

Agreement
Between
Bayshore Elementary School District
and
Bayshore Teachers Association



Effective until June 30, 2027

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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 Teachers 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 certificated employees excluding the following employees: substitute teachers, management, and summer school teachers who are not full-time employees of the district.

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 BTA may discharge their respective duties by means of authorized officers, individual representatives, or committees.

3.4 BTA Representation in Bargaining

BTA 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 BTA, 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 BTA 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 their 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 an 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 they express, 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 they 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 This Article does not apply to unit members when rendering service in the summer school program.

7.2 Evaluation and assessment of the performance of each unit member shall be on a continuing basis, every school year for probationary employees, and at least every other year for employees with permanent status following an evaluation that does not include more than one score of 2 or lower. For those permanent unit members, evaluation shall occur every other year (beginning with a Formal evaluation in the second year of permanency), with the evaluation year alternating between Formal and Informal evaluation procedures (the latter being subject to mutual agreement as stated below). Members who receive a score that includes a 2 in any 2 areas or a 1 in any one area may be re-evaluated the following year. Permanent employees evaluated in 2020-2021 may next be formally evaluated in 2024-2025.

With agreement of both parties, from which either party may withdraw, permanent teachers who have been employed at least ten years in the district and whose previous evaluation does not include any score of 2 or lower in any section of the Rating Form will be Formally evaluated once every five years, as permitted by Education Code section 44664.

Permanent unit members who receive an Overall Rating of at least 3 in all areas on their most recent Formal evaluation may, upon mutual agreement of the evaluator, be evaluated according to the Informal Evaluation Procedure set forth in **Section 7.9** below for their next scheduled evaluation.

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

- Clear expectations, based on the National Standards for the Teaching Profession, the California Standards for the Teaching Profession, and the Components for Teaching and Learning Methods that reflect these principles:
 - Teachers are committed to students and their learning
 - Teachers know the subjects they teach and how to teach those subjects to students
 - Teachers are responsible for managing and monitoring student learning
 - Teachers think systematically about their practice and learn from experience
 - Teachers are members of learning communities
- A broad context of evaluation in which multiple and diverse measures are used to assess teacher effectiveness.
- Use of data for the sole purpose of enabling teachers and evaluators to assess areas of strength and development.

7.3.1 Unit members who are not considered general education classroom teachers, including but not limited to counselors, education specialists, speech-language pathologists and psychologists whose responsibilities cannot be evaluated under the above standards shall be evaluated according to the established standards for their profession.

7.3.1.1 The Parties will meet to develop an evaluation framework and rubric for unit members not considered classroom teachers during the 2024-2025 school year. The Parties will meet by May 30, 2025 to review the framework and rubric for a pilot implementation in the 2025-2026 school year. If further work is necessary to reach an agreement about a pilot implementation in 2025-2026, an MOU will need to be negotiated in order for these unit members to be able to complete the evaluation cycle as listed in **Section 7.2**.

7.3.1.2 During 2024-2025, for unit members who are not considered general education classroom teachers, the following frameworks and rubrics will be developed and piloted based on the unit member's position:

Education Specialist Unit members considered to be Education specialists, and not general education classroom teachers, will be evaluated based on the California Teaching Performance Expectations for students with Mild to Moderate Support Needs and/or Moderate to Severe Support Needs, depending on the credential the Education Specialist holds and the identified needs of the students in the classroom.

School Counselor Unit members considered to be School Counselors, and not general education classroom teachers or Education Specialists, will be evaluated based on the California Standards for the Counseling Profession.

7.3.1.3 Appendix B includes frameworks and rubrics specific to the Education Specialist and School Counselor.

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

7.4.1 Probationary/Temporary Teachers

7.4.1.1 The Formal Evaluation Procedure is for unit members in probationary/temporary status who require more intensive analysis of teaching as it relates to the standards. This level of review involves maximum administrative attention, and where helpful, assistance from experience tenured unit members. Unit members remain in Probationary/Temporary until permanent status is achieved.

7.4.2 Permanent Teachers

7.4.2.1 Depending on a permanent unit member's Overall Ratings on the summative evaluation, either the Formal or Informal Evaluation Procedure is for unit members with permanent status. Professional growth and continuous improvement are emphasized, relative to the California Standards for the Teaching Profession as set forth in the standards and rubrics attached as Appendix B to this Agreement.

7.4.3 Formal Evaluation Procedure

7.4.3.1 By September 15, there will be an evaluation orientation meeting for all unit members to be evaluated during the year. The meeting will be held during the scheduled

Wednesday professional growth time. The meeting will include reviewing the evaluation packet (Appendix B).

7.4.3.2 By October 15, there will be a conference between the evaluator and the unit member in which the evaluation process is explained and plan(s) for the evaluation are discussed. The unit member may complete the Pre-Conference Form and the Pre-Test on the Teacher Summary Rating form prior to the meeting, or during the meeting with the evaluator. (See Appendix B)

7.4.3.3 Permanent certificated unit members shall receive one (1) formal observation, completed by February 28. The unit member may request further formal observation by the evaluator. Such requests must be made by March 30.

7.4.3.3.1 The unit member and evaluator shall find mutual agreement for the date and time of the formal observation.

7.4.3.4 Probationary, temporary, and intern certificated unit members shall receive two (2) formal observations, completed by February 28. The unit member may request further formal observation by the evaluator. Such requests must be made by March 30.

7.4.3.4.1 The unit member and evaluator shall find mutual agreement for the date and time of the formal observation.

7.4.3.5 A conference for the purpose of providing feedback regarding the formal observation will be held. Conferences for the purpose of this section shall be held within seven (7) working days following the observation. Conferences will be held at the convenience of the unit member whenever possible.

7.4.5.5.1 A copy of the written Observation Summary (See Appendix B) by the evaluator will be given to the unit member. A copy of the Observation Summary will be placed in the unit member's personnel file. The unit member being evaluated is to sign the Observation Summary. This signature does not indicate approval of the content, but rather that the summary has been received by the unit 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 Observation Summary.

7.4.3.6 The evaluator and the unit member shall meet no later than May 1 to review the Summative Report (Appendix B) that indicates the degree to which the unit member has met the established standards for their profession.

7.4.3.6.1 At or before the final conference, the unit member shall provide their evaluator with a copy of the final post-assessment rubric, and the evaluator shall provide the unit member with a copy of the overall summative report. If there are discrepancies, dialogue shall occur during this formal conference to determine final overall scores for each standard and section. If the unit member and evaluator do not agree on any of the final scores, the

superintendent will meet separately with the unit member and the evaluator. The unit member and evaluator may present artifacts and other evidence to the superintendent for the specific standards that are in disagreement. The superintendent will determine the final scores on the standards where agreement was not reached. If the superintendent is the evaluator, another district administrator will mediate in their stead.

7.4.3.6.2 All certificated unit members shall receive a copy of their Summative Report. A copy of the Summative Report will be placed in the unit member's personnel file.

7.4.3.6.3 The unit member shall attach their signature to the Summative Report (Appendix B), indicating it has been received. The unit member may append, within ten (10) working days, comments and responses if the unit member desires.

7.4.3.7 For the purpose of this section, the evaluator shall be the unit member's immediate Supervisor or Superintendent/designee.

7.4.3.8 Informal observations may be made by the evaluator on a random basis. Additional informal observations may be made where necessary in the judgment of the evaluator. The unit member may request further informal observation by the evaluator.

7.5 If the formal observation does not take place in accordance with **7.4**, unit members will be evaluated on available data, informal observation reports, artifacts, etc. as determined collaboratively by the unit member and their evaluator. Using the data collected, the evaluator and unit member will then complete the evaluation process as outlined in the Summative Report (Appendix B). The Evaluation form will be clearly marked with the note: "Formal evaluation completed without formal observation."

7.5.1 The unit member will not be expected to alter their evaluations schedule as prescribed by **Article 7.2** due to a violation of **7.4**.

7.6 Any evaluation performance pursuant to this procedure which contains an overall rating of Beginning (1) or below in Teach, Plan, or Student Learning may include the requirement that the unit member participate in a program designed to improve appropriate areas of the unit member's performance and to further pupil achievement and instructional objectives of the District. A unit member shall not be required to participate in such a program unless an attempt is made to reach agreement on the nature of the program with the unit member. Should the unit member and the evaluator not reach agreement on the nature of the program, the superintendent shall determine the nature of the program; such program shall relate to the overall rating.

7.6.1 Release time shall be provided when required by the nature of the program;

7.6.2 The unit member shall be reimbursed for costs incurred;

7.6.3 If the program includes peer participation, the relationship between the unit member and their peer shall be confidential.

7.6.4 Should a permanent employee receive an Overall Rating of Beginning (1) or below, they will be subject to the Formal Evaluation Procedure the following year.

7.7 Evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than thirty (30) days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place.

7.8 The substance of the evaluator's classroom observation reports and annual evaluation appraisals shall not be subject to the grievance procedure. Violations of evaluation procedures specified above may be grieved.

7.9 Informal Evaluation Procedure

7.9.1 By September 15, there will be an evaluation orientation meeting for all unit members to be evaluated during the year. The meeting will be held during the scheduled Wednesday professional growth time. The meeting will include reviewing the evaluation packet.

7.9.2 By October 8, the unit member scheduled to receive an Informal Evaluation shall select one standard from the Teacher Summary Rating form for development during the school year and the unit member shall self-assess using the same rubric used for formal evaluations, with the evaluation form clearly marked "Informal."

7.9.3 By October 15, the supervisor shall meet individually with the unit member to 1) discuss the unit member's self-assessment of chosen standard, 2) discuss areas of growth the unit member wants to address in the chosen standard, 3) collaborate to determine success indicators that will support the unit member to develop their practice in the chosen standard. The unit member will provide the supervisor with a plan for development, in writing, that includes the agreed upon success indicators to the supervisor within 7 days of the meeting.

7.9.4 By March 30, the unit member shall self-assess again (using the Informal Teacher Summary Rating Form used at the beginning of the year), and write a written reflection about their progress with the success indicators.

7.9.5 By April 15, the unit member and supervisor will meet to review the written reflection. A copy of the unit member's reflection will be signed by the unit member and supervisor as recognition of completion and placed in their personnel file.

7.9.6 Annual scheduling shall be based on when the unit member received their most recent evaluation results, including those resulting from **Article 7.5**.

7.9.7 This procedure shall be provided, with the consent of the evaluator, for any permanent unit member whose most recent Formal Evaluation does not include any score of 2 or lower in any section of the Rating Form. Unit members who participate in this procedure shall continue to be held accountable for meeting the CSTP. Nothing in this procedure precludes or impedes the evaluator from conducting informal observations. Such notification must be made by May 1.

7.9.8 By May 30, if the informal evaluation does not take place in accordance with **7.9**, the unit member will provide and sign a written reflection based on the following information:

- Their self assessment of their chosen standard area
- The success indicators they chose to support their growth
- The data they looked at to inform their reflection
- Their progress with their success indicators

The supervisor will sign the unit member's reflection in confirmation of receipt and the reflection will be placed in the personnel file. The Informal Evaluation form will be clearly marked with the note: "Informal evaluation completed." If the unit member's written summary is not submitted by May 30, the unit member will be returned to the informal evaluation procedure the following year. No informal evaluation cycle shall replace the time that a formal evaluation is required.

Article 8—HOURS OF EMPLOYMENT

8.1 The length of the workday, including preparation time, relief periods, lunch, and time required before and after school shall not exceed seven hours. Unit members are expected to be on campus, except for duty-free lunch, from 8:15 a.m. until 3:15 p.m., except as noted in this article.

8.1.1 Alternatively, unit members may choose to start the workday at 8 a.m. and leave 7 hours later at 3 p.m. Adjusted times cannot be used on Wednesdays when there is school wide-staff development, nor on days with staff meetings. The district will make reasonable accommodations for persons with disabilities.

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

8.2.1 180 days of instruction

8.2.2 One (1) teacher preparation work day scheduled for the week day before the first day of instruction. The day is set aside for teacher set-up/preparation for the school year.

8.2.3 Two (2) days of district-provided staff development prior to the start of the instructional year, scheduled for the two week days before the teacher preparation work day (see 8.2.2).

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 Work Year for New Hires

The work year for new unit members in their first, full year will be 187 days. Of the two extra days for new employees, no more than 1.5 will be used for formal orientation. One-half will be available for teachers to acquire materials and work in their classrooms.

8.5 Each Wednesday shall be a minimum instructional day for the purposes of professional growth time. “Professional growth time” is defined as professional learning related to district/school goals, staff meetings, curriculum development, student services collaboration, assessment analysis and planning, member selected professional growth as approved by the Principal, and grade level and/or department collaboration.

8.5.1 All Wednesdays will be 1.5 hours in length for professional growth time. This will run from 1:45pm to 3:15pm, as long as dismissing students at 1:00 p.m. meets the state instructional minutes requirement.

8.5.2 The Leadership Team, one of whom shall be a Bayshore Teachers Association designated representative, shall meet with District leadership by June 30th to collaboratively develop the content based on District and/or site goals, and calendar of Wednesday professional growth time for the following academic school year.

8.5.2.1 The calendar of Wednesday professional growth time shall be negotiated by the Parties at least once per trimester per **Section 8.5.2**.

8.5.3 The calendar of Wednesday professional growth time shall be developed and distributed in hard copy by the first day of school. The agreed-upon topics for professional growth time shall remain aligned with District and/or site goals regardless of unforeseen changes in the planned presentation (i.e. speaker cancellations). In such circumstances, the time may be used for professional growth activities aligned with District and/or site goals as approved by the principal. The district will be provided no more than 20 minutes at the end of these meetings to share District updates and new or critical information. The principal may opt to provide prep time instead of the aligned topic.

