



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

July 1, 2006, through June 30, 2009

**BOARD OF EDUCATION  
BAKERSFIELD CITY SCHOOL DISTRICT**

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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, 2006.

This Agreement shall continue in effect until June 30, 2009, 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, 2009, 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.

1 **2.1 Level I**

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

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

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

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

11 **2.2 Level II**

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

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

18 **2.3 Level III (Grievance Mediation)**

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

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

28 ///

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.

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**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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1 **4.2.4 Preparation/Planning Time**

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

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

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

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

20 The parties mutually acknowledge that State and Federal mandates  
21 along with local concerns have materially increased the number of meetings;  
22 the parties recognize the need for many of the meetings along with the inroads  
23 such meetings make on other time. Accordingly, the parties agree to form a  
24 joint committee consisting of four (4) persons appointed by BETA and four (4)  
25 persons appointed by the District to study the issue of meetings; such study  
26 shall take into account issues such as the legal and/or practical reasons for  
27 each type meeting, the frequency of meetings, the scheduling (calendar) of  
28 such meetings, and techniques through collaboration, focused agendas,

1 adherence to the schedule time lines, etc. The committee will produce  
2 recommendations for maximizing the efficiency of such meetings while reducing  
3 their impact upon other time demands. The Committee's work will be  
4 completed and recommendations submitted by May 30, 2007.

5 **4.3** The length of the unit member duty day and number of annual duty days  
6 of unit members receiving stipends is listed in Article 4.12.

7 **4.4 Limitation on Additional Required Duty**

8 **4.4.1** Unit members shall not be required to perform any duty on days outside  
9 of the one hundred eighty-two (182) duty days as specified in the school year  
10 calendar, Appendix B, pursuant to Sections 4.17 and 4.19. (See Sections  
11 4.17.4 and 4.18, Instruction Days Per School Year)

12 **4.4.2** Unit members shall not be required to perform duties which begin after  
13 regular duty hours with the exception of a single open house activity limited to  
14 two (2) hours and terminated not later than 8:00 p.m.

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

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

23 **4.4.4** Unit members, although not required, are encouraged to volunteer for  
24 duty outside of regular duty hours. Voluntary duties currently paid at the rate  
25 established (14.7) shall continue to be so compensated.

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1 **4.5 Noon Duty Supervision**

2 **4.5.1** All unit members shall be entitled to a duty free uninterrupted lunch  
3 period of not less than thirty (30) minutes.

4 **4.5.2** Unit members shall not be required to supervise students during  
5 students' lunch period, subject to the provisions of Sections 4.5.3 through 4.5.10  
6 below.

7 **4.5.3** Noon duty supervision may be assigned to teachers on an extra pay  
8 basis. If unit members, excluding counselors and office teachers, are assigned  
9 to noon supervision, they shall be paid at the rate of Twenty Dollars (\$20.00)  
10 per hour.

11 **4.5.4** The principal shall have the freedom to select other options for  
12 supervision of students during the students' lunch period, and shall give priority  
13 in the absence of teacher volunteers for noon duty supervision, to securing non-  
14 certificated personnel for noon duty supervision. Such options may include, but  
15 are not limited to, employment of non-certificated noon time assistants,  
16 employment of certificated and non-certificated campus supervisors, the  
17 granting of a stipend to unit members selected for campus supervision which  
18 might include supervision of students at times other than the noon period.

19 **4.5.5** The stipend for campus supervision (with hours adjusted to include an  
20 additional forty-five (45) minutes, i.e., eight (8) hours shall be one thousand two  
21 hundred seven dollars (\$1,207). This provision supersedes the pay statement in  
22 Section 4.5.3.

23 **4.5.6** Volunteering for paid noon duty, either on an hourly basis or on a stipend  
24 basis, does not excuse a unit member from regularly assigned yard and building  
25 supervision.

26 **4.5.7** The principal shall have sole responsibility in selecting the unit members  
27 designated for noontime supervision.

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1 **4.5.8** Such noontime supervision duty shall be voluntary, subject to Section  
2 4.5.10.

3 **4.5.9** In cases where there is/are not a volunteer(s) or said volunteer(s) is/are  
4 absent, the principal shall assign from a volunteer pool of certificated staff as  
5 needed for the absent designated noon duty supervisor(s), to be paid at the  
6 current project rate as stipulated in Section 14.7 of this Collective Bargaining  
7 Agreement.

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

11 **4.5.10** If the principal is unable to assign a replacement for the noon  
12 supervisor from the volunteer pool, said principal shall assign noon duty on an  
13 equitable rotational basis at the current project rate as stipulated in Section 14.7  
14 of the Collective Bargaining Agreement.

15 **4.6 Minimum Days**

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

19 **4.7 Dismissal on Minimum Days**

20 Teachers shall be free to leave work ten (10) minutes after the dismissal  
21 of the last scheduled minimum day class on the minimum days before  
22 Thanksgiving Vacation and Winter Vacation, and also on the REGULAR day of the  
23 annual Open House event and on the REGULAR day before Spring Vacation.  
24 Exceptions to this provision shall be deemed permissible if the principal or  
25 designee determines that there is a need for supervision of students within the  
26 regular duty day by one (1) or more unit members. An example of such need  
27 would be the supervision of students waiting for a bus to take them home. Such  
28 assignments shall be according to a regular duty roster or otherwise on a

1 rotational basis utilizing teachers on the yard duty schedule.

2 **4.8** On the last day of duty for the school year unit members assigned to  
3 schools may leave after duties are completed and they are checked out with the  
4 principal.

5 **4.9** It shall be the responsibility of the site administrator to see that through  
6 class and assignment schedules, each unit member, including Kindergarten and  
7 K-1 teachers, have time for a physical relief break.

8 **4.10** Unit members who travel from one school to another on a regular basis  
9 shall have the same rights to a planning/preparation period, lunch period, and  
10 physical relief breaks as do other unit members.

11 **4.11** With respect to the various meetings required by the Federal Regulations  
12 governing Individualized Education Programs for handicapped children, the  
13 following shall apply: (1) the District shall make a good faith effort to schedule  
14 meetings during daily work hours, rather than at night; (2) for bargaining unit  
15 members who are not normally assigned classroom responsibility, the District  
16 shall make a good faith effort to provide compensatory time off if the burden of  
17 night meetings becomes substantial; (3) for classroom teachers, the District  
18 shall, if such meetings become a substantial additional burden, make a good  
19 faith effort to schedule the meetings in such a way as to minimize the burden,  
20 including, where appropriate, scheduling of several such meetings on the same  
21 day on a released time basis.

22 **4.12** The following unit members shall work an additional forty-five (45) minutes  
23 per day and shall work days per year as stipulated \* (see next page):

24	Speech Therapist	182
25	Teacher, Communicatively Handicapped	192
26	Counselor	192
27	Resource Specialist	182
28	Library Media Specialist	192

1	Specialist (Various)	190
2	Teacher/Office	182
3	Curriculum Commission (3 hours/week)	182

4 **4.12.1** Notwithstanding 4.12, the following unit members who hold clear  
 5 California Credentials and/or full California certification required for their  
 6 assigned position shall work additional minutes per day and shall work days per  
 7 year as stipulated: Effective July 1, 2007, Speech Language Pathologists  
 8 (SLPs) shall not be eligible to receive any stipend or bonus pursuant to Sections  
 9 4.12.1 and/or 14.4.1; (see Section 4.4.2).

10	Counselor, (School-Based)	\$3,620
11	Counselor, Jr. High Middle School	\$3,620
12	Counselor	\$3,420
13	Counselor, Part-Time	\$1,710
14	Program Specialist, Special Education	\$3,420
15	Program Specialist, Family Support, BTSA (11-month)	\$5,120
16	Program Specialist, School-Based	\$4,010
17	Program Specialist	\$4,010
18	Magnet Specialist	\$4,010
19	Library Media Specialist	\$3,100
20	Resource Specialist	\$1,820
21	Resource Teacher, General Classroom	\$4,500
22	Specialist (Various)	\$4,010
23	Teacher/Office	\$2,730
24	Peer Assistance and Review Council (PAR)	\$2,500
25	Consulting Teacher, Full-Time (Peer Assistance & Review)	\$5,000

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**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

**\*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

**Specialist (Various) (\$4,010.00)**

190 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).

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1 **4.13.2** Kindergarten teachers shall be available, at the discretion of the  
2 principal and within the instructional time limitations described in other  
3 subsections of this section, for assistance or assignment in the instructional  
4 program of the primary grades when not actually teaching a Kindergarten class.

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

9 **4.13.3** Additional instructional minutes beyond Kindergarten class-room time  
10 shall be limited to use as an instructional resource to primary teachers for  
11 instruction of small groups, individual tutoring, remediation of proficiency skills,  
12 and others as may be agreed to by the Kindergarten teacher and the principal at  
13 each site.

14 **4.13.4** The schedule, specific duties, and location for such time shall be  
15 established in advance, except for unforeseen circumstances of an emergent  
16 nature. It is not the intention of this section to utilize Kindergarten teachers in a  
17 manner so as to avoid hiring a substitute teacher in the primary grades when it  
18 is feasible and appropriate to do so.

19 **4.13.5** *Student contact time for Kindergarten teachers may be up to two*  
20 *hundred thirty-two (232) minutes (including recesses for Kindergarten session).*

21 **4.13.6** *Student contact time for K/1, first and second grade teachers may be*  
22 *up to two hundred ninety-three (293) minutes, except for staggered schedules,*  
23 *which may be up to three hundred thirteen (313) minutes, exclusive of recesses.*

24 **4.13.7** No Kindergarten, Kindergarten/First, First, Second, or Third grade  
25 teacher shall be assigned to a staggered schedule without that teacher’s  
26 consent.

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**4.13.8 Extended Kindergarten**

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

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

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 1<sup>st</sup> 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.

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**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)

**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.

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1 **4.16 Curriculum Commission, Junior High or Middle School Department**  
2 **Chairs/Leaders, Elementary School Grade Level Chairs/Leaders**

3 Unit members who volunteer or are assigned by the immediate  
4 supervisor to the specific position of Curriculum Commission, Junior High or  
5 Middle School Department Chairs/Leaders, Elementary School Grade Level  
6 Chairs/Leaders shall be compensated at the project rate pursuant to Section  
7 14.7, for required duty, as determined by the immediate supervisor, that occurs  
8 outside of the regular duty day.

9 **4.17 Calendar**

10 **4.17.1** The number of workdays referenced in Section 4.1 shall be distributed  
11 for 2006-07 according to the calendar in Appendix B.

12 **4.17.2** The calendar for 2007-08 and 2008-09 shall follow the format of the  
13 2006-07 calendar with the same number of duty days adjusted to calendar  
14 variance. Any substantive change in the calendar will be proposed for  
15 negotiation, but changes due to calendar variance only need not be negotiated  
16 further.

17 **4.17.2.1** Effective for the 2005-06 school year and continuing thereafter, the  
18 District calendar shall be changed to reflect a one calendar week earlier start  
19 and end of the unit member regular duty year than in the 2004-05 school year.

20 Notwithstanding the foregoing, with respect to McKinley School only,  
21 beginning in the 2005-06 YRE school year and continuing thereafter, the start of  
22 the unit member duty year shall continue as in 2004-05 about the third week of  
23 July (July 15<sup>th</sup> in 2005), however the winter break will be reduced from three  
24 weeks to two weeks and the end of the YRE unit member duty year shall be one  
25 week earlier than in 2004-05.

26 Effective for the 2005-06 school year, unit members not considered  
27 as twelve-month employees shall receive eleven monthly regular salary  
28 warrants, excluding the month of July.

1 **4.17.3** The parties agree that in the event school is closed because of  
2 inclement weather or for other purpose, a make-up day will be scheduled to  
3 take the place of the day(s) school is/are closed, so that one hundred eighty  
4 (180) days of instruction are maintained. Such make-up days shall be without  
5 additional pay.

6 **4.17.4** Pursuant to 4.17.3, the calendar shall include two (2) additional student  
7 attendance days to be utilized only in the event that it is necessary to maintain  
8 One Hundred Eighty (180) instructional days for the school year.

9 **4.18 Instruction Days Per School Year**

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

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

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

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

20 **4.19 Year-Round Education Program (at McKinley School)**

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

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

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

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

10 **4.20 Teacher Compensation (IF SUBSTITUTES ARE UNAVAILABLE)**

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

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

24 A classroom teacher, assigned to teach a physical education class in a  
25 junior high or middle school, is subject to the conditions pursuant to 4.20.1 if  
26 and only if, he/she is assigned additional students from the class of an absent  
27 teacher because of the unavailability of a substitute teacher or unit member  
28 period substitutes. In the event that there is no rotational planning period at the

1 school site, bargaining unit members will be compensated subject to the  
2 conditions pursuant to 4.20.1.

3 **4.20.1** In K-5 and K-6 schools, but not including summer school and  
4 intersessions, if the District is unable to assign a substitute teacher for a  
5 classroom teacher absence for which a substitute is allocated according to  
6 District procedures, and such absence is reported according to District  
7 procedures, then the classroom teacher acting as a substitute teacher shall be  
8 entitled to additional compensation, subject to the conditions specified herein.  
9 For each group of five (5) students assigned from another classroom teacher's  
10 class, the receiving teacher shall be paid Two Dollars and Fifty Cents (\$2.50)  
11 per hour not to exceed Fifteen Dollars (\$15.00) for the entire school day.

