall end either at semester break or at the end of the school year.

11.3 Child Adoption/Paternity/Maternity (non-disability) Leave

No leave provided in this section shall result in a deduction from either accrued sick leave or extended sick leave and the unit member shall continue to receive health, dental and vision benefits as if the unit member were taking sick leave.

11.3.1 Ten Days Paid for Adoption

A unit member who is adopting a child shall be entitled to ten (10) paid days of leave.

11.3.2 Ten Days Differential Pay, Childbirth, Adoption, Paternity

Notwithstanding any other leave provision of this agreement, the District shall provide 10 additional days at differential pay for adoption, paternity and childbirth (beyond pregnancy/maternity disability) leave.

11.4 Personal Necessity Leave

11.4.1 Personal Necessity, Definition

"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. When a member takes Personal Necessity Leave, the hours used are deducted from their sick leave balance. Personal Necessity Leave may not be used for recreational activities or for seeking or engaging in other paid or unpaid employment.

11.4.2 A unit member may elect to use up to seven (7) days of the unit member's accumulated sick leave in any school year for purposes of personal necessity including:

- a. Death or serious illness of a member of the unit member's immediate family. (This is in addition to Bereavement Leave under Section 11.6 Bereavement Leave.)
- b. Accident involving the unit member's person or property, or the person or property of the unit member's immediate family.

- c. Appearance in court as a litigant, or as a witness under official order.
- d. Adoption of a child.
- e. The birth of a child.
- f. Religious holidays or family events which are not planned by the member, as mutually agreed upon by the unit member and immediate supervisor.
- g. Other emergencies, which are not planned by the member and which cannot reasonably be deferred to another day or time.

11.4.3 Notification of Leave

With the exception of (a), (b), (e) and (g) above, the unit member shall notify, at least 5 days in advance, their immediate supervisor of their intent to take a Personal Necessity Leave (See Appendix C).

11.4.4 Reason for Absence

All unit members are required to indicate which of the above circumstances is the reason for the absence in order for the absence to qualify for Personal Necessity Leave.

11.5 No-Tell Leave

11.5.1 No-Tell Leave, Definition

A No-Tell Leave is defined as a leave taken at the discretion of the unit member for personal business and does not require explanation. When a member takes No-Tell Leave, the hours used are deducted from their sick leave balance.

11.5.2 A unit member may elect to use sick leave, not to exceed five (5) days, for No-Tell Leave.

11.5.3 Notification of No-Tell Leave

The unit member shall notify, at least 5 days in advance, their immediate supervisor of their intent to take a No-Tell Leave (See Appendix C).

11.5.4 No-Tell Leave and Holidays and Professional Development Days

No-Tell Leave may not be used by a unit member on the workday after a holiday, or the workday after spring or winter break; or on a professional development day; or during the last week of school.

11.6 Bereavement Leave

11.6.1 Without loss of salary, unit members shall be entitled to a leave on account of death of any member of the immediate family. Unit members shall receive three (3) days leave; if out-of-state or more than 300 miles of one way travel is required, two (2) additional days shall be provided. An additional two (2) days shall be provided if the death is a spouse, domestic partner, or child of the unit member.

11.6.2 Immediate family shall be defined as mother, father, mother-in-law, father-in-law,

grandmother, grandfather, grandparent-in-law, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, stepmother, stepfather, stepchild, or domestic partner living in the immediate household of the unit member.

11.7 Jury Duty

Unit members will be provided paid leave for jury duty service.

11.8 Industrial Accident or Illness Leave

11.8.1 Eligibility

A unit member who has sustained a job-related injury or illness shall report the injury or illness on the appropriate District form within 24 hours or as soon as physically practical.

To be eligible for industrial accident or illness leave a unit member claiming such leave shall be examined by a physician approved by the District industrial accident insurance carrier, or by his/her personal physician previously designated on a District form. The District's determination of eligibility for industrial accident or illness leave shall be subject to review by the Worker's Compensation Appeal Board, if challenged.

11.8.2 Sixty (60) Day Limit

Allowable leave shall be for sixty (60) days during which school is in session, or when the unit member would otherwise be performing duties, in any one fiscal year for the same accident/illness.

11.8.3 Not Cumulative

Allowable leave shall not be accumulated from year to year. Leave shall commence on the first day of absence.

11.8.4 Endorsement of Payment to District

During the paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received. The District shall issue the unit member appropriate salary warrants.

11.8.5 Reduce for Worker's Compensation

Industrial accident/illness leave shall be reduced by one day for each day of authorized absence regardless of any compensation award made under Worker's Compensation.

11.8.6 Travel Outside of the State

Any unit member receiving benefits for industrial accident or illness may travel outside of the State of California for a period not to exceed thirty (30) days if approved by the superintendent or his/her designee. The unit member shall file his/her request to travel with the superintendent stating the reasons for travel, departure date, location, mailing address and return date.

11.8.7 Extended Travel

Travel outside of the state in excess of thirty (30) days may be approved by the superintendent if:

- a. The unit member files with the superintendent a verification from a physician that travel

outside of the state in excess of thirty (30) days is necessary for medical care or treatment, or

b. The unit member verifies that care can be provided more reasonably in the home of a relative or friend. In such a case, the District may require periodic verification by a physician that the unit member is still disabled and unable to work.

11.9 Conference Leave

Employees may be granted by the superintendent paid leave to represent the District by attending professional meetings or conferences when such meetings will result in direct benefit to the District and the instructional program. Request for leave for the purpose of attending professional meetings and conferences shall be submitted to the District Office.

Expenses incurred by the unit members for attendance at such meetings or conferences shall be reimbursed subject to the superintendent's approval.

11.10 Other Leave Without Pay

11.10.1 Personal Leave

Unit members may request a personal leave without pay. The request shall be made in writing and specify the time of the leave and reason and if possible, submitted no later than December 15 for the second semester or May 15 for the next year. Approval or denial of leave shall be made within two (2) days after the next Board Meeting. Leaves not to exceed one year may be granted for:

a. Armed Service

Service in the Armed Forces (including the National Guard) in fulfillment of obligations incurred under Federal or State laws

b. Academic Study

c. Peace Corps/Military Base Teachers

Service in the Peace Corps, foreign military teaching program or federally sponsored civil service related to teaching

d. Personal Reasons

e. Other

Request for leave not listed herein may be approved if the needs of the District can be met.

11.10.2 Benefits While on Leave

A unit member on leave may participate in the group benefits for the duration of leave provided he/she pays the full cost on a monthly basis in advance of the month provided.

11.10.3 Salary Credit

A unit member on leave without pay who provides service for a semester or more shall receive credit for salary schedule advancement effective midyear.

11.10.4 Intent to Return

A unit member on leave shall notify the superintendent in writing no later than April 1 of his/her intent to return the ensuing school year.

11.10.5 Salary Deduction

Deductions for leaves without pay shall be made at the daily rate of the annual contractual salary.

11.11 Leave for District Business

When it is necessary for a unit member to give testimony for District business, the unit member shall be granted such paid release time as necessary.

11.12 Family Care Leave

11.12.1 Definition

A unit member shall be provided unpaid leave for up to 12 weeks within a 12 month period. Such leave shall be allowed for: birth or adoption of a child; to provide foster care to a child; serious health condition suffered by the unit member or by his/her spouse, parent or children.

11.12.1.1 Types

Leaves can be continuous, intermittent or accomplished through a reduced schedule.

11.12.1.2 Notice

Where possible, the unit member shall give the District at least thirty (30) days notice of a pending leave.

11.12.1.3 Schedule

The unit member shall make a reasonable effort to schedule any treatment at a time that does not unduly disrupt the District's operation.

11.12.2 Benefits

The District shall continue to provide fully paid health and welfare benefits during the period of leave.

11.12.3 Restoration

Upon return from leave, the unit member shall be restored to the same or similar position he/she held prior to the leave.

