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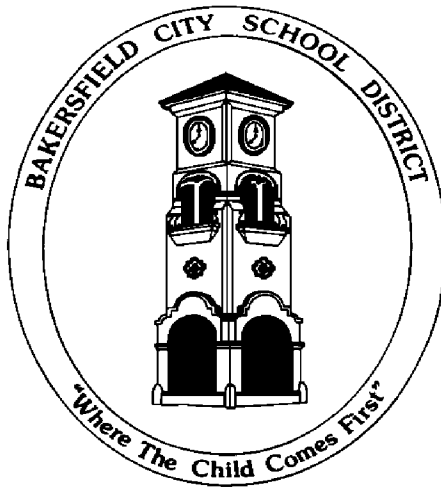
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Collective Bargaining Agreement
between
the Bakersfield City School District
and the
Bakersfield Elementary Teachers Association

July 1, 2003, through June 30, 2006

BOARD OF EDUCATION BAKERSFIELD CITY SCHOOL DISTRICT

Board of Education

Kenton A. Weir, Jr.President
Jerry C. TatePresident Pro Tem
Lillian TafoyaClerk
Karen DeWaltClerk Pro Tem
Al GutierrezMember

District Negotiation Team

Michael D. Lingo, Assistant Superintendent, Business Services.....Board's Representative
Hugh McGowan, PrincipalSequoia
Wanda Bradford, PrincipalMunsey
Russell Taylor, District Complaint Officer.....Personnel Services

DR. JEAN FULLER, SUPERINTENDENT

Education Center - 1300 Baker Street
Bakersfield, California 93305
(805) 631-4600

BETA Negotiation Team

Pam BaugherBargaining Chairperson
Steve Bass Member
Rich RichardsonMember
Dennis Reed..... Member
Mavie Thomas Member

Helen Collins, BETA President
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837 "H" Street, Bakersfield, California 93304
(661) 327-4567

Jimmy Ellis, Executive Director
Bakersfield Elementary Teachers Association (BETA)
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PREAMBLE

The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Education of the Bakersfield City School District, herein known as "District," and the Bakersfield Elementary Teachers Association/CTA/NEA, herein known as "Association," an employee organization.

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code "Act," as in effect July 1, 2003.

This Agreement shall continue in effect until June 30, 2006, and will thereafter continue in effect until one of the parties notifies the other in writing of a request to modify, terminate, or amend the Agreement.

The Association agrees to propose any changes for a successor contract by February 1, 2006, and the District agrees to respond to such proposals by the second regularly scheduled Board of Education meeting after receipt of such proposed changes.

Article 1: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District as set forth in Appendix A, as defined in the Act, for the purposes of meeting and negotiating.

Article 2: GRIEVANCE PROCEDURE

The Association and/or grievant may file or process a written allegation that there has been a violation, misapplication or misinterpretation of the specific terms of this agreement.

A day for the purpose of this article shall be any one of the working days as set forth in Article 4: Hours. (See Section 4.1) The immediate supervisor is the lowest level administrator having jurisdiction over the grievant who has been designated by the District to adjust grievances.

2.1 Level I

Within twenty (20) days of when the grievant knew or should reasonably have known of the act or omission giving rise to the grievances, the grievant must present such grievance in writing to the immediate supervisor.

This statement shall be a clear, concise, statement of the grievances, the provision(s) of the Agreement involved, and the specific remedy sought.

The supervisor shall communicate a decision to the unit member in writing within seven (7) days after receiving the grievance.

Within the same time limits either party may request a personal conference with the other party.

2.2 Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten days.

The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits.

2.3 Level III (Grievance Mediation)

Within ten (10) days of the receipt of the decision at Level II, the grievant may, if not satisfied with the decision, submit a request in writing to the Superintendent and the Association for grievance mediation. If both the Association and the District agree to grievance mediation, the parties shall attempt to agree on a mediator.

If no agreement is reached, the parties shall request the State Conciliation Service to supply a panel of five (5) names of mediators. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the mediator. The order of striking shall be determined by lot.

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1 The fees and expenses of the mediator and mediation shall be borne
2 equally by the District and the Association. All other expenses shall be borne by
3 the party incurring them.

4 Prior to the mediation, the parties shall attempt to agree upon a joint
5 statement of the issue(s).

6 All pertinent parties are encouraged to utilize the advisory grievance
7 mediation process as a possible alternative to binding arbitration.

8 **2.4 Level IV (Arbitration)**

9 Within ten (10) days of the end of the grievance mediation process, the
10 grievant may, if not satisfied with the result of the grievance mediation process,
11 submit a request in writing to the Superintendent and the Association for final
12 and binding arbitration of the dispute.

13 Upon the notification by the Association of a request to arbitrate, the
14 parties shall attempt to agree upon an arbitrator. If no agreement on an
15 arbitrator can be reached within ten (10) days of the request for arbitration, the
16 parties shall request the State Conciliation Service to supply a panel of five (5)
17 names of arbitrators. Each party shall alternately strike a name until only one
18 (1) name remains. The remaining panel member shall be the arbitrator. The
19 order of striking shall be determined by lot.

20 The fees and expenses of the arbitrator and the hearing shall be borne
21 equally by the District and the Association. All other expenses shall be borne by
22 the party incurring them.

23 The arbitrator will have no power to add to, subtract from or modify the
24 terms of this Agreement or the written policies, rules, regulations and
25 procedures of the District.

26 If a question arises as to the arbitrability of a grievance, such question
27 shall first be resolved by the arbitrator prior to a hearing on the merits of the
28 grievance.

1 Prior to the hearing, the parties shall attempt to agree upon a joint
2 statement of the issue(s). If such submission is not agreed upon by the parties,
3 the arbitrator shall refer to the grievance and the responses thereto in order to
4 determine the issue(s).

5 After a hearing and after both parties have had an opportunity to make
6 written arguments, the arbitrator shall submit in writing to all parties, his/her
7 decision relating to the alleged violation of the specific provision(s) of this
8 Agreement which shall be final and binding upon the parties.

9 The processing of a grievance beyond Level III shall constitute an express
10 election on the part of the grievant that the grievance/arbitration procedure is
11 the chosen forum for resolving the issue(s) contained in the grievance.

12 **2.4.1** Nothing contained herein will be construed as limiting the right of any
13 unit member having a grievance to discuss the matter with any appropriate
14 member of the administration, and to have grievances adjusted without
15 intervention by the Association, provided that prior to any agreement upon a
16 resolution of a grievance, the Association will be provided a copy of the
17 grievance and the proposed resolution, and in addition will be provided ten (10)
18 days in which to file a response to the proposed resolution regarding whether
19 the adjustment of the grievance is inconsistent with the terms of the Collective
20 Bargaining Agreement.

21 **2.4.2** A grievant shall have the right to have an Association representative or
22 other representative of his/her choice at Levels I and II of the grievance
23 procedure. This clause shall not be interpreted to expand the release time
24 provision in Section 2.4.7.

25 **2.4.3** If several grievances are filed which contain the same issue and
26 underlying facts, then such grievances may be combined for a single disposition
27 and/or hearing, provided the grievants, the Association, and the District agree to
28 such consolidation.

1 **2.4.4** The time limits specified at each level should be considered to be
2 maximums, and every effort should be made to expedite the process. However,
3 if the District does not respond within the specified time limits the grievance is
4 automatically moved to the next level; and if the grievant fails to appeal within
5 the specified time limits, such failure will constitute an automatic withdrawal of
6 the grievance.

7 **2.4.5** In the event a grievance is filed at such a time that it cannot be
8 processed by the end of the school year, and if left unresolved until the
9 beginning of the following school year, could result in harm to an aggrieved
10 person, the time limits set forth herein will be reduced so that the procedure
11 may be exhausted prior to the end of the school year or as soon as is
12 practicable.

13 **2.4.6** Forms for filing grievances shall be prepared jointly by the District and
14 the Association within five (5) days of ratification of the Agreement.

15 **2.4.7** Time off from duties will be granted for the processing of grievances past
16 Level I of the grievance procedure, Article 2, Section 2 herein, for unit members
17 who are designated as Association representatives, subject to the following
18 conditions:

19 (a) by not later than thirty (30) days following the signing of this
20 Agreement the Association will designate in writing to the Superintendent, the
21 names of ten (10) unit members who are to receive the time off;

22 (b) twenty-four (24) hours prior to release from duties for grievance
23 processing the designated representative informs his/her immediate supervisor
24 in order that an adequate substitute may be obtained, if such is necessary; and

25 (c) that such time-off shall be limited solely to representing a grievant in
26 a conference with a management person, beyond Level I, and in no way shall
27 this limitation include use of such time for matters such as gathering
28 information, interviewing witnesses, or preparing a presentation.

1 A grievant, or any unit member required to appear as a witness in a
2 hearing at Level II or IV, or in a mediation at Level III, shall be released from
3 assigned duties without loss of compensation.

4 **2.4.8** No reprisals of any kind will be taken by any District representative
5 against a grievant or any member of the bargaining unit for participation in the
6 grievance procedure by reason of such participation.

7 **2.4.9** All documents and records dealing with grievances shall be kept in files
8 that are separated from the regular personnel files. However, such separation
9 shall not be construed as constituting a separate personnel file for purposes of
10 the Education Code.

11 **Article 3: DISTRICT RIGHTS**

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

24 The exercise of the foregoing powers, rights, authority, duties and
25 responsibilities by the District, the adoption of policies, rules, regulations and
26 practices in furtherance thereof, shall be limited only by the specific and express
27 terms of this Agreement.

28 ///

Article 4: HOURS

4.1 The number of scheduled work days shall be one hundred eighty-two (182) annually. (See Sections 4.17.4 and 4.18, Instruction Days Per School Year)

4.2 Work Day

4.2.1 The length of the teacher work day, including a thirty (30) minute uninterrupted duty-free lunch, relief periods and time required before and after school shall be seven (7) hours and fifteen (15) minutes, hereafter referred to as regular duty hours.

4.2.2 The workdays for unit members shall be established between 7:30 A.M. and 3:15 P.M. unless mutually agreed upon by a majority of unit members at the job site and their immediate supervisor, or for extreme emergency purposes due to vis major conditions.

4.2.2.1 Notwithstanding Section 4.2.2 the immediate supervisor may require A.M. Kindergarten teachers who share a classroom and special education teachers to begin and end their normal workday of seven (7) hours and fifteen (15) minutes (eight hour stipend) earlier than other unit members at the school site, but within the normal limits of 7:30 A.M. to 3:15 P. M. (7:30 A.M. to 4:00 P.M. stipend).

4.2.3 For purposes of definition, "preparation/planning time," as used in Section 4.2.4 refers to a designated period of not less than forty (40) minutes in seventh and eighth grade and thirty (30) minutes in the Kindergarten through sixth grade teacher's duty day.

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4.2.4 Preparation/Planning Time

In grades Kindergarten through eight (8), recognizing the need to conserve the classroom teacher's preparation/planning time, there shall be over the school year no more than an average of two and one-half (2 1/2) mandated building staff meetings required by the principal during the classroom teacher's preparation period during a school month.

Excluded from this provision are conferences, committee meetings including but not limited to: building advisory, safety, and school guidance. Also excluded are meetings necessitated by participation in specially funded programs, programs mandated by State or Federal law, as well as, special optional programs with which a majority of the certificated school staff has voted to participate.

Meetings scheduled on minimum days shall not count toward any limitations of number of meetings provided that such meetings do not interfere with the planning/preparation time for that day.

A conference as used in this section, is a meeting called by the principal of two (2) or more persons (not an entire staff), either for discussing matters of common concern or for a formal interchange of views, or for the purpose of presenting a view.

4.3 The length of the unit member duty day and number of annual duty days of unit members receiving stipends is listed in Article 4.12.

4.4 Limitation on Additional Required Duty

4.4.1 Unit members shall not be required to perform any duty on days outside of the one hundred eighty-two (182) duty days as specified in the school year calendar, Appendix B, pursuant to Sections 4.17 and 4.19. (See Sections 4.17.4 and 4.18, Instruction Days Per School Year)

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1 **4.4.2** Unit members shall not be required to perform duties which begin after
2 regular duty hours with the exception of a single open house activity limited to
3 two (2) hours and terminated not later than 8:00 p.m.

4 **4.4.3** Required duties that begin during the regular duty day and extend
5 beyond shall be minimal in number, shared as equally as possible by all unit
6 members at a particular site and shall not extend more than fifteen (15) minutes
7 beyond the end of the regular duty day, unless the safety of the pupils due to a
8 delayed bus schedule requires an additional fifteen (15) minutes.

9 Unit members shall be compensated at the regular hourly rate for
10 required duties extending beyond normal duty hours provided the unit member
11 is specifically directed by his/her immediate supervisor to perform said duty.

12 **4.4.4** Unit members, although not required, are encouraged to volunteer for
13 duty outside of regular duty hours. Voluntary duties currently paid at the rate
14 established (14.7) shall continue to be so compensated.

15 **4.5 Noon Duty Supervision**

16 **4.5.1** All unit members shall be entitled to a duty free uninterrupted lunch
17 period of not less than thirty (30) minutes.

18 **4.5.2** Unit members shall not be required to supervise students during
19 students' lunch period, subject to the provisions of Sections 4.5.3 through 4.5.10
20 below.

21 **4.5.3** Noon duty supervision may be assigned to teachers on an extra pay
22 basis. If unit members, excluding counselors and office teachers, are assigned
23 to noon supervision, they shall be paid at the rate of Twenty Dollars (\$20.00)
24 per hour.

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1 **4.5.4** The principal shall have the freedom to select other options for
2 supervision of students during the students' lunch period, and shall give priority
3 in the absence of teacher volunteers for noon duty supervision, to securing non-
4 certificated personnel for noon duty supervision. Such options may include, but
5 are not limited to, employment of non-certificated noon time assistants,
6 employment of certificated and non-certificated campus supervisors, the
7 granting of a stipend to unit members selected for campus supervision which
8 might include supervision of students at times other than the noon period.

9 **4.5.5** The stipend for campus supervision (with hours adjusted to include an
10 additional forty-five (45) minutes, i.e., eight (8) hours shall be one thousand two
11 hundred seven dollars (\$1,207). This provision supersedes the pay statement in
12 Section 4.5.3.

13 **4.5.6** Volunteering for paid noon duty, either on an hourly basis or on a stipend
14 basis, does not excuse a unit member from regularly assigned yard and building
15 supervision.

16 **4.5.7** The principal shall have sole responsibility in selecting the unit members
17 designated for noontime supervision.

18 **4.5.8** Such noontime supervision duty shall be voluntary, subject to Section
19 4.5.10.

