



Bakersfield City School District

&

Bakersfield Elementary Teachers Association

# **Collective Bargaining AGREEMENT**

July 1, 2022 - June 30, 2025

**Board of Education  
Bakersfield City School District**

**Board, July, 2022**

Lillian Tafoya .....	President
Laura Guerrero-Salgado.....	President Pro Tem
Shannon Zimmerman .....	Clerk
Dr. Chris Cruz-Boone.....	Clerk Pro Tem
Pam Baugher .....	Member

**Board, January, 2023**

Laura Guerrero-Salgado.....	President
Shannon Zimmerman .....	President Pro Tem
Dr. Chris Cruz-Boone .....	Clerk
Anthony Fuentes .....	Clerk Pro Tem
Lillian Tafoya .....	Member

**Mark A. Luque, Superintendent**  
Education Center - 1300 Baker Street  
Bakersfield, California 93305  
(661) 631-4600

**Negotiation Team**

Christine Cornejo .....	Board's Representative
Rona Chacon-Mellon .....	Member
Sherry Gladin.....	Member
Laura Orozco.....	Member
Mike Havens .....	Member
Dylan Capilla .....	Member

**Bakersfield Elementary Teachers Association  
Chapter Officers**

<u>2022-23</u>	<u>2023-24</u>
Steven Comstock.....President	Steven Comstock.....President
Shannon Barnes .....	Shannon Barnes.....Vice-President
John Peterson .....	John Peterson.....Vice-President
LaFleasha Owens.....Secretary	LaFleasha Owens .....
Tanisha Ross .....	Tanisha Ross .....

**Negotiation Team**

Thomas Tarrer.....	Chair
Brad Barnes .....	Member
Shannon Barnes .....	Member
Kari Florez....	Member
Cassandra Hobbs.....	Member
John Peterson .....	Member

**Bakersfield Elementary School District**  
837 "H" Street  
Bakersfield, California 93304  
(661) 327-4567

## TABLE OF CONTENTS

<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE 1: RECOGNITION .....</b>	<b>2</b>
<b>ARTICLE 2: GRIEVANCE PROCEDURE .....</b>	<b>3</b>
2.1 Level I .....	3
2.2 Level II .....	3
2.3 Level III (Grievance Mediation) .....	4
2.4 Level IV (Arbitration) .....	4
2.5 General Provisions .....	5
<b>ARTICLE 3: DISTRICT RIGHTS .....</b>	<b>9</b>
<b>ARTICLE 4: HOURS .....</b>	<b>10</b>
4.2 Work Day .....	10
4.2.3 For purposes of definition, "preparation/planning time," as used in Section 4.2.4 refers to a designated, daily period of uninterrupted, personal planning and preparation, of not less than forty (40) consecutive minutes for each teacher in junior high/middle school and thirty (30) consecutive minutes for each teacher in the elementary schools .....	10
4.2.3.1 Transitional Kindergarten (TK) – Kindergarten Schedule .....	10
4.2.4 Preparation/Planning Time .....	11
4.2.5 District Bank Day .....	12
4.4 Limitation on Additional Required Duty .....	14
4.5 Noon Duty Supervision .....	14
4.6 Minimum Days .....	16
4.7 Dismissal on Minimum Days .....	16
4.12 Transitional Kindergarten (TK), Kindergarten (K), and Primary Grade Teacher Instructional Time .....	17
4.14 Curriculum Commission, Junior High or Middle School Department Chairs/Leaders, Elementary School Grade Level Chairs/Leaders .....	18
4.15 Calendar .....	19
4.15.5 Thanksgiving Recess .....	19
4.16 Instruction Days Per School Year .....	20
4.17 Flex Time .....	20
<b>ARTICLE 5: LEAVE PROVISIONS .....</b>	<b>22</b>
5.2 Personal Illness and Injury Leave .....	22
5.2.5.1 Requests for Substitutes .....	24
5.3 Personal Necessity Leave .....	25

5.4	Personal Business (“No Tell Days”) .....	26
5.5	Absence for Personal Leave .....	27
5.6	Absence for Personal Reasons .....	28
5.7	Bereavement Leave .....	28
5.8	Leave for Pregnancy Disability .....	29
5.9	Child Bonding Leave .....	30
5.9.5	Child Bearing Preparation and Child Rearing Leave .....	31
5.10	Industrial Accident Leave .....	32
5.11	Judicial Leave .....	33
5.12	Illness in Family .....	34
5.13	Other Leave Provisions .....	34
5.13.3	Expiration of Leave of Absence .....	35
5.13.5	Medical Benefits During Leave .....	35
5.13.6	Leave of Absence – No Break in Service .....	36
5.14	Military Leave .....	36
5.15	Application of Accumulated Sick Leave to Unit Member’s Retirement ...	37
5.16	State Teachers’ Retirement System (STRS) Disability Allowance Leave ...	37
5.17	Donation of Sick Leave for Catastrophic Illness .....	37
5.17.3	Governing Committee .....	38
5.17.4	Qualifications to Make Donations .....	38
5.17.5	Qualifications to Participate .....	39
5.17.6	Maximum Number of Days in Sick Leave Bank .....	39
5.17.7	Qualifications of Recipient .....	39
5.17.9	Procedure .....	40
<b>ARTICLE 6:</b>	<b>CLASS SIZE .....</b>	<b>41</b>
<b>ARTICLE 7:</b>	<b>EVALUATIONS .....</b>	<b>42</b>
7.3	Procedure .....	43
7.4	Evaluation Committee .....	44
7.5	Public Charges .....	45
7.6	Personnel Files .....	47
<b>ARTICLE 8:</b>	<b>TRANSFERS AND REASSIGNMENTS .....</b>	<b>48</b>
8.2	Transfers .....	48
8.3	Transfers by Seniority .....	49
8.4	Voluntary Transfer .....	49
8.4.2.1	Focus School Initiative Exception .....	49
8.5	Qualifications .....	50



8.6	Voluntary Transfers to Schools Ranked in Deciles 1-3/District Focus Schools .....	50
8.7	Involuntary Transfer .....	51
8.7.1	Administrative Transfer .....	51
8.8	Involuntary Transfers due to Reduction of Staff (exclusive of layoffs pursuant to the Education Code).....	52
8.8.1	Special Subject Classroom Teachers.....	52
8.9	Involuntary Transfer due to Reduced Staffing requirements for classroom teachers in positions requiring Multiple Subject Credentials (exclusive of layoffs pursuant to the Education Code) .....	53
8.10	Involuntary Transfer Procedures for Classroom Teachers related to School Closures, and Discontinued Services – The Surplus Process .....	53
8.11	Notice to Association of Layoffs Pursuant to the Education Code .....	54
8.12	Miscellaneous Provisions .....	55
8.13	Special Education Unit Members.....	56
8.14	Speech and Language Pathologists – Assignment.....	57
8.15	Special Education Unit Members Subject to Surplus Status .....	57
8.16	All Other Unit Members.....	58
8.17	Reassignments .....	58
8.18	Assignment to Kindergarten Classrooms.....	61
8.19	Assignment to Transitional Kindergarten Classrooms.....	62
8.20	Procedure for Staffing Newly Constructed Schools.....	62
<b>ARTICLE 9:</b>	<b>SAFETY CONDITIONS OF EMPLOYMENT .....</b>	<b>64</b>
9.2	Inclement Weather Procedure .....	65
9.2.3	Delayed Duty Reporting Time .....	66
9.2.4	Unit Member Compensation Factors Due to Delayed Opening or Closing of School .....	67
9.5	Safety of Personnel .....	67
9.6	Student Discipline .....	68
9.7	Reporting to Unit Members Regarding Violent Students.....	69
9.8	Work Areas.....	69
<b>ARTICLE 10:</b>	<b>ASSOCIATION RIGHTS .....</b>	<b>70</b>
10.4	Professional Dues and Payroll Deductions .....	71
10.6	Leaves of Absence for Elected Union Officials.....	72
<b>ARTICLE 11:</b>	<b>CONCERTED ACTIVITIES .....</b>	<b>73</b>
<b>ARTICLE 12:</b>	<b>SAVINGS.....</b>	<b>74</b>

<b>ARTICLE 13:</b>	<b>MISCELLANEOUS PROVISIONS.....</b>	<b>75</b>
13.1	Superseding Provision.....	75
13.2	Completion of Meet and Negotiation.....	75
13.3	Bargaining Reopeners .....	75
13.5	Three-Year Contract.....	75
<b>ARTICLE 14:</b>	<b>COMPENSATION AND BENEFITS.....</b>	<b>76</b>
14.1	Unit Members' Salary Schedule.....	76
14.1.1	Compensation (If Substitutes are Unavailable) .....	77
14.3	Incentive Plan.....	78
14.4	Increment for Experience (Step).....	78
14.5	Increment for Growth (Column).....	80
14.6	Deadline Dates for Submission of Units .....	80
14.8	Special Education Bonus .....	80
14.9	Speech & Language Pathologists .....	81
14.10	Bilingual Bonus.....	82
14.12	Fringe Benefits .....	82
14.12.4	Limitation .....	83
14.13	Miscellaneous Rates of Pay Special Project & Extra Duty Pay.....	83
14.14	Summer School Teacher Lottery.....	84
14.15	Curriculum Commission Members .....	85
14.16	Health Insurance Coverage of Certain Retirees.....	85
14.17	Transportation Reimbursement .....	86
14.18	Shift Differential – Magnet Schools (Fremont, Mt. Vernon, Owens, McKinley, Thorner, Chavez).....	86
14.19	Professional Growth Activities.....	87

## APPENDICES

Appendix A	Unit Description
Appendix B	Calendar – School Year 2022-23
Appendix B-1	Calendar – School Year 2023-24
Appendix C	Teachers Annual Basic Salary Schedule – 2022-23
Appendix D	Pre-Kindergarten Teachers Basic Salary Schedule – 2022-23
Appendix D-1	School Nurse Salary Schedule (184 Days) – 2022-23
Appendix D-2	School Nurse Salary Schedule (214 Days) – 2022-23
Appendix D-3	Speech Therapist Salary Schedule (185 Days) – 2022-23
Appendix E	<b>CERTIFICATED EVALUATION FORMS</b> <ul style="list-style-type: none"> <li>• Certificated Employee Basis for Evaluation Form 10.0</li> <li>• Summative Evaluation – Teacher</li> <li>• Summative Evaluation – Special Education Teacher</li> <li>• Summative Evaluation – Coach, APL</li> <li>• Summative Evaluation – Non-Teaching Office Teacher, Academy Specialist</li> <li>• Summative Evaluation – Teacher Tutor</li> <li>• Summative Evaluation – School Nurse</li> <li>• Summative Evaluation – Speech Pathologist</li> <li>• Recommendations for Improvement – Teacher, Non-Teaching, Teacher Tutor, School Nurse, Speech Pathologist</li> <li>• Certificated Services Evaluation/Five Year Cycle Agreement</li> </ul>
Appendix F	<b>REQUEST TO BE ABSENT FORM</b> <ul style="list-style-type: none"> <li>• Personal Necessity Leave</li> <li>• Personal Leave</li> <li>• Personal Business Leave, etc.</li> </ul>
Appendix G	<b>NOTICE OF UNSAFE CONDITION</b>
Appendix H	<b>HOW TO ACCESS BCSD POLICIES</b> <u>See Board Policy #400.35 located on District Website</u> (re: Extracurricular Activities and Cocurricular Activities)  <u>See Board Policy #500.21 located on District Website</u> (re: Employee Use of Technology and Employee Communication)
Appendix I	<b>SMART FIND EXPRESS — SUBSTITUTE SYSTEM</b> Web Browser Access Instructions Telephone Access Instructions
Appendix J	Reassignment Protocols/"Surplus" Procedure
Appendix K	Compensation for the Assignment of Additional Students
Appendix L	California State Preschool Program

**PREAMBLE**

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

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code "Act," as in effect July 1, 2022.

This Agreement shall continue in effect until June 30, 2025, and will thereafter continue in effect until one of the parties notifies the other in writing of a request to modify, terminate, or amend the Agreement.

The Association agrees to propose any changes for a successor contract by February 1, 2025, and the District agrees to respond to such proposals by the second regularly scheduled Board of Education meeting after receipt of such proposed changes.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

**End of Preamble**

 District  BETA

**Article 1: RECOGNITION**

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

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

**End of Article 1: Recognition**



**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 twenty (20) 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 (10) days.

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

///

///

///

**2.3 Level III (Grievance Mediation)**

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

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

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

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

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

**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.

///

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

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

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

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

11 After a hearing and after both parties have had an opportunity to make written  
12 arguments, the arbitrator shall submit in writing to all parties, their decision relating to  
13 the alleged violation of the specific provision(s) of this Agreement which shall be final  
14 and binding upon the parties.

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

18 **2.5 General Provisions**

19 **2.5.1** When a grievance is filed by a unit member and received by the District, the District  
20 shall provide a copy of the original grievance to the Association President within three  
21 (3) days of receipt.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **2.5.1.1** Nothing contained herein will be construed as limiting the right of any unit  
2 member having a grievance to discuss the matter with any appropriate member of the  
3 administration, and to have grievances adjusted without intervention by the Association,  
4 provided that prior to any agreement upon a resolution of a grievance, the Association  
5 will be provided a copy of the grievance and the proposed resolution, and in addition will  
6 be provided ten (10) days in which to file a response to the proposed resolution regarding  
7 whether the adjustment of the grievance is inconsistent with the terms of the Collective  
8 Bargaining Agreement.

9 **2.5.2** A grievant shall have the right to have an Association representative or other  
10 representative of their choice at Levels I and II of the grievance procedure. This clause  
11 shall not be interpreted to expand the release time provision in Section 2.4.7.

12 **2.5.3** If several grievances are filed which contain the same issue and underlying facts,  
13 then such grievances may be combined for a single disposition and/or hearing, provided  
14 the grievant(s), the Association, and the District agree to such consolidation.

15 **2.5.4** The time limits specified at each level are maximums, and every effort should be  
16 made to expedite the process. However, if the District does not respond within the  
17 specified time limits the grievance is automatically moved to the next level; and if the  
18 grievant fails to appeal within the specified time limits, such failure will constitute an  
19 automatic withdrawal of the grievance.

20 **2.5.5** In the event a grievance is filed at such a time that it cannot be processed by the  
21 end of the school year, and if left unresolved until the beginning of the following school  
22 year, could result in harm to an aggrieved person, the time limits set forth herein will be  
23 reduced so that the procedure may be exhausted prior to the end of the school year or as  
24 soon as is practicable.

25 ///

26 ///

27 ///

28 ///

1 **2.5.6** Forms for filing grievances shall be prepared jointly by the District and the  
2 Association within five (5) days of ratification of the Agreement.

3 **2.5.7** Time off from duties will be granted for the processing of grievances past Level I  
4 of the grievance procedure, Article 2, Section 2 herein, for unit members who are  
5 designated as Association representatives, subject to the following conditions:

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

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

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

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

19 **2.5.8** No reprisals of any kind will be taken by any District representative against a  
20 grievant or any member of the bargaining unit for participation in the grievance procedure  
21 by reason of such participation.

22 **2.5.9** All documents and records dealing with grievances shall be kept in files that are  
23 separated from the regular personnel files. However, such separation shall not be  
24 construed as constituting a separate personnel file for purposes of the Education Code.

25 **2.5.10** Time limits set forth in this Article may be extended by mutual agreement  
26 including but not limited to circumstances where the grievant or union representative, or  
27 responding administrator, is on leave, vacation or holiday.

28 ///



**2.5.11** A grievant may withdraw a grievance at any time without prejudice; however, any such withdrawal shall not add on or otherwise extend the timelines provided in this article.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

**End of Article 2: Grievance Procedure**

**Article 3: DISTRICT RIGHTS**

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

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

///

///

///

///

///

///

///

///

///

///

///

///

**End of Article 3: District Rights**

**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, (exclusive of walking students to and from 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.

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 a natural disaster.

**4.2.2** Notwithstanding Section 4.2.1 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, daily period of uninterrupted, personal planning and preparation, of not less than forty (40) consecutive minutes for each teacher in junior high/middle school and thirty (30) consecutive minutes for each teacher in the elementary schools.

**4.2.3.1 Transitional Kindergarten (TK) – Kindergarten Schedule**

**a.** Definition of contact minutes refers to a period of time when unit members are in direct supervision and/or instruction of students.

**b.** TK and Kindergarten shall have a daily duty-free minimum ten (10) minute recess separate from the time outlined in 4.2.3.1c.

///

///

///

1 **c.** TK and Kindergarten shall have a duty-free minimum thirty (30) minute lunch period  
2 connected to an additional ten (10) minute afternoon supervision-free period of time (i.e.,  
3 p.m. recess).

4 **d.** The TK and Kindergarten dismissal process shall include ten (10) minutes of after-  
5 school student supervision/student sign out (if required by the District) in the weekly  
6 contact calculation.

7 **e.** Any other break, recess or yard duty (other than those noted in Article 4.2) assigned  
8 to a unit member, which are on a shared, equitable, and rotational basis shall not count  
9 towards contact minutes.

10 **f.** Before the end of the preceding school year, elementary school site principals shall  
11 ask their assigned Kindergarten teachers to share with them their preferred schedule,  
12 within the above-named parameters. In the event the Kindergarten team changes by the  
13 start of the new school year, on the first duty day, the principal shall make contact with  
14 the newly assigned Kindergarten teacher for input on their preferred schedule. The  
15 principal reserves the right to determine the schedule pursuant to the TK/K negotiated  
16 parameters, but shall take into consideration the teachers' preferences.

17 **4.2.4 Preparation/Planning Time**

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

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

27 ///

28 ///

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

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

The parties mutually acknowledge that State and Federal mandates along with local concerns have materially increased the number of meetings; the parties recognize the need for many of the meetings along with the inroads such meetings make on other time. Accordingly, the parties agree to form a joint committee consisting of four (4) persons appointed by BETA and four (4) persons appointed by the District to study the issue of meetings; such study shall take into account issues such as the legal and/or practical reasons for each type meeting, the frequency of meetings, the scheduling (calendar) of such meetings, and techniques through collaboration, focused agendas, adherence to the schedule time lines, etc. The committee will produce recommendations for maximizing the efficiency of such meetings while reducing their impact upon other time demands.

**4.2.5 District Bank Day**

**1.** Effective for the 2015-16 school year, and continuing thereafter, the certificated employee school calendar shall reflect a weekly "bank day" in which students are released early each Wednesday in order to provide protected, extended time for teachers to work collaboratively as a Professional Learning Community (PLC) in their response to the four questions which are listed in Appendix E.

**2.** Administration and support staff will both facilitate and protect this PLC time on their respective campuses each week. (See Appendix E (Bank Day MOU signed 04-20-15).

///

///

///



1 **3.** This reserved time shall be protected for the purpose of: Individual or group activities  
2 that are academic in nature and which relate directly to the individual or the collaborative  
3 work of the PLC. This time will be reserved for tasks such as scoring assessments, data  
4 analysis, collaborating on Common Formative Assessments (CFA's) and other types of  
5 grade level planning/collaboration.

6 **4.** In order to "bank time," instructional minutes will be distributed throughout the work  
7 week as follows:

8 **a.** Transitional Kindergarten - Kindergarten: 1,200 contact minutes

9 **b.** First – Third Grade: 1,465 instructional minutes

10 **c.** Fourth – Eighth Grades: 1,565 instructional minutes

11 **5.** Effective for the 2016-17 school year, the certificated school calendar shall reflect a  
12 weekly extension of the current bank day schedule in which students are dismissed earlier  
13 in order to provide protected, extended time for teachers with the following provisions.

14 **a.** Extended Bank Day time to be 75-90 minutes (time may vary from site to site).

15 **b.** Monthly Late Start Days will continue.

16 **c.** Equitable time will be provided for personal preparation, planning, PLC collaboration,  
17 and Professional Development.

18 **d.** BCSD administration will ensure that proper scheduling will be made around report  
19 cards, parent conferences, and assessment dates. Support to staff will be given and  
20 protected during these days.

21 **e.** The District will adhere to the revised 4.2.3 language in the collective bargaining  
22 agreement with the exception of no more than two (2) individual Bank Days per month.

23 **f.** The District reserves the right to modify/make adjustments to school schedules if  
24 transportation becomes a barrier or hardship.

25 **4.3** The length of the unit member duty day and number of annual duty days of unit  
26 members receiving stipends is listed in Article 4.12.

27 ///

28 ///

**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, to take place within the first four (4) weeks of school, 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 current project rate for required duties extending beyond normal duty hours provided the unit member is specifically directed by their 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 current project rate.

**4.5 Noon Duty Supervision**

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

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

**4.5.3** Noon duty supervision may be assigned to teachers on an extra pay basis. If unit members, excluding counselors and office teachers, are assigned to noon supervision, they shall be paid at the current project rate.

///

///

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

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

15 **4.5.5** The stipend for campus supervision (with hours adjusted to include an additional  
16 forty-five (45) minutes, i.e., eight (8) hours, shall be One Thousand Two Hundred Seven  
17 dollars (\$1,207). This provision supersedes the pay statement in Section 4.5.3.

18 **4.5.6** Volunteering for paid noon duty, either on an hourly basis or on a stipend basis,  
19 does not excuse a unit member from regularly assigned yard and building supervision.

20 **4.5.7** The principal shall have sole responsibility in selecting the unit members  
21 designated for noontime supervision.

22 **4.5.8** Such noontime supervision duty shall be voluntary, subject to Section 4.5.10.

23 **4.5.9** In cases where there is/are not a volunteer(s) or said volunteer(s) is/are absent,  
24 the principal shall assign from a volunteer pool of certificated staff as needed for the  
25 absent designated noon duty supervisor(s), to be paid at the current project rate.

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

28 ///

**4.5.10** If the principal is unable to assign a replacement for the noon supervisor from the volunteer pool, said principal shall assign noon duty on an equitable rotational basis at the current project rate as stipulated in Section 14.13 of the Collective Bargaining Agreement.

**4.6 Minimum Days**

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

**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, Winter Vacation, Spring Break Vacation, the last day of school, and also on the regular day of the annual Open House event. 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 Pre-Kindergarten (Pre-K), Transitional Kindergarten (TK), Kindergarten (K), 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.

///

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

11 **4.12 Transitional Kindergarten (TK), Kindergarten (K),**  
12 **and Primary Grade Teacher Instructional Time**

13 **4.12.1** Unit members assigned to Transitional Kindergarten and Kindergarten classes  
14 shall have the same workday as teachers in grades one (1) and two (2).

15 **4.12.2** Transitional Kindergarten and Kindergarten teachers shall be available, at the  
16 discretion of the principal and within the instructional time limitations described in other  
17 subsections of this section, for assistance or assignment in the instructional program of  
18 the primary grades when not actually teaching a Kindergarten class.

19 This section shall not prohibit the District from utilizing the Transitional  
20 Kindergarten and Kindergarten teacher entirely in the Transitional Kindergarten and  
21 Kindergarten program, either in an, "extended" Transitional Kindergarten and  
22 Kindergarten session or in assisting another Kindergarten class that may be in a different  
23 time frame.

24 **4.12.3** Additional instructional minutes beyond Transitional Kindergarten and  
25 Kindergarten classroom time shall be limited to use as an instructional resource to primary  
26 teachers for instruction of small groups, individual tutoring, remediation of proficiency  
27 skills, and others as may be agreed to by the Transitional Kindergarten and Kindergarten  
28 teacher and the principal at each site.



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

**4.12.5** Student contact time for Transitional Kindergarten and Kindergarten teachers shall be up to one thousand, two hundred (1,200) minutes per week (excluding recesses for TK and K sessions.)