Article 12 - EARLY RETIREMENT PLAN

12.1 A Unit member voluntarily retiring before age 65 and not before age 55 may be allowed to contract with the District to render limited educational services as an independent contractor under the following conditions:

12.1.1 Participant will submit a proposal outlining how the contracted services shall be of benefit to the district. The Board shall make a determination as to the necessity of said services, with input from the unit member, and reserves the right to deny the application for independent contractors' service.

12.1.2 Participant was a classified employee of the district for the equivalent of ten (10) years immediately preceding resignation and retirement.

12.1.3 After retiring, the former classified employee, as an independent contractor, shall render thirty (30), eight (8) hour days of service per contract year (240) hours total. The district shall pay the contractor four (4) thousand dollars per contract year and pay for the same health and welfare policies previously held by the early retiree as an employee of the district during the terms of this agreement.

12.1.4 The contractor shall contract to provide such services for the period of one year. The district reserves the right to renew the contract annually, at the discretion of the district, for the period of five (5) consecutive years (the initial year plus 4) consecutive years of renewal). However, no contract will be initiated or renewed after the contractor reaches the age of 65.

12.1.5 A former employee who contracts to provide services under this agreement may not return to regular full-time employment in this district.

12.1.6 Any expenses incurred by the contractor during the course of work, which are requested by the district, shall be paid by the district.

Article 13 - FULL-TIME RETIREMENT CREDIT FOR REDUCED SERVICES

13.1 Unit members shall be allowed to reduce their workload from full-time to part-time duties, with full-time retirement credit, under the following conditions:

13.1.1 The reduction of the unit member's workload shall be voluntary on the part of the unit member and the district.

13.1.2 The unit member must have rendered ten (10) years or more of full-time service in the district in a position requiring certification, and must have been employed full-time in such a position for each of the five (5) years immediately preceding entrance into part-time service.

13.1.3 The unit member must have been employed in a position with a salary range no higher than that of a school principal for each of the three (3) years immediately preceding entrance into part-time employment.

13.1.4 The unit member must be at least 55 years of age at the beginning of the school year or term in which part-time employment begins, and may not continue in either part-time or full-time employment beyond the year in which they reach age 65.

13.1.5 The reduced workload must be based on a full year or term, and the minimum compensation paid or time worked must be equal to no less than one-half time. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the member's contract of employment during their final year of service in a full-time position.

13.1.6 The days of sick leave allowed for full-time employment shall be reduced in the same proportion as employment is reduced. District contributions for health, vision and dental plans shall also be reduced proportionally.

13.1.7 The unit member and the district shall contribute to the State Unit members' Retirement System the amount that would be required if employment had continued to be fulltime. Such contributions shall be made on a monthly basis regardless of the time during the year when part-time services are actually rendered.

13.1.8 The reduction of each unit member's workload must be approved by the Superintendent on an individual basis, after a determination has been made that the reduction is in the best interests of the district and can be accomplished without significant disruption of ongoing programs or services.

13.1.9 The part-time duties shall be rendered in such assignments and at such times during each year as are mutually agreed to by the unit member and the district. When mutual agreement cannot be reached prior to the start of a school year (July 1), the employee shall continue in or return to full-time employment.

13.1.10 Prior to the start of each school year (July 1), the unit member shall sign a contract of agreement setting forth these conditions and such other details as may be necessary to insure a mutually satisfactory understanding on the part of the unit member and the district of the services to be rendered and the times at which they are to be performed.

Article 14 PERSONAL AND ACADEMIC FREEDOM

14.1 Fair and Accurate Instruction, Unfettered by District

All instruction shall be fair, accurate, objective, appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this Article, and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit members' obligation to pursue truth in performance of their teaching functions. Accordingly:

14.1.1 Relevant Material

Unit members shall have reasonable freedom in the classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.

14.1.2 No Indoctrination

In performing teaching functions, unit members shall have reasonable freedom to express their opinions, on all matters relevant to the course content, in an objective manner. A unit member shall not use his/her position to indoctrinate students with his/her own personal, political and/or religious views.

14.2 Privacy in Personal Lives

The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it interferes with the unit member's effectiveness in performing his/her assigned duties.

Article 15 PERSONNEL FILE PROCEDURES

15.1 Only One File

There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.

15.2 Available for Review by Member

Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection shall be limited to ratings, reports or records which were obtained prior to the employment of the unit member involved; were prepared by identifiable examination committee members, or; were obtained in connection with a promotional examination.

Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request.

15.3 Derogatory Material, Final Disposition

Information of a derogatory nature shall not be entered or filed and shall not become final until the time line for filing a grievance has lapsed, or; the material has been sustained by the grievance process.

15.4 Derogatory Material, Right to Attach Response

Information of a derogatory nature, except material excluded in accordance with Article 15.2, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and if necessary the unit member shall be released from duty for this purpose without salary reduction.

15.5 Placement of Materials, Procedure

All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

15.6 Access to Files, Log

Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from either the superintendent or personnel officer. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have made a request to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or his/her authorized Association representative.

Article 16 JUST CAUSE/DUE PROCESS RIGHTS

16.1 District's Right to Discipline

The District may discipline a unit member only for just cause.

16.2 Progressive Discipline

The following progressive discipline procedures shall be applied except where the serious nature of the offense may require the District to directly impose a written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article 6 of the Agreement.

16.2.1 Verbal Counseling/Warning

Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum shall not be placed in the unit member's personnel file.

16.2.2 Written Warning

Subject to Article 17.2.1 above, written warnings shall not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings shall not be placed in the unit member's file.

16.2.3 Written Reprimand

Subject to Article 17.2.1 above, written reprimands shall not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

16.2.4 Suspension Without Pay

Subject to Article 17.2.1 above, suspension shall not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member shall be suspended more than fifteen (15) working during a school year. In all instances, however, the length of a suspension shall relate to the severity of the action and/or suspension history of the unit member.

16.3 Notice

Notice of suspension shall be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy shall be provided to the Association president. The notice of suspension shall contain:

16.3.1 Specific Acts/Omissions

A statement of the specific acts or omissions upon which the action is based;

16.3.2 Cause

A statement of the cause(s) for which action is recommended;

16.3.3 Ed Code/Policy

Where applicable, the Education Code section, policy, rule, regulation, or directive violated;

16.3.4 Proposed Penalty

Penalty proposed and effective date;

16.3.5 Copies of Documentary Evidence

Copies of the documentary evidence upon which the recommendation is based;

16.3.6 Notice of Right to Challenge

A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article 6 of this Agreement subject to Article 17.5 below.

16.4 Notice After Action Has Been Taken

In the event a unit member is removed from his/her position without advance notice a notice conforming to the specifications set forth above shall be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position.

16.5 Arbitration

16.5.1 Right to Appeal

Only suspension without pay may be appealed to arbitration under the grievance procedure in Article 7 of the Agreement commencing with Section 7.2.4. If timely appealed, the penalty shall not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At the arbitration, documentation supporting the suspension, including written reprimands, may be subject to review by the arbitrator.

16.5.2 Request for Arbitration

The unit member must request arbitration by delivering written notice of appeal to the superintendent within ten (10) working days after receipt of the notice of suspension or written reprimand. If the unit member does not demand arbitration within the above timeline, the suspension without pay may be imposed immediately by the superintendent or designee.

16.6 Confidentiality

All information or proceedings regarding any actions or proposed actions pursuant to this Article shall be kept confidential by the parties to the extent permitted by law.

16.7 Supersedes Ed Code 44944

This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but shall not apply to suspension pursuant to Education Code Sections 44939, 44940 or 44942.

16.8 Restriction on Use of Complaints

No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents and/or citizens unless the following procedures have been followed:

16.8.1 Report to Unit Member

Any student, parent or citizen complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint, within five (5) days of receipt, if the complaint may be used against the unit member.

16.8.2 Meeting

Should the involved unit member or the immediate supervisor believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, a BTA representative may be present at the meeting. If the complainant refuses to attend the

meeting, the complaint shall not be used by the District in any evaluation or disciplinary action against the unit member.

