Tentative Agreement
ARTICLE 2 - WAGES

ARTICLE 2, SECTION 1 - SALARY SCHEDULES

Salary schedules to be calculated based on the provisions of Article 2, Section 2. The Salary Schedule is in Appendix A

ARTICLE 2, SECTION 2 - SALARY PROVISIONS

A. SALARY SCHEDULE

~~For the 2020-21 school year there shall be a 2.5% ongoing increase to the BTA unit members' salary schedule The percentage increase shall apply equally to all steps and columns of the salary schedule, and shall be used as the basis to establish all stipends, hourly rates, and payments that are linked to the salary schedule effective July 1, 2020.~~

Pending adoption by the State of California of a 2021-22 state budget with a Cost of Living Adjustment (COLA) applied to the Local Control Funding Formula (LCFF) within a range of 4.57% and 5.57%, for the 2021-22 school year there shall be a 5.3% ongoing increase to the BTA unit members' salary schedule. The percentage increase shall apply equally to all steps and columns of the salary schedule, and shall be used as the basis to establish all stipends, hourly rates, and payments that are linked to the salary schedule effective July 1, 2021. If the state adopts a 2021-22 state budget with an LCFF COLA that is less than 4.57% or more than 5.57%, then both parties shall meet to renegotiate.

B. CLASS COLUMN PROVISIONS

Class IA	BA Degree without a valid California Teaching Credential
Class IIA	BA Degree + 30 semester units without a valid California Teaching Credential
Class IIIA	BA Degree + 45 semester units or MA without a valid California Teaching Credential
Class IVA	BA Degree + 60 semester units or MA + 20 units without a valid California Teaching Credential
Class I	BA Degree and a valid California Teaching Credential
Class II	BA Degree + 30 semester units and a valid California Teaching Credential
Class III	BA Degree + 45 semester units or MA and a valid California Teaching Credential
Class IV	BA Degree + 60 semester units or MA + 20 units and a valid California Teaching Credential

Class V BA Degree + 75 semester units or MA + 35 units and a valid California Teaching Credential

The stipend for Master's and Doctorate degrees shall be 2.81% of Step 1, Class 1A of the BTA salary schedule and shall not be prorated for part-time employees.

C. OUTSIDE EXPERIENCE

1. Credit for out-of-district school teaching experience will be granted for up to ten years of credit on the salary schedule.
2. Class and/or step placement for teachers holding Career Technical Education Credential, who do not possess a bachelor's degree may be advanced beyond normal degree/unit requirement establishing a work/training equivalent.
3. Step placement for teachers holding Career Technical Education Credential may be advanced beyond 10 years of credit on the salary schedule depending on their previous credentialed teaching experience.
4. The basis for placement exceptions must be documented: transcripts, job descriptions, verification of number of years of successful work experience and/or other pertinent material.

D. MOVEMENT ON THE SCHEDULE

1. Teachers shall be classified on the salary schedule on the basis of uniform allowance for years of training and years of experience.
2. Class movement after initial placement shall be made by completing fifteen (15) semester units of acceptable college work for each Class to be advanced (except between Column I and II where thirty [30] units are needed), and by completing Class movement procedures.
3. Step movement after placement shall also occur as normal requirements are met. Unit members shall work fifty (50%) percent or more in a given school year in order to advance a step in the following year on the salary schedule. Unit members working less than fifty percent (50%) in a given school year must meet or exceed eighty-percent (80%) over two or more years in order to advance a step on the salary schedule.
4. Procedures and deadlines established by the District for receiving compensation for advanced degrees shall be the same as those used to determine Class movement, as follows:
   a. The teacher must request a Class transfer prior to April 1 for the transfer to be effective the following school year.
   b. The teacher must provide satisfactory verification of successful course completion by September 15 in order to advance in that school year.

E. UNITS FOR SALARY ADVANCEMENT

1. All units must be reviewed by the Principal and approved by the Superintendent or designee prior to the teacher's beginning the course work to be applicable for salary advancement purposes.
2. Normally, units earned must be in upper division or graduate work offered by an accredited college or university and directly related to the teaching assignment.
3. There shall be no limit on the number of units earned in summer courses or during the regular school year.
4. The District will grant units for professional development classes, workshops, seminars and in-service to unit members. One (1) unit of credit will be awarded for every fifteen (15) hours of class time. Preparation time and travel time do not apply for credit.
   a. Unit members must have prior approval in order to receive credit. Class time is counted only after the normal working day of seven hours and fifteen minutes (7:15).
   b. Professional growth credit will not be granted if the District pays for any part of registration and/or other expenses.

F. PART-TIME TEACHERS

1. Teachers working less than full time will be designated as part-time teachers.
2. In cases where job-sharing applies, the teachers involved will be given proportioned shares of their salary for the full time position that is being filled by job-shares.
3. In case where the instructional responsibility is divided into sections, such as the middle school level and high school level, the unit member's salary and benefits shall be based upon a prorated portion of the regular full-time teacher's workday.

G. JOB SHARING

1. Job sharing shall refer to two (2) teachers sharing one (1) assignment.
2. All job-sharing assignment openings shall be open to teachers who have indicated in writing to the Human Resources Office their desire *to job share.*
3. Each school will have a limit of two job shares per site.
4. Job sharing assignments shall be filled only by teachers who have indicated jointly their wish to job-share.
5. Assignment responsibilities of job sharers may be divided according to a plan designed by them, with the concurrence of their immediate supervisor and site administrator.

6. Job sharing teachers shall be placed and advanced appropriately on the Salary Schedule and shall receive a prorated share of fringe benefits paid to teachers.
7. Job sharers who were previously full time staff members and who wish to return to full time assignments in the subsequent year must agree jointly to do so and must inform the Human Resources Office when staff plans are solicited. They shall be allowed to return to full time status when two (2) vacancies exist for which they are qualified which may include their current assignment. If only one partner in a job share wants to return to a full-time position, there must be one (1) FTE vacancy and a replacement partner for the job share.
8. Job share teachers who were not previously full-time must apply for full-time positions. They are not automatically moved to a full-time position.
9. Unit members working in a Job Share assignment and who wish to return to full time status the following year shall give written notice to the District no later than March 1.

H. EXTRA TEACHING ASSIGNMENTS

1. Extra teaching assignments are differentiated from Extra Duty Hours or other optional duties in that they require the teacher to meet with a scheduled class or classes to provide instruction before school, during the duty-free lunch, at the end of the instructional day, or non-instructional days, and preparation is required.
2. When authorized, teachers with extra teaching assignments shall be paid at the hourly rate of ~~forty-three dollars and forty-three cents ($43.43)~~ **forty-five dollars and seventy-three cents ($45.73)** per hour for each hour of instruction provided. This rate of pay shall increase proportionately to any negotiated wage increase.
3. When it is necessary to request that a teacher cover a class for another teacher, he/she shall receive the rate set forth in subsection 2, above, for the additional class, and the workday shall be increased proportionately.
4. Unit members may teach during their preparation period for an extended term under the following emergency conditions. The District has a need for less than a full time teaching assignment and after a good faith effort has been unable to locate a qualified candidate. Outside advertising will be required to validate the emergency. If no external candidate is found, the assignment(s) will be advertised in the site for a minimum of two (2) school days. Unit members who accept the assignment will receive their preparation period through an extension of the workday by one (1) period. The salary shall be twenty percent (20%) of the unit member's daily rate of pay. The unit member's daily contractual student contacts shall be increased by no more than twenty percent (20%) during the assignment.

I. TEACHER ON SPECIAL ASSIGNMENT (TOSA)

1. Appointment to a Teacher on Special Assignment position (TOSA) may be made when the District deems a temporary position is necessary for a specific purpose, and that a teacher is qualified for the duties of that position.
2. The position shall be posted for a minimum of three (3) days. The position may be posted as either strictly in-house or open to all applicants at the District's discretion.
   a. All qualified in-house candidates shall be granted an interview.
   b. In evaluating a candidate for the position, consideration will be given but not necessarily limited to the candidate's credentials, professional training, specific educational skills and relevant experience.
   c. If a qualified in-house candidate is available, that candidate shall receive consideration over an outside candidate in awarding the position.
3. A TOSA position shall be defined as follows:
   a. The position has been approved to be filled for the current year.
   b. The work involved is too extensive or complex to be completed in conjunction with a regular teaching assignment.
   c. A major component of the assignment includes a continuing program of support and assistance to teachers and/or students.
4. The TOSA shall be relieved of all classroom responsibilities, but shall remain a part of the Benicia Teacher's Association, and shall be paid on the teacher's salary schedule with the following provisions:
   a. The TOSA may be required to work from ten (10) to twenty-five (25) days beyond the regular contract year. Annually, the number of extra days shall be mutually agreed upon by the District and the Association. The extra days shall be paid at the TOSA's per diem rate.
5. The TOSA's workday shall continue to be 7.25 hours as specified in the BUSD/BTA contract. Any hours which the TOSA is required to work beyond his/her contract hours shall be paid via a time card at the hourly rate as is appropriate for any teacher working beyond the end of the duty day at the administration's direction, aside from his/her required Extra Duty hours. The time card shall only be used when the TOSA is specifically directed by an administrator to work beyond his/her regular contractual day.
6. If for any reason the District believes a TOSA position can be performed effectively as a part-time position; prorated prep time must be allotted for the teacher to prepare for his/her regular classroom instructional duties. There shall be no prep period allotted for a full time TOSA as there are no regular classroom instructional duties attached to the position.

J. NEWLY HIRED TEACHERS

When teachers are required to attend the New Employee Orientation, and it is outside of the contractual year, they shall be compensated at the non-

instructional rate of pay for actual hours attended as outlined in Article 2, Section 4 – Extra Assignments.

ARTICLE 2, SECTION 3 - EXTENDED DAY

A. ADDITIONAL COMPENSATION

The District will provide additional compensation to those teachers who are appointed to extended day activities.

B. CLASS COLUMN PROVISIONS

The District defines extended day activities as those in which the following factors exist:

1. The position has been approved to be filled for the current year;
2. The extra work occurs at times before and/or after the required duty day or during duty-free periods for teachers;
3. A major requirement of the assignment includes a continuing program of performance open to the general public; or
4. A major requirement of the assignment includes a continuing program of competition with their schools or students.
5. The teacher serves as a department chairperson.