12 Any fraction of an hour less than .5 (one-half) shall not be counted.

13 Any fraction equal to more than .5 (one-half) shall be counted as 1.0 (one) hour.

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

21 **4.21 Flex Time**

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

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

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

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

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

## 23           **Article 5: LEAVE PROVISIONS**

24   **5.1**     Requests to be absent from duty for an extended period of time shall be  
25 submitted in writing to the principal or department head by the unit member.

26   **5.1.1**   Wherever in this Article the terms spouse, husband or wife are used,  
27 they shall be interpreted to apply to a registered domestic partner.

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1 **5.2 Personal Illness and Injury Leave**

2 5.2.1 Full-time unit members shall be entitled to eleven (11) days leave with  
3 full pay for each school year for purposes of personal illness or injury. Unit  
4 members who work less than full-time shall be entitled to that portion of the  
5 eleven (11) days leave as the number of hours per week of scheduled duty  
6 relates to the number of hours for a full-time unit member in a comparable  
7 position.

8 Intersession teachers at McKinley School shall earn one (1) additional  
9 accumulative sick leave day by teaching the intersessions.

10 5.2.2 After the annual earned leave as set forth in Section 5.2.1 and Section  
11 5.2.3 is exhausted, additional non-accumulated leave shall be available for a  
12 period not to exceed five (5) school months of twenty (20) days each, exclusive  
13 of Saturdays and Sundays, but including school holidays, provided that the  
14 provisions of Section 5.2.4 below are met.

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

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

24 5.2.3 If a unit member does not utilize the full amount of leave as authorized in  
25 Section 5.2.1 above, in any school year, the amount not utilized shall be  
26 accumulated from year to year.

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1 **5.2.3.1** The interruption of service for a period of thirty-nine (39) months shall  
2 void the accumulated sick leave unless the unit member is returning under the  
3 provisions of Education Code Section 44931. Leaves of absence shall not be  
4 construed to mean an interruption of service within the meaning of this section.

5 **5.2.3.2** Unit members serving less than a school year shall be deducted one  
6 day's salary for each day of sick leave taken in excess of school months, or  
7 portion thereof, served after expiration of accumulated sick leave.

8 **5.2.3.3** Requests for transfer of accumulated or unused sick leave, for illness  
9 or injury, from another school district shall be requested by the unit member and  
10 verified in accordance with regulations set forth in Education Code Section  
11 44979.

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

14 **5.2.3.4** Twelve-month unit members who become ill or disabled while on  
15 vacation may use accumulated sick leave upon presentation of a certificate from  
16 a licensed physician.

17 **5.2.4** Upon request by District management, a unit member shall be required  
18 to verify and/or to present a medical doctor's or Christian Science practitioner's  
19 certificate, at District expense, verifying the personal illness or injury and/or  
20 medical authorization to return to work. If a medical doctor's or Christian  
21 Science practitioner's certification is required the District shall bear the cost of  
22 this certification that is in excess of the unit member's health insurance  
23 coverage.

24 The District may make all necessary inquiries in order to be fully  
25 informed as to the nature and severity of the illness or injury, and to report such  
26 findings to the Superintendent or designee. If the report concludes that the  
27 absence is not due to personal illness or injury, or that the illness is not  
28 sufficiently severe to warrant continued absence, then the Superintendent or

1 designee, after notice to the unit member, may refuse to grant such leave. If  
2 requested by the District management, a unit member shall not return to work  
3 until he/she submits a medical doctor's or Christian Science practitioner's  
4 authorization to return to work.

5 **5.2.5** Unit members shall give reasonable notice to their immediate supervisor  
6 when there is a need to be absent. Reasonable notice shall be construed to be  
7 two (2) hours prior to start of class session. Exceptions to this will be untimely  
8 or emergency health conditions. Failure to provide reasonable notice as set  
9 forth in this article shall be grounds for denial of leave with pay.

10 **5.2.6** A unit member who is absent from duty for less than a full day shall have  
11 deducted from the accumulated leave increments of one-half (1/2) hour. Any  
12 fraction of a half-hour shall count as one-half (1/2) hour.

13 **5.2.7** By not later than October 1 of each school year, each unit member shall  
14 be notified of the sick leave total and sick leave entitlements accumulated as of  
15 September 1.

16 **5.2.8** In addition to the provisions of Section 5.2.1 of this article, which do not  
17 apply to unit members employed through a special contract to teach in summer  
18 school, summer school teachers shall be entitled to one (1) day of paid sick  
19 leave at the daily rate of summer school pay. Credit for allowable sick leave for  
20 summer school shall not be accumulative.

21 **5.3 Personal Necessity Leave**

22 **5.3.1** Leave which is credited under 5.2.1 of this article may be used for  
23 purposes of personal necessity, provided that use of such necessity leave does  
24 not exceed seven (7) days in any school year. *Personal Necessity Leave IS*  
25 *deducted from sick leave.*

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1 **5.3.2** For purposes of this provision personal necessity leave shall be limited  
2 to:

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

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

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

12 **5.3.3** Before the utilization of personal necessity leave a unit member must  
13 obtain prior written approval from the appropriate management person, except  
14 for cases of "a" and "b" in Section 5.3.2 above. Should the circumstances  
15 outlined in "a" and "b" arise, the unit member shall make every effort to comply  
16 with District procedures to enable the District to secure a substitute.

17 **5.3.4** Under all circumstances a unit member shall verify in writing that the  
18 personal necessity leave was used only for purposes as set forth in Section  
19 5.3.2 above. A unit member is subject to loss of full pay for the period of  
20 absence if the leave was used for purposes other than stipulated.

21 **5.4 Bereavement Leave**

22 **5.4.1** A unit member shall be entitled to a maximum of five (5) days leave of  
23 absence without loss of salary on account of death of any member of his/her  
24 immediate family. This absence shall be in addition to sick leave allowance,  
25 Section 5.2.1.

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1 **5.4.2** For purposes of this provision an immediate family member shall be  
2 limited to legally established mother, father, grandmother, grandfather, or a  
3 grandchild of the employee or of the spouse of the employee, and the spouse,  
4 son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member,  
5 "step" relations of the above, or any relative living in the immediate household of  
6 the above, or any relative living in the immediate household of the unit member.

7 **5.4.3** Absence without loss of salary is allowed for three (3) days upon the  
8 death of a relative other than those named in the preceding paragraph or upon  
9 the death of a close friend. *This absence shall not be in addition to the annual*  
10 *days allowed for sick leave and will be deducted from allowable accumulated*  
11 *sick leave.*

12 **5.4.4** The District shall require the use of Bereavement Leave before Personal  
13 Necessity Leave days are used for purposes allowed in this paragraph.

14 **5.5 Leave for Pregnancy Disability**

15 **5.5.1** Unit members are entitled to use sick leave as set forth in Section 5.2.1  
16 and Section 5.2.2 for disabilities caused or contributed to by pregnancy,  
17 miscarriage, childbirth, and recovery therefrom on the same terms and  
18 conditions governing leave of absence from other illness or medical disability.  
19 Such leave shall not be used for child care, child rearing, or preparation for child  
20 bearing, but shall be limited to those disabilities as set forth above.

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

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1 **5.5.2** Unit members are entitled to leave without pay or other benefits for  
2 disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom  
3 when sick leave as set forth in Section 5.2.1 and Section 5.2.2 has been  
4 exhausted. The date on which the unit member shall resume duties shall be  
5 determined by the unit member on leave and the unit member's physician;  
6 however, the District management may require a verification of the extent of  
7 disability through a physical examination of the employee by a physician  
8 appointed and compensated by the District.

9 **5.5.3** The unit member on leave for pregnancy disability shall be entitled to  
10 return to a position comparable; i.e., same grade or subject, to that held at the  
11 time the leave commenced.

## 12 **5.6 Leave Without Pay for Child Bearing Preparation & Child Rearing**

13 **5.6.1** Leave without pay or other benefits may be granted to a unit member for  
14 preparation for child bearing and for child rearing, notwithstanding the  
15 provisions of the Family Medical Leave Act and/or The California Family Rights  
16 Act.

17 **5.6.2** The unit member shall request such leave as soon as practicable, but  
18 under no circumstances less than ten (10) work days prior to the date on which  
19 the leave is to begin. Such request shall be in writing and shall include a  
20 statement as to the dates the unit member wishes to begin and end the leave  
21 without pay.

22 **5.6.3** The determination as to the date on which the leave shall begin and the  
23 duration of such leave shall be made at the discretion of the Superintendent  
24 when considering the scheduling and replacement problems of the District.

25 **5.6.4** The duration of such leave shall consist of no more than twelve (12)  
26 consecutive months. *Such leave of absence may be extended for good reason*  
27 *to cover a total time of two (2) calendar years.*

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1 **5.6.5** The unit member is not entitled to the use of any accrued sick leave or  
2 other paid leave while such employee is on child bearing preparation leave or  
3 leave for child rearing, whether or not the illness or disability is related to a  
4 pregnancy, miscarriage, childbirth, or recovery therefrom.

5 **5.6.6** There shall not be a diminution of employment status for child bearing or  
6 child rearing except that no person shall be entitled to compensation, increment,  
7 or the accrual of seniority for layoff or reduction in force purposes, nor shall the  
8 time taken on parental leave count toward credit for probationary unit members  
9 in earning tenure status.

10 **5.6.7** If a unit member is on leave for child bearing or child rearing and in the  
11 event of a miscarriage or death of a child subsequent to childbirth, the unit  
12 member may request an immediate assignment to a unit position. If there is a  
13 vacancy for which a unit member is qualified, the District will assign the unit  
14 member to a position as soon as practicable.

15 **5.7 Industrial Accident Leave**

16 **5.7.1** Unit members shall be entitled to industrial accident leave according to  
17 the provision of Education Code Section 44984 for personal injury which has  
18 qualified for worker's compensation under the provision of State law.

19 **5.7.2** Such leave shall not exceed sixty (60) days during which the schools of  
20 the District are required to be in session or when the unit member would  
21 otherwise have been performing work for the District in any one fiscal year for  
22 the same industrial accident.

23 **5.7.3** The District has the right to have the unit member examined by a  
24 physician designated by the District to assist in determining the length of time  
25 during which the unit member will be temporarily unable to perform assigned  
26 duties and the degree to which a disability is attributable to the injury involved.

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1 **5.7.4** For any days of absence from duty as a result of the same industrial  
2 accident, the unit member shall endorse to the District any wage loss benefit  
3 check from the State Compensation Insurance Fund which would make the total  
4 compensation from both sources exceed one hundred percent (100%) of the  
5 amount the unit member would have received as salary had there been no  
6 industrial accident or illness.

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

## 12 **5.8 Judicial Leave**

13 **5.8.1** Unit members will be provided leave for regularly called jury duty and to  
14 appear as a witness in court, other than as a litigant, for reasons not brought  
15 about through the convenience or misconduct of the unit member. This unit  
16 member shall submit a written request for an approved absence no less than  
17 ten (10) days, or as soon as the unit member is notified of the call to jury duty,  
18 prior to the beginning date of the leave or as a witness.

19 **5.8.2** The unit member, while serving jury duty, will receive pay in the amount  
20 of his/her regular earnings. The unit member shall have two (2) pay periods to  
21 return the earnings from jury duty, excluding mileage allowance. If the unit  
22 member does not return the jury duty earnings to the District within two (2) pay  
23 periods, the District shall deduct the jury duty earnings from the third pay  
24 warrant.

25 **5.8.3** When a unit member other than the plaintiff is necessarily absent  
26 because of his/her appearance in court in response to a subpoena duly served,  
27 the amount deducted from the salary due him/her on account of such absence  
28 shall not exceed the sum which he/she receives because of the subpoena.

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

6 **5.9   Absence for Personal Leave**

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

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

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

18 **5.10   Absence for Personal Reasons**

19           Requests to be absent for personal reasons which are deemed to be  
20 necessary shall be made to the principal or department head, who shall refer  
21 the request on a "Request to be Absent" form to Personnel Services, who may  
22 approve or deny the request if the absence is for ten (10) days or less; if the requested  
23 absence is in excess of ten (10) days, it shall be presented by Personnel Services to the  
24 Board of Education for such action as the Board may desire to take.

25           *Absences for personal reasons shall be without salary.*

26 *///*

27 *///*

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1 **5.11 Illness in Family**

2 **5.11.1** Pursuant to Section 5.2.1 and Section 5.2.3, but exclusive of the  
3 provisions of Section 5.2.2, personal illness and injury leave may be utilized for  
4 the illness of husband, wife, child, father, mother, father-in-law, mother-in-law,  
5 brother or sister.

6 For each school year, such leave for illness in the family is limited to a  
7 combination of the amount of remaining, unused leave, if any, pursuant to  
8 Section 5.2.1, and the amount of accumulated leave, if any, pursuant to Section  
9 5.2.3, but shall not exceed thirty (30) days. *Verification of illness may be*  
10 *required.*

11 **5.12 Other Leave Provisions**

12 **5.12.1** Upon recommendation of the Superintendent and approval by the  
13 Board of Education, leave without compensation, increment, seniority or tenure  
14 credit, may be granted for a period of one (1) school year for the following  
15 purposes: Peace Corps, care for a member of the immediate family who is ill,  
16 long-term illness of the unit member, service in an elected public office,  
17 professional study or research, or for any other reason acceptable to the Board  
18 of Education.

19 **5.12.2** A leave of absence may be granted for less than but not more than one  
20 (1) calendar year. However, a leave of absence may be extended for good  
21 reason to cover a total time of two (2) calendar years.

