



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

**July 1, 2000, through June 30, 2003**

BOARD OF EDUCATION  
BAKERSFIELD CITY SCHOOL DISTRICT

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Wanda Bradford, Principal ..... Harris School  
Oliver Brennan, Principal..... Sequoia Middle School

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Sue Brockman ..... Member  
Pam Baugher..... Member  
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1 **PREAMBLE**

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

8 This Agreement is entered into pursuant to Chapter 10.7,  
9 Sections 3540-3549 of the Government Code "Act," as in effect  
10 July 1, 2000.

11 This Agreement shall continue in effect until June 30, 2003, and  
12 will thereafter continue in effect until one of the parties notifies the  
13 other in writing of a request to modify, terminate, or amend the  
14 Agreement.

15 The Association agrees to propose any changes for a  
16 successor contract by February 1, 2003, and the District agrees to  
17 respond to such proposals by the second regularly scheduled Board  
18 of Education meeting after receipt of such proposed changes.

19 **Article 1: RECOGNITION**

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

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## **Article 2: GRIEVANCE PROCEDURE**

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

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

### **2.1 Level I**

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

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

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

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

### **2.2 Level II**

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

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

5 **2.3 Level III (Grievance Mediation)**

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

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

16           The fees and expenses of the mediator and mediation shall be  
17 borne equally by the District and the Association. All other expenses  
18 shall be borne by the party incurring them.

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

21           All pertinent parties are encouraged to utilize the advisory  
22 grievance mediation process as a possible alternative to binding  
23 arbitration.

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## **2.4 Level IV (Arbitration)**

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

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

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

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

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

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

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

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

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

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1 **2.4.2** A grievant shall have the right to have an Association  
2 representative or other representative of his/her choice at Levels I and  
3 II of the grievance procedure. This clause shall not be interpreted to  
4 expand the release time provision in Section 2.4.7.

5 **2.4.3** If several grievances are filed which contain the same issue  
6 and underlying facts, then such grievances may be combined for a  
7 single disposition and/or hearing, provided the grievants, the  
8 Association, and the District agree to such consolidation.

9 **2.4.4** The time limits specified at each level should be considered to  
10 be maximums, and every effort should be made to expedite the  
11 process. However, if the District does not respond within the  
12 specified time limits the grievance is automatically moved to the next  
13 level; and if the grievant fails to appeal within the specified time limits,  
14 such failure will constitute an automatic withdrawal of the grievance.

15 **2.4.5** In the event a grievance is filed at such a time that it cannot be  
16 processed by the end of the school year, and if left unresolved until  
17 the beginning of the following school year, could result in harm to an  
18 aggrieved person, the time limits set forth herein will be reduced so  
19 that the procedure may be exhausted prior to the end of the school  
20 year or as soon as is practicable.

21 **2.4.6** Forms for filing grievances shall be prepared jointly by the  
22 District and the Association within five (5) days of ratification of the  
23 Agreement.

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1 **2.4.7** Time off from duties will be granted for the processing of  
2 grievances past Level I of the grievance procedure, Article 2, Section  
3 2 herein, for unit members who are designated as Association  
4 representatives, subject to the following conditions:

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

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

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

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

21 **2.4.8** No reprisals of any kind will be taken by any District  
22 representative against a grievant or any member of the bargaining  
23 unit for participation in the grievance procedure by reason of such  
24 participation.

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1 **2.4.9** All documents and records dealing with grievances shall be  
2 kept in files that are separated from the regular personnel files.  
3 However, such separation shall not be construed as constituting a  
4 separate personnel file for purposes of the Education Code.

### 5 **Article 3: DISTRICT RIGHTS**

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

20 The exercise of the foregoing powers, rights, authority, duties  
21 and responsibilities by the District, the adoption of policies, rules,  
22 regulations and practices in furtherance thereof, shall be limited only  
23 by the specific and express 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  
3 to conserve the classroom teacher's preparation/planning time, there  
4 shall be over the school year no more than an average of two and  
5 one-half (2 1/2) mandated building staff meetings required by the  
6 principal during the classroom teacher's preparation period during a  
7 school month.

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

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

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

21 **4.3** The length of the workday for unit members receiving stipends,  
22 including lunch and relief periods, shall be eight (8) hours, based  
23 upon a thirty (30) minute lunch period.

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## **4.4 Limitation on Additional Required Duty**

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

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

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

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

**4.4.4** Unit members, although not required, are encouraged to volunteer for duty outside of regular duty hours. Voluntary duties currently paid at the rate 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  
3 lunch period of not less than thirty (30) minutes.

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

7 **4.5.3** Noon duty supervision may be assigned to teachers on an  
8 extra pay basis. If unit members, excluding counselors and office  
9 teachers, are assigned to noon supervision, they shall be paid at the  
10 rate of Twenty Dollars (\$20.00) 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  
13 give priority in the absence of teacher volunteers for noon duty  
14 supervision, to securing non-certificated personnel for noon duty  
15 supervision. Such options may include, but are not limited to,  
16 employment of non-certificated noon time assistants, employment of  
17 certificated and non-certificated campus supervisors, the granting of a  
18 stipend to unit members selected for campus supervision which might  
19 include supervision of students at times other than the noon period.

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

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1 **4.5.6** Volunteering for paid noon duty, either on an hourly basis or on  
2 a stipend basis, does not excuse a unit member from regularly  
3 assigned yard and building supervision.

4 **4.5.7** The principal shall have sole responsibility in selecting the unit  
5 members designated for noontime supervision.

6 **4.5.8** Such noontime supervision duty shall be voluntary, subject to  
7 Section 4.5.10.

8 **4.5.9** In cases where there is/are not a volunteer(s) or said  
9 volunteer(s) is/are absent, the principal shall assign from a volunteer  
10 pool of certificated staff as needed for the absent designated noon  
11 duty supervisor(s), to be paid at the current project rate as stipulated  
12 in Section 14.7 of this Collective Bargaining Agreement.

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

16 **4.5.10** If the principal is unable to assign a replacement for the noon  
17 supervisor from the volunteer pool, said principal shall assign noon  
18 duty on an equitable rotational basis at the current project rate as  
19 stipulated in Section 14.7 of the Collective Bargaining Agreement.

## 20 **4.6 Minimum Days**

21 The day before Thanksgiving Vacation, the day before Winter  
22 Vacation, and the last day of school shall be minimum days. The  
23 District may designate other days as minimum days without incurring  
24 a bargaining obligation.

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## **4.7 Dismissal on Minimum Days**

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

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

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

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

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

14 **4.12** The following unit members shall work an additional forty-five  
15 (45) minutes per day and shall work days per year as stipulated.

16	Speech Therapist	192
17	Teacher, Communicatively Handicapped	192
18	Counselor	192
19	Resource Specialist	182
20	Library Media Specialist	192
21	Specialist (Various)	190
22	Teacher/Office	182
23	Curriculum Commission (3 hours/week)	182

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

Counselor, (School-Based)	\$3,620
Counselor, Jr. High Middle School	\$3,620
Counselor	\$3,420
Counselor, Part-Time	\$1,710
Program Specialist, Special Education	\$3,420
Program Specialist, Family Support, BTSA (11-month)	\$5,120
Program Specialist, School-Based	\$4,010
Program Specialist	\$4,010
Magnet Specialist	\$4,010
Library Media Specialist	\$3,100
Resource Specialist	\$1,820
Resource Teacher, General Classroom	\$4,500
Specialist (Various)	\$4,010
Speech Therapist	\$4,413
Teacher/Office	\$2,730
Peer Assistance and Review Council (PAR)	\$2,500
Consulting Teacher, Full Time (Peer Assistance & Review)	\$5,000

**POSITIONS LISTED BELOW**

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

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

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

2                   182 Days @ 7 Hours 45 Minutes + Ten Days @ 8 Hours

3                   **Counselor (\$3,420.00)**

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

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

6                   192 Days @ 4 Hours

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

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

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

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

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

12                  11-month positions

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

14                  190 Days @ 8 Hours

15                  **Program Specialist (\$4,010.00)**

16                  190 Days @ 8 Hours

17                  **Magnet Specialist (\$4,010.00)**

18                  190 Days @ 8 Hours

19                  **Library Media Specialist (\$3,100.00)**

20                  182 Days @ 7 Hours, 45 Minutes + (8 Days @ 8 Hours)

21                  **Resource Specialist (\$1,820.00)**

22                  182 Days @ 7 Hours, 45 Minutes

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24                  ///

25                  ///



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

2                    182 Days @ 7 Hours, 30 Minutes

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

4                    185 Days @ 7 Hours 45 Minutes + 53 Hours by Arrangement

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

6                    190 Days @ 8 Hours

7                    **Speech Therapist (\$4,413.00)**

8                    187 Days @ 8 Hours

9                    **Teacher/Office (\$2,730.00)**

10                   182 Days @ 8 Hours

11                   **Teacher, Communicatively Handicapped (\$4,413.00)**

12                   187 Days @ 8 Hours

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

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

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

16                   **Peer Assistance & Review (PAR)**

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

18                   **4.13 Kindergarten & Primary Grade Teacher Instructional Time**

19                   **4.13.1** Unit members assigned to Kindergarten classes shall have  
20                   the same workday as teachers in grades one (1) and two (2).