C. COMPENSATION FOR EXTENDED DAY ACTIVITIES

Compensation for extended day activities shall be as follows:

1. Department Chairs (See Article 10)
2. Other extended day activity compensation ranges shall be as provided below:

% OF STEP 1

RANGE	CLASS 1A		Stipend
1 (EXTDAY01)	.75	~~$362~~	$381
2 (EXTDAY02)	1.0	~~$482~~	$508
3 (EXTDAY03)	1.5	~~$723~~	$761
4 (EXTDAY04)	2.0	~~$964~~	$1,015
5 (EXTDAY05)	4.0	~~$1,928~~	$2,030
6 (EXTDAY06)	4.5	~~$2,169~~	$2,284
7 (EXTDAY07)	5.5	~~$2,651~~	$2,792
8 (EXTDAY08)	6.0	~~$2,892~~	$3,045

D. ACTIVITY AND COMPENSATION RANGES

The extended day activity and compensation ranges are established as follows:

BENICIA HIGH SCHOOL

Range 4 (EXTDAY04)

Cheerleading Assistant Coach - Fall
Cheerleading Assistant Coach - Winter
Drama - Theatre Technician

Range 5 (EXTDAY05)

Badminton Assistant Coach
Baseball Assistant Coach - Varsity
Basketball Coach - Frosh - Boys
Cheerleading Coach - Fall
Cheerleading Coach - Winter
Drama - Musical Choreographer
Drama - Musical Vocal Director
Drama -Theatre Artistic Director
Football Assistant Coach - JV (3)
Get Focused Stay Focused Lead/Coordinator
Head Counselor Position
Panther TV/Video Production
Softball Assistant Coach - Varsity
Tennis Assistant Coach - Boys
Track Assistant Coach (4)
Wrestling Assistant Coach - Boys
Wrestling Assistant Coach - Girls
Wrestling Assistant Coach - Varsity - Girls

Range 6 (EXTDAY06)

After School Math Lab Coach (2)
Badminton Coach
Baseball Coach - JV
Basketball Coach - JV - Boys
Basketball Coach - JV - Girls
Choir Director
Cross Country Coach - Coed
Drama - Fall Play Director
Football Assistant Coach - Varsity (3)
Golf Coach - Boys
Golf Coach - Girls
Jazz/Drumline Director
Soccer Coach - JV - Boys
Soccer Coach - JV - Girls
Softball Coach - JV
Speech & Debate Advisor/Coach
Student Newspaper
Swimming Coach - Boys
Swimming Coach - Girls
Tennis Coach - Boys
Tennis Coach - Girls
Volleyball Coach - JV - Boys
Volleyball Coach - JV - Girls
WASC Assistant Coordinator
Wrestling Coach - JV
Yearbook Advisor

Range 7 (EXTDAY07)

Baseball Head Coach - Varsity
Basketball Head Coach - Varsity - Boys
Basketball Head Coach - Varsity - Girls
Dance Director
Drama Director - Musical Production
Football Head Coach - JV
Soccer Coach - Varsity - Boys
Soccer Coach - Varsity - Girls
Softball Head Coach - Varsity
Track - Head Coach (2)
Volleyball Coach - Varsity - Boys
Volleyball Coach - Varsity - Girls
Water Polo Coach - Boys
Water Polo Coach - Girls
Wrestling Head Coach - Varsity

Range 8 (EXTDAY08)

Activities Director*
Athletic Director - Boys*
Athletic Director - Girls*
Marching Band Director
Football Head Coach - Varsity

* Release time shall be provided during the regular work day.

BENICIA MIDDLE SCHOOL

Range 5 (EXTDAY05)
Basketball Coach - 8th Grade - Boys
Basketball Coach - 8th Grade - Girls
Basketball Coach - 6th-7th Grade - Boys
Basketball Coach - 6th-7th Grade - Girls
Basketball Coach – 6th Grade - Boys
Basketball Coach – 6th Grade - Girls
Cross Country Coach - Coed
Drama Director
English Language Development Coordinator
Jazz/ Drum Line Director
Student Newspaper Advisor
Track Coach - Coed (2)
Volleyball Coach - 6th-7th Grade - Girls
Volleyball Coach - 8th Grade - Girls
Wrestling Coach - 6th-7th Grade
Wrestling Coach - 8th Grade

Range 6 (EXTDAY06)
Athletic Director
Yearbook Advisor

Range 7 (EXTDAY07)
Activities Director
Marching Band Director

LIBERTY HIGH SCHOOL

Range 8 (EXTDAY08)
Activities Director - To be split at site discretion

ELEMENTARY **
The following list is a suggestion of positions:

Range 2 (EXTDAY02)
Outdoor Education Coordinator

Range 3 (EXTDAY03)
Academic Support (i.e. Math League, intervention, homework club
Arts Clubs (i.e. Choir, Dance)
CAASPP Site Coordinator)
Communications/Marketing/Social Media Coordinator
Outdoor Education Participating Teacher (6)
Student Clubs (i.e. Garden club)
Student Council
Safety Lead (i.e. Safety patrol, safety committee lead)
Social/Emotional Support (i.e. Lunch Bunch)
Student Publications
Yearbook Advisor

Range 5 (EXTDAY05)
Elementary School Band - Fall
Elementary School Band - Spring
Choir Director

** Requests for activities not identified above shall be submitted to the Human Resources administrator. Additions, deletions, and modifications shall be made pursuant to Article 2, Section 3, E Agreements:

1. The District may allocate up to nine (9) extended day/co-curricular positions to each elementary school annually, all of which shall be paid at Range 3. The co-curricular elementary budget shall increase proportionate to the percentage increase in salaries.
2. In addition to the nine (9) extended day/co-curricular positions specified above, each elementary site shall be allotted one (1) Outdoor Education Coordinator, to be paid at Range 2, per grade level at each site. If a teacher serves as the Outdoor Education Coordinator and an Outdoor Education Participating Teacher, they will be paid a stipend at Range 2 and a stipend at Range 3. There will be up to six (6) additional positions for Elementary Outdoor Education Participating Teachers at each site to be paid at Range 3. Additional staff may be added based on student needs per IEP.
3. Overall annual co-curricular allocations shall increase proportionate to the percentage increase in salaries, tied to Step 1, Column 1A.

E. ADDING/DELETING POSITIONS

Positions may be added or deleted or other modifications made to this schedule after discussion between both parties.

F. NOTICE OF VACANT POSITIONS

Notice of vacant positions shall be posted at all work locations for five (5) working days before positions are filled.

G. POSITIONS TIMELINE/CONDITIONS

Positions are held for the duration of one (1) school year, but the incumbent may retain the position from year to year with Board approval.

1. If an incumbent is not retained for the position, he/she is entitled to a statement of the reasons from the site administrator involved.
2. Appointments will be submitted to the Governing Board each school year as filled.

H. INDICATIONS OF INTEREST

Unit members may indicate interest in any two (2) positions, and will be given an interview so as to be considered for appointment to those positions in the following year. All indications of interest must be in writing.

1. Intent letters completed annually in the spring will include a section where interest in a given position can be indicated.
2. Qualified unit members will be given preference over non-unit members in consideration for filling positions.

I. LIMITATION ON NUMBER OF POSITIONS HELD

1. No member may hold more than two (2) extended day activity positions in any given year, except as follows:
   a. The positions have been posted for one (1) complete cycle (5 days) and no qualified applicant has been found.
   b. The position posting is extended beyond the 5th day, at which point unit members holding two (2) other positions may apply and receive consideration.
2. When a unit member holds three (3) or more positions in a given year, he/she must automatically relinquish the extra positions acquired under "a" or "b" above for re-posting the ensuing year.

ARTICLE 2, SECTION 4 - EXTRA ASSIGNMENTS

At the elementary, middle and high school levels, when authorized, the District shall pay ~~twenty-seven dollars and thirty cents ($27.30)~~ **twenty-eight dollars and seventy-five cents ($28.75)** per hour per teacher assigned to Extra Duty supervision beyond eight (8) hours of such service per school year in activities including, but not limited to, those cited in Article 4, Section A. This non-instructional rate of pay shall increase proportionally to any negotiated wage increase.

Cheryl M. Olson — 5/21/21
Cheryl M. Olson, BTA Negotiations Chair — Date

Khushwinder Gill — 5/21/2021
Khushwinder Gill, BUSD Chief Negotiator — Date

Tentative Agreement

ARTICLE 5 - HEALTH AND WELFARE BENEFITS

ARTICLE 5, SECTION 1 - HEALTH AND WELFARE BENEFITS

A. DISTRICT MEDICAL CONTRIBUTION

The District contribution to the medical benefits premium shall be shall be equal to the ~~2020-21~~ 2021-22 amount of Kaiser Low for the employee only effective October 1, 2021~~0~~. In no instance shall a unit member be entitled to the difference between the cost of their medical benefits and the medical benefit cap if their benefit plan costs less than the current medical benefit cap.

B. COMBINING DISTRICT CONTRIBUTIONS

Any married employees or domestic partners (as defined by Article 5, Section 1, L.1-3-4 of the Collective Bargaining Agreement) may elect to combine their District contributions for medical benefits (as defined in Article 5, Section 1.A above) into a single family or E+1 plan listing one of the employees as a dependent of the member and one of the following conditions are met:

1. Both spouses or domestic partners are active employees of the district.
2. One spouse or partner is an active employee of the district and the other is a district retiree eligible for medical benefits under the Retirement Medical Program.
3. Both spouses or domestic partners are district retirees eligible for benefits under the Retirement Medical Program. In such cases the selected benefit normally due to the dependent spouse or partner shall be added to the principal spouse's or domestic partner's District contribution as provided for in Article 5, Section 1A.

Should either spouse or domestic partner become deceased or divorce or terminate their domestic partnership from their spouse or domestic partner both spouses or domestic partners, or the surviving spouse or domestic partner, shall fall back into their normal benefit status. Retirees shall be entitled to the remainder of their retirement medical benefits as long as they comply with the conditions of Article 5, Section 2C of the collective bargaining agreement. Additionally, retirees shall be allowed to continue Delta Dental as a retiree.

C. VISION COVERAGE

a. For any medical plan that does not include a contribution toward the purchase of corrective eyewear (glasses or contacts), coverage shall be by means of

reimbursement from the district upon proof of purchase. Reimbursement shall be two hundred dollars ($200) for eyewear once every two years.

b. For any medical plan that does not include any contribution for eye exams, coverage shall be by means of reimbursement from the district upon proof of completed exam. Reimbursement shall be up to $130.00 every 24 months.

D. DENTAL INSURANCE

The District shall provide a fully paid dental insurance program, Delta Dental Service, at a maximum coverage of $2,000 per year for full time employees and their dependents.

E. COVERAGE (MONTHS)

Employees who work a complete school year shall be entitled to health and dental coverage for twelve (12) calendar months.

Unit members working part time shall have their benefits prorated to the percentage they are working.

F. EARLY TERMINATION

Unit members who terminate their employment prior to the close of the school year shall receive their health and dental coverage in proportion to the percentage earned.

G. SUMMER COVERAGE

Should a unit member's employment terminate following the last day of the school year, such unit member shall be entitled to receive their paid health and dental coverage through the last day of September of the ensuing school year.