8.6 Minimum days (i.e. 1pm dismissal unless otherwise stated) shall be granted unit members for the following reasons:

8.6.1 Preparation for whole school events taking place after 3:15PM when unit members are required to participate. Unit members will meet with their site administrator(s) to mutually design and implement programs that invite and encourage parent participation. No unit member will be required to participate for more than one (1) hour during any given mandatory whole school event after 3:15PM.

8.6.2 Professional Growth Wednesdays (per **8.5.1**).

8.6.3 Parent conferencing.

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

8.6.5 Halloween

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

8.6.7 On all minimum days established in **Section 8.6** (except for **8.6.2**), unit members may leave campus ten (10) minutes after the dismissal of students.

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

8.8 Each K-5 unit member shall have at least (3) guaranteed prep periods of thirty-five (35) minutes per week and each 6-8 unit member shall have at least two (2) guaranteed forty-five (45) minutes per week. Unit members who are considered “specialists” shall have at least three (3)

guaranteed thirty-five (35) minutes per week. Whenever possible, the district will provide and equally distribute extra prep time.

8.9 The scheduled preparation period is defined as paid working time for the specific purposes of preparing materials; evaluating student work; and conferring with students, parents, support staff, and administrators.

Article 9—WAGES

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

2024-2025 School Year: The 2023-2024 salary schedule shall be increased by two percent (2%) retroactive to July 1, 2024.

2025-2026 School Year: The 2024-2025 salary schedule shall be increased by two percent (2%) effective January 1, 2026.

These increases will be calculated based on the most recently signed salary schedule.

9.1.1 Column A requires a Bachelor's Degree;

9.1.2 Column B requires a Bachelor's Degree, plus a regular credential;

9.1.3 Column C requires a regular credential and a BACHELOR'S Degree plus 45 semester units, of postgraduate work, taken after the issuance of degree:

9.1.4 Column D requires a regular credential, a BACHELOR'S Degree, plus 60 units of postgraduate work taken after the issuance of degree;

9.1.5 Column E requires a regular credential, a BACHELOR'S Degree, plus 75 semester units of postgraduate work taken after the issuance of degree.

9.2 The maximum experience credit which shall be allowed towards initial step placement on the salary schedule shall be eight (8) steps with year-for-year credit so long as the unit member taught on a full time basis at least 75% of the teaching days of a school year. This maximum may be exceeded with the mutual agreement of the Association president, or designee.

9.2.1 A unit member who is in paid status (excluding extended illness leave, as established in **Article 11.1.9**) for 50% or more of the school year (0.5 Full-time equivalents) shall earn credit for one year's experience for step advancement on the salary schedule. A unit member who is in paid status (excluding extended illness leave, as established in **Article 11.1.9**) for less than 50% of the school year shall earn credit for one year's experience for step advancement on the salary schedule once every two (2) years.

9.3 Unit members who have separated from the District and are thereafter re-employed by the District shall receive credit for their prior years of experience in the District for placement on the salary schedule.

9.4 Column Advancement

Employees shall be advanced on the salary schedule on the basis of approved educational units they take beyond the requirements of the bachelor's degree. Columns shall be identified

and established on the annually adopted District salary schedule indicating educational unit requirements for each column.

The basis for the approval of units requested by certificated personnel for advancement on the salary schedule shall include the following guidelines:

9.4.1 Maximum Units Taken

Teachers shall take no more than nine units of work for salary credit during any one semester or nine quarter-units per quarter.

9.4.1.1 Non-Degree/Credential Units

Units not leading to a California credential or higher degree must be of direct benefit to the District or the instructional program and may not be approved if for personal or avocational enrichment.

9.4.2 Only Graduate and Upper Division Units

Only upper division units taken at an accredited university or college will be accepted. "Accredited university or college" shall be defined as an accredited agency listed in the U.S. Office of Education publication, Accredited Higher Institutions. Exceptions to the upper division requirement may be made if the Credit Evaluation Committee recommends that a specific lower division course would be beneficial to the District.

9.4.3 No Auditing

Auditing of university or college courses will not be approved for any salary credit.

9.4.4 Successful Completion

Units must be successfully completed with a grade of "C" or above, or a "pass" grade in the case of a "pass/fail" course, to be approved for salary credit.

9.4.5 Credit For Inservice and Student Teaching

The District shall credit unit members with units for supervising student teachers and in-service workshops as recommended by the Credit Evaluation Committee and approved by the Board of Trustees. One local unit of credit shall be given for each fifteen (15) clock hours of approved training in the District during non-work and non-paid time.

A unit member shall receive one semester unit of credit on the salary schedule for each semester of student teaching completed under the unit member's direction. A cash payment of the amount received from the university or college will be made by the supervising teacher for instructional materials.

9.4.6 Credit For Special Assignments

When a stipend is not offered, teachers may apply in advance to the Credit Evaluation Committee for up to one district unit of credit for a special, curriculum-related project which will exceed twenty (20) hours of work beyond the usual hours and teacher responsibilities. (Work on state/federal requirements, such as PQR's, are considered normal teacher responsibilities.)

9.4.7 Deadline for Evidence, First Instructional Day

Certificated personnel advancement on the salary schedule occurs only at the beginning of a given school year. All interpretations of the placement on the salary schedule shall be based on verifiable information and documentation which must be filed with the District Office no later than the first instructional day of any school year.

9.5 Advanced Degree Stipends

The District shall provide in the adopted schedule an additional stipend beyond those described above for unit members who have earned additional accreditation as described below:

9.5.1 For a Master's Degree from an accredited institution of higher learning, unit members will receive \$2,000.

9.5.2 For a Doctorate Degree from an accredited institution of higher learning, unit members will receive \$1,500.

9.5.3 For National Board Certification, unit members will receive \$1,500.

9.5.4 Unit members shall receive the Advanced Degree Stipend for the first accreditation earned in each category above. For example, two (2) Master's Degrees and one (1) Doctorate will earn \$2,000 for the first Master's Degree plus \$1,500 for the Doctorate.

9.6 Longevity Stipends

Unit members are recognized for their years of experience and loyalty to the District. The unit member must have eight (8) consecutive years of service in the district. The unit member shall receive 3% of salary at the beginning of their 14th year of service, 4% at the beginning of their 17th year, 5% at the beginning of their 20th year, and 6% at the beginning of their 23rd year, 7% at the beginning of their 26th year, and 10% at the beginning of their 29th year of service. Longevity Stipends are added each year after the Annual Step Increase for the 14th year and on. Longevity Stipends are a one time stipend paid during the school year unit member becomes eligible and each year thereafter. Longevity Stipends are not added to base salary for salary raise calculations. This does not preclude a unit member at these longevity stages from any wage increases that result from raises in base salary via the bargaining process.

9.7 Travel Reimbursement Rate

Effective each July 1, the travel reimbursement rate shall be increased to reflect the then effective rate established by the Internal Revenue Service for mileage deduction. Unit members shall receive this rate of reimbursement for authorized district travel.

9.8 Certificated Stipend Schedule

Stipends paid for pre-approved activities. If a member's service in a position begins after the first day of school or ends before the last day of school, the stipend will be prorated to reflect the time served in that position. These stipends are awarded for work/participation that is

required after contract hours. If work is assigned or completed during contract work hours, then no stipend will be awarded.

- Leadership team (up to 6 certificated members): \$900/member
- School Site Council (up to 3 certificated members): \$450/member
- Student Council Advisor (1 certificated member): \$900
- Yearbook Lead (1 certificated member): \$900
- Board Meeting Technical Support (1 certificated member): \$900
- Induction Mentor: \$2000 per beginning teacher supported by mentor

9.10 Rate of Compensation

The standard rate of compensation for unit members performing regular instructional duties beyond the regular day shall be \$50.00 per hour. This is not intended to be for after-hours supervision, tutoring, or classroom preparation.

9.10.1 The standard rate of compensation for unit members substituting for another teacher for any part of the day, including taking another teacher's students, when a regular substitute is not available will be equal to \$50 per hour in addition to the member's regular salary (see Appendix A - Salary Schedule).

9.10.2 If a unit member is less than 1.0 FTE and agrees to substitute teach on a day outside of his/her percentage of employment, the unit member shall be compensated the rate for a long-term substitute (See Appendix A – Salary Schedule).

9.10.3 Unit members who agree to participate in an IEP meeting past 3:15 pm, for a student that is not enrolled in his/her class, will receive the hourly rate for extra duty compensation (See Appendix A – Salary Schedule).

9.11 Overnight Field Trips/ Outdoor Education Programs

9.11.1 Unit members will be encouraged but not required to attend Overnight Field Trips/Outdoor Education with their participating classes. If there are personal circumstances that prevent a unit member from fulfilling the assignment, the District and BTA will cooperate in finding a replacement by allowing unit members to switch assignments for the week.

9.11.2 Unit members attending Overnight Field Trips/Outdoor Education with participating classes will attend for the entire time during which their respective classes are participating and for such hours during the day and evening as the District may assign. In recognition of the extra time and responsibility involved for unit members accompanying students to Overnight Field Trips/Outdoor Education Camp, the unit members will be provided with a stipend of \$175 for each night.

9.11.3 Should a personal emergency affect a unit member who does not have her/his own vehicle, the District will reimburse the unit member for any cost of transportation necessitated by the emergency.

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 September 1 of the preceding year ending on August 31 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 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 their 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, they 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 their duties until their physician certifies that they are 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 five (5) days of leave. 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 their 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.

11.9 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 they pay 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 their 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.

11.10.6 Probationary/Temporary Teachers

The board of trustees will not normally approve unpaid leaves of absence for probationary or temporary teachers.

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 their spouse, parent or children or “designated person” as defined by law.

“Designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may select one designated person per 12-month period, such designation to be made at the time the leave is taken.

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 they held prior to the leave.

11.13 Sabbatical Leaves

The Board of Trustees, upon recommendation of the Superintendent, may permit members of the professional staff to take sabbatical leaves of absence for the purpose of self-improvement and which shall be of benefit to the school system through study, research, or travel.

11.13.1 It shall be the responsibility of the Superintendent to develop criteria by which application for such leave may be evaluated in terms of whether such leave may be of benefit to the school system. Salary for a staff member on sabbatical leave shall be the difference

between their regular salary, had they not taken the leave, and the salary paid on Column A, step 1.

11.13.2 The Board of Education shall require each employee on such leave to post suitable bond indemnifying the District against loss in the event the employee fails to render at least two year's service to the District following the leave. Any time that requires or is allotted for exchange teaching can be counted for 7 years necessary for sabbatical leave.

11.14 Reproductive Loss Leave (effective January 1, 2024)

11.14.1 Pursuant to California law (Gov. Code section 12945.6), eligible employees may take up to five days of reproductive loss leave following a miscarriage, unsuccessful assisted reproduction, failed adoption, failed surrogacy, or stillbirth.

11.14.2 If an employee experiences more than one reproductive loss leave event within a 12-month period, the total amount of time taken shall not exceed 20 days within a 12-month period.

11.14.2.1 Leave taken for reproductive loss may be taken nonconsecutively.

11.14.2.2 Reproductive loss leave shall be completed within three months of the event entitling the employee to that leave under **Section 11.14.1**.

11.14.3 Reproductive loss leave shall be unpaid except that an employee may use personal leave, accrued and available sick leave that is otherwise available to the employee.

11.14.4 For purposes of this section "eligible employee" means a person employed by the District for at least 30 days prior to the commencement of the leave.

Article 12 – TRANSFERS AND REASSIGNMENT PROCEDURES

12.1 Definitions

12.1.1 Assignment

The grade level or levels and subjects taught or services performed by a unit member at the particular site.

12.1.2 Reassignment

A change in assignment.

12.1.3 Voluntary Reassignment

A reassignment initiated by the unit member.

12.1.4 Involuntary Reassignment

A reassignment initiated by the District.

12.1.5 Vacancy

Any position which will require service for seventy-five percent (75%) or more of the school year, and will be filled by initial assignment or reassignment.

12.1.6 Seniority

The length of service in the bargaining unit.

12.2 Vacancy Posting, Next year

A notice of all positions which are declared vacant shall be posted in the staff lounge. A copy of such notice shall be sent to the Association at the time of posting. The Association shall then inform unit members of said openings within twenty-four (24) hours of notification. All notices of vacancies shall be posted for not less than five (5) days. Vacant positions shall be posted regardless of reassignments resulting from **12.3**.

12.2.1 Qualifications

All qualifications for a vacant position shall be stated in the notice of vacancy. The District retains the right to establish the relevant qualifications on a case-by-case basis. Such notice shall specify the final date for unit applications and the initial date of posting.

12.2.2 The criteria for selecting unit members for reassignments shall be: certification of unit member, special requirements for a vacancy as shown on the job announcement, unit member's documented strengths or weaknesses, affirmative action requirements, seniority, current teaching experience.

12.2.3 Posting, Next Year

The District shall post anticipated vacancies for the succeeding school year beginning March 16.

12.3 Voluntary Reassignment Procedures

12.3.1 Intent to Return

Unit members shall turn in their Intent to Return Form to Human Resources by March 15. The Form shall indicate their preference, in order of priority, of grade level and/or department assignment. All preferences will be taken into consideration when filling vacant positions should a domino effect in positions occur.

12.3.2 Right to an Interview

Unit members who have applied for vacancies shall be interviewed provided they meet the qualifications specified on the notice of vacancy and have submitted their Intent to Return Form by March 15.

12.3.3 Preference by Qualification

Unit members who qualify under the criteria set forth in **Article 12.2.1** above shall be interviewed and considered for a posted position prior to the interview and consideration of qualified non-unit applicants. The criteria for selecting unit members for reassignment shall be: certification of unit member, special requirements for a vacancy as shown on the job announcement, unit member's teaching experience in a subject matter, grade level, major/minor field of study, documented strengths or weaknesses, seniority, current teaching experience at the site.