22 **5.12.3 Expiration of Leave of Absence**

23 Upon the expiration of a leave of absence for illness, the unit member  
24 will be permitted to return to his/her previous assignment when returning to duty  
25 provided the leave of absence does not exceed the equivalent of Seventy-Four  
26 Percent (74%) of duty days for one (1) school year in continuous absence; and  
27 in the case of other leaves or leaves for illness extending beyond Seventy-Four  
28 Percent (74%) of the school year, when possible, the unit member will be

1 assigned to a position which is the same as or similar to the one held when the  
2 leave was granted provided that the notice of intent to return is made in writing  
3 at least twenty-one (21) days in advance of the expiration date.

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

11 **5.12.4** Failure to report for duty at the expiration of a leave of absence shall be  
12 considered sufficient cause for dismissal.

#### 13 **5.12.5 Medical Benefits During Leave**

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

#### 18 **5.12.6 Requests for Substitutes**

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

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

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1 On a site-by-site basis as the Principal or department head determines,  
2 the above notification obligations may be satisfied by utilizing the Substitute  
3 Employee Management System {SEMS} (or any successor system) for  
4 reporting the beginning and ending of all leaves except for the procedures  
5 applicable to Personal Necessity Leave subsections (a) and/or (b). If SEMS (or  
6 successor system) is not functioning, then the unit member shall contact the  
7 Principal or designee. The District will make every effort to assure that SEMS  
8 (or successor system) is functioning as of the first day staff is required to be on  
9 duty for all sites, including year-round sites.

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

12 **5.12.7 Leave of Absence – No Break in Service**

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

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

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

20 **5.13 Military Leave**

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

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

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1 **5.14 Vacation Time**

2 **5.14.1 Vacation Time for Less Than 12-Month Personnel**

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

5 **5.14.2 Vacation Time for 12-Month Personnel**

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

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

13 **5.14.2.1 Vacation Time for Employees - Partial Year**

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

19 **5.14.2.2 Accumulated Vacation Time**

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

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1 **5.14.2.3 Vacation Days Upon Termination**

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

7 **5.15 Application of Accumulated Sick Leave**  
8 **to Unit Member's Retirement**

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

15 The number of years of service credit to be granted shall be  
16 determined by applicable law and STRS regulations. When a member has  
17 made application for retirement pursuant to Section 23900, the school district  
18 shall certify to the Teachers' Retirement Board the number of days of  
19 accumulated and unused sick leave for illness or injury to which the unit  
20 member is entitled on his/her final day of employment. Education Code Section  
21 22719.

22 **5.16 Teacher Exchange Program -- Leave of Absence**

23 The District participates in the International Educational and Cultural  
24 Exchange Program, authorized by the Mutual Educational and Cultural  
25 Exchange Act of 1961, otherwise known as the Fulbright-Hays Act, Public Law  
26 87-256. The Office of Education handles the program for teachers. District  
27 tenured certificated personnel may apply by obtaining the necessary application  
28 forms from the Department of Personnel.

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

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

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

### 13 **5.17 State Teachers' Retirement System (STRS)**

#### 14 **Disability Allowance Leave**

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

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

### 22 **5.18 Personal Business Leave**

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

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

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

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

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

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

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

## 23 **Article 6: CLASS SIZE**

24 **6.1** Whenever administratively practicable, and whenever the District's  
25 financial resources allow, and whenever the facilities are available, the following  
26 average class size shall be maintained: **SEE NEXT PAGE**

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1 **Kindergarten through Grades Eight...29**

2 **6.2** In addition, the above listed class size averages are subject to  
3 modification for purposes such as, but not limited to, consideration of split-grade  
4 or low enrollment classes, large group or experimental instruction, team  
5 teaching limitations because of distribution of pupils by attendance areas,  
6 changes in enrollment.

7 **Article 7: EVALUATIONS**

8 **7.1** The District management shall evaluate all permanent bargaining unit  
9 members *no less than once every two years* and all probationary bargaining unit  
10 members annually.

11 **7.2** Those unit members who are regularly scheduled to be evaluated and are  
12 assigned at the beginning of the school year shall be so notified by the  
13 appropriate management person by no later than the fifteenth pupil attendance  
14 day of each school year. Such notice will be accompanied by a brief  
15 explanation of the procedures for evaluation.

16 **7.3 Procedure**

17 **7.3.1** No later than **October 15th** of the school year in which the evaluation is  
18 to take place, the evaluator and the evaluatee shall meet and cooperatively  
19 develop the elements upon which evaluation is to be based. If the evaluator  
20 and evaluatee cannot agree to the elements of the evaluation, the differences  
21 will then be submitted to an administrator, selected by the evaluatee from a list  
22 of five (5) administrators supplied by the Superintendent. Such administrator  
23 will then resolve the differences.

24 **7.3.2** The evaluatee shall identify those conditions that affect the attainment of  
25 goals and/or objectives.

26 **7.3.3** One (1) preliminary review conference will be held **prior to December**  
27 **15th** at which time a summary evaluation will be discussed with the evaluator  
28 and the evaluatee.

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

6 **7.3.5** Hearsay statements shall be excluded from written evaluations.

7 **7.3.6** Evaluators and evaluatees should be assured that goals and/or  
8 objectives are embryonic in nature and may have to be mutually revised and  
9 amended to conform to the needs of the children and staff as the school year  
10 progresses.

11 **7.3.7** Any certificated employee who receives a substantially negative  
12 comment on their evaluation relative to an observation shall, upon request, be  
13 entitled to a subsequent observation by the evaluator or by one of five (5)  
14 administrators from a list provided by the Superintendent or designee. The  
15 selection of the evaluator for this observation shall be at the discretion of the  
16 evaluatee from the above options.

17 **7.3.8** Upon an unsatisfactory evaluation, the evaluator shall make specific  
18 recommendations for improvement, and endeavor to assist in the unit member's  
19 performance.

20 **7.3.9** A final evaluation conference will be held no later than March 1st. The  
21 evaluator will present the written evaluation and discuss the matters with the  
22 unit member. The unit member must sign the evaluation signifying only that the  
23 unit member has read the document, and has been provided the opportunity of  
24 attaching a written response that will become a part of the permanent record.

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

6 **7.3.11** Effective for the 1993-94 school year and thereafter, notwithstanding  
7 any other provision of the Agreement, for unit members who have achieved  
8 permanent status, provided there is no rating of unsatisfactory on the summary  
9 evaluation form, then by mutual agreement of the evaluator and evaluatee, the  
10 summary evaluation shall become the final evaluation.

11 **7.4** Nothing in this article shall be construed to allow for any evaluation rating  
12 made of unit members by management to be subject to the grievance  
13 procedure.

#### 14 **7.4.1 Evaluation Committee**

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

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

20 The unit members appointed by BETA to the committee shall receive  
21 release time.

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

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1 **7.5 Public Charges**

2 **7.5.1** Complaints by students, parents, non-management employees, or  
3 citizens may not be used in an evaluation nor placed in personnel files unless  
4 the unit member has the right:

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

9 (2) Should the site administrator or affected unit member believe that a  
10 meeting with the complainant would help to resolve the problem, the  
11 administrator will attempt to set up a meeting involving administration, the unit  
12 member and the complainant. If the complaining party refuses to schedule a  
13 meeting, the complainant shall be notified that absent such meeting, the  
14 complaint shall be deemed withdrawn.

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

16 (4) to be represented upon request at all meetings by an Association  
17 representative. If the procedural rights are denied, the complaint(s) cannot  
18 proceed nor be placed in the unit member's personnel file.

19 (5) The existence of this article does not limit the District's discretion or ability  
20 to utilize administrative disciplinary procedures where the conduct in question  
21 warrants disciplinary action.

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

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1 **7.5.2** If a unit member is accused or reported as a child abuser, appropriate  
2 administration will notify the unit member in a timely manner, after conferring  
3 with appropriate agencies or authorities, unless

- 4 (1) Otherwise instructed by child protective agencies, or law enforcement;  
5 (2) It would violate State or Federal law;  
6 (3) It would violate privacy rights guaranteed under State or Federal law;  
7 (4) It would interfere with an ongoing investigation by law enforcement and/or  
8 child protective agencies;

9 Subject to the above conditions, the District shall inform the unit member of  
10 the investigation as soon as possible; and shall keep the unit member informed  
11 of the progress of the investigation to the extent of the District's knowledge as  
12 permitted by the investigating authority or authorities.

13 To the extent the District gathers and retains materials which prove to be  
14 false and untrue in connection with such investigation, such materials shall then  
15 be destroyed.

16 A unit member will take no reprisals or otherwise retaliate against person(s)  
17 reporting the member, except for such redress that may be available in a court  
18 of law.

## 19 **7.6 Personnel Files**

20 **7.6.1** A unit member shall be permitted to review and obtain a copy of the  
21 materials in his/her personnel file that may serve as the basis for affecting  
22 his/her evaluation on the status of his/her employment. The review of material  
23 is not to include ratings, reports, or records which are prohibited from review by  
24 the provisions of the Education Code Section 44031, "... (1) were obtained prior  
25 to the employment of the person involved, (2) were prepared by identifiable  
26 examination committee members, or were obtained in connection with a  
27 promotional examination."

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

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

7 **7.6.2** The District shall keep a log indicating the persons who have examined  
8 a personnel file as well as the dates such examinations were made. Such log  
9 shall be available for examination by the unit member or his/her Association  
10 representative who is authorized in writing to make such examination.

11 **7.6.3** Every unit member shall have the right to inspect such materials and  
12 permission shall be granted provided that the request is made during regular  
13 office hours and at a time when the unit member is not actually required to  
14 render service to the District.

15 **Article 8: TRANSFERS**

16 **8.1** Reassignments and transfers are made to schools, departments and  
17 positions so as to best meet the needs of the school district. They may be  
18 made at any time during the school year. However, each year staff members  
19 shall have the opportunity to request transfers for the ensuing school year.

20 Recommended reassignments and transfers of unit members shall be  
21 submitted to the Superintendent of Schools by the Assistant Superintendent,  
22 Personnel Services. Transfers of unit members shall be subject to the review  
23 and approval of the Superintendent of Schools.

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

27 **8.2** Transfers may be requested by the unit member or by the principal,  
28 director, or supervisor.

1 **8.3** From time to time it may be necessary to reassign teachers from one  
2 grade level to another or from one school and subject area to another or to a  
3 substitute status or to non-employment status. This necessity is predicated  
4 upon several factors:

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

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

9 or emergencies requiring the necessity of shutting down a school.

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

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

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

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

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

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

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

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

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

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

24 **8.3.1** If no vacancy is available for the credential authorization the District shall  
25 utilize the services of the unit member at the discretion of the District; such  
26 service may include but is not limited to substitute teaching; and if no regular  
27 assignment can be made in an area of credential authorization, the District may  
28 take the legal steps necessary for layoff of surplus personnel.

1 **8.3.2** Unit members who hold multiple credentials, including Special Education  
2 credentials; i.e., LDG, EH, or EMR, shall not be transferred involuntarily to a  
3 special subject area in which they are not presently assigned, except that a unit  
4 member may be reassigned to a special subject area if the unit member's initial  
5 assignment upon employment with the District was in the special subject area.  
6 In such instances the position shall be filled with the least senior unit member in  
7 the special subject area.

## 8 **8.4 Voluntary Unit Member Transfer**

### 9 **8.4.1 Definition**

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

### 15 **8.4.2 Limitation**

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

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

### 23 **8.4.3 Procedure**

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

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

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

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

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

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

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

#### 16 **8.4.4 Qualifications**

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

24 **8.4.5** Both applications received in response to the posting of a specific  
25 vacancy and appropriate applications from those on the current transfer waiting  
26 list will be considered prior to the filling of any specific vacancy.

27 **8.4.6** If a request for transfer is denied, the unit member shall be given, upon  
28 request, written rationale for the denial.

1 **8.4.7** During the school year when a unit member is offered a transfer which  
2 he/she has requested as a first choice, he/she shall be expected to accept such  
3 an offer. *In all other cases, a unit member may withdraw an application for*  
4 *transfer or reassignment within two (2) days of such offer without prejudice to*  
5 *consideration for future transfers or reassignment.*

6 **8.4.7.1** A unit member who is granted a transfer during the school year shall be  
7 eligible to assume his/her new position on the first duty day of the following  
8 school year. Pursuant to Sections 8.3, 8.5.6, and 8.7, said unit member shall  
9 also be considered a staff member at his/her new school prior to assuming  
10 his/her new position for purposes of staffing.

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

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

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1 **8.4.9.1** The District and BETA shall meet and jointly develop criteria for the  
2 acceptance and rejection of unit member applications for immediate transfer.  
3 Such criteria shall constitute a Memorandum of Understanding to this  
4 Agreement. In the event the reasons stated in the unit member's application  
5 are not included within said criteria, the District and BETA shall meet for  
6 consideration and disposition of said application.

7 **8.4.9.2** The date on which a unit member assumes a vacant or new position  
8 shall not be a condition of the offer or acceptance of said position.

9 **8.4.9.3** Notwithstanding any other provision of this Agreement, the rejection of  
10 a unit member's application for immediate transfer shall not be subject to the  
11 grievance procedure.

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

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

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1 **8.4.11 Voluntary Transfers to Schools Ranked in Deciles 1-3**

2 Notwithstanding any other provision of this agreement, a teacher who  
3 requests a voluntary transfer to a school that is ranked in Deciles 1 to 3  
4 inclusive, shall not be transferred to that school if the principal of the school  
5 refuses to accept the transfer.