**4.12.6** Student contact time for K/1, first, second, and third grade teachers shall be up to one thousand, four hundred and sixty-five (1,465) minutes per week, except for staggered schedules, which shall be up to one thousand, five hundred sixty-five minutes (1,565) per week, exclusive of recesses.

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

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

**4.14 Curriculum Commission, Junior High or Middle School Department**

**Chairs/Leaders, Elementary School Grade Level Chairs/Leaders**

Unit members who volunteer or are asked and agree by the immediate supervisor to the specific position of Curriculum Commission, Junior High or Middle School Department Chairs/Leaders, Elementary School Grade Level Chairs/Leaders shall be compensated at the project rate pursuant to Article 14.7, for required duty, as determined by the immediate supervisor, that occurs outside of the regular duty day.

///

///

**4.15 Calendar**

**4.15.1** The number of workdays referenced in Section 4.1 shall be distributed for 2021-22 according to the calendar in Appendix B.

**4.15.2** The annual work year calendar shall follow the same format of the previous year's calendar, including eight (8) two-hour late start collaboration days unless negotiated otherwise. The work year calendar shall be prepared by the District and mutually agreed upon by the District and BETA prior to presentation to and approval by the BCSD School Board. The District agrees to share the prepared calendar with BETA within five (5) work days of the prepared calendar's completion and the parties agree to meet within ten (10) work days of the prepared calendar's completion to come to an agreement on the prepared calendar.

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

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

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

**4.15.5 Thanksgiving Recess**

Effective for the 2015-16 school year and continuing thereafter, the certificated employee school calendar shall reflect a Thanksgiving Recess in which the week of Thanksgiving will be non-student/non-teacher work days. The three displaced days will be placed on the calendar at the discretion of the District.

///

///

**4.16 Instruction Days Per School Year**

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

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

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

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

**4.17 Flex Time**

Effective July 1, 2002, notwithstanding any other provision of this agreement, in addition to any banking time or extended day programs at a particular site, an additional total of up to thirty (30) minutes each school month, but limited to a total of four (4) school months each school year, as designated on the annual school calendar, may be added by the immediate supervisor between 7:00 a.m. and 3:45 p.m. without additional compensation.

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

The extension of such duty day(s) will be for the purpose of attendance at meetings, training sessions or conferences, including parent conferences, and/or for other educational program needs as determined by the immediate supervisor. Attendance by unit members at activities on such extended duty days shall be mandatory, unless excused by the immediate supervisor, provided a five-day 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 Article 4: Hours**

**ARTICLE 5: LEAVE PROVISIONS**

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

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

**5.1.2** Notwithstanding any other provision of this agreement, the following leaves are not available on days that the teacher is scheduled to administer State standardized testing including preparatory activities as defined by the immediate supervisor: Absence for Personal Leave, Absence for Personal Reasons, and Personal Business Days.

**5.2 Personal Illness and Injury Leave**

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

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

The amount deducted for leave purposes from the unit member's salary shall be the lowest day-by-day substitute rate. The five-month period shall begin when leave authorized under Section 5.2.1 and Section 5.2.3 is exhausted.

Day-by-day substitute pay, for purposes of this section, is defined as the lowest pay given to a day-by-day substitute according to the daily rate of pay for certificated substitutes approved by the Board of Education of the Bakersfield City School District.

///

///

1 **5.2.3** If a unit member does not utilize the full amount of leave as authorized in Section  
2 5.2.1 above, in any school year, the amount not utilized shall be accumulated from year  
3 to year.

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

8 **5.2.3.2** Unit members serving less than a school year shall be deducted one day's salary  
9 for each day of sick leave taken in excess of school months, or portion thereof, served  
10 after expiration of accumulated sick leave.

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

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

16 **5.2.4** After three consecutive absences or the District has reason to believe that there is an  
17 abuse of leave, misuse of leave, or a pattern of absences or excessive absences, a unit  
18 member shall be required, upon request by District management, to verify and/or to present  
19 a medical doctor's or Christian Science practitioner's certificate, at District expense,  
20 verifying the personal illness or injury and/or medical clearance to return to work with or  
21 without reasonable accommodation(s). If a medical doctor's or Christian Science  
22 practitioner's certification is required the District shall bear the cost of this certification that  
23 is in excess of the unit member's health insurance coverage.

24 ///

25 ///

26 ///

27 ///

28 ///

The District may make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury to the extent permitted by law, and to report such findings to the Assistant Superintendent of Human Resources, or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Assistant Superintendent of Human Resources, or designee, after notice to the unit member, may refuse to grant such leave. If requested by District management, a unit member shall not return to work until they submit a medical doctor's or Christian Science practitioner's clearance to return to work with or without reasonable accommodation(s).

**5.2.5** Unit members in a position requiring a substitute teacher shall give reasonable notice by contacting the automated substitute calling system when there is a need to be absent. Unit members in a position not requiring a substitute teacher shall give reasonable notice by contacting the automated substitute calling system and, if requested, their immediate supervisor when there is a need to be absent. Reasonable notice shall be construed to be two (2) hours prior to the start of class session. Failure to provide reasonable notice as set forth in this Article shall constitute an untimely request and be grounds for denial of leave with pay, unless the failure was caused by an emergency.

**5.2.5.1 Requests for Substitutes**

All staff members should be notified of the procedures for requesting a substitute when absent from duty.

All requests for substitutes shall be submitted through the automated substitute calling system except for the procedures applicable to Personal Necessity Leave subsections (a) and/or (b). If the automated substitute calling system is not functioning, then the unit member shall contact the Principal or designee. The District will make every effort to assure that the automated substitute calling system is functioning as of the first day staff is required to be on duty for all sites.

///

///

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

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

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

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

### **5.3 Personal Necessity Leave**

**5.3.1** Leave which is credited under 5.2.1 of this Article may be used for purposes of personal necessity, provided that use of such necessity leave does not exceed seven (7) days in any school year. Personal Necessity Leave shall be deducted from the unit member's sick leave balance.

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

- a. death or serious illness of a member of the unit member's immediate family;
- b. an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family;
- c. or other personal necessities which are allowed at the discretion of the Assistant Superintendent of Human Resources, or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.

///

///



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

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

**5.4 Personal Business ("No Tell Days"):** A unit member may request to utilize three (3) of the seven (7) days provided above in cases of personal business, subject to the following conditions:

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

**5.4.2** Personal Business Days will not be granted to unit members for the purpose of extending a weekend, holiday, or vacation period. Personal Business Days shall be deducted from Personal Necessity Leave.

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

///

///

///

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

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

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

**5.5 Absence for Personal Leave**

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

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

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

///

///

///

///

///

1    **5.6     Absence for Personal Reasons**

2           Requests to be absent for personal reasons which are deemed to be necessary shall be  
3    made at least two (2) days in advance of the absence to the principal or department head, who  
4    shall refer the request on a "Request to be Absent" form to the Assistant Superintendent of  
5    Human Resources, or designee, who may approve or deny the request if the absence is for ten  
6    (10) days or less; if the requested absence is in excess of ten (10) days, it shall be presented  
7    by the Assistant Superintendent of Human Resources, or designee, to the Board of Education  
8    for such action as the Board may desire to take.

9           Absences for personal reasons shall be without salary.

10   **5.7     Bereavement Leave**

11   **5.7.1** A unit member shall be entitled to a maximum of five (5) days leave of absence  
12    without loss of salary on account of the death of any member of their immediate family. This  
13    absence shall be in addition to the unit member's sick leave allowance, as set forth in Section  
14    5.2.1.

15   **5.7.2** For purposes of this section, an immediate family member shall be limited to legally  
16    established mother, father, grandmother, grandfather, or a grandchild of the employee or of the  
17    spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or  
18    sister of the unit member, "step" relations of the above, or any relative living in the immediate  
19    household of the above, or any relative living in the immediate household of the unit member.

20   **5.7.3** Absence without loss of salary is allowed for three (3) days upon the death of a  
21    relative other than those named in the preceding paragraph or upon the death of a close  
22    friend. This absence shall not be in addition to the annual days allowed for sick leave and  
23    will be deducted from allowable accumulated sick leave.

24   **5.7.4** The District shall require the use of Bereavement Leave before Personal Necessity  
25    Leave days are used for purposes allowed in this section.

26    ///

27    ///

28    ///

**5.7.5** Leave taken under this subdivision shall be concluded within 90 days of the date of death. For leave taken under this subdivision after 90 days, unit members may submit a bereavement leave claim to Human Resources. If the Unit Member's request is denied, within five (5) days of the denial, the claim shall be reviewed by the catastrophic leave committee for acceptance or denial. Upon acceptance, the unit member shall be granted paid bereavement leave up to five (5) days or the remainder of bereavement leave not taken during the prior ninety (90) day period defined in this section. In the event of a claim denial by the catastrophic leave committee, a unit member may take up to five (5) days or the remainder of leave not taken during the prior ninety (90) day period defined in this section as unpaid bereavement leave.

**5.8 Leave for Pregnancy Disability**

Leave taken under this section shall run concurrently with and be counted against leave available under the Family Care and Medical Leave Act (FMLA) and the California Pregnancy Disability Leave ("PDL") law, excluding leave available under the California Family Rights Act (CFRA).

**5.8.1** Unit members are entitled to use sick leave and extended sick leave as set forth in Sections 5.2.1, 5.2.2, and 5.2.3 above when disabled due to pregnancy or a related medical condition, including miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses or disabilities.

The length of the disability leave under this section, including the dates on which the leave will begin and on which duties are to be resumed, shall be determined by the unit member and the unit member's health care provider. District management may require verification of the extent of disability.

///

///

///

///

///

**5.8.2** Unit members are entitled to leave without pay or other benefits when disabled due to pregnancy or a related medical condition, including miscarriage, childbirth, or recovery therefrom when sick leave and extended sick leave as set forth in Sections 5.2.1, 5.2.2, and 5.2.3 have been exhausted to the extent provided by law. The date on which the unit member must resume duties shall be determined by the unit member and the unit member's health care provider.

**5.8.3** A unit member on leave for pregnancy disability shall be entitled to return to the same or comparable position (i.e., same grade or subject) to that held at the time the leave began.

**5.9 Child Bonding Leave**

**5.9.1** A unit member may utilize available leave under the California Family Rights Act up to a maximum of twelve (12) weeks for the birth of the unit member's child, or for foster care placement or adoption of a child by the employee. The unit member will be eligible for only one such leave of absence per child; however, if a school year ends before the 12-week period is exhausted, the employee may take the balance of the 12 weeks in a subsequent school year. Child Bonding Leave pursuant to Education Code section 44977.5 shall run concurrently with bonding leave taken pursuant to the California Family Rights Act.

**5.9.2** A unit member must request child bonding leave as soon as practicable, but no less than thirty (30) days prior to the date the leave is to begin when the need for the leave is foreseeable. The request must include the dates the unit member wishes to begin and end the leave.

///

///

///

///

///

///

///

1 **5.9.3** A unit member must use any accrued or accumulated sick leave while on child  
2 bonding leave, whether or not the unit member is disabled due to pregnancy or a related  
3 medical condition, including miscarriage, childbirth, and recovery. After sick leave as  
4 provided in Sections 5.2.1 and 5.2.3 has been exhausted, the unit member shall be entitled to  
5 additional non-accumulated leave at differential pay for any of the remaining twelve (12)  
6 weeks available (Education Code 44977.5). The amount deducted for leave purposes from  
7 the unit member's salary shall be less than the unit member's salary and shall be the amount  
8 actually paid a substitute employed to fill the position during the leave, or if no substitute is  
9 employed, the amount which would have been paid to a substitute to fill the position; in either  
10 event, the compensation a unit member shall receive shall be no less than fifty percent (50%)  
11 of their regular salary for the remaining portion of the 12-week period of parental leave. The  
12 school district shall make every reasonable effort to secure the services of a substitute  
13 employee.

14 **5.9.4** Health insurance benefit contributions will be made during the child bonding  
15 leave as provided by applicable provisions of California or Federal law and regulations.

16 **5.9.5 Child Bearing Preparation and Child Rearing Leave**

17 **5.9.5.1** Leave without pay or other benefits may be granted to a unit member for child  
18 bearing preparation and for child rearing.

19 **5.9.5.2** The unit member must request leave under this section as soon as practicable, but  
20 under no circumstances less than twenty (20) work-days prior to the date on which the leave  
21 is to begin. The request must be in writing and include the dates the unit member wishes to  
22 begin and end the leave without pay.

23 **5.9.5.3** Determination as to the date on which the leave shall begin and the duration of the  
24 leave shall be made at the discretion of the Assistant Superintendent of Human Resources, or  
25 designee, after consideration of the District's scheduling and absence coverage issues.

26 ///

27 ///

28 ///

**5.9.5.4** The duration of any leave under this section shall be no more than twelve (12) consecutive months., and shall run concurrently with and be counted against leave available under the Family Care and Medical Leave Act and/or the California Family Rights Act. The leave of absence may be extended for good reason to cover a total time of two (2) calendar years.

**5.9.5.5** No diminution of employment status shall result from child bearing or child rearing leave except that a unit member shall not be entitled to compensation (other than as provided herein or by law), nor shall the time taken for child bearing or child rearing leave count toward credit for probationary unit members in earning tenure status.

**5.10 Industrial Accident Leave**

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

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

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

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

///

///

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

**5.11 Judicial Leave**

**5.11.1** Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. This unit member shall submit a copy of the jury summons for an approved absence no less than ten (10) days, or as soon as the unit member is notified of the call to jury duty or to appear as a witness, prior to the beginning date of the leave. Unit members shall not be required to submit any additional documentation except in cases of suspected fraud.

**5.11.2** The unit member, while serving jury duty, will receive pay in the amount of their regular earnings. The unit member shall have two (2) pay periods to return any jury duty fees received, excluding mileage allowance. If the unit member does not return the jury duty fees to the District within two (2) pay periods, the District shall deduct the jury duty fees from the third pay warrant.

**5.11.3** When a unit member other than the plaintiff is necessarily absent because of their appearance in court in response to a subpoena duly served, the amount deducted from their salary on account of such absence shall not exceed the sum which they receive because of the subpoena.

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

///

///



**5.12 Illness in Family**

**5.12.1** Pursuant to Section 5.2.1 and Section 5.2.3, but exclusive of the provisions of Section 5.2.2, personal illness and injury leave may be utilized for the illness of a mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, "step" relations of the above, or any relative living in the immediate household of the above, or any relative living in the immediate household of the unit member.

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

**5.13 Other Leave Provisions**

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

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

///

///

///

///

///

1 **5.13.3 Expiration of Leave of Absence**

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

10 Except for unit members on leave of absence for illness of Seventy-Four Percent  
11 (74%) or less of duty days for one (1) school year, as noted above in this section, unit members  
12 returning from a leave of absence shall be assigned on the basis of a voluntary transferee for  
13 the beginning of the school year assignments, except that such unit members must accept an  
14 available assignment for which they are qualified. Other provisions of this section apply upon  
15 the expiration of a leave of absence during the school year.

16 **5.13.4** Failure to report for duty at the expiration of a leave of absence shall be  
17 considered sufficient cause for dismissal.

18 **5.13.5 Medical Benefits During Leave**

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

22 **5.13.5.1** Placement of a BETA unit member on the 39-month re-employment list  
23 pursuant to Education Code Section 44978.1 ("39-month re-employment list") does not  
24 constitute a "leave of absence." Consequently, Section 5.13.5 is inapplicable to  
25 individuals placed on a 39-month re-employment list.

26 ///

27 ///

28 ///

1 **5.13.5.2** When a unit member retires, terminates, or begins an approved leave of absence for  
2 which there is no requirement in the collective bargaining agreement for an extension of  
3 benefits beyond the eligibility period defined herein. Benefits from the district-paid fringe  
4 benefit plan, including medical, dental, vision, life, cancer, and behavioral health care, for  
5 which the unit member is eligible and enrolled, shall continue only until the last calendar day  
6 of the month in which the termination date occurs or the approved leave of absence begins.

7 **5.13.5.3** The sole exception to the foregoing as described in 5.13.5.2 applies to unit  
8 members paid on an eleven (11) month basis whose termination date is on or after the  
9 final duty day of the school year. Such unit member(s) will have an extension of  
10 benefit(s) ending August 31 of the calendar year in which the termination occurs.

11 **5.13.6 Leave of Absence — No Break in Service**

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

14 **5.13.7** The applications for and granting of such leaves of absence shall be in writing. In  
15 addition, a unit member on such leave shall notify the Assistant Superintendent of Human  
16 Resources, or designee, by April 15 as to an intent to return to employment in the District for  
17 the following school year. Failure to so notify will be considered an abandonment of  
18 position.

19 **5.14 Military Leave**

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

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

26 ///

27 ///

28 ///

1 **5.15 Application of Accumulated Sick Leave to Unit Member's Retirement**

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

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

12 **5.16 State Teachers' Retirement System (STRS) Disability Allowance Leave**

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

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

20 **5.17 DONATION OF SICK LEAVE FOR CATASTROPHIC ILLNESS**

21 **5.17.1** The District shall establish a catastrophic illness sick leave bank to which eligible  
22 unit members may donate earned and unused sick leave. This donation shall be  
23 irrevocable and shall be accomplished by the unit member completing a written form  
24 entitled "Catastrophic Illness Sick Leave Bank Donation Form." The form shall clearly  
25 state that the sick leave days being donated are irrevocably given to the Catastrophic  
26 Illness Leave Bank, and cannot be rescinded for any reason whatsoever. A donation to  
27 the Catastrophic Illness Leave Bank shall be a general donation and shall not be donated  
28 to a specific employee for their exclusive use.

**5.17.2** "Catastrophic illness" or "injury" shall be defined as an illness or injury that is expected to incapacitate an employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave.

**5.17.3 Governing Committee**

**5.17.3.1** The Governing Committee shall be composed of five members:

**1.** Three bargaining unit members chosen by BETA;

**2.** Two administrators chosen by the District.

**5.17.3.2** The duties of the Governing Committee shall include the following:

**1.** To approve requests for withdrawal from the sick leave bank consistent with the terms and conditions set forth in this section;

**2.** To make any additionally necessary governing decisions relative to the operation of the sick bank consistent with this section.

**5.17.3.3** Governing decisions will be made by consensus, where possible. Where a consensus decision cannot be reached, the governing decisions will be made on the basis of four votes or more.

**5.17.4 Qualifications to Make Donations**

A unit member must meet the following qualifications in order to make an irrevocable donation to the catastrophic illness leave bank:

**1.** The unit member must be a certificated employee of the District per Article 1.

**2.** The unit member must have an accumulated sick leave balance of at least ten (10) days at the start of the school year in which the donation is to be made.

///

///

///

///

**5.17.5 Qualifications to Participate**

An eligible unit member wishing to participate in the catastrophic illness bank must donate a minimum of one (1) day of sick leave to the bank every three years. A unit member may not donate more than twenty-five percent (25%) of their accumulated sick leave in any one school year.

**5.17.6 Maximum Number of Days in Sick Leave Bank**

**5.17.6.1** The maximum number of days which may be accumulated in the sick leave bank is two thousand (2,000) days.

**5.17.6.2** Any days remaining in the sick leave bank at the end of the school year will be credited to the sick leave bank for the next school year not to exceed two thousand (2,000) days.

**5.17.7 Qualifications of Recipient**

**1.** Any unit member who meets the definition of catastrophic illness or injury provided in 5.17.2 above is eligible to apply for use of sick leave days in the catastrophic illness leave bank.

**2.** To be eligible for use of sick leave bank days the unit member must have exhausted all available accrued full paid sick leave. Upon exhaustion of all available full paid sick leave, eligible unit members may use catastrophic leave and then, upon exhaustion of catastrophic leave, utilize differential pay.

**3.** A unit member must use all paid leave credits that they continue to accrue on a yearly basis before receiving sick leave days which have been donated to the catastrophic illness leave bank.

**4.** The maximum number of days to be utilized by one unit member for a single catastrophic illness shall not exceed fifty (50) days or fifty percent (50%) of the total available leave bank, whichever is less.

///

///

///

1 5. Any unit member requesting use of sick leave days in the catastrophic illness leave  
2 bank must provide the Governing Committee with written verification of the catastrophic  
3 illness certifying they meet the definition of "catastrophic illness or injury" set forth in  
4 5.17.2. Such verification must be prepared in writing by a licensed physician of the State  
5 of California. The Governing Committee may require the unit member who is  
6 incapacitated to undergo an examination by a physician selected from a list supplied by  
7 the District, at the District's expense, to verify the injury or illness, the degree of  
8 disability, and the anticipated length of disability.

9 5.17.8 Recipients of sick bank days shall receive those days in the form of their regular  
10 salary; the cost of a substitute, if employed, shall not be deducted from the sick leave.  
11 Leave granted under this provision shall not preclude the District from designating such  
12 leave as FMLA/CFRA qualifying or as otherwise permitted by law.

13 5.17.9 Procedure

14 1. Annual solicitation for the catastrophic illness leave bank shall be solicited by the  
15 BCSD/BETA during the months of September, October and November of each school  
16 year. The Governing Committee shall develop all forms which are to be used by  
17 BCSD/BETA for purposes of solicitation. All donation forms must be received by the  
18 Payroll Office of the District no later than the last working day in December of each  
19 school year.

20 2. Unit members hired after the solicitation window of September through November of  
21 the school year may make a donation of sick leave within thirty (30) days of employment.

22 3. All requests for use of accumulated sick leave hours in the catastrophic illness bank  
23 shall be presented in writing to the District, which shall forward that request to the  
24 Governing Committee. The Governing Committee shall provide the unit member with a  
25 copy of this contract provision. It shall be the responsibility of the unit member to satisfy  
26 all conditions of eligibility.

27 ///

28 End of Article 5: Leave Provisions

**Article 6: CLASS SIZE**

**6.1** Whenever administratively practicable, and whenever the District's financial resources allow, and whenever the facilities are available, the District will maintain the following school-site average classroom, student to teacher ratios:

**a.** Transitional Kindergarten to Third Grade (TK-3): twenty-four to one (24:1);

**b.** Fourth to Eighth Grade (4-8): twenty-nine to one (29:1).

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

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

**End of Article 6: Class Size**



**Article 7: EVALUATIONS**

**7.1** District management shall evaluate all unit members pursuant to the following provisions:

**a.** All unit members not in permanent status or who received three or more ratings other than, "meets standards," or, "progressing towards," on their last evaluation on file shall be evaluated annually.

**b.** All unit members in permanent status and for whom "a" above does not apply shall be evaluated no less than once every other year.

**c.** Effective for the 2010-11 duty year and thereafter, in conformity with Education Code 44664, unless revoked at any time by the evaluator, or evaluatee or the evaluatee is assigned at any time to a different evaluator.

A unit member employed by the District for not less than ten consecutive years; and who is classified and recorded as a "highly qualified teacher" by Human Resources in accordance with No Child Left Behind Act requirements; and for whom "B" above applies; and by the written mutual agreement of such unit member and immediate supervisor; may be evaluated at least once every five (5) years.

Notwithstanding any other provision of the Collective Bargaining Agreement no violation or alleged violation of this section shall delay, modify, or invalidate the District's right to evaluate any unit member.

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

///

///

///

///

///

1    **7.3    Procedure**

2    **7.3.1** No later than October 15th of the school year in which the evaluation is to take  
3    place, the evaluator and the evaluatee shall meet and cooperatively develop the elements  
4    upon which evaluation is to be based. If the evaluator and evaluatee cannot agree to the  
5    elements of the evaluation, the differences will then be submitted to an administrator,  
6    selected by the evaluatee from a list of five (5) administrators supplied by the  
7    Superintendent. Such administrator will then resolve the differences.