12.3.4 Seniority, Tie Breaker

In the event candidates for a position are substantially equal based on the criteria specified in **Section 12.2.2** and **12.3.3**, the candidate with the greater seniority shall be selected.

12.3.5 Notice of Result

When application is made for a voluntary reassignment to take effect during the school year, the unit member shall be notified whether their application for voluntary reassignment was accepted within ten (10) work days of the filing for the vacancy.

12.3.6 Notice, Next Year

When application is made for a voluntary reassignment to take effect at the beginning of the next school year, the unit member shall be notified whether their application for voluntary reassignment was accepted by the last day of the school year or as soon thereafter as possible.

12.3.7 Reasons for Denial

If a voluntary reassignment is denied and the unit member requests reasons for the denial, the site administrator shall meet with the unit member to discuss the specific reasons.

12.4 Involuntary Reassignment

12.4.1 Notice Requirement

Written notice of an involuntary reassignment, and specific reasons when requested by the unit member, shall be given to a unit member during a conference with the originator of said change prior to the involuntary reassignment.

12.4.2 Unit members being involuntarily reassigned, other than those being reassigned to improve their as documented by evaluation(s) shall have the right to indicate preferences in writing from a list of known vacancies. The site administrator shall honor such preference, unless extenuating circumstances exist, in accordance with the criteria in **12.3.3**.

12.4.3 Reasons

A reassignment may be initiated by the District due to: changes in enrollment; school closure and openings; staffing shortages or surpluses within a school and/or department; specified instructional needs; to improve performance as documented by evaluation(s). In a non-evaluation year other substantive documentation may be used to justify an involuntary reassignment to improve performance.

12.4.4 Creation of Vacancy

No unit member shall be involuntarily reassigned to create a vacancy for a unit member who will be reassigned to improve performance.

12.4.5 Comparable Position

Unit members being involuntarily reassigned shall be placed in open positions as comparable as possible to the previously held position, unless extenuating circumstances exist, in accordance with the criteria in **12.3.3**. Comparable positions are within two (2) grade levels of the unit member's most recent assignment. Comparable positions will not require the unit member to obtain additional certification unless the unit member agrees in writing and is compensated for obtaining the additional certification.

12.5 Moving Assistance

12.5.1 Moving Assistance

Upon request, the unit member shall receive moving assistance from the District.

12.5.2 Preparation Time for Move

Upon request, the unit member shall receive reasonable preparation time equivalent to up to two (2) days for reassignment taking place after the first day of the school year.

12.5.3 Relocation to Different Classroom in the Event of an Emergency

For unit members required to relocate classrooms during the academic school year due to an emergency (i.e. natural disaster, fire, vandalism, leaking roof, etc.) the unit

members shall be compensated at \$50/hr, not to exceed \$500, for time spent outside contract hours preparing for the relocation.

12.6 Combination Grade Classes

12.6.1 Two Consecutive Year Rule

When possible, no teacher will be required to teach a combination grade class more than two years in a row if a single-grade class exists at either of the grades contained in the teacher's combination class. Teachers who taught a combination class for the previous two academic years must request such a change in assignment in writing to the site administrator within ten (10) work days of being notified in writing by the administrator. In such a situation, a single-grade teacher may be assigned to the combination class.

12.6.2 Priority of Assignment

If after a year in which no teacher at a grade level has had a combination class, but a combination class is scheduled for the next year, the principal will assign the teacher who has most recently taught a combination class to a straight-grade class.

12.6.3 Dispute Resolution

Disputes about the interpretation of this provision, including special circumstances, will be resolved by a majority vote of a committee composed of the principal, one BTA member from the grade span taught (i.e. K-5, 6-8) and one BTA member from the other grade span (i.e. K-5, 6-8), selected by the BTA president.

12.7 CERTIFICATED VACANCIES

Bargaining Unit Positions – External applicants for positions within the BTA bargaining unit shall be interviewed by a committee that includes at least one (1) bargaining-unit member. The interview committee shall have the authority to provide the District with its recommendation(s).

Administrative Positions – The Board of Trustees shall establish a procedure for filling administrative vacancies that provides BTA bargaining-unit members an opportunity to provide meaningful input into any Board decision to fill an administrative vacancy.

12.8 YEAR LONG ASSIGNMENT

12.8.1 All members will be notified in writing of their teaching assignment for the upcoming year no later than ten (10) work days before the last day of school for the students.

12.8.2 Any member who is involuntarily reassigned after the last student attendance day is entitled to a per diem compensation equal to one day of substitute pay (see Appendix A) for up to three (3) days. Members must request this per diem compensation if applicable.

Article 13—RETIREE HEALTH BENEFITS

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

13.1 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.

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

The unit member is at least 55 years of age.

13.3 Fifteen or More Years

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

13.4 Does Not Re-enter Teaching Profession

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

13.5 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.

Article 14—FULL-TIME RETIREMENT CREDIT FOR REDUCED SERVICES

14.1 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:

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

14.1.2 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.

14.1.3 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.

14.1.4 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.

14.1.5 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.

14.1.6 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.

14.1.7 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 full-time. Such contributions shall be made on a monthly basis regardless of the time during the year when part-time services are actually rendered.

14.1.8 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.

14.1.9 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.

14.1.10 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 15—PERSONAL AND ACADEMIC FREEDOM

15.1 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:

15.1.1 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.

15.1.2 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 their position to indoctrinate students with their own personal, political and/or religious views.

15.2 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 their assigned duties.

Article 16—PERSONNEL FILE PROCEDURES

16.1 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.

16.2 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 their 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.

16.3 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.

16.4 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, their 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.

16.5 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.

16.6 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 their authorized Association representative.

Article 17—JUST CAUSE/DUE PROCESS RIGHTS

17.1 District's Right to Discipline

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

17.2 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.

17.2.1 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.

17.2.2 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.

17.2.3 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.

17.2.4 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 days 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.

17.3 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:

17.3.1 Specific Acts/Omissions

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

17.3.2 Cause

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

17.3.3 Ed Code/Policy

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

17.3.4 Proposed Penalty

Penalty proposed and effective date;

17.3.5 Copies of Documentary Evidence

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

17.3.6 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.

17.4 Notice After Action Has Been Taken

In the event a unit member is removed from their 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.

17.5 Arbitration

17.5.1 Right to Appeal

Only suspension without pay may be appealed to arbitration under the grievance procedure in **Article 6** of the Agreement commencing with **Section 6.2.3**. 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.

17.5.2 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.

17.6 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.

17.7 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.

17.8 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:

17.8.1 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.

17.8.2 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.

17.8.3 Reduce to Writing

If the matter is not resolved at the meeting to the satisfaction of the complainant, they 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.

17.9 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 18 – PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

The PAR program shall be implemented by July 1, 2000.

18.1 DEFINITIONS

18.1.1 Joint Panel serves as the governing body of the PAR program.

18.1.2 Consulting Teacher is a teacher who provides assistance to a Referred Participating Teacher (RPT) or a Voluntary Participating Teacher (VPT) pursuant to the PAR program.

18.1.3 Referred Participating Teacher (RPT) is a teacher with permanent Status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of the teaching performance as a result of an unsatisfactory evaluation.

18.1.4 Voluntary Participating Teacher (VPT) is a teacher who volunteers to participate in the PAR program.

18.2 JOINT PANEL

18.2.1 A peer review panel shall be established and comprised of one teacher from each school and one administrator.

18.2.2 Selection

18.2.2.1 The Association shall choose the teachers by secret ballot.

18.2.2.2 The panel members shall be chosen no later than Sept. 30.

18.2.2.3 All terms shall be for two years. Initially one teacher member shall serve 3 years and one teacher member serves 2 years. All subsequent terms shall be two years.

18.2.2.4 Panel members may be reelected, but may not serve consecutive terms.

18.2.3 Responsibilities

18.2.3.1 The panel shall meet at least two times per year and as necessary.

18.2.3.2 The panel shall adopt rules and procedures to effect the provisions of the agreement.

18.2.3.3 The panel shall select from the applicants by a majority vote, the consulting teacher(s), as determined by need.

18.2.3.4 The panel shall review reports submitted by the consulting teacher, and make any necessary recommendations to the Governing Board.

18.2.3.5 The panel shall annually evaluate the program and submit to the Association and the District any suggestions for improvements of the PAR program.

18.2.3.6 The panel shall ensure that all proceedings and materials related to evaluation reports and other personnel matters shall be strictly confidential.

18.2.4 Training

18.2.4.1 The panel shall provide the necessary training for the PAR program.

18.2.4.2 Panel members and consulting teacher shall, be provided release time for training regarding respective duties, if necessary, and any, classroom observations required.

18.2.5 Compensation panel members shall be paid a stipend of \$30 per hour.

18.3 CONSULTING TEACHER

18.3.1 Selection

18.3.1.1 The consulting teacher must be a permanent classroom teacher.

18.3.1.2 The consulting teacher must possess substantial recent classroom instruction experience.

18.3.1.3 The consulting teacher will have a current satisfactory evaluation, indicating strong performance.

18.3.1.4 A candidate for the consulting teacher must submit an application to the Joint Panel no later than October 31.

18.3.2 Responsibilities

18.3.2.1 The consulting teacher provides assistance to a participating teacher pursuant to the PAR program.

18.3.2.2 The consulting teacher shall prepare at least two peer review reports and a final summary report on any RPT.

any RPT. **18.3.2.3** The consulting teacher shall be provided release time to observe

18.3.2.4 The consulting teacher will:

- Meet at least monthly with the RPT for observation/discussions;
- Maintain a written log of contacts and specific support give to each RPT;
- Document all observations, visitations and meetings with RPT;
- Provide written summary of assistance for each RPT to the Joint Panel by May 15
- Meet at least monthly with the VPT for observation/discussion but only maintain a written log of contacts.

18.3.3 Training

18.3.3.1 The consulting teacher shall be provided release time for training, if needed.

18.3.4 Compensation:

18.3.4.1 The consulting teacher shall be paid a stipend of \$4500 for work with RPT and \$3500 for work with VPT, subject to level of funding of the PAR Program.

18.3.4.2 The consulting teacher shall be provided with a budget of \$300 per VPT or \$500 per RPT.

18.4 REFERRED PARTICIPATING TEACHER (RPT)

18.4.1 A referred participating teacher shall be provided

18.4.1.1 Clearly written performance goals by the evaluator which are aligned with the Stull Act and the California Teaching Standards;

18.4.1.2 The names of consulting teachers and may state a preference or seek a consulting teacher from outside the district if approved by the joint panel.

18.4.1.3 Multiple observations by a consulting teacher;

18.4.1.4 Reasonable training and other support as needed; and

18.4.1.5 The right to have representation at all conferences and meetings submit a written response to any report within ten days and have it attached to any written report by the consulting teacher, and to request a meeting with the joint panel.

18.5 VOLUNTARY PARTICIPATING TEACHER (VPT)

18.5.1 Any teacher may volunteer to participate in the PAR program.

18.5.2 All communication between a consulting teacher and a voluntary participating teacher shall be confidential, and without the consent of the VPT shall not be shared with others, including administrators, evaluators, or the joint panel.

18.6 MISCELLANEOUS

18.6.1 The Association and the District shall jointly monitor the development and the implementation of this program and review the program at the final yearly meeting of the joint panel.

18.6.2 If there are no referred or voluntary participating teachers, the joint panel will solicit applications for projects that will directly benefit classroom instruction.

18.6.3 This article shall be in compliance with the Education Code requirement covering Peer Assistance and Review programs based upon legislative modification or deletion of the PAR program, the Association and the District agree to negotiate the effects' of these actions.

Article 19 – SAFETY

19.1 Distance Learning

19.1.1 In the event that in-person learning is not possible due to an environmental or public health emergency (except in which the physical structure of the school site building is unsafe, i.e. earthquakes), both parties agree to meet within 3 hours of the decision to close the school site for in-person learning to negotiate the manner of distance learning. This shall be done in compliance with applicable requirements from OSHA, State and County Department of Health, and all other applicable State and Federal standards concerning safety and health matters.

19.1.2 The District will notify all unit members in person if possible, via email, and/or phone and/or text of the in-person school closure at least 2 hours prior to notifying the student body and parent/guardians. If circumstances prevent a 2 hour notice, notice shall be given as soon as possible. If notification occurs during the workday, the District will contact members in person, by campus phone, or personal phone and/or text message.

19.2 Air Ventilation and Filtration

19.2.1 When public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from contagious illnesses, especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the contagion and thus the risk of transmission and infection through the air:

19.2.1.1 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.

19.2.1.2 HVAC air filters shall be equipped with MERV-13 filters and changed at the recommended intervals.

19.2.1.3 Classroom spaces or workspaces without a functioning central HVAC system or non-opening windows shall be equipped with well-maintained, low-noise portable MERV-13 air filters with a large enough capacity and flow rate for the square footage of the room until functionality of the main system is restored.

19.3 Safety

19.3.1 The District is committed to providing a safe working environment for all unit members. The District shall adhere to state and federal workplace and school site safety requirements, including those regarding ventilation and air filtration.

19.3.1.1 District and/or school safety plans and emergency procedures shall be communicated and provided in written form (including digitally) to unit members. The District will annually conduct training with staff on safety procedures.

19.3.1.2 Fire code, OSHA and other safety regulations: The District will comply with applicable fire codes, OSHA regulations, and other mandated safety regulations. The District will provide training when such safety is not practiced.

19.4 Unsafe Conditions

19.4.1 The District is committed to providing a safe working environment for all unit members. Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being.

19.4.2 All complaints alleging an unsafe environment will be acknowledged and a response shall be provided to the unit member and the Association with seven (7) working days of receipt of the written complaint. The District will investigate any complaint which alleges immediate danger to unit members, and take immediate action to remedy the danger, if warranted by the investigation.