16.8.3 Reduce to Writing

If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put the complaint in writing and submit the original to the unit member, with a copy to the unit member's immediate supervisor. The unit member shall be given time during the non-student contact time, without salary deduction, to review the complaint. If a unit member believes the complaint is false and/or based on hearsay, and the District decides a record should be maintained, a grievance may be initiated to determine the validity of such complaint. If no written complaint is received, the matter shall be dropped.

16.9 Unsubstantiated Complaints

Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure, shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

Article 17 – SAFETY CONDITIONS OF EMPLOYMENT

17.1 Every effort shall be made to maintain healthful and safe conditions in all classrooms. Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being.

17.2 It shall be the responsibility of unit members to report unsafe, hazardous or unsanitary conditions as soon as possible to principal who shall report the condition to the Superintendent as soon as possible. Unsafe, hazardous, or unsanitary conditions shall be corrected as soon as possible.

17.3 Contagious Diseases

17.3.1 Unit members will report any suspected infection or contagious disease which the unit member believes endangers health or safety. Applicable state and local protocols will be followed when students, staff or other individuals present on school property are suspected of having a contagious disease.

17.3.2. Licensed and or Trained Unit members will not be expected or required to provide medical assistance to students with chronic conditions requiring such assistance. In no way is this section meant to prevent unit member response to emergency situations. The District shall provide each classroom with emergency supplies which shall include, but not be limited to, equipment and/or supplies designed to prevent transmission of communicable diseases when administering first aid.

The District will meet OSHA, State and County Departments of Public Health and all other State and Federal standards with respect to safety and health matters. Enforcement of these standards will be through the responsible agencies.

17.4 Natural Disasters

17.4.1 Air Quality: Due to the potential for poor air quality and the conditions needed to be safe for instruction, students and staff may be impacted by air quality. The District shall regularly monitor the Air Quality Index (AQI) for BRSSD zip codes according to standards established by *airnow.gov*.

17.4.1.1 All classrooms will be provided with air filtration devices.

17.4.1.2 When the AQI reaches 101, unit members will be alerted to close doors and windows. Students are to remain inside the school building.

17.4.1.3 When the AQI is predicted to be 150 or above for the next school day, the District will consult with local health agencies to determine whether to close schools. The District will promptly notify staff, students, and families of a decision to close schools.

17.5 Safe Working Conditions

Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or physical well-being.

At each bargaining unit member's work site, there shall be designated restrooms for the sole use of school staff and other adults. All unit members shall have unrestricted access to keys for staff restrooms.

The District shall provide each classroom with a first aid kit.

Under ordinary circumstances no bargaining unit member shall be required to transport pupils in private vehicles.

In the event the District requests or requires that a unit member transport a pupil or pupils, the District shall provide primary liability coverage for any incident that occurs during such assignment.

School sites are non-smoking environments.

At each school site, there shall be at least one (1) lunchroom and/or faculty room.

Disaster Service Worker: Pursuant to Government Code 3100, all public employees are declared to be disaster service workers and subject to such disaster service activities as may be assigned to them by a supervisor(s) or by law. When unit members are assigned disaster service activities by the District, they are working within the scope of employment.

Article 18 – MISCELLEANOUS

18.1 Effect of Agreement - Conflicts

If provisions of this agreement conflict with District policy or practices, the provisions contained in this agreement shall prevail over District policies and practices.

18.2 Savings

18.2.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

Article 19 – DURATION OF AGREEMENT

19.1 This agreement expires on June 30, 2025. Openers on the following articles will be available on a yearly basis:

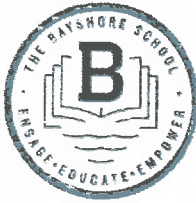
- Article 9 Wages

From July 1, 2022 - June 30, 2023, each party reserves the right to elect reopening of two (2) additional articles.

From July 1, 2023 – June 30, 2024, each party reserves the right to reopen one (1) additional article.

APPENDICES

Appendix A – Salary Schedule	
Appendix B – Evaluation Forms	
Appendix C – Absence Form	
Appendix D – Work Year Calendar	
Appendix E – Workman’s Compensation Forms	



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BOARD OF TRUSTEES
RODERICK J. ABELLANA
MARION BROWN
THERESA FÁAPÚÁA
DAVID RUDOLPH

SUPERINTENDENT
ELIZABETH VEAL

September 29, 2022

To Whom It May Concern,

This letter is to verify that the BESP contract language for article 8.4.1 should read as follows:

All Wednesdays will be 90 min in length for professional growth time. This will run from 1:00 pm to 2:35 pm, as long as dismissing students at 1:00 pm meets the state instructional minutes requirement.

This change in contract language is a result of a recalculation of the workday hours made by school administration to account for the work day now starting at 8:25 versus 8:30, as had previously been scheduled.

Sincerely,

Elizabeth Veal
Superintendent

Engage. Educate. Empower.

Mrs. Maya Baker, Principal

APPENDIX A

Salary Schedules

- 1. Classified Sub, Instructional/SPED Paraprofessional, Lead/Asst Cook and Librarian**
- 2. Information Technology Technician, Clerk Typist, School Secretary, Custodian, Acct Assistant and Executive Asst to Supt.**
- 3. Preschool Teacher**

BAYSHORE ELEMENTARY SCHOOL DISTRICT
Classified Hourly Salary Schedule
2022-2023

Range	Position	Work Days	1	2	3	4	5	6	7-9	10+
1	Classified Substitute	Varies	16.92	17.91	18.81					
2	Instructional Paraprofessional	185	17.91	18.81	19.48	20.16	20.87	22.37	23.15	24.31
	Assistant Cook									
3	Special Education Paraprofessional	185	19.48	20.16	20.87	22.37	23.15	23.47	24.31	25.04
	Library Media Technician									
4	Lead Cook	185	22.37	23.15	23.47	24.31	25.04	25.49	26.25	27.04

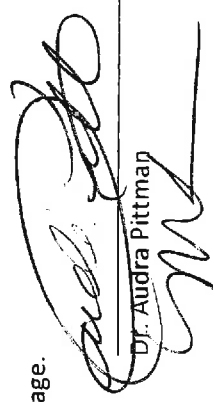
10 year longevity (added at beginning of 11th year) - \$775 1.0 FTE
17 year longevity (added at beginning of 18th year) - \$1,225 1.0 FTE

For the 2022-2023 school year, this shows a minimum raise of 3% for members not on the new schedule.

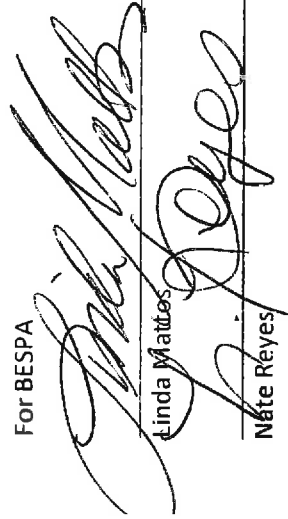
If the final approved State Budget shows an increase in Unrestricted Funds as compared to the Bayshore adopted budget's Unrestricted Funds as compared to the Bayshore adopted budget's Unrestricted Funds, then the District will agree to additional raise retroactive to July 1, 2022 for members receiving the 3% raise according to the following:

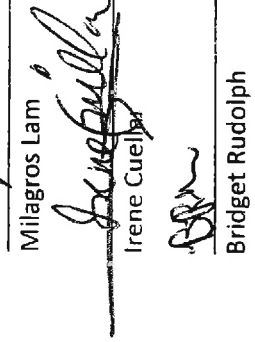
- Unrestricted Funds increase between \$50,000 and \$74,999 results in raise of 0.5%;
- Unrestricted Funds increase between \$75,000 and \$99,999 results in raise of 1.0%;
- Unrestricted Funds increase between \$100,000 and \$149,999 results in raise of 1.5%;
- If the increase is greater than \$150,000 then the Parties will meet to negotiate the raise percentage.