8    **7.3.2** The evaluatee shall identify those conditions that affect the attainment of goals  
9    and/or objectives.

10   **7.3.3** One (1) preliminary review conference will be held **prior to December 15th** at  
11   which time a summary evaluation will be discussed with the evaluator and the evaluatee.

12   **7.3.4** That portion of the evaluation which is based upon classroom performance will  
13   consist of at least one (1) observation lasting no less than fifteen (15) minutes, and shall  
14   be followed by an evaluation conference within a reasonable period, in which the  
15   evaluator and the evaluatee will review the observation(s).

16   **7.3.5** Hearsay statements shall be excluded from written evaluations.

17   **7.3.6** Evaluators and evaluatees should be assured that goals and/or objectives are  
18   SMART (Specific, Measurable, Attainable, Realistic and Time-bound) in nature and may  
19   have to be mutually revised and amended to conform to the needs of the children and staff  
20   as the school year progresses.

21   **7.3.7** Any certificated employee who receives a substantially negative comment on their  
22   evaluation relative to an observation shall, upon request, be entitled to a subsequent  
23   observation by the evaluator or by one of five (5) administrators from a list provided by  
24   the Superintendent or designee. The selection of the evaluator for this observation shall  
25   be at the discretion of the evaluatee from the above options within ten (10) days of  
26   receiving their evaluation.

27   ///

28   ///

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

**7.3.9** A final evaluation conference will be held no later than March 1st. The evaluator will present the written evaluation and discuss the matters with the unit member. The unit member must sign the evaluation signifying only that the unit member has read the document, and has been provided the opportunity of attaching a written response that will become a part of the permanent record. Should a unit member be out on leave or absent during this time, the deadline may be extended for an amount of time less than or equal to the amount of time the unit member was out/absent.

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

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

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

#### **7.4 Evaluation Committee**

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

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

///

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

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

**7.5 Public Charges**

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

**1.** to receive written notice of the complaint or verbal concern that may be referenced or included in an evaluation or disciplinary documentation from the District or site administrator, and a copy of the complaint within fifteen (15) working days after receipt by the District of the complaint, but also within ninety (90) calendar days after the event which gave rise to the complaint; this provision shall not be interpreted to preclude the District from referencing prior oral complaints if part of an overall or continuing course of conduct;

**2.** Should the site administrator or affected unit member believe that a meeting with the complainant would help to resolve the problem, the administrator will attempt to set up a meeting involving administration, the unit member and the complainant.

**3.** to respond orally or in writing to any accusation; and

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

///

///

///

///

///

5. The existence of this article does not limit the District's discretion or ability to utilize administrative disciplinary procedures where the conduct in question warrants disciplinary action. No unit member shall be subject to discipline without first being provided an opportunity to respond orally or in writing to allegations of misconduct. The District shall remove and destroy all material determined by the District to be false and untrue.

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

1. Otherwise instructed by child protective agencies, or law enforcement;

2. It would violate State or Federal law;

3. It would violate privacy rights guaranteed under State or Federal law;

4. It would interfere with an ongoing investigation by law enforcement and/or child protective agencies.

7.5.3 Unit members placed on Paid Administrative Leave will receive a written notification of such leave to include a brief description of the incident/concern.

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

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

Notwithstanding Article 13, Section 13.3, Article 7, Sections 7.1(A) and 7.5.1 automatic reopeners for 2019-20 negotiations.

///

///

///

///

**7.6 Personnel Files**

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

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

A unit member may have an Association representative present when they inspect their personnel file or may authorize in writing an Association representative to review their files.

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

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

///

///

///

///

///

///

///

**End of Article 7: Evaluations**

**Article 8: TRANSFERS AND REASSIGNMENTS**

**8.1** Sections 8.2 - 8.12.4; 8.17- 8.18 apply to classroom teachers in grades Pre-Kindergarten (Pre-K), Transitional Kindergarten (TK), Kindergarten (K), and K-8. Special Education unit members are addressed in sections 8.5.1, 8.7, 8.8.2, 8.10.1, 8.12.2, 8.12.4, and 8.13 – 8.15; all other unit members are addressed in sections 8.5.1, 8.7, 8.8.2, 8.10.1 and 8.16.

**8.2 Transfers**

**8.2.1** A transfer is the relocation of a classroom teacher from one school to another school. Transfers are made so as to best meet the needs of the school district and may be requested by the classroom teacher or by the immediate supervisor.

Recommended transfers of classroom teachers shall be submitted to the Superintendent by the Assistant Superintendent of Human Resources. All transfers of classroom teachers are subject to the review and approval of the Superintendent.

There are two classes of transfer, voluntary and involuntary. The District may transfer a classroom teacher at any time.

**8.2.2** A current list of open certificated positions shall be maintained by Human Resources. The positions shall include the job title, and to the extent possible, section/subject/grade, school site, salary range, and closing date to be published weekly in the District \*TAB. In months when the District TAB is not produced, the same list of open certificated positions will be provided to unit members via their District e-mail.

*\* The Advisory Bulletin*

**8.2.3** Each school year, the District shall provide each school site, for unit member use, and the BETA office with a current copy of the District Seniority List and Pre-K Seniority List by March 1.

///

///

///

///

**8.3 Transfers by Seniority**

**8.3.1** If more than one (1) unit member, meeting the qualifications of Section 8.5.1 of this Article, applies for a vacancy, seniority within the school district shall be the controlling factor in determining which unit member shall be transferred to fill the vacancy pursuant to the provisions of section 8.6.

**8.3.2** For purposes of 8.3.1 only, the top three qualified and most senior applicants shall be deemed to have the same seniority date; permanent unit members shall be deemed to have seniority over probationary unit members.

**8.4 Voluntary Transfer**

**8.4.1** A classroom teacher may apply for a voluntary transfer at any time. Only by mutual agreement of the District and the classroom teacher requesting the transfer may such transfer be effected within the same school year. In all other circumstances a voluntary transfer request approved by the District shall be effective the following school year.

**8.4.2** Notwithstanding any other provision of this Agreement, the rejection of a unit member's request for immediate transfer shall not be subject to the grievance procedure. Voluntary transfers shall be approved for classroom teachers not more than once in each three-year period.

**8.4.2.1 Focus School Initiative Exception**

Teachers wishing to voluntarily transfer out of a District Identified Focus School staff shall be allowed an exception to the three-year period.

**8.4.3** A voluntary transfer request shall be filed directly by the classroom teacher with Human Resources on the Human Resources transfer form. It is the classroom teacher's sole responsibility to correctly and completely provide any and all information on the transfer request form. Any failure to do so may result in the rejection of the form.

///

///

///

///



**8.4.4** If the classroom teacher requests that their request for transfer be kept confidential, the principal at their school will not be notified by Human Resources until an offer for transfer has been made; and the matter will be treated as confidentially as practicable.

**8.5 Qualifications**

**8.5.1** A request for transfer will not be granted if the classroom teacher does not qualify for the requested vacant position. In general, a classroom teacher will be considered qualified for a particular vacant position only if they hold the required California credential; meets the qualifications specified in the adopted position description; meets all requirements indicated for the position as determined by the appropriate administrator; and meets all other requirements of both State and Federal governments.

**8.5.2** A request for transfer shall be maintained on file until October 1<sup>st</sup> of the school year following the school year in which it was filed.

**8.5.3** Except for classroom teachers subject to an involuntary transfer for the ensuing school year, voluntary transfer requests for classroom teacher positions in junior high or middle schools and for any position requiring bilingual certification must be received in Human Resources not later than April 1<sup>st</sup> to be considered for the ensuing school year.

**8.6 Voluntary Transfers to Schools Ranked in Deciles 1-3/District Focus Schools**

Notwithstanding any other provision of this Agreement, in accordance with Education Code section 35036, a classroom teacher who requests a voluntary transfer to a school that is ranked in deciles 1-3 inclusive, or a District Identified Focus School shall not be transferred to that school if the principal of the school refuses to accept the transfer.

///

///

///

///

///

///

///



District



BETA

Classroom teachers requesting a voluntary transfer, to one of the District deciles 1-3 or a District Identified Focus School, may, upon request, receive an interview with the principal of the requested school. If the teacher granted such transfer-based interview so requests, or if the principal chooses, a classroom teacher(s) assigned to the requested site, chosen by the principal, shall also participate in the interview process. The local teacher participating in the interview shall be from the same grade level or within one grade level as the classroom teacher requesting a transfer or, for junior high or middle schools, from the same department as the requesting classroom teacher.

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

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

## **8.7 Involuntary Transfer**

### **8.7.1 Administrative Transfer**

No classroom teacher shall be transferred without justifiable reason in fact and supported by a reasonable interpretation of the Policies and Procedures of the District and/or Education Code and/or pertinent State and Federal laws. Transfers shall not be used to punish or discipline classroom teachers.

**8.7.2** Before any district initiated transfer is effected the classroom teacher must be advised through personal interview and in writing by the administrator making the request for transfer stating that an administrative transfer is being recommended and the reasons therefore.

///

1 **8.7.3** Upon request an opportunity will be provided for the classroom teacher to meet  
2 with the Assistant Superintendent of Human Resources or designee to discuss the  
3 proposed transfer. The classroom teacher shall have the right to representation of their  
4 choice at such meeting when providing a written authorization.

5 **8.7.4** Classroom teachers subject to administrative transfer effective for the following  
6 school year shall be so notified by March 15<sup>th</sup>.

7 **8.7.5** When administrative transfers are made during the school year, the classroom  
8 teacher administratively transferred shall have the same rights as a classroom teacher  
9 administratively transferred for the ensuing school year.

10 **8.7.6** The current list of vacancies will be provided to any classroom teacher subject to  
11 an administrative transfer. Such classroom teacher shall have the right to choose from  
12 among those vacancies for which they are qualified pursuant to section 8.5.1 of the  
13 collective bargaining agreement, provided that qualified classroom teachers with higher  
14 District seniority shall have first choice according to the provisions of this article.

15 **8.8 Involuntary Transfers due to Reduction of Staff**  
16 **(exclusive of layoffs pursuant to the Education Code)**

17 **8.8.1 Special Subject Classroom Teachers**

18 In the reduction of classroom teachers of a particular subject area within a junior  
19 high or middle school the special subject teacher assigned to the subject area at the junior  
20 high school with the least District seniority shall:

21 **a.** be assigned to another subject area vacancy in that junior high/middle school for which  
22 the transferee is credentialed to teach;

23 **b.** if no vacancy exists at that junior high/middle school for which the transferee is  
24 qualified pursuant to section 8.5.1, the transferee shall have the right to be placed in the  
25 position in that junior high/middle school of the least senior unit member for whom the  
26 transferee has credential authorization. In such case the least senior unit member is  
27 declared surplus and is subject to involuntary transfer;

28 ///

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

d. if no vacancy exists in subject areas of credential authorization, such transferee shall have the right to displace the least senior classroom teacher in a special subject area for which the transferee is credentialed, and the unit member displaced thereby shall go on the surplus list for placement in a vacancy for which they are credentialed.

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

**8.9 Involuntary Transfer due to Reduced Staffing requirements for classroom teachers in positions requiring Multiple Subject Credentials (exclusive of layoffs pursuant to the Education Code)**

**8.9.1** In cases of involuntary transfer due to reduced staffing requirements, the classroom teacher in the identified administrative unit with the least District seniority will be designated as the involuntary transferee unless a volunteer in that administrative unit is identified. The involuntary transferee will be given a list of available positions and allowed to apply for their choice of vacancies for which the classroom teacher is qualified pursuant to section 8.5.1.

**8.9.2** If no vacancy is available the provisions of 8.8.2 shall apply.

**8.10 Involuntary Transfer Procedures for Classroom Teachers related to School Closures, and Discontinued Services –The Surplus Process**

**8.10.1** Classroom teachers who lose their positions because of school closures, discontinuance of particular kinds of service, or because of reduced staffing requirements shall have first preference for vacancies over all other involuntary and voluntary transfers, except as specified in Sections 8.10.2 and 8.11 below.

1 **8.10.2** Classroom teachers who are unassigned for the following school year pursuant to  
2 Sections 8.7 or 8.10, shall be transferred as follows:

3 **a.** A list of vacancies shall be determined and available to unit members via the TAB on  
4 the first available TAB after the regularly scheduled March Board meeting.

5 **b.** On the first duty day after April 1 (Spring Surplus) such classroom teachers shall be  
6 invited to a meeting at the Education Center, as soon as practicable after students are  
7 dismissed for the day, to select a position for the following year. In the event that routine  
8 changes in principal assignments for the following year are not announced prior to April  
9 1, the selection process shall be delayed until the third duty day following the public  
10 announcement.

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

14 **8.11 Notice to Association of Layoffs Pursuant to the Education Code**

15 In the event of a layoff pursuant to the Education Code, by March 15<sup>th</sup> or other  
16 applicable deadline for issuing preliminary notices of layoff, the District will provide the  
17 Association with a copy of the Board-approved resolution(s) identifying the basis or bases  
18 for the layoff and the full-time equivalent to be reduced. The District shall also provide  
19 the Association with a copy of the Board-approved seniority list.

20 The District will notify the Association of any formal recommendation to the Board  
21 regarding a proposed layoff prior to the recommendation being presented to the Board.

22 The District shall also provide the Association with a list of employees subject to  
23 final notices of termination before May 15<sup>th</sup>, or other applicable deadline for issuing final  
24 notices of termination due to layoff.

25 If the District, as a result of layoffs, must transfer or reassign unit members in  
26 order to insure the retention of unit members to render any service which their seniority  
27 and qualifications entitle them to render, then such transfers or reassignments shall take  
28 precedence over all other transfer provisions of this Article.

Laid off unit members who are not reinstated and who have not obtained alternative employment by September 1<sup>st</sup> of the first fiscal year the layoff is effectuated may continue to receive health and welfare benefits at same level they received benefits at the time of layoff until October 1<sup>st</sup> of the same year. (i.e., an additional 30 days).

This Article satisfies the District's obligation to meet and negotiate over the effects of layoffs for all occurrences of layoff.

**8.12 Miscellaneous Provisions**

**8.12.1** Notwithstanding any other provision of this article, the provisions in Article 8 shall not be applied in a manner that violates any state or federal law or regulation.

**8.12.2** Notwithstanding any other provision of the collective bargaining agreement, not including classroom teachers in other than permanent status or special education teachers, each school year up to two classroom teachers with the greatest District seniority and up to one other classroom teacher, as determined by the principal, assigned to each school which is in year two or more of Program Improvement, pursuant to applicable State and/or Federal regulations, who submit a letter of request to the Assistant Superintendent of Human Resources, or designee, not later than the day after a list of vacancies is posted on the TAB per section 8.10.2, may with the written approval of the Assistant Superintendent of Human Resources, or designee, transfer from such school with the same rights as a classroom teacher subject to an administrative transfer. Once the transfer request is submitted, the unit member receiving such approval may not rescind the transfer request, and may not effect a subsequent return to the school from which transferred within a period of three (3) calendar years.

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

///

///

**8.12.4** A classroom teacher who relocates to a different school during the school year due to a voluntary or involuntary transfer shall be given, upon request, one (1) day of released time, one (1) day with a substitute for their existing assignment, and one (1) day with classroom teacher whose assignment they are filling in order to prepare for the new assignment. Such unit member may request, and shall be given, custodial and/or maintenance help in moving instructional materials from their current place of assignment to the new assignment.

**8.13 Special Education Unit Members**

**8.13.1** For purposes related to the assignment, reassignment and relocation of special education unit members to school sites or departments, all special education unit members are assigned to the Department of Special Education. Relocations of Special Education unit members to school sites or departments shall be considered a reassignment and shall be determined by the Human Resources department in consultation with appropriate personnel.

**8.13.2** Notwithstanding any other provision of the agreement, a special education classroom teacher in permanent status may at any time submit a written request to Human Resources for transfer or reassignment as a special education teacher to another site and/or in another special education or general education instructional area in which such teacher is credentialed and deemed qualified to serve by Human Resources in consultation with appropriate personnel pursuant to section 8.5.

Such written transfer requests received in Human Resources shall be valid for the school year in which it was filed through October 1 of the subsequent school year and will be considered by Human Resources in consultation with appropriate personnel in descending order of District seniority before any such requested new or vacant position is filled by a new hire(s).

///

///

///

**8.14 Speech and Language Pathologists—Assignment**

**8.14.1** Notwithstanding any other provision of the Collective Bargaining Agreement:

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

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

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

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

**8.15 Special Education unit members subject to surplus status**

All special education unit members who are surplus from their assigned position and cannot be reassigned to another special education position for which they are credentialed and qualified to serve pursuant to section 8.5.1 shall be subject to an involuntary transfer pursuant to section 8.10.1; to select a position as a classroom teacher for which they are qualified pursuant to section 8.5.1; or if no positions are available are subject to the provisions of section 8.8.2.

///



**8.16 All other unit members**

**8.16.1** All other unit members wishing to relocate to another school or department within the same job classification may consult the Human Resources website to learn of available open positions and submit an application. All such applications received by Human Resources completed as required and submitted by the deadline shall receive consideration by the appropriate administrator.

**8.16.2** All other unit members who are surplus from their assigned position shall be subject to an involuntary transfer pursuant to section 8.10.1 to select a position as a classroom teacher for which they are qualified pursuant to section 8.5.1; or if no positions are available are subject to the provisions of section 8.8.2.

**8.17 Reassignments**

**8.17.1** Reassignments at a particular school site are the responsibility of the building principal. Such reassignments shall not be made in a manner that is arbitrary or capricious. No unit member shall be moved more than three grade levels in any reassignment without the affected unit member's consent. In making reassignments (changes from current assignment) to grade levels and/or subject areas, the principal shall give consideration to the following:

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

Every attempt will be made to minimize consecutive reassignments for unit members. No unit member shall be reassigned more than two times in a three-year period, without the approval of the unit member.

///

///

///

1 **8.17.2** When grade combination classes are formed and there are no volunteers for the  
2 combination class, and it cannot be listed as a vacancy to which an incoming teacher to  
3 the school can be assigned, then the principal shall make a reassignment of a teacher in  
4 the two (2) grades involved on the basis of rotation, with the teacher being reassigned  
5 who has not been assigned to a combination class for the longest period of time.

6 No classroom teacher may be assigned to a combination class during their initial  
7 year as a classroom teacher including all previous teaching assignments for other  
8 employers.

9 **8.17.3** In the event that a teacher is subject to a reassignment to a combination class, as  
10 cited above, in two (2) different combinations; i.e., a 2-3 and a 3-4, then the teacher in the  
11 grade involved (Grade 3) who has not been assigned to a combination class for the longest  
12 period of time shall have the choice of the two (2) combinations for reassignment, unless  
13 a teacher in the adjacent grade whose turn it is to take a combination class has not had a  
14 combination class for a longer period of time opts to take one (1) of the combination  
15 classes; i.e., the 2-3 in the example above, leaving only the 3-4 class for the third grade  
16 teacher.

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

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

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

**8.17.4** If more than one (1) unit member at a site applies for the same vacant or new position at that site and each applicant is qualified (In general, a unit member will be considered qualified for the vacancy or new position only if they hold the required California credential, meets the qualifications specified in the adopted position description and meets all special requirements indicated for the vacancy or new position as determined by the appropriate administrator, and does not violate any state or federal law or regulation, then the unit member with the greatest seniority shall receive the reassignment. (Note: Section 8.17.3 does not interfere with the principal's right to involuntarily reassign a staff member pursuant to Section 8.17.1).

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

**8.18 Assignment to Kindergarten Classrooms**

**DEFINITION**

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

After determining the allocation of classes for the next school year, pursuant to Article 6; and the assignment of classroom teachers pursuant to section 8.17.1, the principal or designee shall use the following procedure in making assignments of Kindergarten teachers to AM/PM classes and self-contained K classes, if any:

**1.** The Kindergarten/First (K/1) combination class (if any) shall be assigned pursuant to Section 8.17.2.

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

Kindergarten positions available after the process described in two (2.) above, may be filled by unit members in other levels pursuant to Sections 8.17.1 and 8.17.3.

**8.18.1 Formation of a Kindergarten or K/1 Class after Start of School Year**

If a K/1 class is formed after the start of the school year because of increased Kindergarten enrollment, and an additional teacher is warranted pursuant to Article 6, then the K/1 position will be filled pursuant to 8.18. If an additional teacher is not warranted and the K/1 position is to be filled pursuant to Section 8.17.2 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 8.17.1.

**8.18.2** 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 8.17.2 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.

**8.18.3** If all Kindergarten teachers at a school were in an A.M./P.M. rotation prior to the assignment of a Kindergarten teacher pursuant to Section 8.17.2 to a K/1 classroom, then the Kindergarten teacher remaining in the Kindergarten classroom vacated by the newly assigned K/1 teacher shall have the option to move from P.M. to A.M. or A.M. to P.M., if administratively practicable.

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

///

///

**8.19 Assignment to Transitional Kindergarten Classrooms**

Pursuant to the Budget Act of 2014 and EC48000(g), after July 1, 2015, new Transitional Kindergarten (TK) teachers are required to have at least one credential by the Commission on Teacher Credentialing (CTC); and by August, 2020, have one of the following: 1) twenty-four (24) semester units in early childhood education or child development or both; 2) professional experience in a classroom setting with preschool-age children that is comparable to the twenty-four (24) units of education, as determined by the Local Education Agency (LEA); or 3) a child development permit issued by the CTC.

**8.20 Procedure for Staffing Newly Constructed Schools**

The following procedure shall be followed when staffing newly constructed schools within the District:

**1.** Prior to the application process, the newly assigned principal will be announced.

**2.** Instructions for the teacher application process will be distributed to each unit member along with a listing of the available classroom teaching positions.

**3.** A classroom teacher will be considered qualified for a particular vacant position pursuant to 8.5.1.

**4.** Bargaining unit members who are potentially deemed surplus due to reduction of student populations at school sites pursuant to 8.8 and 8.9 shall have the same rights as any other unit member to apply for positions at newly constructed school sites. Following the selection process 8.8 and 8.9 shall be reapplied to determine staff deemed surplus.

**5.** In order to ensure an equitable distribution of teaching positions within the bargaining unit, the newly assigned principal shall select from the pool of qualified applicants at least forty percent (40%) of classroom teachers from unit members with at least fifteen (15) years of seniority, thirty percent (30%) of classroom teachers from unit members with at least seven (7) but not greater than fourteen (14) years of seniority, and thirty percent (30%) of classroom teachers from unit members below seven (7) years of seniority.

///

For the purposes of this section years of seniority determination will be based on current step placement, according to the teacher salary schedule, of the association member at the time of application.

6. Bargaining unit members who apply for a newly constructed school position will be notified by the District on the disposition of their application by a deadline set by the District. Dispositions shall be considered, "accepted," "denied," or "pending."

7. No more than twenty percent (20%) of the teaching staff of any school in the District may be selected for positions at a newly constructed school unless expressly approved by the District.

8. In the event that all internal applications are exhausted the District is free to consider qualified outside applicants.

9. Special Education teaching positions shall be filled pursuant to 8.13.

10. All other bargaining unit positions shall be treated as promotional positions and are subject to the Department of Human Resources current process for filling said positions.