21                   **4.13.2** Kindergarten teachers shall be available, at the discretion of  
22                   the principal and within the instructional time limitations described in  
23                   other subsections of this section, for assistance or assignment in the  
24                   instructional program of the primary grades when not actually  
25                   teaching a Kindergarten class.

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

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

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

16 **4.13.5** *Student contact time for Kindergarten teachers may be up to*  
17 *two hundred thirty-two (232) minutes (including recesses for*  
18 *Kindergarten session).*

19 **4.13.6** *Student contact time for K/1, first and second grade teachers*  
20 *may be up to two hundred ninety-three (293) minutes, except for*  
21 *staggered schedules, which may be up to three hundred thirteen*  
22 *(313) minutes, exclusive of recesses.*

23 **4.13.7** No Kindergarten, Kindergarten/First, First, Second, or Third  
24 grade teacher shall be assigned to a staggered schedule without that  
25 teacher’s consent.

1 **4.13.8 Extended Kindergarten**

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

7 K and K/1 teachers who are assigned to two-hundred forty  
8 (240) minutes of daily student contact time with Kindergarten students  
9 shall receive an annual supplemental budget of Five Hundred Dollars  
10 (\$500.00).

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

19 Nothing in this agreement shall preclude two (2) or more  
20 qualifying teachers from pooling their annual Five Hundred Dollar  
21 (\$500.00) supply budget to purchase classroom instructional  
22 equipment, or materials for other District-approved educational  
23 activities.

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

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

#### 8 **4.14 Speech Therapists & Severe Developmental Language (SDL)**

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

#### 16 **4.15 Student Contact Time (Effective 7-1-98)**

17	Kindergarten	232
18	Kindergarten/First	293
19	* 1	293
20	* 2	293
21	3	293
22	4	313
23	5	313
24	6	313
25	Middle School/Jr. High	up to 313 **

1           \*Staggered schedules may be up to 313 minutes.

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

3   **4.15.1** The site administrator shall ensure that the number of minutes  
4 of yard duty assigned to Kindergarten and Kindergarten/First teachers  
5 shall not differ substantially from the number of minutes of yard duty  
6 assigned to first, second, and third grade teachers at the same  
7 school.

8   **4.16 Junior High Department Leaders/Curriculum Commission**

9           Junior high department leaders shall be paid for one hundred  
10 fourteen (114) hours at the project rate pursuant to Section 14.7.  
11 Junior high department leaders who also serve as a curriculum  
12 commission member shall be paid an additional two (2) hours at the  
13 project rate pursuant to Section 14.7 for each week the curriculum  
14 commission is in session.

See new language in back of contract in agreement signed Jan. 25, 2002.
--

15   **4.17 Calendar**

16   **4.17.1** The number of workdays referenced in Section 4.1 shall be  
17 distributed for 2000-2001 according to the calendar in Appendix B.

18   **4.17.2** The calendar for 2001-2002 and 2002-2003 shall follow the  
19 format of the 2000-2001 calendar with the same number of duty days  
20 adjusted to calendar variance. Any substantive change in the  
21 calendar will be proposed for negotiation, but changes due to  
22 calendar variance only need not be negotiated further.

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

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

#### 10 **4.18 Instruction Days Per School Year**

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

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

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

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

#### 21 **4.19 Year-Round Education Program (at McKinley School)**

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

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

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

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

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

15 **Effective August 28, 2000, to June 30, 2002**

16 In the event that substitute teachers are unavailable and after  
17 first seeking classroom teacher volunteers, the principal or designee  
18 may assign on a rotational basis, classroom teachers assigned to a  
19 middle school or junior high school, to substitute during their rotational  
20 planning period at the rate of Fifteen Dollars (\$15.00) per period.

21 Classroom teachers who volunteer to substitute during their  
22 rotational planning period shall be paid Fifteen Dollars (\$15.00) per  
23 period. Nothing in this agreement shall preclude the District from  
24 assigning other unit members, without additional compensation, to  
25 work as substitute teachers.

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

5           Effective August 28, 2000, to June 30, 2002, a classroom  
6 teacher, assigned to teach a physical education class in a junior high  
7 or middle school, is subject to the conditions and benefits pursuant to  
8 4.20.1 if and only if, he/she is assigned additional students from the  
9 class of an absent teacher because of the unavailability of a substitute  
10 teacher or unit member period substitutes.

11 **4.20.1** Effective August 28, 2000, to June 30, 2002, in K-5 and K-6  
12 schools, but not including summer school and intercessions, if the  
13 District is unable to assign a substitute teacher for a classroom  
14 teacher absence for which a substitute is allocated according to  
15 District procedures, and such absence is reported according to  
16 District procedures, then the classroom teacher receiving additional  
17 students shall be entitled to additional compensation, subject to the  
18 conditions specified herein. For each group of five (5) students  
19 assigned from another classroom teacher's class, the receiving  
20 teacher shall be paid Two Dollars and Fifty Cents (\$2.50) per hour not  
21 to exceed Fifteen Dollars (\$15.00) for the entire school day.

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

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

## 9 **Article 5: LEAVE PROVISIONS**

10 **5.1** Requests to be absent from duty for an extended period of time  
11 shall be submitted in writing to the principal or department head by  
12 the unit member.

### 13 **5.2 Personal Illness and Injury Leave**

14 **5.2.1** Full-time unit members shall be entitled to eleven (11) days  
15 leave with full pay for each school year for purposes of personal  
16 illness or injury. Unit members who work less than full-time shall be  
17 entitled to that portion of the eleven (11) days leave as the number of  
18 hours per week of scheduled duty relates to the number of hours for a  
19 full-time unit member in a comparable position.

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

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1 **5.2.2** After the annual earned leave as set forth in Section 5.2.1 and  
2 Section 5.2.3 is exhausted, additional non-accumulated leave shall be  
3 available for a period not to exceed five (5) school months of twenty  
4 (20) days each, exclusive of Saturdays and Sundays, but including  
5 school holidays, provided that the provisions of Sections 5.2.4 below  
6 are met.

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

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

16 **5.2.3** If a unit member does not utilize the full amount of leave as  
17 authorized in Section 5.2.1 above, in any school year, the amount not  
18 utilized shall be accumulated from year to year.

19 **5.2.3.1** The interruption of service for a period of thirty-nine (39)  
20 months shall void the accumulated sick leave unless the unit member  
21 is returning under the provisions of Education Code Section 44931.  
22 Leaves of absence shall not be construed to mean an interruption of  
23 service within the meaning of this section.

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1 **5.2.3.2** Unit members serving less than a school year shall be  
2 deducted one day's salary for each day of sick leave taken in excess  
3 of school months, or portion thereof, served after expiration of  
4 accumulated sick leave.

5 **5.2.3.3** Requests for transfer of accumulated or unused sick leave,  
6 for illness or injury, from another school district shall be requested by  
7 the unit member and verified in accordance with regulations set forth  
8 in Education Code Section 44979.

9 No credit will be given for days accumulated prior to the  
10 1965-66 school year for certificated employees.

11 **5.2.3.4** Twelve-month unit members who become ill or disabled  
12 while on vacation may use accumulated sick leave upon presentation  
13 of a certificate from a licensed physician.

14 **5.2.4** Upon request by District management, a unit member shall be  
15 required to verify and/or to present a medical doctor's or Christian  
16 Science practitioner's certificate, at District expense, verifying the  
17 personal illness or injury and/or medical authorization to return to  
18 work. If a medical doctor's or Christian Science practitioner's  
19 certification is required the District shall bear the cost of this  
20 certification that is in excess of the unit member's health insurance  
21 coverage.

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

11 **5.2.5** Unit members shall give reasonable notice to their immediate  
12 supervisor when there is a need to be absent. Reasonable notice  
13 shall be construed to be two (2) hours prior to start of class session.

14 Exceptions to this will be untimely or emergency health conditions.  
15 Failure to provide reasonable notice as set forth in this article shall be  
16 grounds for denial of leave with pay.

17 **5.2.6** A unit member who is absent from duty for less than a full day  
18 shall have deducted from the accumulated leave increments of one-  
19 half (1/2) hour. Any fraction of a half-hour shall count as one-half  
20 (1/2) hour.

21 **5.2.7** Each unit member shall be notified of the accumulated sick  
22 leave total and sick leave entitlements as of September 1, by not later  
23 than October 1 of each school year.