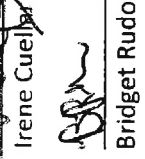
For BESD

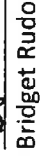

Dr. Audra Pittman
date 4/9/2022

For BESPA


Linda Mattos
date 6/9/2022


Milagros Lam
date 7/15/22


Irene Cuellar
date 6/9/2022


Bridget Rudolph
date 6/9/2022

BAYSHORE ELEMENTARY SCHOOL DISTRICT

Classified Monthly Salary Schedule Signature Page

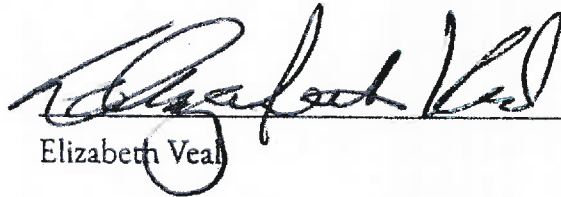
2022-2023

For the 2022-2023 school year, this shows a minimum raise of 3% for members on this schedule.

If the final approved State Budget shows an increase in Unrestricted Funds as compared to the Bayshore adopted budget's Unrestricted Funds, then the District will agree to additional raise retroactive to July 1, 2022 for members receiving the 3% raise according to the following:

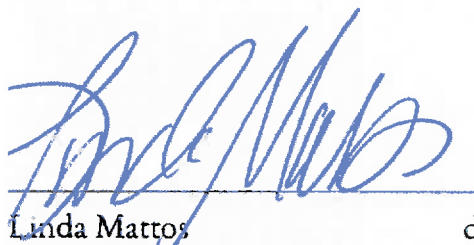
- Unrestricted Funds increase between \$50,000 and \$74,999 results in a raise of 0.5%;
- Unrestricted Funds increase between \$75,000 and \$99,999 results in a raise of 1.0%;
- Unrestricted Funds increase between \$100,00 and \$149,999 results in a raise of 1.5%;
- If the increase is greater than \$150,000 then the Parties will meet to negotiate the raise percentage.

For BESD

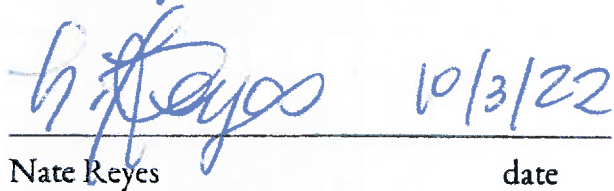
 9/29/22
Elizabeth Veal date

For BESPA

 9/29/22
Milagros Lam date

 10/3/22
Linda Mattos date

 10/5/22
Irene Cuellar date

 10/3/22
Nate Reyes date

 10/5/22
Bridget Rudolph date

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII
1	\$4,910.69	\$3,674.77	\$4,339.07	\$4,371.45	\$5,179.29	\$6,492.54	\$6,046.56	\$5,111.57
2	\$5,156.03	\$3,859.15	\$4,555.82	\$4,591.00	\$5,474.10	\$6,849.33	\$6,378.84	\$5,328.32
3	\$5,416.10	\$4,049.16	\$4,783.83	\$4,821.82	\$5,708.50	\$7,145.72	\$6,654.87	\$5,556.33
4	\$5,739.76	\$4,320.79	\$5,023.08	\$5,061.09	\$5,997.01	\$7,496.22	\$6,981.30	\$5,795.58
5	\$6,084.07	\$4,585.37	\$5,275.01	\$5,367.90	\$6,295.38	\$7,856.58	\$7,316.90	\$6,047.51
6	\$6,084.07	\$4,585.37	\$5,275.01	\$5,367.90	\$6,295.38	\$7,918.56	\$7,374.63	\$6,047.51
7	\$6,084.07	\$4,585.37	\$5,275.01	\$5,367.90	\$6,295.38	\$7,980.55	\$7,432.36	\$6,047.51
8	\$6,326.43	\$4,768.35	\$5,538.19	\$5,583.24	\$6,545.91	\$8,296.92	\$7,727.00	\$6,310.69

*Superintendent Secretary Stipend 1,105 1.0 FTE

**17 Year Longevity (added at the beginning of year 18) 1,225 1.0 FTE

CLASSIFICATIONS:

Class I Information Technology Technician (8 hr work day)

Class II Clerk Typist (7.5 hr work day – 180 work days paid over 10 months)

Class III School Secretary (7.5 hr work day – 205 work days paid over 11 months)

Class IV Custodian (8.0 hr work day)

Class V Accounting Assistant (7.5 hr work day); Executive Assistant to the Superintendent (8.0 hr work day)

Class VI Executive Assistant to the Superintendent AND Fiscal Services (Confidential Employee - not represented by HESPA)

Class VII LYN (7 hr work day - 205 work days paid over 11 months)

Class VIII Parent/Community Liaison/PK/Food Services (7.5 hr work day - 205 days paid over 11 months)

NOTES:

VACATION (CLASSES I, IV, V, VI): 1 Thru 6 Service Years: 10 Work Days (2 Weeks)

7 Thru 19 Service Years: 15 Work Days (3 Weeks)

20 Or More Service Years: 20 Work Days (4 Weeks)

SICK LEAVE: 1 Day Per Work Month (cumulative)

INSURANCE: 5 FTE & over district employees are entitled to a district contribution towards medical, dental & vision insurance premiums for themselves & their dependents. Effective with the January 2018 payroll, the District shall pay premiums for the Employee Only - High Plan of the lowest cost provider offered through the District's health benefit carrier. The District shall additionally pay the amount equivalent to the rate of dental coverage – Employee Only and vision coverage – Employee Only. Any costs of health benefits for unit members electing other plans including plus one or family plans plus dental and vision in excess of this amount shall be deducted from the unit member's monthly paycheck.

H/W of resigned/term employees at June 30 will be carried by the district to Sept. 30.

SUBSTITUTES: Hourly rate calculated on step 1 of their appropriate classification

RETIREMENT: 0.5 FTE or more are covered by CALPERS Retirement

ADOPTED: June 14, 2022

494

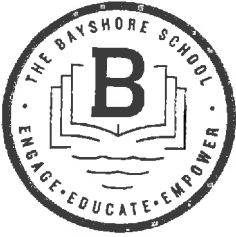
**Bayshore Elementary School District
Preschool Teacher Salary Schedule 2022-2023**

	B		B1	C
	Teacher AA Equiv: 60 units	Master Teacher BA	Site/Supervisor/Teacher BA + 15 ECE units	
1	47,745.74	50,371.34	52,995.70	
2	49,054.29	51,678.64	54,309.11	
3	50,371.34	52,995.70	55,627.36	
4	51,678.64	54,309.11	56,931.04	
5	52,995.70	55,627.36	58,248.08	
6	54,309.11	56,931.04	59,555.40	
7	55,656.55	58,263.90	60,874.88	
8	55,656.55	58,263.90	62,189.52	
9	55,656.55	58,263.90	63,530.87	
10	57,047.79	59,720.80	65,119.12	
11	57,047.79	59,720.80	65,119.12	
12	57,047.79	59,720.80	65,119.12	
13	57,047.79	59,720.80	65,119.12	
14	57,047.79	59,720.80	65,119.12	
15	58,473.07	61,214.19	66,746.28	
16	58,473.07	61,214.19	66,746.28	
17	58,473.07	61,214.19	66,746.28	
18	58,473.07	61,214.19	66,746.28	
19	58,473.07	61,214.19	66,746.28	
20	59,934.83	62,745.27	68,416.00	
21	59,934.83	62,745.27	68,416.00	
22	70,887.34	62,745.27	68,416.00	
23	59,934.83	62,745.27	68,416.00	
24	59,934.83	62,745.27	68,416.00	
25	61,433.08	64,314.05	70,127.06	

APPENDIX B

Evaluation Forms

**Clerical/Secretary/Parental Community Liaison, Lead and Asst Cook,
Custodian, Library Media Technician, Licensed Vocational Nurse,
Instructional/SPED Paraprofessional and Classified Substitute**



BAYSHORE ELEMENARY SCHOOL DISTRICT
155 Oriente St., Daly City, California 94014 -- Phone (415) 467-5443

**CLERICAL/SECRETARIAL/PARENT COMMUNITY LIAISON
PERFORMANCE EVALUATION**

NAME: [Click here and type name]

Check One: Probationary 1 mo. ☐ 5 mo. ☐ Annual ☐

CLASSIFICATION: [Click here and type classification] Permanent Period of: [Click here and type dates]

LOCATION: [Click here and type location] Special Date: [Click here and type date]

INSTRUCTIONS: Evaluate the employee in each section separately. Remember that every job has different requirements, and evaluate the importance of each accordingly. The Evaluator must check each factor in the appropriate column if applicable to the position. If the factor is not applicable, enter an "N/A" mark.