20 **4.5.9** In cases where there is/are not a volunteer(s) or said volunteer(s) is/are
21 absent, the principal shall assign from a volunteer pool of certificated staff as
22 needed for the absent designated noon duty supervisor(s), to be paid at the
23 current project rate as stipulated in Section 14.7 of this Collective Bargaining
24 Agreement.

25 This provision shall not prohibit the principal from selecting from
26 substitute non-certificated noon time supervisors if such back-up persons are
27 available.

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1 **4.5.10** If the principal is unable to assign a replacement for the noon
2 supervisor from the volunteer pool, said principal shall assign noon duty on an
3 equitable rotational basis at the current project rate as stipulated in Section 14.7
4 of the Collective Bargaining Agreement.

5 **4.6 Minimum Days**

6 The day before Thanksgiving Vacation, the day before Winter Vacation,
7 and the last day of school shall be minimum days. The District may designate
8 other days as minimum days without incurring a bargaining obligation.

9 **4.7 Dismissal on Minimum Days**

10 Teachers shall be free to leave work ten (10) minutes after the dismissal
11 of the last scheduled minimum day class on the minimum days before
12 Thanksgiving Vacation and Winter Vacation, and also on the REGULAR day of the
13 annual Open House event and on the REGULAR day before Spring Vacation.
14 Exceptions to this provision shall be deemed permissible if the principal or
15 designee determines that there is a need for supervision of students within the
16 regular duty day by one (1) or more unit members. An example of such need
17 would be the supervision of students waiting for a bus to take them home. Such
18 assignments shall be according to a regular duty roster or otherwise on a
19 rotational basis utilizing teachers on the yard duty schedule.

20 **4.8** On the last day of duty for the school year unit members assigned to
21 schools may leave after duties are completed and they are checked out with the
22 principal.

23 **4.9** It shall be the responsibility of the site administrator to see that through
24 class and assignment schedules, each unit member, including Kindergarten and
25 K-1 teachers, have time for a physical relief break.

26 **4.10** Unit members who travel from one school to another on a regular basis
27 shall have the same rights to a planning/preparation period, lunch period, and
28 physical relief breaks as do other unit members.

4.11 With respect to the various meetings required by the Federal Regulations governing Individualized Education Programs for handicapped children, the following shall apply: (1) the District shall make a good faith effort to schedule meetings during daily work hours, rather than at night; (2) for bargaining unit members who are not normally assigned classroom responsibility, the District shall make a good faith effort to provide compensatory time off if the burden of night meetings becomes substantial; (3) for classroom teachers, the District shall, if such meetings become a substantial additional burden, make a good faith effort to schedule the meetings in such a way as to minimize the burden, including, where appropriate, scheduling of several such meetings on the same day on a released time basis.

4.12 The following unit members shall work an additional forty-five (45) minutes per day and shall work days per year as stipulated:

Speech Therapist	192
Teacher, Communicatively Handicapped	192
Counselor	192
Resource Specialist	182
Library Media Specialist	192
Specialist (Various)	190
Teacher/Office	182
Curriculum Commission (3 hours/week)	182

4.12.1 Notwithstanding 4.12, the following unit members who hold clear California Credentials and/or full California certification required for their assigned position shall work additional minutes per day and shall work days per year as stipulated:

Counselor, (School-Based)	\$3,620
Counselor, Jr. High Middle School	\$3,620
Counselor	\$3,420

1	Counselor, Part-Time	\$1,710
2	Program Specialist, Special Education	\$3,420
3	Program Specialist, Family Support, BTSA (11-month)	\$5,120
4	Program Specialist, School-Based	\$4,010
5	Program Specialist	\$4,010
6	Magnet Specialist	\$4,010
7	Library Media Specialist	\$3,100
8	Resource Specialist	\$1,820
9	Resource Teacher, General Classroom	\$4,500
10	Specialist (Various)	\$4,010
11	Speech Therapist	\$4,413
12	Teacher/Office	\$2,730
13	Peer Assistance and Review Council (PAR)	\$2,500
14	Consulting Teacher, Full-Time (Peer Assistance & Review)	\$5,000

POSITIONS LISTED BELOW

Academic Coach (\$4,010)

190 Days @ 8 Hours

Counselor, School-Based/Elementary (\$3,620.00)

182 Days @ 8 Hours+ (5 Days @ 6 Hours, 54 Minutes)

Counselor – Junior High/Middle School (\$3,620.00)

182 Days @ 7 Hours 45 Minutes + Ten Days @ 8 Hours

Counselor (\$3,420.00)

May be assigned to various counselor schedules, at the option of the District

Counselor, Part-Time (\$1,710.00)

192 Days @ 4 Hours

Counselor, Assigned to Education Center, (\$3,420.00)

May be assigned to either counselor schedules, at the option of the District

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***Junior High/Middle School Teacher (Effective 2003-04 School Year Only)**

Seven full instructional periods (**One-time payment: \$2,000.00**)

182 days @ 7 hours 15 minutes

***Junior High/Middle School Teacher (Effective 07-01-04)**

182 days @ 7 hours 15 minutes

Seven full daily instructional periods (**Annual Stipend: \$2,000.00**)

*NOT including those assigned to Rafer Johnson Community School

Nurse

184 Days @ 7 hours 15 minutes (\$363)

Program Specialist, Special Education (\$3,420.00)

182 Days @ 7 Hours 45 Minutes + 10 Days @ 8 Hours

Program Specialist, Family Support: BTSA (\$5,120.00) – 11-Month

11-month positions

Program Specialist, School-Based (\$4,010.00)

190 Days @ 8 Hours

Program Specialist (\$4,010.00)

190 Days @ 8 Hours

Magnet Specialist (\$4,010.00)

190 Days @ 8 Hours

Library Media Specialist (\$3,100.00)

182 Days @ 7 Hours, 45 Minutes + (8 Days @ 8 Hours)

Resource Specialist (\$1,820.00)

182 Days @ 7 Hours, 45 Minutes

Resource Specialist—Fully Credentialed (\$1,820.00)

182 Days @ 7 Hours, 30 Minutes

Resource Teacher, General Classroom (\$4,500.00)

185 Days @ 7 Hours 45 Minutes + 53 Hours by Arrangement

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Specialist (Various) (\$4,010.00)

190 Days @ 8 Hours

Speech Therapist (\$4,413.00)

187 Days @ 8 Hours

Teacher/Office (\$2,730.00)

182 Days @ 8 Hours

Teacher, Communicatively Handicapped (\$4,413.00)

187 Days @ 8 Hours

Peer Assistance & Review Council (PAR) (\$2,500.00)

Up to 62.5 hours of related duties outside of regular duty hours/day/year

Consulting Teacher, Full-Time (\$5,000.00)

Peer Assistance & Review (PAR)

“Up to 125 hours of service to the District outside of regular duty hours/day/year”

4.13 Kindergarten & Primary Grade Teacher Instructional Time

4.13.1 Unit members assigned to Kindergarten classes shall have the same workday as teachers in grades one (1) and two (2).

4.13.2 Kindergarten teachers shall be available, at the discretion of the principal and within the instructional time limitations described in other subsections of this section, for assistance or assignment in the instructional program of the primary grades when not actually teaching a Kindergarten class.

This section shall not prohibit the District from utilizing the Kindergarten teacher entirely in the Kindergarten program, either in an, “extended” Kindergarten session or in assisting another Kindergarten class that may be in a different time frame.

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1 **4.13.3** Additional instructional minutes beyond Kindergarten class-room time
2 shall be limited to use as an instructional resource to primary teachers for
3 instruction of small groups, individual tutoring, remediation of proficiency skills,
4 and others as may be agreed to by the Kindergarten teacher and the principal at
5 each site.

6 **4.13.4** The schedule, specific duties, and location for such time shall be
7 established in advance, except for unforeseen circumstances of an emergent
8 nature. It is not the intention of this section to utilize Kindergarten teachers in a
9 manner so as to avoid hiring a substitute teacher in the primary grades when it
10 is feasible and appropriate to do so.

11 **4.13.5** *Student contact time for Kindergarten teachers may be up to two*
12 *hundred thirty-two (232) minutes (including recesses for Kindergarten session).*

13 **4.13.6** *Student contact time for K/1, first and second grade teachers may be up*
14 *to two hundred ninety-three (293) minutes, except for staggered schedules,*
15 *which may be up to three hundred thirteen (313) minutes, exclusive of recesses.*

16 **4.13.7** No Kindergarten, Kindergarten/First, First, Second, or Third grade
17 teacher shall be assigned to a staggered schedule without that teacher's
18 consent.

19 **4.13.8 Extended Kindergarten**

20 Daily student contact time with Kindergarten students for Kindergarten
21 (K) and Kindergarten/First (K/1) teachers assigned to an extended-day
22 Kindergarten schedule in an unshared classroom (one teacher and class of
23 students per classroom) may be up to two-hundred forty (240) minutes,
24 exclusive of recess.

25 K and K/1 teachers who are assigned to two-hundred forty (240)
26 minutes of daily student contact time with Kindergarten students shall receive
27 an annual supplemental budget of Five Hundred Dollars (\$500.00).

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The annual supplemental budget shall be available to K or K/1 teachers assigned to a qualifying classroom not later than ten (10) days after assignment. The annual Five Hundred Dollar (\$500.00) supplemental budget shall be in addition to all other supply budgets available to classroom teachers at the assigned site and may be used to order, through BCSD Purchasing Services, classroom instructional materials or equipment from any district-approved vendor, or for other District-approved educational activities.

Nothing in this agreement shall preclude two (2) or more qualifying teachers from pooling their annual Five Hundred Dollar (\$500.00) supply budget to purchase classroom instructional equipment, or materials for other District-approved educational activities.

K or K/1 teachers assigned to a qualifying classroom after October 1st shall receive the supply budget, prorated on the basis of Fifty Dollars (\$50.00) per school month, not later than ten (10) days after assignment.

No Kindergarten/first grade class participating in the Kindergarten extended-day schedule shall be on a staggered schedule.

4.14 Speech Therapists & Severe Developmental Language (SDL)

Teachers employed by the District prior to January 1, 1980, shall, at their option and written request to Personnel Services, work the regular contract hours of seven (7) hours and fifteen (15) minutes for one hundred eighty-two (182) days according to Article 4, and such Speech Therapists and SDL teachers are paid according to the Salary Schedule without a stipend. (See 4.17.4 and 4.18, Instruction Days Per Year)

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4.15 Student Contact Time (Effective 7-1-98)

Kindergarten	232
Kindergarten/First	293
* Grade 1	293
* Grade 2	293
Grade 3	293
Grade 4	313
Grade 5	313
Grade 6	313
Middle School/Jr. High	up to 313 **

*Staggered schedules may be up to 313 minutes.

** Inclusive of advisory periods but exclusive of passing time.

4.15.1 The site administrator shall ensure that the number of minutes of yard duty assigned to Kindergarten and Kindergarten/First teachers shall not differ substantially from the number of minutes of yard duty assigned to first, second, and third grade teachers at the same school.

4.16 Junior High Department Leaders/Curriculum Commission

Unit members assigned by the immediate supervisor to the specific position of Department Leader at a junior high school or middle school shall be compensated at the project rate pursuant to Section 14.7, for required duty, as determined by the immediate supervisor, that occurs outside of the regular duty day.

4.17 Calendar

4.17.1 The number of workdays referenced in Section 4.1 shall be distributed for 2003-04 according to the calendar in Appendix B.

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1 **4.17.2** The calendar for 2004-05 and 2005-06 shall follow the format of the
2 2003-04 calendar with the same number of duty days adjusted to calendar
3 variance. Any substantive change in the calendar will be proposed for
4 negotiation, but changes due to calendar variance only need not be negotiated
5 further.

6 **4.17.3** The parties agree that in the event school is closed because of
7 inclement weather or for other purpose, a make-up day will be scheduled to
8 take the place of the day(s) school is/are closed, so that one hundred eighty
9 (180) days of instruction are maintained. Such make-up days shall be without
10 additional pay.

11 **4.17.4** Pursuant to 4.17.3, the calendar shall include two (2) additional student
12 attendance days to be utilized only in the event that it is necessary to maintain
13 One Hundred Eighty (180) instructional days for the school year.

14 **4.18 Instruction Days Per School Year**

15 The regular work year for unit members shall be one hundred eighty-two
16 (182) days (one hundred eighty (180) instructional days).

17 Unit members in their first year of service with the District shall work an
18 additional four (4) days for in-service at the beginning of the year (186 annual
19 duty days).

20 Unit members in their second year of service with the District shall
21 work an additional two (2) days (184 annual duty days).

22 For not less than one (1) of the additional days listed above, both first
23 and second-year unit members shall work at the assigned site on assigned
24 duties, including classroom preparation.

25 **4.19 Year-Round Education Program (at McKinley School)**

26 **1.** One hundred eighty (180) days of regular instruction. *The program will*
27 *include twenty-five (25) days of intersession and will end at the same time the*
28 *regular session ends in June.*

1 2. Assignments to the Year-Round Education program shall be voluntary on
2 the part of teachers, who will be given an opportunity to make application for the
3 position. Preference will be given to applicants wishing to also teach in the
4 intersessions.

5 3. Pay for the intersession days shall be at the pro-rata rate of the teacher's
6 regular salary.

7 4. The District shall have the sole responsibility of determining the need for
8 and the assignment of Year-Round Education teachers to intersessions. In
9 other words, the Year-Round Education teachers shall not have an inherit right
10 to intersession employment, because of possible enrollment fluctuations in the
11 intersession. Teachers shall be selected for intersession from the Year-Round
12 Education teachers, to the extent feasible, to best meet program needs for the
13 intersession.

14 **4.20 Teacher Compensation (IF SUBSTITUTES ARE UNAVAILABLE)**

15 In the event that substitute teachers are unavailable and after first
16 seeking classroom teacher volunteers, the principal or designee may assign on
17 a rotational basis, classroom teachers assigned to a middle school or junior high
18 school, to substitute during their rotational planning period at the rate of Fifteen
19 Dollars (\$15.00) per period. Classroom teachers who volunteer to substitute
20 during their rotational planning period shall be paid Fifteen Dollars (\$15.00) per
21 period. Nothing in this agreement shall preclude the District from assigning
22 other unit members, without additional compensation, to work as substitute
23 teachers.

24 Such unit members in junior high and middle school shall be assigned
25 only in the event that substitute teachers, and classroom teachers who
26 volunteer or are assigned to substitute during their rotational planning period,
27 are unavailable.