11. Article 8.19 shall only apply to the initial staffing for the first year of a newly constructed school.

///

///

///

///

///

///

///

///

///

///

///

**End of Article 8: Transfers and Reassignments**

**ARTICLE 9: SAFETY CONDITIONS OF EMPLOYMENT**

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

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

**9.1.3** All complaints regarding injurious health or safety conditions shall be reported in writing, using the Notice of Unsafe Condition provided in Appendix H, by the unit member to the District Safety Officer (Office of Assistant Superintendent, Business Services), designee, or immediate supervisor as soon as reasonably practicable. The District Safety Officer, designee, or immediate supervisor shall investigate the complaint and make a preliminary written report and recommendation to the Superintendent or designee within three (3) workdays of receipt of the complaint. The complaining party shall receive a copy of such report.

**9.1.4** In the event it is determined that an injurious health or safety condition exists, the District shall take prompt and appropriate action to correct the condition. In the event a unit member must be relocated as a result of the condition, the unit member will be moved by the District as provided in Article 8, Section 8.12.4. The affected unit member will have the right of first refusal to return to the original site after the condition is corrected, space becomes available, or a vacant position opens.

**9.1.5** Prior to the first day of instruction, a copy of the current school safety plan shall be made available to every unit member. Unit members shall maintain any information received pursuant to the provision in confidence for the limited purpose for which it provided and shall not further disseminate it.

///

///

1 **9.1.6** An administrator or their designated representative shall be present at and/or  
2 available to each building site during school office hours to render timely assistance in  
3 the event of an emergency. A unit member, other than a unit member in a stipend position  
4 such as an APL (Academic Program Leader), has the right to refuse the designation. The  
5 staff shall be notified who is the designated representative by a posting in a prominent  
6 location and email.

7 **9.2 Inclement Weather Procedure**

8 On days when school opening is delayed because of inclement weather conditions,  
9 school will dismiss at regular time insofar as current legislation and case law permit.  
10 "Inclement weather" shall refer to and mean fog, rain, heat and/or air quality conditions  
11 resulting in a school opening delay or school closure.

12 The Principal or designee shall determine whether to implement inclement weather  
13 procedures in accordance with BCSD Board Policy and Administrative Regulation 603.17,  
14 and shall not rely exclusively on forecast temperatures and air quality to determine whether  
15 an inclement weather schedule should be implemented.

16 **Staff Duty Provisions**

17 **9.2.1** Procedure when maintaining one hundred eighty (180) days of school or more:

18 **a.** On a delayed opening of school all unit members shall report on the regular schedule.  
19 If, after the two hour delay, school is to be closed, all personnel shall remain on duty for  
20 the remainder of the day; and

21 **b.** When schools are closed because of inclement weather conditions with no delayed  
22 opening, all unit members shall report on the regular schedule.

23 **9.2.2** Procedure when closure due to inclement weather condition drops number of days  
24 below one hundred eighty (180):

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



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

**9.2.2.1** During inclement weather schedules, unit members shall:

**a.** Be entitled to a physical relief break free of student supervision consistent with Article 4, section 4.2

**b.** Have the ability to reschedule an observation if scheduled for an observation under Article 7, section 7.3.4 on a day on which an inclement weather schedule is called. Rescheduling an observation by a unit member may be denied by the Principal or designee if the observation is scheduled to occur within ten (10) work days of an evaluation calendar deadline defined in Article 7: Evaluations.

**9.2.3 Delayed Duty Reporting Time**

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

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

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

///

///

1 **9.2.4 Unit Member Compensation Factors**

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

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

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

8 **9.3** Special Education teachers who are assigned a student classified as an Individual  
9 with Exceptional Needs (I.D.E.N.S.) may be required to perform tracheal suctioning,  
10 catheterization, and change colostomy bags only if the unit member has been sufficiently  
11 trained in such procedures and the aide, back-up aide, and school nurse, all of whom are  
12 also trained in such procedures, are not at the school site.

13 **9.4** To the extent permitted by law, the District shall notify a teacher who is to receive  
14 a student who has a chronic infectious disease or will notify the teacher upon learning of  
15 a student with a verified case of a chronic infectious disease already assigned to said  
16 teacher.

17 **9.5 Safety of Personnel**

18 **a.** Any abuse of school personnel, assault or battery upon school personnel or any threat  
19 of force or violence directed toward school personnel at any time or place which is related  
20 to school activity or school attendance shall be reported by unit members to their  
21 immediate supervisor or designee. The unit member and the administrator under whose  
22 direct supervision the unit member works shall inform the appropriate law enforcement  
23 authorities.

24 **b.** The District shall give direct legal and other related assistance in accordance with  
25 applicable law for any assault upon the teacher while acting in the discharge of their  
26 duties.

27 ///

28 ///

c. Students who have threatened the physical safety of a unit member shall be reported to the proper authorities and the student shall be removed from the unit member's class. A student convicted of assaulting and/or battering a unit member shall not be returned to the unit member's class.

## **9.6 Student Discipline**

A unit member may suspend a pupil from their class for reasons stated in California Education Code Section 48900 for the day of suspension and the day following subject to applicable law including the following:

**9.6.1** The unit member shall immediately report the suspension to the principal and send the pupil to the principal or designee for appropriate action.

**9.6.2** As soon as possible, the unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the unit member or the parent or guardian so requests.

**9.6.3** The pupil shall not be returned to the unit member's class during the period of suspension without the concurrence of the unit member and the principal.

**9.6.4** A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

**9.6.5** A unit member may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

///

///

///

///

///

1 **9.7 Reporting To Unit Members Regarding Violent Students**

2 The District shall inform unit members of each student who has engaged in, or is  
3 reasonably suspected to have engaged in, any of the acts described in California Education  
4 Code section 49079. Such information shall include the student's name, the nature of the  
5 violation, and the date(s) of the incident(s). Unit members shall maintain any information  
6 received pursuant to this provision in confidence for the limited purpose for which it is  
7 provided and shall not further disseminate it.

8 Upon receipt, the District shall review the records of newly-enrolled students and  
9 notify unit members of pertinent information as described above.

10 **9.8 Work Areas**

11 To every extent possible the principal, or their designee shall provide a work area  
12 for support staff, such as School Nurses and Speech Language Pathologists (SLP), that  
13 ensures proper storage and confidentiality. This space shall be designated in priority of  
14 the unit members' duties and responsibilities.

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 **End of Article 9: Safety Conditions of Employment**

**Article 10: ASSOCIATION RIGHTS**

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

**10.2** Names and job locations of bargaining unit members shall be provided without cost to the Association no later than October 15 of each school year. Pursuant to Assembly Bill 119, the District will provide BETA with the name, job title, department, work location, and work phone number of newly hired unit members within thirty (30) days of their first date of paid service.

**10.3** The Association may use the District mail and electronic mail service and unit member mail boxes and electronic mail boxes for communications to unit members, provided that the material includes the name of the responsible Association officer and that the Superintendent will be provided a copy of all Association material intended for general Association distribution. The Association will not post or distribute information which is knowingly false or defamatory or is prohibited by Education Code Section 7054 and/or other applicable laws. Such posting shall be subject to immediate removal by management.

Electronic mail communications shall not contain derogatory information about the District or any of its personnel nor shall it contain any information related to any collective bargaining or grievance processing matters. BETA e-mails shall contain the identifier: "From the Bakersfield Elementary Teachers Association" with a copy to the Superintendent or designee. The BETA President, or designee, may broadcast such conforming messages to all unit members.

1 Except as provided above, the District's Board Policy #500.21, Employee Use of  
2 Technology and Employee Communication, shall continue to govern use of the District's  
3 electronic mail system.

4 Any violation, as determined by the District, of the electronic mail provisions  
5 described in this Article shall result in the immediate revocation of BETA's electronic mail  
6 privileges.

7 **10.4 Professional Dues and Payroll Deductions**

8 **10.4.1** Any unit member who is a member of the Bakersfield Elementary Teachers  
9 Association, CTA/NEA, or who has applied for membership, may sign and deliver to  
10 BETA a form authorizing deduction of union membership dues, initiation fees and general  
11 assessments in the Association.

12 BETA hereby certifies that it has and will maintain individual employee  
13 authorizations for payroll deductions for union dues pursuant to Education Code Section  
14 45060, subdivision (f). BETA shall not be required to submit to the District a copy of the unit  
15 member's written authorization in order for the payroll deductions described in this article to  
16 be effective, unless a dispute arises about the existence or terms of the written authorizations.

17 BETA shall provide the District with written notification of all new employees for  
18 whom dues are to be withheld via payroll deduction. BETA shall also provide the District  
19 with written notification of any cancellations or changes to employee authorizations for  
20 payroll dues deductions. All current employees who are members of BETA shall continue to  
21 have dues deducted by the District through payroll deduction unless the District is notified  
22 otherwise in writing by BETA.

23 BETA shall indemnify and hold harmless the District for any claims made by the unit  
24 member for deductions made in reliance on its notification to the District or on information  
25 that it provides to the District regarding employee payroll deductions.

26 ///

27 ///

28 ///

Based upon the information provided by BETA, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member for whom BETA has identified as authorizing payroll deductions for dues each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. The duration of a unit member's membership shall be pursuant to the terms of their written authorization and agreement with BETA/CTA/NEA.

**10.4.2** With respect to all sums deducted by the District for membership dues, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made. The District will also provide to BETA a secure, electronic complete alphabetical list of all unit members.

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

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

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

**10.6 Leaves of Absence for Elected Union Officials**

**10.6.1** Elected union officers shall be granted a leave of absence and/or release time as provided by law including but not limited to Education Code Section 44987, and the Educational Employment Relations Act (Gov. Code, § 3540, et seq.).

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

**End of Article 10: Association Rights**

**Article 11: CONCERTED ACTIVITIES**

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

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

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

///

///

///

///

///

///

///

///

///

///

///

///

///

///

**End of Article 11: Concerted Activities**



**Article 12: SAVINGS**

**12.1** In the event that any provision or provisions of this Agreement are found to be contrary to law by a court of competent jurisdiction or as a result of a change in applicable law, such determination or action shall not invalidate any other provisions of this agreement and all remaining provisions shall remain in full force and effect.

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

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

///

///

///

///

///

///

///

///

///

///

///

///

///

///

**End of Article 12: Savings**

**Article 13: MISCELLANEOUS PROVISIONS**

**13.1 Superseding Provision**

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

**13.2 Completion of Meet and Negotiation**

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

**13.3 Bargaining Reopeners**

Section 13.2 notwithstanding, the parties agree that bargaining reopeners in the year 2023-24 and 2024-25 shall be limited to Sections 14.1 (Compensation) and 14.6 (Fringe Benefits) and one (1) other item for each party.

**13.4** Any Memorandum of Understanding dated prior to June 30, 2012, and not explicitly listed within this section, shall be deemed completed in their scope or otherwise expired. The following Memorandum of Understanding remains in effect: Memorandum regarding National Board Certification signed June 21, 2011.

**13.5 Three-Year Contract**

The District shall print and distribute copies of the newly adopted Collective Bargaining Agreement and post it to the BCSD Website in a PDF, downloadable format after successful ratification by the BETA membership and adoption by the BCSD Board after being signed by representatives of both teams, and after the final draft is initialed.

///

**End of Article 13: Miscellaneous Provisions**

**Article 14: COMPENSATION AND BENEFITS**

**14.1 Unit Members' Salary Schedule**

**a.** For the 2022/2023 school year: effective July 1, 2022, all 2021/2022 certificated salary schedules shall increase by eight and one-half percent (8.5%).

**b.** In addition, all unit members employed as of the date this agreement is approved and ratified shall receive a one-time, off schedule payment of four percent (4%) of their regular 2022/2023 base salary.

**c.** For the 2023/2024 school year: effective July 1, 2023, the District proposes to increase the certificated salary schedules by five percent (5%) less the cost of implementing the agreed upon salary compression as follows: effective July 1, 2023, Unit Members' Salary Schedules shall be changed by the following: Step 25 shall become Step 20; Step 23 shall become Step 19; Step 20, and if applicable Step 21, shall become Step 18 (actual 2023/24 salary raise is 4.39%).

In the event the funded cost of living adjustment ("COLA") provided in the final adopted state budget for the 2023/2024 fiscal year is less than or exceeds 8.13% by at least one percent (1%) or more, either party may reopen negotiations regarding salaries for the 2023/2024 school year.

**d.** For the 2023/2024 school year only, all unit members shall be responsible for completing fourteen and one half (14 ½) hours of professional development and shall be compensated at the special project pay rate of \$60.00 per hour. Furthermore, during the 2023/2024 school year, the District and BETA will establish a special joint committee. The committee shall be comprised of no more than ten (10) members; half to be appointed by the District and the other half to be appointed by BETA. The purpose of the committee shall be to develop language to extend the professional growth hours requirement for all unit members. If the committee does not agree to new language by the conclusion of the 2023/2024 school year, this provision shall automatically be extended for one year into the 2024/2025 school year, allowing both teams one additional year to work toward agreement.

**14.1.1 Compensation (If Substitutes are Unavailable)**

Effective February 1, 2022 through June 30, 2023, all unit members who are assigned additional students from the class of an absent classroom teacher(s) because of the unavailability of a substitute teacher shall be compensated in accordance with the attached MOU which will be added as Appendix K.

Effective with the 2021/2022 school year, physical education teachers designated by the District and assigned to a junior high or middle school, shall be paid the total amount of Three Hundred Dollars (\$300.00) for each school month during which additional students from the class of an absent classroom teacher(s) are assigned to their regularly scheduled class on one or more occasions because of the unavailability of a substitute teacher or other employee volunteer substitute.

Nothing in this agreement shall preclude the District from assigning other unit members, without additional compensation, to work as substitute teachers.

**14.2** Notwithstanding 4.2.1, 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. Effective July 1, 2007, Speech Language Pathologists (SLPs) shall not be eligible to receive any stipend or bonus pursuant to Sections 14.2 and 14.8 (actual 2023/24 salary raise is 4.39%).

**a.** 190-Day Stipend Unit members' work year shall start seven (7) work days prior to the start of the instructional school year and shall end three (3) work days after the conclusion of the instructional school year.

**b.** 199-Day Stipend Unit members' work year shall begin nineteen (19) work days prior to the start of the instructional school year.

**c.** Work year calendars for all unit members shall be available on the TAB on or before the start of each new school year.

///

///

///

**14.3 Incentive Plan**

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

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

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

**14.4 Increment for Experience (Step)**

**14.4.1** Using as a base the format of the Teachers' Annual Basic Salary Schedule for 2015-16 (Appendix C), unit members shall advance one (1) vertical step on the salary schedule except for those whose placement is at the maximum step for their class.

**14.4.2** Effective with the 2016-17 school year, the District will initially place incoming new unit members on the salary schedule according to applicable paid teaching experience, verified through submission of required documents within two (2) months of their start date. A unit member will receive their increased salary retroactive to their start date (members are placed at first column/first step until required documentation is received).

This change will apply to all new unit member contracts beginning with the 2016-17 school year and thereafter.

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

The District will place an incoming teacher, who does not submit the required documentation within two months of their start date, at Step 1, Column 1 on the salary schedule. A teacher may later submit documentation verifying their experience prior to or on the following three submission deadlines: October 5, February 5 and June 30. A teacher will receive credit for all verified experience pursuant to the first submission deadline subsequent to the date the teacher submitted their required documentation.

Teachers submitting the required documentation pursuant to the October and/or February deadlines will receive credit for all verified experience beginning October 1 and/or February 1 respectively. Teachers submitting the required documentation pursuant to the June 30 deadline will receive credit for all verified experience beginning July 1 when received by June 30.

Following initial employment with the Bakersfield City School District as a School Nurse or Speech Language Pathologist:

1. Salary schedule credit shall be allowed for all prior years of experience after verification of past experience has been provided to the District.

2. This change will not be retroactive, but will apply to all new School Nurses and Speech Language Pathologists hired beginning with the 2015-16 school year.

3. It is the responsibility of the employee to submit verification to Human Resources using the proper District form (or an approved alternate) within sixty (60) days of employment in the classification.

4. Credit is not allowed for substitute or day-by-day employment.

5. Salary increments shall be according to District policy and procedure. In order to be eligible for the annual salary increment a certificated employee shall have worked at least one-half (1/2) of the school year, July 1 through June 30. Not more than one increment shall be allowed in any one school year.

///

///

///

**14.5 Increment for Growth (Column)**

Using as a base the format of the Teachers' Annual Basic Salary Schedule for 2015-16 (Appendix C), unit members who are eligible shall advance to the appropriate column for the number of semester unit credits approved and recorded by Human Resources.

**14.6 Deadline Dates for Submission of Units**

Teachers may submit documentation verifying his/her training prior to or on the following three submission deadlines: October 5, February 5, and June 30. A teacher will receive credit for all verified training units pursuant to the first submission deadline subsequent to the date the teacher submitted their required documentation.

Teachers submitting the required documentation pursuant to the October and/or February deadlines will receive credit for all verified training units beginning October 1 and/or February 1 respectively. Teachers submitting the required documentation pursuant to the June 30 deadline will receive credit for all verified training units beginning July 1 when received by June 30.

**14.7** Effective July 1, 2017, the bonus for Master's Degree and/or Doctorate shall be One Thousand Five Hundred Dollars (\$1,500.00) annually.

**14.8 Special Education Bonus**

**a.** Beginning with the 2000-2001 school year, Deaf Education Teachers shall be included in section 14.4.1 and shall be eligible to receive the Special Education bonus.

**b.** Not including unit members assigned to a stipend position, all other unit members assigned to a special education position who hold clear California credentials and/or full California certification required for their assigned position shall receive a bonus of One Thousand Five Hundred Dollars (\$1,500.00). Documentation by a State-approved provider conveyed to the District of class hours attended by nurses to maintain State licensure required by the pertinent unit member job description shall be allowed as salary schedule credit pursuant to the applicable formula in 14.19 D.

///

///

c. If a unit member is assigned to a stipend position and also qualifies for a bonus pursuant to 14.4.1, then such unit member shall receive a Special Education bonus in addition to the stipend.

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

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

**14.9 Speech & Language Pathologists**

Notwithstanding any other article and/or section of the Collective Bargaining Agreement between the parties currently in effect or any other established past practice:

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

SLP's shall work one hundred eighty-five (185) days. The first three (3) days of work shall be designed as protected planning and preparation time. "Protected planning and preparation time" shall include at least one day of working with the site's PLC.

SLP's shall be eligible to receive more than one bonus as follows: SLP's can earn an advanced degree stipend and a Certificate of Clinical Competence bonus. In addition, SLP's who are qualified to and in fact conduct bilingual assessments shall receive the fifteen hundred dollar (\$1,500) bonus.

///

///

///

///

///

///

///

///



SLPs shall be paid Fifty-Five Dollars (\$55.00) an hour for directly providing speech and language services to District students voluntarily outside of regular duty hours provided such assignment has been offered and authorized by the Director of Special Education or their designee. The Director of Special Education or designee shall determine which SLP, if any, will be offered an assignment to provide speech and language services to District students outside of regular duty hours, and the site(s), days and hours of assignment and will endeavor to make said offers of assignments as equitably as possible among the SLPs. Planning time outside of regular duty hours, if authorized by the Director of Special Education or designee, shall be paid at the usual rate for project pay pursuant to Section 14.13.

**14.10 Bilingual Bonus**

Effective July 1, 2017, unit members assigned to a bilingual position who possess the requisite credential authorizing bilingual service in that position shall receive a bonus of One Thousand Five Hundred Dollars (\$1,500.00) annually.

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

**14.12 Fringe Benefits**

Effective October 1, 2022, the District shall contribute up to Twenty One Thousand, Four Hundred Six Dollars and Eighty Cents (\$21,406.80) per year for each eligible full-time unit member to offset costs of premiums for medical, vision, dental, prescription, cancer, life insurance, and an employee assistance plan.

For the 2023/2024 school year, this section shall be reopened for negotiations following publication of the October 1, 2023 plan year rates.

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

///

1 **14.12.1** The employee benefit plans as described in Article 14.12 above shall include  
2 the following modifications:

3 **Employee Health Plan:**

4 **14.12.2** Effective March 1, 2013, the employee health plan changed from the SISC  
5 Prudent Buyer Classic Hospital Only Plan to the SISC Prudent Buyer Incentive Plan.  
6 Prior to implementing any changes to District-provided health plans, the District agrees  
7 to provide BETA with reasonable advance written notice and an opportunity to meet and  
8 negotiate any impacts to the change in plans.

9 **14.12.3** "Full-time" unit member is defined as a regular unit member who works no less  
10 than three and one-half (3.5) hours per day seventeen and one-half (17.5) hours per week  
11 on a continuing basis during the entire school year, or following initial employment.  
12 Long-term substitutes are excluded.

13 **14.12.4 Limitation**

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

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

23 **14.12.5** BETA will cooperate in efforts to contain the cost of benefit premiums.

24 **14.13 Miscellaneous Rates of Pay**

25 **Special Project & Extra Duty Pay**

26 Effective July 1, 2021, the District shall provide a Professional Learning and  
27 Development training hourly rate of Forty-Four Dollars (\$44.00) per hour.

28 ///

1 **a.** The Professional Learning and Development training may be District-led or site-  
2 based.

3 **b.** Participation by bargaining unit members shall be voluntary. Unit members may  
4 choose to attend District-identified virtual professional development or training from  
5 home when scheduled after the Unit member's normal working hours and/or weekends.

6 **c.** Unit members shall be compensated at the current project rate for required duties  
7 extending beyond normal duty hours provided the unit member is specifically directed  
8 by their immediate supervisor to perform said duty.

9 **d.** Unit members, although not required, are encouraged to volunteer for duty outside  
10 of regular duty hours. Voluntary duties shall be compensated at the current project rate.

11 Notwithstanding the foregoing, the hourly rate for summer school (for assigned  
12 summer school duties performed during regularly scheduled duty hours at the assigned  
13 site) and the hourly rate for Extended Learning Time shall be at the current project rate.

14 Effective on the first workday after ratification of this agreement by the Board of  
15 Education, the hourly pay for unit members qualifying for a higher hourly pay by virtue  
16 of being chairpersons shall be paid at the current project rate.

17 **14.14 Summer School Teacher Lottery**

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

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

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

28 ///

1 **14.15 Curriculum Commission Members**

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

4 Unit members who supervise a class of not less than twenty (20) students at the  
5 District's outdoor education facility (currently CAMP KEEP-Cambria Pines) shall  
6 receive a bonus payment of One Hundred Dollars (\$100.00) for each day they are on duty  
7 at the facility.

8 **14.16 Health Insurance Coverage of Certain Retirees**

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

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

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

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

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

25 ///

26 ///

27 ///

28 ///

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

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

**14.17 Transportation Reimbursement**

Effective July 1, 2023, all transportation stipends for unit members shall be eliminated and instead, any Unit Member required to travel between school sites or campuses using their personal automobile during the regular work day shall be compensated at the IRS' prevailing reimbursement rate upon timely submission of a mileage reimbursement request; this shall not apply to a unit member's regular commute to and from home to site.

**14.18 Shift Differential—Magnet Schools**

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

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

///

///

///

///

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

**14.19 Professional Growth Activities**

**a.** A credential holder's evaluating administrator may not act as that candidate's advisor. The credential holder may seek another advisor under the terms of the Education Code or appeal an adverse action to the Executive Secretary of the Commission of Teacher Credentialing.