19.4.3 A unit member shall take responsible action within their discretion to remedy unsafe conditions and shall utilize appropriate District procedures.

19.4.4 Matters that impact the unit members' safe working environment shall be brought to the attention of unit members.

19.4.5 When insecticides or other toxic chemicals are used, regardless of the purpose of the usage, the district shall notify unit members in advance, including the name of the chemical to be used. Such chemicals shall not be used when unit members, pupils, or others are present or expected to re-enter the area before it is safe to do so.

19.4.6 Reporting Unsafe Conditions

The safety and health of pupils and unit members are important concerns of the District. To ensure that exposure to unsafe conditions is minimized, certificated unit members will be encouraged to be safety conscious in their own actions and to report any unsafe conditions to their immediate supervisor.

19.5 Physical Control

Unit members, acting within the scope of their duties and responsibilities, may, in accordance with legal standards, exercise the amount of physical control reasonably necessary to protect themselves, maintain order, or protect the health and safety of pupils.

19.6 Assaults

Unit members shall report any physical or verbal assault against the unit member made as a consequence of the unit members' performance of their assigned duties.

19.6.1 Report to Administrator

The unit member shall report the incident to the site administrator verbally and in writing as soon as possible when contacting an outside agency. The administrator shall promptly report the incident to the appropriate law enforcement agency, in accordance with legal requirements.

19.7 At the beginning of each school year, the District shall provide each unit member a copy of the Student Handbook.

19.8 When known to the District, the District shall notify unit members as required regarding students described in Education Code section 49079.

19.9 Lockable Facilities

The District, to ensure the safety of a unit members' possessions, shall provide classroom unit members with lockable facilities within the classroom or school building to provide safekeeping for coats and other personal items.

Article 20 – MISCELLEANOUS

20.1 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 unless found to be in conflict with the law, in which case the law will prevail.

20.2 Savings

20.2.1 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 21 – DURATION OF AGREEMENT

21.1 Expiration and Continuation

This agreement expires on June 30, 2027. In the event that a new agreement is not made by that expiration date, the current agreement shall continue to be honored.

21.2 Openers

Openers on the following articles will be available for the 2026-2027 school year:

- Article 9 - Wages
- Up to two additional articles chosen by each party.

APPENDICES

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| Appendix A – Salary Schedule | |
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OVERVIEW OF PACKET

For exact language and further details, refer to Article 7: Evaluations

Employee Categories (See 7.2):

- Probationary, OR any employee who earned two “2” scores, or one “1” score last year
 - Every year: Formal evaluation
- Permanent
 - Every other year: Alternate between Formal and Informal evaluation
- Ten years or more, with no “2” scores
 - Once every 5 years, Formal evaluation

Formal Evaluation Process Deadlines (See 7.4):

- By September 15: Orientation Meeting
- By October 15: Pre-Conference with Evaluator, Pre-Conference form, Pre-Test Rating form (done prior to meeting individually, or at meeting together)
- By February 28: Observation(s) Completed
 - Probationary, Temporary, Intern: 2 Observations
 - Permanent: 1 Observation
 - Post-Conference for feedback held within 7 working days
 - Written Observation Summary provided by Evaluator
 - Member signs form that it was received
 - Member may send written comments within the next 10 days to attach to the form
- By March 30: Member may request additional evaluation(s)
- Evaluator may make additional informal observations on a random basis (*see 7.4.3.8*)
- By May 1: Final Conference - review Summative Report form by Evaluator, review Final Rating form by Member
 - Member signs form that it was received
 - Member may send written comments within the next 10 days to attach to the form
- *If any of these requirements are not met, see Article 7.5 for alternate documentation.*

Informal Evaluation Process Deadlines (See 7.9):

- By September 15: Orientation Meeting
- By October 8: Self-Assessment and choose 1 standard to develop
 - Use regular form, and mark it as “Informal”
- By October 15: Pre-Conference with Evaluator
 - Member provides written plan within 7 days post-meeting
- By March 30: Self-Assess and Written Reflection by Member
- By April 15: Final Conference, Member and Evaluator sign Written Reflection
- *If any of these requirements are not met, see Article 7.9.8 for alternate documentation.*



Pre-Conference Form

Unit member:

Grade:

Evaluator:

Subject:

Date of Conference:

The unit member will:

- Self reflect using the Teacher Summary Rating Form
- Select one (1) standard from the standards listed on the Framework for Teaching & Learning
- Complete all of sections 1 & 2 on this form

Evaluator will:

- Reflect on the unit member's development and growth using the Teacher Summary Rating Form
- Have the option to select one (1) standard from the standards listed on the Framework for Teaching & Learning
- Attach this form to the Summative Report at the end of the evaluation cycle.

| | |
|---|--|
| Section 1 : Standard | |
| Focus Standard: <i>(From Framework for Teaching and Learning)</i> | |
| Section 2: SMART Goal | |
| Specific: <i>(What is the goal?)</i> | |

| | |
|--|--|
| Measureable: <i>(Include the evidence to be collected):</i> | |
| Attainable: <i>(What supports are already in place to reach the goal? What supports are needed?)</i> | |
| Relevant: <i>(How does it relate to the focus standard?)</i> | |
| Time-Based <i>(How will you check-in on progress towards the goal?)</i> | |
| Section 3 : Optional Standard | |
| Optional Standard selected by evaluator: <i>(From Framework for Teaching and Learning)</i> | |

Both parties acknowledge that the aforementioned standards are identified as the focus for this evaluation cycle.

Unit Member's Signature

Date

Evaluator's Signature

Date



Lesson Observation Process

Prior to Observation:

The unit member may choose whether to meet with the evaluator prior to the observation or to complete the observation form independently and provide a copy to the evaluator prior to the observation.

Purpose:

- To establish the context for the lesson
- To define the specific focus of the observation
- To clarify the unit member's lesson objective and the content standard (s) addressed in the lesson
- To identify and describe the strategies and approaches the unit member will use
- To identify evidence of success
- To determine what data/evidence will be collected for the post-conference

Observation:

Purpose:

- To gather the desired information/evidence/data

Post-Conference:

Purpose:

- To recall the lesson
- To consider how the lesson met, made progress toward, or did not meet the standards
- To compare the observed lesson to the planned lesson
- To reflect upon the evidence/data gathered
- To draw cause and effect relationships between unit member behaviors and student learning
- To consider implications for teaching
- To consider possible improvements or new strategies
- To discuss next steps



Formal Observation Summary

Unit member:

Grade:

Evaluator:

Subject:

Date of Observation:

Date of Post-Conference:

Lesson Objective:

Content Standards Addressed:

Evidence Collected:

Comments: *Actions observed in lesson connected to SMART goal and chosen standard*

Evaluator's Signature

Date

Unit Member's Signature

Date

The unit member's signature does not constitute an endorsement of the Evaluator's statements; only that this Observation Summary has been received by the Unit Member. Written comments may be made by the Unit Member and submitted to the Evaluator within ten (10) working days. (see Article 7.4.4.1)

Framework for Teaching and Learning

1. PLAN

- 1.1. Develops lessons based on students' prior knowledge and understanding.
- 1.2. Differentiates and modifies lesson planning to meet students' diverse needs.
- 1.3. Sets high expectations for all students.
- 1.4. Organizes and maintains a safe, responsible, and respectful learning environment.
- 1.5. Plans, develops, and presents lessons and assessments that are based on district adopted curriculum and the California standards.

2. TEACH

- 2.1. Demonstrates knowledge of subject matter content, academic, standards, and curriculum frameworks.
- 2.2. Uses a variety of resources and tools to emphasize the teaching of standards.
- 2.3. Engages students at all learning levels in rigorous work.
- 2.4. Using assessment in learning: collects, analyses, and uses data to plan and deliver instruction.
- 2.5. Develops and implements effective classroom management procedures.

3. STUDENT LEARNING

- 3.1. Students are empowered to be self-reflective, set individual learning goals, and articulate goals with others.
- 3.2. Students demonstrate growth and mastery on multiple measures across all curricular and extra-curricular areas and make appropriate adjustments.

4. PROFESSIONAL LEARNING

- 4.1. Reflects on and refines teaching practice to support student learning.
- 4.2. Demonstrates commitment to continuous professional growth.
- 4.3. Is receptive to collaborating with colleagues by receiving and giving feedback to promote high-level teaching and learning.
- 4.4. Communicates effectively with all students, families, staff, and/or volunteers.
- 4.5. Models personal and professional ethics including honesty, integrity, fair treatment, and respect for others.

Plan

| The Teacher: | Innovating (4) | Applying (3) | Developing (2) | Beginning (1) | Not Using (0) |
|---|---|---|---|--|------------------|
| <p>1.1 Develops lessons based on students' prior knowledge and understanding.</p> <p>CSTP: 1.1, 1.2, 1.4, 1.5, 2.3, 3.2, 3.4, 4.1, 4.3, 4.5</p> | <ul style="list-style-type: none"> <input type="checkbox"/> Creates and designs lessons such that each part of the lesson significantly moves students towards mastery of the objective. <input type="checkbox"/> Ensures that students can authentically explain what and why they are learning, beyond simply repeating the teacher's explanation. <input type="checkbox"/> Connects teaching to student background, prior knowledge, interest, and real world contexts. | <ul style="list-style-type: none"> <input type="checkbox"/> Creates and designs lessons that are organized and contain the following components: <ul style="list-style-type: none"> <input type="checkbox"/> specific <input type="checkbox"/> measurable <input type="checkbox"/> standards-based <input type="checkbox"/> Selects strategies, resources and activities that will effectively help students achieve the intended (stated) objective. | <ul style="list-style-type: none"> <input type="checkbox"/> Plans lessons that are minimally organized and/or miss one or more of the following components: <ul style="list-style-type: none"> <input type="checkbox"/> specific <input type="checkbox"/> measurable <input type="checkbox"/> standards-based <input type="checkbox"/> Selects strategies, resources, and activities that are inconsistently effective in helping students achieve the intended (stated) objective. | <ul style="list-style-type: none"> <input type="checkbox"/> Uses lessons that lack organization and/or miss more than one of the following components: <ul style="list-style-type: none"> <input type="checkbox"/> specific <input type="checkbox"/> measurable <input type="checkbox"/> standards-based <input type="checkbox"/> Rarely selects strategies, resources and activities that will effectively help students achieve the intended (stated) objective. | |
| <p>1.2 Differentiates and modifies lesson planning to meet students' <i>diverse</i> needs.</p> <p>CSTP: 1.1, 1.2, 1.4, 1.5, 2.1, 3.2, 3.3, 3.4, 3.5, 4.1, 4.3, 4.4, 4.5,</p> | <ul style="list-style-type: none"> <input type="checkbox"/> Identifies and incorporates multiple strategies to fully engage all students and to differentiate daily lessons according to the learning needs of all students. <input type="checkbox"/> Consistently provides a variety of differentiated supports and challenges to promote higher level thinking and learning. <input type="checkbox"/> Incorporates higher level thinking skills. | <ul style="list-style-type: none"> <input type="checkbox"/> Plans differentiated instruction targeted to meet individual and group learning needs. <input type="checkbox"/> Provides differentiated supports and challenges to promote higher-level thinking and learning. <input type="checkbox"/> Strategically uses formal and informal data to support student learning and language needs. | <ul style="list-style-type: none"> <input type="checkbox"/> Makes adjustments and adaptations to differentiate instructional plans according to the needs of some students and levels of mastery. <input type="checkbox"/> Provides some differentiation to support comprehensive student learning. <input type="checkbox"/> Attempts to use formal and informal data to support student learning and language needs. | <ul style="list-style-type: none"> <input type="checkbox"/> Implements lessons without regard for students' needs and levels of mastery. <input type="checkbox"/> Rarely or never provides differentiated supports. <input type="checkbox"/> Ineffectively uses formal and informal data to support student learning and language needs. | |

| | | | | | |
|--|--|--|---|--|--|
| <p>1.3 Sets high expectations for all students.</p> <p>CSTP: 1.2, 3.4, 5.1, 5.3</p> | <p><input type="checkbox"/> Guides and engages all students in internalizing and setting personal goals for their academic achievement.</p> | <p><input type="checkbox"/> Establishes and maintains high expectations for students at all times while addressing achievement patterns from student work samples.</p> | <p><input type="checkbox"/> Attempts to hold high expectations for students while striving to address achievement patterns found in student work samples.</p> | <p><input type="checkbox"/> Rarely or never attempts to set high expectations for students nor addresses achievement patterns found in student work samples.</p> | |
| <p>1.4 Organizes and maintains a safe, responsible, and respectful learning environment.</p> <p>CSTP: 1.2, 1.3, 1.5, 2.2, 2.3, 2.4, 2.5 3.2, 4.2, 4.4, 5.3</p> | <p><input type="checkbox"/> Establishes a learning environment in which the students are invested in the success of their peers.</p> <p><input type="checkbox"/> Establishes a learning environment where students independently take risks in exploring new learning.</p> | <p><input type="checkbox"/> Addresses causes of disruptive, irresponsible and/or disrespectful behavior and creates a culture of respect to which most students respond.</p> <p><input type="checkbox"/> Facilitates an organized and rigorous environment where students consistently have opportunities to take risks in their learning.</p> | <p><input type="checkbox"/> Frequently address causes of disruptive, irresponsible and/or disrespectful behavior.</p> <p><input type="checkbox"/> Creates an environment where students have opportunities to take risks in their learning.</p> | <p><input type="checkbox"/> Does not adequately address causes of disruptive, irresponsible and/or disrespectful behavior.</p> <p><input type="checkbox"/> Provides minimal or no opportunity for academic risk taking.</p> | |
| <p>1.5 Plans, develops, and presents lessons and assessments that are based on district-adopted curriculum and California standards.</p> <p>CSTP: (3.5, 4.4)</p> | <p><input type="checkbox"/> Mentors and collaborates with colleagues in the development of sequential and aligned to state and district standards.</p> <p><input type="checkbox"/> Stays current with emerging research areas and innovative materials; incorporates these into lesson plans.</p> <p><input type="checkbox"/> Mentors and collaborates with peers.</p> | <p><input type="checkbox"/> Plans and implements lessons that</p> <ul style="list-style-type: none"> <input type="checkbox"/> are well organization <input type="checkbox"/> state clear objectives <input type="checkbox"/> demonstrate knowledge of standards <input type="checkbox"/> enables the students to articulate their learning | <p><input type="checkbox"/> Uses lesson plans and implements lessons which</p> <ul style="list-style-type: none"> <input type="checkbox"/> are organized <input type="checkbox"/> state clear objectives <input type="checkbox"/> demonstrate knowledge of standards | <p><input type="checkbox"/> Uses lesson plans and implements lessons that need improvement in at least one of the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> organization <input type="checkbox"/> stating clear objectives <input type="checkbox"/> demonstrating knowledge of standards | |
| <p>Comments:</p> | | | | | |