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1 A classroom teacher, assigned to teach a physical education class in a
2 junior high or middle school, is subject to the conditions and benefits pursuant to
3 4.20.1 if and only if, he/she is assigned additional students from the class of an
4 absent teacher because of the unavailability of a substitute teacher or unit
5 member period substitutes.

6 **4.20.1** In K-5 and K-6 schools, but not including summer school and
7 intercessions, if the District is unable to assign a substitute teacher for a
8 classroom teacher absence for which a substitute is allocated according to
9 District procedures, and such absence is reported according to District
10 procedures, then the classroom teacher receiving additional students shall be
11 entitled to additional compensation, subject to the conditions specified herein.
12 For each group of five (5) students assigned from another classroom teacher's
13 class, the receiving teacher shall be paid Two Dollars and Fifty Cents (\$2.50)
14 per hour not to exceed Fifteen Dollars (\$15.00) for the entire school day.

15 Any fraction of an hour less than .5 (one-half) shall not be counted.
16 Any fraction equal to more than .5 (one-half) shall be counted as 1.0 (one) hour.

17 *It will be the sole responsibility of the classroom teacher receiving*
18 *students from the absent classroom teacher's classroom to accurately complete*
19 *the District form, with necessary signatures, for this purpose and submit such in*
20 *a timely manner so that it is received in Personnel Services within five (5) days*
21 *of receiving the additional students. Any failure to comply with the terms and*
22 *conditions of this section shall be considered as sufficient cause for denial of*
23 *any claim for payment.*

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4.21 Flex Time

Effective July 1, 2002, notwithstanding any other provision of this agreement, in addition to any banking time or extended day programs at a particular site, an additional total of up to sixty (60) minutes each school month, but limited to a total of four (4) school months each school year, as designated on the annual school calendar, may be added by the immediate supervisor between 7:00 a.m. and 3:45 p.m. without additional compensation.

Such additional time will be scheduled on the same duty day each week, excluding after school dismissal on duty days immediately preceding holidays and vacation periods. The designated week day shall be determined by the majority of certificated employees assigned to the site. The immediate supervisor shall annually poll the eligible certificated employees and communicate the outcome not less than ten (10) duty days prior to the initial activity necessitating extension of the duty day, as described in this section.

The extension of such duty day(s) will be for the purpose of attendance at meetings, training sessions or conferences, including parent conferences, and/or for other educational program needs as determined by the immediate supervisor. Attendance by unit members at activities on such extended duty days shall be mandatory, unless excused by the immediate supervisor, provided five (5) days notice is given.

As an offset, unit member duty day(s) shall be decreased by an equivalent number of minutes in blocks of not less than Fifteen (15) minutes on other duty days, as determined by the immediate supervisor. In order to maintain the safe operation of the school site, it may be necessary to differentiate such reduced duty days among assigned unit members at the site.

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Unit members receiving stipends shall be obligated to serve, by arrangement with the immediate supervisor, an equivalent amount of stipend service time that may be displaced by extension of the seven hour and fifteen minute duty day.

Article 5: LEAVE PROVISIONS

5.1 Requests to be absent from duty for an extended period of time shall be submitted in writing to the principal or department head by the unit member.

5.2 Personal Illness and Injury Leave

5.2.1 Full-time unit members shall be entitled to eleven (11) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the eleven (11) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

Intercession teachers at McKinley School shall earn one (1) additional accumulative sick leave day by teaching the intercessions.

5.2.2 After the annual earned leave as set forth in Section 5.2.1 and Section 5.2.3 is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months of twenty (20) days each, exclusive of Saturdays and Sundays, but including school holidays, provided that the provisions of Section 5.2.4 below are met.

The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a day-by-day substitute. The five-month period shall begin when leave authorized under Section 5.2.1 and Section 5.2.3 is exhausted.

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Day-by-day substitute pay, for purposes of this section, is defined as the pay given to a day-by-day substitute who is not paid on the higher "com-pool" rate.

5.2.3 If a unit member does not utilize the full amount of leave as authorized in Section 5.2.1 above, in any school year, the amount not utilized shall be accumulated from year to year.

5.2.3.1 The interruption of service for a period of thirty-nine (39) months shall void the accumulated sick leave unless the unit member is returning under the provisions of Education Code Section 44931. Leaves of absence shall not be construed to mean an interruption of service within the meaning of this section.

5.2.3.2 Unit members serving less than a school year shall be deducted one day's salary for each day of sick leave taken in excess of school months, or portion thereof, served after expiration of accumulated sick leave.

5.2.3.3 Requests for transfer of accumulated or unused sick leave, for illness or injury, from another school district shall be requested by the unit member and verified in accordance with regulations set forth in Education Code Section 44979.

No credit will be given for days accumulated prior to the 1965-66 school year for certificated employees.

5.2.3.4 Twelve-month unit members who become ill or disabled while on vacation may use accumulated sick leave upon presentation of a certificate from a licensed physician.

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1 **5.2.4** Upon request by District management, a unit member shall be required
2 to verify and/or to present a medical doctor's or Christian Science practitioner's
3 certificate, at District expense, verifying the personal illness or injury and/or
4 medical authorization to return to work. If a medical doctor's or Christian
5 Science practitioner's certification is required the District shall bear the cost of
6 this certification that is in excess of the unit member's health insurance
7 coverage.

8 The District may make all necessary inquiries in order to be fully
9 informed as to the nature and severity of the illness or injury, and to report such
10 findings to the Superintendent or designee. If the report concludes that the
11 absence is not due to personal illness or injury, or that the illness is not
12 sufficiently severe to warrant continued absence, then the Superintendent or
13 designee, after notice to the unit member, may refuse to grant such leave. If
14 requested by the District management, a unit member shall not return to work
15 until he/she submits a medical doctor's or Christian Science practitioner's
16 authorization to return to work.

17 **5.2.5** Unit members shall give reasonable notice to their immediate supervisor
18 when there is a need to be absent. Reasonable notice shall be construed to be
19 two (2) hours prior to start of class session. Exceptions to this will be untimely
20 or emergency health conditions. Failure to provide reasonable notice as set
21 forth in this article shall be grounds for denial of leave with pay.

22 **5.2.6** A unit member who is absent from duty for less than a full day shall have
23 deducted from the accumulated leave increments of one-half (1/2) hour. Any
24 fraction of a half-hour shall count as one-half (1/2) hour.

25 **5.2.7** Each unit member shall be notified of the accumulated sick leave total
26 and sick leave entitlements as of September 1, by not later than October 1 of
27 each school year.

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5.2.8 In addition to the provisions of Section 5.2.1 of this article, which do not apply to unit members employed through a special contract to teach in summer school, summer school teachers shall be entitled to one (1) day of paid sick leave at the daily rate of summer school pay. Credit for allowable sick leave for summer school shall not be accumulative.

5.3 Personal Necessity Leave

5.3.1 Leave which is credited under 5.2.1 of this article may be used for purposes of personal necessity; provided that use of such necessity leave does not exceed seven (7) days in any school year. *Personal Necessity Leave IS deducted from sick leave.*

5.3.2 For purposes of this provision personal necessity leave shall be limited to:

(a) death or serious illness of a member of the unit member's immediate family;

(b) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family;

(c) or other personal necessities which are allowed at the discretion of the Superintendent or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.

5.3.3 Before the utilization of personal necessity leave a unit member must obtain prior written approval from the appropriate management person, except for cases of "a" and "b" in Section 5.3.2 above. Should the circumstances outlined in "a" and "b" arise, the unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

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1 **5.3.4** Under all circumstances a unit member shall verify in writing that the
2 personal necessity leave was used only for purposes as set forth in Section
3 5.3.2 above. A unit member is subject to loss of full pay for the period of
4 absence if the leave was used for purposes other than stipulated.

5 **5.4 Bereavement Leave**

6 **5.4.1** A unit member shall be entitled to a maximum of five (5) days leave of
7 absence without loss of salary on account of death of any member of his/her
8 immediate family. This absence shall be in addition to sick leave allowance,
9 Section 5.2.1.

10 **5.4.2** For purposes of this provision an immediate family member shall be
11 limited to legally established mother, father, grandmother, grandfather, or a
12 grandchild of the employee or of the spouse of the employee, and the spouse,
13 son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member,
14 "step" relations of the above, or any relative living in the immediate household of
15 the above, or any relative living in the immediate household of the unit member.

16 **5.4.3** Absence without loss of salary is allowed for three (3) days upon the
17 death of a relative other than those named in the preceding paragraph or upon
18 the death of a close friend. *This absence shall not be in addition to the annual*
19 *days allowed for sick leave and will be deducted from allowable accumulated*
20 *sick leave.*

21 **5.4.4** The District shall require the use of Bereavement Leave before Personal
22 Necessity Leave days are used for purposes allowed in this paragraph.

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5.5 Leave for Pregnancy Disability

5.5.1 Unit members are entitled to use sick leave as set forth in Section 5.2.1 and Section 5.2.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. The District management may require a verification of the extent of disability or a physical examination of the unit member by a physician appointed and compensated by the District.

5.5.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Section 5.2.1 and Section 5.2.2 has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed and compensated by the District.

5.5.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable; i.e., same grade or subject, to that held at the time the leave commenced.

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5.6 Leave Without Pay for Child Bearing Preparation & Child Rearing

5.6.1 Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and for child rearing, notwithstanding the provisions of the Family Medical Leave Act and/or The California Family Rights Act.

5.6.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than ten (10) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

5.6.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.

5.6.4 The duration of such leave shall consist of no more than twelve (12) consecutive months. *Such leave of absence may be extended for good reason to cover a total time of two (2) calendar years.*

5.6.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child bearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.

5.6.6 There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary unit members in earning tenure status.

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1 **5.6.7** If a unit member is on leave for child bearing or child rearing and in the
2 event of a miscarriage or death of a child subsequent to childbirth, the unit
3 member may request an immediate assignment to a unit position. If there is a
4 vacancy for which a unit member is qualified, the District will assign the unit
5 member to a position as soon as practicable.

6 **5.7 Industrial Accident Leave**

7 **5.7.1** Unit members shall be entitled to industrial accident leave according to
8 the provision of Education Code Section 44984 for personal injury which has
9 qualified for worker's compensation under the provision of State law.

10 **5.7.2** Such leave shall not exceed sixty (60) days during which the schools of
11 the District are required to be in session or when the unit member would
12 otherwise have been performing work for the District in any one fiscal year for
13 the same industrial accident.

14 **5.7.3** The District has the right to have the unit member examined by a
15 physician designated by the District to assist in determining the length of time
16 during which the unit member will be temporarily unable to perform assigned
17 duties and the degree to which a disability is attributable to the injury involved.

18 **5.7.4** For any days of absence from duty as a result of the same industrial
19 accident, the unit member shall endorse to the District any wage loss benefit
20 check from the State Compensation Insurance Fund which would make the total
21 compensation from both sources exceed one hundred percent (100%) of the
22 amount the unit member would have received as salary had there been no
23 industrial accident or illness.

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

5.8 Judicial Leave

5.8.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member. This unit member shall submit a written request for an approved absence no less than ten (10) days, or as soon as the unit member is notified of the call to jury duty, prior to the beginning date of the leave or as a witness.

5.8.2 The unit member, while serving jury duty, will receive pay in the amount of his/her regular earnings. The unit member shall have two (2) pay periods to return the earnings from jury duty, excluding mileage allowance. If the unit member does not return the jury duty earnings to the District within two (2) pay periods, the District shall deduct the jury duty earnings from the third pay warrant.

5.8.3 When a unit member other than the plaintiff is necessarily absent because of his/her appearance in court in response to a subpoena duly served, the amount deducted from the salary due him/her on account of such absence shall not exceed the sum which he/she receives because of the subpoena.

The unit member shall have two (2) pay periods to return the earnings from appearance in court in response to a subpoena duly served, excluding mileage allowance. If the unit member does not return the court earnings to the District within two (2) pay periods, the District shall deduct the court appearance earnings from the third pay period warrant.

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5.9 Absence for Personal Leave

Unit members are eligible for three (3) days personal leave which shall not be chargeable to sick leave. Day-by-day substitute pay shall be deducted from the unit member's salary for time granted. The purpose of requesting personal leave shall be at the discretion of the unit member. Leaves shall be requested on the "Request to be Absent" form. *Only under extreme circumstances will requests be granted during the first and last week of school.*

All unit members with stipends (Counselors, Resource Teachers, etc.) shall have the substitute teacher's rate plus the daily rate for their stipend deducted.

A unit member requesting personal leave shall not be required or requested to disclose the reason(s) for such leave.

5.10 Absence for Personal Reasons

Requests to be absent for personal reasons which are deemed to be necessary shall be made to the principal or department head, who shall refer the request on a "Request to be Absent" form to Personnel Services, who may approve or deny the request if the absence is for ten (10) days or less; if the requested absence is in excess of ten (10) days, it shall be presented by Personnel Services to the Board of Education for such action as the Board may desire to take. *Absences for personal reasons shall be without salary.*

5.11 Illness in Family

5.11.1 Pursuant to Section 5.2.1 and Section 5.2.3, but exclusive of the provisions of Section 5.2.2, personal illness and injury leave may be utilized for the illness of husband, wife, child, father, mother, father-in-law, mother-in-law, brother or sister.

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For each school year, such leave for illness in the family is limited to a combination of the amount of remaining, unused leave, if any, pursuant to Section 5.2.1, and the amount of accumulated leave, if any, pursuant to Section 5.2.3, but shall not exceed thirty (30) days. *Verification of illness may be required.*

5.12 Other Leave Provisions

5.12.1 Upon recommendation of the Superintendent and approval by the Board of Education, leave without compensation, increment, seniority or tenure credit, may be granted for a period of one (1) school year for the following purposes: Peace Corps, care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, professional study or research, or for any other reason acceptable to the Board of Education.

5.12.2 A leave of absence may be granted for less than but not more than one (1) calendar year. However, a leave of absence may be extended for good reason to cover a total time of two (2) calendar years.

5.12.3 Expiration of Leave of Absence

Upon the expiration of a leave of absence for illness, the unit member will be permitted to return to his/her previous assignment when returning to duty provided the leave of absence does not exceed the equivalent of Seventy-Four Percent (74%) of duty days for one (1) school year in continuous absence; and in the case of other leaves or leaves for illness extending beyond Seventy-Four Percent (74%) of the school year, when possible, the unit member will be assigned to a position which is the same as or similar to the one held when the leave was granted provided that the notice of intent to return is made in writing at least twenty-one (21) days in advance of the expiration date.