6 Teachers requesting a voluntary transfer, to one of the District Decile 1-  
7 3 schools, may, upon request, receive an interview with the principal of the  
8 requested school. If the teacher granted such transfer-based interview so  
9 requests, or if the principal chooses, a teacher(s) assigned to the requested  
10 site, chosen by the principal, shall also participate in the interview process. The  
11 local teacher participating in the interview shall be from the same grade level or  
12 within one grade level as the teacher requesting a transfer or, for junior high or  
13 middle schools, from the same department as the requesting teacher.

14 Notwithstanding any other provision of this agreement, for voluntary  
15 transfer requests addressed to non-Decile 1-3 schools for assignments to be  
16 made prior to April 15, the principal at the school may interview up to five of the  
17 most senior qualified applicants and shall select from that group.

18 Notwithstanding any other provision of this agreement, for voluntary  
19 transfer requests addressed to any District school to be assigned after April 15  
20 of the school year preceding the transfer, the District is free to consider and  
21 select outside applicants who have applied for vacancies at the school and will  
22 be reviewed on the same bases as applicants then currently employed by the  
23 District.

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1 **8.4.12 Amendment/Deletion of Senate Bill 1655**

2 If, during the term of this agreement, provisions of Senate Bill 1655 are  
3 amended or deleted by final Legislative action and approved by the Governor;  
4 then; upon request from the District or the Association, the parties shall re-open  
5 for negotiations those provisions of the Article affected by changes in Senate  
6 Bill 1655.

7 **8.5 Involuntary Transfer**

8 **8.5.1** No unit member shall be transferred without justifiable reason in fact and  
9 supported by a reasonable interpretation of the Policies and Procedures of the  
10 District and/or the Education Code and/or pertinent State and Federal laws.  
11 Transfers shall not be used to punish or discipline unit members.

12 **8.5.2** Before any District initiated transfer is effected, the unit member must be  
13 advised through personal interview and in writing by the administrator making  
14 the request for transfer stating that an administrative transfer is being  
15 recommended and the reasons therefore. Upon request an opportunity will be  
16 provided for the unit member to meet with the appropriate administrator to  
17 discuss the proposed transfer. The unit member shall have the right to  
18 representation of his/her choice at such meeting when providing a written  
19 authorization.

20 **8.5.2.1** Unit members subject to a District-initiated transfer effective for the  
21 following school year shall be so notified by April 15<sup>th</sup>.

22 **8.5.3** The current list of vacancies will be provided to any unit member being  
23 transferred involuntarily and he/she shall have the right to choose from among  
24 those vacancies for which he/she is qualified, provided that qualified unit  
25 member applicants with higher District seniority shall have first choice,  
26 according to the provisions of this article.

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1 **8.5.4** When administrative transfers must be made during the school year, the  
2 principal of the school making the transfer will determine which elementary level  
3 or secondary subject area will be reduced. The principal will notify all unit  
4 members of the affected grade levels or subjects of the required reduction.  
5 Volunteers may be transferred if they so request.

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

9 **8.5.5** Unit members transferred involuntarily shall have the same rights to  
10 advance notice, released time and custodial assistance as provided in the  
11 voluntary teacher transfer article.

12 **8.5.6** In cases of involuntary transfer, due to reduced staffing requirements,  
13 the individual in the identified administrative unit with the least District seniority  
14 will be designated as the involuntary transferee unless a volunteer in that  
15 administrative unit is identified. The involuntary transferee will be given a list of  
16 available positions and allowed to apply for his/her choice of vacancies.

17 **8.6 Transfers by Seniority**

18 **8.6.1** If more than one (1) unit member, meeting the qualifications of Section  
19 8.4.4 of this article, applies for a vacancy, seniority within the school district  
20 shall be the controlling factor in determining which unit member shall be  
21 transferred to fill the vacancy.

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

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1 **8.7 Transfers Relating to School Closures,**

2 **Discontinued Services and Layoff**

3 **8.7.1** Unit members who lose their positions because of school closures,  
4 discontinuance of particular kinds of service, or because of reasons set forth in  
5 Section 8.5.6 shall have first preference for vacancies over all other involuntary  
6 and voluntary transfers, except as specified in Section 8.7.3 below.

7 **8.7.2** Unit members who are unassigned for the following school year  
8 pursuant to Sections 8.5, 8.7.1, or 8.7.3, or who have applied for an  
9 administrative transfer pursuant to Section 8.9 shall be transferred as follows:

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

14 **B.** On the first duty day after May 1<sup>st</sup>, such unit members shall be invited to a  
15 meeting at the Education Center, as soon as practicable after students are  
16 dismissed for the day, to select a position for the following year. In the event  
17 that routine changes in principal assignments for the following year are not  
18 announced prior to May 1<sup>st</sup>, the selection process shall be delayed until the third  
19 duty day following the public announcement.

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

23 **8.7.3** If the District as a result of a layoff pursuant to the Education Code must  
24 transfer or reassign unit members in order to insure the retention of unit  
25 members with greater length of service, then such transfers and reassignments  
26 shall take precedence over all other transfer and reassignment provisions of this  
27 article.

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1 **8.7.4 Notice to Association**

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

7 In addition, the District will notify the Association of any formal  
8 recommendation to the Board regarding a proposed layoff prior to the  
9 recommendation being presented to the Board.

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

12 **8.7.5** Notwithstanding any other provision of this article, these provisions shall  
13 not be applied in a manner that violates HEW guidelines covering Affirmative  
14 Action.

15 **8.7.6** Notwithstanding any other provision of the collective bargaining  
16 agreement, not including classroom teachers in other than permanent status or  
17 special education teachers, each school year up to two classroom teachers with  
18 the greatest District seniority and up to one other classroom teacher assigned to  
19 each school which is in year two or more of Program Improvement, SAIT,  
20 HPSG, IIUSP, pursuant to applicable federal and/or state regulations, who  
21 submit a letter of request to the immediate supervisor not later than March 1<sup>st</sup>  
22 may with the written approval of the immediate supervisor, transfer from such  
23 school with the same rights as magnet school teachers under Section 8.9 of the  
24 Agreement.

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1 **8.7.7** Notwithstanding any other provision of the agreement, a special  
2 education classroom teacher in permanent status may at any time submit a  
3 written request to Personnel Services for reassignment as a special education  
4 teacher at another site and/or in another special education instructional area in  
5 which such teacher is credentialed and deemed qualified to serve by special  
6 education management. Such written reassignment requests received in  
7 Personnel Services shall be valid for twelve calendar months and will first be  
8 considered by the Director of Special Education or designee in descending  
9 order of District seniority before any such requested new or vacant position is  
10 filled by a new hire(s).

## 11 **8.8 Reassignments**

12 **8.8.1** Reassignments at a particular school site are the responsibility of the  
13 building principal. Such reassignments shall not be made in a manner that is  
14 arbitrary or capricious. In making reassignments (changes from current  
15 assignment) to grade levels and/or subject areas, the principal shall give  
16 consideration to the following:

- 17 1. Educational program needs of the school;
- 18 2. Credential requirements;
- 19 3. Preferences of unit members;
- 20 4. Demonstrated skills and the experience of unit members;
- 21 5. Seniority of unit members.

22 **8.8.2** *When grade combination classes are formed and there are no*  
23 *volunteers for the combination class, and it cannot be listed as a vacancy to*  
24 *which an incoming teacher to the school can be assigned, then the principal*  
25 *shall make a reassignment of a teacher in the two (2) grades involved on the*  
26 *basis of rotation, with the teacher being reassigned who has not been assigned*  
27 *to a combination class for the longest period of time.*

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1 In the event that a teacher is subject to a reassignment to a combination  
2 class, as cited above, in two (2) different combinations; i.e., a 2-3 and a 3-4,  
3 then the teacher in the grade involved (Grade 3) who has not been assigned to  
4 a combination class for the longest period of time shall have the choice of the  
5 two (2) combinations for reassignment, unless a teacher in the adjacent grade  
6 whose turn it is to take a combination class has not had a combination class for  
7 a longer period of time opts to take one (1) of the combination classes; i.e., the  
8 2-3 in the example above, leaving only the 3-4 class for the third grade teacher.

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

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

15 **8.8.3** If more than one (1) unit member at a site applies for the same vacant or  
16 new position at that site and each applicant is qualified (In general, a unit  
17 member will be considered qualified for the vacancy or new position only if  
18 he/she holds the required California credential, meets the qualifications  
19 specified in the adopted position description and meets all special requirements  
20 indicated for the vacancy or new position as determined by the appropriate  
21 administrator, and does not violate regulations affecting Equal Opportunity and  
22 Affirmative Action), then the unit member with the greatest seniority shall  
23 receive the reassignment. (Note: Section 8.8.3 does not interfere with the  
24 principal's right to involuntarily reassign a staff member pursuant to Section  
25 8.8.1).

26 **8.8.4** When a unit member is reassigned to a different room during the school  
27 year, the unit member shall be given, upon request, one (1) day of released  
28 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.

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.

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1 **2.** If the K/1 classroom is formed because the Kindergarten enrollment cannot  
2 support the number of assigned Kindergarten teachers and the enrollment in the  
3 other grades at the school necessitates shifting students to comply with the  
4 provisions of Article 6 and that K/1 classroom is assigned pursuant to Section  
5 8.8.2 to a Kindergarten teacher in an A.M./P.M. rotation, then that teacher shall  
6 move out of the shared Kindergarten classroom. If there is a Kindergarten  
7 teacher at the school not in an A.M./P.M. rotation then this teacher shall move  
8 into the rotation vacated by the newly assigned K/1 teacher.

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

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

## 21 **8.9 Administrative Transfer in Magnet Schools**

22 Teachers assigned to regular classes at magnet school sites may request  
23 an administrative transfer at the end of the school year pursuant to Section  
24 8.5.3, except to another magnet school.

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

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1 If the request is granted, the administrative transfer shall be treated as an  
2 involuntary transfer as stipulated in the certificated Collective Bargaining  
3 Agreement. It is the involuntary transferee's right to choose on the basis of  
4 seniority an existing opening for which the transferee is qualified, pursuant to  
5 the Collective Bargaining Agreement, Section 8.4.4.

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

11 **8.10** Notwithstanding any other provision of this agreement, no unit member  
12 may be transferred into a school not meeting the requirements of the State of  
13 California Academic Performance Index (API) without the approval of the  
14 principal assigned to such school. Such restriction is limited to the five (5)  
15 lowest performing district schools as determined by the API.

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

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

### 23 **8.11 Speech and Language Pathologists -- Assignment**

24 Notwithstanding any other provision of the collective bargaining agreement:

25 Upon written request to the Director of Special Education (Director)  
26 received before March 15th, a bargaining unit member assigned to a speech  
27 therapist position shall be informed of known speech therapist positions available  
28 for the following duty year.

1 Before making speech therapist assignments for the following duty year,  
2 the Director shall consider written requests for reassignment submitted and  
3 received in Personnel Services not later than five (5) days after notification of  
4 available positions to speech therapists requesting such information.

5 The assignment and/or reassignment of speech therapists are the  
6 responsibility of the Director of Special Education. Reassignments of speech  
7 therapists including location at a school site(s) shall be based upon the following:

- 8 1. Legal requirements of the District including, but not limited to, meeting the  
9 service needs and requirements of special education students and credential  
10 requirements;
- 11 2. Educational program needs of the District;
- 12 3. Demonstrated skills and experiences of the speech therapists;
- 13 4. Preferences of speech therapists;
- 14 5. Timely submitted written requests for reassignment; and
- 15 6. District seniority of speech therapists.

16 **Article 9: SAFETY CONDITIONS OF EMPLOYMENT**

17 **9.1.1** Reasonable safety precautions shall be used in all phases of District  
18 operation to insure safe and healthful working conditions for all unit members in  
19 compliance with all laws and regulations of this Board and other agencies  
20 responsible for health and safety.

21 **9.1.2** Unit members shall not be required to work in unsafe conditions or  
22 perform tasks which endanger their health or safety, provided that such shall not  
23 be interpreted to provide a right of a unit member to abandon his/her position or  
24 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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1 (b) when schools are closed because of foggy weather conditions with no  
2 delayed opening, all unit members shall be excused and reassigned to a make-  
3 up day.

4 **9.2.3 Delayed Duty Reporting Time:**

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

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

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

20 **9.2.4 Unit Member Compensation Factors**

21 **Due to Delayed Opening or Closing of School:**

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

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

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1 **9.3** Special Education teachers who are assigned a student classified as an  
2 Individual with Exceptional Needs (I.D.E.N.S.) may be required to perform  
3 tracheal suctioning, catheterization, and change colostomy bags only if the unit  
4 member has been sufficiently trained in such procedures and the aide, back-up  
5 aide, and school nurse, all of whom are also trained in such procedures, are not  
6 at the school site.

7 **9.4** To the extent permitted by law, the District shall notify a teacher who is to  
8 receive a student who has a chronic infectious disease or will notify the teacher  
9 upon learning of a student with a verified case of a chronic infectious disease  
10 already assigned to said teacher.

11 **Article 10: ASSOCIATION RIGHTS**

12 **10.1** The Association representatives and Association members with an  
13 appropriate reservation filed with the District shall have the right to use school  
14 buildings and facilities for Association activities. Association business and  
15 activities of unit members will be conducted outside the regular duty hours  
16 except: (a) when an authorized Association representative secures advance  
17 permission from the Superintendent or designee; (b) when Association activities  
18 do not interfere with the school program or duties of unit members; and (c)  
19 when Association activities do not interfere with rights of unit members to refrain  
20 from listening or speaking with Association representatives.

21 **10.2** Names and job locations of bargaining unit members shall be provided  
22 without cost to the Association no later than October 15th of each school year.