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

### 7 **5.3 Personal Necessity Leave**

8 **5.3.1** Leave which is credited under 5.2.1 of this article may be used  
9 for purposes of personal necessity; provided that use of such  
10 necessity leave does not exceed seven (7) days in any school year.  
11 *Personal Necessity Leave IS deducted from sick leave.*

12 **5.3.2** For purposes of this provision personal necessity leave shall be  
13 limited to:

- 14 (a) death or serious illness of a member of the unit member's  
15 immediate family;
- 16 (b) an accident which is unforeseen involving the unit  
17 member's person or property, or the person or property of a  
18 unit member's immediate family;
- 19 (c) or other personal necessities which are allowed at the  
20 discretion of the Superintendent or designee, provided that  
21 under no circumstances shall leave be available for  
22 purposes of personal convenience or for the extension of a  
23 holiday or a vacation period, for matters which can be taken  
24 care of outside the work hours, or for recreational activities.

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1 **5.3.3** Before the utilization of personal necessity leave a unit member  
2 must obtain prior written approval from the appropriate management  
3 person, except for cases of "a" and "b" in Section 5.3.2 above.  
4 Should the circumstances outlined in "a" and "b" arise, the unit  
5 member shall make every effort to comply with District procedures to  
6 enable the District to secure a substitute.

7 **5.3.4** Under all circumstances a unit member shall verify in writing  
8 that the personal necessity leave was used only for purposes as set  
9 forth in Section 5.3.2 above. A unit member is subject to loss of full  
10 pay for the period of absence if the leave was used for purposes other  
11 than stipulated.

## 12 **5.4 Bereavement Leave**

13 **5.4.1** A unit member shall be entitled to a maximum of five (5) days  
14 leave of absence without loss of salary on account of death of any  
15 member of his/her immediate family. This absence shall be in  
16 addition to sick leave allowance, Section 5.2.1.

17 **5.4.2** For purposes of this provision an immediate family member  
18 shall be limited to legally established mother, father, grandmother,  
19 grandfather, or a grandchild of the employee or of the spouse of the  
20 employee, and the spouse, son, son-in-law, daughter, daughter-in-  
21 law, brother or sister of the unit member, "step" relations of the above,  
22 or any relative living in the immediate household of the above, or any  
23 relative living in the immediate household of the unit member.

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1 **5.4.3** Absence without loss of salary is allowed for three (3) days  
2 upon the death of a relative other than those named in the preceding  
3 paragraph or upon the death of a close friend. *This absence shall not*  
4 *be in addition to the annual days allowed for sick leave and will be*  
5 *deducted from allowable accumulated sick leave.*

6 **5.4.4** The District shall require the use of Bereavement Leave before  
7 Personal Necessity Leave days are used for purposes allowed in this  
8 paragraph.

## 9 **5.5 Leave for Pregnancy Disability**

10 **5.5.1** Unit members are entitled to use sick leave as set forth in  
11 Section 5.2.1 and Section 5.2.2 for disabilities caused or contributed  
12 to by pregnancy, miscarriage, childbirth, and recovery therefrom on  
13 the same terms and conditions governing leave of absence from other  
14 illness or medical disability. Such leave shall not be used for child  
15 care, child rearing, or preparation for child bearing, but shall be limited  
16 to those disabilities as set forth above.

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

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

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

## 13 **5.6 Leave Without Pay for Child Bearing Preparation** 14 **& Child Rearing**

15 **5.6.1** Leave without pay or other benefits may be granted to a unit  
16 member for preparation for child bearing and for child rearing.

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

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



1 **5.6.4** The duration of such leave shall consist of no more than twelve  
2 (12) consecutive months. *Such leave of absence may be extended*  
3 *for good reason to cover a total time of two (2) calendar years.*

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

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

15 **5.6.7** If a unit member is on leave for child bearing or child rearing  
16 and in the event of a miscarriage or death of a child subsequent to  
17 childbirth, the unit member may request an immediate assignment to  
18 a unit position. If there is a vacancy for which a unit member is  
19 qualified, the District will assign the unit member to a position as soon  
20 as practicable.

## 21 **5.7 Industrial Accident Leave**

22 **5.7.1** Unit members shall be entitled to industrial accident leave  
23 according to the provision of Education Code Section 44984 for  
24 personal injury which has qualified for worker's compensation under  
25 the provision of State law.

1 **5.7.2** Such leave shall not exceed sixty (60) days during which the  
2 schools of the District are required to be in session or when the unit  
3 member would otherwise have been performing work for the District in  
4 any one fiscal year for the same industrial accident.

5 **5.7.3** The District has the right to have the unit member examined by  
6 a physician designated by the District to assist in determining the  
7 length of time during which the unit member will be temporarily unable  
8 to perform assigned duties and the degree to which a disability is  
9 attributable to the injury involved.

10 **5.7.4** For any days of absence from duty as a result of the same  
11 industrial accident, the unit member shall endorse to the District any  
12 wage loss benefit check from the State Compensation Insurance  
13 Fund which would make the total compensation from both sources  
14 exceed one hundred percent (100%) of the amount the unit member  
15 would have received as salary had there been no industrial accident  
16 or illness.

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

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## 1 **5.8 Judicial Leave**

2 **5.8.1** Unit members will be provided leave for regularly called jury  
3 duty and to appear as a witness in court, other than as a litigant, for  
4 reasons not brought about through the convenience or misconduct of  
5 the unit member. This unit member shall submit a written request for  
6 an approved absence no less than ten (10) days, or as soon as the  
7 unit member is notified of the call to jury duty, prior to the beginning  
8 date of the leave or as a witness.

9 **5.8.2** The unit member, while serving jury duty, will receive pay in the  
10 amount of his/her regular earnings. The unit member shall have two  
11 (2) pay periods to return the earnings from jury duty, excluding  
12 mileage allowance. If the unit member does not return the jury duty  
13 earnings to the District within two (2) pay periods, the District shall  
14 deduct the jury duty earnings from the third pay warrant.

15 **5.8.3** When a unit member other than the plaintiff is necessarily  
16 absent because of his/her appearance in court in response to a  
17 subpoena duly served, the amount deducted from the salary due  
18 him/her on account of such absence shall not exceed the sum which  
19 he/she receives because of the subpoena.

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

1 **5.9 Absence for Personal Leave**

2 Unit members are eligible for three (3) days personal leave  
3 which shall not be chargeable to sick leave. Day-by-day substitute  
4 pay shall be deducted from the unit member's salary for time granted.

5 The purpose of requesting personal leave shall be at the discretion of  
6 the unit member. Leaves shall be requested on the "Request to be  
7 Absent" form. *Only under extreme circumstances will requests be*  
8 *granted during the first and last week of school.*

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

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

14 **5.10 Absence for Personal Reasons**

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

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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  
3 the provisions of Section 5.2.2, personal illness and injury leave may  
4 be utilized for the illness of husband, wife, child, father, mother,  
5 father-in-law, mother-in-law, brother or sister.

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

10 *Verification of illness may be required.*

11 **5.12 Other Leave Provisions**

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

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

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1 **5.12.3 Expiration of Leave of Absence**

2           Upon the expiration of a leave of absence for illness, the unit  
3 member will be permitted to return to his/her previous assignment  
4 when returning to duty provided the leave of absence does not  
5 exceed the equivalent of Seventy-Four Percent (74%) of duty days for  
6 one (1) school year in continuous absence; and in the case of other  
7 leaves or leaves for illness extending beyond Seventy-Four Percent  
8 (74%) of the school year, when possible, the unit member will be  
9 assigned to a position which is the same as or similar to the one held  
10 when the leave was granted provided that the notice of intent to return  
11 is made in writing at least twenty-one (21) days in advance of the  
12 expiration date.

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

21 **5.12.4** Failure to report for duty at the expiration of a leave of  
22 absence shall be considered sufficient cause for dismissal.

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1 **5.12.5 Medical Benefits During Leave**

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

6 **5.12.6 Requests for Substitutes**

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

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

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

20 **5.12.7 Leave of Absence – No Break in Service**

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

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1 **5.12.8** The applications for and granting of such leaves of absence  
2 shall be in writing. In addition, a unit member on such leave shall  
3 notify the District Personnel Office by April 15 of the school year as to  
4 an intent to return to employment in the District.

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

### 7 **5.13 Military Leave**

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

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

### 14 **5.14 Vacation Time**

#### 15 **5.14.1 Vacation Time for Less Than 12-Month Personnel**

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

#### 18 **5.14.2 Vacation Time for 12-Month Personnel**

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

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

#### 7 **5.14.2.1 Vacation Time for Employees - Partial Year**

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

#### 13 **5.14.2.2 Accumulated Vacation Time**

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

#### 20 **5.14.2.3 Vacation Days Upon Termination**

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

1 in the amount of accrued vacation or equivalent pay.

## 2 **5.15 Application of Accumulated Sick Leave**

### 3 **to Unit Member's Retirement**

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

11 The number of years of service credit to be granted shall be  
12 determined by applicable law and STRS regulations. When a  
13 member has made application for retirement pursuant to Section  
14 23900, the school district shall certify to the Teachers' Retirement  
15 Board the number of days of accumulated and unused sick leave for  
16 illness or injury to which the unit member is entitled on his/her final  
17 day of employment. Education Code Section 22719.