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

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

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

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

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

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

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

///

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

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

**End of Article 14: Compensation and Benefits** --- **End of Contract**

## Appendix A

UNIT DESCRIPTION
Teachers
Pre-Kindergarten through Eighth Grade



## Teachers – Pre-Kindergarten through Eighth Grade

Academic Coach	Music
Academic Coach, MTSS	Office Teacher
Academic Program Leader	P.E.
Academic Program Specialist	Physical Science
Adaptive P.E.	PLTW
Art	Pre-K Preschool
Autism HF	Pre-K/Kindergarten Intensive
BETA President	Program Specialist
Computer Specialist	Program Specialist, 199 Days
Core (Various)	Program Specialist, Data & Assessment
Deaf and Hard of Hearing	Program Specialist, DHH
District Academy Program Specialist	Program Specialist, MEP
Dual Immersion	Program Specialist, New Teacher Support
Ed. Tech Library Media Instructional Specialist	Program Specialist, Special Education
English – Dual Immersion	Resource Specialist, 7.75 hr. with Compensation
English Language Arts	Restorative Classroom Specialist, SEAL
English Language Arts – GATE/Honors	School Nurse
English Language Development (ELD)	Science
Environmental Education Specialist	Social Science
Extensive Support Needs	Social, Emotional, Transition
Farm to Table Specialist	Special Day Class
History	Speech Therapist
History Dual Immersion	Teacher on Special Assignment
Instructional Specialist	Teacher, Choir
Instructional Specialist – 199 Day	Teacher, Intervention Specialist
Instrumental Music	Teacher, Reading Specialist
Kindergarten	Teacher, Resource Specialist
Leadership	Teacher, Restorative Classroom Specialist
Learning Handicapped	Teacher, SEAL Specialist
Life Science	Teacher, Science, Academy Program Specialist
Math	Teacher, Tutor
Mild/Moderate Support Needs	Transitional Kindergarten

## Appendix B

<p><b>2022-23</b> <b>School Calendar</b></p>
--

**Bakersfield City School District  
2022-23 School Calendar**

4-25-23

<u>July/August</u>	M	TU	W	TH	FR	Date	Description
	18	19	20	21	22	July 28	Principals on Duty
	25	26	27	28	29	Aug. 3	School Secretaries, School Clerks, Office Assistants on Duty
	1	2	3	4	5	Aug. 9	New Teachers (1 <sup>st</sup> year) Report
	8	9	10	11	12	Aug. 11	New Teachers (2 <sup>nd</sup> year) Report
<u>August/September</u>	15	16	17	18	19	Aug. 15	Certificated Staff on Duty
1 <sup>st</sup> School Month	22	23	24	**25	26	Aug. 16	Classified Staff on Duty
17 School Days	29	30	31	1	2	Aug. 17	First Day of School
	5	6	7	8	9	Aug. 25	Back to School Night (Elementary)
						Sept. 1	Back to School Night (Middle/Jr. High)
						Sept. 5	Labor Day Holiday
<u>September/October</u>	12	13	14	15	16	Sept. 16	Progress Report Sent Home
2 <sup>nd</sup> School Month	19	20	21	**22	23		
20 School Days	26	27	28	29	30		
	3	4	5	6	7		
<u>October/November</u>	10	11	12	13	14	Oct. 14	End of 1 <sup>st</sup> Quarter
3 <sup>rd</sup> School Month	17	18	19	**20	21	Oct. 24-28	Parent Teacher Conferences
20 School Days	24	25	26	27	28	Oct. 28	Report to Parents Sent Home
	31	1	2	3	4		
<u>November/December</u>	7	8	9	10	11	Nov. 11	Veterans' Day Holiday
4 <sup>th</sup> School Month	14	15	16	**17	18	Nov. 18	Progress Reports Sent Home
14 School Days	21	22	23	24	25	Nov. 21-25	Thanksgiving Recess (Schools Only)
	28	29	30	1	2	Nov. 24-25	Thanksgiving Day Holiday
<u>December</u>	5	6	7	8	9		
5 <sup>th</sup> School Month	12	13	14	15	16	Dec. 23	End of 2 <sup>nd</sup> Quarter
15 School Days	19	20	21	22	23	Dec. 26-Jan. 6	Winter Break
	26	27	28	29	30	Dec. 26	Holiday (Observed)
<u>January</u>	2	3	4	5	6	Jan. 2	New Year's Day (Observed)
6 <sup>th</sup> School Month	9	10	11	12	13	Jan. 16	Martin Luther King, Jr. Day Holiday
14 School Days	16	17	18	19	20	Jan. 20	Report to Parents Sent Home
	23	24	25	**26	27		
<u>January/February</u>	30	31	1	2	3		
7 <sup>th</sup> School Month	6	7	8	9	10	Feb. 10	Progress Reports Sent Home
18 School Days	13	14	15	16	17	Feb. 13	Lincoln Day Holiday
	20	21	22	**23	24	Feb. 20	President's Day Holiday
<u>February/March</u>	27	28	1	2	3		
8 <sup>th</sup> School Month	6	7	8	9	10	Mar. 10	End of 3 <sup>rd</sup> Quarter
20 School Days	13	14	15	**16	17	Mar. 20-24	Parent Teacher Conferences
	20	21	22	23	24	Mar. 24	Report to Parents Sent Home
<u>March/April</u>	27	28	29	30	31		
9 <sup>th</sup> School Month	3	4	5	6	7	Apr. 3-Apr. 7	Spring Break
14 School Days	10	11	12	13	14	Apr. 10	Holiday
	17	18	19	20	21	Apr. 21	Progress Reports Sent Home
<u>April/May</u>	24	25	26	**27	28		
10 <sup>th</sup> School Month	1	2	3	4	5		
20 School Days	8	9	10	11	12	May 10	Day of the Teacher Observance
	15	16	17	18	19	May 22-26	Classified School Employee Week Observance
<u>May/June</u>	22	23	24	25	26	May 29	Memorial Day Holiday
11 <sup>th</sup> School Month	29	30	31	1	2	June 1	Last Day of School
8 School Days	5	6	7	8	9	June 1	Report to Parents Sent Home/Staff check out
	12	13	14	15	16	June 1	Certificated staff on duty
	19					June 2	Classified staff on duty
						June 8	Last Day Principals, School Secretaries, School Clerks, Office Assistants
						June 19	Juneteenth Holiday

\*\*Two Hour Delayed Start for Collaboration/Professional Development

Total School Days: 180

Report cards sent home to parents for Elementary and Junior High Schools: Oct. 28, Jan. 20, Mar. 24, June 1

**Minimum Days (students only)**

Nov. 18, Dec. 23, March 31, and June 1

Holidays for 12-month employees are: July 4, Sept. 5, Nov. 11, Nov. 24-25, Dec. 26, one designated day, Jan. 2, Jan. 16, Feb. 13, Feb. 20, April 7, April 10, May 29 and June 19

## Appendix B-1

<p><b>2023-24</b> <b>School Calendar</b></p>
--



**Bakersfield City School District  
2023-24 School Calendar**

3/9/23

<u>July/August</u>	M	TU	W	TH	FR	Date	Description
	17	18	19	20	21	July 27	Principals on Duty
	24	25	26	27	28	Aug. 2	School Secretaries, School Clerks, Office Assistants on Duty
	31	1	2	3	4	Aug. 8	New Teachers (1 <sup>st</sup> year) Report
	7	8	9	10	11	Aug. 10	New Teachers (2 <sup>nd</sup> year) Report
<u>August/September</u>	14	15	16	17	18	Aug. 14	Certificated Staff on Duty
1 <sup>st</sup> School Month	21	22	23	24	25	Aug. 14	Classified Staff on Duty
17 School Days	28	29	30	31	1	Aug. 16	First Day of School
	4	5	6	7	8	Aug. 24	Back to School Night (Elementary)
						Aug. 31	Back to School Night (Middle/Jr. High)
						Sept. 4	Labor Day Holiday
<u>September/October</u>	11	12	13	**14	15	Sept. 15	Progress Reports Sent Home
2 <sup>nd</sup> School Month	18	19	20	21	22		
20 School Days	25	26	27	28	29		
	2	3	4	5	6		
<u>October/November</u>	9	10	11	12	13	Oct. 13	End of 1 <sup>st</sup> Quarter
3 <sup>rd</sup> School Month	16	17	18	**19	20		
20 School Days	23	24	25	26	27	Oct. 23 – 27	Parent Teacher Conferences
	30	31	1	2	3	Oct. 27	Report to Parents Sent Home
<u>November/December</u>	6	7	8	9	10	Nov. 10	Veterans' Day Holiday (Observed)
4 <sup>th</sup> School Month	13	14	15	**16	17	Nov. 17	Progress Reports Sent Home
14 School Days	20	21	22	23	24	Nov. 20-24	Thanksgiving Recess (Schools Only)
	27	28	29	30	1	Nov. 23-24	Thanksgiving Day Holiday
<u>December</u>	4	5	6	7	8		
5 <sup>th</sup> School Month	11	12	13	**14	15	Dec. 22	End of 2 <sup>nd</sup> Quarter
15 School Days	18	19	20	21	22	Dec. 25-Jan. 5	Winter Break
	25	26	27	28	29	Dec. 25	Holiday
<u>January</u>	1	2	3	4	5	Jan. 1	New Year's Day
6 <sup>th</sup> School Month	8	9	10	11	12	Jan. 15	Martin Luther King, Jr. Day Holiday
14 School Days	15	16	17	18	19	Jan. 19	Report to Parents Sent Home
	22	23	24	**25	26	Jan. 26	100 <sup>th</sup> Day of School
<u>January/February</u>	29	30	31	1	2		
7 <sup>th</sup> School Month	5	6	7	8	9	Feb. 9	Progress Reports Sent Home
18 School Days	12	13	14	15	16	Feb. 12	Lincoln's Day Holiday
	19	20	21	**22	23	Feb. 19	President's Day Holiday
<u>February/March</u>	26	27	28	29	1		
8 <sup>th</sup> School Month	4	5	6	7	8	Mar. 8	End of 3 <sup>rd</sup> Quarter
20 School Days	11	12	13	**14	15	Mar. 18-22	Parent Teacher Conferences
	18	19	20	21	22	Mar. 22	Report to Parents Sent Home
<u>March/April</u>	25	26	27	28	29	Mar. 25-Mar. 29	Spring Break
9 <sup>th</sup> School Month	1	2	3	4	5	Apr. 1	Holiday
14 School Days	8	9	10	11	12		
	15	16	17	18	19	Apr. 19	Progress Reports Sent Home
<u>April/May</u>	22	23	24	**25	26		
10 <sup>th</sup> School Month	29	30	1	2	3		
20 School Days	6	7	8	9	10	May 7	Day of the Teacher Observance
	13	14	15	16	17	May 20-24	Classified School Employee Week Observance
<u>May/June</u>	20	21	22	23	24	May 27	Memorial Day Holiday
11 <sup>th</sup> School Month	27	28	29	30	31	May 30	Last Day of School
8 School Days	3	4	5	6	7	May 30	Report to Parents Sent Home/Staff check out
	10	11	12	13	14	May 30	Certificated staff on duty
	17	18	19	20	21	May 30	Classified staff on duty
						June 6	Last Day Principals, School Secretaries, School Clerks, Office Assistants

\*\*Two Hour Delayed Start for Collaboration/Professional Development

Total School Days: 180

Report cards sent home to parents for Elementary and Junior High Schools: Oct. 27, Jan. 19, Mar. 22, May 30

**Minimum Days (students only)**

Nov. 17, Dec. 22, March 22, and May 30

Holidays for 12-month employees are: July 4, Sept. 4, Nov. 10, Nov. 23-24, Dec. 25, one designated day, one additional designated day due to leap year, Jan. 1, Jan. 15, Feb. 12, Feb. 19, Mar. 29, Apr. 1, May 27 and June 19

## Appendix C

<p><b>Teachers Annual Basic Salary Schedule – 2022-23</b></p>
---

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**TEACHERS ANNUAL BASIC SALARY SCHEDULE - 182 DAY**

2022-23  
8.5% INCREASE  
Effective July 1, 2022

BASED ON 7 HRS. 15 MIN. PER DAY INCLUDING LUNCH PERIOD

S T E P	1 BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	DAILY RATE	2 BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS	DAILY RATE	3 BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	DAILY RATE	4 BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	DAILY RATE	5 BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	DAILY RATE	6 BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	DAILY RATE
1	56,741	311.76	58,546	321.68	60,436	332.07	62,321	342.42	64,207	352.79	66,100	363.19
2	58,546	321.68	60,436	332.07	62,321	342.42	64,207	352.79	66,100	363.19	67,993	373.59
3	60,436	332.07	62,321	342.42	64,207	352.79	66,100	363.19	67,993	373.59	69,876	383.93
4	62,321	342.42	64,207	352.79	66,100	363.19	67,993	373.59	69,876	383.93	71,766	394.32
5	64,207	352.79	66,100	363.19	67,993	373.59	69,876	383.93	71,766	394.32	73,655	404.70
6	65,784	361.45	67,993	373.59	69,876	383.93	71,766	394.32	73,655	404.70	75,543	415.07
7	67,993	373.59	69,876	383.93	71,766	394.32	73,655	404.70	75,543	415.07	77,540	426.04
8	69,876	383.93	71,766	394.32	73,655	404.70	75,543	415.07	77,431	425.45	80,216	440.75
9	71,766	394.32	73,655	404.70	75,543	415.07	77,431	425.45	79,584	437.27	82,870	455.33
10			75,543	415.07	77,431	425.45	79,322	435.84	81,868	449.82	85,540	470.00
11					79,322	435.84	81,211	446.21	83,964	461.34	88,206	484.65
12							83,097	456.58	86,109	473.13	90,867	499.27
13									88,024	483.65	93,547	513.99
14									89,937	494.16	96,187	528.50
15											99,727	547.95
17											103,038	566.14
20											107,136	588.66
23											110,291	605.99
25											113,049	621.15
								<b>BONUS - ADD TO BASIC SALARY SCHEDULE</b>				
								MASTER'S		1,500		
								DOCTORATE		1,500		
								BILINGUAL		1,500		
								SPEC. ED.		1,500		
								ACADEMY PROGRAM SHIFT				
								DIFFERENTIAL:		2,700		

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**CERTIFICATED SALARY SCHEDULE - 182 DAY**

2022-23  
8.5% INCREASE  
Effective July 1, 2022

OFFICE TEACHER  
PROGRAM SPECIALIST, DHM

BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD												
S T E P	1 BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	DAILY RATE	2 BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS	DAILY RATE	3 BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	DAILY RATE	4 BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	DAILY RATE	5 BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	DAILY RATE	6 BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	DAILY RATE
1	62,665	344.31	64,470	354.23	66,360	364.62	68,245	374.97	70,131	385.34	72,024	395.74
2	64,470	354.23	66,360	364.62	68,245	374.97	70,131	385.34	72,024	395.74	73,917	406.14
3	66,360	364.62	68,245	374.97	70,131	385.34	72,024	395.74	73,917	406.14	75,800	416.48
4	68,245	374.97	70,131	385.34	72,024	395.74	73,917	406.14	75,800	416.48	77,690	426.87
5	70,131	385.34	72,024	395.74	73,917	406.14	75,800	416.48	77,690	426.87	79,579	437.25
6	71,708	394.00	73,917	406.14	75,800	416.48	77,690	426.87	79,579	437.25	81,467	447.62
7	73,917	406.14	75,800	416.48	77,690	426.87	79,579	437.25	81,467	447.62	83,464	458.59
8	75,800	416.48	77,690	426.87	79,579	437.25	81,467	447.62	83,355	457.99	86,140	473.30
9	77,690	426.87	79,579	437.25	81,467	447.62	83,355	457.99	85,508	469.82	88,794	487.88
10			81,467	447.62	83,355	457.99	85,246	468.38	87,792	482.37	91,464	502.55
11					85,246	468.38	87,135	478.76	89,888	493.89	94,130	517.20
12							89,021	489.13	92,033	505.68	96,791	531.82
13									93,948	516.20	99,471	546.54
14									95,861	526.71	102,112	561.05
15											105,651	580.50
17											108,962	598.69
20											113,060	621.21
23											116,215	638.54
25											118,974	653.70
<p>Salary amounts are inclusive of a \$5,460 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$5,460 have been combined to form the new Certificated Annual Salary Schedule - 182 Day.</p>								<b>BONUS - ADD TO BASIC SALARY SCHEDULE</b>				
								MASTER'S		1,500		
								DOCTORATE		1,500		
								BILINGUAL		1,500		
								SPEC. ED.		1,500		



**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**CERTIFICATED SALARY SCHEDULE - 182 DAY**

2022-23

8.5% INCREASE

Effective July 1, 2022

**RESOURCE SPECIALIST**

BASED ON 7 HRS. 45 MIN. PER DAY INCLUDING LUNCH PERIOD

S T E P	1  BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	DAILY RATE	2  BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS	DAILY RATE	3  BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	DAILY RATE	4  BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	DAILY RATE	5  BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	DAILY RATE	6  BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	DAILY RATE
1	60,691	333.47	62,495	343.38	64,385	353.76	66,271	364.13	68,156	374.48	70,050	384.89
2	62,495	343.38	64,385	353.76	66,271	364.13	68,156	374.48	70,050	384.89	71,942	395.29
3	64,385	353.76	66,271	364.13	68,156	374.48	70,050	384.89	71,942	395.29	73,826	405.64
4	66,271	364.13	68,156	374.48	70,050	384.89	71,942	395.29	73,826	405.64	75,716	416.02
5	68,156	374.48	70,050	384.89	71,942	395.29	73,826	405.64	75,716	416.02	77,605	426.40
6	69,733	383.15	71,942	395.29	73,826	405.64	75,716	416.02	77,605	426.40	79,493	436.77
7	71,942	395.29	73,826	405.64	75,716	416.02	77,605	426.40	79,493	436.77	81,489	447.74
8	73,826	405.64	75,716	416.02	77,605	426.40	79,493	436.77	81,380	447.14	84,166	462.45
9	75,716	416.02	77,605	426.40	79,493	436.77	81,380	447.14	83,533	458.97	86,820	477.03
10			79,493	436.77	81,380	447.14	83,272	457.54	85,817	471.52	89,490	491.70
11					83,272	457.54	85,161	467.92	87,913	483.04	92,156	508.35
12							87,046	478.27	90,058	494.82	94,816	520.97
13									91,973	505.35	97,496	535.69
14									93,886	515.86	100,137	550.20
15											103,676	569.65
17											106,988	587.85
20											111,086	610.36
23											114,241	627.70
25											116,999	642.85
<p>Salary amounts are inclusive of a \$3,640 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$3,640 have been combined to form the new Certificated Annual Salary Schedule - 182 Day.</p>								<b>BONUS - ADD TO BASIC SALARY SCHEDULE</b>				
								MASTER'S		1,500		
								DOCTORATE		1,500		
								BILINGUAL		1,500		
								SPEC. ED.		1,500		

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**CERTIFICATED SALARY SCHEDULE - 185 DAY**

2022-23  
8.5% INCREASE  
Effective July 1, 2022

TEACHER, SEAL SPECIALIST

BASED ON 7 HRS. 45 MIN. PER DAY INCLUDING LUNCH PERIOD

S T E P	1 BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	DAILY RATE	2 BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 16 QUARTER UNITS	DAILY RATE	3 BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	DAILY RATE	4 BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	DAILY RATE	5 BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	DAILY RATE	6 BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	DAILY RATE
1	61,691	333.46	63,525	343.38	65,446	353.76	67,363	364.12	69,280	374.49	71,205	384.89
2	63,525	343.38	65,446	353.76	67,363	364.12	69,280	374.49	71,205	384.89	73,128	395.29
3	65,446	353.76	67,363	364.12	69,280	374.49	71,205	384.89	73,128	395.29	75,043	405.64
4	67,363	364.12	69,280	374.49	71,205	384.89	73,128	395.29	75,043	405.64	76,964	416.02
5	69,280	374.49	71,205	384.89	73,128	395.29	75,043	405.64	76,964	416.02	78,883	426.39
6	70,882	383.15	73,128	395.29	75,043	405.64	76,964	416.02	78,883	426.39	80,802	436.77
7	73,128	395.29	75,043	405.64	76,964	416.02	78,883	426.39	80,802	436.77	82,831	447.74
8	75,043	405.64	76,964	416.02	78,883	426.39	80,802	436.77	82,723	447.15	85,553	462.45
9	76,964	416.02	78,883	426.39	80,802	436.77	82,723	447.15	84,911	458.98	88,251	477.03
10			80,802	436.77	82,723	447.15	84,644	457.54	87,231	471.52	90,965	491.70
11					84,644	457.54	86,565	467.92	89,363	483.04	93,674	506.35
12							88,482	478.28	91,543	494.83	96,378	520.96
13									93,490	505.35	99,104	535.70
14									95,435	515.86	101,788	550.21
15											105,385	569.65
17											108,751	587.84
20											112,916	610.36
23											116,123	627.69
25											118,928	642.85
<p>Salary amounts are inclusive of a \$3,700 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$3,700 have been combined to form the new Certificated Annual Salary Schedule - 185 Day.</p>								<b>BONUS - ADD TO BASIC SALARY SCHEDULE</b>				
								MASTER'S		1,500		
								DOCTORATE		1,500		
								BILINGUAL		1,500		
								SPEC. ED.		1,500		

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**CERTIFICATED SALARY SCHEDULE - 190 DAY**

2022-23

8.5% INCREASE

Effective July 1, 2022

ACADEMIC COACH  
ACADEMIC COACH, MTSS  
ACADEMIC PROGRAM LEADER  
ACADEMY PROGRAM SPECIALIST  
COMPUTER SPECIALIST  
ENVIRONMENTAL EDUC. SPECIALIST

FARM TO TABLE SPECIALIST  
PROGRAM SPECIALIST, SCHOOL-BASED  
TEACHER, INTERVENTION SPECIALIST  
TEACHER, RESTORATIVE CLASSROOM SPECIALIST  
TEACHER, SCIENCE ACADEMY PROGRAM  
SPECIALIST (VARIOUS)

BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD												
S T E P	1  BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	DAILY RATE	2  BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 16 QUARTER UNITS	DAILY RATE	3  BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	DAILY RATE	4  BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	DAILY RATE	5  BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	DAILY RATE	6  BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	DAILY RATE
1	65,420	344.32	67,304	354.23	69,277	364.62	71,245	374.97	73,214	385.34	75,191	395.74
2	67,304	354.23	69,277	364.62	71,245	374.97	73,214	385.34	75,191	395.74	77,166	406.14
3	69,277	364.62	71,245	374.97	73,214	385.34	75,191	395.74	77,166	406.14	79,133	416.49
4	71,245	374.97	73,214	385.34	75,191	395.74	77,166	406.14	79,133	416.49	81,106	426.87
5	73,214	385.34	75,191	395.74	77,166	406.14	79,133	416.49	81,106	426.87	83,076	437.24
6	74,859	393.99	77,166	406.14	79,133	416.49	81,106	426.87	83,076	437.24	85,047	447.62
7	77,166	406.14	79,133	416.49	81,106	426.87	83,076	437.24	85,047	447.62	87,131	458.58
8	79,133	416.49	81,106	426.87	83,076	437.24	85,047	447.62	87,020	458.00	89,927	473.30
9	81,106	426.87	83,076	437.24	85,047	447.62	87,020	458.00	89,267	469.83	92,697	487.88
10			85,047	447.62	87,020	458.00	88,993	468.38	91,650	482.37	95,485	502.55
11					88,993	468.38	90,966	478.77	93,839	493.89	98,268	517.20
12							92,934	489.13	96,078	505.67	101,044	531.81
13									98,078	516.20	103,844	546.55
14									100,076	526.72	106,600	561.05
15											110,294	580.49
17											113,752	598.69
20											118,029	621.21
23											121,323	638.54
25											124,203	653.70
<p>Salary amounts are inclusive of a \$5,700 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$5,700 have been combined to form the new Certificated Annual Salary Schedule - 190 Day.</p>								BONUS - ADD TO BASIC SALARY SCHEDULE				
								MASTER'S		1,500		
								DOCTORATE		1,500		
								BILINGUAL		1,500		
								SPEC. ED.		1,500		
								ACADEMY PROGRAM SHIFT				
								DIFFERENTIAL:		2,700		