23 **10.3** The Association shall have the right to post notices with an appropriate  
24 Association identification, including the name of the responsible Association  
25 officer, regarding activities and matters of general Association concern on  
26 designated bulletin boards, at least one (1) of which shall be provided in each  
27 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 2006-2009 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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1 **10.4.2** Any unit member who is not a member of the Bakersfield Elementary  
2 Teachers Association, CTA/NEA, or who does not make application for  
3 membership within thirty (30) days following ratification between the parties, or  
4 within thirty (30) days from the date of commencement of assigned duties within  
5 the bargaining unit for those hired after ratification, shall become a member of  
6 the Association or pay to the Association a fee in an amount equal to unified  
7 membership dues, initiation fees and general assessments, payable to the  
8 Association in one lump sum cash payment in the same manner as required for  
9 the payment of membership dues. In the event that a unit member shall not pay  
10 such fee directly to the Association, the District shall immediately begin  
11 automatic payroll deduction as provided in Education Code Section 45061 and  
12 in the same manner as set forth in Paragraph A of this article. There shall be no  
13 charge to the Association for such mandatory agency fee deduction.

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

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

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

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

12 **10.4.3** The Association agrees to follow the rules and regulations for agency  
13 fee rebates as adopted by the Public Employment Relations Board (PERB).

14 **10.4.4** With respect to all sums deducted by the District pursuant to  
15 Paragraphs 10.4.1 and 10.4.2 above, whether for membership dues or agency  
16 fee, the District agrees promptly to remit such monies to the Association  
17 accompanied by an alphabetical list of unit members for whom such deductions  
18 have been made, categorizing them as to membership or non-membership in  
19 the Association and indicating any changes in personnel from the list previously  
20 furnished.

21 **10.4.5** The Association agrees to furnish any information needed by the  
22 District to fulfill the provisions of this Article.

23 **10.4.6** The Association and the District hereby agree as follows:

24 **A.** The Association agrees to pay to the District as reasonable legal fees and  
25 legal costs incurred by the District in defending against any court actions and/or  
26 administrative action before the Public Employment Relations Board (PERB)  
27 challenging the legality or constitutionality of the agency fee provisions of this  
28 Agreement or implementation thereof provided that the Association shall have

1 exclusive right to decide and determine whether any such action shall be  
2 compromised, resisted, defended, tried, or appealed.

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

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

16 **10.4.7** Upon appropriate written authorization from the unit member, the  
17 District shall deduct from the salary of any unit member and make appropriate  
18 remittance for such deductions to, but not limited to, annuities, credit union,  
19 charitable donations, and any other plans or programs jointly approved by the  
20 Association and the District.

21 **10.5** The District will provide the Association President with a copy of the  
22 Board agendas at least forty-eight (48) hours in advance of such meetings,  
23 except in cases of emergencies.

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1 **10.6 Release Time For Association President**

2 **10.6.1** The District shall grant to the BETA President a leave of absence from  
3 instructional responsibilities to devote full time to Association business. The  
4 President shall be paid in the usual manner as if he/she were a regular  
5 employee of the District and shall suffer no reduction in salary, step, fringe, or  
6 other benefits. The President shall also be guaranteed the right to return to the  
7 site and position occupied before taking office if said position would have still  
8 been available in the normal course of events.

9 **10.6.1.1** Effective January 1, 1999, and in each subsequent year during which  
10 the BETA President is granted a leave of absence, the Association shall  
11 reimburse the District in an amount equal to the total annual cost of a full-time  
12 classroom teacher placed at Step One, Column One of the Teachers' Annual  
13 Basic Salary Schedule.

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

21 **10.6.1.2** For the 2006-07 school year only, the total amount of reimbursement  
22 shall be Thirty-Nine Thousand Four Hundred Sixteen Dollars (\$39,416.00).  
23 Beginning with the 1999-2000 school year, and for each affected school year  
24 thereafter, the Association shall reimburse the District for the applicable  
25 amounts described in 10.6.1.1 above in ten (10) equal monthly installments  
26 payable on the last working days of the month September through June  
27 inclusive. In the event of a retroactive salary adjustment during the school year,  
28 the Association shall be required to pay the increased amount.

1 10.6.2 The District shall provide a total of five (5) release days at no loss of  
2 salary or other benefits for association members as designated by the BETA  
3 President to conduct Association business.

4 **Article 11: CONCERTED ACTIVITIES**

5 11.1 It is agreed and understood that there will be no strike, work stoppage,  
6 slow-down, or picketing in furtherance thereof, or compliance with the request of  
7 other labor organizations to engage in such activities, by the Association, its  
8 officers, agents, or members during the term of this Agreement.

9 11.2 The Association recognizes the obligation of its representatives to  
10 comply with the provisions of this clause and to make reasonable effort toward  
11 inducing all unit members to do so. In the event of a strike, work stoppage, or  
12 slow-down by unit members who are represented by the Association, the  
13 Association agrees to take good faith steps to cause those unit members to  
14 cease such action.

15 11.3 The parties agree that this article shall be null and void only during the  
16 period of bargaining on subjects that are reopened for bargaining according to  
17 the terms of this contract (Section 13.3).

18 **Article 12: SAVINGS**

19 12.1 In the event that any provision of this Agreement shall at any time be  
20 declared invalid by exhaustion of the legal process through the courts of the  
21 State or Federal government, such decision rendered shall not invalidate any  
22 other provisions of this agreement and all remaining provisions shall remain in  
23 full force and effect.

24 12.2 *In the event that a provision of this Agreement is declared invalid as set*  
25 *forth in this Article, the District and the Association shall meet within a*  
26 *reasonable time no later than ten (10) days after both parties are in receipt of*  
27 *the decision declaring invalidity to negotiate modification of the Agreement to*  
28 *include amended provisions of the specific article declared invalid.*

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

4                           **Article 13: MISCELLANEOUS PROVISIONS**

5           **13.1 Superseding Provision**

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

8           **13.2 Completion of Meet and Negotiation**

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

18           **13.3 Bargaining Reopeners**

19           Section 13.2 notwithstanding, the parties agree that bargaining  
20 reopeners in the year 2007-08 shall be limited to Sections 14.1 (Compensation)  
21 and 14.6 (Fringe Benefits) and one (1) other item for each party. For the year  
22 2008-09, bargaining reopeners shall be limited to Section 14.1 (Compensation)  
23 and 14.6 (Fringe Benefits), and two (2) additional items for each party.

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**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, 2006, the basic teachers' salary schedule shall be increased by 5.43%.

Notwithstanding the foregoing, effective July 1, 2006, the annual salary at Step One, Column One of the Teachers Basic Annual Salary Schedule shall be Thirty-Nine Thousand Four Hundred Sixteen Dollars (\$39,416.00).

**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:

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.

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

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

13 **14.2 Increment for Experience (Step)**

14 **14.2.1** Using as a base the format of the Teachers' Annual Basic Salary  
15 Schedule for 2006-07 (Appendix C), unit members shall advance one (1)  
16 vertical step on the salary schedule except for those whose placement is at the  
17 maximum step for their class.

18 **14.2.2** Beginning with unit members employed for the 1985-86 school year,  
19 credit for service outside the Bakersfield City School District shall be allowed for  
20 the unit members at the rate of one (1) step for one (1) year of service in a  
21 certificated position up to a maximum of six (6) years.

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

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1 **14.3 Increment for Growth (Column)**

2 Using as a base the format of the Teachers' Annual Basic Salary  
3 Schedule for 2006-07 (Appendix C), unit members who are eligible shall  
4 advance to the appropriate column for the number of semester unit credits  
5 approved and recorded by Personnel Services.

6 **14.3.1 Deadline Dates for Submission of Units**

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

10 **14.4** The bonus for Master's Degree and Doctorate shall be Nine Hundred  
11 Dollars (\$900.00).

12 **14.4.1 Bilingual/Special Education Bonus**

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

17 Multiple Subject Credential/Bilingual Emphasis

18 Multiple Subject Credential/BCLAD Emphasis

19 Bilingual Cross-Cultural Credential

20 Bilingual Certificate of Competence (BCC)

21 Bilingual Cross-cultural Language Academic Development

22 (BCLAD) Certificate

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

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1 **14.4.1.1** Not including unit members assigned to a stipend position, all other  
2 unit members assigned to a special education position who hold clear California  
3 credentials and/or full California certification required for their assigned position  
4 shall receive a bonus of Seven Hundred Fifty Dollars (\$750.00). Documentation  
5 by a State-approved provider conveyed to the District of class hours attended  
6 by nurses to maintain State licensure required by the pertinent unit member job  
7 description shall be allowed as salary schedule credit pursuant to the applicable  
8 formula in 14.13 E.

9 **14.4.1.2** *If a unit member is assigned to a stipend position and also qualifies  
10 for a bonus pursuant to 14.4.1.1, then such unit member shall receive a  
11 Bilingual/Special Education bonus in addition to the stipend.*

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

14 **14.4.1.3** *If a unit member is assigned to a special education/bilingual position  
15 and qualifies for a bonus pursuant to both 14.4.1 and 14.4.1.2 then such unit  
16 member shall receive two bonuses.*

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

19 *A unit member qualified to receive a bonus pursuant to either 14.4.1 or*  
20 *14.4.2, but not both, shall receive only one Bilingual/Special Education bonus.*

## 21 **14.4.2 Speech & Language Pathologists**

22 Notwithstanding any other article and/or section of the collective  
23 bargaining agreement between the parties currently in effect or any other  
24 established past practice:

25 Speech and Language Pathologists (SLPs) shall be required to work a  
26 contiguous eight hour day including a thirty minute duty-free lunch period  
27 between the hours of 7:30 A.M. and 4:30 P.M. as determined by the Director of  
28 Special Education or designee.

1 Effective July 1, 2007, the SLP work year shall be consistent with the  
2 provisions of Section 4.18 or 4.19 as applicable. Effective July 1, 2007, SLPs  
3 shall not be eligible to receive any stipend or bonus pursuant to Sections 4.12.1  
4 and/or 14.4.1. SLPs shall receive a bonus of Three Thousand Five Hundred  
5 Eighty-Seven Dollars (\$3,587.00) on or about June 10, 2007.

6 Effective with the 2007-2008 school year the SLP longer day stipend shall  
7 be Three Thousand Four Hundred Twelve Dollars (\$3,412.00); on or about June  
8 10, 2008, and on or about June 10 of each successive year the District shall pay  
9 the SLPs a bonus amount of Four Thousand Five Hundred and Eighty-Eight  
10 Dollars (\$4,588.00), such payments subject to the following conditions: the SLP  
11 (1) was physically at work for 75% or more of the immediately completed work  
12 year and (2) has delivered to Personnel Services by May 15th a written  
13 agreement to work as an SLP for the district for the following work year. In the  
14 case of the retirement of an SLP from the district pursuant to district and STRS  
15 regulations, the requirement to work for the following work year shall be waived.

16 If an SLP agrees to work as an SLP for the district for the following work  
17 year and otherwise qualifies and receives the annual bonus on or about June  
18 10th, but then: 1) subsequently resigns from the district for any reason with an  
19 effective date on or before the last duty day of the following work year; or 2)  
20 receives an approved leave of absence from the district for any reason other than  
21 illness of self or an immediate family member and is not physically at work for at  
22 least 75% of the following work year; then the SLP shall repay to the district the  
23 full amount of the bonus or Four Thousand Dollars (\$4,000.00) whichever is less.  
24 In the case of a leave of absence because of illness a doctor's written verification  
25 of illness shall be required. If time permits, in the event of such departure, this  
26 agreement also constitutes an agreement that the amount due and owing may be  
27 deducted from remaining pay warrants unless mutually satisfactory, alternative  
28 arrangements are made.

1 SLPs shall be paid Fifty Dollars (\$50.00) an hour for directly providing  
2 speech and language services to district students voluntarily outside of regular  
3 duty hours provided such assignment has been offered and authorized by the  
4 Director of Special Education or his/her designee. The Director of Special  
5 Education or designee shall determine which SLP, if any, will be offered an  
6 assignment to provide speech and language services to District students outside  
7 of regular duty hours, and the site(s), days and hours of assignment and will  
8 endeavor to make said offers of assignments as equitably as possible among the  
9 SLPs. Planning time outside of regular duty hours, if authorized by the Director  
10 of Special Education or designee, shall be paid at the usual rate for project pay  
11 pursuant to Section 14.7.1.

12 **14.5** During the term of this contract the minimum salary provisions of  
13 Education Code Section 45023.4 or any modification thereto resulting from  
14 legislation subsequent to Senate Bill 813 shall be implemented to the extent  
15 funded according to pertinent regulation.

16 **14.6 Fringe Benefits**

17 **14.6.1** Effective October 1, 2006, the Bakersfield City School District shall  
18 provide for each eligible full-time unit member, up to Twelve Thousand Three  
19 Hundred Fifty-Six Dollars and Four Cents (\$12,356.04) per year to offset costs  
20 of premiums for medical, Pacific Dental or Delta Dental, prescription, cancer, life  
21 insurance, vision and an employee assistance plan.