RATINGS:

DEFINITIONS:

- | | |
|-------------------------|---|
| 4 Exceeds Standards | Work performance is above the standard expected of the position. The employee goes above and beyond expectations. |
| 3 Meets Standards | Work performance is up to the standards of the position. This is the performance which is expected of a qualified employee. |
| 2 Approaching Standards | Work performance is below the standards of performance required for the position. Effort is needed to improve performance. |
| 1 Standards not Met | Work performance is inadequate and definitely inferior to the standards of performance required for the position. |

A. ADAPTABILITY/FLEXIBILITY

- ☐ Accepts responsibility
- ☐ Demonstrates pride in doing work well
- ☐ Respects confidential/personal information
- ☐ Relates well to other employees
- ☐ Relates well to students
- ☐ Relates well to parents and the public
- ☐ Supports the District's mission and goals
- ☐ Demonstrates initiative
- ☐ Demonstrates a willingness to learn and grow
- ☐ Anticipates "needs"
- ☐ Demonstrates flexibility
- ☐ Uses good judgment
- ☐ Presents an acceptable image (role model/grooming)

B. WORK HABITS

- ☐ Manages time appropriately
- ☐ Demonstrates organizational skills
- ☐ Maintains consistent attendance
- ☐ Demonstrates dependability
- ☐ Follows procedures
- ☐ Accomplishes assigned tasks

SUPERVISORY PERSONNEL ONLY

- ☐ Organizes work for self and others
- ☐ Gives clear directions
- ☐ Responds to needs of staff
- ☐ Makes appropriate decisions
- ☐ Provides positive leadership

Distribution: ☐ Personnel file ☐ Employee's copy ☐ Supervisor's copy

C. PERFORMANCE FACTORS

- ☐ Has appropriate skills required for the position
- ☐ Completes tasks promptly and accurately
- ☐ Works well with or without supervision
- ☐ Communicates effectively with students and staff
- ☐ Respects the worth and dignity of the individual pupil
- ☐ Serves as a positive role model for students
- ☐ Encourages students with realistic praise and positive feedback
- ☐ Provides for individual differences among pupils
- ☐ Follows through from oral or written instructions of teacher
- ☐ Assists students in problem solving strategies

D. OVERALL RATING

COMMENDATIONS: _____

GOALS/RECOMMENDATIONS/AREAS OF IMPROVEMENT:

RECOMMENDATIONS FOR EMPLOYMENT:

- ☐ Permanent status be given (Probationary Employees only) _____
- ☐ Employee be retained _____ Employee be dismissed _____
- ☐ Other (specify) _____

Date of evaluation _____ Signature of Supervisor _____

EMPLOYEE ACKNOWLEDGMENT

My supervisor has discussed this report with me and I am aware of its contents. I do ___/do not ___ agree with all of the ratings.

COMMENTS:

Date: _____ Signature of Employee _____

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE WITHIN 10 DAYS. YOU MAY MAKE ANY WRITTEN AND SIGNED COMMENTS YOU WISH REGARDING THIS DOCUMENT WITHIN THE 10-DAY TIMELINE. YOUR COMMENTS WILL BE ATTACHED AND FILED WITH THIS DOCUMENT.



BAYSHORE ELEMENARY SCHOOL DISTRICT
155 Oriente St., Daly City, California 94014 -- Phone (415) 467-5443

LEAD AND ASSISTANT COOK EMPLOYEE PERFORMANCE EVALUATION

NAME: [Click here and type name]

Check One: Probationary 1 mo. ☐ 5 mo. ☐ Annual ☐

CLASSIFICATION: [Click here and type classification]

Permanent Period of: [Click here and type dates]

LOCATION: [Click here and type location]

Special Date: [Click here and type date]

INSTRUCTIONS: Evaluate the employee in each section separately. Remember that every job has different requirements, and evaluate the importance of each accordingly. The Evaluator must check each factor in the appropriate column if applicable to the position. If the factor is not applicable, enter an "N/A" mark.

RATINGS:

DEFINITIONS:

- | | |
|-------------------------|---|
| 4 Exceeds Standards | Work performance is above the standard expected of the position. The employee goes above and beyond expectations. |
| 3 Meets Standards | Work performance is up to the standards of the position. This is the performance which is expected of a qualified employee. |
| 2 Approaching Standards | Work performance is below the standards of performance required for the position. Effort is needed to improve performance. |
| 1 Standards not Met | Work performance is inadequate and definitely inferior to the standards of performance required for the position. |

A. ADAPTABILITY/FLEXIBILITY

- ___ Accepts responsibility
- ___ Demonstrates pride in doing work well
- ___ Respects confidential/personal information
- ___ Relates well to other employees
- ___ Relates well to students
- ___ Relates well to parents and the public
- ___ Supports the District's mission and goals
- ___ Demonstrates initiative
- ___ Demonstrates a willingness to learn and grow
- ___ Anticipates "needs"
- ___ Demonstrates flexibility
- ___ Uses good judgment
- ___ Presents an acceptable image (role model/grooming)

B. WORK HABITS

- ___ Manages time appropriately
- ___ Demonstrates organizational skills
- ___ Maintains consistent attendance
- ___ Demonstrates dependability
- ___ Follows procedures
- ___ Accomplishes assigned tasks

Distribution: Personnel file Employee's copy Supervisor's copy

C.PERFORMANCE FACTORS

- ___ Has appropriate skills required for the position
- ___ Completes tasks promptly and accurately
- ___ Works well with or without supervision
- ___ Communicates effectively with students and staff
- ___ Respects the worth and dignity of the individual pupil
- ___ Serves as a positive role model for students
- ___ Encourages students with realistic praise and positive feedback
- ___ Provides for individual differences among pupils
- ___ Follows through from oral or written instructions of teacher
- ___ Assists students in problem solving strategies

D. OVERALL RATING

COMMENDATIONS: ___

GOALS/RECOMMENDATIONS/AREAS OF IMPROVEMENT:

RECOMMENDATIONS FOR EMPLOYMENT:

- ___ Permanent status be given (Probationary Employees only) _____
- ___ Employee be retained _____ Employee be dismissed _____
- ___ Other (specify) _____

Date of evaluation _____ Signature of Supervisor _____

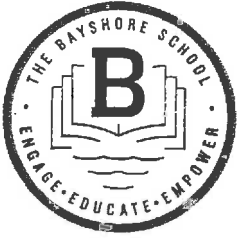
EMPLOYEE ACKNOWLEDGMENT

My supervisor has discussed this report with me and I am aware of its contents. I do ___/do not ___ agree with all of the ratings.

COMMENTS:

Date: _____ Signature of Employee _____

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE WITHIN 10 DAYS. YOU MAY MAKE ANY WRITTEN AND SIGNED COMMENTS YOU WISH REGARDING THIS DOCUMENT WITHIN THE 10-DAY TIMELINE. YOUR COMMENTS WILL BE ATTACHED AND FILED WITH THIS DOCUMENT.



BAYSHORE ELEMENARY SCHOOL DISTRICT
155 Oriente St., Daly City, California 94014 -- Phone (415) 467-5443

CUSTODIAN PERFORMANCE EVALUATION

NAME: [Click here and type name]

Check One: Probationary 1 mo. ☐ 5 mo. ☐ Annual ☐

CLASSIFICATION: [Click here and type classification] Permanent Period of: [Click here and type dates]

LOCATION: [Click here and type location] Special Date: [Click here and type date]

INSTRUCTIONS: Evaluate the employee in each section separately. Remember that every job has different requirements, and evaluate the importance of each accordingly. The Evaluator must check each factor in the appropriate column if applicable to the position. If the factor is not applicable, enter an "N/A" mark.