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Except for unit members on leave of absence for illness of Seventy-Four Percent (74%) or less of duty days for one (1) school year, as noted above in this section, unit members returning from a leave of absence shall be assigned on the basis of a voluntary transferee for the beginning of the school year assignments, except that such unit members must accept an available assignment for which they are qualified. Other provisions of this section apply upon the expiration of a leave of absence during the school year.

5.12.4 Failure to report for duty at the expiration of a leave of absence shall be considered sufficient cause for dismissal.

5.12.5 Medical Benefits During Leave

Medical, dental and other health and welfare benefits will be paid by the District during a leave of absence for illness, whether in a paid status or not, as long as the leave has been approved. A medical statement may be requested.

5.12.6 Requests for Substitutes

All staff members should be notified of the procedures for requesting a substitute when absent from duty. The principal or department head should be notified of intended absence at least two (2) hours prior to the time they are scheduled to start class, and if possible, the approximate length of absence.

Notify the principal or department head of intended return, following an absence, at least two (2) hours prior to the time they are scheduled to start class; whenever possible, the staff member should notify their principal or department head of intended absence or return from absence the day previous to absence or return from absence.

The teacher shall have the right to make a preference known in regard to an approved substitute to fill his/her assignment while absent.

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5.12.7 Leave of Absence – No Break in Service

Periods of leave of absence, paid or unpaid, shall not be considered a break in service of the unit member.

5.12.8 The applications for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by April 15 of the school year as to an intent to return to employment in the District.

Failure to so notify will be considered an abandonment of position.

5.13 Military Leave

Unit members ordered to military service shall be entitled to all rights and privileges provided by law. This provision is for benefits to be payable after completion of one (1) year of service in the District.

Upon return from military leave, the District shall require evidence of honorable discharge or release, or other suitable evidence under which military service was terminated.

5.14 Vacation Time

5.14.1 Vacation Time for Less Than 12-Month Personnel

Vacations of unit members employed for less than twelve (12) months shall be determined by the school calendar.

5.14.2 Vacation Time for 12-Month Personnel

Unit members employed for twelve (12) months shall be credited with twenty-four (24) working days vacation within the twelve-month period.

Twelve-month unit members may use the full twenty-four (24) vacation days annually allowed in advance; however, if terminated prior to earning the full allowable vacation days, the unit member's salary will be deducted the amount in excess of earned vacation time. Department heads shall approve the vacation periods for all personnel responsible to them.

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5.14.2.1 Vacation Time for Employees - Partial Year

Unit members working less than a full calendar year shall be credited with vacation time in the same ratio as the time served bears to the total vacation period. *One-half (1/2) month or more shall be counted as a full month of employment for the purpose of determining the total number of days of vacation allowed.*

5.14.2.2 Accumulated Vacation Time

In the event that a unit member is not permitted to take all the vacation time he/she is entitled during the calendar year, he/she shall be permitted to accumulate the unused portion to his/her credit provided, however, that he/she shall not carry forward more than twenty-four (24) days earned in the preceding twelve (12) months prior to December 31.

5.14.2.3 Vacation Days Upon Termination

Every unit member shall be entitled to accrued vacation or equivalent pay upon resignation, separation, expiration from employment or death. In case of death, benefits will be paid to the beneficiary. Every unit member moving from vacation-accruing employment to school-vacation employment shall be allowed time off in the amount of accrued vacation or equivalent pay.

**5.15 Application of Accumulated Sick Leave
to Unit Member's Retirement**

A unit member shall be credited, according to STRS regulations, at his/her retirement, with credit for each day of accumulated and unused sick leave for illness or injury for which full salary is allowed to which the unit member was entitled on the final day he/she rendered service to the school district by which he/she was last employed in a position requiring membership in the State Teachers' Retirement System (STRS).

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The number of years of service credit to be granted shall be determined by applicable law and STRS regulations. When a member has made application for retirement pursuant to Section 23900, the school district shall certify to the Teachers' Retirement Board the number of days of accumulated and unused sick leave for illness or injury to which the unit member is entitled on his/her final day of employment. Education Code Section 22719.

5.16 Teacher Exchange Program -- Leave of Absence

The District participates in the International Educational and Cultural Exchange Program, authorized by the Mutual Educational and Cultural Exchange Act of 1961, otherwise known as the Fulbright-Hays Act, Public Law 87-256. The Office of Education handles the program for teachers. District tenured certificated personnel may apply by obtaining the necessary application forms from the Department of Personnel.

Leave of absence for teaching abroad will be granted for not more than one (1) year.

Application of candidates at the District level will be screened by a District committee. Candidates recommended to and approved by the Board of Education will be furnished with the proper HEW application forms. All candidates will be notified of final action taken on their applications by the Board of Foreign Scholarships. Leaves of absence for this program will be limited to two (2) for any one (1) year.

Qualification of exchange teachers must be approved by the District before an exchange arrangement is completed. An exchange teacher from this District must agree to return to this District for a period of at least one (1) school year.

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5.17 State Teachers' Retirement System (STRS)

Disability Allowance Leave

The District may grant a leave of absence to a teacher who has applied for a disability allowance from the State Teachers' Retirement System (STRS). Any denial shall be in writing and for just cause. This leave shall not exceed thirty (30) days beyond the final determination of the disability allowance.

If the teacher is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not more than thirty-nine (39) months from the date of notification of the determination.

5.18 Personal Business Leave

A unit member may request to utilize two (2) of the seven (7) days allowed pursuant to the Personal Necessity Leave Section 5.3 of this Article in cases of personal business, subject to the following conditions:

Such leave shall not be used for personal gain or the participation in any job action or any withholding of services from the District.

Personal Business Leave will not be granted to unit members for the purpose of extension of a weekend, holiday, or vacation period. *Personal Necessity Leave IS deducted from sick leave.*

Advance notification to utilize Personal Necessity Leave for purposes of Personal Business shall be given by the unit member to the Superintendent or designee at least twenty-four (24) hours in advance of the day on which the Personal Business Leave is intended to be taken. If, due to circumstances beyond the unit member's control, it is impossible to request advance permission and the unit member determines that time off must be taken, the unit member shall give verbal notice to the Superintendent or designee and shall file the leave request immediately upon return to duty.

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The unit member shall be required to provide written request for the use of Personal Business Leave on the form provided by the District, including a certification by the unit member that the request will not be used for personal gain, any job action, or the withholding of services from the District, or for the purpose of the extension of a weekend, holiday, or vacation period.

When the twenty-four (24) hour notice requirement is met and the certification mentioned above is signed, the Superintendent or designee will not require unit members to provide reasons for use of Personal Business Leave.

When the twenty-four (24) hour notice requirement is not met, the Personal Necessity Leave request shall be granted to the unit member at the unit member's election only for the reasons specified in Section 5.3.2.

Article 6: CLASS SIZE

6.1 Whenever administratively practicable, and whenever the District's financial resources allow, and whenever the facilities are available, the following average class size shall be maintained:

Kindergarten through Grades Eight...29

6.2 In addition, the above listed class size averages are subject to modification for purposes such as, but not limited to, consideration of split-grade or low enrollment classes, large group or experimental instruction, team teaching limitations because of distribution of pupils by attendance areas, changes in enrollment.

Article 7: EVALUATIONS

7.1 The District management shall evaluate all permanent bargaining unit members no less than once every two years and all probationary bargaining unit members annually.

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7.2 Those unit members who are regularly scheduled to be evaluated and are assigned at the beginning of the school year shall be so notified by the appropriate management person by no later than the fifteenth pupil attendance day of each school year. Such notice will be accompanied by a brief explanation of the procedures for evaluation.

7.3 Procedure

7.3.1 No later than **October 15th** of the school year in which the evaluation is to take place, the evaluator and the evaluatee shall meet and cooperatively develop the elements upon which evaluation is to be based. If the evaluator and evaluatee cannot agree to the elements of the evaluation, the differences will then be submitted to an administrator, selected by the evaluatee from a list of five (5) administrators supplied by the Superintendent. Such administrator will then resolve the differences.

7.3.2 The evaluatee shall identify those conditions that affect the attainment of goals and/or objectives.

7.3.3 One (1) preliminary review conference will be held **prior to December 15th** at which time a summary evaluation will be discussed with the evaluator and the evaluatee.

7.3.4 *That portion of the evaluation which is based upon classroom performance will consist of at least one (1) observation lasting no less than fifteen (15) minutes, and shall be followed by an evaluation conference within a reasonable period, in which the evaluator and the evaluatee will review the observation(s).*

7.3.5 Hearsay statements shall be excluded from written evaluations.

7.3.6 Evaluators and evaluatees should be assured that goals and/or objectives are embryonic in nature and may have to be mutually revised and amended to conform to the needs of the children and staff as the school year progresses.

1 **7.3.7** Any certificated employee who receives a substantially negative
2 comment on their evaluation relative to an observation shall, upon request, be
3 entitled to a subsequent observation.

4 **7.3.8** Upon an unsatisfactory evaluation, the evaluator shall make specific
5 recommendations for improvement, and endeavor to assist in the unit member's
6 performance.

7 **7.3.9** A final evaluation conference will be held no later than March 1st. The
8 evaluator will present the written evaluation and discuss the matters with the
9 unit member. The unit member must sign the evaluation signifying only that the
10 unit member has read the document, and has been provided the opportunity of
11 attaching a written response that will become a part of the permanent record.

12 **7.3.10** Unit members who are assigned after the fifteenth pupil attendance
13 day shall be evaluated on a modified time line as follows: goals and objectives
14 (Section 7.3.1 Procedure) developed within thirty (30) days after assignment,
15 first evaluation (Section 7.3.3) by ninety (90) days after employment, and the
16 final evaluation by May 1st.

17 **7.3.11** Effective for the 1993-94 school year and thereafter, notwithstanding
18 any other provision of the Agreement, for unit members who have achieved
19 permanent status, provided there is no rating of unsatisfactory on the summary
20 evaluation form, then by mutual agreement of the evaluator and evaluatee, the
21 summary evaluation shall become the final evaluation.

22 **7.4** Nothing in this article shall be construed to allow for any evaluation rating
23 made of unit members by management to be subject to the grievance
24 procedure.

25 **7.4.1 Evaluation Committee**

26 A committee of eight (8) persons, half appointed by BETA and half
27 appointed by the Superintendent or designee shall develop unit member
28 evaluation form(s) to be utilized in the evaluation of unit members.

1 The committee shall meet at the pleasure of the simple majority, but not
2 less than once in each school month until the completion of its work.

3 The unit members appointed by BETA to the committee shall receive
4 release time.

5 Adoption of the evaluation form(s) by a simple majority of the committee
6 shall be binding on all parties to this agreement. Any vote for adoption must
7 include the entire committee. Such adopted evaluation form(s) shall replace
8 any and all unit member evaluation form(s) effective with the onset of the school
9 year immediately following the date of adoption by the committee.

10 **7.5 Public Charges**

11 **7.5.1** Complaints by students, parents, non-management employees, or
12 citizens may not be used in an evaluation nor placed in personnel files unless
13 the unit member has the right:

14 (1) to receive written notice of the complaint and a copy of the complaint within
15 fifteen (15) working days after receipt by the District of the complaint, but also
16 within ninety (90) calendar days after the event which gave rise to the
17 complaint;

18 (2) to confront upon request the specific persons making the charges;

19 (3) to respond orally or in writing to any accusation; and

20 (4) to be represented upon request at all meetings by an Association
21 representative. If the procedural rights are denied, the complaint(s) or the
22 document(s) cannot then be used in the evaluation process or in any manner
23 that would result in an adverse action against the unit member.

24 The District shall remove and destroy all material determined by the
25 District to be false and untrue.

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7.5.2 In the event a law enforcement agency is contacted by the District due to an allegation by a child or parent regarding misconduct of a unit member toward a child, the District shall:

(1) inform the unit member of the situation at the end of the period or by the end of the school day unless circumstances warrant otherwise;

(2) inform the unit member that the charges will be investigated by the law enforcement agency and that the unit member's due process rights will be protected;

(3) keep the unit member informed of the progress of the investigation to the extent of the District's knowledge;

(4) disclose all pertinent information not prohibited by a law enforcement agency to the unit member; and

(5) remove and destroy all false and untrue material.

7.6 Personnel Files

7.6.1 A unit member shall be permitted to review and obtain a copy of the materials in his/her personnel file that may serve as the basis for affecting his/her evaluation on the status of his/her employment. The review of material is not to include ratings, reports, or records which are prohibited from review by the provisions of the Education Code Section 44031, "... (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination."

All materials that may affect an evaluation or employment status placed in the file shall be dated and signed by the person who caused the material to be placed in the file.

A unit member may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association representative to review his/her files.

1 **7.6.2** The District shall keep a log indicating the persons who have examined
2 a personnel file as well as the dates such examinations were made. Such log
3 shall be available for examination by the unit member or his/her Association
4 representative who is authorized in writing to make such examination.

5 **7.6.3** Every unit member shall have the right to inspect such materials and
6 permission shall be granted provided that the request is made during regular
7 office hours and at a time when the unit member is not actually required to
8 render service to the District.

9 **Article 8: TRANSFERS**

10 **8.1** Reassignments and transfers are made to schools, departments and
11 positions so as to best meet the needs of the school district. They may be
12 made at any time during the school year. However, each year staff members
13 shall have the opportunity to request transfers for the ensuing school year.

14 Recommended reassignments and transfers of unit members shall be
15 submitted to the Superintendent of Schools by the Assistant Superintendent,
16 Personnel Services. Transfers of unit members shall be subject to the review
17 and approval of the Superintendent of Schools.

18 All transfer requests shall be processed through Personnel Services. The
19 Assistant Superintendent, Personnel Services, may call upon principals,
20 directors, and supervisors to advise in the reassignment transfer of personnel.

21 **8.2** Transfers may be requested by the unit member or by the principal,
22 director, or supervisor.

23 **8.3** From time to time it may be necessary to reassign teachers from one
24 grade level to another or from one school and subject area to another or to a
25 substitute status or to non-employment status. This necessity is predicated
26 upon several factors:

27 Decrease in enrollment in the District or within a particular school; budget
28 reductions or limitations due to insufficient funds;

Changes in educational programs currently offered within a school or within the District as a whole;

or emergencies requiring the necessity of shutting down a school.

When the transfer, reassignment or reduction of unit members becomes necessary all moves will be based upon voluntary requests of staff members or upon seniority in the school district within the following groups:

General Teachers for Grades K-8 This category includes all grade level teachers, resource teachers, department leaders, as well as all subject teachers at the junior high level who may be assigned any grade level or general subject in Grades K-8.