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Teach

| The Teacher: | Innovating (4) | Applying (3) | Developing (2) | Beginning (1) | Not Using (0) |
|--|--|--|--|--|--------------------------|
| <p>2.1 Demonstrates knowledge of subject matter content, academic, standards, and curriculum frameworks.</p> <p>CSTP: 1.3, 3.1, 3.3, 3.4, 3.5, 3.6, 4.3</p> | <p><input type="checkbox"/> Routinely connects multiple subject and standards in a lesson.</p> | <p><input type="checkbox"/> Refers and connects to standards and district curricular goals to enhance learning.</p> | <p><input type="checkbox"/> Demonstrates some knowledge of subject matter and pedagogy.</p> <p><input type="checkbox"/> While teaching, refers to standards or district curricular goals or programs.</p> | <p><input type="checkbox"/> Teaches without demonstrating own knowledge of subject matter and pedagogy.</p> <p><input type="checkbox"/> Teaches without reference or connection to state standards or district curricular goals or programs.</p> | |
| <p>2.2 Uses of variety of resources and tools to emphasize the teaching of standards.</p> <p>CSTP: 1.3, 1.6, 2.4, 2.7, 3.3, 3.4, 3.5, 4.4, 4.5</p> | <p><input type="checkbox"/> Utilizes an extensive repertoire of strategies, resources, and technology that advance learning.</p> | <p><input type="checkbox"/> Incorporates the use of a variety of resources to support learning and build understanding.</p> <p><input type="checkbox"/> Uses current instructional resources and collaborates to decide best practice of their use.</p> | <p><input type="checkbox"/> May use a variety of resources to support learning and build understanding.</p> <p><input type="checkbox"/> Uses appropriate instructional resources in a variety of ways.</p> | <p><input type="checkbox"/> Determines lessons without the use of a variety of resources including available data.</p> <p><input type="checkbox"/> Uses limited instructional resources.</p> | |
| <p>2.3 Engages students at all learning levels in rigorous work.</p> <p>CSTP: 1.1, 1.2, 1.4, 1.6, 3.5, 3.6, 4.1, 4.2, 4.3, 4.5, 5.5, 5.7</p> | <p><input type="checkbox"/> Engages all students in rigorous tasks that require high level of thinking skills</p> | <p><input type="checkbox"/> Instructs so that lessons are accessible and challenging to all students.</p> <p><input type="checkbox"/> Checks proactively for student understanding and makes ongoing adjustments to instruction.</p> <p><input type="checkbox"/> Effectively balances teacher- directed instruction and rigorous student centered work to engage the majority of the students.</p> | <p><input type="checkbox"/> Incorporates lessons that may not be accessible and challenging to some students.</p> <p><input type="checkbox"/> Checks reactively for student understanding and makes limited adjustments to the instruction.</p> <p><input type="checkbox"/> Balances teacher-directed instruction with</p> | <p><input type="checkbox"/> Does not provide and deliver lessons that are accessible and challenging to the majority of students.</p> <p><input type="checkbox"/> Does not check for student understanding of process and completion of tasks.</p> | |

| | | | | | |
|--|---|---|--|---|--|
| | | <input type="checkbox"/> Continuously works to keep students actively engaged. | <p>limited student centered work to engage some students.</p> <input type="checkbox"/> Engages students some of the time | <input type="checkbox"/> Demonstrates inadequate knowledge of instructional strategies to balance teacher- directed instruction and rigorous student work to engage students. | |
| <p>2.4 Using assessment in learning: collects, analyses, and uses data to plan and deliver instruction.</p> <p>CSTP: 5.2, 5.3, 5.4, 5.5, 5.6, 5.7</p> | <input type="checkbox"/> Uses embedded formative assessments and data analysis to drive instruction. <input type="checkbox"/> Uses multiple measures and trajectories to set goals. Teacher uses alternative assessments to reach all students. Students begin to provide input toward their own growth and mastery. | <input type="checkbox"/> Uses daily or near daily formative assessments and data analysis to drive instruction. <input type="checkbox"/> Uses multiple assessments as needed. Almost all students demonstrate growth and/or master over time based on multiple measures. | <input type="checkbox"/> Uses formative assessments but incorporates little data analysis. Uses summative and benchmarks assessments only as required. | <input type="checkbox"/> Inappropriate use of formative assessments, lacking summative assessments and does not keep or analyze data. | |
| <p>2.5 Develops and implements effective classroom management procedures.</p> <p>CSTP: 2.1, 2.2, 2.3, 2.5, 2.6, 2.7</p> | <input type="checkbox"/> Collaborates with peers regarding their routines and classroom procedures. | <input type="checkbox"/> Routines, classroom and discipline procedures are consistently implemented and effective. | <input type="checkbox"/> Routines, classroom and discipline procedures are consistently implemented, but not consistently effective. | <input type="checkbox"/> Routines, classroom and discipline procedures are not consistently implemented. <input type="checkbox"/> Classroom organization is not conducive to learning. | |
| <p>Comments:</p> | | | | | |

Student Learning

| The Teacher: | Innovating (4) | Applying (3) | Developing (2) | Beginning (1) | Not Using (0) |
|--|--|---|--|---|------------------|
| <p>3.1 Students are empowered to be self-reflective, set individual learning goals, and articulate goals with others.</p> <p>CSTP: 1.1, 4.2, 5.4, 5.5</p> | <ul style="list-style-type: none"> <input type="checkbox"/> Students assess their own learning in relation to their personal goals. <input type="checkbox"/> Students are able to clearly articulate how their learning applies to the real world. | <ul style="list-style-type: none"> <input type="checkbox"/> With teacher prompting, students demonstrate the ability to self-reflect on learning and create personal learning goals. <input type="checkbox"/> Students are able to articulate what they are learning and why they are learning the subject. | <ul style="list-style-type: none"> <input type="checkbox"/> With teacher assistance, students demonstrate the ability to self-reflect on their own learning and are able to create personal learning goals. <input type="checkbox"/> Students are sometimes able to articulate what they are learning. | <ul style="list-style-type: none"> <input type="checkbox"/> Students do not self-reflect on learning and do not create personal learning goals. <input type="checkbox"/> Students are unable to articulate what they are learning. | |
| <p>3.2 Students demonstrate growth and mastery on multiple measures across all curricular and extra-curricular areas and make appropriate adjustments.</p> <p>CSTP: 1.6, 4.5, 5.3, 5.4, 5.5</p> | <ul style="list-style-type: none"> <input type="checkbox"/> Students give input and choice on how they demonstrate their growth and mastery. | <ul style="list-style-type: none"> <input type="checkbox"/> Almost all students demonstrate growth and/or mastery over time based on multiple measures. <input type="checkbox"/> Students have a variety of opportunities to demonstrate their learning. | <ul style="list-style-type: none"> <input type="checkbox"/> Some students demonstrate growth and/or mastery overtime based on multiple measures. <input type="checkbox"/> Students have opportunities to demonstrate their learning. | <ul style="list-style-type: none"> <input type="checkbox"/> Few or no students demonstrate growth and/or mastery overtime based on multiple measures. <input type="checkbox"/> Students have limited or no opportunities to demonstrate their learning. | |
| <p><i>Comments:</i></p> | | | | | |

Professional Learning

| The Teacher: | Innovating (4) | Applying (3) | Developing (2) | Beginning (1) | Not Using (0) |
|--|--|---|--|---|---------------------|
| <p>4.1 Reflects on and refines teaching practice to support student learning.</p> <p>CSTP: 6.1, 6.3</p> | <p><input type="checkbox"/> Always demonstrates and models ethical behavior including honesty, fair treatment, and respect for others.</p> <p><input type="checkbox"/> Mentors peers concerning professional conduct.</p> | <p><input type="checkbox"/> Consistently seeks, develops and refines methods to ensure and impact individual student learning.</p> | <p><input type="checkbox"/> Rarely adjusts teaching practice.</p> | <p><input type="checkbox"/> Does not reflect on practice.</p> | |
| <p>4.2 Demonstrates commitment to continuous professional growth.</p> <p>CSTP: 6.2, 6.3, 6.7</p> | <p><input type="checkbox"/> Advocates for participation in professional development with colleagues; models life long learning with colleagues...</p> <p><input type="checkbox"/> Shares and models knowledge from professional development.</p> | <p><input type="checkbox"/> Seeks out and applies professional development activities aligned with goals and student needs and integrates into practice.</p> <p><input type="checkbox"/> Keeps professional and time commitments and actively participates.</p> <p><input type="checkbox"/> Implements knowledge from professional development to refine teaching practice.</p> | <p><input type="checkbox"/> Commits to professional goals, but has limited implementation.</p> <p><input type="checkbox"/> Keeps professional and time commitments.</p> | <p><input type="checkbox"/> Lacks commitment and implementation of professional goals.</p> <p><input type="checkbox"/> Does not keep professional and/or time commitments.</p> <p><input type="checkbox"/> Attends required professional development, programs and activities, but does not use provided information.</p> | |
| <p>4.3 Is receptive to collaborating with colleagues by receiving and giving feedback to promote high-level teaching and learning.</p> | <p><input type="checkbox"/> Continually mentors other teachers to assist in the improvement of teaching and learning.</p> | <p><input type="checkbox"/> Consistently seeks out and incorporates feedback from both colleagues and supervisors so as improve teaching practice.</p> <p><input type="checkbox"/> Collaborates and effectively implements the agreed upon decisions.</p> | <p><input type="checkbox"/> Often collaborates in formal and/or informal settings</p> <p><input type="checkbox"/> Collaborates and implements, with some success, the agreed upon decisions.</p> | <p><input type="checkbox"/> Does not collaborate in formal and/or informal settings. Resistant, unskilled, and/or unwilling to implement the agreed upon decisions.</p> | |

| | | | | | |
|--|---|---|---|--|--|
| CSTP: 6.3 | | | | | |
| <p>4.4 Communicates effectively with all students, families, staff, and/or volunteers.</p> <p>CSTP: 6.4, 6.5</p> | <p><input type="checkbox"/> Provides a wide range of opportunities for all stakeholders to offer suggestions and to contribute to the classroom and school community.</p> | <p><input type="checkbox"/> Provides opportunities and support for students, families, staff and/or volunteers to actively participate in the student learning process.</p> <p><input type="checkbox"/> Initiates two-way communication with all stakeholders; is an active listener.</p> | <p><input type="checkbox"/> Occasionally provides opportunity and support for students, families, staff and/or volunteers to participate in the student learning process.</p> | <p><input type="checkbox"/> Rarely and/or unsuccessfully engages students, families, staff, and/or volunteers in the student learning process.</p> | |
| <p>4.5 Models personal and professional ethics including honesty, integrity, fair treatment, and respect for others.</p> <p>CSTP: 6.2, 6.6, 6.7</p> | <p><input type="checkbox"/> <i>This space intentionally left blank</i></p> | <p><input type="checkbox"/> Knows and upholds ethical behavior standards including honesty, integrity, fair treatment, and respect for others.</p> | <p><input type="checkbox"/> <i>This space intentionally left blank</i></p> | <p><input type="checkbox"/> Does not uphold ethical professional standards including honesty, integrity, fair treatment, and/or respect for others</p> | |
| Comments: | | | | | |

Teacher Summary Rating Form

Teacher Name: _____

Evaluator Name: _____

Pre-test(Date: _____) Post-test (Date: _____) Final Evaluation (Date: _____)

| | Inno ativ e (4) | App ying (3) | Deve opin g (2) | Beg nni ng (1) | Not Usin g (0) |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| PLAN | | | | | |
| 1.1 Develops lessons based on students' prior knowledge and understanding. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.2 Differentiates and modifies lesson planning to meet students' <i>diverse</i> needs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.3 Sets high expectations for all students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.4 Organizes and maintains a safe, responsible, and respectful learning environment. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1.5 Plans, develops, and presents lessons and assessments that are based on district-adopted curriculum and California content standards. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Overall Rating for this Teacher PLAN | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TEACH | | | | | |
| 2.1 Demonstrates knowledge of subject matter content, academic standards, and curriculum frameworks. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.2 Uses a variety of resources and tools to emphasize the teaching of standards. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.3 Engages students at all learning levels in rigorous work. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.4 Using assessment in learning: collects, analyzes, and uses data to plan and deliver instruction. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.5 Develops and implements effective classroom management procedures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Overall Rating for this Teacher on TEACH | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| STUDENT LEARN | | | | | |
| 3.1 Students are empowered to be self-reflective, set individual learning goals, and articulate goals with others. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.2 Students demonstrate growth and mastery on multiple measures across all curricular and extra-curricular areas and make appropriate adjustments. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Overall Rating for this Teacher on LEARN | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PROFESSIONAL LEARNING | | | | | |
| 4.1 Reflects on and refines teaching practice to support student learning. (6.1) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.2 Demonstrates commitment to continuous professional growth. (6.2) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.3 Is receptive to collaborating with colleagues by receiving and giving feedback to promote high level teaching and learning | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.4 Communicates effectively with all students, families, staff, and/or volunteers. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.5 Models personal and professional ethics including honesty, integrity, fair treatment, and respect for others. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Overall Rating for this Teacher on PROFESSIONAL PRACTICE | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Teacher Signature