## 18 **5.16 Teacher Exchange Program -- Leave of Absence**

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

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

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

9 Qualification of exchange teachers must be approved by the  
10 District before an exchange arrangement is completed. An exchange  
11 teacher from this District must agree to return to this District for a  
12 period of at least one (1) school 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  
16 applied for a disability allowance from the State Teachers' Retirement  
17 System (STRS). Any denial shall be in writing and for just cause.  
18 This leave shall not exceed thirty (30) days beyond the final  
19 determination of the disability allowance.

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

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1 **5.18 Personal Business Leave**

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

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

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

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

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

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

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

## 15 **Article 6: CLASS SIZE**

16 **6.1** Whenever administratively practicable, and whenever the  
17 District's financial resources allow, and whenever the facilities are  
18 available, the following average class size shall be maintained:

### 19 **Kindergarten through Grades Eight...29**

20 **6.2** In addition, the above listed class size averages are subject to  
21 modification for purposes such as, but not limited to, consideration of  
22 split-grade or low enrollment classes, large group or experimental  
23 instruction, team teaching limitations because of distribution of pupils  
24 by attendance areas, changes in enrollment.

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## **Article 7: EVALUATIONS**

1  
2 **7.1** The District management shall evaluate all permanent  
3 bargaining unit members *no less than once every two years* and all  
4 probationary bargaining unit members annually.

5 **7.2** Those unit members who are regularly scheduled to be  
6 evaluated and are assigned at the beginning of the school year shall  
7 be so notified by the appropriate management person by no later than  
8 the fifteenth pupil attendance day of each school year. Such notice  
9 will be accompanied by a brief explanation of the procedures for  
10 evaluation.

### **7.3 Procedure**

11  
12 **7.3.1** No later than **October 15th** of the school year in which the  
13 evaluation is to take place, the evaluator and the evaluatee shall meet  
14 and cooperatively develop the elements upon which evaluation is to  
15 be based. If the evaluator and evaluatee cannot agree to the  
16 elements of the evaluation, the differences will then be submitted to  
17 an administrator, selected by the evaluatee from a list of five (5)  
18 administrators supplied by the Superintendent. Such administrator  
19 will then resolve the differences.

20 **7.3.2** The evaluatee shall identify those conditions that affect the  
21 attainment of goals and/or objectives.

22 **7.3.3** One (1) preliminary review conference will be held **prior to**  
23 **December 15th** at which time a summary evaluation will be  
24 discussed with the evaluator and the evaluatee.

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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*  
3 *than fifteen (15) minutes, and shall be followed by an evaluation*  
4 *conference within a reasonable period, in which the evaluator and the*  
5 *evaluatee will review the 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  
9 revised and amended to conform to the needs of the children and  
10 staff as the school year progresses.

11 **7.3.7** Any certificated employee who receives a substantially negative  
12 comment on their evaluation relative to an observation shall, upon  
13 request, be entitled to a subsequent observation.

14 **7.3.8** Upon an unsatisfactory evaluation, the evaluator shall make  
15 specific recommendations for improvement, and endeavor to assist in  
16 the unit member's performance.

17 **7.3.9** **A final evaluation conference will be held no later than March**  
18 **1st.** The evaluator will present the written evaluation and discuss the  
19 matters with the unit member. The unit member must sign the  
20 evaluation signifying only that the unit member has read the  
21 document, and has been provided the opportunity of attaching a  
22 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  
2 attendance day shall be evaluated on a modified time line as follows:  
3 goals and objectives (Section 7.3.1 Procedure) developed within thirty  
4 (30) days after assignment, first evaluation (Section 7.3.3) by ninety  
5 (90) days after employment, and the final evaluation by May 1st.

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

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

15 **7.4.1 Evaluation Committee**

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

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

23 The unit members appointed by BETA to the committee shall  
24 receive release time.

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

## 7 **7.5 Public Charges**

8 **7.5.1** Complaints by students, parents, non-management employees,  
9 or citizens may not be used in an evaluation nor placed in personnel  
10 files unless the unit member has the right:

- 11 (1) to receive written notice of the complaint and a copy of the  
12 complaint within fifteen (15) working days after receipt by  
13 the District of the complaint, but also within ninety (90)  
14 calendar days after the event which gave rise to the  
15 complaint;
- 16 (2) to confront upon request the specific persons making the  
17 charges;
- 18 (3) to respond orally or in writing to any accusation; and
- 19 (4) to be represented upon request at all meetings by an  
20 Association representative. If the procedural rights are  
21 denied, the complaint(s) or the document(s) cannot then  
22 be used in the evaluation process or in any manner that  
23 would result in an adverse action against the unit member.

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

1 **7.5.2** In the event a law enforcement agency is contacted by the  
2 District due to an allegation by a child or parent regarding misconduct  
3 of a unit member toward a child, the District shall:

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

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

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

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

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

## 15 **7.6 Personnel Files**

16 **7.6.1** A unit member shall be permitted to review and obtain a copy of  
17 the materials in his/her personnel file that may serve as the basis for  
18 affecting his/her evaluation on the status of his/her employment. The  
19 review of material is not to include ratings, reports, or records which  
20 are prohibited from review by the provisions of the Education Code  
21 Section 44031, "...(1) were obtained prior to the employment of the  
22 person involved, (2) were prepared by identifiable examination  
23 committee members, or were obtained in connection with a  
24 promotional examination."

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

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

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

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

16 **Article 8: TRANSFERS**

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

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1 Recommended reassignments and transfers of unit members  
2 shall be submitted to the Superintendent of Schools by the Assistant  
3 Superintendent, Personnel Services. Transfers of unit members shall  
4 be subject to the review and approval of the Superintendent of  
5 Schools.

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

10 **8.2** Transfers may be requested by the unit member or by the  
11 principal, director, or supervisor.

12 **8.3** From time to time it may be necessary to reassign teachers  
13 from one grade level to another or from one school and subject area  
14 to another or to a substitute status or to non-employment status. This  
15 necessity is predicated upon several factors:

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

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

20 or emergencies requiring the necessity of shutting down a  
21 school.

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

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

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

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

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

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

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

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

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

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

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1 **8.3.1** If no vacancy is available for the credential authorization the  
2 District shall utilize the services of the unit member at the discretion of  
3 the District; such service may include but is not limited to substitute  
4 teaching; and if no regular assignment can be made in an area of  
5 credential authorization, the District may take the legal steps  
6 necessary for layoff of surplus personnel.

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

## 15 **8.4 Voluntary Unit Member Transfer**

### 16 **8.4.1 Definition**

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

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1 **8.4.2 Limitation**

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

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

10 **8.4.3 Procedure**

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

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

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

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

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

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

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

#### 12 **8.4.4 Qualifications**

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

21 **8.4.5** Both applications received in response to the posting of a  
22 specific vacancy and appropriate applications from those on the  
23 current transfer waiting list will be considered prior to the filling of any  
24 specific vacancy.

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1 **8.4.6** If a request for transfer is denied, the unit member shall be  
2 given, upon request, written rationale for the denial.

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

9 **8.4.7.1** A unit member who is granted a transfer during the school  
10 year shall be eligible to assume his/her new position on the first duty  
11 day of the following school year. Pursuant to Sections 8.3, 8.5.6, and  
12 8.7, said unit member shall also be considered a staff member at  
13 his/her new school prior to assuming his/her new position for  
14 purposes of staffing.

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

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1 **8.4.9** Notwithstanding any other provision of this section, a unit  
2 member once granted a transfer may apply for an immediate transfer  
3 pursuant to Section 8.4.8. Such application shall be in writing and  
4 state the unit member's reasons for requesting an immediate transfer.  
5 Such application and all documents supplied by the unit member in  
6 support of said application shall be confidential and shall not be a part  
7 of any unit member evaluation or placed in any unit member's  
8 personnel file. The application and all such documents will be  
9 returned to said unit member after disposition.

10 **8.4.9.1** The District and BETA shall meet and jointly develop criteria  
11 for the acceptance and rejection of unit member applications for  
12 immediate transfer. Such criteria shall constitute a Memorandum of  
13 Understanding to this Agreement. In the event the reasons stated in  
14 the unit member's application are not included within said criteria, the  
15 District and BETA shall meet for consideration and disposition of said  
16 application.

17 **8.4.9.2** The date on which a unit member assumes a vacant or new  
18 position shall not be a condition of the offer or acceptance of said  
19 position.

20 **8.4.9.3** Notwithstanding any other provision of this Agreement, the  
21 rejection of a unit member's application for immediate transfer shall  
22 not be subject to the grievance procedure.

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

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

## 17 **8.5 Involuntary Transfer**

18 **8.5.1** No unit member shall be transferred without justifiable  
19 reason in fact and supported by a reasonable interpretation of the  
20 Policies and Procedures of the District and/or the Education Code  
21 and/or pertinent State and Federal laws. Transfers shall not be used  
22 to punish or discipline unit members.

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

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

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

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

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

5 **8.5.5** Unit members transferred involuntarily shall have the same  
6 rights to advance notice, released time and custodial assistance as  
7 provided in the voluntary teacher transfer article.