H. APPROVED LEAVE COVERAGE

Full time employees on an approved paid leave of absence shall continue to receive their health and dental insurance benefit at District expense. Full time employees on an approved unpaid leave of absence may continue health and dental insurance benefit at their own expense, provided: (1) the carrier allows, and (2) they prepay the monthly premium required for such insurance by the last working day of the month preceding the month of coverage.

I. PAYROLL DEDUCTION TAX SHELTERED PLANS

The District will provide payroll deduction for unit members who wish to participate in approved tax sheltered plans.

J. CASH-IN-LIEU - MEDICAL

Upon presentation of proof that a unit member has health insurance through a spouse's employment, the District shall contribute a sum of two hundred dollars ($200.00) per month in lieu of health coverage. This benefit shall only be available to unit members who elected cash-in-lieu prior to January 1, 2006 and shall not be available to unit members who opt out thereafter.

K. RETIREE BENEFITS

Retired teachers may continue to receive medical and dental benefits with the same carrier, through the group plan, at their own expense, subject to any stipulations relative to such coverage on the part of STRS and/or the group carrier.

L. DOMESTIC PARTNERS

The District shall permit domestic partners to participate in the District's health and welfare benefits plans, subject to carrier approval and under terms and conditions set forth in Appendix B. If the District is unable to obtain carrier approval, the parties shall meet to determine whether an alternative, mutually agreeable plan should be obtained which allows domestic partner coverage.

1. Definition: A domestic partnership shall exist between two persons regardless of their gender and each of them shall be domestic partner of the other if both complete, sign and have notarized the Benicia Unified School District Affidavit of Domestic Partnership (Appendix B, Exhibit A).

2. A domestic partnership exists when all of the following occur:
   a. Both persons have a common residence.
   b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
   c. Neither person is married nor a member of another domestic partnership.
   d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
   e. Both persons are at least 18 years of age and are mentally competent to consent to contract.
   f. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the Benicia Unified School District.
   g. The two parties agree to notify the Benicia Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.

3. Termination: A domestic partnership shall terminate when any of the following occurs:

   a. One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership.
   b. One of the domestic partners dies.
   c. One of the domestic partners marries.
   d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of common residence.
   e. Upon termination of the partnership, the employee shall notify the District by filing a Statement of Termination of Domestic Partnership (Appendix B, Exhibit B). The form shall include a statement whereby the employee shall certify under penalty of perjury that he or she notified his or her domestic partner of the termination of the partnership. All benefits provided by this section shall cease as of the last day of the month following the receipt of the Statement of Termination of Domestic Partnership.
   f. The Statement of Termination must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file the statement, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

4. Application and Terms
   In order to receive any benefit provided for by this Section, an employee and his or her domestic partner shall complete, have notarized, and file with the District a Benicia Unified School District Affidavit of Domestic Partnership (Appendix B, Exhibit A).

   The form shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditure made by the District for any administrative charges or other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

   Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner/dependent is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and Medicare taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have any rights to continuing coverage under federal law through COBRA or under any state law.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

ARTICLE 5, SECTION 2 - EARLY RETIREMENT

A. STRS WORKLOAD REDUCTION

1. Definition: Reduced services workload shall be defined as the: equivalent of at least one-half (1/2) the number of sequential days of service required by the unit member's contract of employment during the employee's last year of service in a full-time position and will commence on the first day of the first half of the work year, or the first day of the second half of the work year. The total of such reduced workload leaves granted to any unit member shall not exceed ten (10) years. STRS reduced workload must be approved by the Governing Board per Education Code 44922 and 22713.

2. Requirements: A unit member must have reached the age of fifty-five (55) prior to reduced services workload employment. The unit member must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

3. Compensation: A unit member shall be paid a salary, which is the prorata, share of the salary that would have been earned had the unit member not elected to exercise the option of reduced services employment. The unit member's STRS contribution paid by both the District and the unit member shall be the same as if the unit member taught full-time.

4. Effect on Benefits: The District shall pay the premium for fringe benefits at the same rate that is provided full-time unit members.

5. Request Procedures: A unit member shall file an initial application and proposed work schedule for reduced services workload employment with the Human Resources Office by April 1 for the following school year. If a unit member wishes to continue a reduced services workload beyond the initial school year, the unit member must annually submit a proposed work schedule by March 1 of each school year for the following school year.

6. Return to Full-Time Employment: A reduced services unit member may return to full-time employment only with mutual consent of the unit member and the District, and only when an appropriate vacancy is available.

B. EARLY RETIREMENT INCENTIVE PROGRAMS

Independent Consultant

1. Definition: Early retirement is an incentive plan whereby a unit member may retire early and have the opportunity to enter into an ancillary services contractual agreement with the school district.
2. Requirements: A unit member shall have reached the age of fifty-two (52) and have rendered a minimum of ten (10) years of service to the District. The

unit member in this program shall resign his/her position with the District and shall not return to regular employment with the District except under exceptional circumstances.

3. Length of Contract: The contract for services shall be for a period of one (1) year renewable by mutual consent for no more than two (2) years. A participant will serve forty (40) days per fiscal year on a schedule agreed upon in advance by the unit member and the District.
4. Compensation: A participant approved for this program shall be eligible for the following benefits:
   a. A contract for a period of one (1) year renewable by consent for no more than two (2) more years.
   b. Forty (40) days of work per year shall be performed at a rate of one-hundred forty dollars ($140) per day.
5. Request Procedure: The unit member shall file an application with the Human Resources Office by April 1 and be granted early retirement benefits as provided herein upon mutual agreement as to the services to be offered.

   Unit members entering the plans shall submit a plan for specific duties, which may be modified in consultation with the administrator who will supervise the work. Unit member and administrator will agree upon a specific amount of duty time refined into calendared dates and hours. It is recommended that duties be performed at a site level. Suggested duties might include: working with grant/curriculum tutoring individual students or assisting a regular teacher, or substituting for regular teachers who are involved in District committees, meetings, conferences, or acting as teacher-in-charge, etc.

C. RETIREMENT MEDICAL PROGRAM

Unit members who retire with STRS or PERS with fifteen (15) years of service with the District shall be eligible for medical benefits at the current employee rates. If a retiree lives outside the service area for a district provider the District will provide a monetary benefit equal to the current Kaiser single rate with verification of coverage. The District will provide the benefit for a maximum of five (5) years or until the unit member becomes eligible for Medicare, whichever shall occur first. So long as the District offers a bifurcated (i.e., "low/high") Kaiser health plan, the District shall use the single subscriber rate identified in the Kaiser-Low Plan as the basis for calculating its contribution for Kaiser-Low enrollees and the single subscriber rate identified for the Kaiser-High Plan as the basis for calculating its contribution on behalf of Kaiser-High and all other Health Plans enrollees, not to exceed the District contribution as provided for in Article 5, Section 1A. Effective June 1, 2015, this benefit is offered on a sliding scale as follows:

Years to Medicare Eligibility	District Contribution

3 or less years	100% per year for 3 years with any balance of time to be paid by the unit member via COBRA, or 75% per year up to 3 years, 11 months.
4 years	75% per year for 4 years with any balance of time to be paid by the unit member via COBRA, or 60% per year up to 4 years, 11 months.
5 or more years	60% per year for 5 years with any balance of time to be paid by the unit member via COBRA.

If a retiree lives outside the service area for a district provider the District will provide a monetary benefit equal to the cost of his/her current medical plan, or the amount to which he/she would have otherwise been entitled under this provision, whichever is less, with verification of coverage.

If a retired unit member covered by this program returns to active service in the district in a position that qualifies for medical benefits, the term shall be suspended until the unit member returns to retired status. Upon return to such status, the unit member shall receive any remaining term of benefit at the previous level of District contribution up to the age of Medicare eligibility. In no case shall such retiree receive benefits beyond those to which he/she would have been entitled had he/she not returned to active service.

D. MATCHING FUNDS

Unit members may elect to have funds deducted from their pay and placed in the approved defined contribution plan. The employer will match these contributions on a dollar for dollar basis up to a maximum of ten dollars ($10) per month or twelve dollars ($12) per month for unit members on ten pays.

E. RETIREMENT INCENTIVE

If BUSD approves a retirement incentive for any employee, and that incentive is not also offered to the BTA unit members, the BTA unit members will receive a comparable incentive for the following year.

IMPORTANT NOTES:

Entry into any of the above programs should not be embarked upon by a unit member without a thorough knowledge of the personal financial ramifications. It is the responsibility of the individual to consult with all appropriate agencies, e.g., STRS, IRS, Social Security, etc.

Unit members who elect to retire early under Sections A, B, or C, above, may continue group benefit coverage at their own expense if the carrier allows, and

subject to any stipulations relative to such coverage on the part of the State Teachers Retirement System and/or the group carrier.

Unit members should give notice of their decision prior to April 1 whether or not they will choose to retire under one of the above options.

Cheryl M. Olson

Cheryl M. Olson, BTA Negotiations Chair

5/21/21

Date

Khushwinder Gill

Khushwinder Gill, BUSD Chief Negotiator

5/21/2021

Date

MEMORANDUM OF UNDERSTANDING BETWEEN BENICIA UNIFIED SCHOOL DISTRICT AND BENICIA TEACHERS ASSOCIATION REGARDING

ARTICLE 8 SAFETY - 2021-22 NEGOTIATIONS

BTA and BUSD agree to keep Article 8 Safety open during the 2021-2022 school year.

The following two committees (composed of equal numbers of BTA Unit Members and Administrators) shall meet as needed, at least four (4) times, to complete revisions of Article 8 Safety during the 2021-22 school year:

1. Student Services Task Force Committee will collaborate on creating processes and proposed language in Article 8 Safety that supports the safety of BTA unit members as it pertains to student behavior.
2. Safety Committee will collaborate to develop language in Article 8 Safety that addresses the Facility and Environmental Safety Concerns.

The Student Services Task Force and Safety Committee agree to update and review the revised language with their respective negotiation teams on an ongoing basis with the goal of both negotiations teams being familiar with and in support of the recommendation put forth by both committees. The final recommendation of these committees will be presented to the BTA BUSD negotiations team by April 30, 2022 for final approval to amend Article 8 Safety for the 2022-2023 school year.

Parties further agree to add Article 8 Safety as a reopener for the 2022-23 school year negotiations proposal.

Cheryl M. Olson — 5/21/21

Cheryl M. Olson, BTA Negotiations Chair — Date

Khushwinder Gill — 5/21/2021

Khushwinder Gill, BUSD Chief Negotiator — Date

Tentative Agreement
ARTICLE 10 - DEPARTMENT CHAIRS

A. BENICIA HIGH SCHOOL DEPARTMENT CHAIRS

1. The following departments shall each select a Chairperson in accordance with the procedures prescribed in Section E of this Article.