Special Subject Teachers requiring special credentials; i.e., instrumental music, and teachers whose credential authorization restricts them to teaching certain subjects; i.e., in a recognized major or minor subject area.

For these unit members seniority will be considered among the unit members comprising the particular special subject at the junior high school under consideration for reduction, or otherwise for the special subject area being reduced. However, such transfers shall not be made until the principal has considered reasonable options in a conscientious effort to avoid an involuntary transfer.

Teachers Employed Under Categorical Aid Programs with specific state guidelines, financial, or legal requirements; i.e., Special Education, Speech Therapist, Specially Funded Educational Projects which involve a state requirement for use of minority teachers in all schools of the District, Miller-Unruh, etc.

(a) In the reduction of unit members of a particular subject area within a junior high school the special subject teacher assigned to the subject area at the junior high school with the least District seniority shall:

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(b) be assigned to another subject area vacancy in that junior high school for which the transferee is credentialed to teach;

(c) if no vacancy exists at that junior high school for which the transferee is qualified, the transferee shall have the right to be placed in the position in that junior high school of the least senior unit member for whom the transferee has credential authorization. In such case the least senior unit member is declared surplus and is subject to involuntary transfer;

(d) if neither a nor b are applicable, then the unit member with the least District seniority in the subject area being reduced shall be placed on the surplus list for transfer to another school to a vacancy for which the transferee is credentialed;

(e) if no vacancy exists in subject areas of credential authorization, such transferee shall have the right to displace the least senior unit member in a special subject area for which the transferee is credentialed, and the unit member displaced thereby shall go on the surplus list for placement in a vacancy for which he/she is credentialed.

8.3.1 If no vacancy is available for the credential authorization the District shall utilize the services of the unit member at the discretion of the District; such service may include but is not limited to substitute teaching; and if no regular assignment can be made in an area of credential authorization, the District may take the legal steps necessary for layoff of surplus personnel.

8.3.2 Unit members who hold multiple credentials, including Special Education credentials; i.e., LDG, EH, or EMR, shall not be transferred involuntarily to a special subject area in which they are not presently assigned, except that a unit member may be reassigned to a special subject area if the unit member's initial assignment upon employment with the District was in the special subject area. In such instances the position shall be filled with the least senior unit member in the special subject area.

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8.4 Voluntary Unit Member Transfer

8.4.1 Definition

A voluntary transfer refers to a change in position or to a reassignment during the current school year or for the upcoming school year initiated by a unit member, and which moves the unit member to a different school. *Voluntary transfers shall be approved for unit members no more than once in each three-year period.*

8.4.2 Limitation

Voluntary transfers shall be limited in any one (1) building for any one (1) school year to not more than fifty percent (50%) of the teaching staff, or as is established by regulations governing Equal Opportunity Laws and Affirmative Action.

In cases where more than fifty percent (50%) apply for a transfer, the applicants will be considered in the order of the applicants' district seniority. The prescribed order will be descending from greatest to least.

8.4.3 Procedure

A unit member may request a transfer by submitting a written request directly to the Assistant Superintendent, Personnel Services.

A. A unit member may submit a request for transfer at any time with or without the knowledge of his/her principal. Such request shall be submitted in writing to the Assistant Superintendent, Personnel Services, and shall specify either:

(1) that the unit member is applying for a transfer to fill a currently posted vacancy, and if so, which vacancy (or vacancies in order of preference). To be considered, such requests must be submitted by the posted closing date;

(2) that the unit member wishes to be placed on the transfer list, and if so what positions he/she would accept should such become available.

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Requests to be placed upon the transfer list shall also indicate whether the unit member wishes his/her transfer to become effective as soon as possible or at the beginning of the next school year.

B. All requests shall be acknowledged in writing; and the unit member shall be given, upon request, information concerning the status of his/her request for transfer.

C. If the unit member requests that his/her application for transfer be kept confidential, the principal at his/her school will not be notified by Personnel Services of the application until an offer for transfer has been made; and the matter will be treated as confidentially as practicable.

8.4.4 Qualifications

A request for transfer will not be granted if the unit member does not qualify for the existing vacancy. In general, a unit member will be considered qualified for a particular vacancy only if he/she holds the required California credential, meets the qualifications specified in the adopted position description and meets all special requirements indicated for the posted vacancy as determined by the appropriate administrator, and does not violate regulations affecting Equal Opportunity and Affirmative Action.

8.4.5 Both applications received in response to the posting of a specific vacancy and appropriate applications from those on the current transfer waiting list will be considered prior to the filling of any specific vacancy.

8.4.6 If a request for transfer is denied, the unit member shall be given, upon request, written rationale for the denial.

8.4.7 During the school year when a unit member is offered a transfer which he/she has requested as a first choice, he/she shall be expected to accept such an offer. *In all other cases, a unit member may withdraw an application for transfer or reassignment within two (2) days of such offer without prejudice to consideration for future transfers or reassignment.*

1 **8.4.7.1** A unit member who is granted a transfer during the school year shall be
2 eligible to assume his/her new position on the first duty day of the following
3 school year. Pursuant to Sections 8.3, 8.5.6, and 8.7, said unit member shall
4 also be considered a staff member at his/her new school prior to assuming
5 his/her new position for purposes of staffing.

6 **8.4.8** *Once a unit member is notified during the school year that his/her*
7 *application for transfer has been approved and he/she has accepted a transfer,*
8 *he/she shall be given, upon request, one (1) day of released time, one (1) day*
9 *with a substitute for his/her existing assignment, and one (1) day with the unit*
10 *member whose assignment he/she is filling in order to prepare for the new*
11 *assignment.* Such unit member may request, and shall be given, custodial
12 and/or maintenance help in moving instructional materials from his/her current
13 place of assignment to the new assignment.

14 **8.4.9** Notwithstanding any other provision of this section, a unit member once
15 granted a transfer may apply for an immediate transfer pursuant to Section
16 8.4.8. Such application shall be in writing and state the unit member's reasons
17 for requesting an immediate transfer. Such application and all documents
18 supplied by the unit member in support of said application shall be confidential
19 and shall not be a part of any unit member evaluation or placed in any unit
20 member's personnel file. The application and all such documents will be
21 returned to said unit member after disposition.

22 **8.4.9.1** The District and BETA shall meet and jointly develop criteria for the
23 acceptance and rejection of unit member applications for immediate transfer.
24 Such criteria shall constitute a Memorandum of Understanding to this
25 Agreement. In the event the reasons stated in the unit member's application
26 are not included within said criteria, the District and BETA shall meet for
27 consideration and disposition of said application.

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1 **8.4.9.2** The date on which a unit member assumes a vacant or new position
2 shall not be a condition of the offer or acceptance of said position.

3 **8.4.9.3** Notwithstanding any other provision of this Agreement, the rejection of
4 a unit member's application for immediate transfer shall not be subject to the
5 grievance procedure.

6 **8.4.10** Unit members requesting a voluntary transfer to a subject area in the
7 junior high schools, or any grade level in Special Education or the Bilingual
8 Program are required to make their written request by April 1st. Excepting unit
9 members transferred pursuant to Sections 8.5 or 8.7 for the following school
10 year, all other unit members requesting a voluntary transfer to a middle
11 school/junior high school, or any grade level in Special Education or the
12 Bilingual program are required to make their written request by April 1st. A unit
13 member who qualifies for one of these positions pursuant to Section 8.4.1
14 through 8.4.8 shall be eligible to assume the position the first day of duty the
15 following year.

16 The openings in the junior high schools, Special Education, and
17 Bilingual classes, not filled by current unit members by April 1st through this
18 procedure may then be filled by the District with newly hired teachers to assume
19 the position on the first duty day of the following school year.

20 **8.5 Involuntary Transfer**

21 **8.5.1** No unit member shall be transferred without justifiable reason in fact and
22 supported by a reasonable interpretation of the Policies and Procedures of the
23 District and/or the Education Code and/or pertinent State and Federal laws.
24 Transfers shall not be used to punish or discipline unit members.

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1 **8.5.2** Before any District initiated transfer is effected, the unit member must be
2 advised through personal interview and in writing by the administrator making
3 the request for transfer stating that an administrative transfer is being
4 recommended and the reasons therefore. Upon request an opportunity will be
5 provided for the unit member to meet with the appropriate administrator to
6 discuss the proposed transfer. The unit member shall have the right to
7 representation of his/her choice at such meeting when providing a written
8 authorization.

9 **8.5.2.1** Unit members subject to a District-initiated transfer effective for the
10 following school year shall be so notified on the first duty day the unit member is
11 present at the work site after April 15th.

12 **8.5.3** The current list of vacancies will be provided to any unit member being
13 transferred involuntarily and he/she shall have the right to choose from among
14 those vacancies for which he/she is qualified, provided that qualified unit
15 member applicants with higher District seniority shall have first choice,
16 according to the provisions of this article.

17 **8.5.4** When administrative transfers must be made during the school year, the
18 principal of the school making the transfer will determine which elementary level
19 or secondary subject area will be reduced. The principal will notify all unit
20 members of the affected grade levels or subjects of the required reduction.
21 Volunteers may be transferred if they so request.

22 Transfer of unit members from District programs including special
23 subject areas will be made on the basis of District seniority within the
24 appropriate group (Refer to Section 8.3) if there are no volunteers.

25 **8.5.5** Unit members transferred involuntarily shall have the same rights to
26 advance notice, released time and custodial assistance as provided in the
27 voluntary teacher transfer article.

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8.5.6 In cases of involuntary transfer, due to reduced staffing requirements, the individual in the identified administrative unit with the least District seniority will be designated as the involuntary transferee unless a volunteer in that administrative unit is identified. The involuntary transferee will be given a list of available positions and allowed to apply for his/her choice of vacancies.

8.6 Transfers by Seniority

8.6.1 If more than one (1) unit member, meeting the qualifications of Section 8.4.4 of this article, applies for a vacancy, seniority within the school district shall be the controlling factor in determining which unit member shall be transferred to fill the vacancy.

For purposes of selection in this case the three (3) qualified applicants, both voluntary and involuntary, with the highest seniority in the District shall be considered to be equal in seniority.

8.7 Transfers Relating to School Closures,

Discontinued Services and Layoff

8.7.1 Unit members who lose their positions because of school closures, discontinuance of particular kinds of service, or because of reasons set forth in Section 8.5.6 shall have first preference for vacancies over all other involuntary and voluntary transfers, except as specified in Section 8.7.3 below.

8.7.2 Unit members who are unassigned for the following school year pursuant to Sections 8.5, 8.7.1, or 8.7.3, or who have applied for an administrative transfer pursuant to Section 8.9 shall be transferred as follows:

A. A list of vacancies excluding positions at the five (5) lowest performing District schools not meeting the requirements of the State of California Academic Performance Index (API) shall be determined and available to unit members on the first duty day after April 25th.

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1 **B.** On the first duty day after May 1st, such unit members shall be invited to a
2 meeting at the Education Center, as soon as practicable after students are
3 dismissed for the day, to select a position for the following year. In the event
4 that routine changes in principal assignments for the following year are not
5 announced prior to May 1st, the selection process shall be delayed until the third
6 duty day following the public announcement.

7 **C.** If the right of preference is not exercised in accordance with the provisions
8 of this section, then such right is lost and the transferee shall thereafter be
9 treated under the other provisions of this article without preferential rights.

10 **8.7.3** If the District as a result of a layoff pursuant to the Education Code must
11 transfer or reassign unit members in order to insure the retention of unit
12 members with greater length of service, then such transfers and reassignments
13 shall take precedence over all other transfer and reassignment provisions of this
14 article.

15 **8.7.4 Notice to Association**

16 The Association shall receive by certified mail or by personal delivery a
17 list of the certificated staff who are given the notice, pursuant to the Education
18 Code, of an intent to lay off and the actual Notice of Layoff. Such notices shall
19 be provided by **March 15th and May 15th**, respectively, unless otherwise
20 provided in the Education Code.

21 In addition, the District will notify the Association of any formal
22 recommendation to the Board regarding a proposed layoff prior to the
23 recommendation being presented to the Board.

24 Such lists or notices will be mailed to the Association at the same time
25 as mailed to the affected certificated staff.

26 **8.7.5** Notwithstanding any other provision of this article, these provisions shall
27 not be applied in a manner that violates HEW guidelines covering Affirmative
28 Action.

8.8 Reassignments

8.8.1 Reassignments at a particular school site are the responsibility of the building principal. Such reassignments shall not be made in a manner that is arbitrary or capricious. In making reassignments (changes from current assignment) to grade levels and/or subject areas, the principal shall give consideration to the following:

1. Educational program needs of the school;
2. Credential requirements;
3. Preferences of unit members;
4. Demonstrated skills and the experience of unit members;
5. Seniority of unit members.

8.8.2 *When grade combination classes are formed and there are no volunteers for the combination class, and it cannot be listed as a vacancy to which an incoming teacher to the school can be assigned, then the principal shall make a reassignment of a teacher in the two (2) grades involved on the basis of rotation, with the teacher being reassigned who has not been assigned to a combination class for the longest period of time.*

In the event that a teacher is subject to a reassignment to a combination class, as cited above, in two (2) different combinations; i.e., a 2-3 and a 3-4, then the teacher in the grade involved (Grade 3) who has not been assigned to a combination class for the longest period of time shall have the choice of the two (2) combinations for reassignment, unless a teacher in the adjacent grade whose turn it is to take a combination class has not had a combination class for a longer period of time opts to take one (1) of the combination classes; i.e., the 2-3 in the example above, leaving only the 3-4 class for the third grade teacher.

In no case, in the example above, shall the 2-3 class be taken by a second grade teacher and the 3-4 class be taken by a fourth grade teacher so as to create a surplus of teachers in the third grade.

In such an event, the principal may determine to which combination (2-3 or 3-4) the third grade teacher shall be reassigned. (Note: This example may not apply if there is a surplus of teachers in a grade).

8.8.3 If more than one (1) unit member at a site applies for the same vacant or new position at that site and each applicant is qualified (In general, a unit member will be considered qualified for the vacancy or new position only if he/she holds the required California credential, meets the qualifications specified in the adopted position description and meets all special requirements indicated for the vacancy or new position as determined by the appropriate administrator, and does not violate regulations affecting Equal Opportunity and Affirmative Action), then the unit member with the greatest seniority shall receive the reassignment. (Note: Section 8.8.3 does not interfere with the principal's right to involuntarily reassign a staff member pursuant to Section 8.8.1).

8.8.4 When a unit member is reassigned to a different room during the school year, the unit member shall be given, upon request, one (1) day of released time to prepare for the new assignment.

8.8.5 Assignment to Kindergarten Classrooms

DEFINITION

For purposes of this section, seniority of unit members shall be defined as District seniority.