Date

Evaluator Signature

Date

| | |
|----------------------------------|--|
| 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 – Work Year Calendar | |
|--|--|

Bayshore Elementary School District

2025-2026 School Calendar

Option A (Aligned to JUHSD)

| July '25 | | | | | | |
|----------|----|----|----|----|----|----|
| 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 | | |

0 instructional days

| August '25 | | | | | | |
|------------|----|----|----|----|----|----|
| 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 | | | | | | |

12 instructional days

| September '25 | | | | | | |
|---------------|----|----|----|----|----|----|
| 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 | | | | |

21 instructional days

| October '25 | | | | | | |
|-------------|----|----|----|----|----|----|
| 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 | |

22 instructional days

| November '25 | | | | | | |
|--------------|----|----|----|----|----|----|
| 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 | | | | | | |

14 instructional days

| December '25 | | | | | | |
|--------------|----|----|----|----|----|----|
| 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 | | | |

14 instructional days

| January '26 | | | | | | |
|-------------|----|----|----|----|----|----|
| 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 |

19 instructional days

| February '26 | | | | | | |
|--------------|----|----|----|----|----|----|
| 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 |
| | | | | | | |

15 instructional days

| March '26 | | | | | | |
|-----------|----|----|----|----|----|----|
| 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 | | | | |

22 instructional days

| April '26 | | | | | | |
|-----------|----|----|----|----|----|----|
| 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 | | |

16 instructional days

| May '26 | | | | | | |
|---------|----|----|----|----|----|----|
| 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 | | | | | | |

20 instructional days

| June '26 | | | | | | |
|----------|----|----|----|----|----|----|
| 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 | | | | |

5 instructional days



1st Day of school (1:00 Release)/Last Day of School (12:00 Release)

| New Teacher Orientation: | Teacher Preparation Work Day | Staff PD Day (no school for students) | Minimum Days |
|--------------------------|------------------------------|---------------------------------------|--|
| 8.7.25 8.8.25 | 8.13.25 | 8.11.25 12.1.25 8.12.25 4.13.26 | Parent/Teacher Conference Week(s) 11.17-21 3.23-27 |

| No School: Local & Legal Holidays | | Trimester periods |
|-----------------------------------|------------------------|---|
| 7.4.25 | Independence Day | ★ Fall: 60 instructional days p/t conference week: 11.17-21 |
| 9.1.25 | Labor Day | |
| 10.13.25 | Indigenous Peoples Day | |
| 11.11.25 | Veteran's Day | ★ Winter: 62 instructional days p/t conference week: 3.23-27 |
| 11.24-28 | Thanksgiving Break | |
| 12.22.25-1.2.26 | Winter Break | ★ Spring: 58 instructional days |
| 1.19.26 | M.L. King Jr. Day | |
| 2.16-20 | President's Week | |
| 4.6-10 | Spring Break | |
| 5.25.26 | Memorial Day | |
| 6.19.26 | Juneteenth | |

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|-------------------------------------|--|
| Appendix E – Health Coverage | |
|-------------------------------------|--|

For information about health coverage, see Article 10.1 and Appendix A - Salary Schedule.

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| Appendix F – Workman’s Compensation Forms | |
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Notice to Employees--Injuries Caused By Work

You may be entitled to workers' compensation benefits if you are injured or become ill because of your job. Workers' compensation covers most work-related physical or mental injuries and illnesses. An injury or illness can be caused by one event (such as hurting your back in a fall) or by repeated exposures (such as hurting your wrist from doing the same motion over and over).

Benefits. Workers' compensation benefits include:

- **Medical Care:** Doctor visits, hospital services, physical therapy, lab tests, x-rays, medicines, medical equipment and travel costs that are reasonably necessary to treat your injury. You should never see a bill. There are limits on chiropractic, physical therapy and occupational therapy visits.
- **Temporary Disability (TD) Benefits:** Payments if you lose wages while recovering. For most injuries, TD benefits may not be paid for more than 104 weeks within five years from the date of injury.
- **Permanent Disability (PD) Benefits:** Payments if you do not recover completely and your injury causes a permanent loss of physical or mental function that a doctor can measure.
- **Supplemental Job Displacement Benefit:** A nontransferable voucher, if you are injured on or after 1/1/2004, your injury causes permanent disability, and your employer does not offer you regular, modified, or alternative work.
- **Death Benefits:** Paid to your dependents if you die from a work-related injury or illness.

Naming Your Own Physician Before Injury or Illness (Predesignation). You may be able to choose the doctor who will treat you for a job injury or illness. If eligible, you must tell your employer, in writing, the name and address of your personal physician or medical group before you are injured. You must obtain their agreement to treat you for your work injury. For instructions, see the written information about workers' compensation that your employer is required to give to new employees.

If You Get Hurt:

1. **Get Medical Care.** If you need emergency care, call 911 for help immediately from the hospital, ambulance, fire department or police department. If you need first aid, contact your employer.
2. **Report Your Injury.** Report the injury immediately to your supervisor or to an employer representative. Don't delay. There are time limits. If you wait too long, you may lose your right to benefits. Your employer is required to provide you with a claim form within one working day after learning about your injury. Within one working day after you file a claim form, your employer or claims administrator must authorize the provision of all treatment, up to ten thousand dollars, consistent with the applicable treatment guidelines, for your alleged injury until the claim is accepted or rejected.
3. **See Your Primary Treating Physician (PTP).** This is the doctor with overall responsibility for treating your injury or illness.
 - If you predesignated your personal physician or a medical group, you may see your personal physician or the medical group after you are injured.
 - If your employer is using a medical provider network (MPN) or a health care organization (HCO), in most cases you will be treated within the MPN or HCO unless you predesignated a personal physician or medical group. An MPN is a group of physicians and health care providers who provide treatment to workers injured on the job. You should receive information from your employer if you are covered by an HCO or a MPN. Contact your employer for more information.
 - If your employer is not using an MPN or HCO, in most cases the claims administrator can choose the doctor who first treats you when you are injured, unless you predesignated a personal physician or medical group.
4. You may consult a licensed attorney to advise you of your rights under workers' compensation laws. In most instances, attorney's fees will be paid from your recovery.
5. **Medical Provider Networks.** Your employer may be using an MPN, which is a group of health care providers designated to provide treatment to workers injured on the job. If you have predesignated a personal physician or medical group prior to your work injury, then you may go there to receive treatment from your predesignated doctor. If you are treating with a non-MPN doctor for an existing injury, you may be required to change to a doctor within the MPN. For more information, see the MPN contact information below.

MPN website: InterMed Select MPN: <http://www.intermedccs.com/intermedselectMPN>

MPN Effective Date: 1/1/2025 MPN Identification number: 3056

If you need help locating an MPN physician, call your MPN access assistant at: 877-746-3157 MPNMedicalAssistant@intermedccs.com

If you have questions about the MPN or want to file a complaint against the MPN, call the MPN Contact Person at: 855-893-2303

Discrimination. It is illegal for your employer to punish or fire you for having a work injury or illness, for filing a claim, or testifying in another person's workers' compensation case. If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

Questions? Learn more about workers' compensation by reading the information that your employer is required to give you at time of hire. If you have questions, see your employer or the claims administrator (who handles workers' compensation claims for your employer).

Claims Administrator: Intercare Holdings Insurance Services, Inc. Phone: (800)771-5454

Workers' compensation insurer: San Mateo County Schools Insurance Group(SMCSIG) (Enter "self-insured" if appropriate)

You can also get free information from a State Division of Workers' Compensation Information (DWC) & Assistance Officer. The nearest Information & Assistance Officer can be found at location: 455 Golden Gate Ave., 2nd Floor, San Francisco, CA 94102 or by calling toll-free (800) 736-7401. Learn more information about workers' compensation online: www.dwc.ca.gov and access a useful booklet "Workers' Compensation in California: A Guidebook for Injured Workers."

False claims and false denials. 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 and may be fined and imprisoned.

Your employer may not be liable for the payment of workers' compensation benefits for any injury that arises from your voluntary participation in any off-duty, recreational, social, or athletic activity that is not part of your work-related duties.



Aviso a los Empleados—Lesiones Causadas por el Trabajo

Es posible que usted tenga derecho a beneficios de compensación de trabajadores si usted se lesiona o se enferma a causa de su trabajo. La compensación de trabajadores cubre la mayoría de las lesiones y enfermedades físicas o mentales relacionadas con el trabajo. Una lesión o enfermedad puede ser causada por un evento (como por ejemplo lastimarse la espalda en una caída) o por acciones repetidas (como por ejemplo lastimarse la muñeca por hacer el mismo movimiento una y otra vez).

Beneficios. Los beneficios de compensación de trabajadores incluyen:

- **Atención Médica:** Consultas médicas, servicios de hospital, terapia física, análisis de laboratorio, radiografías, medicinas, equipo médico y costos de viajar que son razonablemente necesarias para tratar su lesión. Usted nunca deberá ver un cobro. Hay límites para visitas quiroprácticas, de terapia física y de terapia ocupacional.
- **Beneficios por Incapacidad Temporal (TD):** Pagos si usted pierde sueldo mientras se recupera. Para la mayoría de las lesiones, beneficios de TD no se pagarán por más de 104 semanas dentro de cinco años después de la fecha de la lesión.
- **Beneficios por Incapacidad Permanente (PD):** Pagos si usted no se recupera completamente y si su lesión le causa una pérdida permanente de su función física o mental que un médico puede medir.
- **Beneficio Suplementario por Desplazamiento de Trabajo:** Un vale no-transferible si su lesión surge en o después del 1/1/04, y su lesión le ocasiona una incapacidad permanente, y su empleador no le ofrece a usted un trabajo regular, modificado, o alternativo.
- **Beneficios por Muerte:** Pagados a sus dependientes si usted muere a causa de una lesión o enfermedad relacionada con el trabajo.

Designación de su Propio Médico Antes de una Lesión o Enfermedad (Designación previa). Es posible que usted pueda elegir al médico que le atenderá en una lesión o enfermedad relacionada con el trabajo. Si es elegible, usted debe informarle al empleador, por escrito, el nombre y la dirección de su médico personal o grupo médico, antes de que usted se lesione. Usted debe ponerse de acuerdo con su médico para que atienda la lesión causada por el trabajo. Para instrucciones, vea la información escrita sobre la compensación de trabajadores que se le exige a su empleador darle a los empleados nuevos.

Si Usted se Lastima:

1. **Obtenga Atención Médica.** Si usted necesita atención de emergencia, llame al 911 para ayuda inmediata de un hospital, una ambulancia, el departamento de bomberos o departamento de policía. Si usted necesita primeros auxilios, comuníquese con su empleador.
2. **Reporte su Lesión.** Reporte la lesión inmediatamente a su supervisor(a) o a un representante del empleador. No se demore. Hay límites de tiempo. Si usted espera demasiado, es posible que usted pierda su derecho a beneficios. Su empleador está obligado a proporcionarle un formulario de reclamo dentro de un día laboral después de saber de su lesión. Dentro de un día después de que usted presente un formulario de reclamo, el empleador o administrador de reclamos debe autorizar todo tratamiento médico, hasta diez mil dólares, de acuerdo con las pautas de tratamiento aplicables a su presunta lesión, hasta que el reclamo sea aceptado o rechazado.
3. **Consulte al Médico que le está Atendiendo (PTP).** Este es el médico con la responsabilidad total de tratar su lesión o enfermedad.
 - Si usted designó previamente a su médico personal o grupo médico, usted puede consultar a su médico personal o grupo médico después de lesionarse.
 - Si su empleador está utilizando una Red de Proveedores Médicos (MPN) o una Organización de Cuidado Médico (HCO), en la mayoría de los casos usted será tratado dentro de la MPN o la HCO a menos que usted designó previamente un médico personal o grupo médico. Una MPN es un grupo de médicos y proveedores de atención médica que proporcionan tratamiento a trabajadores lesionados en el trabajo. Usted debe recibir información de su empleador si está cubierto por una HCO o una MPN. Hable con su empleador para más información.
 - Si su empleador no está utilizando una MPN o HCO, en la mayoría de los casos el administrador de reclamos puede escoger el médico que lo atiende primero, cuando usted se lesiona, a menos que usted designó previamente a un médico personal o grupo médico.
4. Puede consultar a un abogado con licencia para que le asesore sobre sus derechos bajo las leyes de compensación para trabajadores. En la mayoría de los casos, los honorarios del abogado se pagarán a partir de su recuperación.
5. **Red de Proveedores Médicos (MPN).** Es posible que su empleador use una MPN, lo cual es un grupo de proveedores de asistencia médica designados para dar tratamiento a los trabajadores lesionados en el trabajo. Si usted ha hecho una designación previa de un médico personal antes de lesionarse en el trabajo, entonces usted puede recibir tratamiento de su médico previamente designado. Si usted está recibiendo tratamiento de parte de un médico que no pertenece a la MPN para una lesión existente, puede requerirse que usted se cambie a un médico dentro de la MPN. Para más información, vea la siguiente información de contacto de la MPN:

Página web de la MPN: InterMed Select MPN <http://www.intermedocs.com/InterMedSelectMPN>

Fecha de vigencia de la MPN: 1/1/2025 Número de identificación de la MPN: 3056

Si usted necesita ayuda en localizar un médico de una MPN, llame a su asistente de acceso de la MPN al: 877-746-3157

Si usted tiene preguntas sobre la MPN o quiere presentar una queja en contra de la MPN, llame a la Persona de Contacto de la MPN al: 855-8913-2303

Discriminación. Es ilegal que su empleador le castigue o despidan por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por testificar en el caso de compensación de trabajadores de otra persona. De ser probado, usted puede recibir pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios y gastos hasta los límites establecidos por el estado.