Language Arts	Mathematics
Social Science	Physical Education/Health
Science	Fine Arts
World Language	Special Education
Career Technical Education (CTE)	

2. The Head Counselor position at Benicia High School shall receive a stipend at Range 5 (EXTDAY05) on the Activity and Compensation Ranges in Article 2, Section 3 - Extended Day.

B. BENICIA MIDDLE SCHOOL DEPARTMENT CHAIRS

The following departments shall each select a Chairperson in accordance with the procedure described in Section E of this Article.

Language Arts	Social Science
Science	Mathematics
Special Education	Electives
Physical Education	

C. DUTIES OF DEPARTMENT CHAIRS

The Department Chair shall be responsible for the following:

a. Department Chairs shall have an understanding of, and be willing to implement, the school site and District vision. At the High School level, this includes the goals established through the WASC process
b. Participation in the interviewing and selection of new teachers in the department. The Department Chair may designate a member of the department for this duty.
c. Provide support and assistance for new teachers in the department.
d. During the school year, convene monthly department meetings
e. Department Chairs and site administrators will serve as members of the school Leadership Team. In addition to the two (2) meetings referenced in Article 3, Section H, the Department Chair shall attend one (1) leadership team/ or department chair meeting per calendar month as the department's representative.

f. Provide regular reports on the plans and decisions of the leadership team to the department members.
g. Assist with adoption of all curricular materials for department classes/programs.
h. Identify needs of supplies and materials for department members.
i. Assist in the scheduling of classes in the department.
j. Assist in the assignment of department members to classes.
k. After discussion with department members, recommend class offerings and/or modifications of course of study.
l. Serve as liaison between the department members and the administration.

D. QUALIFICATIONS FOR DEPARTMENT CHAIRS

1. Department Chairs shall have permanent status, or moving to permanent status at the beginning of the subsequent school year, in the District at the time they assume the duties of the position unless there are no department members with permanent status.
2. A Department Chair shall have been a member of the department for two (2) years prior to assuming the position of Department Chair.
3. Department Chairs shall teach at least three (3) classes in the department.

E. SELECTION OF DEPARTMENT CHAIRS

1. Terms for Department Chairs shall be one (1) year beginning two (2) weeks prior to the last teacher work day. Department Chairs may serve unlimited terms. Department elections must be held at the end of each term (one year).
2. In April of each school year, when a vacancy exists, the members of each of the departments listed above shall meet to solicit interest from the department members to be considered for the position of department chair for the following year. Candidates for the department chairs may nominate themselves or be nominated by members of the department. Names of the interested candidates shall be forwarded to the site administrators.
3. The Department Chair shall be determined by a vote of all of the members of the department. The candidate receiving the highest number of votes shall be named Department Chair. Each current member of the department shall be given an opportunity to vote. Candidates for Department Chair shall have received a proficient rating on their last formal evaluation.
4. In the event the members of the department are unable to select a Department Chair, the site administrator shall appoint a Department Chair who meets the prescribed qualifications. The appointment must be confirmed by the school site leadership team.
5. With the consent of the department members, the Department Chair duties and stipend may be equally divided by two (2) members of the department.

6. In all cases, unit members must agree to accept the position of Department Chair.

F. STIPENDS

High School and Middle School Department Chairs shall receive an annual stipend in accordance with the following schedule:

Below 14 sections - duties should be combined with another department.

# of Sections		% of Step 1 Class 1A	Stipend
17 or less	(DEPTHD01)	3%	~~$1,446~~ **$1,523**
18 – 21	(DEPTHD02)	4%	~~$1,928~~ **$2,030**
22 – 29	(DEPTHD03)	5%	~~$2,410~~ **$2,538**
30 – 36	(DEPTHD04)	7%	~~$3,373~~ **$3,552**
37 – 43	(DEPTHD05)	9%	~~$4,338~~ **$4,568**
44 – 50	(DEPTHD06)	10%	~~$4,820~~ **$5,075**
51 or more	(DEPTHD07)	11%	~~$5,301~~ **$5,582**

Cheryl M Olson
Cheryl M. Olson, BTA Negotiations Chair

5/21/21
Date

Khushwinder Gill
Khushwinder Gill, BUSD Chief Negotiator

5/21/2021
Date

BTA and BUSD Tentative Agreement 05/21/2021
Article 11- Evaluation

Benicia Unified School District promotes the evaluation process as one that supports unit members' growth. The following beliefs were used in the development of this article:

- Evaluations should help unit members grow and improve practice.
- Evaluations should value and promote a growth mindset.
- The evaluation process should create a positive and reflective process.
- The process will respect new and veteran unit members and may lend itself to a mentoring process.
- The evaluation process promotes peer mentorship & coaching.
- The evaluation process recognizes that perfectionism is not the goal, but instead provides feedback for continual growth.
- The evaluation process must support professional risk taking.
- Evaluation is a collaborative process between administrators and staff.
- All staff shall be trained in the evaluation process.

A. GENERAL EVALUATION PROVISIONS

1. Prior to the start of the evaluation process, unit members on the evaluation cycle shall be given a copy of the evaluation instrument and be informed of the evaluation process and timeline.
   (See end of Appendix __ for forms).

2. Danielson's Framework, aligned with The California Standards for the Teaching Profession, shall be used as the basis and focus of all teacher evaluations. The California Standards for the Teaching Profession are aligned with and embedded in Danielson's four domains for teaching. Each domain has several supporting components that are organized under each domain. Listed in parentheses next to each domain are the aligned California Standards for the Teaching profession.

The four domains for teaching are:

Domain 1: Planning and Preparation (CSTP: Standard 3 Understanding and Organizing Subject Matter for Student Learning; Standard 4 Planning Instruction and Designing Learning Experiences for All Students)

1a Demonstrating Knowledge of Content and Pedagogy
1b Demonstrating Knowledge of Students
1c Setting Instructional Outcomes
1d Demonstrating Knowledge of Resources
1e Designing Coherent Instruction
1f Designing Student Assessments

Domain 2: Classroom Environment (CSTP: Standard 2 Creating and Maintaining Effective Environments for Student Learning)

2a Creating an Environment of Respect and Rapport
2b Establishing a Culture for Learning

2c Managing Classroom Procedures
2d Managing Student Behavior
2e Organizing Physical Space

Domain 3: Instruction (CSTP: Standard 1 Engaging and Supporting All Students in Learning; Standard 5 Assessing Students for Learning)

3a Communicating with Students
3b Using Questioning and Discussion Techniques
3c Engaging Students in Learning
3d Using Assessment in Instruction
3e Demonstrating Flexibility and Responsiveness

Domain 4: Professional Responsibilities (CSTP: Standard 6 Developing as a Professional Educator)

4a Reflecting on Teaching
4b Maintaining Accurate Records
4c Communicating with Families
4d Participating in the Professional Community
4e Growing and Developing Professionally
4f Showing Professionalism

3. Danielson's Framework, aligned with The California Standards for the School Counseling Profession, shall be used as the basis and focus of all counseling evaluations. The California Standards for the School Counseling Profession are aligned with and embedded in Danielson's four domains for counseling. Each domain has several supporting components that are organized under each domain. Listed in parentheses next to each domain are the aligned California Standards for the School Counseling profession.

Domain 1: Planning and Preparation: (CASC Standard 2: Plan, Implement and Evaluate Programs to promote academic, career, personal and social development of all students)

1a Demonstrating knowledge of counseling theory and technique
1b Demonstrating knowledge of child and adolescent development
1c Establishing goals for the counseling program appropriate to the setting and the students served with consideration given to cultural needs
1d Demonstrating knowledge of state and federal regulations and of resources both with and beyond the school and district
1e Planning the counseling program, integrated with the regular school program
1f Developing a plan to evaluate the counseling program

Domain 2: The Environment: (CASC Standard 3: Utilize multiple sources of information to monitor and improve student behavior and achievement; Standard 5: Promote and maintain a safe learning environment for all students)

2a Creating an environment of respect and rapport
2b Establishing a culture for productive communication
2c Managing routines and procedures

2d Managing standards of conduct and contributing to the culture for student behavior throughout the school
2e Organizing physical space

Domain 3: Delivery of Service: (CASC Standard 1: Engage, advocate for and support all students in learning; Standard 4: Collaborate and coordinate with school and community resources)

3a Assessing student needs
3b Assisting students in the formulation of academic, personal/social, and career plans based on knowledge of student needs
3c Using counseling techniques in individual and classroom programs
3d Coordinating resources to meet needs
3e Demonstrating flexibility and responsiveness

Domain 4: Professional Responsibilities: (CASC Standard 6: Develop as a professional school counselor)

4a Reflecting on practice
4b Maintaining records and submitting them in a timely fashion
4c Communicating with families
4d Participating in a professional community
4e Engaging in professional development
4f Showing professionalism

Factors not observed first hand by the evaluator will not be included in the evaluation unless the information has been verified through repeated or egregious (as defined as *especially* bad; flagrant) evidence by the evaluator and shared with the employee. The final evaluation shall be given by the person or persons who have done the actual classroom observations. An administrative designee may review the evaluation with the unit member in the event of unforeseen circumstances.

The evaluator shall mark one of the following in each of the chosen Domains on each observation and the summative evaluation:

- Distinguished
- Proficient
- Basic (Requires professional growth plan and evaluation the subsequent school year if a Domain in the summative evaluation is Basic.)
- Unsatisfactory (Requires improvement plan that includes multi-levels of support which may include: peer observation, professional development, working with a coach and evaluation of the subsequent school year. Other areas of support may be included with mutual agreement between the administrator and the unit member.)

4. Unit members shall be given a copy of the observation summary and the summative evaluation at the time their signature is affixed, though such signature does not necessarily indicate agreement.
5. Unit members who disagree with their summative evaluation may, within five (5) days of receipt, respond in writing and have such comments attached to the evaluation in their personnel file.
6. All evaluations of performance shall be done within the context of E.C. 44660 - 44665. Such evaluations shall be done in a uniform manner throughout the district.

B. EVALUATION OF PROBATIONARY AND TEMPORARY UNIT MEMBERS

1. Probationary and temporary unit members shall be evaluated annually. The evaluation of probationary and temporary unit members shall focus on the Domains of Teaching that are aligned to the California Standards for the Teaching Profession.
2. The probationary or temporary unit members being evaluated and the evaluator shall meet no later than September 30 or within 20 work days of their hire or return date whichever allows for more time to discuss the following:
    a. The two Domains and components which shall be chosen for the evaluation period. Ratings must be given for these domains and components during the evaluation period, even though feedback may be provided for all domains. No ratings may be given for the domains and components that were not previously agreed upon by the unit member and evaluator.
    b. A schedule of observations, conferences, and summative evaluation date.
    c. Whether the observations will be scheduled or unscheduled. At least one of the observations must be scheduled.
    d. The rubric of how the unit member shall be rated. A hard copy of the rubric shall be provided to each member in each year they are evaluated.