Mar-23

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**CERTIFICATED SALARY SCHEDULE - 192 DAY**

2022-23  
8.5% INCREASE  
Effective July 1, 2022

**PROGRAM SPECIALIST, SPECIAL EDUCATION**

BASED ON 182 DAYS AT 7 HRS. 45 MIN. PER DAY + 10 DAYS AT 8 HRS. PER DAY INCLUDING LUNCH PERIOD												
S T E P	1 BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	DAILY RATE	2 BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 16 QUARTER UNITS	DAILY RATE	3 BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	DAILY RATE	4 BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	DAILY RATE	5 BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	DAILY RATE	6 BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	DAILY RATE
1	64,134	334.03	66,038	343.95	68,031	354.33	70,021	364.69	72,010	375.05	74,008	385.46
2	66,038	343.95	68,031	354.33	70,021	364.69	72,010	375.05	74,008	385.46	76,004	395.85
3	68,031	354.33	70,021	364.69	72,010	375.05	74,008	385.46	76,004	395.85	77,991	406.20
4	70,021	364.69	72,010	375.05	74,008	385.46	76,004	395.85	77,991	406.20	79,985	416.59
5	72,010	375.05	74,008	385.46	76,004	395.85	77,991	406.20	79,985	416.59	81,976	426.96
6	73,673	383.71	76,004	395.85	77,991	406.20	79,985	416.59	81,976	426.96	83,968	437.33
7	76,004	395.85	77,991	406.20	79,985	416.59	81,976	426.96	83,968	437.33	86,074	448.30
8	77,991	406.20	79,985	416.59	81,976	426.96	83,968	437.33	85,961	447.71	88,899	463.02
9	79,985	416.59	81,976	426.96	83,968	437.33	85,961	447.71	88,232	459.54	91,698	477.59
10			83,968	437.33	85,961	447.71	87,955	458.10	90,640	472.08	94,515	492.27
11					87,955	458.10	89,949	468.48	92,853	483.61	97,327	506.91
12							91,938	478.84	95,115	495.39	100,133	521.53
13									97,136	505.92	102,962	536.26
14									99,154	516.43	105,748	550.77
15											109,481	570.21
17											112,974	588.41
20											117,297	610.92
23											120,626	628.26
25											123,536	643.42
<p>Salary amounts are inclusive of a \$3,940 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$3,940 have been combined to form the new Certificated Annual Salary Schedule - 192 Day.</p>								<b>BONUS - ADD TO BASIC SALARY SCHEDULE</b>				
								MASTER'S		1,500		
								DOCTORATE		1,500		
								BILINGUAL		1,500		
								SPEC. ED.		1,500		

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**CERTIFICATED SALARY SCHEDULE - 199 DAY**

2022-23  
8.5% INCREASE  
Effective July 1, 2022

DISTRICT ACADEMY PROGRAM SPECIALIST  
ED TECH, LIBRARY MEDIA INSTRUC. SPECIALIST  
EDUCATIONAL TECH. SPECIALIST

INSTRUCTIONAL SPECIALIST  
PROGRAM SPECIALIST

**BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD**

STEP	1	DAILY RATE	2	DAILY RATE	3	DAILY RATE	4	DAILY RATE	5	DAILY RATE	6	DAILY RATE
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL		BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS		BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS		BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE		BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS		BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	
1	68,518	344.31	70,492	354.23	72,558	364.61	74,620	374.97	76,682	385.34	78,753	395.74
2	70,492	354.23	72,558	364.61	74,620	374.97	76,682	385.34	78,753	395.74	80,821	406.14
3	72,558	364.61	74,620	374.97	76,682	385.34	78,753	395.74	80,821	406.14	82,881	416.49
4	74,620	374.97	76,682	385.34	78,753	395.74	80,821	406.14	82,881	416.49	84,947	426.87
5	76,682	385.34	78,753	395.74	80,821	406.14	82,881	416.49	84,947	426.87	87,012	437.25
6	78,405	393.99	80,821	406.14	82,881	416.49	84,947	426.87	87,012	437.25	89,076	447.62
7	80,821	406.14	82,881	416.49	84,947	426.87	87,012	437.25	89,076	447.62	91,259	458.59
8	82,881	416.49	84,947	426.87	87,012	437.25	89,076	447.62	91,142	458.00	94,186	473.30
9	84,947	426.87	87,012	437.25	89,076	447.62	91,142	458.00	93,496	469.83	97,088	487.88
10			89,076	447.62	91,142	458.00	93,208	468.38	95,991	482.37	100,008	502.55
11					93,208	468.38	95,275	478.77	98,285	493.89	102,922	517.20
12							97,337	489.13	100,629	505.67	105,831	531.81
13									102,724	516.20	108,763	546.55
14									104,816	526.71	111,650	561.06
15											115,519	580.50
17											119,140	598.69
20											123,620	621.21
23											127,070	638.54
25											130,087	653.70

<p>Salary amounts are inclusive of a \$5,970 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$5,970 have been combined to form the new Certificated Annual Salary Schedule - 199 Day.</p> <p>School Health and Wellness Program Specialists receive \$4,170 School Nurse Stipend</p>								<b>BONUS - ADD TO BASIC SALARY SCHEDULE</b>			
								MASTER'S		1,500	
								DOCTORATE		1,500	
								BILINGUAL		1,500	
								SPEC. ED.		1,500	

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**CERTIFICATED SALARY SCHEDULE - 199 DAY**

2022-23

8.5% INCREASE

Effective July 1, 2022

**PROGRAM SPECIALIST, SCHOOL HEALTH AND WELLNESS**

BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD												
S T E P	1 BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	DAILY RATE	2 BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS	DAILY RATE	3 BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	DAILY RATE	4 BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	DAILY RATE	5 BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	DAILY RATE	6 BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	DAILY RATE
1	73,043	367.05	75,016	376.96	77,083	387.35	79,145	397.71	81,207	408.08	83,277	418.48
2	75,016	376.96	77,083	387.35	79,145	397.71	81,207	408.08	83,277	418.48	85,346	428.87
3	77,083	387.35	79,145	397.71	81,207	408.08	83,277	418.48	85,346	428.87	87,406	439.23
4	79,145	397.71	81,207	408.08	83,277	418.48	85,346	428.87	87,406	439.23	89,472	449.61
5	81,207	408.08	83,277	418.48	85,346	428.87	87,406	439.23	89,472	449.61	91,536	459.98
6	82,930	416.73	85,346	428.87	87,406	439.23	89,472	449.61	91,536	459.98	93,600	470.35
7	85,346	428.87	87,406	439.23	89,472	449.61	91,536	459.98	93,600	470.35	95,783	481.32
8	87,406	439.23	89,472	449.61	91,536	459.98	93,600	470.35	95,666	480.73	98,711	496.04
9	89,472	449.61	91,536	459.98	93,600	470.35	95,666	480.73	98,020	492.56	101,613	510.62
10			93,600	470.35	95,666	480.73	97,733	491.12	100,516	505.11	104,532	525.29
11					97,733	491.12	99,799	501.50	102,809	516.63	107,447	539.93
12							101,861	511.86	105,154	528.41	110,355	554.55
13									107,248	538.93	113,287	569.28
14									109,340	549.45	116,174	583.79
15											120,043	603.23
17											123,664	621.43
20											128,144	643.94
23											131,595	661.28
25											134,611	676.44
<p>Salary amounts are inclusive of a \$5,970 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule, position stipend of \$5,970 and school nurse stipend of \$4,170 have been combined to form the new Certificated Annual Salary Schedule - 199 Day.</p>								<b>BONUS - ADD TO BASIC SALARY SCHEDULE</b>				
								MASTER'S		1,500		
								DOCTORATE		1,500		
								BILINGUAL		1,500		
								SPEC. ED.		1,500		

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**CERTIFICATED SALARY SCHEDULE - 214 DAY**

2022-23  
8.5% INCREASE  
Effective July 1, 2022

**PROGRAM SPECIALIST**

BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD												
S T E P	1 BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	DAILY RATE	2 BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS	DAILY RATE	3 BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	DAILY RATE	4 BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	DAILY RATE	5 BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	DAILY RATE	6 BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	DAILY RATE
1	73,683	344.31	75,805	354.23	78,027	364.61	80,245	374.98	82,462	385.34	84,689	395.74
2	75,805	354.23	78,027	364.61	80,245	374.98	82,462	385.34	84,689	395.74	86,913	406.14
3	78,027	364.61	80,245	374.98	82,462	385.34	84,689	395.74	86,913	406.14	89,128	416.49
4	80,245	374.98	82,462	385.34	84,689	395.74	86,913	406.14	89,128	416.49	91,351	426.87
5	82,462	385.34	84,689	395.74	86,913	406.14	89,128	416.49	91,351	426.87	93,570	437.24
6	84,315	394.00	86,913	406.14	89,128	416.49	91,351	426.87	93,570	437.24	95,790	447.62
7	86,913	406.14	89,128	416.49	91,351	426.87	93,570	437.24	95,790	447.62	98,137	458.58
8	89,128	416.49	91,351	426.87	93,570	437.24	95,790	447.62	98,012	458.00	101,286	473.30
9	91,351	426.87	93,570	437.24	95,790	447.62	98,012	458.00	100,543	469.83	104,407	487.88
10			95,790	447.62	98,012	458.00	100,234	468.38	103,227	482.37	107,546	502.55
11					100,234	468.38	102,456	478.77	105,693	493.89	110,680	517.20
12							104,674	489.13	108,214	505.67	113,808	531.81
13									110,467	516.20	116,961	546.55
14									112,717	526.71	120,065	561.05
15											124,226	580.50
17											128,120	598.69
20											132,938	621.21
23											136,648	638.54
25											139,892	653.70
<p>Salary amounts are inclusive of a \$6,420 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$6,420 have been combined to form the new Certificated Annual Salary Schedule - 214 Day.</p>								<b>BONUS - ADD TO BASIC SALARY SCHEDULE</b>				
								MASTER'S		1,500		
								DOCTORATE		1,500		
								BILINGUAL		1,500		
								SPEC. ED.		1,500		

## Appendix D

<p><b>Pre-Kindergarten Teachers Basic Salary Schedule – 2022-23</b></p>
---



**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**PRE-KINDERGARTEN TEACHERS BASIC SALARY SCHEDULE - 182 DAY**  
2022-23

8.5% INCREASE  
Effective July 1, 2022

BASED ON 7 HRS., 15 MIN. PER DAY INCLUDING LUNCH PERIOD

S T E P	1		2		3		4		5		6	
	CALIFORNIA CHILDREN'S CENTER PERMIT	DAILY RATE	CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 12 UNITS	DAILY RATE	CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 24 UNITS	DAILY RATE	CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 36 UNITS	DAILY RATE	CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 48 UNITS	DAILY RATE	CALIFORNIA CHILDREN'S CENTER PERMIT PLUS BACHELOR'S DEGREE	DAILY RATE
1	37,173	204.25	39,881	219.13	41,873	230.07	43,890	241.15	45,889	252.14	47,896	263.16
2	38,905	213.76	41,460	227.80	43,473	238.86	45,481	249.90	47,480	260.88	49,473	271.83
3	40,658	223.40	43,052	236.55	45,056	247.56	47,058	258.56	49,065	269.59	51,059	280.54
4	42,580	233.96	44,638	245.26	46,633	256.23	48,638	267.24	50,646	278.27	52,651	289.29
5	44,163	242.65	46,223	253.97	48,221	264.95	50,226	275.97	52,232	286.99	54,242	298.03
6	45,735	251.29	47,802	262.65	49,810	273.68	51,812	284.68	53,823	295.73	55,820	306.70
7									55,402	304.41	57,408	315.43
8											59,270	325.66
9											60,752	333.80

**BONUS - ADD TO BASIC  
SALARY SCHEDULE**

MASTER'S	1,500
DOCTORATE	1,500
BILINGUAL	1,500
SPECIAL ED	1,500

<p><b>School Nurse Salary Schedule – 2022-23</b> <b>184 Days</b></p>
--

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**SCHOOL NURSE ANNUAL SALARY SCHEDULE - 184 DAY**

2022-23  
8.5% INCREASE  
Effective July 1, 2022

BASED ON 7 HRS. 15 MIN. PER DAY INCLUDING LUNCH PERIOD												
S T E P	1  BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	DAILY RATE	2  BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS	DAILY RATE	3  BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	DAILY RATE	4  BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	DAILY RATE	5  BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	DAILY RATE	6  BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	DAILY RATE
1	61,572	334.63	63,376	344.43	65,265	354.70	67,153	364.96	69,037	375.20	70,932	385.50
2	63,376	344.43	65,265	354.70	67,153	364.96	69,037	375.20	70,932	385.50	72,824	395.78
3	65,265	354.70	67,153	364.96	69,037	375.20	70,932	385.50	72,824	395.78	74,707	406.02
4	67,153	364.96	69,037	375.20	70,932	385.50	72,824	395.78	74,707	406.02	76,596	416.28
5	69,037	375.20	70,932	385.50	72,824	395.78	74,707	406.02	76,596	416.28	78,486	426.55
6	70,934	385.51	72,824	395.78	74,707	406.02	76,596	416.28	78,486	426.55	80,374	436.82
7	72,824	395.78	74,707	406.02	76,596	416.28	78,486	426.55	80,374	436.82	82,263	447.08
8	74,707	406.02	76,596	416.28	78,486	426.55	80,374	436.82	82,263	447.08	84,154	457.36
9	76,596	416.28	78,486	426.55	80,374	436.82	82,263	447.08	84,154	457.36	86,043	467.63
10			80,374	436.82	82,263	447.08	84,154	457.36	86,043	467.63	87,926	477.86
11					84,154	457.36	86,043	467.63	87,926	477.86	89,809	488.09
12							87,926	477.86	89,809	488.09	91,692	498.32
13									91,692	498.32	93,575	508.55
14									93,575	508.55	95,458	518.78
15									95,458	518.78	97,341	529.01
16									97,341	529.01	99,224	539.24
17									99,224	539.24	101,107	549.47
18									101,107	549.47	102,990	559.70
19									102,990	559.70	104,873	569.93
20									104,873	569.93	106,756	580.16
21									106,756	580.16	108,639	590.39
22									108,639	590.39	110,522	600.62
23									110,522	600.62	112,405	610.85
24									112,405	610.85	114,288	621.08
25									114,288	621.08	116,171	631.31

Salary amounts are inclusive of a \$4,170 position stipend.

Effective July 1, 2018, the Teachers Basic Annual Salary Schedule and School Nurse position stipend of \$4,170 have been combined to form the new School Nurse Annual Salary Schedule - 184 Day.

**BONUS - ADD TO BASIC  
SALARY SCHEDULE**

MASTER'S	1,500
DOCTORATE	1,500

<p><b>School Nurse Salary Schedule – 2022-23</b> <b>214 Days</b></p>
--

**SCHOOL NURSE ANNUAL SALARY SCHEDULE - 214 DAY**  
**2022-23**  
**8.5% INCREASE**  
**Effective July 1, 2022**

Mar-23

<p><b>Speech &amp; Language Specialist/Therapist – 2022-23</b> <b>185 Days</b></p>
--

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**SPEECH & LANGUAGE SPECIALIST/THERAPIST ANNUAL SALARY SCHEDULE - 185 DAY**

2022-23  
8.5% INCREASE  
Effective July 1, 2022

STEP	BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD										BONUS - ADD TO BASIC SALARY SCHEDULE	
	1 BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	2 BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS	3 BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	4 BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	5 BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	6 BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	7 BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS PLUS PRELIMINARY SLPS CREDENTIAL	8 BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS PLUS CLEAR SLPS CREDENTIAL	DAILY RATE		DAILY RATE	
1	68,158	368.42	378.33	388.71	399.09	409.44	419.85	429.85	439.85	449.85	459.85	469.85
2	69,991	378.33	388.71	399.09	409.44	419.85	429.85	439.85	449.85	459.85	469.85	479.85
3	71,912	388.71	399.09	409.44	419.85	429.85	439.85	449.85	459.85	469.85	479.85	489.85
4	73,831	399.09	409.44	419.85	429.85	439.85	449.85	459.85	469.85	479.85	489.85	499.85
5	75,746	409.44	419.85	429.85	439.85	449.85	459.85	469.85	479.85	489.85	499.85	509.85
6	77,674	419.85	429.85	439.85	449.85	459.85	469.85	479.85	489.85	499.85	509.85	519.85
7	79,595	430.24	440.58	450.97	461.35	471.73	482.10	492.49	502.86	513.23	523.60	533.97
8	81,508	440.58	450.97	461.35	471.73	482.10	492.49	502.86	513.23	523.60	533.97	544.34
9	83,429	450.97	461.35	471.73	482.10	492.49	502.86	513.23	523.60	533.97	544.34	554.71
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												

Salary amounts are inclusive of a \$3,548 position stipend.

Effective July 1, 2018, the Teachers Basic Annual Salary Schedule and Speech and Language Specialist/Therapist position stipend of \$3,548 have been combined to form the new Speech Therapist 185 Annual Salary Schedule.

Effective July 1, 2021, the Speech and Language Specialist/Therapist Continuing Service stipend of \$5,500 has been included in the Speech Therapist 185 Annual Salary Schedule

MASTER'S  
DOCTORATE  
CERTIFICATE OF CLINICAL COMPETENCE  
BILINGUAL

BONUS - ADD TO BASIC SALARY SCHEDULE

1,500  
1,500  
1,500

## **Appendix E**

### **Certificated Evaluation Forms**

- Certificated Employee Basis for Evaluation Form 10.0
- Summative Evaluation – Teacher
- Summative Evaluation – Special Education Teacher
- Summative Evaluation – Coach, APL
- Summative Evaluation – Non-Teaching Office Teacher, Academy Specialist
- Summative Evaluation – Teacher Tutor
- Summative Evaluation – School Nurse
- Summative Evaluation – Speech Pathologist
- Recommendations for Improvement – Teacher, Non-Teaching, Teacher Tutor, School Nurse, Speech Pathologist
- Certificated Services Evaluation/Five Year Cycle Agreement



10.0

CERTIFICATED EMPLOYEE BASIS FOR EVALUATION FORM

Evaluatee \_\_\_\_\_

Evaluator \_\_\_\_\_

School/Department \_\_\_\_\_

Date \_\_\_\_\_

I. Basis for evaluation (2 – 4 agreed upon smart goals \*)

II. Suggestions and means to help the evaluatee further achieve the Goals.

III. Evaluatee's Comments

Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_

Evaluatee Signature \_\_\_\_\_

\* must be measurable, specific, attainable, and relevant.

# BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street  
Bakersfield, California 93305  
Human Resources

## SUMMATIVE EVALUATION OF TEACHING PERFORMANCE

/

TEACHER	GRADE	SCHOOL & SCHOOL YEAR
Indicate Classification: <input type="checkbox"/> Temporary <input type="checkbox"/> Intern/Probationary 0 <input type="checkbox"/> Probationary I <input type="checkbox"/> Probationary II <input type="checkbox"/> Permanent		Quantity: Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year One (1) evaluation every other year unless on Improvement Plan
		Dates: <input type="checkbox"/> Prelim _____ <input type="checkbox"/> Final _____ Met all Standards _____
4. Meets Standards	3. Progressing towards	2. Needs Improvement
1. Unsatisfactory-Does not meet Standards		
<b>STANDARD 1 – Engaging and Supporting All Students in Learning</b>		
1.1 Knowing and understanding the needs of students to engage them in learning.		
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.		
1.3 Connecting subject matter to meaningful, real-life contexts.		
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.		
1.5 Promoting critical thinking through inquiry, problem solving and reflection.		
1.6 Monitoring student learning and adjusting instruction while teaching.		
<b>COMMENTS</b>		
<b>STANDARD 2 -- Creating and Maintaining Effective Environments for Student Learning</b>		
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.		
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.		
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.		
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.		
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.		
2.6 Employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.		
2.7 Using instructional time to optimize learning.		
<b>COMMENTS</b>		
<b>STANDARD 3 -- Understanding and Organizing Subject Matter for Student Learning</b>		
3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks.		
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.		
3.3 Organizing curriculum to facilitate student understanding of subject matter.		
3.4 Utilizing instructional strategies that are appropriate to the subject matter.		
3.5 Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to students.		
3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content.		
<b>COMMENTS</b>		
<b>STANDARD 4 -- Planning Instruction &amp; Designing Learning Experiences for All Students</b>		
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.		
4.2 Establishing and articulating goals for student learning.		
4.3 Developing and sequencing long term and short term instructional plans to support student learning.		

- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.
- COMMENTS**


**STANDARD 5 -- Assessing Students for Learning**

4 3 2 1

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning.
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress.
- 5.6 Using available technologies to assist in assessment, analysis and communication of student learning.
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families.


**COMMENTS**

**STANDARD 6 -- Developing as a Professional Educator**

4 3 2 1

- 6.1 Reflecting on teaching practice in support of student learning.
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.
- 6.4 Working with families to support student learning.
- 6.5 Value and respect the culture of our students and their communities; appreciate the role of the community in student learning.
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity and ethical conduct.


**COMMENTS**

**STANDARD 7 -- BCSD Professional Responsibilities for Teachers**

4 3 2 1

- 7.1 Implements the Values, Vision and Mission in accordance with the District Local Education Plan and policies.
- 7.2 Plans and coordinates the work of instructional assistants or other paraprofessionals when applicable\*  
\* (if paraprofessionals are assigned to teacher)
- 7.3 Supervise students in out-of-classroom activities as designated by the site administrator.
- 7.4 Progress made on 10.0 goals.