8 **8.5.6** In cases of involuntary transfer, due to reduced staffing  
9 requirements, the individual in the identified administrative unit with  
10 the least District seniority will be designated as the involuntary  
11 transferee unless a volunteer in that administrative unit is identified.

12 The involuntary transferee will be given a list of available positions  
13 and allowed to apply for his/her choice of vacancies.

## 14 **8.6 Transfers by Seniority**

15 **8.6.1** If more than one (1) unit member, meeting the qualifications of  
16 Section 8.4.4 of this article, applies for a vacancy, seniority within the  
17 school district shall be the controlling factor in determining which unit  
18 member shall be transferred to fill the vacancy.

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

22 *///*

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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  
4 closures, discontinuance of particular kinds of service, or because of  
5 reasons set forth in Section 8.5.6 shall have first preference for  
6 vacancies over all other involuntary and voluntary transfers, except as  
7 specified in Section 8.7.3 below.

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

12 **A.** A list of vacancies (for the period of August 28, 2000 – June 30,  
13 2002), excluding positions at the five (5) lowest performing District  
14 schools not meeting the requirements of the State of California  
15 Academic Performance Index (API), shall be determined and  
16 available to unit members on the first duty day after April 25<sup>th</sup>.

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

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

5 **8.7.3** If the District as a result of a layoff pursuant to the Education  
6 Code must transfer or reassign unit members in order to insure the  
7 retention of unit members with greater length of service, then such  
8 transfers and reassignments shall take precedence over all other  
9 transfer and reassignment provisions of this article.

#### 10 **8.7.4 Notice to Association**

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

17 In addition, the District will notify the Association of any formal  
18 recommendation to the Board regarding a proposed layoff prior to the  
19 recommendation being presented to the Board.

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

22 **8.7.5** Notwithstanding any other provision of this article, these  
23 provisions shall not be applied in a manner that violates HEW  
24 guidelines covering Affirmative Action.

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1 **8.8 Reassignments**

2 **8.8.1** Reassignments at a particular school site are the  
3 responsibility of the building principal. Such reassignments shall not  
4 be made in a manner that is arbitrary or capricious. In making  
5 reassignments (changes from current assignment) to grade levels  
6 and/or subject areas, the principal shall give consideration to the  
7 following:

- 8 1. Educational program needs of the school;
- 9 2. Credential requirements;
- 10 3. Preferences of unit members;
- 11 4. Demonstrated skills and the experience of unit members;
- 12 5. Seniority of unit members.

13 **8.8.2** *When grade combination classes are formed and there are no*  
14 *volunteers for the combination class, and it cannot be listed as a*  
15 *vacancy to which an incoming teacher to the school can be assigned,*  
16 *then the principal shall make a reassignment of a teacher in the two*  
17 *(2) grades involved on the basis of rotation, with the teacher being*  
18 *reassigned who has not been assigned to a combination class for the*  
19 *longest period of time.*

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

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

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

18 **8.8.3** If more than one (1) unit member at a site applies for the  
19 same vacant or new position at that site and each applicant is  
20 qualified (In general, a unit member will be considered qualified for  
21 the vacancy or new position only if he/she holds the required  
22 California credential, meets the qualifications specified in the adopted  
23 position description and meets all special requirements indicated for  
24 the vacancy or new position as determined by the appropriate  
25 administrator, and does not violate regulations affecting Equal

1 Opportunity and Affirmative Action), then the unit member with the  
2 greatest seniority shall receive the reassignment. (Note: Section  
3 8.8.3 does not interfere with the principal's right to involuntarily  
4 reassign a staff member pursuant to Section 8.8.1).

5 **8.8.4** When a unit member is reassigned to a different room during  
6 the school year, the unit member shall be given, upon request, one  
7 (1) day of released time to prepare for the new assignment.

### 8 **8.8.5 Assignment to Kindergarten Classrooms**

#### 9 **DEFINITION**

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

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

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

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

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

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## **8.8.6 Formation of a Kindergarten or K/1 Class**

### **After Start of School Year**

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

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

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

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

## 15 **8.9 Administrative Transfer in Magnet Schools**

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

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

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1 The administrative transfer shall be treated as an involuntary  
2 transfer as stipulated in the certificated Collective Bargaining  
3 Agreement. It is the involuntary transferee's right to choose on the  
4 basis of seniority an existing opening for which the transferee is  
5 qualified, pursuant to the Collective Bargaining Agreement, Section  
6 8.4.4.

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

13 **8.10** Effective August 28, 2000, to June 30, 2002, notwithstanding  
14 any other provision of this agreement, no unit member may be  
15 transferred into a school not meeting the requirements of the State of  
16 California Academic Performance Index (API) without the approval of  
17 the principal assigned to such school. Such restriction is limited to the  
18 five (5) lowest performing district schools as determined by the API.

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

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

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

6 **9.1.1** Reasonable safety precautions shall be used in all phases of  
7 District operation to insure safe and healthful working conditions for all  
8 unit members in compliance with all laws and regulations of this  
9 Board and other agencies responsible for health and safety.

10 **9.1.2** Unit members shall not be required to work in unsafe conditions  
11 or perform tasks which endanger their health or safety, provided that  
12 such shall not be interpreted to provide a right of a unit member to  
13 abandon his/her position or to unreasonably refuse to perform  
14 assigned tasks and responsibilities.

15 **9.1.3** All complaints regarding injurious health or safety conditions  
16 shall be reported in writing by the unit member to the District Safety  
17 Officer, designee or immediate supervisor as soon as reasonably  
18 practicable. *The safety officer, designee or immediate supervisor*  
19 *shall investigate the complaint and make a preliminary written report*  
20 *and recommendation to the Superintendent or designee within three*  
21 *(3) workdays of receipt of the complaint.* The complaining party shall  
22 receive a copy of such report.

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## 1 **9.2 Foggy Weather Procedure**

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

### 5 **Staff Duty Provisions**

6 **9.2.1** Procedure when maintaining one hundred eighty (180) days of  
7 school or more:

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

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

15 **9.2.2** Procedure when closure due to foggy weather condition drops  
16 number of days below one hundred eighty (180):

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

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

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1 **9.2.3 Delayed Duty Reporting Time:**

- 2 (a) in the event the opening of school is delayed or school is  
3 closed because of foggy weather conditions and unit  
4 members are required to report to work then the regular  
5 reporting time may be suspended with no loss in pay or  
6 any requirement to make up time lost;
- 7 (b) unit members should use good judgment in determining  
8 their own mobility safety. If in their judgment the delayed  
9 arrival to school or work is indicated, the unit member  
10 should call the principal or department head to inform  
11 him/her of the needed delay. If the unit member is going  
12 to be later than thirty (30) minutes prior to the stipulated  
13 time for delayed opening of school, he/she shall be  
14 required to notify the principal or department head; and
- 15 (c) unit members unreasonably absent beyond thirty (30)  
16 minutes prior to the stipulated starting time for the delayed  
17 opening of school, or where a substitute shall be  
18 determined by the principal or department head to be  
19 necessary, may be required to be credited as Absent on  
20 Own Time or to use Personal Necessity Leave, provided  
21 in the leave procedures of this Agreement.

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1 **9.2.4 Unit member compensation factors due to delayed opening**  
2 **or closing of school:**

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

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

11 **9.3** Special Education teachers who are assigned a student  
12 classified as an Individual with Exceptional Needs (I.D.E.N.S.) may be  
13 required to perform tracheal suctioning, catheterization, and change  
14 colostomy bags only if the unit member has been sufficiently trained  
15 in such procedures and the aide, back-up aide, and school nurse, all  
16 of whom are also trained in such procedures, are not at the school  
17 site.

18 **9.4** To the extent permitted by law, the District shall notify a teacher  
19 who is to receive a student who has a chronic infectious disease or  
20 will notify the teacher upon learning of a student with a verified case  
21 of a chronic infectious disease already assigned to said teacher.

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## **Article 10: ASSOCIATION RIGHTS**

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2 **10.1** The Association representatives and Association members with  
3 an appropriate reservation filed with the District shall have the right to  
4 use school buildings and facilities for Association activities.  
5 Association business and activities of unit members will be conducted  
6 outside the regular duty hours except: (a) when an authorized  
7 Association representative secures advance permission from the  
8 Superintendent or designee; (b) when Association activities do not  
9 interfere with the school program or duties of unit members; and (c)  
10 when Association activities do not interfere with rights of unit  
11 members to refrain from listening or speaking with Association  
12 representatives.

13 **10.2** Names and job locations of bargaining unit members shall be  
14 provided without cost to the Association no later than October 15th of  
15 each school year.

16 **10.3** The Association shall have the right to post notices with an  
17 appropriate Association identification, including the name of the  
18 responsible Association officer, regarding activities and matters of  
19 general Association concern on designated bulletin boards, at least  
20 one (1) of which shall be provided in each school building in areas  
21 frequented by unit members. The Association may use the District  
22 mail service and unit member mail boxes for communications to unit  
23 members, provided that the material includes the name of the  
24 responsible Association officer and that the Superintendent will be  
25 provided a copy of all Association material intended for general

1 Association distribution. The Association will not post or distribute  
2 information which is knowingly false or defamatory. Such postings  
3 shall be subject to immediate removal by management.