RATINGS:

DEFINITIONS:

- | | |
|-------------------------|---|
| 4 Exceeds Standards | Work performance is above the standard expected of the position. The employee goes above and beyond expectations. |
| 3 Meets Standards | Work performance is up to the standards of the position. This is the performance which is expected of a qualified employee. |
| 2 Approaching Standards | Work performance is below the standards of performance required for the position. Effort is needed to improve performance. |
| 1 Standards not Met | Work performance is inadequate and definitely inferior to the standards of performance required for the position. |

A. ADAPTABILITY/FLEXIBILITY

- ☐ Accepts responsibility
- ☐ Demonstrates pride in doing work well
- ☐ Respects confidential/personal information
- ☐ Relates well to other employees
- ☐ Relates well to students
- ☐ Relates well to parents and the public
- ☐ Supports the District's mission and goals
- ☐ Demonstrates initiative
- ☐ Demonstrates a willingness to learn and grow
- ☐ Anticipates "needs"
- ☐ Demonstrates flexibility
- ☐ Uses good judgment
- ☐ Presents an acceptable image (role model/grooming)

B. WORK HABITS

- ☐ Manages time appropriately
- ☐ Demonstrates organizational skills
- ☐ Maintains consistent attendance
- ☐ Demonstrates dependability
- ☐ Follows procedures
- ☐ Accomplishes assigned tasks

SUPERVISORY PERSONNEL ONLY

- ☐ Organizes work for self and others
- ☐ Gives clear directions
- ☐ Responds to needs of staff
- ☐ Makes appropriate decisions
- ☐ Provides positive leadership

Distribution: ☐ Personnel file ☐ Employee's copy ☐ Supervisor's copy

C.PERFORMANCE FACTORS

- ___ Has appropriate skills required for the position
- ___ Completes tasks promptly and accurately
- ___ Works well with or without supervision
- ___ Communicates effectively with students and staff
- ___ Respects the worth and dignity of the individual pupil
- ___ Serves as a positive role model for students
- ___ Encourages students with realistic praise and positive feedback
- ___ Follows through from oral or written instructions of teacher
- ___
- ___

D.OVERALL RATING

COMMENDATIONS: ___

GOALS/RECOMMENDATIONS/AREAS OF IMPROVEMENT:

RECOMMENDATIONS FOR EMPLOYMENT:

- ___ Permanent status be given (Probationary Employees only) _____
- ___ Employee be retained _____ Employee be dismissed _____
- ___ Other (specify) _____

Date of evaluation _____ Signature of Supervisor _____

EMPLOYEE ACKNOWLEDGMENT

My supervisor has discussed this report with me and I am aware of its contents. I do ___/do not ___ agree with all of the ratings.

COMMENTS:

Date: _____ Signature of Employee _____

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE WITHIN 10 DAYS. YOU MAY MAKE ANY WRITTEN AND SIGNED COMMENTS YOU WISH REGARDING THIS DOCUMENT WITHIN THE 10-DAY TIMELINE. YOUR COMMENTS WILL BE ATTACHED AND FILED WITH THIS DOCUMENT.



BAYSHORE ELEMENARY SCHOOL DISTRICT
155 Oriente St., Daly City, California 94014 -- Phone (415) 467-5443

LIBRARY MEDIA TECHNICIAN EMPLOYEE PERFORMANCE EVALUATION

NAME: [Click here and type name] Check One: Probationary 1 mo. ☐ 5 mo. ☐ Annual ☐

CLASSIFICATION: [Click here and type classification] Permanent Period of: [Click here and type dates]

LOCATION: [Click here and type location] Special Date: [Click here and type date]

INSTRUCTIONS: Evaluate the employee in each section separately. Remember that every job has different requirements, and evaluate the importance of each accordingly. The Evaluator must check each factor in the appropriate column if applicable to the position. If the factor is not applicable, enter an "N/A" mark.

RATINGS:

DEFINITIONS:

- | | |
|-------------------------|---|
| 4 Exceeds Standards | Work performance is above the standard expected of the position. The employee goes above and beyond expectations. |
| 3 Meets Standards | Work performance is up to the standards of the position. This is the performance which is expected of a qualified employee. |
| 2 Approaching Standards | Work performance is below the standards of performance required for the position. Effort is needed to improve performance. |
| 1 Standards not Met | Work performance is inadequate and definitely inferior to the standards of performance required for the position. |

A. ADAPTABILITY/FLEXIBILITY

- ___ Accepts responsibility
- ___ Demonstrates pride in doing work well
- ___ Respects confidential/personal information
- ___ Relates well to other employees
- ___ Relates well to students
- ___ Relates well to parents and the public
- ___ Supports the District's mission and goals
- ___ Demonstrates initiative
- ___ Demonstrates a willingness to learn and grow
- ___ Anticipates "needs"
- ___ Demonstrates flexibility
- ___ Uses good judgment
- ___ Presents an acceptable image (role model/grooming)

B. WORK HABITS

- ___ Manages time appropriately
- ___ Demonstrates organizational skills
- ___ Maintains consistent attendance
- ___ Demonstrates dependability
- ___ Follows procedures
- ___ Accomplishes assigned tasks

Distribution: Personnel file Employee's copy Supervisor's copy

C.PERFORMANCE FACTORS

- ___ Has appropriate skills required for the position
- ___ Completes tasks promptly and accurately
- ___ Works well with or without supervision
- ___ Communicates effectively with students and staff
- ___ Respects the worth and dignity of the individual pupil
- ___ Serves as a positive role model for students
- ___ Encourages students with realistic praise and positive feedback
- ___ Provides for individual differences among pupils
- ___ Follows through from oral or written instructions of teacher
- ___ Assists students in problem solving strategies

D. OVERALL RATING

COMMENDATIONS: ___

GOALS/RECOMMENDATIONS/AREAS OF IMPROVEMENT:

RECOMMENDATIONS FOR EMPLOYMENT:

- ___ Permanent status be given (Probationary Employees only) _____
- ___ Employee be retained _____ Employee be dismissed _____
- ___ Other (specify) _____

Date of evaluation _____ Signature of Supervisor _____

EMPLOYEE ACKNOWLEDGMENT

My supervisor has discussed this report with me and I am aware of its contents. I do ___/do not ___ agree with all of the ratings.

COMMENTS:

Date: _____ Signature of Employee _____

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE WITHIN 10 DAYS. YOU MAY MAKE ANY WRITTEN AND SIGNED COMMENTS YOU WISH REGARDING THIS DOCUMENT WITHIN THE 10-DAY TIMELINE. YOUR COMMENTS WILL BE ATTACHED AND FILED WITH THIS DOCUMENT.



BAYSHORE ELEMENARY SCHOOL DISTRICT
155 Oriente St., Daly City, California 94014 -- Phone (415) 467-5443

**LICENSED VOCATIONAL NURSE (LVN)
PERFORMANCE EVALUATION**

NAME: [Click here and type name]

Check One: Probationary 1 mo. ☐ 5 mo. ☐ Annual ☐

CLASSIFICATION: [Click here and type classification] Permanent Period of: [Click here and type dates]

LOCATION: [Click here and type location] Special Date: [Click here and type date]

INSTRUCTIONS: Evaluate the employee in each section separately. Remember that every job has different requirements, and evaluate the importance of each accordingly. The Evaluator must check each factor in the appropriate column if applicable to the position. If the factor is not applicable, enter an "N/A" mark.