After determining the allocation of classes for the next school year, pursuant to Article 6, the principal or designee shall use the following procedure in making Kindergarten assignments:

1. The Kindergarten/First (K/1) combination class (if any) shall be assigned pursuant to Section 8.8.2.

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2. Each Kindergarten teacher (a K/1 teacher shall be considered a Kindergarten teacher if said teacher was assigned to a Kindergarten class before the K/1 assignment) in descending order from the most senior to the least senior shall select from the available Kindergarten positions.

3. Kindergarten positions available after the process described in two (2.) above, may be filled by unit members in other levels pursuant to Sections 8.8.1 and 8.8.3.

8.8.6 Formation of a Kindergarten or K/1 Class

After Start of School Year

1. If a K/1 class is formed after the start of the school year because of increased Kindergarten enrollment, then that position will be filled by a new teacher, if an additional teacher is warranted pursuant to Article 6. If an additional teacher is not warranted and the K/1 position is to be filled pursuant to Section 8.8.2 by a Kindergarten teacher in A.M./P.M. rotation, then that teacher shall move out of the shared Kindergarten classroom. The vacated Kindergarten class shall then be reassigned to another teacher not currently assigned to a Kindergarten class, pursuant to Section 8.8.1.

2. If the K/1 classroom is formed because the Kindergarten enrollment cannot support the number of assigned Kindergarten teachers and the enrollment in the other grades at the school necessitates shifting students to comply with the provisions of Article 6 and that K/1 classroom is assigned pursuant to Section 8.8.2 to a Kindergarten teacher in an A.M./P.M. rotation, then that teacher shall move out of the shared Kindergarten classroom. If there is a Kindergarten teacher at the school not in an A.M./P.M. rotation then this teacher shall move into the rotation vacated by the newly assigned K/1 teacher.

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1 If all Kindergarten teachers at a school were in an A.M./P.M. rotation prior
2 to the assignment of a Kindergarten teacher pursuant to Section 8.8.2 to a K/1
3 classroom, then the Kindergarten teacher remaining in the Kindergarten
4 classroom vacated by the newly assigned K/1 teacher shall have the option to
5 move from P.M. to A.M. or A.M. to P.M., if administratively practicable.

6 In the event a vacancy occurs in the Kindergarten or K/1 classes during
7 the summer recess the following procedure and events will have occurred for
8 staffing: The school principal, no later than the last day of school for teachers,
9 shall have discussed the initial assignments with Kindergarten and K/1 teachers
10 and in addition shall prepare and transmit to the Department of Personnel
11 Services the seniority order and assignment to be given to each Kindergarten or
12 K/1 teacher according to seniority if a vacancy(ies) occurs.

13 **8.9 Administrative Transfer in Magnet Schools**

14 Teachers assigned to regular classes at magnet school sites may request
15 an administrative transfer at the end of the school year pursuant to Section
16 8.5.3, except to another magnet school.

17 The administrative transfer shall have no negative impact on the
18 transferee's record. There shall be no negative statements placed in any
19 teacher's file for voluntarily leaving the school.

20 The administrative transfer shall be treated as an involuntary transfer as
21 stipulated in the certificated Collective Bargaining Agreement. It is the
22 involuntary transferee's right to choose on the basis of seniority an existing
23 opening for which the transferee is qualified, pursuant to the Collective
24 Bargaining Agreement, Section 8.4.4.

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Special education teachers at magnet schools shall have the right to transfer to a like assignment in another school, subject to the availability of a vacancy. If no vacancy exists, the special education teacher shall have the right, based on seniority (if other special education teachers make such a request), to the first special education vacancy that shall thereafter occur.

8.10 Notwithstanding any other provision of this agreement, no unit member may be transferred into a school not meeting the requirements of the State of California Academic Performance Index (API) without the approval of the principal assigned to such school. Such restriction is limited to the five (5) lowest performing district schools as determined by the API.

Unit members requesting assignment on the basis of any type of transfer, to one of the five (5) lowest performing district schools not meeting the requirements of the API shall, upon request, receive an interview with the principal of the requested school.

If the unit member granted such transfer-based interview so requests, or if the principal chooses, a unit member(s) assigned to the requested site, chosen by the principal, shall also participate in the interview process.

Article 9: SAFETY CONDITIONS OF EMPLOYMENT

9.1.1 Reasonable safety precautions shall be used in all phases of District operation to insure safe and healthful working conditions for all unit members in compliance with all laws and regulations of this Board and other agencies responsible for health and safety.

9.1.2 Unit members shall not be required to work in unsafe conditions or perform tasks which endanger their health or safety, provided that such shall not be interpreted to provide a right of a unit member to abandon his/her position or to unreasonably refuse to perform assigned tasks and responsibilities.

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1 **9.1.3** All complaints regarding injurious health or safety conditions shall be
2 reported in writing by the unit member to the District Safety Officer, designee or
3 immediate supervisor as soon as reasonably practicable. *The safety officer,*
4 *designee or immediate supervisor shall investigate the complaint and make a*
5 *preliminary written report and recommendation to the Superintendent or*
6 *designee within three (3) workdays of receipt of the complaint. The complaining*
7 *party shall receive a copy of such report.*

8 **9.2 Foggy Weather Procedure**

9 On days when school opening is delayed because of foggy weather
10 conditions, school will dismiss at regular time insofar as current legislation and
11 case law permit.

12 **Staff Duty Provisions**

13 **9.2.1** Procedure when maintaining one hundred eighty (180) days of school or
14 more:

15 (a) on a delayed opening of school all unit members shall report on the regular
16 schedule. If, after the two hour delay, school is to be closed, all personnel shall
17 remain on duty for the remainder of the day; and

18 (b) when schools are closed because of foggy weather conditions with no
19 delayed opening, all unit members shall report on the regular schedule.

20 **9.2.2** Procedure when closure due to foggy weather condition drops number of
21 days below one hundred eighty (180):

22 (a) on a delayed opening all unit members shall report on the regular
23 schedule. *If, after the two-hour delay, school is to be closed, all unit members*
24 *shall be excused for the remainder of the day, as soon as it has been*
25 *determined practical and reasonable by the principal and reassigned to a make-*
26 *up day;*

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(b) when schools are closed because of foggy weather conditions with no delayed opening, all unit members shall be excused and reassigned to a make-up day.

9.2.3 Delayed Duty Reporting Time:

(a) in the event the opening of school is delayed or school is closed because of foggy weather conditions and unit members are required to report to work then the regular reporting time may be suspended with no loss in pay or any requirement to make up time lost;

(b) unit members should use good judgment in determining their own mobility safety. If in their judgment the delayed arrival to school or work is indicated, the unit member should call the principal or department head to inform him/her of the needed delay. If the unit member is going to be later than thirty (30) minutes prior to the stipulated time for delayed opening of school, he/she shall be required to notify the principal or department head; and

(c) unit members unreasonably absent beyond thirty (30) minutes prior to the stipulated starting time for the delayed opening of school, or where a substitute shall be determined by the principal or department head to be necessary, may be required to be credited as Absent on Own Time or to use Personal Necessity Leave, provided in the leave procedures of this Agreement.

9.2.4 Unit Member Compensation Factors

Due to Delayed Opening or Closing of School:

(a) unit members required to work more days or hours than are stipulated in this Agreement shall be compensated at their hourly or daily rate based upon their salary divided by the number of days and/or hours set forth in this Agreement; and

(b) no unit member required to report for duty and then released shall be paid for less than fifty percent (50%) of their daily rate.

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9.3 Special Education teachers who are assigned a student classified as an Individual with Exceptional Needs (I.D.E.N.S.) may be required to perform tracheal suctioning, catheterization, and change colostomy bags only if the unit member has been sufficiently trained in such procedures and the aide, back-up aide, and school nurse, all of whom are also trained in such procedures, are not at the school site.

9.4 To the extent permitted by law, the District shall notify a teacher who is to receive a student who has a chronic infectious disease or will notify the teacher upon learning of a student with a verified case of a chronic infectious disease already assigned to said teacher.

Article 10: ASSOCIATION RIGHTS

10.1 The Association representatives and Association members with an appropriate reservation filed with the District shall have the right to use school buildings and facilities for Association activities. Association business and activities of unit members will be conducted outside the regular duty hours except: (a) when an authorized Association representative secures advance permission from the Superintendent or designee; (b) when Association activities do not interfere with the school program or duties of unit members; and (c) when Association activities do not interfere with rights of unit members to refrain from listening or speaking with Association representatives.

10.2 Names and job locations of bargaining unit members shall be provided without cost to the Association no later than October 15th of each school year.

10.3 The Association shall have the right to post notices with an appropriate Association identification, including the name of the responsible Association officer, regarding activities and matters of general Association concern on designated bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by unit members.

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1 The Association may use the District mail service and unit member mail
2 boxes for communications to unit members, provided that the material includes
3 the name of the responsible Association officer and that the Superintendent will
4 be provided a copy of all Association material intended for general Association
5 distribution. The Association will not post or distribute information which is
6 knowingly false or defamatory. Such postings shall be subject to immediate
7 removal by management.

8 **10.4 Professional Dues or Fees and Payroll Deductions**

9 10.4.1 Professional dues or fees and payroll deductions article shall be
10 effective only upon the approval of unit members in the Bakersfield City School
11 District by an election conducted through the Public Employment Relations
12 Board (PERB).

13 Article 10.4 of the 2003-2006 Collective Bargaining Agreement: 10.4
14 article will continue in force provided that the unit members fail to approve by
15 election the proposed professional dues or fees and payroll deduction 10.4
16 article.

17 Any unit member who is a member of the Bakersfield Elementary
18 Teachers Association, CTA/NEA, or who has applied for membership, may sign
19 and deliver to the District an assignment authorizing deduction of unified
20 membership dues, initiation fees and general assessments in the Association.

21 Pursuant to such authorization, the District shall deduct one-tenth
22 (1/10) of such dues from the regular salary check of the unit member each
23 month for ten (10) months. Deductions for unit members who sign such
24 authorization after the commencement of the school year shall be appropriately
25 prorated to complete payments by the end of the school year. Any unit member
26 who is a member of the Association shall maintain such membership for the
27 duration of the agreement.

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10.4.2 Any unit member who is not a member of the Bakersfield Elementary Teachers Association, CTA/NEA, or who does not make application for membership within thirty (30) days following ratification between the parties, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit for those hired after ratification, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member shall not pay such fee directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Paragraph A of this article. There shall be no charge to the Association for such mandatory agency fee deduction.

A. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Bakersfield Elementary Teachers Association, CTA/NEA, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one (1) of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)3 of Title 26 of the Internal Revenue Code:

- a. American Heart Association;
- b. American Cancer Society;
- c. United Way.

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B. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Paragraph 10.4.2 (a) above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraphs 10.4.1 and 10.4.2 of this Article.

Payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payments and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before (same date as cash dues/fees) of each school year. The Association shall have the right of inspection in order to review said proof of payment.

10.4.3 The Association agrees to follow the rules and regulations for agency fee rebates as adopted by the Public Employment Relations Board (PERB).

10.4.4 With respect to all sums deducted by the District pursuant to Paragraphs 10.4.1 and 10.4.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.

10.4.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

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1 **10.4.6** The Association and the District hereby agree as follows:

2 **A.** The Association agrees to pay to the District as reasonable legal fees and
3 legal costs incurred by the District in defending against any court actions and/or
4 administrative action before the Public Employment Relations Board (PERB)
5 challenging the legality or constitutionality of the agency fee provisions of this
6 Agreement or implementation thereof provided that the Association shall have
7 exclusive right to decide and determine whether any such action shall be
8 compromised, resisted, defended, tried, or appealed.

9 **B.** The Association shall indemnify and hold harmless the District, its officers,
10 agents, and employees from any judgment or settlement liability arising out of
11 any court action and/or administrative action before the Public Employment
12 Relations Board (PERB) challenging the legality or constitutionality of the
13 agency fee provisions of this Agreement (or their implementation) shall have the
14 exclusive right to decide and determine whether any such action or proceeding
15 referred to shall be compromised, resisted, defended, tried, or appealed.

16 **C. Severability** The parties agree that this article will be severed from the
17 contract and voted upon separately. Further, the parties agree that the election
18 will be conducted by the California State Department of Industrial Relations
19 Conciliation and Mediation Service subject to their rules and regulations. The
20 Public Employment Relations Board (PERB) shall be notified of the election and
21 of the results.

22 **10.4.7** Upon appropriate written authorization from the unit member, the
23 District shall deduct from the salary of any unit member and make appropriate
24 remittance for such deductions to, but not limited to, annuities, credit union,
25 charitable donations, and any other plans or programs jointly approved by the
26 Association and the District.

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1 **10.5** The District will provide the Association President with a copy of the
2 Board agendas at least forty-eight (48) hours in advance of such meetings,
3 except in cases of emergencies.

4 **10.6 Release Time For Association President**

5 **10.6.1** The District shall grant to the BETA President a leave of absence from
6 instructional responsibilities to devote full time to Association business. The
7 President shall be paid in the usual manner as if he/she were a regular
8 employee of the District and shall suffer no reduction in salary, step, fringe, or
9 other benefits. The President shall also be guaranteed the right to return to the
10 site and position occupied before taking office if said position would have still
11 been available in the normal course of events.

12 **10.6.1.1** Effective January 1, 1999, and in each subsequent year during which
13 the BETA President is granted a leave of absence, the Association shall
14 reimburse the District in an amount equal to the total annual cost of a full-time
15 classroom teacher placed at Step One, Column One of the Teachers' Annual
16 Basic Salary Schedule.

17 The phrase, "annual cost," includes salary, health and welfare benefits,
18 STRS contributions and all other payments made to or on behalf of the
19 employee as a direct function of the employee's salary (examples include, but
20 are not limited to, Worker's Compensation, Unemployment Insurance,
21 Medicare, etc.). Performance under this agreement shall be deemed full
22 satisfaction of the Association's obligations under Education Code Section
23 44987.

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1 **10.6.1.2** For the 1998-99 school year only, the total amount of reimbursement
2 shall be Twenty-Two Thousand Seven Hundred Seventeen Dollars and
3 Seventy-One Cents (\$22,717.71). Beginning with the 1999-2000 school year,
4 and for each affected school year thereafter, the Association shall reimburse the
5 District for the applicable amounts described in 10.6.1.1 above in ten (10) equal
6 monthly installments payable on the last working days of the month September
7 through June inclusive. In the event of a retroactive salary adjustment during
8 the school year, the Association shall be required to pay the increased amount.