#### 4 **10.4 Professional Dues or Fees and Payroll Deductions**

5 **10.4.1** Professional dues or fees and payroll deductions article shall  
6 be effective only upon the approval of unit members in the Bakersfield  
7 City School District by an election conducted through the Public  
8 Employment Relations Board (PERB).

9 Article 10.4 of the 2000-2003 Collective Bargaining  
10 Agreement: 10.4 article will continue in force provided that the unit  
11 members fail to approve by election the proposed professional dues  
12 or fees and payroll deduction 10.4 article.

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

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

1 **10.4.2** Any unit member who is not a member of the Bakersfield  
2 Elementary Teachers Association, CTA/NEA, or who does not make  
3 application for membership within thirty (30) days following ratification  
4 between the parties, or within thirty (30) days from the date of  
5 commencement of assigned duties within the bargaining unit for those  
6 hired after ratification, shall become a member of the Association or  
7 pay to the Association a fee in an amount equal to unified  
8 membership dues, initiation fees and general assessments, payable  
9 to the Association in one lump sum cash payment in the same  
10 manner as required for the payment of membership dues. In the  
11 event that a unit member shall not pay such fee directly to the  
12 Association, The District shall immediately begin automatic payroll  
13 deduction as provided in Education Code Section 45061 and in the  
14 same manner as set forth in Paragraph A of this article. There shall  
15 be no charge to the Association for such mandatory agency fee  
16 deduction.

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

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

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

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

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

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1 **10.4.4** With respect to all sums deducted by the District pursuant to  
2 Paragraphs 10.4.1 and 10.4.2 above, whether for membership dues  
3 or agency fee, the District agrees promptly to remit such monies to  
4 the Association accompanied by an alphabetical list of unit members  
5 for whom such deductions have been made, categorizing them as to  
6 membership or non-membership in the Association and indicating any  
7 changes in personnel from the list previously furnished.

8 **10.4.5** The Association agrees to furnish any information needed by  
9 the District to fulfill the provisions of this Article.

10 **10.4.6** The Association and the District hereby agree as follows:

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

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

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

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

21 **10.5** The District will provide the Association President with a copy of  
22 the Board agendas at least forty-eight (48) hours in advance of such  
23 meetings, 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  
3 absence from instructional responsibilities to devote full time to  
4 Association business. The President shall be paid in the usual  
5 manner as if he/she were a regular employee of the District and shall  
6 suffer no reduction in salary, step, fringe, or other benefits. The  
7 President shall also be guaranteed the right to return to the site and  
8 position occupied before taking office if said position would have still  
9 been available in the normal course of events.

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

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

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1 **10.6.1.1 (a)** For the 1998-99 school year only, the total amount of  
2 reimbursement shall be Twenty-Two Thousand Seven Hundred  
3 Seventeen Dollars and Seventy-One Cents (\$22,717.71). The District  
4 hereby acknowledges receipt from the Association of payment in the  
5 amount of Six Thousand Nine Hundred Twenty-Three Dollars and  
6 Twenty Cents (\$6,923.20), thereby reducing the balance due for  
7 1998-99 to Fifteen Thousand Seven Hundred Ninety-Four Dollars and  
8 Fifty-One Cents (\$15,794.51). This latter balance of Fifteen  
9 Thousand Seven Hundred Ninety-Four Dollars and Fifty-One Cents  
10 (\$15,794.51) shall be paid to the District in four (4) equal monthly  
11 installments of Three Thousand Nine Hundred Forty-Eight Dollars and  
12 Sixty-Three Cents (\$3,948.63) payable on the last working days of  
13 March, April, May and June inclusive.

14 **10.6.1.1 (b)** Beginning with the 1999-2000 school year, and for each  
15 affected school year thereafter, the Association shall reimburse the  
16 District for the applicable amounts described in 10.6.1.1 above in ten  
17 (10) equal monthly installments payable on the last working days of  
18 the month September through June inclusive. In the event of a  
19 retroactive salary adjustment during the school year, the Association  
20 shall be required to pay the increased amount.

21 **10.6.2** The District shall provide a total of five (5) release days at no  
22 loss of salary or other benefits for association members as designated  
23 by the BETA President to conduct Association business.

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1 **Article 11: CONCERTED ACTIVITIES**

2 **11.1** It is agreed and understood that there will be no strike, work  
3 stoppage, slow-down, or picketing in furtherance thereof, or  
4 compliance with the request of other labor organizations to engage in  
5 such activities, by the Association, its officers, agents, or members  
6 during the term of this Agreement.

7 **11.2** The Association recognizes the obligation of its representatives  
8 to comply with the provisions of this clause and to make reasonable  
9 effort toward inducing all unit members to do so. In the event of a  
10 strike, work stoppage, or slow-down by unit members who are  
11 represented by the Association, the Association agrees to take good  
12 faith steps to cause those unit members to cease such action.

13 **11.3** The parties agree that this article shall be null and void only  
14 during the period of bargaining on subjects that are reopened for  
15 bargaining according to the terms of this contract (Section 13.3).

16 **Article 12: SAVINGS**

17 **12.1** In the event that any provision of this Agreement shall at any  
18 time be declared invalid by exhaustion of the legal process through  
19 the courts of the State or Federal government, such decision  
20 rendered shall not invalidate any other provisions of this agreement  
21 and all remaining provisions shall remain in full force and effect.

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1 **12.2** *In the event that a provision of this Agreement is declared*  
2 *invalid as set forth in this Article, the District and the Association shall*  
3 *meet within a reasonable time no later than ten (10) days after both*  
4 *parties are in receipt of the decision declaring invalidity to negotiate*  
5 *modification of the Agreement to include amended provisions of the*  
6 *specific article declared invalid.*

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

11 **Article 13: MISCELLANEOUS PROVISIONS**

12 **13.1 Superseding Provision**

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

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1 **13.2 Completion of Meet and Negotiation**

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

12 **13.3 Bargaining Reopeners**

13 Section 13.2 notwithstanding, the parties agree that bargaining  
14 reopeners in each of the years 2001-2002 and 2002-2003 shall be  
15 limited to Sections 14.1 (Compensation) and 14.6 (Fringe Benefits)  
16 and one (1) other item for each party; and, in addition, a total of two  
17 (2) other items on which the parties may mutually agree to bargain.

18 **Article 14: COMPENSATION AND BENEFITS**

19 **14.1 Unit Members' Salary Schedule**

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

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1 Effective July 1, 2000, the Teachers Annual Basic Salary  
2 Schedule shall be increased by Eight Percent (8.00%) in every step  
3 and column, excluding stipends and bonuses. Effective July 1, 2000,  
4 the Pre-Kindergarten Teacher's salary schedule shall be increased by  
5 Eight Percent (8.00%) in every step and column, excluding stipends  
6 and bonuses.

7 Notwithstanding the foregoing, effective July 1, 2000, the  
8 annual salary at Step One, Column One of the Teachers Basic  
9 Annual Salary Schedule shall be Thirty-Four Thousand Dollars  
10 (\$34,000.00).

**See new agreement in back of contract  
for 2001- 2002.**

11 **14.1.2 Incentive Plan**

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

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

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

5 **14.2 Increment for Experience (Step)**

6 14.2.1 Using as a base the format of the Teachers' Annual Basic  
7 Salary Schedule for 2000-2001 (Appendix C), unit members shall  
8 advance one (1) vertical step on the salary schedule except for those  
9 whose placement is at the maximum step for their class.

10 14.2.2 Beginning with unit members employed for the 1985-86  
11 school year, credit for service outside the Bakersfield City School  
12 District shall be allowed for the unit members at the rate of one (1)  
13 step for one (1) year of service in a certificated position up to a  
14 maximum of six (6) years.

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

18 **14.3 Increment for Growth (Column)**

19 Using as a base the format of the Teachers' Annual Basic  
20 Salary Schedule for 2000-2001 (Appendix C), unit members who are  
21 eligible shall advance to the appropriate column for the number of  
22 semester unit credits approved and recorded by Personnel Services.

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1 **14.3.1 Deadline Dates for Submission of Units**

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

5 **14.4** The bonus for Master’s Degree and Doctorate shall be Nine  
6 Hundred Dollars (\$900.00).

7 **14.4.1 Bilingual/Special Education Bonus**

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

12 Multiple Subject Credential/Bilingual Emphasis

13 Multiple Subject Credential/BCLAD Emphasis

14 Bilingual Cross-Cultural Credential

15 Bilingual Certificate of Competence (BCC)

16 Bilingual Cross-cultural Language Academic Development  
17 (BCLAD) Certificate

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

21 **14.4.2** Not including unit members assigned to a stipend position, all  
22 other unit members assigned to a special education position who hold  
23 clear California credentials and/or full California certification required  
24 for their assigned position shall receive a bonus of Seven Hundred  
25 Fifty Dollars (\$750.00).