¿Preguntas? Aprenda más sobre la compensación de trabajadores leyendo la información que se requiere que su empleador le dé cuando es contratado. Si usted tiene preguntas, vea a su empleador o al administrador de reclamos (que se encarga de los reclamos de compensación de trabajadores de su empleador).

Administrador de Reclamos: Intercare Holdings Insurance Services, Inc. Teléfono: (800)771-5454

Asegurador del Seguro de Compensación de trabajador: San Diego State Insurance Group (SDSIC) (Anotar "autoasegurado" si es apropiado)

Usted también puede obtener información gratuita de un Oficial de Información y Asistencia de la División Estatal de Compensación de Trabajadores. El Oficial de Información y Asistencia más cercano se localiza en: 425 Golden Gate Ave., 2nd Floor, San Francisco, CA 94102 o llamando al número gratuito (800) 736-7401. Usted puede obtener más información sobre la compensación del trabajador en el Internet en: www.dwc.ca.gov y acceder a una guía útil "Compensación del Trabajador de California Una Guía para Trabajadores Lesionados."

Los reclamos falsos y rechazos falsos del reclamo. Cualquier persona que haga o que ocasione que se haga una declaración o una representación material intencionalmente falsa o fraudulenta, con el fin de obtener o negar beneficios o pagos de compensación de trabajadores, es culpable de un delito grave y puede ser multado y encarcelado.

Es posible que su empleador no sea responsable por el pago de beneficios de compensación de trabajadores para ninguna lesión que proviene de su participación voluntaria en cualquier actividad fuera del trabajo, recreativa, social, o atlética que no sea parte de sus deberes laborales.



Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility Formulario de Reclamo de Compensación de Trabajadores (DWC 1) y Notificación de Posible Elegibilidad

If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Use the attached form to file a workers' compensation claim with your employer. **You should read all of the information below.** Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If you file a claim, the claims administrator, who is responsible for handling your claim, must notify you within 14 days whether your claim is accepted or whether additional investigation is needed.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Do this right away to avoid problems with your claim. In some cases, benefits will not start until you inform your employer about your injury by filing a claim form. Describe your injury completely. Include every part of your body affected by the injury. If you mail the form to your employer, use first-class or certified mail. If you buy a return receipt, you will be able to prove that the claim form was mailed and when it was delivered. Within one working day after you file the claim form, your employer must complete the "Employer" section, give you a dated copy, keep one copy, and send one to the claims administrator.

Medical Care: Your claims administrator will pay for all reasonable and necessary medical care for your work injury or illness. Medical benefits are subject to approval and may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, medicines, equipment and travel costs. Your claims administrator will pay the costs of approved medical services directly so you should never see a bill. There are limits on chiropractic, physical therapy, and other occupational therapy visits.

The Primary Treating Physician (PTP) is the doctor with the overall responsibility for treatment of your injury or illness.

- If you previously designated your personal physician or a medical group, you may see your personal physician or the medical group after you are injured.
- If your employer is using a medical provider network (MPN) or Health Care Organization (HCO), in most cases, you will be treated in the MPN or HCO unless you predesignated your personal physician or a medical group. An MPN is a group of health care providers who provide treatment to workers injured on the job. You should receive information from your employer if you are covered by an HCO or a MPN. Contact your employer for more information.
- If your employer is not using an MPN or HCO, in most cases, the claims administrator can choose the doctor who first treats you unless you predesignated your personal physician or a medical group.
- If your employer has not put up a poster describing your rights to workers' compensation, you may be able to be treated by your personal physician right after you are injured.

Within one working day after you file a claim form, your employer or the claims administrator must authorize up to \$10,000 in treatment for your injury, consistent with the applicable treating guidelines until the claim is accepted or rejected. If the employer or claims administrator does not authorize treatment right away, talk to your supervisor, someone else in management, or the claims administrator. Ask for treatment to be authorized right now, while waiting for a decision on your claim. If the employer or claims administrator will not authorize treatment, use your own health insurance to get medical care. Your health insurer will seek reimbursement from the claims administrator. If you do not have health insurance, there are doctors, clinics or hospitals that will treat you without immediate payment. They will seek reimbursement from the claims administrator.

Switching to a Different Doctor as Your PTP:

- If you are being treated in a Medical Provider Network (MPN), you may switch to other doctors within the MPN after the first visit.
- If you are being treated in a Health Care Organization (HCO), you may switch at least one time to another doctor within the HCO. You may switch to a doctor outside the HCO 90 or 180 days after your injury is reported to your employer (depending on whether you are covered by employer-provided health insurance).
- If you are not being treated in an MPN or HCO and did not predesignate, you may switch to a new doctor one time during the first 30 days after your injury is reported to your employer. Contact the claims administrator to switch doctors. After 30 days, you may switch to a doctor of your choice if

Si Ud. se lesiona o se enferma, ya sea físicamente o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación de trabajadores. Utilice el formulario adjunto para presentar un reclamo de compensación de trabajadores con su empleador. **Ud. debe leer toda la información a continuación.** Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran dependiendo de la índole de su reclamo. Si usted presenta un reclamo, el administrador de reclamos, quien es responsable por el manejo de su reclamo, debe notificarle dentro de 14 días si se acepta su reclamo o si se necesita investigación adicional.

Para presentar un reclamo, llene la sección del formulario designada para el "Empleado," guarde una copia, y déle el resto a su empleador. Haga esto de inmediato para evitar problemas con su reclamo. En algunos casos, los beneficios no se iniciarán hasta que usted le informe a su empleador acerca de su lesión mediante la presentación de un formulario de reclamo. Describa su lesión por completo. Incluya cada parte de su cuerpo afectada por la lesión. Si usted le envía por correo el formulario a su empleador, utilice primera clase o correo certificado. Si usted compra un acuse de recibo, usted podrá demostrar que el formulario de reclamo fue enviado por correo y cuando fue entregado. Dentro de un día laboral después de presentar el formulario de reclamo, su empleador debe completar la sección designada para el "Empleador," le dará a Ud. una copia fechada, guardará una copia, y enviará una al administrador de reclamos.

Atención Médica: Su administrador de reclamos pagará por toda la atención médica razonable y necesaria para su lesión o enfermedad relacionada con el trabajo. Los beneficios médicos están sujetos a la aprobación y pueden incluir tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio, las medicinas, equipos y gastos de viaje. Su administrador de reclamos pagará directamente los costos de los servicios médicos aprobados de manera que usted nunca verá una factura. Hay límites en terapia quiropráctica, física y otras visitas de terapia ocupacional.

El Médico Primario que le Atiende (Primary Treating Physician- PTP) es el médico con la responsabilidad total para tratar su lesión o enfermedad.

- Si usted designó previamente a su médico personal o a un grupo médico, usted podrá ver a su médico personal o grupo médico después de lesionarse.
- Si su empleador está utilizando una red de proveedores médicos (*Medical Provider Network- MPN*) o una Organización de Cuidado Médico (*Health Care Organization- HCO*), en la mayoría de los casos, usted será tratado en la *MPN* o *HCO* a menos que usted hizo una designación previa de su médico personal o grupo médico. Una *MPN* es un grupo de proveedores de asistencia médica quien da tratamiento a los trabajadores lesionados en el trabajo. Usted debe recibir información de su empleador si su tratamiento es cubierto por una *HCO* o una *MPN*. Hable con su empleador para más información.
- Si su empleador no está utilizando una *MPN* o *HCO*, en la mayoría de los casos, el administrador de reclamos puede elegir el médico que lo atiende primero a menos de que usted hizo una designación previa de su médico personal o grupo médico.
- Si su empleador no ha colocado un cartel describiendo sus derechos para la compensación de trabajadores, Ud. puede ser tratado por su médico personal inmediatamente después de lesionarse.

Dentro de un día laboral después de que Ud. Presente un formulario de reclamo, su empleador o el administrador de reclamos debe autorizar hasta \$10000 en tratamiento para su lesión, de acuerdo con las pautas de tratamiento aplicables, hasta que el reclamo sea aceptado o rechazado. Si el empleador o administrador de reclamos no autoriza el tratamiento de inmediato, hable con su supervisor, alguien más en la gerencia, o con el administrador de reclamos. Pida que el tratamiento sea autorizado ya mismo, mientras espera una decisión sobre su reclamo. Si el empleador o administrador de reclamos no autoriza el tratamiento, utilice su propio seguro médico para recibir atención médica. Su compañía de seguro médico buscará reembolso del administrador de reclamos. Si usted no tiene seguro médico, hay médicos, clínicas u hospitales que lo tratarán sin pago inmediato. Ellos buscarán reembolso del administrador de reclamos.

Cambiando a otro Médico Primario o PTP:

- Si usted está recibiendo tratamiento en una Red de Proveedores Médicos

your employer or the claims administrator has not created or selected an MPN.

Disclosure of Medical Records: After you make a claim for workers' compensation benefits, your medical records will not have the same level of privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

Problems with Medical Care and Medical Reports: At some point during your claim, you might disagree with your PTP about what treatment is necessary. If this happens, you can switch to other doctors as described above. If you cannot reach agreement with another doctor, the steps to take depend on whether you are receiving care in an MPN, HCO, or neither. For more information, see "Learn More About Workers' Compensation," below.

If the claims administrator denies treatment recommended by your PTP, you may request independent medical review (IMR) using the request form included with the claims administrator's written decision to deny treatment. The IMR process is similar to the group health IMR process, and takes approximately 40 (or fewer) days to arrive at a determination so that appropriate treatment can be given. Your attorney or your physician may assist you in the IMR process. IMR is not available to resolve disputes over matters other than the medical necessity of a particular treatment requested by your physician.

If you disagree with your PTP on matters other than treatment, such as the cause of your injury or how severe the injury is, you can switch to other doctors as described above. If you cannot reach agreement with another doctor, notify the claims administrator in writing as soon as possible. In some cases, you risk losing the right to challenge your PTP's opinion unless you do this promptly. If you do not have an attorney, the claims administrator must send you instructions on how to be seen by a doctor called a qualified medical evaluator (QME) to help resolve the dispute. If you have an attorney, the claims administrator may try to reach agreement with your attorney on a doctor called an agreed medical evaluator (AME). If the claims administrator disagrees with your PTP on matters other than treatment, the claims administrator can require you to be seen by a QME or AME.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, you may receive temporary disability payments for a limited period. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

Stay at Work or Return to Work: Being injured does not mean you must stop working. If you can continue working, you should. If not, it is important to go back to work with your current employer as soon as you are medically able. Studies show that the longer you are off work, the harder it is to get back to your original job and wages. While you are recovering, your PTP, your employer (supervisors or others in management), the claims administrator, and your attorney (if you have one) will work with you to decide how you will stay at work or return to work and what work you will do. Actively communicate with your PTP, your employer, and the claims administrator about the work you did before you were injured, your medical condition and the kinds of work you can do now, and the kinds of work that your employer could make available to you.

Payment for Permanent Disability: If a doctor says you have not recovered completely from your injury and you will always be limited in the work you can do, you may receive additional payments. The amount will depend on the type of injury, extent of impairment, your age, occupation, date of injury, and your wages before you were injured.

Supplemental Job Displacement Benefit (SJDB): If you were injured on or after 1/1/04, and your injury results in a permanent disability and your employer does not offer regular, modified, or alternative work, you may qualify for a nontransferable voucher payable for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law.

Death Benefits: If the injury or illness causes death, payments may be made to a

(Medical Provider Network- MPN), usted puede cambiar a otros médicos dentro de la MPN después de la primera visita.

- Si usted está recibiendo tratamiento en un Organización de Cuidado Médico (Healthcare Organization- HCO), es posible cambiar al menos una vez a otro médico dentro de la HCO. Usted puede cambiar a un médico fuera de la HCO 90 o 180 días después de que su lesión es reportada a su empleador (dependiendo de si usted está cubierto por un seguro médico proporcionado por su empleador).
- Si usted no está recibiendo tratamiento en una MPN o HCO y no hizo una designación previa, usted puede cambiar a un nuevo médico una vez durante los primeros 30 días después de que su lesión es reportada a su empleador. Póngase en contacto con el administrador de reclamos para cambiar de médico. Después de 30 días, puede cambiar a un médico de su elección si su empleador o el administrador de reclamos no ha creado o seleccionado una MPN.

Divulgación de Expedientes Médicos: Después de que Ud. presente un reclamo para beneficios de compensación de trabajadores, sus expedientes médicos no tendrán el mismo nivel de privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un juez de compensación de trabajadores posiblemente decida qué expedientes serán revelados. Si usted solicita privacidad, es posible que el juez "selle" (mantenga privados) ciertos expedientes médicos.

Problemas con la Atención Médica y los Informes Médicos: En algún momento durante su reclamo, podría estar en desacuerdo con su PTP sobre qué tratamiento es necesario. Si esto sucede, usted puede cambiar a otros médicos como se describe anteriormente. Si no puede llegar a un acuerdo con otro médico, los pasos a seguir dependen de si usted está recibiendo atención en una MPN, HCO o ninguna de las dos. Para más información, consulte la sección "Aprenda Más Sobre la Compensación de Trabajadores," a continuación.