9 **10.6.2** The District shall provide a total of five (5) release days at no loss of
10 salary or other benefits for association members as designated by the BETA
11 President to conduct Association business.

12 **Article 11: CONCERTED ACTIVITIES**

13 **11.1** It is agreed and understood that there will be no strike, work stoppage,
14 slow-down, or picketing in furtherance thereof, or compliance with the request of
15 other labor organizations to engage in such activities, by the Association, its
16 officers, agents, or members during the term of this Agreement.

17 **11.2** The Association recognizes the obligation of its representatives to
18 comply with the provisions of this clause and to make reasonable effort toward
19 inducing all unit members to do so. In the event of a strike, work stoppage, or
20 slow-down by unit members who are represented by the Association, the
21 Association agrees to take good faith steps to cause those unit members to
22 cease such action.

23 **11.3** The parties agree that this article shall be null and void only during the
24 period of bargaining on subjects that are reopened for bargaining according to
25 the terms of this contract (Section 13.3).

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Article 12: SAVINGS

12.1 In the event that any provision of this Agreement shall at any time be declared invalid by exhaustion of the legal process through the courts of the State or Federal government, such decision rendered shall not invalidate any other provisions of this agreement and all remaining provisions shall remain in full force and effect.

12.2 *In the event that a provision of this Agreement is declared invalid as set forth in this Article, the District and the Association shall meet within a reasonable time no later than ten (10) days after both parties are in receipt of the decision declaring invalidity to negotiate modification of the Agreement to include amended provisions of the specific article declared invalid.*

Such negotiations shall be conducted in good faith and if no agreement can be achieved relative to modification any related laws currently in effect shall be used during the balance of the term of this Agreement.

Article 13: MISCELLANEOUS PROVISIONS

13.1 Superseding Provision

This Agreement shall supersede any rules, regulations or practices of the District that are contrary to or inconsistent with its terms.

13.2 Completion of Meet and Negotiation

Except by mutual agreement, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn; provided however, the District agrees that it will not change any mandatory subjects of the meet and negotiate process without first notifying the Association of such intended change and, upon request, meeting and negotiating with the Association representatives.

13.3 Bargaining Reopeners

Section 13.2 notwithstanding, the parties agree that bargaining reopeners in the year 2004-05 shall be limited to Sections 14.1 (Compensation) and 14.6 (Fringe Benefits) and one (1) other item for each party. For the year 2005-06, bargaining reopeners shall be limited to Section 14.1 (Compensation) and 14.6 (Fringe Benefits), and two additional items for each party.

Article 14: COMPENSATION AND BENEFITS

14.1 Unit Members' Salary Schedule

Effective July 1, 1999, the stipends of counselors, program specialists, and office teachers shall be increased by a total of Two Hundred Dollars (\$200.00) in recognition of their contributions and duties, including working as teacher substitutes when substitute teachers are unavailable.

Effective July 1, 2003, the 2003-04 Teachers Salary Schedule shall be the 2002-03 Teachers Salary Schedule, without modification. Effective July 1, 2003, the 2003-04 Pre-Kindergarten Teacher's salary schedule shall be the 2002-03 Pre-Kindergarten Teachers Salary Schedule, without modification.

Notwithstanding the foregoing, effective July 1, 2000, the annual salary at Step One, Column One of the Teachers Basic Annual Salary Schedule shall be Thirty-Four Thousand Dollars (\$34,000.00).

14.1.2 Incentive Plan

In the event the District determines to establish an incentive plan and as part of the incentive plan offer monetary bonuses to unit members, then at the sole option of the District:

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Unit members assigned to a particular site and who work not less than Seventy-Five Percent (75%) of their scheduled work year, may receive up to One Percent (1.00%) of their earned, scheduled, annual salary as a bonus if and only if the site to which the unit member is assigned achieves a specific goal(s) established by the District. Such bonus would be a one-time payment paid during the first school month of the following traditional school year.

Notwithstanding the foregoing, achievement or non-achievement of a site goal shall not be reflected in a unit member's evaluation. Any earned bonus shall be paid in an equal percentage to all qualified unit members assigned to a particular site.

14.1.3 Effective July 1, 2003, Middle School and Junior High School classroom teachers, not including those assigned to Rafer Johnson Community School, who are assigned to seven full daily instructional periods within the seven hour fifteen minute duty day, each period not less than forty-three (43) minutes in length, shall receive a one-time payment of Two Thousand Dollars (\$2,000.00) paid on or about July 10, 2004, if such classroom teacher has been physically present at work for not less than 92 duty days in the 2003-04 school year.

Effective July 1, 2004, Middle School and Junior High School classroom teachers, not including those assigned to Rafer Johnson Community School, who are assigned to seven full daily instructional periods within the seven hour fifteen minute duty day, each period not less than 43 minutes in length, shall receive an annual stipend of Two Thousand Dollars (\$2,000.00).

14.2 Increment for Experience (Step)

14.2.1 Using as a base the format of the Teachers' Annual Basic Salary Schedule for 2003-04 (Appendix C), unit members shall advance one (1) vertical step on the salary schedule except for those whose placement is at the maximum step for their class.

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14.2.2 Beginning with unit members employed for the 1985-86 school year, credit for service outside the Bakersfield City School District shall be allowed for the unit members at the rate of one (1) step for one (1) year of service in a certificated position up to a maximum of six (6) years.

Private school experience will be accepted providing the private school was State accredited and the unit member in question held a valid and required credential at the time of teaching.

14.3 Increment for Growth (Column)

Using as a base the format of the Teachers' Annual Basic Salary Schedule for 2003-04 (Appendix C), unit members who are eligible shall advance to the appropriate column for the number of semester unit credits approved and recorded by Personnel Services.

14.3.1 Deadline Dates for Submission of Units

The deadline dates for submission of all documentation required by Personnel Services for placement on the Teachers Basic Salary Schedule shall be October 5, February 5, and June 30.

14.4 The bonus for Master's Degree and Doctorate shall be Nine Hundred Dollars (\$900.00).

14.4.1 Bilingual/Special Education Bonus

Unit members assigned to a bilingual position who hold one or more of the following clear California credentials and/or full California certification required for their assigned position shall receive a bonus of Seven Hundred Fifty Dollars (\$750.00).

Multiple Subject Credential/Bilingual Emphasis

Multiple Subject Credential/BCLAD Emphasis

Bilingual Cross-Cultural Credential

Bilingual Certificate of Competence (BCC)

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Bilingual Cross-cultural Language Academic Development
(BCLAD) Certificate

Beginning with the 2000-2001 school year, Deaf Education Teachers shall be included in Section 14.4.1 and shall be eligible to receive the Bilingual/Special Education Bonus.

14.4.1.1 Not including unit members assigned to a stipend position, all other unit members assigned to a special education position who hold clear California credentials and/or full California certification required for their assigned position shall receive a bonus of Seven Hundred Fifty Dollars (\$750.00). Documentation by a State-approved provider conveyed to the District of class hours attended by nurses to maintain State licensure required by the pertinent unit member job description shall be allowed as salary schedule credit pursuant to the applicable formula in 14.13 E.

14.4.1.2 *If a unit member is assigned to a stipend position and also qualifies for a bonus pursuant to 14.4.1.1, then such unit member shall receive a Bilingual/Special Education bonus in addition to the stipend.*

In no case shall a unit member receive more than one stipend and one Bilingual/Special Education bonus.

14.4.1.3 *If a unit member is assigned to a special education/bilingual position and qualifies for a bonus pursuant to both 14.4.1 and 14.4.2 then such unit member shall receive two bonuses.*

In no case shall a unit member receive more than two Bilingual/Special Education bonuses.

A unit member qualified to receive a bonus pursuant to either 14.4.1 or 14.4.2, but not both, shall receive only one Bilingual/Special Education bonus.

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1 **14.5** During the term of this contract the minimum salary provisions of
2 Education Code Section 45023.4 or any modification thereto resulting from
3 legislation subsequent to Senate Bill 813 shall be implemented to the extent
4 funded according to pertinent regulation.

5 **14.6 Fringe Benefits**

6 **14.6.1** Effective October 1, 2003, the Bakersfield City School District shall
7 provide for each full-time unit member, up to Nine Thousand Nine Hundred
8 Forty Dollars and Eighty Cents (\$9,940.80) per year to offset costs of premiums
9 for medical, Pacific Dental or Delta Dental, prescription, cancer, life insurance,
10 vision and an employee assistance plan.

11 The obligation of the District shall not exceed one-twelfth (1/12) of this
12 amount on a monthly basis.

13 **14.6.1.1** Pending further negotiations pursuant to Section 13.3, effective
14 October 1, 2003, the District contribution and employee benefit plans as
15 described in Section 14.6.1 above, will be unchanged. Notwithstanding the
16 foregoing however, effective October 1, 2005, the District contribution as
17 described in Section 14.6.1 shall be reduced by Four Hundred Fifty-Six Dollars
18 (\$456.00) unless the Association signs an agreement not later than June 1,
19 2005, approving modifications in the employee prescription plan to include the
20 following changes: 1) In the employee-only prescription plan 30-day supply
21 prescription plan co-pay, a change to Three Dollars (\$3.00) for generic drug
22 prescriptions and Fifteen Dollars (\$15.00) for on or off patent brand name drug
23 prescriptions. 2) In the 90-day supply prescription drug co-pay, a change to
24 Three Dollars (\$3.00) for generic drug prescriptions and Thirty-Five Dollars
25 (\$35.00) for on or off patent brand name drug prescriptions.

26 The co-pay amounts for on or off patent brand name drug prescriptions
27 shall be effective regardless of the existence of a generic drug for such on or off
28 patent brand name drug.

1 **14.6.2** "Full-time" unit member is defined as a regular unit member who works
2 no less than three and one-half (3.5) hours per day seventeen and one-half
3 (17.5) hours per week on a continuing basis during the entire school year, or
4 following initial employment. Long-term substitutes are excluded.

5 **14.6.3 Limitation**

6 If, for lack of a timely negotiated successor agreement, this Agreement
7 should continue beyond its stated ending date, the District shall not be required
8 to pay more for any of the coverages listed above than their monthly cost in the
9 last fiscal year of this Agreement. Such monthly difference in premium cost
10 may be deducted from the unit member's salary until a successor agreement is
11 reached.

12 During the life of this Agreement if monthly premium costs exceed the
13 negotiated monthly amounts for fringe benefits, the difference may be deducted
14 from the unit member's salary until a subsequent negotiated agreement is
15 reached on either a reduction of benefits or an increase in the District
16 contribution.

17 **14.6.4** BETA will cooperate in efforts to contain the cost of benefit premiums.

18 **14.7 Miscellaneous Rates of Pay**

19 **14.7.1 Special Project & Extra Duty Pay**

20 Effective on the first workday after ratification of this agreement by the
21 Board of Education (September 13, 2000), the rate for special project and extra-
22 duty pay shall be Twenty Dollars (\$20.00) per hour.

23 Notwithstanding the foregoing, the hourly rate for summer school (for
24 assigned summer school duties performed during regularly scheduled duty
25 hours at the assigned site) and the hourly rate for the ITSA Program
26 (Instructional Tutoring for Student Achievement) shall be Twenty-Four Dollars
27 (\$24.00) per hour.

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Effective on the first workday after ratification of this agreement by the Board of Education (September 13, 2000), the hourly pay for unit members qualifying for a higher hourly pay by virtue of being chairpersons shall be paid Twenty-One Dollars (\$21.00) per hour.

14.7.2 Summer School Teacher Lottery

Teachers for summer schools shall be selected from a pool established by a lottery following the filing of a simplified application listing unit member preferences for grade, subject and school assignment.

Summer school teachers shall receive a supply budget of Fifty Dollars (\$50.00) that may be used to order, through BCSD Purchasing Services, instructional supplies from any district-approved vendor.

Unit members who accept a summer school position and then decline that position within fifteen (15) days of the start of the summer school session or during the summer school session, shall not be eligible for a summer school position for the following year unless the District is unable to staff all positions.

14.7.3 Intersession Teachers at McKinley

Intersession teachers at McKinley shall be paid pro-rata of their regular salary.

14.7.4 Curriculum Commission Members

Curriculum Commission members shall be paid on an hourly basis, according to an extra pay timecard.

14.7.5 Unit members who supervise a class of not less than twenty (20) students at the District's outdoor education facility (currently CAMP KEEP-Cambria Pines) shall receive a bonus payment of Fifty Dollars (\$50.00) for each day they are on duty at the facility.

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14.8 Health Insurance Coverage of Certain Retirees

The District shall pay the dollar amount required to provide the equivalent coverage given to active members for health insurance (medical and prescriptions) for employees who retire between the ages of fifty-five (55) and sixty-five (65) years.

Such employees are to remain in the group comprising active employees. The District's obligation for payment of such coverage shall cease upon the last day of the month preceding the month in which the retiree reaches age sixty-five (65).

In order to be eligible for the coverage and payment, the retiree must have been considered a full-time employee and fulfilled at least five (5) years of consecutive employment immediately prior to retirement.

The early certificated retiree must qualify and participate under the State Teachers' Retirement System, and any other legal requirements, for the purpose of monthly deduction to pay the difference between the District's contributed portion and the cost of any dependents.

A leave of absence approved by the Board of Education shall be considered employment for the purpose of meeting the five (5) years of consecutive employment prior to retirement.

14.9 Transportation Reimbursement

Transportation reimbursement for District required and approved for use of private automobile of unit members not identified for an annual allowance shall be at the rate of thirty-one and one-half (31.5) cents per mile or the allowable rate established by the Internal Revenue Service.

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14.10 Layoff Compensation

Unit members who have been laid off pursuant to the provisions of the Education Code and who have not been returned to paid status by September 1st of the year of layoff, shall be provided with health and welfare benefits until October 1st of the year of layoff or until September 1st if non-District employment is attained.

14.11 The parties to this Agreement recognize that the payment of salary as earned, on which State Teachers' Retirement System requires remittances to State Teachers' Retirement System on an "as earned" basis, is a practical necessity. Therefore, the payment of salary on a ten-month or eleven-month basis, depending on employment dates, is agreeable to the parties to this agreement.

As a convenience to unit members, the District will withhold, by written request from the unit member, a specified dollar amount monthly and make payments of one-half (1/2) of the total withheld for each of the months of July (July 31st) and August (August 31st).

Amounts withheld shall be based on a one-time per year, non-revocable written authorization by the employee which shall not be subject to change during the course of the year. The financial interest that may accrue to the District as a result of such withholding shall be retained in full by the District.