1 **14.4.3** *If a unit member is assigned to a stipend position and also*  
2 *qualifies for a bonus pursuant to 14.4.1.1, then such unit member*  
3 *shall receive a Bilingual/Special Education bonus in addition to the*  
4 *stipend.*

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

7 **14.4.4** *If a unit member is assigned to a special education/bilingual*  
8 *position and qualifies for a bonus pursuant to both 14.4.1 and 14.4.2*  
9 *then such unit member shall receive two bonuses.*

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

12 *A unit member qualified to receive a bonus pursuant to either*  
13 *14.4.1 or 14.4.2, but not both, shall receive only one Bilingual/Special*  
14 *Education bonus.*

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

## 19 **14.6 Fringe Benefits**

20 **14.6.1** Effective October 1, 2000, the Bakersfield City School District  
21 shall provide for each full-time unit member, up to Seven Thousand  
22 Two Hundred Ninety-Six Dollars and Sixty Cents (\$7,296.60) per year  
23 to offset costs of premiums for medical, Pacific Dental or Delta Dental,  
24 prescription, cancer, life insurance, vision and an employee  
25 assistance plan.

**See new agreement in back of contract for 2001-02.**

1 The obligation of the District shall not exceed one-twelfth  
2 (1/12) of this amount on a monthly basis.

3 **14.6.1.1** Pending further negotiations pursuant to Section 13.3,  
4 effective October 1, 2000, the District contribution and employee  
5 benefit plans as described in Section 14.6.1 above, will be  
6 unchanged.

7 **14.6.2** "Full-time" unit member is defined as a regular unit member  
8 who works no less than three and one-half (3.5) hours per day  
9 seventeen and one-half (17.5) hours per week on a continuing basis  
10 during the entire school year, or following initial employment.

11 *Long-term substitutes are excluded.*

### 12 **14.6.3 Limitation**

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

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

24 **14.6.4** BETA will cooperate in efforts to contain the cost of benefit  
25 premiums.

## **14.7 Miscellaneous Rates of Pay**

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

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

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

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

### **14.7.2 Summer School Teacher Lottery**

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

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

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

6 **14.7.3 Intersession Teachers at McKinley**

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

9 **14.7.4 Curriculum Commission Members**

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

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

16 **14.8 Health Insurance Coverage of Certain Retirees**

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

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

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

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

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

17 **14.9 Transportation Reimbursement**

18           Transportation reimbursement for District required and  
19 approved for use of private automobile of unit members not identified  
20 for an annual allowance shall be at the rate of thirty-one and one-half  
21 (31.5) cents per mile.

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1 **14.10 Layoff Compensation**

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

7 **14.11** The parties to this Agreement recognize that the payment of  
8 salary as earned, on which State Teachers' Retirement System  
9 requires remittances to State Teachers' Retirement System on an "as  
10 earned" basis, is a practical necessity. Therefore, the payment of  
11 salary on a ten-month or eleven-month basis, depending on  
12 employment dates, is agreeable to the parties to this agreement.

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

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

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1 **14.12 Shift Differential -- Magnet Schools**

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

3 It is the intent of the parties to this Agreement that unit  
4 members assigned to a work day on a voluntary basis outside of the  
5 7:30 A.M. and 3:15 P.M. hours stipulated in Section 4.2.2 and unit  
6 members receiving stipends who work an additional forty-five (45)  
7 minutes, typically until 4:00 P.M. - (Refer to Section 4.3) shall have as  
8 part of their regular salary, a differentiated shift allowance of Seven  
9 Dollars and Fifty Cents (\$7.50) per hour for each hour the unit  
10 member's work day (shift) goes beyond 3:15 P.M., or 4:00 P.M. for  
11 unit members on stipends who work an additional forty-five (45)  
12 minutes.

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

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## **14.13 Mentor Teacher Program**

REFER TO PAR LANGUAGE BEGINNING ON PAGE 105, AS OF JULY 1, 2000.

The Mentor Teacher Program shall be implemented only to the extent that special funding from the State is provided. This stipulation shall apply to all costs of the Mentor Teacher Program. If the funding/stipend is decreased at any time during the life of the program, the program or stipend will be decreased proportionately. No part of this program will be funded from general funds, apart from the funding of the Mentor Teacher Program.

### **14.13.1 Mentor Teacher Selection Committee**

**A.** A seven (7) member Mentor Teacher Selection Committee made up of four (4) certificated classroom teachers and three (3) administrators shall be established to nominate Mentor Teachers for Board approval.

**B.** Classroom teachers may be nominated by other teachers or may volunteer to serve on the Mentor Teacher Selection Committee.

**C.** Classroom teacher members of the Selection Committee shall be chosen by the Exclusive Representative among all probationary and permanent classroom teachers in the District, according to pertinent law and regulation. Teacher members will serve for a term determined by the Association. Replacements for teacher members who resign from the Mentor Teacher Selection Committee will be selected by the Exclusive Representative.

**D.** Administrators may be nominated by other administrators or may volunteer to serve on the Mentor Teacher Selection Committee.



1 **E.** Administrative members shall be chosen according to pertinent  
2 law and regulation conducted by the Superintendent.

3 **F.** With the exception of the initial program year, all members of the  
4 Mentor Teacher Selection Committee shall be elected by September  
5 30<sup>th</sup> of each school year.

6 **G.** The Mentor Teacher Selection Committee shall meet during the  
7 regular work hours of the teacher members, whenever possible. In  
8 the event that Mentor Teacher Selection Committee meetings are  
9 scheduled outside of regular work hours, teacher members shall be  
10 paid from Mentor Program funds for the time worked at the currently  
11 negotiated hourly rate.

## 12 **14.13.2 Application and Selection**

### 13 **1. Eligibility -- A Mentor Teacher Candidate**

14 **A.** Is a credentialed classroom teacher with permanent status in the  
15 District assigned to a classroom at the time of appointment.

16 **B.** Has substantial recent experience in classroom instruction.

17 **C.** Has demonstrated exemplary teaching ability as indicated by,  
18 among other things, effective communication skills, subject matter  
19 knowledge, and mastery of a range of teaching strategies necessary  
20 to meet the needs of pupils in different contexts.

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1 **2. Application**

2 Any certificated employee may recommend a name of any eligible  
3 teacher, including himself or herself, as a Mentor Teacher candidate.  
4 Members of the Mentor Teacher Selection Committee may not be  
5 considered as Mentor Teacher candidates.

6 **A.** Mentor Teacher recommendations will be made using  
7 recommendation form distributed for that purpose by the Mentor  
8 Teacher Selection Committee. Those teachers recommended must  
9 complete Mentor Teacher Application forms and submit them to the  
10 Mentor Teacher Selection Committee in order to be considered for  
11 nomination.

12 **3. Selection**

13 **A.** Candidates for Mentor Teacher shall be nominated by the majority  
14 vote of the Mentor Teacher Selection Committee. A “majority vote”  
15 shall mean at least four (4) members voting in favor of a candidate.

16 **B.** The selection process shall include provisions for classroom  
17 observations of candidates by members of the Mentor Teacher  
18 Selection Committee.

19 **C.** Final designation of any person as a Mentor Teacher shall be by  
20 action of the Board of Education from persons nominated by the  
21 Mentor Teacher Selection Committee. The Board of Education may  
22 reject any nomination.

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1 **14.13.3 Mentor Teacher Responsibilities**

2 **A.** The primary function of a Mentor Teacher shall be to provide  
3 assistance and guidance to new teachers. A Mentor Teacher may  
4 also provide assistance and guidance to more experienced teachers,  
5 to teacher trainees, and may retrain experienced teachers upon  
6 mutual agreement of the Mentor Teacher and the teacher being  
7 retrained.

8 **B.** Mentor Teachers may provide staff development for teachers and  
9 may develop special curriculum.

10 **C.** Mentor Teachers shall not participate in the evaluation of  
11 bargaining unit members nor shall any oral or written documentation  
12 developed by a Mentor Teacher while assisting another bargaining  
13 unit member be used as part of an evaluation, hearing, or any  
14 disciplinary action.

15 **D.** All Mentor Teachers shall maintain their regularly assigned duties.

16 **E.** A Mentor Teacher's responsibilities, duties, and time schedule  
17 shall be set forth in a written agreement mutually acceptable to the  
18 Mentor Teacher and the Bakersfield City School District.

19 **F.** Release time for a Mentor Teacher's duties or professional growth  
20 activities will be determined on an individual program basis up to a  
21 maximum of ten (10) days per school year.

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#### **14.13.4 Scope and Duration of the Mentor Teacher Program**

**1.** The number of Mentor Teachers shall be the maximum number funded by the State and authorized pursuant to the State Department of Education regulations.