    In the event of a disagreement over the domains and areas of focus and/or evaluation schedule, the unit member and the evaluator shall make a good faith effort to resolve the differences themselves. Domains and components previously agreed upon may be changed at the first post-observation reflection conference with mutual agreement of the unit member and the evaluator.

3. Probationary and temporary unit members shall be observed at least twice a year. Observations will consist of an entire lesson and/or period, or as much as reasonably possible, each with a post-observation reflection conference to be held within five (5) working days of the actual observation. During the reflection conference, the administrator and the unit member shall review the Framework rubrics and evidence gathered during the observation. By mutual agreement of the unit member and the evaluator, the timeline for the post-observation reflection conference may be extended, but not more than three (3) working days.

4. A formal written record of each observation will be completed and presented at the observation reflection conference. Each observation must also include information from informal classroom walkthroughs, where informal feedback has been given to the unit member after each visit. Reflection and evidence areas will be included in the written record. For a Basic rating either party may schedule an additional scheduled or unscheduled observation. One negative incident, unless it is egregious in nature, should not result in the unit member receiving a Basic or Unsatisfactory Rating for the Domain. More evidence should be collected and a pattern of behavior established through additional walk throughs.

    In the event the evaluator observes areas in need of improvement that result in a rating of Basic in one or more domains, the evaluator shall specifically note these in the written observation record. The written observation record shall include specific action steps and recommendations for the identified areas of improvement. If requested by either party, a Professional Growth Plan will be jointly created between the evaluator and unit member.

5. In the event the evaluator observes areas in need of improvement that result in a rating of Unsatisfactory in one or more domains, the evaluator shall specifically note these in the written observation record. For a domain rating of Unsatisfactory, an additional observation, either scheduled or unscheduled is required. An improvement plan that outlines specific recommendations, linked to the domain(s), and a timeline for completion must be attached. This improvement plan must be developed no later than November 15 after the first observation and/or February 15 after the second observation. This timeline only pertains to observations that are Unsatisfactory. The evaluator shall support the unit member by providing assistance in implementing the recommendations and additional resources as appropriate.

6. The summative evaluation will be completed no later than thirty (30) calendar days prior to the end of the school year. The formal written summative evaluation shall be completed and presented at that time.

C. EVALUATION OF PERMANENT STATUS UNIT MEMBERS

1. Permanent status unit members shall be evaluated at least once every other year, not later than thirty (30) days prior to the end of the school year. By mutual agreement of the site administrator and the unit member, a unit member with ten (10) years of experience in the District may be evaluated up to every five (5) years if his/her most recent evaluation was overall Proficient or above. Either party may request at any time to move back to the regular evaluation cycle of every other year.

2. After completing a proficient evaluation, unit members eligible for the five (5) year evaluation cycle shall meet with their assigned evaluator at the time their next two year evaluation would normally take place to sign an extension agreement for three (3) additional years. The next evaluation shall then take place a total of five (5) years after the last successful evaluation.

3. The unit member being evaluated and the evaluator shall meet no later than September 30 or within 20 work days of their return date whichever allows for more time to discuss the following:

   a. The two Domains and components which shall be chosen for the evaluation period. Ratings must be given for these domains and components during the evaluation period, even though feedback may be provided for all domains. No ratings may be given for the domains and components that were not previously agreed upon by the unit member and evaluator.

   b. A schedule of observations, conferences, and summative evaluation date.

   c. Whether the observations will be scheduled or unscheduled. At least one of the observations must be scheduled.

   d. Whether the evaluation will be traditional or alternative.

   e. The rubric of how the unit member shall be rated. A hard copy of the rubric shall be provided to each member in each year they are evaluated.

f. No qualified unit member (a unit member is qualified if the unit member's previous evaluation was proficient or distinguished) may be prohibited from using the alternative form of an evaluation unless the unit member has received a written record of concerns thirty (30) days before the end of the prior school year to the evaluation year. The written record of concerns may include, but are not limited to, concerns noted in the classroom or documented disciplinary action that may affect the performance of the unit member within their duties. Exceptions may be made if a documented disciplinary action occurs after the thirty (30) day notification period and the disciplinary action warrants concern about continued job performance.

g. The administrator has the right to deny an alternative evaluation if there has been documented repeated verbal warnings or higher disciplinary action since the last evaluation period.

h. In the event of a disagreement over the domains and areas of focus and/or evaluation schedule, the unit member and the evaluator shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the evaluator selects one domain and the unit member selects another domain.

4. Permanent unit members, using the traditional evaluation method, shall be observed at least twice a year. Observations will consist of an entire lesson and/or period, or as much as reasonably possible, each with a post-observation reflection conference to be held within five (5) working days of the actual observation. During the reflection conference, the administrator and the unit member shall review the Framework rubrics and evidence gathered during the observation. By mutual agreement of the unit member and the evaluator, the timeline for the post-observation conference may be extended, but not more than three (3) working days.

   A formal written record of each observation will be completed and presented at the observation reflection conference. Each observation must also include information from informal classroom walkthroughs, where informal feedback has been given to the teacher after each visit. Reflection and evidence areas will be included in the written record. One negative incident, unless it is egregious in nature, should not result in the unit member receiving a Basic or Unsatisfactory Rating for the Domain. More evidence should be collected and a pattern of behavior established through additional walk throughs. For a Basic rating either party may schedule an additional scheduled or unscheduled observation.

5. Unit members using the alternative evaluation method, shall write a professional growth plan that includes:
   - Student-based goals based on the domains and components.
   - A description of the activities to occur.
   - A description of the evidence that will be gathered that supports the unit member's professional growth.

6. For alternative evaluations, at least one informal observation or check-in meeting by the evaluator must occur before February 15 to review progress on alternative evaluation and the mid-year reflection. In the event the evaluator observes areas in need of improvement these concerns must be delineated in the mid-year reflection section of the alternative evaluation form. A professional growth plan, focused on areas of concern, will be mutually developed between the evaluator and the teacher.

If the unit member does not complete the professional growth plan or receives a Basic on the summative evaluation, the unit member will be on the evaluation cycle the following year. An improvement plan will be developed and implemented during the initial goal setting conference the following year.

7. In the event the evaluator observes areas in need of improvement that result in a rating of Unsatisfactory in one or more domains, the evaluator shall specifically note these in the written observation record. An improvement plan that outlines specific recommendations, linked to the domain(s), and timeline for completion must be attached. This improvement plan must be developed no later than November 15 after the first observation and/or February 15 after the second observation. This timeline only pertains to observations that are Unsatisfactory. The unit member may request one additional formal observation by another district administrator, mutually agreed upon, who would accompany the assigned evaluator. In the event the administrator and unit member cannot mutually agree upon the additional evaluator, the unit member and evaluator shall meet with the Assistant Superintendent of Human Resources and an Association Representative to resolve the differences. The evaluator shall support the unit member by providing assistance in implementing the recommendations and additional resources as appropriate.

8. The summative evaluation will be completed no later than thirty (30) calendar days prior to the end of the school year. The formal written evaluation shall be completed and presented at that time.

9. Prior to documenting in a summative evaluation that a unit member's performance in any one of the chosen Domains is Unsatisfactory; the evaluator shall conduct at least an additional three (3) formal observations as defined in Section C-4 above. There shall be adequate time for improvement between observations.

D. UNSATISFACTORY EVALUATION

1. Permanent unit members who receive an Unsatisfactory evaluation will automatically be placed in the evaluation cycle the following year. An improvement plan, for the following school year, that outlines specific recommendations, linked to the domain(s), and a timeline for completion must be attached.

2. The unit member who received an unsatisfactory evaluation shall receive support from a peer mentor. In the beginning of each school year, Human Resources will send out an electronic form where unit members may express interest in being a peer mentor. The peer mentor shall be mutually agreed upon by the unit member and the evaluator from the list of interested and qualified unit members. In the event the administrator and unit member cannot mutually agree upon the peer mentor, the unit member and evaluator shall meet with the Assistant Superintendent of Human Resources and an Association Representative to resolve the differences. A different peer mentor may be selected to work with the unit member-at any time during the process when requested to do so by the unit member or the peer mentor.

3. The peer mentor and the unit member shall meet with the administrator prior to September 30th to review the areas in need of improvement, and to review and discuss the improvement plan included in the unit member's evaluation.
4. Unit members have the right to be represented throughout these meetings by an Association Representative.

E. PEER MENTORS AS SUPPORT PROVIDERS

A peer mentor provides assistance to the unit member who received an Unsatisfactory evaluation.

1. The qualifications for the Peer Mentor shall be as follows:
    a. A credentialed unit member with permanent status.
    b. At least three (3) years of Proficient or Distinguished teaching experience in the District. Such teaching experience shall be within the four (4) years immediately preceding being appointed as a peer mentor.
    c. Effectively support the unit member's areas in need of improvement.
    d. Demonstrated ability to work cooperatively and communicate effectively with colleagues.
    e. Understanding of the BTA/BUSD agreements as it relates to evaluation.

2. The duties of the Peer Mentor in supporting unit members who receive an Unsatisfactory evaluation shall include the following:
    a. Assist unit members by demonstrating, observing, coaching, conferring, recommending resources, or by other activities which, in their professional judgement, will support the unit member.
    b. Attend training(s), workshop(s) or meeting(s) to support the unit member.
    c. Meet with the unit member who received an Unsatisfactory evaluation to review the improvement plan, to establish a timeline or calendar, outline goals and activities of support.
    d. Conduct a minimum of six (6) observations of the unit member and provide specific, immediate feedback after each observation.
    e. Document all observations, visitations, meetings and support given to the unit member. Meet with the evaluator, unit member and peer mentor at least three (3) times per year.
    f. A peer mentor may not be assigned more than one unit member at a time.

3. Peer mentors shall be provided release time to conduct classroom observations of the unit member.

4. In addition to their annual salary, peer mentors shall be paid a three thousand dollar ($3000) stipend for working with a unit member who has received an Unsatisfactory evaluation.

5. In the event a peer mentor works less than a full school year with a unit member, the peer mentor's stipend shall be prorated to the portion of the year they worked.

Cheryl M. Olson, BTA Negotiations Chair — Date 5/21/21

Khushwinder Gill, BUSD Chief Negotiator — Date 5/21/2021

Benicia Unified School District
Counselor Initial Meeting Report Form 1

Counselor Name: _____ **Site:** _____ **Evaluator:** _____

Date: _____ **Grade:** _____

Two Domains and components which shall be chosen during the evaluation period. Ratings must be given for the domains and components during the evaluation period, even though feedback may be provided for all domains. No ratings may be given for the domains and components that were not previously agreed upon by the unit member and evaluator.