RATINGS:

DEFINITIONS:

- | | |
|-------------------------|---|
| 4 Exceeds Standards | Work performance is above the standard expected of the position. The employee goes above and beyond expectations. |
| 3 Meets Standards | Work performance is up to the standards of the position. This is the performance which is expected of a qualified employee. |
| 2 Approaching Standards | Work performance is below the standards of performance required for the position. Effort is needed to improve performance. |
| 1 Standards not Met | Work performance is inadequate and definitely inferior to the standards of performance required for the position. |

A. ADAPTABILITY/FLEXIBILITY

- ☐ Accepts responsibility
- ☐ Demonstrates pride in doing work well
- ☐ Respects confidential/personal information
- ☐ Relates well to other employees
- ☐ Relates well to students
- ☐ Relates well to parents and the public
- ☐ Supports the District's mission and goals
- ☐ Demonstrates initiative
- ☐ Demonstrates a willingness to learn and grow
- ☐ Anticipates "needs"
- ☐ Demonstrates flexibility
- ☐ Uses good judgment
- ☐ Presents an acceptable image (role model/grooming)

B. WORK HABITS

- ☐ Manages time appropriately
- ☐ Demonstrates organizational skills
- ☐ Maintains consistent attendance
- ☐ Demonstrates dependability
- ☐ Follows procedures
- ☐ Accomplishes assigned tasks

SUPERVISORY PERSONNEL ONLY

- ☐ Organizes work for self and others
- ☐ Gives clear directions
- ☐ Responds to needs of staff
- ☐ Makes appropriate decisions
- ☐ Provides positive leadership

Distribution: ☐ Personnel file ☐ Employee's copy ☐ Supervisor's copy

C. PERFORMANCE FACTORS

- _____ Has appropriate skills required for the position
- _____ Demonstrates medical knowledge and skill in nursing techniques
- _____ Completes tasks promptly and accurately
- _____ Works well with or without supervision
- _____ Communicates effectively with students and staff
- _____ Respects the worth and dignity of the individual pupil
- _____ Serves as a positive role model for students
- _____ Follows health protocols and procedures
- _____ Administers medications to students
- _____ Manages emergency situations
- _____ Provides for individual differences among pupils
- _____ Follows through from oral or written instructions of administration
- _____ Assists students in problem solving strategies

D. OVERALL RATING _____

COMMENDATIONS: _____

GOALS/RECOMMENDATIONS/AREAS OF IMPROVEMENT:

RECOMMENDATIONS FOR EMPLOYMENT:

- _____ Permanent status be given (Probationary Employees only) _____
- _____ Employee be retained _____ Employee be dismissed
- _____ Other (specify) _____

Date of evaluation _____ **Signature of Supervisor** _____

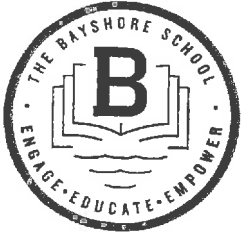
EMPLOYEE ACKNOWLEDGMENT

My supervisor has discussed this report with me and I am aware of its contents. I do ___/do not ___ agree with all of the ratings.

COMMENTS:

Date: _____ **Signature of Employee** _____

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE WITHIN 10 DAYS. YOU MAY MAKE ANY WRITTEN AND SIGNED COMMENTS YOU WISH REGARDING THIS DOCUMENT WITHIN THE 10-DAY TIMELINE. YOUR COMMENTS WILL BE ATTACHED AND FILED WITH THIS DOCUMENT.



BAYSHORE ELEMENARY SCHOOL DISTRICT
155 Oriente St., Daly City, California 94014 -- Phone (415) 467-5443

PARAPROFESSIONAL/AIDE EMPLOYEE PERFORMANCE EVALUATION

NAME: [Click here and type name]

Check One: Probationary 1 mo. ☐ 5 mo. ☐ Annual ☐

CLASSIFICATION: [Click here and type classification]

Permanent Period of: [Click here and type dates]

LOCATION: [Click here and type location]

Special Date: [Click here and type date]

INSTRUCTIONS: Evaluate the employee in each section separately. Remember that every job has different requirements, and evaluate the importance of each accordingly. The Evaluator must check each factor in the appropriate column if applicable to the position. If the factor is not applicable, enter an "N/A" mark.

RATINGS:

DEFINITIONS:

- | | |
|-------------------------|---|
| 4 Exceeds Standards | Work performance is above the standard expected of the position. The employee goes above and beyond expectations. |
| 3 Meets Standards | Work performance is up to the standards of the position. This is the performance which is expected of a qualified employee. |
| 2 Approaching Standards | Work performance is below the standards of performance required for the position. Effort is needed to improve performance. |
| 1 Standards not Met | Work performance is inadequate and definitely inferior to the standards of performance required for the position. |

A. ADAPTABILITY/FLEXIBILITY

- ☐ Accepts responsibility
- ☐ Demonstrates pride in doing work well
- ☐ Respects confidential/personal information
- ☐ Relates well to other employees
- ☐ Relates well to students
- ☐ Relates well to parents and the public
- ☐ Supports the District's mission and goals
- ☐ Demonstrates initiative
- ☐ Demonstrates a willingness to learn and grow
- ☐ Anticipates "needs"
- ☐ Demonstrates flexibility
- ☐ Uses good judgment
- ☐ Presents an acceptable image (role model/grooming)

B. WORK HABITS

- ☐ Manages time appropriately
- ☐ Demonstrates organizational skills
- ☐ Maintains consistent attendance
- ☐ Demonstrates dependability
- ☐ Follows procedures
- ☐ Accomplishes assigned tasks

Distribution: ☐ Personnel file ☐ Employee's copy ☐ Supervisor's copy

C.PERFORMANCE FACTORS

- ☐ Has appropriate skills required for the position
- ☐ Completes tasks promptly and accurately
- ☐ Works well with or without supervision
- ☐ Communicates effectively with students and staff
- ☐ Respects the worth and dignity of the individual pupil
- ☐ Serves as a positive role model for students
- ☐ Encourages students with realistic praise and positive feedback
- ☐ Provides for individual differences among pupils
- ☐ Follows through from oral or written instructions of teacher
- ☐ Assists students in problem solving strategies

D.OVERALL RATING _____

COMMENDATIONS: _____

GOALS/RECOMMENDATIONS/AREAS OF IMPROVEMENT:

RECOMMENDATIONS FOR EMPLOYMENT:

- ☐ Permanent status be given (Probationary Employees only) _____
- ☐ Employee be retained _____ ☐ Employee be dismissed _____
- ☐ Other (specify) _____

Date of evaluation _____ Signature of Supervisor _____

EMPLOYEE ACKNOWLEDGMENT

My supervisor has discussed this report with me and I am aware of its contents. I do ___/do not ___ agree with all of the ratings.

COMMENTS:

Date: _____ Signature of Employee _____

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE WITHIN 10 DAYS. YOU MAY MAKE ANY WRITTEN AND SIGNED COMMENTS YOU WISH REGARDING THIS DOCUMENT WITHIN THE 10-DAY TIMELINE. YOUR COMMENTS WILL BE ATTACHED AND FILED WITH THIS DOCUMENT.

APPENDIX C

Absence Form

Bayshore School District
Record of Absence

☐ Bayshore Elementary

☐ Bayshore District Office

Employee name _____

Date absent _____ ☐ Full Day ☐ Partial _____ (hours)

Reason for Absence

☐ Sick Leave

☐ Personal Necessity Leave *Reason must be noted:*

- ☐ Additional bereavement leave
- ☐ Accident involving the staff member's person or property, or the person or property of the staff member's immediate family
- ☐ Appearance in court as a litigant, or as a witness under official order (documentation must be attached). (Must submit 5 days in advance.)
- ☐ Adoption of a child (Must submit 5 days in advance.)
- ☐ Birth of a child
- ☐ Religious holidays or family events which are not planned by the member, as mutually agreed upon by the member and immediate supervisor. (Must submit 5 days in advance.)
- ☐ Other emergencies, which are not planned by the member and which cannot reasonably be deferred to another day or time.

☐ No-Tell Leave (Must submit 5 days in advance.)

☐ Worker's Comp

☐ Bereavement*

☐ Jury Duty (Attach copy of subpoena or certificate of the clerk)

☐ Conference/Workshop (Please attach documentation if applicable)

☐ Vacation (12 month employees only)

*Staff members shall be entitled to a leave on account of death of any member of the immediate family. Members shall receive three (3) days leave; if out of state or more than 300 miles of one way travel is required, two (2) additional days shall be provided. An additional two (2) days shall be provided if the death is a spouse, domestic partner, or child of the unit member.