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

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1 **14.6.1.1** Pending further negotiations pursuant to Section 13.3, effective  
2 October 1, 2003, the District contribution and employee benefit plans as  
3 described in Section 14.6.1 above, will be unchanged. Notwithstanding the  
4 foregoing however, effective October 1, 2005, the District contribution as  
5 described in Section 14.6.1 shall be reduced by Four Hundred Fifty-Six Dollars  
6 (\$456.00) unless the Association signs an agreement not later than June 1,  
7 2005, approving modifications in the employee prescription plan to include the  
8 following changes: 1) In the employee-only prescription plan 30-day supply  
9 prescription plan co-pay, a change to Three Dollars (\$3.00) for generic drug  
10 prescriptions and Fifteen Dollars (\$15.00) for on or off patent brand name drug  
11 prescriptions. 2) In the 90-day supply prescription drug co-pay, a change to  
12 Three Dollars (\$3.00) for generic drug prescriptions and Thirty-Five Dollars  
13 (\$35.00) for on or off patent brand name drug prescriptions.

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

17 **14.6.2** "Full-time" unit member is defined as a regular unit member who works  
18 no less than three and one-half (3.5) hours per day seventeen and one-half  
19 (17.5) hours per week on a continuing basis during the entire school year, or  
20 following initial employment. Long-term substitutes are excluded.

21 **14.6.3 Limitation**

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

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

6 **14.6.4** BETA will cooperate in efforts to contain the cost of benefit premiums.

7 **14.7 Miscellaneous Rates of Pay**

8 **14.7.1 Special Project & Extra Duty Pay**

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

12 Notwithstanding the foregoing, the hourly rate for summer school (for  
13 assigned summer school duties performed during regularly scheduled duty  
14 hours at the assigned site) and the hourly rate for the ITSA Program  
15 (Instructional Tutoring for Student Achievement) shall be Twenty-Four Dollars  
16 (\$24.00) per hour.

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

21 **14.7.2 Summer School Teacher Lottery**

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

25 Summer school teachers shall receive a supply budget of Fifty Dollars  
26 (\$50.00) that may be used to order, through BCSD Purchasing Services,  
27 instructional supplies from any district-approved vendor.

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

5 **14.7.3 Intersession Teachers at McKinley**

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

8 **14.7.4 Curriculum Commission Members**

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

11 **14.7.5** Unit members who supervise a class of not less than twenty (20)  
12 students at the District's outdoor education facility (currently CAMP KEEP-  
13 Cambria Pines) shall receive a bonus payment of Fifty Dollars (\$50.00) for each  
14 day they are on duty at the facility.

15 **14.8 Health Insurance Coverage of Certain Retirees**

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

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

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

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

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

8 Notwithstanding the foregoing, any unit member with a hire date on or  
9 after January 1, 2007, shall not be eligible for any benefit described in Section  
10 14.8 unless such member is considered a full-time employee and fulfilled at  
11 least ten (10) years of consecutive employment with the Bakersfield City School  
12 District immediately prior to retirement.

13 A leave of absence approved by the Board of Education for unit  
14 members with a hire date on or after January 1, 2007, shall be considered  
15 employment for the purpose of meeting the ten (10) years of consecutive  
16 employment prior to retirement.

#### 17 **14.9 Transportation Reimbursement**

18 Transportation reimbursement for District required and approved for use  
19 of private automobile of unit members not identified for an annual allowance  
20 shall be at the rate of forty-four and one-half (44.5) cents per mile or the  
21 allowable rate established by the Internal Revenue Service.

#### 22 **14.10 Layoff Compensation**

23 Unit members who have been laid off pursuant to the provisions of the  
24 Education Code and who have not been returned to paid status by September  
25 1st of the year of layoff, shall be provided with health and welfare benefits until  
26 October 1st of the year of layoff or until September 1st if non-District  
27 employment is attained.

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1 **14.11** The parties to this Agreement recognize that the payment of salary as  
2 earned, on which State Teachers' Retirement System requires remittances to  
3 State Teachers' Retirement System on an "as earned" basis, is a practical  
4 necessity. Therefore, the payment of salary on a ten-month or eleven-month  
5 basis, depending on employment dates, is agreeable to the parties to this  
6 agreement.

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

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

15 **14.12 Shift Differential -- Magnet Schools**

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

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

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1 This means that a shift extending an additional one (1) hour to less  
2 than one and one-half (1 .5) hours equals Seven Dollars and Fifty Cents  
3 (\$7.50); One and one-half (1.5) hours to two (2) hours currently equals Fifteen  
4 Dollars (\$15.00) per day added to salary. Fifteen Dollars (\$15.00) per day  
5 means an additional Two Thousand Seven Hundred Dollars (\$2,700) per year  
6 for one hundred eighty (180) days that school is in session.

7 **14.13 Professional Growth Activities**

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

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

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

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

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

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

21 Fifteen (15) clock hours per college course equals one (1) semester unit.
22 Ten (10) clock hours per college course equals one (1) quarter unit.
23 Fifteen (15) clock hours of work in Professional Growth activities equal to 24 one (1) semester unit of college credit earned.

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

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

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

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

5 **ARTICLE 15: PEER ASSISTANCE & REVIEW (PAR)**

6 **I. PEER ASSISTANCE AND REVIEW COUNCIL (PAR)**

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

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

18 **C.** The PAR Council, by majority vote, will adopt guidelines for implementing  
19 the provisions of this Article. Said guidelines will be consistent with the  
20 provisions of the Agreement and the law, and to the extent that there is an  
21 inconsistency, the Agreement will prevail and to the extent the guidelines are  
22 inconsistent with the law, the law will prevail. A copy of the adopted Rules and  
23 Procedures will be distributed annually to all bargaining unit members and  
24 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.

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

## 4 **II. PARTICIPATING TEACHERS**

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

### 9 **1. Beginning Teacher (BT)**

10 a. Fully credentialed 1st or 2nd year teachers

11 b. Intern teachers including Pre-Intern Teachers

12 c. Teachers with Emergency Permits

13 d. Experienced teachers who are new to the District

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

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

### 18 **2. Referred Participating Teacher (RPT)**

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

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

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

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

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

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

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

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

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

19 **3. Volunteer Teacher Participants (VT)**

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

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

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

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

### 10       **III. CONSULTING TEACHERS**

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

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

16       **2.** Demonstrated exemplary teaching ability.

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

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

21       **5.** Ability to work cooperatively and effectively with others.

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

24       This assistance will typically include:

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

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

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

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

6       **5.** Use District resources to assist the Participating Teacher.

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

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

14       **C.** Consulting Teacher positions will be filled as follows:

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

17       **2.** Applicants shall submit an application form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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28   [End of Contract]

<b>Teachers – Pre-Kindergarten through Eighth Grade</b>
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Academic Coach	English, Reading, Social Science (ELD)
Academic Program Leader	English Language Development (ELD)
Adaptive P.E. Specialist	Environmental Education Specialist
Adaptive P.E. Teacher	Gifted & Talented Education (GATE)
Alternative School	Home Economics
Art	Home School Program/HSP (GATE)
Art, English/Reading	Immersion
Art Immersion	Immersion, Title II
Art Magnet	Immersion YRE
Art, Reading	Infant Development Program
Art, Social Science	Industrial Arts
Communicatively Handicapped	Industrial Arts, Reading
Computer Magnet	Industrial Technology
Computer Specialist	Instrumental Music
Computer Lab	Instrumental Music, Choir
Consulting Teacher PAR	Kindergarten
Consumer Education	Kindergarten, Dual Immersion
Counselor	Kindergarten Immersion
Counselor, Part-Time	Kindergarten YRE
Core	Language Arts
Deaf and Hearing Impaired	Language Arts, Reading Immersion
Dual Immersion	Language Arts, Social Science
English	Learning Handicapped
English (GATE)	Learning Handicapped, NIP
English, Language Arts	Leave of Absence
English, Math	Library Media Specialist
English, Reading	Long Term Substitute
English, Reading, AVID	Magnet Art
English, Reading (Core)	Magnet Music
English, Reading ELD	Magnet Program Specialist
English, Reading, Enrichment	Magnet Science
English, Reading, Honors	Magnet Specialist
English, Reading Immersion	Magnet YRE
English, Reading Immersion (Core)	Math
English, Reading GATE	Math, Choir
English, Reading, Social Science	Math, Enrichment

Math, Honors ELD  
Math Lab  
Math, Language Arts  
Math, Music  
Math, P. E.  
Math, Science  
Math, Science (CORE)  
Math, Science, Social Science  
Math, Social Science, Music  
Math, Technology (CORE)  
Middle School Teacher  
Mild/Moderate (Special Ed.)  
Moderate/Severe (Special Ed.)  
Music  
Music, Choir  
Music Magnet  
Office Teacher  
Opportunity  
Outreach Specialist  
Physical Education  
P.E., Immersion  
P.E., Social Science  
Physically Handicapped  
Pre-Kindergarten  
Pre-Kindergarten, Bilingual  
Pre-Kindergarten, Learning Handicapped  
Pre-Kindergarten Even-Start  
Pre-Kindergarten M/S  
Pre-Kindergarten SH  
Primary Language  
Program Facilitator  
Program Specialist  
Program Specialist, 11-Month  
Program Specialist, BTSA  
Program Specialist, Family Support Services  
Program Specialist, Healthy Start  
Program Specialist, Literacy Coach  
Program Specialist, Special Education  
Program Specialist, Reading First

Reading  
Reading, English  
Reading, English GATE (Core)  
Reading Immersion  
Reading Lab  
Reading/Language Arts  
Reading, Language Arts Honors  
Resource Specialist  
Resource Specialist, Primary Language  
Resource Teacher, General Classroom  
School Nurse  
Science  
Science, Enrichment  
Science Magnet  
Science, P.E.  
Science, Social Science  
Severely Handicapped  
Social Science  
Social Science, AVID  
Social Science (GATE)  
Social Science Honors (GATE)  
Social Science, Industrial Arts  
Social Science, In School Suspension  
Social Science, Math  
Social Science, Science  
Social Science, P.E.  
Social Science, P. E. (Core)  
Speech Therapist  
Speech Therapist, Bilingual  
Summer School Teacher  
Teacher, 3-R Program  
Teacher, Reading Specialist  
Teacher/Evaluator  
Technology Lab  
Title II  
Traveling Music  
Vocal Music  
Year Round Education

<b>AUGUST</b>	—	1	2	3	4	Aug. 1	Principals on Duty
	7	8	9	10	11	Aug. 7	School Secretaries and Clerks on Duty
	14	15	16	17	18	Aug. 18	Staff on Duty
<b>AUGUST/SEPTEMBER</b>	21	22	23	24	25	<b>AUG. 21</b>	<b>FIRST DAY OF SCHOOL</b>
1st School Month	28	29	30	31	1	Sept. 4	Labor Day
19 School Days	4	5	6	7	8	Sept. 8	Admission Day Observance **
	11	12	13	14	15	Sept. 15	U.S. Constitution Day Observance **
<b>SEPTEMBER/OCTOBER</b>	18	19	20	21	22		
2nd School Month	25	26	27	28	29		
20 School Days	2	3	4	5	6		
	9	10	11	12	13		
<b>OCTOBER/NOVEMBER</b>	16	17	18	19	20	Oct. 20	End of 1 <sup>st</sup> Grading Period
3rd School Month	23	24	25	26	27	Nov. 3	Report to Parents Sent Home (Elementary)
19 School Days	30	31	1	2	3	Nov. 9	End of First Trimester SEE BELOW ***
	6	7	8	9	10	Nov. 10	Veterans' Day
<b>NOVEMBER/DECEMBER</b>	13	14	15	16	17	Nov. 13-17	American Education Week
4th School Month	20	21	22	23	24	Nov. 23-24	Thanksgiving Vacation
18 School Days	27	28	29	30	1		
	4	5	6	7	8		
<b>DECEMBER/JANUARY</b>	11	12	13	14	15		
5th School Month	18	19	20	21	22		
15 School Days	25	...	...	...	5	Dec. 25 – Jan. 5	WINTER BREAK
	8	9	10	11	12	Jan. 1	New Year's Day
						Jan. 12	End of 2 <sup>nd</sup> Grading Period
<b>JANUARY/FEBRUARY</b>	15	16	17	18	19	Jan. 15	Martin Luther King, Jr. Day
6th School Month	22	23	24	25	26	Jan. 26	Report to Parents Sent Home (Elementary)
19 School Days	29	30	31	1	2	Feb. 1-28	Black History Month
	5	6	7	8	9	Feb. 9	Susan B. Anthony Day Observance **
<b>FEBRUARY/MARCH</b>	12	13	14	15	16	Feb. 12	Lincoln Day
7th School Month	19	20	21	22	23	Feb. 19	Washington Day
18 School Days	26	27	28	1	2	Feb. 23	End of 2 <sup>nd</sup> Trimester SEE BELOW ***
	5	6	7	8	9	March 8	Conservation/Bird/Arbor Day Observance**
<b>MARCH/APRIL</b>	12	13	14	15	16	March 5	Black American Day Observance **
8th School Month	19	20	21	22	23	March 16	End of 3 <sup>rd</sup> Grading Period
15 School Days	26	27	28	29	30	March 30	Report to Parents Sent Home (Elementary)
	2	...	...	...	6	April 2-6	SPRING BREAK
<b>APRIL/MAY</b>	9	10	11	12	13	April 9	In Lieu of Admission Day
9th School Month	16	17	18	19	20		
19 School Days	23	24	25	26	27		
	30	1	2	3	4	May 4	Cinco de Mayo Observance **
<b>MAY/JUNE</b>	7	8	9	10	11	May 9	Day of the Teacher
10th School Month	14	15	16	17	18		
18 School Days	21	22	23	24	25	May 21-25	Classified School Employee Week
	28	29	30	31	1	May 28	Memorial Day
	4	5	6	7	—	May 31	LAST DAY OF SCHOOL
						May 31	Report to Parents Sent Home (Elem. & Jr. High)
** OBSERVE SPECIAL DAYS						June 1	Staff on Duty
						June 7	Last Day-Principals/School Secretaries/Clerks

SCHOOLS CLOSED, STAFF ON DUTY INDICATED BY SQUARE.