Temporary **Probationary I** **Probationary II** **Permanent**

***Ratings on Last Evaluation:** **Domain** _____ ☐ **Distinguished** ☐ **Proficient** ☐ **Basic** ☐ **Unsatisfactory**

Domain _____ ☐ **Distinguished** ☐ **Proficient** ☐ **Basic** ☐ **Unsatisfactory**

***Not applicable to new counselors in the District**

If rated proficient, did you have any domain ratings of Basic or Unsatisfactory?

*Yes: Focus Statement(s) will need to include this domain/component. List specific domain and component(s):*_____

Domain 1: Planning and Preparation	Based on your reflection, your administrator's input, and any school/District initiatives, what Domains and Components have you identified for growth? What is an area of knowledge or skill that you would like to strengthen? Write your focus statement below:	What would success on your focus statement look like? How will you know when you have achieved it? List evidence of success below.	Describe the activities & timeline you will do to work toward your focus statement:
1a: Demonstrating knowledge of counseling theory and technique 1b: Demonstrating knowledge of child and adolescent development 1c: Establishing goals for the counseling program appropriate to the setting and the students served with consideration given to cultural needs 1d: Demonstrating knowledge of state and federal regulations and of resources both with and beyond the school and district 1e: Planning the counseling program, integrated with the regular school program 1f: Developing a plan to evaluate the counseling program			

Domain 2: The Environment			
2a: Creating an environment of respect and rapport 2b: Establishing a culture for productive communication 2c: Managing routines and procedures 2d: Managing standards of conduct and contributing to the culture for student behavior throughout the school 2e: Organizing physical space			
Domain 3: Delivery of Service			
3a: Assessing student needs 3b: Assisting students and teachers in the formulation of academic, personal/social, and career plans based on knowledge of student needs 3c: Using counseling techniques in individual and classroom programs 3d: Coordinating resources to meet needs 3e: Demonstrating flexibility and responsiveness			
Domain 4: Professional Responsibilities			
4a: Reflecting on practice 4b: Maintaining records and submitting them in a timely fashion 4c: Communicating with families 4d: Participating in a professional community 4e: Engaging in professional development 4f: Showing professionalism			

_____ _____

Counselor Signature Date

_____ _____

Evaluator Signature Date

**Signature indicates the report has been read and discussed.*

Benicia Unified School District
Counselor Observation Report Form 2

Key
D=Distinguished
P=Proficient
B=Basic
U=Unsatisfactory

Counselor Name: _____ **Site:** _____

Date of Observation: _____ **Grade** _____ **Evaluator:** _____

☐ **Temporary** ☐ **Probationary I** ☐ **Probationary II** ☐ **Permanent**

☐ *Basic in one or more domains for permanent counselors= professional growth plan to be developed

☐ **Unsatisfactory in one or more domains for temporary, probationary or permanent counselors= Improvement plan to be developed

Domain 2: The Environment *Domain rating:_____*	**Bulleted Evidence:**	**Comments**
2a: Creating an environment of respect and rapport 2b: Establishing a culture for productive communication 2c: Managing routines and procedures 2d: Managing standards of conduct and contributing to the culture for student behavior throughout the school 2e: Organizing physical space		**Commendations:** **Recommendations/Questions:** **Next Steps:**

Domain 3: Delivery of Service *Domain rating:_____*	**Bulleted Evidence:**	**Comments**
3a: Assessing student needs 3b: Assisting students and teachers in the formulation of academic, personal/social, and career plans based on knowledge of student needs 3c: Using counseling techniques in individual and classroom programs 3d: Coordinating resources to meet needs 3e: Demonstrating flexibility and responsiveness		**Commendations:** **Recommendations/Questions:** **Next Steps:**

Domain 1: Planning and Preparation *Domain rating:_____*	**Bulleted Evidence:**	**Comments**

1a: Demonstrating knowledge of counseling theory and technique 1b: Demonstrating knowledge of child and adolescent development 1c: Establishing goals for the counseling program appropriate to the setting and the students served with consideration given to cultural needs 1d: Demonstrating knowledge of state and federal regulations adn of resources both with and beyond the school and district 1e: Planning the counseling program, integrated with the regular school program 1f: Developing a plan to evaluate the counseling program		**Commendations:** **Recommendations/Questions:** **Next Steps:**
Domain 4: Professional Responsibilities *Domain rating:_____*	**Bulleted Evidence:**	**Comments**
4a: Reflecting on practice 4b: Maintaining records and submitting them in a timely fashion 4c: Communicating with families 4d: Participating in a professional community 4e: Engaging in professional development 4f: Showing professionalism		**Commendations:** **Recommendations/Questions:** **Next Steps:**

Additional Comments:

_____ _____

*Counselor Signature Date

_____ _____

Evaluator Signature Date

**Signature does not constitute endorsement of the observation, but indicates the evaluation has been read and discussed.*

Benicia Unified School District
Counselor Alternative Evaluation Report Form 3

Counselor Name: _____ **Site:** _____ **Evaluator:** _____

Start Date of Alternative Evaluation: _____ **Completion Date:** _____ **Grade:** _____

Ratings on Last Evaluation: **Domain** _____ ☐ **Distinguished** ☐ **Proficient** ☐ **Basic** ☐ **Unsatisfactory**

Domain _____ ☐ **Distinguished** ☐ **Proficient** ☐ **Basic** ☐ **Unsatisfactory**

If rated proficient, did you have any domain ratings of Basic?

*Yes: Alternative evaluation focus will need to include this domain/component. List specific domain and component(s):*_____

No: If rated Distinguished, additional Alternative Evaluations are listed below.

Domain 1: Planning and Preparation	Domain 2: The Environment	Domain 3:Delivery of Service	Domain 4: Professional Responsibilities
1a: Demonstrating knowledge of counseling theory and technique 1b: Demonstrating knowledge of child and adolescent development 1c: Establishing goals for the counseling program appropriate to the setting and the students served with consideration given to cultural needs 1d: Demonstrating knowledge of state and federal regulations and of resources both with and beyond the school and district 1e: Planning the counseling program, integrated with the regular school program 1f: Developing a plan to evaluate the counseling program	2a: Creating an environment of respect and rapport 2b: Establishing a culture for productive communication 2c: Managing routines and procedures 2d: Managing standards of conduct and contributing to the culture for student behavior throughout the school 2e: Organizing physical space	3a: Assessing student needs 3b: Assisting students and teachers in the formulation of academic, personal/social, and career plans based on knowledge of student needs 3c: Using counseling techniques in individual and classroom programs 3d: Coordinating resources to meet needs 3e: Demonstrating flexibility and responsiveness	4a: Reflecting on practice 4b: Maintaining records and submitting them in a timely fashion 4c: Communicating with families 4d: Participating in a professional community 4e: Engaging in professional development 4f: Showing professionalism

Based on your reflection, your administrator's input, and any school/District initiatives, what Domain and Component have you identified? What is an area of knowledge or skill that you would like to strengthen? Write your focus statement below:	
What is the connection between this focus statement and your assignment?	What would success on this focus statement look like? How will you know when you have achieved it? List evidence of success below.

Describe the activities you will do to work toward your focus statement:	What is your timeline for each activity?	What other resources will you need to better achieve your focus statement?:	What support will you need to better achieve your focus statement?:

Alternative evaluation ideas for ratings of Distinguished:

- Mentoring non permanent counselors (with admin approval)
- Participation in District-established leadership groups
- Participation in building level leadership groups
- Peer coaching
- Action research
- Pursuing advanced degree related to the education profession
- Facilitating professional development

Counselor Signature _____ Date _____

Evaluator Signature _____ Date _____

Mid-year Reflection on focus statement	
Counselor Reflection:	**Evaluator Reflection:**
End of year Evaluation	
Counselor Reflection:	**Administrator Evaluation:**

☐ *Basic for permanent counselors Improvement plan to be developed/evaluation next year

☐ **Unsatisfactory for permanent counselors Improvement plan to be developed/evaluation next year

Counselor Signature _____ Date _____

Evaluator Signature _____ Date _____

**Signature indicates the evaluation has been read and discussed. Counselors who disagree with their summative evaluation may, within five (5) days of receipt, respond in writing and have such comments attached to the evaluation in their personnel file.*

Benicia Unified School District
****COUNSELOR Professional Growth Plan Form 4**

Counselor Name: _____ **Site:** _____ **Evaluator:** _____

Start Date: _____ **Completion Date:** _____ **Grade/Subject:** _____

Professional Growth Plan Successfully Completed? ☐ **Yes** ☐ **No**

**Highlight the Domain and Component(s) that will be the focus of this professional growth plan. The Domain/Components must include the areas marked Basic on your last observation.*

Domain 1: Planning and Preparation	Domain 2: The Environment	Domain 3: Delivery of Service	Domain 4: Professional Responsibilities
1a: Demonstrating knowledge of counseling theory and technique 1b: Demonstrating knowledge of child and adolescent development 1c: Establishing goals for the counseling program appropriate to the setting and the students served with consideration given to cultural needs 1d: Demonstrating knowledge of state and federal regulations and of resources both with and beyond the school and district 1e: Planning the counseling program, integrated with the regular school program 1f: Developing a plan to evaluate the counseling program	2a: Creating an environment of respect and rapport 2b: Establishing a culture for productive communication 2c: Managing routines and procedures 2d: Managing standards of conduct and contributing to the culture for student behavior throughout the school 2e: Organizing physical space	3a: Assessing student needs 3b: Assisting students and teachers in the formulation of academic, personal/social, and career plans based on knowledge of student needs 3c: Using counseling techniques in individual and classroom programs 3d: Coordinating resources to meet needs 3e: Demonstrating flexibility and responsiveness	4a: Reflecting on practice 4b: Maintaining records and submitting them in a timely fashion 4c: Communicating with families 4d: Participating in a professional community 4e: Engaging in professional development 4f: Showing professionalism

Focus statement based on Domain(s) and Component(s) highlighted above written in terms of student outcomes:			
Describe the activities you will do to work toward your focus statement written above:	What is your timeline for each activity?	What other resources will you need to better achieve your focus statement written above?:	What support will you need to better achieve your focus statement written above?:

Summative Reflection: Were your focus statement(s) achieved? How did they impact your practice?			

_____ _____

*Counselor Signature Date

_____ _____

Evaluator Signature Date

**Professional Growth Plan is recommended to be created jointly by the evaluator and the permanent counselors who receive an overall rating of Basic in one or more Domains on one of their two observations.