**2.** *The rate for Mentor Teachers shall be an annual stipend of no less than Four Thousand Three Hundred Twelve Dollars (\$4,312) per term of service over and above his or her regular salary. This stipend shall not be counted as salary or wages for purposes of calculating employer contribution rates or employee benefits under State Teachers' Retirement System (STRS).*

**A.** *The stipend for Mentor Teacher service will be based upon a maximum of one hundred sixty (160) hours of work beyond the regular work day/work year set forth in Article 4, Sections 4.1 and 4.2, of the Collective Bargaining Agreement between the parties.*

Mentor Teacher stipends will be paid in ten (10) equal installments beginning the first full pay period of mentor service, or otherwise in equal (or substantially equal) monthly payments so that the full stipend for the applicable year is paid by June 30th.

**3.** The term of service for Mentor teachers hired for the 1998-99 school year, and each school year thereafter, shall be two (2) years from the beginning of the school year to the end of the program plan, which may extend into (or through) the summer. Mentor Teachers may be re-nominated by the Mentor Teacher Selection Committee. Applicants not currently serving as a Mentor Teacher will receive first consideration.

### **14.13.5 Organization of the Mentor Teacher Program**

1. The Superintendent or designee will determine by October 1<sup>st</sup> of each year, the areas of staff or curriculum development in which Mentor Teachers would best serve the Bakersfield City School District.

2. All Mentor Teacher activities will be coordinated by the Director of Curriculum, Instruction and Professional Development.

3. The Mentor Teacher Coordinator will work with individual Mentor Teachers to ensure that the following support activities are available for the program.

A. Training for Mentors;

B. Commitment from site administrators and teachers for work with Mentor Teachers;

C. Reasonable expectations about what mentors can accomplish.

D. A forum for Mentor Teachers to assist one another.

### **14.13.6 General**

1. Evaluation of the performance of a Mentor Teacher shall be made by the Mentor Teacher Coordinator at least once during his or her term. The evaluation shall be utilized when reviewing a Mentor's performance and considering an extension of the Mentor's program. The evaluation shall not be maintained in the employee's personnel file.

2. A Mentor Teacher shall have no authority over any other teacher by virtue of his or her position as a Mentor.

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1 **3.** In the computation of class size/pupil ratios, the Mentor Teacher  
2 shall only be counted for that portion of his or her time spent in direct  
3 instruction of pupils in his or her regular assignments.

4 **4.** Mentor Teachers shall not be exempt from any extra duty  
5 assignments or staff meetings required of any other member of the  
6 bargaining unit, nor shall he or she, by virtue of appointment as a  
7 Mentor Teacher, be exempted from liability to layoff.

8 **5.** Arrangements for release time for Mentor Teachers and/or for  
9 Selection Committee members shall not be such as to increase class  
10 size, teacher-pupil ratio, nor extra duty assignments for other  
11 teachers.

#### 12 **14.14 Professional Growth Activities**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 PAR Council members shall be paid an annual stipend of  
8 Two Thousand Five Hundred Dollars (\$2,500.00), for which  
9 council members will perform up to sixty-two and one-half (62.5)  
10 hours of related duties outside of regular duty hours/day/year.

11 Alternate PAR Council teacher members shall be paid Forty  
12 Dollars (\$40.00) per hour for required PAR duties outside of  
13 regular duty hours/day/year.

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

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

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

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

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

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

19 **I.** The PAR Council shall annually evaluate the impact of the  
20 PAR Program in order to improve it. The PAR Council may  
21 submit recommendations for improving the Program to the  
22 Governing Board and to the Association.

23 **J.** Continuation of the PAR Program is contingent upon and  
24 subject to continued funding under ABX1 or successor  
25 legislation, if any.

1           The PAR Council will adopt an annual budget for the PAR  
2 Program subject to the approval of the Board of Education.  
3 Budgeted expenditures shall not exceed the actual funded  
4 revenues provided by the State specifically for the PAR Program.  
5 Budgeted expenditures specifically related to PAR activities shall  
6 be approved by the PAR Council. PAR revenues received by  
7 the District in excess of budgeted and/or actual PAR  
8 expenditures shall be available to the District pursuant to the  
9 provisions of ABX1.

10 **K.** The PAR Council shall be responsible for recommending,  
11 selecting, and providing training for the Council members and  
12 alternates.

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

16 **II. PARTICIPATING TEACHERS**

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

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

- 2 **a.** Fully credentialed 1st or 2nd year teachers  
3 **b.** Intern teachers including Pre-Intern Teachers  
4 **c.** Teachers with Emergency Permits  
5 **d.** Experienced teachers who are new to the District

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

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

12 **2. Referred Participating Teacher (RPT)**

13 **a.** The purpose of participation in the PAR Program is to  
14 help veteran teachers in need of development in subject  
15 matter knowledge or teaching strategies or both.  
16 Permanent unit members shall be required to participate in  
17 the PAR Program as a result of an unsatisfactory in any  
18 part of Sections I or II of the BCSD Teacher Evaluation  
19 Form.

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

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

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

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

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

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

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

25 ///

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

### 4 **3. Volunteer Teacher Participants (VT)**

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

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

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

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

1 **III. CONSULTING TEACHERS**

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

- 6 **1.** Substantial recent experience, at least Five (5) of the last  
7 Seven (7) years, in the District as a full-time classroom  
8 teacher.
- 9 **2.** Demonstrated exemplary teaching ability.
- 10 **3.** Extensive knowledge and mastery of subject matter,  
11 teaching strategies, instructional techniques and classroom  
12 management strategies necessary to meet the needs of  
13 pupils in different contexts.
- 14 **4.** Ability to communicate effectively both orally and in writing.
- 15 **5.** Ability to work cooperatively and effectively with others.

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

18 This assistance will typically include:

- 19 **1.** Set and discuss performance goals with the Participating  
20 Teacher. Assist in developing an Individual Performance  
21 Plan (IPP).
- 22 **2.** Multiple observations of the Participating Teacher during  
23 periods of classroom instruction.

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

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

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

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

12 **7.** When not engaged in PAR activities, Consulting Teachers  
13 shall be available to the Division of Instructional Services to  
14 provide assistance to other teachers and to assist in  
15 curriculum-related activities.

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

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

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

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

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

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

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

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

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

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

9 **G.** Consulting Teachers shall be paid an annual stipend of Five  
10 Thousand Dollars (\$5,000.00) for which they will perform up to  
11 125 hours of service to the District outside of regular duty  
12 hours/day/year to perform PAR duties or other duties pursuant to  
13 3 (B-7) above.

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

19 **I.** Full-time and Part-Time Consulting Teachers shall have a  
20 caseload determined by the PAR Council based upon a ratio of  
21 Consulting Teachers to Participating Teachers. Participating  
22 Teachers include BT's, RPT's, and VT's. This ratio is dependent  
23 on the amount of assistance provided to Participating Teachers  
24 as determined by the PAR Council and in consultation with the  
25 Consulting Teachers.

1 **J.** The PAR Program encourages a cooperative relationship  
2 between the Consulting Teacher, Referred Participating Teacher  
3 and the Principal with respect to the process of peer assistance  
4 and review. Prior to working with a Referred Participating  
5 Teacher, the Consulting Teacher and the Referred Participating  
6 Teacher will meet with the Principal or immediate supervisor to  
7 review and discuss the basis for referral to the PAR Program.

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

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

18 Nothing herein shall modify or affect the District's right to  
19 issue notices (of unsatisfactory performance and/or  
20 unprofessional conduct) pursuant to Education Code Section  
21 44938.

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[End of Contract]

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# **2001 – 2002 School Year**

**Agreement  
between  
the Bakersfield City School District  
and  
the Bakersfield Elementary Teachers Association**

**January 25, 2002**

**14.1 Unit Members' Salary Schedule**

Effective July 1, 2001, The Teachers Annual Basic Salary Schedule shall be increased by Two and Forty-Six Hundredths Percent (2.46%) in every step and column, excluding stipends and bonuses. Effective July 1, 2001, the Pre-Kindergarten Teachers Salary Schedule shall be increased by Two and Forty-Six Hundredths Percent (2.46%) in every step and column, excluding stipends and bonuses.

**14.6.1 Fringe Benefits**

Effective October 1, 2001, the Bakersfield City School District shall provide for each full-time unit member up to Eight Thousand Six Hundred Eighty-Two Dollars and Sixty Cents (\$8,682.60) per year to offset costs of premiums for medical, Delta Dental or Pacific Dental, prescription, cancer, life insurance, vision, and an employee assistance plan.

4.12 is deleted effective 6/30/02 and 4.12.1 becomes 4.12

4.12 The following language is effective 6/30/02: The following unit members shall work additional minutes per day and shall work days as stipulated:

4.3 The following language is effective 6/30/02: The length of the unit member duty day and number of annual duty days of unit members receiving stipends is listed in 4.12.



## **BCSD/BETA Agreement**

January 25, 2002

### **4.16 Junior High Department Leaders/Curriculum Commission**

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

## **Article 15: Peer Assistance and Review (PAR) Agreement**

### **I. D. (2<sup>nd</sup> paragraph)**

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

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

### **2. a.**

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

## **BCSD/BETA Agreement**

January 25, 2002

### **III B. 7.**

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

### **III G.**

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

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

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

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

## **BCSD/BETA Agreement**

January 25, 2002

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

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

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

///End of Agreement