**COMMENTS**

**COMMENDATIONS AND RECOMMENDATIONS:**

At the conference, the evaluatee shall sign and receive a copy of this form. Signing the evaluation does not necessarily indicate the evaluatee's agreement, but does show the evaluatee has received a copy. If the evaluatee is not in agreement, a written rebuttal may be filed with Human Resources, not later than 10 (working) days after the conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATOR'S NAME \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_

7/27/2021

# BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street  
Bakersfield, California 93305  
Human Resources

## SUMMATIVE EVALUATION OF SPECIAL EDUCATION TEACHING PERFORMANCE

TEACHER	GRADE / CLASS	SCHOOL & SCHOOL YEAR
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>Indicate Classification:</p> <input type="checkbox"/> Temporary  <input type="checkbox"/> Intern/Probationary 0  <input type="checkbox"/> Probationary I  <input type="checkbox"/> Probationary II  <input type="checkbox"/> Permanent </div> <div style="width: 35%;"> <p>Quantity:</p> <p>Two (2) evaluations per year</p> <p>Two (2) evaluations per year</p> <p>Two (2) evaluations per year</p> <p>Two (2) evaluations per year</p> <p>One (1) evaluation every other year unless on Improvement Plan</p> </div> <div style="width: 30%;"> <p>Dates:</p> <p><input type="checkbox"/> Prelim _____</p> <p><input type="checkbox"/> Final _____</p> <p>Met all Standards _____</p> </div> </div>		
<b>4. Meets Standards</b>	<b>3. Progressing towards</b>	<b>2. Needs Improvement</b>
<b>1. Unsatisfactory-Does not meet Standards</b>		
<b>STANDARD 1 – Engaging and Supporting All Students in Learning</b> <div style="float: right; text-align: right;">4 3 2 1</div>		
1.1 Knowing and understanding the needs of students to engage them in learning. <div style="float: right;">□ □ □ □</div>		
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests. <div style="float: right;">□ □ □ □</div>		
1.3 Connecting subject matter to meaningful, real-life contexts. <div style="float: right;">□ □ □ □</div>		
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs. <div style="float: right;">□ □ □ □</div>		
1.5 Promoting critical thinking through inquiry, problem solving and reflection. <div style="float: right;">□ □ □ □</div>		
1.6 Monitoring student learning and adjusting instruction while teaching in accordance with each individual student IEP. <div style="float: right;">□ □ □ □</div>		
1.7 Provide appropriate instruction to all students in accordance with each student's IEP. <div style="float: right;">□ □ □ □</div>		
<b>COMMENTS</b>		
<b>STANDARD 2 – Creating and Maintaining Effective Environments for Student Learning</b> <div style="float: right; text-align: right;">4 3 2 1</div>		
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully. <div style="float: right;">□ □ □ □</div>		
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. <div style="float: right;">□ □ □ □</div>		
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe. <div style="float: right;">□ □ □ □</div>		
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students. <div style="float: right;">□ □ □ □</div>		
2.5 Developing, communicating, and maintaining high standards for individual and group behavior. <div style="float: right;">□ □ □ □</div>		
2.6 Employ and post classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. <div style="float: right;">□ □ □ □</div>		
2.7 Using instructional time to optimize learning to include implementing the schedule of required minutes and services with aides and support staff. (Speech, OT, etc) <div style="float: right;">□ □ □ □</div>		
2.8 Ensure non-instructional time is used to prepare for high quality instruction in accordance with student IEP goals and grade level learning expectations. <div style="float: right;">□ □ □ □</div>		
<b>COMMENTS</b>		
<b>STANDARD 3 – Understanding and Organizing Subject Matter for Student Learning</b> <div style="float: right; text-align: right;">4 3 2 1</div>		
3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks. <div style="float: right;">□ □ □ □</div>		
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter. <div style="float: right;">□ □ □ □</div>		
3.3 Organizing curriculum to facilitate student understanding of subject matter. <div style="float: right;">□ □ □ □</div>		
3.4 Utilizing instructional strategies that are appropriate to the subject matter. <div style="float: right;">□ □ □ □</div>		
3.5 Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to students. <div style="float: right;">□ □ □ □</div>		
3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content. <div style="float: right;">□ □ □ □</div>		
<b>COMMENTS</b>		
<b>STANDARD 4 – Planning Instruction &amp; Designing Learning Experiences for All Students</b> <div style="float: right; text-align: right;">4 3 2 1</div>		

- |     |   |   |
|-----|---|---|
| 4.1 | Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.                         | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 4.2 | Establishing and articulating goals for student learning to include general education teachers and support staff in accordance with each student IEP.               | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 4.3 | Developing and sequencing long term and short term instructional plans to support student learning.   | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 4.4 | Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.   | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 4.5 | Adapting written and specific instructional plans and curricular materials to meet the assessed learning needs of all students in accordance with each student IEP. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

COMMENTS

**STANDARD 5 -- Assessing Students for Learning**

4 3 2 1

- |     |  |   |
|-----|--|---|
| 5.1 | Applying knowledge of the purposes, characteristics, and uses of different district/site approved assessments.                               | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 5.2 | Collecting and analyzing assessment data from a variety of sources to inform instruction.  | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 5.3 | Reviewing data, both individually and with colleagues, to monitor student learning.  | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 5.4 | Using assessment data to establish learning goals and to plan, differentiate, and modify instruction within the various legal IEP timelines. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 5.5 | Involving all students and stakeholders in goal setting, in self-assessment (as needed), and monitoring academic and behavioral progress.    | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 5.6 | Using available technologies to assist in assessment, analysis and communication of student learning.  | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 5.7 | Using assessment information to share timely and comprehensible feedback with stakeholders.  | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

COMMENTS

**STANDARD 6 -- Developing as a Professional Educator**

4 3 2 1

- |     |  |   |
|-----|--|---|
| 6.1 | Reflecting on teaching practice in support of student learning to include the co-teaching model when appropriate.              | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 6.2 | Establishing professional goals and engaging in continuous and purposeful professional growth and development.                 | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 6.3 | Collaborating with colleagues, administration, and the broader professional community to support teacher and student learning. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 6.4 | Working with families to support student learning.   | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 6.5 | Value and respect the culture of our students and their communities; appreciate the role of the community in student learning. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 6.6 | Managing professional responsibilities to maintain motivation and commitment to all students.                                  | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 6.7 | Demonstrating professional responsibility, integrity and ethical conduct.  | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

COMMENTS

**STANDARD 7 -- BCSD Professional Responsibilities for Teachers**

4 3 2 1

- |     |  |   |
|-----|--|---|
| 7.1 | Implements the Values, Vision and Mission in accordance with the District Local Education Plan and policies.   | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 7.2 | Plans and coordinates the work of instructional assistants or other paraprofessionals when applicable*<br>* (if paraprofessionals are assigned to teacher) | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 7.3 | Supervise students in out-of-classroom activities as designated by the site administrator.   | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 7.4 | Progress made on 10.0 goals.   | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 7.5 | All legal IEP timelines are met.   | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

COMMENTS

**COMMENDATIONS AND RECOMMENDATIONS:**

At the conference, the evaluatee shall sign and receive a copy of this form. Signing the evaluation does not necessarily indicate the evaluatee's agreement, but does show the evaluatee has received a copy. If the evaluatee is not in agreement, a written rebuttal may be filed with Human Resources, not later than 10 (working) days after the conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATOR'S NAME \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_

7/27/2021

# BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street  
Bakersfield, California 93305  
Human Resources

## SUMMATIVE EVALUATION OF ACADEMIC COACH, ACADEMIC PROGRAM LEADER

/

TEACHER	GRADE	SCHOOL & SCHOOL YEAR
Indicate Classification: <input type="checkbox"/> Temporary <input type="checkbox"/> Intern/Probationary 0 <input type="checkbox"/> Probationary I <input type="checkbox"/> Probationary II <input type="checkbox"/> Permanent		Quantity: Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year One (1) evaluation every other year unless on Improvement Plan
		Dates: <input type="checkbox"/> Prelim ____ <input type="checkbox"/> Final ____ Met all Standards ____
4. Meets Standards	3. Progressing towards	2. Needs Improvement
1. Unsatisfactory-Does not meet Standards		
<b>STANDARD 1 – Engaging and Supporting All Students in Learning</b>		
1.1 Knowing and understanding the needs of students to engage them in learning.		
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.		
1.3 Connecting subject matter to meaningful, real-life contexts.		
1.4 Providing professional development in how to use a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.		
1.5 Promoting critical thinking through inquiry, problem solving and reflection.		
1.6 Demonstrating support and coaching to monitor student learning and adjust instruction while teaching.		
COMMENTS		
<b>STANDARD 2 – Creating and Maintaining Effective Environments for Student Learning</b>		
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.		
2.2 Creating and/or promoting physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.		
2.3 Supporting learning environments that are physically, intellectually, and emotionally safe.		
2.4 Creating and/or promoting a rigorous learning environment with high expectations and appropriate support for all students.		
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.		
2.6 Providing support and coaching for classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.		
2.7 Providing support and coaching in the use of instructional time to optimize learning.		
COMMENTS		
<b>STANDARD 3 -- Understanding and Organizing Subject Matter for Student Learning</b>		
3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks.		
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.		
3.3 Organizing curriculum to facilitate student understanding of subject matter.		
3.4 Utilizing instructional strategies that are appropriate to the subject matter.		
3.5 Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to students.		
3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content.		
COMMENTS		
<b>STANDARD 4 -- Planning Instruction &amp; Designing Learning Experiences for All Students</b>		
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.		
4.2 Establishing and articulating goals for student learning.		
4.3 Developing and sequencing long term and short term instructional plans to support student learning.		

- 4.4 Supporting instruction that incorporates appropriate strategies to meet the learning needs of all students.
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.


COMMENTS

#### STANDARD 5 -- Assessing Students for Learning

- 5.1 Coaching the application of knowledge of the purposes, characteristics, and uses of different types of assessments.
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning.
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
- 5.5 Coaching instructional staff in effectively involving all students in self-assessment, goal setting, and monitoring progress.
- 5.6 Using available technologies to assist in assessment, analysis and communication of student learning.
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families.

4	3	2	1

COMMENTS

#### STANDARD 6 -- Developing as a Professional Educator

- 6.1 Reflecting on coaching provided to enhance and improve student learning.
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- 6.3 Collaborating with colleagues and the broader professional community to enhance and improve teacher and student learning.
- 6.4 Working with families to enhance and improve student learning.
- 6.5 Valuing and respecting the culture of our students and their communities; appreciating the role of the community in student learning.
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity and ethical conduct.

4	3	2	1

COMMENTS

#### STANDARD 7 -- BCSD Professional Responsibilities for Support Staff

- 7.1 Implements the Values, Vision and Mission in accordance with the District Local Education Plan and policies.
- 7.2 Plans and coordinates the work of instructional assistants or other paraprofessionals when applicable\*  
\* (if paraprofessionals are assigned to teacher)
- 7.3 Supervises students in out-of-classroom activities as designated by the site administrator.
- 7.4 Progress made on 10.0 goals.
- 7.5 Record keeping as assigned
- 7.6 Participates and facilitates professional growth activities and trainings.
- 7.7 Provides training and support in current technology practices, instructional practices, and curriculum enhance, improve and support teachers and student learning.

4	3	2	1

COMMENTS

#### COMMENDATIONS AND RECOMMENDATIONS:

At the conference, the evaluatee shall sign and receive a copy of this form. Signing the evaluation does not necessarily indicate the evaluatee's agreement, but does show the evaluatee has received a copy. If the evaluatee is not in agreement, a written rebuttal may be filed with Human Resources, not later than 10 (working) days after the conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATOR'S NAME \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_

7/27/2021

# BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street

Bakersfield, California 93305

Human Resources

## SUMMATIVE EVALUATION OF NON-TEACHING PERFORMANCE OFFICE TEACHER, ACADEMY SPECIALIST

/

TEACHER	GRADE	SCHOOL & SCHOOL YEAR
Indicate Classification: <input type="checkbox"/> Temporary <input type="checkbox"/> Intern/Probationary 0 <input type="checkbox"/> Probationary I <input type="checkbox"/> Probationary II <input type="checkbox"/> Permanent	Quantity: Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year One (1) evaluation every other year unless on Improvement Plan	Dates: <input type="checkbox"/> Prelim _____ <input type="checkbox"/> Final _____ Met all Standards _____
4. Satisfactory-Meets Standards	3. Progressing towards	2. Needs Improvement
1. Unsatisfactory-Does not meet Standards		

### STANDARD 1 – Engaging and Supporting All Students in Learning

4 3 2 1

- 1.1 Knowing and understanding the needs of students to engage them in learning.
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.
- 1.3 Connecting subject matter to meaningful, real-life contexts.
- 1.4 Promoting a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.
- 1.5 Promoting critical thinking through inquiry, problem solving and reflection.
- 1.6 Monitoring student learning and instruction as appropriate.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

### STANDARD 2 -- Creating and Maintaining Effective Environments for Student Learning

4 3 2 1

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.
- 2.2 Creating and/or promoting physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.
- 2.4 Creating and/or promoting a rigorous learning environment with high expectations and appropriate support for all students.
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior.
- 2.6 Employing routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

### STANDARD 3 -- Understanding and Organizing Subject Matter for Student Learning

4 3 2 1

- 3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks.
- 3.2 Promoting the application of knowledge of student development and proficiencies to ensure student understanding of subject matter.
- 3.3 Promoting and monitoring the use of and adaptation of resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to students.
- 3.4 Addressing the needs of English Learners and students with special needs to provide equitable access to the content.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

### STANDARD 4 -- Planning Instruction & Designing Learning Experiences for All Students

4 3 2 1

- 4.1 Establishing and articulating goals for student learning as appropriate to the position of \_\_\_\_\_.
- 4.2 Promoting and assisting with the development and sequencing of long term and short term instructional plans to support student learning.
- 4.3 Monitoring and assisting with planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
- 4.4 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students as appropriate.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS



**STANDARD 5 -- Assessing Students for Learning**

4 3 2 1

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning.
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
- 5.5 Supporting and monitoring instructional staff in effectively involving all students in self-assessment, goal setting, and monitoring progress.
- 5.6 Using available technologies to assist in assessment, analysis and communication of student learning.
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families.


**COMMENTS****STANDARD 6 -- Developing as a Professional Educator**

4 3 2 1

- 6.1 Reflecting on current practice in support of student learning.
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.
- 6.4 Working with families to support student learning.
- 6.5 Valuing and respecting the culture of our students and their communities; appreciating the role of the community in student learning.
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity and ethical conduct.


**COMMENTS****STANDARD 7 -- BCSD Professional Responsibilities for Non-Teaching Certificated Staff**

4 3 2 1

- 7.1 Implements the Values, Vision and Mission in accordance with the District Local Education Plan and policies.
- 7.2 Plans and coordinates the work of instructional assistants or other paraprofessionals when applicable\*  
\* (if paraprofessionals are assigned to teacher)
- 7.3 Supervises students in out-of-classroom activities as designated by the site administrator.
- 7.4 Progress made on 10.0 goals.


**COMMENTS****COMMENDATIONS AND RECOMMENDATIONS:**

At the conference, the evaluatee shall sign and receive a copy of this form. Signing the evaluation does not necessarily indicate the evaluatee's agreement, but does show that the evaluatee has received a copy. If the evaluatee is not in agreement, a written rebuttal may be filed with Human Resources, not later than 10 (working) days after the conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATOR'S NAME \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_

7/27/2021

**BAKERSFIELD CITY SCHOOL DISTRICT**

Education Center – 1300 Baker Street  
Bakersfield, California 93305  
Human Resources

**TEACHER-TUTOR EVALUATION**

/

TEACHER-TUTOR	GRADE LEVEL(S)	SCHOOL & SCHOOL YEAR
____ Start Date    ____ End Date    ____ Number of Days		
*Must Evaluate by December 1 <sup>st</sup> .		

4. Meets Standards      3. Progressing towards      2. Needs Improvement      1. Unsatisfactory-Does not meet Standards

**I. STUDENT ACHIEVEMENT, INSTRUCTIONAL STRATEGIES, AND CURRICULUM**

4 3 2 1

- |   |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Demonstrates knowledge of curricular areas of responsibility | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Establishes appropriate expectations for student learning    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Demonstrates skill in planning and organizing work           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Uses instructional strategies appropriate to the grade level | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Provides for student learning differences and special needs  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F. Evaluates student learning on an ongoing basis               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| G. Maintains appropriate records of student progress            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| H. Uses materials and equipment appropriately                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**II. PROFESSIONAL AND NON-INSTRUCTIONAL DUTIES**

4 3 2 1

- |   |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. Establishes professional relationships with other staff members                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Establishes a relationship with students based on fairness and respect.                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Supervises students in out-of-classroom activities as designated by the site administrator | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**III. COMMENTS**

At the conference, the evaluatee shall sign and receive a copy of this form. Signing the evaluation does not necessarily indicate the evaluatee's agreement, but does show that the evaluatee has received a copy. If the evaluatee is not in agreement, a written rebuttal may be filed with Human Resources, not later than 10 (working) days after the conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATOR'S NAME \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_

Revised 10/1/2017

# BAKERSFIELD CITY SCHOOL DISTRICT

Education Center ~ 1300 Baker Street

Bakersfield, California 93305

Human Resources

## SCHOOL NURSE EVALUATION

/

NURSE		ASSIGNMENT	SCHOOL & SCHOOL YEAR	
Indicate Classification: <input type="checkbox"/> Probationary I <input type="checkbox"/> Probationary II <input type="checkbox"/> Permanent		Quantity: Two (2) evaluations per year Two (2) evaluations per year One (1) evaluation unless on Improvement Plan	Dates: <input type="checkbox"/> Prelim _____ <input type="checkbox"/> Final _____ Met all Standards _____	
4. Meets Standards	3. Progressing towards	2. Needs Improvement	1. Unsatisfactory-Does not meet Standards	
<b>STANDARD 1 - ASSESSMENT</b>			4	3 2 1
1.1 Performs annual review of health forms and records from providers and upon enrollment of students seeks out information from parent/guardian, teachers, health care providers, and others; reviews various health-related forms (asthma, seizures, diabetes, special procedures, medication, and immunizations).			<input type="checkbox"/>	<input type="checkbox"/>
1.2 Demonstrates proper physical assessment techniques; uses assessment tools appropriate to the situation; performs/utilizes results of individual and mass screening. Case manages students whose health problem interferes with academic success.			<input type="checkbox"/>	<input type="checkbox"/>
1.3 Maintains student health records and nursing care plans. Use appropriate documentation tools and forms; keeps professional nursing notes, narrative notes, and electronic records.			<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
<b>STANDARD 2 - DIAGNOSIS</b>			4	3 2 1
2.1 Analyzes assessment data; uses available care plan resources to derive diagnoses using standardized nursing language.			<input type="checkbox"/>	<input type="checkbox"/>
2.2 Documents identified health problem, issue, or nursing diagnosis on nursing care plans, classroom health care plans and case management forms using appropriate language.			<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
<b>STANDARD 3 - OUTCOMES IDENTIFICATION</b>			4	3 2 1
3.1 Communicates with student, parent/guardian, providers, and others regarding problem, expected outcome, available resources and time frame (i.e. conferences, letters, phone calls, home visits).			<input type="checkbox"/>	<input type="checkbox"/>
3.2 Documents goals and expected outcomes on nursing care plans and classroom health care plans using standardized language.			<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
<b>STANDARD 4 - PLANNING</b>			4	3 2 1
4.1 Refers to care plan resources in development of plan; individualizes as appropriate for student's situation; develops interventions for each diagnosis in the care plan (Individual Healthcare Plans, Emergency Care Plans, classroom health care plans, diabetic care plans, etc.)			<input type="checkbox"/>	<input type="checkbox"/>
4.2 Participates in conferences with student and parent/guardian; participates in interdisciplinary group meetings/conferences; include strategies that direct the care provided by others (Unlicensed Assistive Personnel or other designated caregivers).			<input type="checkbox"/>	<input type="checkbox"/>
4.3 Uses standardized nursing language in the nursing care plan. Uses terminology appropriate for non-health care professionals in care plans that are shared with staff and parent/guardian (Emergency Health Plans, Individual Healthcare Plans, classroom health care plans, etc.).			<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS				
<b>STANDARD 5 - IMPLEMENTATION</b>			4	3 2 1
5.1 Collaborates with students, parent/guardian and caregivers as needed for medical concerns.			<input type="checkbox"/>	<input type="checkbox"/>
5.2 Derives interventions from reputable, professional sources.			<input type="checkbox"/>	<input type="checkbox"/>
5.3 Identifies community resources and assists students, families, and staff to access them.			<input type="checkbox"/>	<input type="checkbox"/>
5.4 Documents progress/intervention and recommendation of nursing care plan in the student information system.			<input type="checkbox"/>	<input type="checkbox"/>
5.5 Provides care to ill and injured according to standards of care; oversees delivery of prescribed interventions and supervises activities of school staff providing care.			<input type="checkbox"/>	<input type="checkbox"/>

- 5.6 Counsels students and refers to appropriate school staff and outside agencies as needed.
- 5.7 Initiates plan per established procedure and provides oversight and supervision throughout the year.


COMMENTS

#### STANDARD 5. A. - COORDINATION OF CARE

- 5.A.1 Collaborates with principal to identify and designate Unlicensed Assistive Personnel who are best suited for delivery of care.
- 5.A.2 Provides individual and group education of staff members related to students' needs and plans of care; trains staff in performing health care tasks, procedures and maintains training records (medication administration, asthma care, diabetes care, seizure care, catheterizations, tube feedings, etc.).
- 5.A.3 Shares individual health plans with appropriate staff and monitors to ensure plan is followed.
- 5.A.4 Maintains student information system, training rosters, delegation (skills training) records, and medication audits.

4	3	2	1

--	--	--	--

--	--	--	--

--	--	--	--

COMMENTS

#### STANDARD 5. B. - HEALTH TEACHING AND HEALTH PROMOTION

- 5.B.1 Maintains records of teaching whether individual, or groups, maintains rosters/agendas.
- 5.B.2 Assists teachers/staff in providing health education instruction; acts as a referral source for the school.
- 5.B.3 Provides education to various groups such as parent groups, school staff, community groups; coordinates education of staff regarding diabetes, asthma, anaphylaxis, blood borne pathogens, medication administration; interprets students' health needs to school personnel through interdisciplinary teams; shares Individual Healthcare Plans Emergency Care Plans, diabetic care plans and other plans of care with staff related to individual students.
- 5.B.4 Supervises students in individual and/or small group setting when seeking health care, health education, self-help skills and/or medical management.

4	3	2	1
---	---	---	---

--	--	--	--

--	--	--	--

--	--	--	--

--	--	--	--

COMMENTS

#### STANDARD 5. C. - CONSULTATION

- 5.C.1 Consults with nurse colleagues, nurse supervisor, health care providers, health agencies, regional, state, and national consultants.
- 5.C.2 Solicits completion of appropriate medical order, per protocol; records correspondence with providers and other professionals.

4	3	2	1
---	---	---	---

--	--	--	--

--	--	--	--

COMMENTS

#### STANDARD 6 - EVALUATION

- 6.1 Provides systematic follow-up for students with ongoing or unresolved health issues; refers to Individual Healthcare Plan on a regular basis to evaluate outcomes.
- 6.2 Interacts with students, families, staff, and providers in an effort to provide feedback and evaluate desired outcome; makes effort to secure care for identified problem.
- 6.3 Documents status of interventions/goals on student information system; maintains systematic record keeping for students with unresolved and/or pending issues.

4	3	2	1
---	---	---	---

--	--	--	--

--	--	--	--

--	--	--	--

COMMENTS

#### STANDARD 7 - ETHICS

- 7.1 Reviews resources annually and refers to them as needed.
- 7.2 Labels records "Confidential" as appropriate.
- 7.3 Secures privacy of records whether hard copies or electronic.

4	3	2	1
---	---	---	---

--	--	--	--

--	--	--	--

--	--	--	--

COMMENTS

#### STANDARD 8 - EDUCATION and STANDARD 9 - PRACTICE AND RESEARCH

- 8.1 Seeks out Continuing Education opportunities to develop or enhance clinical skills, maintains certifications/credentials for required work activities (CPR, screening skills, BBP updates, etc.); Subscribes to professional journals/school health-related websites; enrolls in advanced degree program.
- 9.1 Stays abreast of current health and practice issues; applies knowledge to practice.
- 9.2 Recommends changes dependent on evidence-based practice and shares rationale with others so that they understand reason for change.

4	3	2	1
---	---	---	---

--	--	--	--

--	--	--	--

--	--	--	--

## COMMENTS

### STANDARD 10 - QUALITY OF PRACTICE

- 10.1 Collects data for school health services reports and Quality Improvement activities, collects data for daily and monthly activity reports, performs medication audits, participates in ongoing review of policies and procedures, and keeps record of ideas for changes and shares at staff meetings.

4 3 2 1  
☐ ☐ ☐ ☐

#### COMMENTS

### STANDARD 11 - COMMUNICATION

- 11.1 Reports to principal and supervisor observations or concerns; provides written follow-up of concern.  
11.2 Effectively communicates with principal and school staff; establishes rapport with students, families, and colleagues.