14.12 Shift Differential -- Magnet Schools

(Fremont, Mt. Vernon, Owens, McKinley, Thorner, Chavez)

It is the intent of the parties to this Agreement that unit members assigned to a work day on a voluntary basis outside of the 7:30 A.M. and 3:15 P.M. hours stipulated in Section 4.2.2 and unit members receiving stipends who work an additional forty-five (45) minutes, typically until 4:00 P.M. - (Refer to Section 4.3) shall have as part of their regular salary, a differentiated shift allowance of Seven Dollars and Fifty Cents (\$7.50) per hour for each hour the

unit member's work day (shift) goes beyond 3:15 P.M., or 4:00 P.M. for unit members on stipends who work an additional forty-five (45) minutes.

This means that a shift extending an additional one (1) hour to less than one and one-half (1 .5) hours equals Seven Dollars and Fifty Cents (\$7.50); One and one-half (1.5) hours to two (2) hours currently equals Fifteen Dollars (\$15.00) per day added to salary. Fifteen Dollars (\$15.00) per day means an additional Two Thousand Seven Hundred Dollars (\$2,700) per year for one hundred eighty (180) days that school is in session.

14.13 Professional Growth Activities

A. Certificated administrators will serve as the Professional Growth Advisors.

B. A credential holder's evaluating administrator may not act as that candidate's advisor.

The credential holder may seek another advisor under the terms of the Education Code or appeal an adverse action to the Executive Secretary of the Commission of Teacher Credentialing.

C. Association activities that comply with the Education Code and Number 5, Page 15, of the Professional Growth Manual shall be allowed as Professional Growth activities toward the One Hundred Fifty (150) hours.

D. The District and the Association will provide a joint inservice during the New Teacher's Inservice prior to the beginning of each school year.

E. Salary schedule credit allowed for Professional Growth activities, with the exception of Association business, shall be as follows:

Fifteen (15) clock hours per college course equals one (1) semester unit.

Ten (10) clock hours per college course equals one (1) quarter unit.
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Fifteen (15) clock hours of work in Professional Growth activities equal to one (1) semester unit of college credit earned.

F. Nothing in the Professional Growth requirements or procedures shall impact, be a part of, or modify the performance evaluation.

G. The District shall notify each credential holder of the deadline date for Professional Growth requirements **by September 15th** of each school year.

H. *A Professional Growth advisor shall complete and return credential holders initial plan/modification or verify completion within ten (10) days.*

I. *Conferences between credential holders and Professional Growth advisors shall be held during duty hours when reasonably possible.*

ARTICLE 15: PEER ASSISTANCE & REVIEW (PAR)

I. PEER ASSISTANCE AND REVIEW COUNCIL (PAR)

A. The PAR Council will consist of seven (7) members. Members of the PAR Council will include four (4) members selected by the Association and three (3) members appointed by the District. PAR Council members will serve four (4) year terms, except that two (2) of the first four (4) teacher members and two (2) of the first three (3) District members will serve initial two (2) year terms. Both the Association and the District shall appoint one or more alternate members to serve in case of a conflict of interest, or as needed.

B. The PAR Council will establish the internal operational procedures of the Council, including the method for the selection of the Chairperson. Chairpersons shall serve only one (1) year terms and shall alternate between teachers and administration.

C. The PAR Council, by majority vote, will adopt guidelines for implementing the provisions of this Article. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the guidelines are inconsistent with the law, the law will prevail. A copy of the adopted Rules and Procedures will be distributed annually to all bargaining unit members and administrators.

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1 **D.** The PAR Council will establish the meeting schedule. To meet, a simple
2 majority must be present with the majority of those present being teachers.
3 Such meetings may take place during the regular workday, in which event
4 teachers who are members of the Council will be released from their regular
5 duties without loss of pay.

6 PAR Council unit members shall be paid an annual stipend of Two
7 Thousand Five Hundred Dollars (\$2,500.00), for which council members shall
8 be required to perform up to sixty-two and one-half (62.5) hours of related duties
9 outside of regular duty hours/day/year. Alternate PAR Council unit members, if
10 any, shall be paid an annual stipend of One Thousand Dollars (\$1,000.00) for
11 which they shall be required to perform up to Twenty-Five (25) hours of related
12 duties outside of regular duty hours/day/year.

13 PAR Council unit members and Alternate PAR Council unit members, if
14 any, shall be paid Forty Dollars (\$40.00) per hour for additional required PAR
15 duties outside of regular duty hours/day/year that exceed the required stipend
16 service hours.

17 **E.** The PAR Council shall be responsible for selecting Consulting Teachers
18 (defined in Section III). Written confirmation of participation in the PAR Program
19 will be provided by the PAR Council to participating teachers, referred teachers,
20 principals or immediate supervisors, and Consulting Teachers.

21 **F.** The PAR Council shall provide a list of three (3) available Consulting
22 Teachers to a Referred Participating Teacher. The Referred Participating
23 Teacher may choose a Consulting Teacher from this list.

24 All other Participating Teachers may select a Consulting Teacher from a list
25 of available Consulting Teachers provided by the PAR Council.

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1 If any Participating Teacher waives the right to choose a Consulting
2 Teacher, the PAR Council will assign a Consulting Teacher. Any Participating
3 Teacher has the right to meet with the PAR Council to discuss the assignment
4 of the Consulting Teacher within two weeks of notification of the Consulting
5 Teacher.

6 G. All proceedings and materials related to evaluation, reports and other
7 personnel matters shall be strictly confidential. Therefore, PAR Council
8 members and Consulting Teachers may disclose such information only as
9 necessary to administer this Article or as otherwise required by lawful process.

10 H. The PAR Council will review the final report prepared by the Consulting
11 Teacher and make recommendations to the Governing Board or designee
12 regarding the Referred Participating Teacher's progress in the PAR Program,
13 including forwarding to the Governing Board the name of individuals who, after
14 sustained assistance, do not demonstrate satisfactory improvement.

15 I. The PAR Council shall annually evaluate the impact of the PAR Program in
16 order to improve it. The PAR Council may submit recommendations for
17 improving the Program to the Governing Board and to the Association .

18 J. Continuation of the PAR Program is contingent upon and subject to
19 continued funding under ABX1 or successor legislation, if any.

20 The PAR Council will adopt an annual budget for the PAR Program subject to
21 the approval of the Board of Education. Budgeted expenditures shall not
22 exceed the actual funded revenues provided by the State specifically for the
23 PAR Program. Budgeted expenditures specifically related to PAR activities
24 shall be approved by the PAR Council. PAR revenues received by the District
25 in excess of budgeted and/or actual PAR expenditures shall be available to the
26 District pursuant to the provisions of ABX1.

27 K. The PAR Council shall be responsible for recommending, selecting, and
28 providing training for the Council members and alternates.

L. The PAR Council shall be responsible for recommending, selecting, and providing training for the Consulting Teachers prior to the Consulting Teachers' participation in the program.

II. PARTICIPATING TEACHERS

A. A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of Participating Teachers.

1. Beginning Teacher (BT)

a. Fully credentialed 1st or 2nd year teachers

b. Intern teachers including Pre-Intern Teachers

c. Teachers with Emergency Permits

d. Experienced teachers who are new to the District

1) Beginning Teachers in a and b above must be served prior to assigning teachers in c and d to a Consulting Teacher.

2) The primary assistance program for credentialed beginning unit members will be the Beginning Teacher Support and Assessment (BTSA) Program.

2. Referred Participating Teacher (RPT)

a. The purpose of participation in the PAR program is to help veteran teachers in need of development in subject matter knowledge or teaching strategies or both. Permanent unit members shall be required to participate in the PAR program as a result of an unsatisfactory in any part of Sections I or II of the BCSD Teacher Final Evaluation Form.

b. This article does not expand nor diminish the unit member's ability to grieve the evaluation process under Article 2 of the negotiated contract between the parties.

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c. The Consulting Teacher will provide assistance to the Referred Participating Teacher for Ninety (90) school days.

The assistance can end prior to the Ninety (90) days if:

1) The Consulting Teacher submits a final written summary to the PAR Council indicating that further assistance is not necessary because of satisfactory performance of the Referred Participating Teacher or;

2) The principal's subsequent evaluation does not contain an unsatisfactory rating in Sections I or II of the BCSD Teacher Evaluation Form.

After the Ninety (90) day period of assistance, the Consulting Teacher may continue to provide assistance to the Referred Participating Teacher until the Consulting Teacher concludes that the teaching performance of the Referred Participating Teacher is satisfactory or that further assistance will not be productive. At this time, the Consulting Teacher will submit a final written summary report to the PAR Council. A copy of the report shall be provided to the Referred Participating Teacher who shall have the right to request a meeting with the PAR Council and have representation at this meeting.

d. The Consulting Teacher's final written summary report shall be made available as part of the Referred Participating Teacher's evaluation.

e. The Consulting Teacher's final written summary report shall be made available for placement in the Referred Participating Teacher's personnel file.

3. Volunteer Teacher Participants (VT)

a. A permanent unit member who seeks assistance with his/her teaching performance may request the PAR Council to assign a Consulting Teacher to provide peer assistance.

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The VT shall indicate area(s) he/she seeks assistance in his/her request. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in evaluating the teaching performance of a VT Participant. The VT may terminate his/her participation in the PAR Program at any time without a requirement to give a reason for said termination.

b. Information obtained by the Consulting Teacher while working with the VT cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process and/or placed in the VT's personnel file.

B. Referred Participating Teachers (RPT's) shall have the right to representation at scheduled meetings, conducted for the specific purpose of discussing the performance of the RPT, attended by the RPT's immediate supervisor and the assigned Consulting Teacher, as well as appearances before the PAR Council.

III. CONSULTING TEACHERS

A. A Consulting Teacher is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers will possess the following qualifications:

1. Substantial recent experience, at least Five (5) of the last Seven (7) years, in the District as a full-time classroom teacher.

2. Demonstrated exemplary teaching ability.

3. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques and classroom management strategies necessary to meet the needs of pupils in different contexts.

4. Ability to communicate effectively both orally and in writing.

5. Ability to work cooperatively and effectively with others.

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B. A Consulting Teacher provides assistance to a Participating Teacher in improving instructional performance.

This assistance will typically include:

1. Set and discuss performance goals with the Participating Teacher. Assist in developing an Individual Performance Plan (IPP).

2. Multiple observations of the Participating Teacher during periods of classroom instruction.

3. Assist Participating Teacher by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgment, will assist the Participating Teacher.

4. Meet and consult with the evaluating administrator who referred the Referred Participating Teacher and the Referred Participating Teacher.

5. Use District resources to assist the Participating Teacher.

6. Monitor the progress of the Referred Participating Teacher and maintain a written record which shall be shared with the Referred Participating Teacher.

7. When not engaged in PAR activities, Consulting Teachers shall be available to the District, as determined by the BCSD administrator responsible for the PAR program, to provide assistance to other teachers and assist in curriculum-related activities.

C. Consulting Teacher positions will be filled as follows:

1. A notice of available positions shall be sent to all unit members and posted at all sites and in the District office.

2. Applicants shall submit an application form.

3. Applicants shall submit at least three (3) references from individuals, including at least one (1) classroom teacher, who have direct knowledge of the applicant's abilities.

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1 **4.** Consulting Teachers shall be selected by a vote of five (5) members of
2 the PAR Council after a minimum of two (2) representatives of the PAR Council
3 have conducted a site visitation and a classroom observation of all final
4 candidates. Site visitation teams shall be made up of at least one administrator
5 and one teacher.

6 **D.** Consulting Teachers will be trained to both offer peer assistance and to
7 understand the specific functions of the PAR Program. The Council will monitor
8 and evaluate the effectiveness of the Consulting Teachers and make decisions
9 regarding their continuation in the Program.

10 The PAR Council may remove a Consulting Teacher from the position at
11 any time because of the specific needs of the PAR Program or other just cause.
12 Twenty (20) working days prior to the effective date of such removal, the PAR
13 Council will provide the Consulting Teacher with a written statement of the
14 reason(s) for the removal and, at the request of the Consulting Teacher, will
15 meet with him/her to discuss the reasons. Such Consulting Teacher shall have
16 the right to representation.

17 **E.** The term of the Consulting Teacher shall be two (2) years with the option of
18 serving for a third year subject to the approval of the PAR Council. A
19 Consulting Teacher who has served a two-year or a three-year term may
20 reapply after returning to the classroom for two (2) years.

21 Consulting Teachers who opt out of the program after only one (1) year
22 shall not be eligible to reapply for a period of three (3) years from the date of
23 their first approval. Term limits may be waived if no other qualified candidate
24 applies.

25 **F.** A Consulting Teacher may assume a District administrative position not
26 less than thirty (30) calendar days after submitting a letter to the PAR Council
27 resigning the Consulting Teacher position.

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1 **G.** Consulting Teachers shall be paid an annual stipend of Five Thousand
2 Dollars (\$5,000.00) for which they shall perform up to One Hundred Twenty-
3 Five (125) hours of service to the District outside of regular duty hours/day/year
4 to perform PAR duties or other duties pursuant to 3 (B-7) above.

5 Part-time Consulting Teachers, if any, shall be paid an annual stipend of
6 One Thousand Dollars (\$1,000.00) for which they shall perform up to Twenty-
7 Five (25) hours of service to the District outside of regular duty hours/day/year.

8 **H.** Upon completion of service as a full-time Consulting Teacher, he/she will
9 be returned to the position that he/she held prior to becoming a full-time
10 Consulting Teacher. If that position no longer exists, he/she shall be provided a
11 similar position that he/she is credentialed to teach.

12 **I.** Full-time and Part-Time Consulting Teachers shall have a caseload
13 determined by the PAR Council based upon a ratio of Consulting Teachers to
14 Participating Teachers. Participating Teachers include BT's, RPT's, and VT's.
15 This ratio is dependent on the amount of assistance provided to Participating
16 Teachers as determined by the PAR Council and in consultation with the
17 Consulting Teachers.

18 **J.** The PAR Program encourages a cooperative relationship between the
19 Consulting Teacher, Referred Participating Teacher and the Principal with
20 respect to the process of peer assistance and review. Prior to working with a
21 Referred Participating Teacher, the Consulting Teacher and the Referred
22 Participating Teacher will meet with the Principal or immediate supervisor to
23 review and discuss the basis for referral to the PAR Program.

24 **K.** Teachers who are on the PAR Council or who act as Consulting Teachers
25 pursuant to this Agreement shall have the same protection from liability and
26 access to appropriate defense as other public school employees pursuant to
27 California Government Code Section 810, et seq.

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L. Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to the evaluation, employment, classification, retention or non-reelection of certificated employees.

Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.

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[End of Contract]

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