Si el administrador de reclamos niega el tratamiento recomendado por su PTP, puede solicitar una revisión médica independiente (*Independent Medical Review-IMR*), utilizando el formulario de solicitud que se incluye con la decisión por escrito del administrador de reclamos negando el tratamiento. El proceso de la IMR es parecido al proceso de la IMR de un seguro médico colectivo, y tarda aproximadamente 40 (o menos) días para llegar a una determinación de manera que se pueda dar un tratamiento apropiado. Su abogado o su médico le pueden ayudar en el proceso de la IMR. La IMR no está disponible para resolver disputas sobre cuestiones aparte de la necesidad médica de un tratamiento particular solicitado por su médico.

Si no está de acuerdo con su PTP en cuestiones aparte del tratamiento, como la causa de su lesión o la gravedad de la lesión, usted puede cambiar a otros médicos como se describe anteriormente. Si no puede llegar a un acuerdo con otro médico, notifique al administrador de reclamos por escrito tan pronto como sea posible. En algunos casos, usted arriesga perder el derecho a objetar a la opinión de su PTP a menos que hace esto de inmediato. Si usted no tiene un abogado, el administrador de reclamos debe enviarle instrucciones para ser evaluado por un médico llamado un evaluador médico calificado (*Qualified Medical Evaluator-QME*) para ayudar a resolver la disputa. Si usted tiene un abogado, el administrador de reclamos puede tratar de llegar a un acuerdo con su abogado sobre un médico llamado un evaluador médico acordado (*Agreed Medical Evaluator- AME*). Si el administrador de reclamos no está de acuerdo con su PTP sobre asuntos aparte del tratamiento, el administrador de reclamos puede exigirle que sea atendido por un QME o AME.

Pago por Incapacidad Temporal (Sueldos Perdidos): Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. puede recibir pagos por incapacidad temporal por un periodo limitado. Estos pagos pueden cambiar o parar cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres días en que Ud. no trabaje, a menos que Ud. sea hospitalizado una noche o no puede trabajar durante más de 14 días.

Permanezca en el Trabajo o Regreso al Trabajo: Estar lesionado no significa que usted debe dejar de trabajar. Si usted puede seguir trabajando, usted debe hacerlo. Si no es así, es importante regresar a trabajar con su empleador actual tan

spouse and other relatives or household members who were financially dependent on the deceased worker.

It is illegal for your employer to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

Resolving Problems or Disputes: You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your employer or claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) or unemployment insurance (UI) benefits. Call the state Employment Development Department at (800) 480-3287 or (866) 333-4606, or go to their website at www.edd.ca.gov.

You Can Contact an Information & Assistance (I&A) Officer: State I&A officers answer questions, help injured workers, provide forms, and help resolve problems. Some I&A officers hold workshops for injured workers. To obtain important information about the workers' compensation claims process and your rights and obligations, go to www.dwc.ca.gov or contact an I&A officer of the state Division of Workers' Compensation. You can also hear recorded information and a list of local I&A offices by calling (800) 736-7401.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their website at www.californiaspecialist.org.

Learn More About Workers' Compensation: For more information about the workers' compensation claims process, go to www.dwc.ca.gov. At the website, you can access a useful booklet, "Workers' Compensation in California: A Guidebook for Injured Workers." You can also contact an Information & Assistance Officer (above), or hear recorded information by calling 1-800-736-7401.

pronto como usted pueda medicamente hacerlo. Los estudios demuestran que entre más tiempo esté fuera del trabajo, más difícil es regresar a su trabajo original y a sus salarios. Mientras se está recuperando, su *PTP*, su empleador (supervisores u otras personas en la gerencia), el administrador de reclamos, y su abogado (si tiene uno) trabajarán con usted para decidir cómo va a permanecer en el trabajo o regresar al trabajo y qué trabajo hará. Comuníquese de manera activa con su *PTP*, su empleador y el administrador de reclamos sobre el trabajo que hizo antes de lesionarse, su condición médica y los tipos de trabajo que usted puede hacer ahora y los tipos de trabajo que su empleador podría poner a su disposición.

Pago por Incapacidad Permanente: Si un médico dice que no se ha recuperado completamente de su lesión y siempre será limitado en el trabajo que puede hacer, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, grado de deterioro, su edad, ocupación, fecha de la lesión y sus salarios antes de lesionarse.

Beneficio Suplementario por Desplazamiento de Trabajo (Supplemental Job Displacement Benefit- SJDDB): Si Ud. se lesionó en o después del 1/1/04, y su lesión resulta en una incapacidad permanente y su empleador no ofrece un trabajo regular, modificado, o alternativo, usted podría cumplir los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un nuevo curso de reentrenamiento y/o mejorar su habilidad. Si Ud. cumple los requisitos, el administrador de reclamos pagará los gastos hasta un máximo establecido por las leyes estatales.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a un cónyuge y otros parientes o a las personas que viven en el hogar que dependían económicamente del trabajador difunto.

Es ilegal que su empleador le castigue o despida por sufrir una lesión o enfermedad laboral, por presentar un reclamo o por testificar en el caso de compensación de trabajadores de otra persona. (Código Laboral, sección 132a.) De ser probado, usted puede recibir pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios y gastos hasta los límites establecidos por el estado.

Resolviendo problemas o disputas: Ud. tiene derecho a no estar de acuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su empleador o administrador de reclamos para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios del Seguro Estatal de Incapacidad (*State Disability Insurance-SDI*) o beneficios del desempleo (*Unemployment Insurance- UI*). Llame al Departamento del Desarrollo del Empleo estatal al (800) 480-3287 o (866) 333-4606, o visite su página Web en www.edd.ca.gov.

Puede Contactar a un Oficial de Información y Asistencia (Information & Assistance- I&A): Los Oficiales de Información y Asistencia (*I&A*) estatal contestan preguntas, ayudan a los trabajadores lesionados, proporcionan formularios y ayudan a resolver problemas. Algunos oficiales de *I&A* tienen talleres para trabajadores lesionados. Para obtener información importante sobre el proceso de la compensación de trabajadores y sus derechos y obligaciones, vaya a www.dwc.ca.gov o comuníquese con un oficial de información y asistencia de la División Estatal de Compensación de Trabajadores. También puede escuchar información grabada y una lista de las oficinas de *I&A* locales llamando al (800) 736-7401.

Ud. puede consultar con un abogado. La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un abogado, los honorarios serán tomados de algunos de sus beneficios. Para obtener nombres de abogados de compensación de trabajadores, llame a la Asociación Estatal de Abogados de California (*State Bar*) al (415) 538-2120, o consulte su página Web en www.californiaspecialist.org.

Aprenda Más Sobre la Compensación de Trabajadores: Para obtener más información sobre el proceso de reclamos del programa de compensación de trabajadores, vaya a www.dwc.ca.gov. En la página Web, podrá acceder a un folleto útil, "Compensación del Trabajador de California: Una Guía para Trabajadores Lesionados." También puede contactar a un oficial de Información y Asistencia (arriba), o escuchar información grabada llamando al 1-800-736-7401.



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 in the Notice of Potential Eligibility, which is the cover sheet of this form. Detach and save this notice for future reference.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them. You may receive written notices from your employer or its claims administrator about your claim. If your claims administrator offers to send you notices electronically, and you agree to receive these notices only by email, please provide your email address below and check the appropriate box. If you later decide you want to receive the notices by mail, you must inform your employer in writing.

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 gravada. Una explicación de los beneficios de compensación de trabajadores está incluido en la Notificación de Posible Elegibilidad, que es la hoja de portada de esta forma. Separe y guarde esta notificación como referencia para el futuro.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos. Es posible que reciba notificaciones escritas de su empleador o de su administrador de reclamos sobre su reclamo. Si su administrador de reclamos ofrece enviarle notificaciones electrónicamente, y usted acepta recibir estas notificaciones solo por correo electrónico, por favor proporcione su dirección de correo electrónico abajo y marque la caja apropiada. Si usted decide después que quiere recibir las notificaciones por correo, usted debe de informar a su empleador por escrito.

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 "felonia".

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. Check if you agree to receive notices about your claim by email only. *Marque si usted acepta recibir notificaciones sobre su reclamo solo por correo electrónico.* Employee's e-mail. _____ *Correo electrónico del empleado.* _____
- You will receive benefit notices by regular mail if you do not choose, or your claims administrator does not offer, an electronic service option. *Usted recibirá notificaciones de beneficios por correo ordinario si usted no escoge, o su administrador de reclamos no le ofrece, una opción de servicio electrónico.*
9. Signature of employee. *Firma del empleado.* _____

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

10. Name of employer. *Nombre del empleador.* _____
11. Address. *Dirección.* _____
12. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* _____
13. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* _____
14. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* _____
15. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia administradora de seguros.* _____
16. Insurance Policy Number. *El número de la póliza de Seguro.* _____
17. Signature of employer representative. *Firma del representante del empleador.* _____
18. Title. *Título.* _____
19. 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 provéa 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 | Please complete in triplicate (type if possible) Mail two copies to: | OSHA CASE NO. |
| EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS | | FATALITY <input type="checkbox"/> |

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.

California law requires employers 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.

| | | |
|--|---|-------------------------------|
| 1. FIRM NAME | 1a. Policy Number | Please do not use this column |
| 2. MAILING ADDRESS: (Number, Street, City, Zip) | 2a. Phone Number | |
| 3. LOCATION if different from Mailing Address (Number, Street, City and Zip) | 3a. Location Code | |
| 4. NATURE OF BUSINESS: e.g., Painting contractor, wholesale grocer, sawmill, hotel, etc. | 5. State unemployment insurance acct.no | |
| 6. TYPE OF EMPLOYER: <input type="checkbox"/> Private <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> School District <input type="checkbox"/> Other Gov't, Specify: _____ | | INDUSTRY |

| | | | | |
|---|--|---|--|------------|
| 7. DATE OF INJURY / ONSET OF ILLNESS (mm/dd/yy) | 8. TIME INJURY/ILLNESS OCCURRED _____ AM _____ PM | 9. TIME EMPLOYEE BEGAN WORK _____ AM _____ PM | 10. IF EMPLOYEE DIED, DATE OF DEATH (mm/dd/yy) | OCCUPATION |
| 11. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY? <input type="checkbox"/> Yes <input type="checkbox"/> No | 12. DATE LAST WORKED (mm/dd/yy) | 13. DATE RETURNED TO WORK (mm/dd/yy) | 14. IF STILL OFF WORK, CHECK THIS BOX: <input type="checkbox"/> | |
| 15. PAID FULL DAYS WAGES FOR DATE OF INJURY OR LAST DAY WORKED? <input type="checkbox"/> Yes <input type="checkbox"/> No | 16. SALARY BEING CONTINUED? <input type="checkbox"/> Yes <input type="checkbox"/> No | 17. DATE OF EMPLOYER'S KNOWLEDGE /NOTICE OF INJURY/ILLNESS (mm/dd/yy) | 18. DATE EMPLOYEE WAS PROVIDED CLAIM FORM (mm/dd/yy) | SEX |
| 19. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED. MEDICAL DIAGNOSIS if available. e.g., Second degree burns on right arm, tendonitis on left elbow, lead poisoning | | | | AGE |

| | | | |
|---|-------------|---|-------------|
| 20. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number, Street, City, Zip) | 20a. COUNTY | 21. ON EMPLOYER'S PREMISES? <input type="checkbox"/> Yes <input type="checkbox"/> No | DAILY HOURS |
|---|-------------|---|-------------|

| | | |
|---|---|---------------|
| 22. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g., Shipping department, machine shop. | 23. Other Workers injured or ill in this event? <input type="checkbox"/> Yes <input type="checkbox"/> 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 forms, 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 stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld, and burned right hand. USE SEPARATE SHEET IF NECESSARY | COUNTY |
|---|--------|

| | | |
|--|-------------------|------------------|
| 27. Name and address of physician (number, street, city, zip) | 27a. Phone Number | NATURE OF INJURY |
| 28. Hospitalized as an inpatient overnight? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes then, name and address of hospital (number, street, city, zip) | 28a. Phone Number | |
| 29. Employee treated in emergency room? <input type="checkbox"/> Yes <input type="checkbox"/> No | | PART OF BODY |

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 14300.29 (b)(6)-(10) & 14300.35(b)(2)(E)2.
 Note: Shaded boxes indicate confidential employee information as listed in CCR Title 8 14300.35(b)(2)(E)2*.

| | | | |
|--|----------------------------|--|------------------|
| 30. EMPLOYEE NAME | 31. SOCIAL SECURITY NUMBER | 32. DATE OF BIRTH (mm/dd/yy) | EVENT |
| 33. HOME ADDRESS (Number, Street, City, Zip) | | | |
| 34. SEX <input type="checkbox"/> Male <input type="checkbox"/> Female | | 35. OCCUPATION (Regular job title, NO initials, abbreviations or numbers) | SECONDARY SOURCE |
| 37. EMPLOYEE USUALLY WORKS _____ hours per day, _____ days per week, _____ total weekly hours | | 36. DATE OF HIRE (mm/dd/yy) | |
| 38. GROSS WAGES/SALARY \$ _____ per _____ | | 39. OTHER PAYMENTS NOT REPORTED AS WAGES/SALARY (e.g. tips, meals, overtime, bonuses, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No | EXTENT OF INJURY |
| 37a. EMPLOYMENT STATUS <input type="checkbox"/> regular, full-time <input type="checkbox"/> part-time <input type="checkbox"/> temporary <input type="checkbox"/> seasonal | | 37b. UNDER WHAT CLASS CODE OF YOUR POLICY WHERE WAGES ASSIGNED | |

| | | |
|------------------------------|-------------------|-----------------|
| Completed By (type or print) | Signature & Title | Date (mm/dd/yy) |
|------------------------------|-------------------|-----------------|

* Confidential information may be disclosed only to the employee, former employee, or their personal representative (CCR Title 8 14300.35), to others for the purpose of processing 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.