**In the case of a disagreement between the permanent counselor and their evaluator regarding the Professional Growth Plan, the counselor may write a response within five (5) work days of receipt, and have it attached to the Professional Growth Plan. Signature does not constitute endorsement in case of disagreement (as described above) of the Professional Growth Plan, but indicates the Plan has been read and discussed.*

Benicia Unified School District
****Counselor Improvement Plan Form 5**

Counselor Name: _____ **Site:** _____ **Evaluator:** _____

Start Date: _____ **Completion Date:** _____ **Grade:** _____

Improvement Plan Successfully Completed? ☐ **Yes** ☐ **No**

**Highlight the Domain and Component(s) that will be the focus of this improvement plan. The Domain/components must include the areas marked Basic and Unsatisfactory on your last observation.*

Domain 1: Planning and Preparation	**Domain 2: The Environment**	**Domain 3: Delivery of Service**	**Domain 4: Professional Responsibilities**
a: Demonstrating knowledge of counseling theory and technique 1b: Demonstrating knowledge of child and adolescent development 1c: Establishing goals for the counseling program appropriate to the setting and the students served with consideration given to cultural needs 1d: Demonstrating knowledge of state and federal regulations adn of resources both with and beyond the school and district 1e: Planning the counseling program, integrated with the regular school program 1f: Developing a plan to evaluate the counseling program	2a: Creating an environment of respect and rapport 2b: Establishing a culture for productive communication 2c: Managing routines and procedures 2d: Managing standards of conduct and contributing to the culture for student behavior throughout the school 2e: Organizing physical space	3a: Assessing student needs 3b: Assisting students and teachers in the formulation of academic, personal/social, and career plans based on knowledge of student needs 3c: Using counseling techniques in individual and classroom programs 3d: Coordinating resources to meet needs 3e: Demonstrating flexibility and responsiveness	4a: Reflecting on practice 4b: Maintaining records and submitting them in a timely fashion 4c: Communicating with families 4d: Participating in a professional community 4e: Engaging in professional development 4f: Showing professionalism

Description of the deficiencies:

Improvement Expectation:

Recommended activities and strategies to address deficiencies	Assessment and evidence of successful completion of	Timeline for completion	Suggested resources

	improvement plan		
Counselor's Summative Self Reflection/Evaluation: Report on your progress toward meeting the identified areas in need of improvement and completion of improvement expectations. Please cite specific evidence.			
Evaluator's Summative Report: Report on the counselor's progress toward meeting the identified areas in need of improvement and improvement expectations. Please cite specific evidence.			

_____ _____

*Counselor Signature Date

_____ _____

Evaluator Signature Date

**Improvement Plan is recommended to be created jointly by the evaluator and the temporary, probationary, or permanent counselors who receive a rating of Unsatisfactory in one or more Domains on one of their two observations.

*In the case of a disagreement between the temporary, probationary, or permanent counselor and their evaluator regarding the Improvement Plan, the counselor may write a response within five (5) days of receipt, and have it attached to the Improvement Plan. Signature does not constitute endorsement in case of disagreement (as described above) of the Improvement Plan, but indicates the Plan has been read and discussed.

Benicia Unified School District
COUNSELOR Summative Evaluation Report Form 6

Key
D=Distinguished
P=Proficient
B=Basic
U=Unsatisfactory

Counselor Name: _____ **Site:** _____

Date of Summative Evaluation: _____ **Grade:** _____ **Evaluator:** _____

☐ **Temporary** ☐ **Probationary I** ☐ **Probationary II** ☐ **Permanent**

☐ *Basic for permanent counselors= Improvement plan to be developed/evaluation next year

☐ **Unsatisfactory performance = Improvement plan to be developed/evaluation next year

Domain 1: Planning and Preparation *Domain rating:*_____	**Comments**
1a: Demonstrating knowledge of counseling theory and technique 1b: Demonstrating knowledge of child and adolescent development 1c: Establishing goals for the counseling program appropriate to the setting and the students served with consideration given to cultural needs 1d: Demonstrating knowledge of state and federal regulations and of resources both with and beyond the school and district 1e: Planning the counseling program, integrated with the regular school program 1f: Developing a plan to evaluate the counseling program	

Domain 2: The Environment *Domain rating:*_____	**Comments**
2a: Creating an environment of respect and rapport 2b: Establishing a culture for productive communication 2c: Managing routines and procedures 2d: Managing standards of conduct and contributing to the culture for student behavior throughout the school 2e: Organizing physical space	

Domain 3: Delivery of Service *Domain rating:*_____	**Comments**

3a: Assessing student needs 3b: Assisting students and teachers in the formulation of academic, personal/social, and career plans based on knowledge of student needs 3c: Using counseling techniques in individual and classroom programs 3d: Coordinating resources to meet needs 3e: Demonstrating flexibility and responsiveness	
Domain 4: Professional Responsibilities *Domain rating:_____*	**Comments**
4a: Reflecting on practice 4b: Maintaining records and submitting them in a timely fashion 4c: Communicating with families 4d: Participating in a professional community 4e: Engaging in professional development 4f: Showing professionalism	

Additional Comments:

_____ _____

*Counselor Signature Date

_____ _____

Evaluator Signature Date

**Signature does not constitute endorsement of the observation, but indicates the evaluation has been read and discussed. Counselors who disagree with their summative evaluation may, within five (5) work days of receipt, respond in writing and have such comments attached to the evaluation in their personnel file.*

Benicia Unified School District

Teacher Initial Meeting Report Form 1

Teacher Name: _____ **Site:** _____ **Evaluator:** _____

Date: _____ **Grade/Subject**: _____

☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent

Two Domains and components which shall be chosen during the evaluation period. Ratings must be given for the domains and components during the evaluation period, even though feedback may be provided for all domains. No ratings may be given for the domains and components that were not previously agreed upon by the unit member and evaluator.

***Ratings on Last Evaluation: Domain** _____ ☐ **Distinguished** ☐ **Proficient** ☐ **Basic** ☐ **Unsatisfactory**

Domain _____ ☐ **Distinguished** ☐ **Proficient** ☐ **Basic** ☐ **Unsatisfactory**

***Not applicable to new teachers in the District**

If rated proficient, did you have any domain ratings of Basic or Unsatisfactory?

*Yes: Focus Statement(s) will need to include this domain/component. List specific domain and component(s):*_____

Domain 1: Planning and Preparation	Based on your reflection, your administrator's input, and any school/District initiatives, what Domains and Components have you identified for growth? What is an area of knowledge or skill that you would like to strengthen? Write your focus statement below:	What would success on your focus statement look like? How will you know when you have achieved it? List evidence of success below.	Describe the activities & timeline you will do to work toward your focus statement:
1a: Demonstrating knowledge of content and pedagogy 1b: Demonstrating knowledge of students 1c: Setting instructional outcomes 1d: Demonstrating knowledge of resources 1e: Designing coherent instruction 1f: Designing student assessments			
Domain 2: Classroom Environment			
2a: Creating an environment of respect and rapport 2b: Establishing a culture for learning 2c: Managing classroom procedures			

2d: Managing student behavior 2e: Organizing physical space			
Domain 3: Instruction			
3a: Communicating with students 3b: Using questioning and discussion techniques 3c: Engaging students in learning 3d: Using assessment in instruction 3e: Demonstrating flexibility and responsiveness			
Domain 4: Professional Responsibilities			
4a: Reflecting on teaching 4b: Maintaining accurate records 4c: Communicating with families 4d: Participating in a professional community 4e: Growing and developing professionally 4f: Showing professionalism			

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

**Signature indicates the report has been read and discussed. Teachers who disagree with their report may, within five (5) work days of receipt, respond in writing and have such comments attached to the evaluation in their personnel file.*

Benicia Unified School District
Teacher Classroom Observation Report Form 2

Key
D=Distinguished
P=Proficient
B=Basic
U=Unsatisfactory

Teacher Name: _____ **Site:** _____

Date of Observation: _____ **Grade/Subject:** _____ **Evaluator:** _____

☐ *Basic in one or more domains for permanent teachers= professional growth plan to be developed

☐ **Unsatisfactory in one or more domains for temporary, probationary or permanent teachers= Improvement plan to be developed

Domain 2: Classroom Environment *Domain rating:*_____	**Bulleted Evidence:**	**Comments**
2a: Creating an environment of respect and rapport 2b: Establishing a culture for learning 2c: Managing classroom procedures 2d: Managing student behavior 2e: Organizing physical space		**Commendations:** **Recommendations/Questions:** **Next Steps:**

Domain 3: Instruction *Domain rating:*_____	**Bulleted Evidence:**	**Comments**
3a: Communicating with students 3b: Using questioning and discussion techniques 3c: Engaging students in learning 3d: Using assessment in instruction 3e: Demonstrating flexibility and responsiveness		**Commendations:** **Recommendations/Questions:** **Next Steps:**

Domain 1: Planning and Preparation *Domain rating:*_____	**Bulleted Evidence:**	**Comments**

1a: Demonstrating knowledge of content and pedagogy 1b: Demonstrating knowledge of students 1c: Setting instructional outcomes 1d: Demonstrating knowledge of resources 1e: Designing coherent instruction 1f: Designing student assessments		**Commendations:** **Recommendations/Questions:** **Next Steps:**
Domain 4: Professional Responsibilities *Domain rating:_____*	**Bulleted Evidence:**	**Comments**
4a: Reflecting on teaching 4b: Maintaining accurate records 4c: Communicating with families 4d: Participating in a professional community 4e: Growing and developing professionally 4f: Showing professionalism		**Commendations:** **Recommendations/Questions:** **Next Steps:**

Additional Comments:

_____ _____

*Teacher Signature Date

_____ _____

Evaluator Signature Date

**Signature does not constitute endorsement of the observation, but indicates the evaluation has been read and discussed.*

Benicia Unified School District
Teacher Alternative Evaluation Report Form 3

Teacher Name: _____ **Site:** _____ **Evaluator:** _____

Start Date of Alternative Evaluation: _____ **Completion Date:** _____ **Grade/Subject:** _____

Ratings on Last Evaluation: **Domain** _____ ☐ **Distinguished** ☐ **Proficient** ☐ **Basic** ☐ **Unsatisfactory**

Domain _____ ☐ **Distinguished** ☐ **Proficient** ☐ **Basic** ☐ **Unsatisfactory**

If rated proficient, did you have any domain ratings of Basic?

*Yes: Alternative evaluation focus will need to include this domain/component. List specific domain and component(s):*_____

No: If rated Distinguished, additional Alternative Evaluations are listed below.