Employee Signature _____

Date _____

Supervisor Signature _____

Date _____

APPENDIX D
Calendar 22-23 year

Bayshore Elementary School District

2022-2023 School Calendar

Option B (pushed winter break)

July '22						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August '22						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September '22						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October '22						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November '22						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December '22						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January '23						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February '23						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March '23						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April '23						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May '23						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June '23						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	



School Closed/ Holidays



Staff in-Service Day (no school for students)



Minimum Day (100 Release)



Last Day of School (12:00 Release)



New Teacher Orientation



Teachers/some classified staff off/NO STUDENTS



Teacher Preparation Work Day/NO STUDENTS

180 Instructional Days

4 In Service Days

1 Teacher Preparation Day

APPENDIX E

Workers Compensation Forms

State of California
Department of Industrial Relations
DIVISION OF WORKERS' COMPENSATION



Estado de California
Departamento de Relaciones Industriales
DIVISION DE COMPENSACIÓN AL TRABAJADOR

WORKERS' COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL
TRABAJADOR (DWC 1)

Employee: Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "Employee's Temporary Receipt" until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at (800) 736-7401. An explanation of workers' compensation benefits is included as the cover sheet of this form.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

Empleado: Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la División de Compensación al Trabajador al (800) 736-7401 para oír información grabada. En la hoja cubierta de esta forma esta la explicación de los beneficios de compensación al trabajador.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonía".

Employee—complete this section and see note above **Empleado—complete esta sección y note la notación arriba.**

1. Name. *Nombre.* _____ Today's Date. *Fecha de Hoy.* _____
2. Home Address. *Dirección Residencial.* _____
3. City. *Ciudad.* _____ State. *Estado.* _____ Zip. *Código Postal.* _____
4. Date of Injury. *Fecha de la lesión (accidente).* _____ Time of Injury. *Hora en que ocurrió.* _____ a.m. _____ p.m.
5. Address and description of where injury happened. *Dirección/lugar dónde ocurrió el accidente.* _____
6. Describe injury and part of body affected. *Describe la lesión y parte del cuerpo afectada.* _____
7. Social Security Number. *Número de Seguro Social del Empleado.* _____
8. Signature of employee. *Firma del empleado.* _____

Employer—complete this section and see note below. Empleador—complete esta sección y note la notación abajo.

9. Name of employer. *Nombre del empleador.* _____
10. Address. *Dirección.* _____
11. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* _____
12. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* _____
13. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* _____
14. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia administradora de seguros.* _____
15. Insurance Policy Number. *El número de la póliza de Seguro.* _____
16. Signature of employer representative. *Firma del representante del empleador.* _____
17. Title. *Título.* _____ 18. Telephone. *Teléfono.* _____

Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within one working day of receipt of the form from the employee.

Empleador: Se requiere que Ud. feche esta forma y que proporcione copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de un día hábil desde el momento de haber sido recibida la forma del empleado.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

☐ Employer copy/Copia del Empleador

☐ Employee copy/Copia del Empleado

☐ Claims Administrator/Administrador de Reclamos

☐ Temporary Receipt/Recibo del Empleado

State of California EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS		Please complete in triplicate (type, if possible). Mail two copies to:		OSHA CASE NO.
Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments to guilty of a felony.		California law requires employer to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious injury, illness, or death must be reported immediately by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health.		
EMPLOYER	1. FIRM NAME	1A. Policy Number	Please do not use this Column	
	2. MAILING ADDRESS (Number and Street, City, ZIP)	2A. Phone Number	CASE NUMBER	
	3. LOCATION (if different from Mailing Address (Number and Street, City, ZIP))	3A. Location Code	OWNERSHIP	
	4. NATURE OF BUSINESS, e.g., Painting contractor, wholesale grocer, school, hotel, etc.	5. State unemployment insurance acct. no.	INDUSTRY	
INJURY OR ILLNESS	6. TYPE OF EMPLOYER ☐ Private ☐ State ☐ County ☐ CITY ☐ School Dist. ☐ Other Government. Specify _____			
	7. DATE OF INJURY/ONSET OF ILLNESS (mm/dd/yy)	8. TIME OF INJURY/ILLNESS OCCURRED ☐ AM ☐ PM	9. TIME EMPLOYEE BEGAN WORK ☐ AM ☐ PM	10. IF EMPLOYEE DIED, DATE OF DEATH (mm/dd/yy)
	11. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY? ☐ Yes ☐ No	12. DATE LAST WORKED (mm/dd/yy)	13. DATE RETURNED TO WORK (mm/dd/yy)	14. IF STILL OFF WORK, CHECK THIS BOX: ☐
	15. PAID IN FULL DAYS WAGES FOR DATE OF INJURY OR LAST DAY WORKED? ☐ Yes ☐ No	16. SALARY BEING CONTINUED? ☐ Yes ☐ No	17. DATE OF EMPLOYER'S KNOWLEDGE / NOTICE OF INJURY/ILLNESS (mm/dd/yy)	18. DATE EMPLOYEE WAS PROVIDED CLAIM FORM (mm/dd/yy)
	19. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED, MEDICAL DIAGNOSIS if available, e.g., Second degree burns on right arm, lacerations on left elbow, lost hearing.			AGE
	20. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number, Street, City, Zip)	20a. COUNTY	21. ON EMPLOYER'S PREMISES?	DAILY HOURS
	22. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g., Shipping department, machine shop.	23. Other Workers Injured? In this event? ☐ Yes ☐ No		DAYS PER WEEK
	24. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g., Acetylene, welding torch, farm tractor, scaffold.			WEEKLY HOURS
	25. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., Welding seams of metal tanks, loading boxes onto truck.			WEEKLY WAGE
	26. HOW INJURY/ILLNESS OCCURRED, DESCRIBE SEQUENCE OF EVENTS, SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS, e.g., Worker slipped back to inspect work and slipped on wrap material. As he left, he brushed against fresh weld, and burned right hand. USE SEPARATE SHEET IF NECESSARY.			COUNTY
EMPLOYEE	27. NAME AND ADDRESS OF PHYSICIAN (Number, Street, City, Zip)		27a. PHONE NUMBER	NATURE OF INJURY
	28. HOSPITALIZED AS AN INPATIENT OVERNIGHT? If yes, then, NAME AND ADDRESS OF HOSPITAL (Number, Street, City, Zip)		28a. Phone Number	PART OF BODY
	29. Employee treated in Emergency Room?			SOURCE
	ATTENTION: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes. See CCR Title 8 14300.25 (b)(1)-(10) & 14300.33(a)(1)(2). Note: Checked boxes indicate confidential employee information as listed in CCR Title 8 14300.35(d)(2)(B) -			EVENT
	30. EMPLOYEE NAME	31. SOCIAL SECURITY NUMBER	32. DATE OF BIRTH (mm/dd/yy)	SECONDARY SOURCE
	33. HOME ADDRESS (Number, Street, City, Zip)	34. PHONE NUMBER		
	34. SEX	35. OCCUPATION (Regular job title, HD initials, abbreviated or numbers)	36. DATE OF HIRE (mm/dd/yy)	EXTENT OF INJURY
	37. EMPLOYEE USUALLY WORKS hours per day, _____ days per week, _____ total weekly hours	37a. EMPLOYMENT STATUS	37b. UNDER WHAT CLASS CODE OF YOUR POLICY WERE WAGES ASSIGNED?	
	38. GROSS WAGES/SALARY \$ _____ per _____ week	38. OTHER PAYMENTS NOT REPORTED AS WAGES/SALARY (e.g. tips, meals, overtime, bonuses, etc.) ☐ Yes ☐ No		DATE (mm/dd/yy)
	Completed By (type or print)		Signature & Title	
*Confidential information may be disclosed only to the employee, former employee, or their personal representative (CCR Title 8 14300.25), to others for the purpose of procuring a workers' compensation or other insurance claim, and under certain circumstances to a public health or law enforcement agency or to a consultant hired by the employer (CCR Title 8 14300.30). CCR Title 8 14300.40 requires provision upon request to certain state and federal workplace safety agencies.				