**TOTAL SCHOOL DAYS -- 180**

\*\*\* Junior High Schools "Report to Parents" sent home during the weeks of Nov. 13th, Feb. 26th, and ON May 31st.

June 1st and June 4th (STUDENT ATTENDANCE DAYS) will be utilized ONLY in the event that it is necessary to maintain 180 instructional days for the school year.

Holidays for 12-month employees are: July 4, Sept. 4, Nov. 10, Nov. 23-24, Dec. 25, one designated day, Jan. 1, Jan. 15, Feb. 12, Feb. 19, April 6, April 9 (In Lieu of Admission Day), May 28.

## BAKERSFIELD CITY SCHOOL DISTRICT

EDUCATION CENTER - 1300 BAKER STREET  
 BAKERSFIELD, CALIFORNIA 93305  
 STUDENT SERVICES DEPARTMENT

BOARD APPROVED  
 July 25, 2006

## YEAR ROUND EDUCATION CALENDAR - SCHOOL YEAR 2006 - 2007

MONTH	M	T	W	TH	F	DATE	DESCRIPTION
<b>JULY/AUGUST</b>	3	4	5	6	7	July 3	Staff on Duty Prin./Sec./Clerk
<i>FIRST SCHOOL MONTH</i>	10	11	12	13	14	<b>July 4</b>	<b>Fourth of July Holiday</b>
<i>20 DAYS</i>	17	18	19	20	21	July 12 - 13	Staff Development Days
	24	25	26	27	28	July 14	Teacher and Support Staff on Duty
	31	1	2	3	4	<b>July 17</b>	<b>First Day YRE School</b>
	7	8	9	10	11		
<b>AUGUST/SEPTEMBER</b>	14	15	16	17	18	August 18	Staff on Duty
<i>SECOND MONTH</i>	21	22	23	24	25	<b>August 21</b>	<b>FIRST DAY OF SCHOOL</b>
<i>19 DAYS</i>	28	29	30	31	1	<b>September 4</b>	<b>Labor Day</b>
	4	5	6	7	8	September 8	Admission Day Observance**
<b>SEPTEMBER/OCTOBER</b>	11	12	13	14	15	September 15	U.S. Constitution Day Observance**
<i>THIRD MONTH</i>	18	19	20	21	22	September 15	End 1 <sup>ST</sup> Grading Period 9 weeks
<i>20 DAYS</i>	25	26	27	28	29	<b>September 18 -</b>	<b>First YRE Intersession (Fall)</b>
	2	3	4	5	6	<b>October 6</b>	
	9	10	11	12	13		
	16	17	18	19	20	October 20	Reports to Parents Sent home (ELEMENTARY)
	23	24	25	26	27		
<b>OCTOBER/NOVEMBER</b>	30	31	1	2	3		
<i>FOURTH MONTH</i>	6	7	8	9	10	<b>November 10</b>	<b>Veterans Day</b>
<i>17 DAYS</i>	13	14	15	16	17	November 13-17	American Education Week
	20	21	22	23	24	<b>November 23-24</b>	<b>Thanksgiving Vacation</b>
<b>NOVEMBER/DECEMBER/ JANUARY</b>	27	28	29	30	1		
	4	5	6	7	8		
<i>FIFTH MONTH</i>	11	12	13	14	15		
<i>20 DAYS</i>	18	19	20	21	22	December 22	End of 2 <sup>ND</sup> Grading Period 11 weeks
	25	26	27	28	29	<b>Dec. 25 - Jan. 5</b>	<b>WINTER BREAK</b>
	1	2	3	4	5	<b>January 1</b>	<b>New Year's Day</b>
<b>JANUARY/FEBRUARY</b>	8	9	10	11	12		
	15	16	17	18	19	<b>January 15</b>	<b>Martin Luther King, Jr. Day</b>
<i>SIXTH MONTH</i>	22	23	24	25	26	January 19	Report to Parents Sent Home (ELEMENTARY)
<i>19 DAYS</i>	29	30	31	1	2	February 1-28	Black History Month
<b>FEBRUARY/MARCH</b>	5	6	7	8	9	February 9	Susan B. Anthony Day Observance**
	12	13	14	15	16	<b>February 12</b>	<b>Lincoln Day</b>
<i>SEVENTH MONTH</i>	19	20	21	22	23	<b>February 19</b>	<b>Washington Day</b>
<i>18 DAYS</i>	26	27	28	1	2		
<b>MARCH/APRIL</b>	5	6	7	8	9	March 5	Black American Day Observance**
	12	13	14	15	16	March 7	Conservation/Bird/Arbor Day Observance**
<i>EIGHTH MONTH</i>	19	20	21	22	23	March 16	End of 3 <sup>RD</sup> Grading Period 10 weeks
<i>19 DAYS</i>	26	27	28	29	30	<b>March 19 - 30</b>	<b>YRE Intersession (Spring)</b>
	2	3	4	5	6	<b>April 2 - 6</b>	<b>SPRING BREAK</b>
	9	10	11	12	13	<b>April 9</b>	<b>In Lieu of Admission Day</b>
	16	17	18	19	20	April 20	Report to Parents Sent Home (ELEMENTARY)
<b>APRIL/MAY</b>	23	24	25	26	27		
	30	1	2	3	4	May 4	Cinco de Mayo Observance**
<i>NINTH MONTH</i>	7	8	9	10	11	May 9	Day of the Teacher
<i>20 DAYS</i>	14	15	16	17	18	May 21-25	Classified School Employee Week
<b>MAY/JUNE</b>	21	22	23	24	25	<b>May 28</b>	<b>Memorial Day</b>
	28	29	30	31	1	<b>May 31</b>	<b>LAST DAY OF SCHOOL</b>
<i>TENTH MONTH</i>	4	5	6	7	8	May 31	Report to Parents Sent Home (Elem. & Jr. High)
<i>8 DAYS</i>						June 1	Staff on Duty
						June 7	Last Day-Principals/School Secretaries/Clerks

\*\*Observe Special Days

TOTAL SCHOOL DAYS

180

TOTAL SCHOOL DAYS WITH INTERSESSION

205

Holidays indicated by blue shading are for less than 12-month employees.  
 Schools closed staff on duty indicated by square.

\*June 1<sup>ST</sup> and June 4<sup>TH</sup> (STUDENT ATTENDANCE DAYS) will be utilized ONLY in the event that it is necessary to maintain 180 instructional days for the school year.

Holidays for 12-month employees are: July 4<sup>TH</sup>, Sep. 4<sup>TH</sup>, Nov. 10<sup>TH</sup>, Nov. 23<sup>RD</sup> - 24<sup>TH</sup>, Dec. 25<sup>TH</sup>, one designated day, Jan. 1<sup>ST</sup>, Jan. 15<sup>TH</sup>, Feb. 12<sup>TH</sup>, Feb. 19<sup>TH</sup>, April 6<sup>TH</sup>, April 9<sup>TH</sup> (In Lieu of Admission Day), May 28<sup>TH</sup>.

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Personnel Services

**TEACHERS ANNUAL BASIC SALARY SCHEDULE**

2006-07

5.43% INCREASE

BASED ON 7 HRS. 15 MIN. PER DAY INCLUDING LUNCH PERIOD						
STEP	1	2	3	4	5	6
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS	BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS
1	\$39,416	\$40,671	\$41,982	\$43,293	\$44,603	\$45,918
2	\$40,671	\$41,982	\$43,293	\$44,603	\$45,918	\$47,231
3	\$41,982	\$43,293	\$44,603	\$45,918	\$47,231	\$48,541
4	\$43,293	\$44,603	\$45,918	\$47,231	\$48,541	\$49,853
5	\$44,603	\$45,918	\$47,231	\$48,541	\$49,853	\$51,165
6	\$45,918	\$47,231	\$48,541	\$49,853	\$51,165	\$52,478
7	\$47,231	\$48,541	\$49,853	\$51,165	\$52,478	\$53,864
8	\$48,541	\$49,853	\$51,165	\$52,478	\$53,788	\$55,723
9	\$49,853	\$51,165	\$52,478	\$53,788	\$55,285	\$57,567
10		\$52,478	\$53,788	\$55,102	\$56,872	\$59,422
11			\$55,102	\$56,415	\$58,328	\$61,273
12				\$57,725	\$59,816	\$63,121
13					\$61,146	\$64,984
14					\$62,476	\$66,818
15						\$69,278
17						\$71,577
20						\$74,424
25						\$76,615
<b>STIPEND - ADD TO BASIC SALARY SCHEDULE</b>				<b>BONUS - ADD TO BASIC SALARY SCHEDULE</b>		
<b>DESCRIPTION</b>			<b>ADD</b>			
COUNSELOR (School Based)			\$3,620	MASTER'S	\$900	
COUNSELOR			3,420	DOCTORATE	900	
COUNSELOR, PART-TIME			1,710	BIL./SPEC. ED.	750	
PROGRAM SPECIALIST, SPEC. ED.			3,420			
PROGRAM SPECIALIST/FMLY. SPRT.; BTSA (11-mo.)			5,120	MAGNET PROGRAM SHIFT		
PROGRAM SPECIALIST (School Based)			4,010	DIFFERENTIAL:	\$2,700	
PROGRAM SPECIALIST			4,010			
MAGNET SPECIALIST			4,010	SPEECH THERAPIST		
LIBRARY MEDIA SPECIALIST			3,100	2006-07 BONUS	\$3,587	
RESOURCE SPECIALIST			1,820			
RESOURCE TEACHER, GENERAL CLASSROOM			4,500			
SPEECH THERAPIST			4,413			
SPECIALIST (VARIOUS)			4,010			
TEACHER/OFFICE			2,730			
PAR COUNCIL MEMBER			2,500			
CONSULTING TEACHER (Full-time)			5,000			

3/27/07

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Personnel Services

**PRE-KINDERGARTEN TEACHERS BASIC SALARY SCHEDULE**  
2006-07  
5.43% INCREASE

BASED ON 7 HRS., 15 MIN. PER DAY INCLUDING LUNCH PERIOD						
S T E P	1	2	3	4	5	6
	AA DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT	AA DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 12 UNITS	AA DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 24 UNITS	AA DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 36 UNITS	AA DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 48 UNITS	BACHELOR'S DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT
1	25,824	27,704	29,089	30,488	31,878	33,271
2	27,027	28,801	30,199	31,595	32,982	34,367
3	28,244	29,906	31,297	32,689	34,083	35,469
4	29,577	31,008	32,394	33,787	35,183	36,574
5	30,678	32,111	33,497	34,890	36,284	37,681
6	31,770	33,206	34,602	35,993	37,388	38,777
7					38,486	39,879
8						41,173

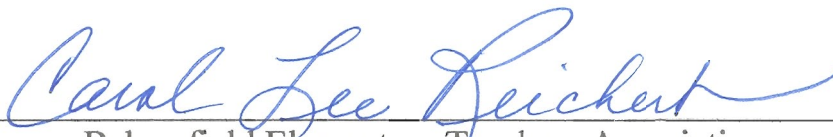
<u>STIPEND - ADD TO BASIC SALARY SCHEDULE</u>	
<u>DESCRIPTION</u>	<u>ADD</u>
Program Director	\$4,010

3/27/07



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Bakersfield City School District  
(BCSD/BETA Contract – 07-01-06 through 06-30-09)



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Bakersfield Elementary Teachers Association  
(BCSD/BETA Contract – 07-01-06 through 06-30-09)

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**2007-08  
Agreement**

TENTATIVE AGREEMENT  
September 26, 2007





HEALTH AND WELFARE BENEFITS: Effective October 1, 2007, the District will contribute up to \$1139.67 monthly for each eligible full time unit member toward the payment of premiums for medical, dental, prescription, cancer, life insurance, vision and an employee assistance plan. The obligation of the District shall not exceed this amount.

SALARY: Effective July 1, 2007, the base salary schedules shall be increased by two and fifty eight hundredths percent (2.58%).

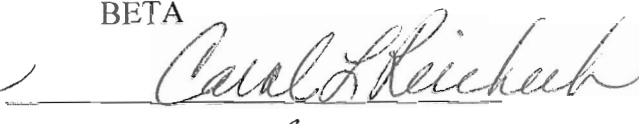
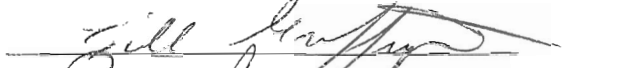

This tentative agreement resolves re-opener negotiations for 2007-08 and is subject to ratification by the Board of Education and by the Association membership.