Domain 1: Planning and Preparation	Domain 2: Classroom Environment	Domain 3: Instruction	Domain 4: Professional Responsibilities
1a: Demonstrating knowledge of content and pedagogy 1b: Demonstrating knowledge of students 1c: Setting instructional outcomes 1d: Demonstrating knowledge of resources 1e: Designing coherent instruction 1f: Designing student assessments	2a: Creating an environment of respect and rapport 2b: Establishing a culture for learning 2c: Managing classroom procedures 2d: Managing student behavior 2e: Organizing physical space	3a: Communicating with students 3b: Using questioning and discussion techniques 3c: Engaging students in learning 3d: Using assessment in instruction 3e: Demonstrating flexibility and responsiveness	4a: Reflecting on teaching 4b: Maintaining accurate records 4c: Communicating with families 4d: Participating in a professional community 4e: Growing and developing professionally 4f: Showing professionalism

Based on your reflection, your administrator's input, and any school/District initiatives, what Domain and Component have you identified? What is an area of knowledge or skill that you would like to strengthen? Write your focus statement below:	
What is the connection between this focus statement and your teaching assignment?	What would success on this focus statement look like? How will you know when you have achieved it? List evidence of success below.

Describe the activities you will do to work toward your focus statement:	What is your timeline for each activity?	What other resources will you need to better achieve your focus statement?:	What support will you need to better achieve your focus statement?:

Alternative evaluation ideas for ratings of Distinguished:

- Mentoring non permanent teachers (with admin approval)
- Participation in District-established leadership groups
- Participation in building level leadership groups
- Peer coaching
- Action research
- Pursuing advanced degree related to the education profession
- Facilitating professional development

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

Mid-year Reflection on focus statement	
Teacher Reflection:	**Evaluator Reflection:**
End of year Evaluation on focus statement	
Teacher Reflection:	**Administrator Evaluation:**

☐ *Basic for permanent teachers=Improvement plan to be developed/evaluation next year

☐ **Unsatisfactory for permanent teachers =Improvement plan to be developed/evaluation next year

_____ _____

Teacher Signature Date

_____ _____

Evaluator Signature Date

**Signature indicates the evaluation has been read and discussed. Teachers who disagree with their summative evaluation may, within five (5) days of receipt, respond in writing and have such comments attached to the evaluation in their personnel file.*

Benicia Unified School District
****Teacher Professional Growth Plan Form 4**

Teacher Name: _____ **Site:** _____ **Evaluator:** _____

Start Date: _____ **Completion Date:** _____ **Grade/Subject:** _____

Professional Growth Plan Successfully Completed? ☐ **Yes** ☐ **No**

**Highlight the Domain and Component(s) that will be the focus of this professional growth plan. The Domain/components must include the areas marked Basic on your last observation.*

Domain 1: Planning and Preparation	**Domain 2: Classroom Environment**	**Domain 3: Instruction**	**Domain 4: Professional Responsibilities**
1a: Demonstrating knowledge of content and pedagogy 1b: Demonstrating knowledge of students 1c: Setting instructional outcomes 1d: Demonstrating knowledge of resources 1e: Designing coherent instruction 1f: Designing student assessments	2a: Creating an environment of respect and rapport 2b: Establishing a culture for learning 2c: Managing classroom procedures 2d: Managing student behavior 2e: Organizing physical space	3a: Communicating with students 3b: Using questioning and discussion techniques 3c: Engaging students in learning 3d: Using assessment in instruction 3e: Demonstrating flexibility and responsiveness	4a: Reflecting on teaching 4b: Maintaining accurate records 4c: Communicating with families 4d: Participating in a professional community 4e: Growing and developing professionally 4f: Showing professionalism

Focus statement based on Domain(s) and Component(s) highlighted above written in terms of student outcomes:			
Describe the activities you will do to work toward your focus statement written above:	What is your timeline for each activity?	What other resources will you need to better achieve your focus statement written above?:	What support will you need to better achieve your focus statement written above?:

Summative Reflection: Were your focus statement(s) achieved? How did they impact instruction?

_____ _____

*Teacher Signature Date

_____ _____

Evaluator Signature Date

**Professional Growth Plan is recommended to be created jointly by the evaluator and the permanent teachers who receive an overall rating of Basic in one or more Domains on one of their two observations.

**In the case of a disagreement between the permanent teacher and their evaluator regarding the Professional Growth Plan, the teacher may write a response within five (5) work days of receipt, and have it attached to the Professional Growth Plan. Signature does not constitute endorsement in case of disagreement (as described above) of the Professional Growth Plan, but indicates the Plan has been read and discussed.*

Benicia Unified School District
****Teacher Improvement Plan Form 5**

Teacher Name: _____ **Site:** _____ **Evaluator:** _____

Start Date: _____ **Completion Date:** _____ **Grade/Subject:** _____

Improvement Plan Successfully Completed ☐ **Yes** ☐ **No**

**Highlight the Domain and Component(s) that will be the focus of this improvement plan. The Domain/Components must include the areas marked Basic and Unsatisfactory on your last observation.*

Domain 1: Planning and Preparation	Domain 2: Classroom Environment	Domain 3: Instruction	Domain 4: Professional Responsibilities
1a: Demonstrating knowledge of content and pedagogy 1b: Demonstrating knowledge of students 1c: Setting instructional outcomes 1d: Demonstrating knowledge of resources 1e: Designing coherent instruction 1f: Designing student assessments	2a: Creating an environment of respect and rapport 2b: Establishing a culture for learning 2c: Managing classroom procedures 2d: Managing student behavior 2e: Organizing physical space	3a: Communicating with students 3b: Using questioning and discussion techniques 3c: Engaging students in learning 3d: Using assessment in instruction 3e: Demonstrating flexibility and responsiveness	4a: Reflecting on teaching 4b: Maintaining accurate records 4c: Communicating with families 4d: Participating in a professional community 4e: Growing and developing professionally 4f: Showing professionalism

Description of the deficiencies:

Improvement Expectation:

Recommended activities and strategies to address deficiencies	Assessment and evidence of successful completion of improvement plan	Timeline for completion	Suggested resources

Teacher's Summative Self Reflection/Evaluation: Report on your progress toward meeting the identified areas in need of improvement and completion of improvement expectations. Please cite specific evidence.
Evaluator's Summative Report: Report on the teacher's progress toward meeting the identified areas in need of improvement and improvement expectations. Please cite specific evidence.

_____ _____

*Teacher Signature Date

_____ _____

Evaluator Signature Date

**Improvement Plan is recommended to be created jointly by the evaluator and the temporary, probationary, or permanent teachers who receive an overall rating of Unsatisfactory in one or more Domains on one of their two observations.

**In the case of a disagreement between the permanent teacher and their evaluator regarding the Improvement Plan, the teacher may write a response within five (5) days of receipt, and have it attached to the Improvement Plan. Signature does not constitute endorsement in case of disagreement (as described above) of the Improvement Plan, but indicates the Plan has been read and discussed.*

Benicia Unified School District
Teacher Summative Evaluation Report Form 6

Key
D=Distinguished
P=Proficient
B=Basic
U=Unsatisfactory

Teacher Name: _____ **Site:** _____

Date of Summative Evaluation: _____ **Grade/Subject:** _____ **Evaluator:** _____

☐ **Temporary** ☐ **Probationary I** ☐ **Probationary II** ☐ **Permanent**

☐ *Basic for permanent counselors=Improvement plan to be developed/evaluation next year

☐ **Unsatisfactory performance =Improvement plan to be developed/evaluation next year

Domain 1: Planning and Preparation *Domain rating:*_____	**Evidence/Comments**
1a: Demonstrating knowledge of content and pedagogy 1b: Demonstrating knowledge of students 1c: Setting instructional outcomes 1d: Demonstrating knowledge of resources 1e: Designing coherent instruction 1f: Designing student assessments	

Domain 2: Classroom Environment *Domain rating:*_____	**Evidence/Comments**
2a: Creating an environment of respect and rapport 2b: Establishing a culture for learning 2c: Managing classroom procedures 2d: Managing student behavior 2e: Organizing physical space	

Domain 3: Instruction *Domain rating:_____*	**Evidence/Comments**
3a: Communicating with students 3b: Using questioning and discussion techniques 3c: Engaging students in learning 3d: Using assessment in instruction 3e: Demonstrating flexibility and responsiveness	

Domain 4: Professional Responsibilities *Domain rating:_____*	**Evidence/Comments**
4a: Reflecting on teaching 4b: Maintaining accurate records 4c: Communicating with families 4d: Participating in a professional community 4e: Growing and developing professionally 4f: Showing professionalism	

Additional Comments:

_____ _____

*Teacher Signature Date

_____ _____

Evaluator Signature Date

**Signature does not constitute endorsement of the observation, but indicates the evaluation has been read and discussed. Teachers who disagree with their summative evaluation may, within five (5) work days of receipt, respond in writing and have such comments attached to the evaluation in their personnel file.*

Tentative Agreement

ARTICLE 22 - DURATION

Three year deal until June 30, 2023 with reopeners for Article 2 Wages and Article 5 Benefits, Article 8 Safety and one other article each for the ~~2021-22~~ 2022-23 school year.

A. This Agreement shall be effective from date of approval, and continue in full force and effect until June 30, 2023, and year to year thereafter unless one (1) party notifies the other of a desire to meet and negotiate a successor agreement not less than ninety (90) or more than one hundred twenty (120) days prior to the expiration of this Agreement. Such notice shall be in the form of written proposals submitted to the other in public session in order to initiate the public notice requirement of law.

B. The parties will "sunshine" their reopeners by April 1 of each year. Reopeners 2021-22 for wages, benefits, safety and one other article each ~~proposed pilot evaluation procedure~~.

C. In witness whereof, the Association has caused this Agreement to be signed by its President, and the Board has caused to be signed by its chairperson, attested by its clerk.

Cheryl M. Olson
Cheryl M. Olson, BTA Negotiations Chair

05/21/2021
Date

Khushwinder Gill
Khushwinder Gill, BUSD Chief Negotiator

05/21/2021
Date

APPENDIX R – TK-3rd GRADE
STUDENT ASSESSMENT OR REPORT CARD DAYS

Memorandum of Understanding between Benicia Teachers Association (BTA) and Benicia Unified School District (BUSD)
For the 2020-2021 School Year
May 21, 2021

BTA and BUSD agree that for full-time classroom teachers assigned to Transitional Kindergarten, Kindergarten, 1st, 2nd, and 3rd grade will be granted one day of release per trimester during the 2021-22 school year only. Such days shall be arranged by the teacher and site administrator. If a teacher gets called back into work because no substitute is available, the teacher may choose to take another sub day that trimester or be paid via timesheet at the nonstudent rate for the hours spent writing report cards up to 5.5 hours. If a timesheet is submitted, the teacher will forfeit the sub day for that trimester.

During the 2021-22 school year, TK-3 grade teachers would have the flexibility to use these three days to either conduct assessments or work on report cards.

BTA and BUSD agree to revisit this MOU at the end of 2021-22 school year.

Cheryl M Olson
Cheryl M Olson, BTA Negotiations Chair

5/21/21
Date

Khushwinder Gill
Khushwinder Gill, BUSD Chief Negotiator

5/21/2021
Date