AGREED:

BCSD

BETA

**2007-08  
School  
Calendar**

**Bakersfield City School District  
2007-08 School Calendar**

March 27, 2007

<b>AUGUST</b>	---	31	1	2	3	July 31	Principals on Duty
	6	7	8	9	10	Aug. 6	School Secretaries and Clerks on Duty
	13	14	15	16	17	Aug. 17	Staff on Duty
<b>AUGUST/SEPTEMBER</b>	20	21	22	23	24	AUG. 20	FIRST DAY OF SCHOOL
1st School Month	27	28	29	30	31	Sept. 3	Labor Day
19 School Days	3	4	5	6	7	Sept. 7	Admission Day Observance **
	10	11	12	13	14	Sept. 14	U.S. Constitution Day Observance **
<b>SEPTEMBER/OCTOBER</b>	17	18	19	20	21		
2nd School Month	24	25	26	27	28		
20 School Days	1	2	3	4	5		
	8	9	10	11	12		
<b>OCTOBER/NOVEMBER</b>	15	16	17	18	19	Oct. 19	End of 1 <sup>st</sup> Grading Period
3rd School Month	22	23	24	25	26	Nov. 2	Report to Parents Sent Home (Elementary)
20 School Days	29	30	31	1	2	Nov. 9	End of First Trimester SEE BELOW ***
	5	6	7	8	9		
<b>NOVEMBER/DECEMBER</b>	12	13	14	15	16	Nov. 12	Veterans' Day
4th School Month	19	20	21	22	23	Nov. 12-16	American Education Week
17 School Days	26	27	28	29	30	Nov. 22-23	Thanksgiving Vacation
	3	4	5	6	7		
<b>DECEMBER/JANUARY</b>	10	11	12	13	14		
5th School Month	17	18	19	20	21	Dec. 24-- Jan. 4	WINTER BREAK
15 School Days	24	...	...	...	4	Jan. 1	New Year's Day
	7	8	9	10	11	Jan. 11	End of 2nd Grading Period
<b>JANUARY/FEBRUARY</b>	14	15	16	17	18	Jan. 21	Martin Luther King, Jr. Day
6th School Month	21	22	23	24	25	Jan. 25	Report to Parents Sent Home (Elementary)
19 School Days	28	29	30	31	1	Feb. 1-29	Black History Month
	4	5	6	7	8	Feb. 8	Susan B. Anthony Day Observance **
<b>FEBRUARY/MARCH</b>	11	12	13	14	15	Feb. 11	Lincoln Day
7th School Month	18	19	20	21	22	Feb. 18	Washington Day
18 School Days	25	26	27	28	29	Feb. 22	End of 2 <sup>nd</sup> Trimester SEE BELOW ***
	3	4	5	6	7	March 5	Black American Day Observance **
						March 7	Conservation/Bird/Arbor Day Observance **
<b>MARCH/APRIL</b>	10	11	12	13	14	March 14	End of 3 <sup>rd</sup> Grading Period
8th School Month	17	--	--	--	21	March 28	Report to Parents Sent Home (Elementary)
14 School Days	24	25	26	27	28	March 17-21	SPRING BREAK
	31	1	2	3	4	March 24	In Lieu of Admission Day
<b>APRIL/MAY</b>	7	8	9	10	11		
9th School Month	14	15	16	17	18		
20 School Days	21	22	23	24	25		
	28	29	30	1	2		
<b>MAY/JUNE</b>	5	6	7	8	9	May 5	Cinco de Mayo Observance **
10 <sup>th</sup> School Month	12	13	14	15	16	May 7	Day of the Teacher
18 School Days	19	20	21	22	23	May 19-23	Classified School Employee Week
	26	27	28	29	30	May 26	Memorial Day
	2	3	4	5	--	May 29	LAST DAY OF SCHOOL
						May 29	Report to Parents Sent Home (Elem. & Jr. High)
						May 30	Staff on Duty
** OBSERVE SPECIAL DAYS						June 5	Last Day-Principals/School Secretaries/Clerks

SCHOOLS CLOSED, STAFF ON DUTY INDICATED BY SQUARE.

**TOTAL SCHOOL DAYS -- 180**

\*\*\* Junior High Schools "Report to Parents" sent home during the weeks of Nov. 12th, Feb. 25th, and ON May 29th.

June 2nd and June 3rd (STUDENT ATTENDANCE DAYS) will be utilized ONLY in the event that it is necessary to maintain 180 instructional days for the school year.

Holidays for 12-month employees are: July 4, Sept. 3, Nov. 12, Nov. 22-23, Dec. 25, one designated day, Jan. 1, Jan. 21, Feb. 11, Feb. 18, March 21, March 24 (In Lieu of Admission Day), May 26.

# BAKERSFIELD CITY SCHOOL DISTRICT

EDUCATION CENTER - 1300 BAKER STREET  
BAKERSFIELD, CALIFORNIA 93305  
STUDENT SERVICES DEPARTMENT

REVISED 4/24/07
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## YEAR ROUND EDUCATION CALENDAR - SCHOOL YEAR 2007 - 2008

MONTH	M	T	W	TH	F	DATE	DESCRIPTION
<b>JULY</b> <i>FIRST SCHOOL MONTH</i> 10 DAYS	2 9 16 23	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	July 2 <b>July 4</b> July 11 - 12 July 13 <b>July 16</b>	Staff on Duty Prin./Sec./Clerk <b>Fourth of July Holiday</b> Staff Development Days Teacher and Support Staff on Duty <b>First Day YRE School</b>
<b>JULY/AUGUST</b> <i>SECOND MONTH</i> 20 DAYS	30 6 13 20	31 7 14 21	1 8 15 22	2 9 16 23	3 10 17 24	August 17 <b>August 20</b>	Staff on Duty <b>FIRST DAY OF SCHOOL</b>
<b>AUGUST/SEPTEMBER</b> <b>OCTOBER</b> <i>THIRD MONTH</i> 19 DAYS	27 3 10 17 24 1 8	28 4 11 18 25 2 9	29 5 12 19 26 3 10	30 6 13 20 27 4 11	31 7 14 21 28 5 12	<b>September 3</b> September 7 September 14 <b>September 17 - October 5</b>	<b>Labor Day</b> Admission Day Observance** End 1 <sup>st</sup> Grading Period 9 weeks <b>First YRE Intersession (Fall)</b>
<b>OCTOBER/NOVEMBER</b> <i>FOURTH MONTH</i> 20 DAYS	15 22 29 5	16 23 30 6	17 24 31 7	18 25 1 8	19 26 2 9	October 19	Reports to Parents Sent Home (ELEMENTARY)
<b>NOVEMBER/DECEMBER</b> <i>FIFTH MONTH</i> 17 DAYS	12 19 26 3	13 20 27 4	14 21 28 5	15 22 29 6	16 23 30 7	<b>November 12</b> November 12-16 <b>November 22-23</b>	<b>Veterans Day</b> American Education Week <b>Thanksgiving Vacation</b>
<b>DECEMBER/JANUARY</b> <i>SIXTH MONTH</i> 15 DAYS	10 17 24 31 7	11 18 25 1 8	12 19 26 2 9	13 20 27 3 10	14 21 28 4 11	December 21 <b>Dec. 24 – Jan. 4</b> <b>January 1</b>	End of 2 <sup>nd</sup> Grading Period 11 weeks <b>WINTER BREAK</b> <b>New Year's Day</b>
<b>JANUARY/FEBRUARY</b> <i>SEVENTH MONTH</i> 19 DAYS	14 21 28 4	15 22 29 5	16 23 30 6	17 24 31 7	18 25 1 8	January 18 <b>January 21</b> February 1-28 February 8	Report to Parents Sent Home (ELEMENTARY) <b>Martin Luther King, Jr. Day</b> Black History Month Susan B. Anthony Day Observance**
<b>FEBRUARY/MARCH</b> <i>EIGHTH MONTH</i> 18 DAYS	11 18 25 3	12 19 26 4	13 20 27 5	14 21 28 6	15 22 29 7	<b>February 11</b> <b>February 18</b> March 7	<b>Lincoln Day</b> <b>Washington Day</b>  Black American Day Observance**
<b>MARCH/APRIL</b> <i>NINTH MONTH</i> 14 DAYS	10 17 24 31 7 14	11 18 25 1 8 15	12 19 26 2 9 16	13 20 27 3 10 17	14 21 28 4 11 18	March 14 <b>March 17 – 21</b> <b>March 24</b> <b>March 25 to April 7</b> April 18	End of 3 <sup>rd</sup> Grading Period 10 weeks <b>SPRING BREAK</b> <b>In Lieu of Admission Day</b> <b>YRE Intersession (Spring)</b>  Report to Parents Sent Home (ELEMENTARY)
<b>APRIL/MAY</b> <i>TENTH MONTH</i> 20 DAYS	21 28 5 12	22 29 6 13	23 30 7 14	24 1 8 15	25 2 9 16	May 5 May 7 May 19-23	Cinco de Mayo Observance** Day of the Teacher Classified School Employee Week
<b>MAY/JUNE</b> <i>ELEVENTH MONTH</i> 8 DAYS	19 26 2	20 27 3	21 28 4	22 29 5	23 30 6	<b>May 26</b> <b>May 29</b> May 29 May 30 June 5	<b>Memorial Day</b> <b>LAST DAY OF SCHOOL</b> Report to Parents Sent Home (Elem. & Jr. High) Staff on Duty Last Day-Principals/School Secretaries/Clerks

\*\*Observe Special Days

**TOTAL SCHOOL DAYS**

180

**TOTAL SCHOOL DAYS WITH INTERSESSION**

205

Schools closed; staff on duty indicated by square.

\*June 2<sup>nd</sup> and 3<sup>rd</sup> will be utilized as Student Attendance Days ONLY in the event that it is necessary to maintain 180 instructional days for the school year.

Holidays for 12-month employees are: July 4<sup>th</sup>, Sep. 3<sup>rd</sup>, Nov. 12<sup>th</sup>, Nov. 22<sup>nd</sup> – 23<sup>rd</sup>, Dec. 25<sup>th</sup>, one designated day, Jan. 1<sup>st</sup>, Jan. 21<sup>st</sup>, Feb. 11<sup>th</sup>, Feb. 18<sup>th</sup>, March 21<sup>st</sup>, March 24<sup>th</sup> (In Lieu of Admission Day), May 26<sup>th</sup>.

**2007-08  
Salary  
Schedules**

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Personnel Services

**TEACHERS ANNUAL BASIC SALARY SCHEDULE**  
2007-08  
2.58% INCREASE

BASED ON 7 HRS. 15 MIN. PER DAY INCLUDING LUNCH PERIOD						
STEP	1	2	3	4	5	6
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS	BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS
1	\$40,433	\$41,720	\$43,065	\$44,410	\$45,754	\$47,103
2	\$41,720	\$43,065	\$44,410	\$45,754	\$47,103	\$48,450
3	\$43,065	\$44,410	\$45,754	\$47,103	\$48,450	\$49,793
4	\$44,410	\$45,754	\$47,103	\$48,450	\$49,793	\$51,139
5	\$45,754	\$47,103	\$48,450	\$49,793	\$51,139	\$52,485
6	\$47,103	\$48,450	\$49,793	\$51,139	\$52,485	\$53,832
7	\$48,450	\$49,793	\$51,139	\$52,485	\$53,832	\$55,254
8	\$49,793	\$51,139	\$52,485	\$53,832	\$55,176	\$57,161
9	\$51,139	\$52,485	\$53,832	\$55,176	\$56,711	\$59,052
10		\$53,832	\$55,176	\$56,524	\$58,339	\$60,955
11			\$56,524	\$57,871	\$59,833	\$62,854
12				\$59,214	\$61,359	\$64,750
13					\$62,724	\$66,661
14					\$64,088	\$68,542
15						\$71,065
17						\$73,424
20						\$76,344
25						\$78,592

<u>STIPEND - ADD TO BASIC SALARY SCHEDULE</u>		<u>BONUS - ADD TO BASIC SALARY SCHEDULE</u>	
<u>DESCRIPTION</u>	<u>ADD</u>		
COUNSELOR (School Based)	\$3,620	MASTER'S	\$900
COUNSELOR	3,420	DOCTORATE	900
COUNSELOR, PART-TIME	1,710	BIL./SPEC. ED.	750
PROGRAM SPECIALIST, SPEC. ED.	3,420		
PROGRAM SPECIALIST/FMLY. SPRT.; BTSA (11-mo.)	5,120	MAGNET PROGRAM SHIFT	
PROGRAM SPECIALIST (School Based)	4,010	DIFFERENTIAL:	\$2,700
PROGRAM SPECIALIST	4,010		
MAGNET SPECIALIST	4,010	SPEECH & LANG. SPEC./ THERAPIST	
LIBRARY MEDIA SPECIALIST	3,100	2007-08 BONUS	\$4,588
RESOURCE SPECIALIST	1,820		
RESOURCE TEACHER, GENERAL CLASSROOM	4,500		
SPEECH & LANGUAGE SPEC./THERAPIST	3,412		
SPECIALIST (VARIOUS)	4,010		
TEACHER/OFFICE	2,730		
PAR COUNCIL MEMBER	2,500		
CONSULTING TEACHER (Full-time)	5,000		

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Personnel Services

**PRE-KINDERGARTEN TEACHERS BASIC SALARY SCHEDULE**  
2007-08  
2.58% INCREASE

BASED ON 7 HRS., 15 MIN. PER DAY INCLUDING LUNCH PERIOD						
S T E P	1	2	3	4	5	6
	AA DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT	AA DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 12 UNITS	AA DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 24 UNITS	AA DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 36 UNITS	AA DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 48 UNITS	BACHELOR'S DEGREE CALIFORNIA CHILDREN'S CENTER PERMIT
1	26,490	28,419	29,839	31,275	32,700	34,129
2	27,724	29,544	30,978	32,410	33,833	35,254
3	28,973	30,678	32,104	33,532	34,962	36,384
4	30,340	31,808	33,230	34,659	36,091	37,518
5	31,469	32,939	34,361	35,790	37,220	38,653
6	32,590	34,063	35,495	36,922	38,353	39,777
7					39,479	40,908
8						42,235

<u>STIPEND - ADD TO BASIC SALARY SCHEDULE</u>	
<u>DESCRIPTION</u>	<u>ADD</u>
Program Director	\$4,010

10/23/07