4 3 2 1  
☐ ☐ ☐ ☐  
☐ ☐ ☐ ☐

#### COMMENTS

### STANDARD 12 - LEADERSHIP and STANDARD 13 - COLLABORATION

- 12.1 Collaborates with principal, supervisor, and other leaders to enhance school health practices to promote learning.  
12.2 Serves on student interdisciplinary team, 504 Team and/or IEP Team, and School Health Advisory Council.  
13.1 Confers with teachers, parents, providers, other support personnel and outside agencies.

4 3 2 1  
☐ ☐ ☐ ☐  
☐ ☐ ☐ ☐  
☐ ☐ ☐ ☐

#### COMMENTS

### STANDARD 14 - PROFESSIONAL PRACTICE

- 14.1 Identifies strengths and areas for professional growth as a part of annual evaluation process; maintains examples of practice throughout school year based on professional standards of practice.  
14.2 Solicits input from supervisor, peers, principals and others; uses that information to improve practice.  
14.3 Acknowledges mistakes and errors and identifies corrective course of action.

4 3 2 1  
☐ ☐ ☐ ☐  
☐ ☐ ☐ ☐  
☐ ☐ ☐ ☐

#### COMMENTS

### STANDARD 15 - RESOURCE UTILIZATION

- 15.1 Identifies students who do not have health care and provides outreach to families; refers students to available resources; documents referrals/outcome.

4 3 2 1  
☐ ☐ ☐ ☐

#### COMMENTS

### STANDARD 16 - ENVIRONMENTAL HEALTH

- 16.1 Supports and advocates for a safe environment by identifying and addressing issues with principal and appropriate school staff.

4 3 2 1  
☐ ☐ ☐ ☐

#### COMMENTS

### STANDARD 17 - PROGRAM MANAGEMENT

- 17.1 Maintains programs per health services protocol.  
17.2 Implements new programs as identified by health services program or as identified in collaboration with individual principals.

4 3 2 1  
☐ ☐ ☐ ☐  
☐ ☐ ☐ ☐

#### COMMENTS

### STANDARD 18 - BCSD PROFESSIONAL RESPONSIBILITIES FOR NURSES

- 18.1 Demonstrates knowledge of the District's Values, Vision, and Mission, Health Services, Coordinated School Health, School Wellness Policy, Local Education Plan, Local Control Accountability Plan and district policies.  
18.2 Progress made on 10.0 goals.

4 3 2 1  
☐ ☐ ☐ ☐  
☐ ☐ ☐ ☐

#### COMMENTS

## COMMENDATIONS AND RECOMMENDATIONS:

At the conference, the evaluatee shall sign and receive a copy of this form. Signing the evaluation does not necessarily indicate the evaluatee's agreement, but does show th the evaluatee has received a copy. If the evaluatee is not in agreement, a written rebuttal may be filed with Human Resources, not later than 10 (working) days after the conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATOR'S NAME \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_

09-04-2020

REVISED 2017-18 in accordance with the Standards approved by the National Association of School Nurses.

# BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street

Bakersfield, California 93305

Human Resources

## SUMMATIVE EVALUATION OF SPEECH PATHOLOGIST PERFORMANCE

/

SPEECH PATHOLOGIST	GRADE	SCHOOL & SCHOOL YEAR
Indicate Classification: <input type="checkbox"/> Temporary <input type="checkbox"/> Intern/Probationary 0 <input type="checkbox"/> Probationary I <input type="checkbox"/> Probationary II <input type="checkbox"/> Permanent	Quantity: Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year One (1) evaluation every other year unless on Improvement Plan	Dates: <input type="checkbox"/> Prelim _____ <input type="checkbox"/> Final _____ Met all Standards _____

4. Meets Standards

3. Progressing towards

2. Needs Improvement

1. Unsatisfactory-Does not meet Standards

### STANDARD 1 – Prevention

- 1.1 Promotes healthy lifestyle practices for the prevention of conditions that result in communication disorders in education settings.
- 1.2 Uses a variety of instructional strategies, resources, and technologies in prevention communication.
- 1.3 Foster's others' awareness of communication disorders and their prevention.

4	3	2	1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

### STANDARD 2 – Identification

- 2.1 Administers, scores, analyzes, and interprets results of screening protocols accurately.
- 2.2 Makes appropriate recommendations.
- 2.3 Obtains information from a variety of sources, including interviews, file review, questionnaires, checklists, and minutes of meetings to gather relevant information.
- 2.4 Relates case history information to purpose and outcomes of evaluation.
- 2.5 Uses tools, protocols, and strategies that are the most current and evidence based.
- 2.6 Strategies and tools are related to the population(s) served.

4	3	2	1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

### STANDARD 3 – Evaluation

- 3.1 Integrates all results from the evaluation process and develops diagnostic impressions.
- 3.2 Constructs a developmental profile.
- 3.3 Develops a functional needs profile.
- 3.4 Collaborates with members of the educational team to synthesize information from the evaluation to determine if there is a disability and its level of severity.
- 3.5 Collaborates with members of the educational team to synthesize information from the evaluation to determine the extent of its impact on learning.
- 3.6 Collaborates with members of the educational team to synthesize information from the evaluation to determine eligibility for speech, language, and/or hearing services.
- 3.7 Contributes to the IEP process to ensure due process and access to free and appropriate public education in the least restrictive environment for the student.

4	3	2	1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

### STANDARD 4 – Intervention

- 4.1 Collaborates with the educational team to create curriculum based intervention plans that includes educationally relevant and measurable long-term goals.
- 4.2 Collaborates with the educational team to create curriculum based intervention plans that includes educationally relevant and measurable short-term goals or benchmarks related to the goals.
- 4.3 Chooses service delivery model(s) that meets the needs of individual students.
- 4.4 Prepares for intervention sessions thoroughly by organizing materials.
- 4.5 Prepares for intervention sessions thoroughly by selecting / adapting materials, equipment, devices to meet students' needs.

4	3	2	1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- 4.6 Prepares for intervention sessions thoroughly by incorporating academic / instruction / curriculum into intervention strategies to achieve communication goals.
- 4.7 Accommodates students' unique learning styles.
- 4.8 Develops strategies for students' successful participation in the classroom / curriculum.
- 4.9 Provides sufficient and effective learning opportunities.
- 4.10 Constructs culturally, linguistically and developmentally appropriate learning activities.
- 4.11 Uses instructional language that is consistent with students' comprehension levels.


COMMENTS

#### STANDARD 5 -- Overall

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning.
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress.
- 5.6 Using available technologies to assist in assessment, analysis and communication of student learning.
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families.

4	3	2	1

COMMENTS

#### STANDARD 6 -- Developing as a Professional Educator

- 6.1 Reflecting on practice in support of student learning.
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- 6.3 Collaborating with colleagues and the broader professional community to support educator and student learning.
- 6.4 Working with families to support student learning.
- 6.5 Value and respect the culture of our students and their communities; appreciate the role of the community in student learning.
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity and ethical conduct.

4	3	2	1

COMMENTS

#### STANDARD 7 -- BCSD Professional Responsibilities for Speech Pathologists

- 7.1 Implements the Values, Vision and Mission in accordance with the District Local Education Plan and policies.
- 7.2 Plans and coordinates the work of instructional assistants or other paraprofessionals when applicable\*  
\* (if paraprofessionals are assigned to teacher)
- 7.3 Supervise students in out-of-classroom activities as designated by the site administrator.
- 7.4 Progress made on 10.0 goals.

4	3	2	1

COMMENTS

#### COMMENDATIONS AND RECOMMENDATIONS:

At the conference, the evaluatee shall sign and receive a copy of this form. Signing the evaluation does not necessarily indicate the evaluatee's agreement, but does show the evaluatee has received a copy. If the evaluatee is not in agreement, a written rebuttal may be filed with Human Resources, not later than 10 (working) days after the conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATOR'S NAME \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_

7/27/2021



BAKERSFIELD CITY SCHOOL DISTRICT  
Education Center – 1300 Baker Street  
Bakersfield, California 93305  
Human Resources

**RECOMMENDATIONS FOR IMPROVEMENT – TEACHER**

/

NAME	POSITION AND ASSIGNMENT	SCHOOL & SCHOOL YEAR
ITEM NO.	The evaluator will identify areas of concern, state what help has been provided, make specific recommendations for improvement, and describe the future assistance to be provided to the evaluatee.	
STANDARD 1  Engaging and Supporting All Students in Learning	Standard (      ): Assistance Provided to Date: Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 2  Creating and Maintaining Effective Environments for Student Learning	Standard (      ): Assistance Provided to Date: Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 3  Understanding and Organizing Subject Matter for Student Learning	Standard (      ): Assistance Provided to Date: Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 4  Planning Instruction & Designing Learning Experiences for All Students	Standard (      ): Assistance Provided to Date: Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 5  Assessing Students for Learning	Standard (      ): Assistance Provided to Date: Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	

<b>STANDARD 6</b>  Developing as a Professional Educator	Standard (     ): _____ Assistance Provided to Date: _____ Teacher Responsibility: _____ Assistance to be Provided: _____ Evidence: _____ Timeline: _____
<b>STANDARD 7</b>  BCSD Professional Responsibilities for Teachers	Standard (     ): _____ Assistance Provided to Date: _____ Teacher Responsibility: _____ Assistance to be Provided: _____ Evidence: _____ Timeline: _____

(     ) – to indicate specific number within the Standard (i.e. 1.2, 3.1, etc.).

After a conference, the evaluator should give a copy of the above summary to the evaluatee. Signing the form does not necessarily mean that the employee concurs, but does show that the evaluatee has received a copy. This shall be done at the time of the conference. If the evaluatee is not in agreement, the evaluatee should give reasons in writing and file a copy with both the evaluator and Human Resources not later than 10 days following below listed time of conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATEE'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_  
*(Teacher's signature is acknowledgement, not an endorsement)*

BAKERSFIELD CITY SCHOOL DISTRICT  
Education Center – 1300 Baker Street  
Bakersfield, California 93305  
Human Resources

**RECOMMENDATIONS FOR IMPROVEMENT – NON-TEACHING**

/

NAME	POSITION AND ASSIGNMENT	SCHOOL & SCHOOL YEAR
ITEM NO.	The evaluator will identify areas of concern, state what help has been provided, make specific recommendations for improvement, and describe the future assistance to be provided to the evaluatee.	
STANDARD 1  Engaging and Supporting All Students in Learning	Standard (      ): Assistance Provided to Date: Non-Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 2  Creating and Maintaining Effective Environments for Student Learning	Standard (      ): Assistance Provided to Date: Non-Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 3  Understanding and Organizing Subject Matter for Student Learning	Standard (      ): Assistance Provided to Date: Non-Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 4  Planning Instruction & Designing Learning Experiences for All Students	Standard (      ): Assistance Provided to Date: Non-Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 5  Assessing Students for Learning	Standard (      ): Assistance Provided to Date: Non-Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	

<b>STANDARD 6</b>  Developing as a Professional Educator	Standard (        ): _____ Assistance Provided to Date: _____ Non-Teacher Responsibility: _____ Assistance to be Provided: _____ Evidence: _____ Timeline: _____
<b>STANDARD 7</b>  BCSD Professional Responsibilities for Non-Teaching Certificated Staff	Standard (        ): _____ Assistance Provided to Date: _____ Non-Teacher Responsibility: _____ Assistance to be Provided: _____ Evidence: _____ Timeline: _____

( \_\_\_\_\_ ) – to indicate specific number within the Standard (i.e. 1.2, 3.1, etc.).

After a conference, the evaluator should give a copy of the above summary to the evaluatee. Signing the form does not necessarily mean that the employee concurs, but does show that the evaluatee has received a copy. This shall be done at the time of the conference. If the evaluatee is not in agreement, the evaluatee should give reasons in writing and file a copy with both the evaluator and Human Resources not later than 10 days following below listed time of conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATEE'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_

*(Non-Teacher's signature is acknowledgement, not an endorsement)*

BAKERSFIELD CITY SCHOOL DISTRICT  
Education Center – 1300 Baker Street  
Bakersfield, California 93305  
Human Resources

**RECOMMENDATIONS FOR IMPROVEMENT – TEACHER TUTOR**

/

NAME	POSITION AND ASSIGNMENT	SCHOOL & SCHOOL YEAR
ITEM NO.	The evaluator will identify areas of concern, state what help has been provided, make specific recommendations for improvement, and describe the future assistance to be provided to the evaluatee.	
I. Student Achievement, Instructional Strategies, and Curriculum	Area (      ): Assistance Provided to Date: Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
II. Professional and Non-Instructional Duties	Area (      ): Assistance Provided to Date: Teacher Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	

( \_\_\_\_ ) – to indicate specific number within the Area (i.e. I.A, II.2, etc.).

After a conference, the evaluator should give a copy of the above summary to the evaluatee. Signing the form does not necessarily mean that the employee concurs, but does show that the evaluatee has received a copy. This shall be done at the time of the conference. If the evaluatee is not in agreement, the evaluatee should give reasons in writing and file a copy with both the evaluator and Human Resources not later than 10 days following below listed time of conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATEE'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_  
*(Teacher's signature is acknowledgement, not an endorsement)* 7/26/2021

BAKERSFIELD CITY SCHOOL DISTRICT  
Education Center – 1300 Baker Street  
Bakersfield, California 93305  
Human Resources

**RECOMMENDATIONS FOR IMPROVEMENT – SCHOOL NURSE**

/

NAME	POSITION AND ASSIGNMENT	SCHOOL & SCHOOL YEAR
ITEM NO.	The evaluator will identify areas of concern, state what help has been provided, make specific recommendations for improvement, and describe the future assistance to be provided to the evaluatee.	
STANDARD 1  Assessment	Standard (        ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 2  Diagnosis	Standard (        ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 3  Outcomes Identification	Standard (        ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 4  Planning	Standard (        ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 5  Implementation	Standard (        ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	

STANDARD 5.A. Coordination of Care	Standard (     ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: Timeline:
STANDARD 5.B. Health Teaching and Health Promotion	Standard (     ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: Timeline:
STANDARD 5.C. Consultation	Standard (     ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: Timeline:
STANDARD 6 Evaluation	Standard (     ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: Timeline:
STANDARD 7 Ethics	Standard (     ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: Timeline:
STANDARD 8 Education	Standard (     ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: Timeline:
STANDARD 9 Evidence Based Practice and Research	Standard (     ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: Timeline:

STANDARD 10 Quality of Practice	Standard (      ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>
STANDARD 11 Communication	Standard (      ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>
STANDARD 12 Leadership	Standard (      ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>
STANDARD 13 Collaboration	Standard (      ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>
STANDARD 14 Professional Practice	Standard (      ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>
STANDARD 15 Resource Utilization	Standard (      ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>
STANDARD 16 Environmental Health	Standard (      ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>



<b>STANDARD 17</b>  <b>Program Management</b>	Standard (        ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: _____ Timeline: _____
<b>STANDARD 18</b>  <b>BCSD Professional Responsibilities for Nurses</b>	Standard (        ): Assistance Provided to Date: Nurse Responsibility: Assistance to be Provided: Evidence: _____ Timeline: _____

( \_\_\_\_\_ ) – to indicate specific number within the Standard (I.e. 1.2, 3.1, etc.).

After a conference, the evaluator should give a copy of the above summary to the evaluatee. Signing the form does not necessarily mean that the employee concurs, but does show that the evaluatee has received a copy. This shall be done at the time of the conference. If the evaluatee is not in agreement, the evaluatee should give reasons in writing and file a copy with both the evaluator and Human Resources not later than 10 days following below listed time of conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATEE'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_  
*(Nurse's signature is acknowledgement, not an endorsement)*

BAKERSFIELD CITY SCHOOL DISTRICT  
Education Center – 1300 Baker Street  
Bakersfield, California 93305  
Human Resources

**RECOMMENDATIONS FOR IMPROVEMENT – SPEECH PATHOLOGIST**

/

NAME	POSITION AND ASSIGNMENT	SCHOOL & SCHOOL YEAR
ITEM NO.	The evaluator will identify areas of concern, state what help has been provided, make specific recommendations for improvement, and describe the future assistance to be provided to the evaluatee.	
STANDARD 1  Prevention	Standard (      ): Assistance Provided to Date: Pathologist Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 2  Identification	Standard (      ): Assistance Provided to Date: Pathologist Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 3  Evaluation	Standard (      ): Assistance Provided to Date: Pathologist Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 4  Intervention	Standard (      ): Assistance Provided to Date: Pathologist Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	
STANDARD 5  Overall	Standard (      ): Assistance Provided to Date: Pathologist Responsibility: Assistance to be Provided: Evidence: <span style="float: right;">Timeline:</span>	

<b>STANDARD 6</b>  Developing as a Professional Educator	Standard (        ): _____ Assistance Provided to Date: _____ Pathologist Responsibility: _____ Assistance to be Provided: _____ Evidence: _____ Timeline: _____
<b>STANDARD 7</b>  BCSD Professional Responsibilities for Speech Pathologist	Standard (        ): _____ Assistance Provided to Date: _____ Pathologist Responsibility: _____ Assistance to be Provided: _____ Evidence: _____ Timeline: _____

( \_\_\_\_ ) – to indicate specific number within the Standard (i.e. 1.2, 3.1, etc.).

After a conference, the evaluator should give a copy of the above summary to the evaluatee. Signing the form does not necessarily mean that the employee concurs, but does show that the evaluatee has received a copy. This shall be done at the time of the conference. If the evaluatee is not in agreement, the evaluatee should give reasons in writing and file a copy with both the evaluator and Human Resources not later than 10 days following below listed time of conference.

CONFERENCE DATE \_\_\_\_\_ CONFERENCE TIME \_\_\_\_\_

EVALUATEE'S SIGNATURE \_\_\_\_\_ EVALUATOR'S SIGNATURE \_\_\_\_\_  
*(Pathologist's signature is acknowledgement, not an endorsement)*

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Education Center – 1300 Baker Street  
Bakersfield, California 93305  
Human Resources

**CERTIFICATED SERVICES EVALUATION  
FIVE YEAR CYCLE AGREEMENT**

Per the BETA bargaining agreement section 7.1 A, B, and C, the undersigned agree to the following evaluation cycle stipulated in section 7.1.C:

- (A) All unit members not in permanent status of who received one or more ratings other than “meets standards” on their last evaluation on file shall be evaluated annually.
- (B) All unit members in permanent status and for whom “A” above does not apply shall be evaluated no less than once every other year.
- (C) Effective for the 2010-11 duty year and thereafter, in conformity with Education Code 4464, unless revoked at any time by the evaluator, or evaluatee is assigned at any time to a different evaluator:

A unit member employed by the District for not less than ten consecutive years; and who is classified and recorded as a “highly qualified teacher” by Human Resources in accordance with the No Child Left Behind Act requirements; and for whom “B” above applies; and by the written mutual agreement of such unit member and immediate supervisor; may be evaluated at least once every five years.

\_\_\_\_\_  
Evaluator’s Name (Print)

\_\_\_\_\_  
Unit Member’s Name (Print)

\_\_\_\_\_  
Evaluator’s Signature

\_\_\_\_\_  
Unit Member’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On \_\_\_\_\_, 20\_\_\_\_, the above agreement was pulled by the current immediate supervisor/evaluator,

\_\_\_\_\_.

On \_\_\_\_\_, 20\_\_\_\_, the above agreement was pulled by the above named unit member,

\_\_\_\_\_.

**Request to be Absent Form**

- Personal Necessity Leave
- Personal Leave
- Personal Business Leave, etc.

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Education Center - 1300 Baker Street  
Bakersfield, California 93305  
Human Resources

**REQUEST TO BE ABSENT (Including Personal Business Leave)**

**For absences up to 10 days that cannot be authorized by site administrator. Check with site administrator to determine if this form is required.**

☐ Certificated                      ☐ Classified                      Date Submitted \_\_\_\_\_

Name \_\_\_\_\_ Employee ID# \_\_\_\_\_ (Obtain from your site secretary)

School/Department \_\_\_\_\_ Position \_\_\_\_\_

**Instructions to employee and site administrator:** Complete Section I for personal business leave (certificated only – deducted from personal necessity). For all other requests, complete Section II. Note: Personal leave (3 days maximum per year with substitute deduction) is authorized by site administrator and no longer requires this form.

**I. Personal Business Leave (No Tell Days) - Fax copy to Payroll at 324-3191.**

Date to be absent \_\_\_\_\_ Grade/Subject \_\_\_\_\_ Time duty day begins \_\_\_\_\_

I certify that this Personal Business Leave will not be used for personal gain, any job action, the withholding of services from the District, or for the purpose of extension of a weekend, holiday, or vacation period.

Employee Signature \_\_\_\_\_

\*\*\*\*\*

I certify that this Request for Personal Business Leave was received no later than the date of submission listed above.

Personal Business Leave: \_\_\_\_\_ Approved \_\_\_\_\_ 24-hr. requirement not met/Unit member may request other leave

Site Administrator Signature \_\_\_\_\_

Date \_\_\_\_\_

**II. Other Leave Requests - Complete this section for requests other than personal business leave that cannot be authorized by the site administrator. Note: The site administrator may approve personal necessity for the reasons listed below (retain copy of this form at site and fax copy to Payroll at 324-3191). Personal necessity requests for reasons other than #s 1 and 2 below must be referred to Human Resources for disposition.**

1. Death or serious illness of a member of the employee's immediate family (spouse, registered domestic partner, child, parent, parent-in-law, sibling, grandparent);
2. Accident involving the employee's person or property, or the person or property of the employee's immediate family.

Reason for Request (Please be specific; attach any required documentation) \_\_\_\_\_

Date(s) to be absent \_\_\_\_\_ Employee Signature \_\_\_\_\_

Site Administrator Signature \_\_\_\_\_

Date \_\_\_\_\_

**DISPOSITION - For Human Resources use only**

Other Leave: \_\_\_\_\_ Personal Necessity (7 days maximum; deducted from sick leave)  
\_\_\_\_\_ Personal Reasons ("own time;" salary deduction)  
\_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_ Not Approved

Assistant Superintendent / Director, Human Resources

Date \_\_\_\_\_

Copies: Payroll; Site Administrator; Employee

18/19

## Appendix G

### Notice of Unsafe Condition/Form

BAKERSFIELD CITY SCHOOL DISTRICT  
OFFICE OF ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

**NOTICE OF UNSAFE CONDITION**

**BETA Article 9.1.3:** All complaints regarding injurious health or safety conditions shall be reported in writing, using the Notice of Unsafe Condition provided, by the unit member to the District Safety Officer (Office of Assistant Superintendent, Business Services), designee, or immediate supervisor as soon as reasonably practical. The District Safety Officer, designee, or immediate supervisor shall investigate the complaint and make a preliminary written report and recommendation to the Superintendent or designee within three workdays of receipt of the complaint. The complaining party shall receive a copy of such report.

Please describe the unsafe condition below:

Reported by: \_\_\_\_\_ Date: \_\_\_\_\_

Site/Department: \_\_\_\_\_

Phone number: \_\_\_\_\_

Unit member signature: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_



**How to Access  
Bakersfield City School District  
Policies**

1. [www.bcsd.com](http://www.bcsd.com) – Go to District website
2. Board of Education – Click on link
3. Board Policies – Click on link
4. Look for policy you are interested in by typing in title or topic in search bar.

## **Appendix I**

### **Smart Find Express – Substitute System**

Web Browser Access Instructions  
Telephone Access Instructions

**Bakersfield City School District**  
**Employee Quick Reference Card**

---

**System Phone Number**    661-578-6618

**Help Desk Phone Number** 661-631-4861 or 661-631-4868

**Write your Access ID here** \_\_\_\_\_

**Write your PIN here** \_\_\_\_\_

**Web Browser URL** \_\_\_\_\_

**TELEPHONE ACCESS INSTRUCTIONS**

---

**THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:**

	<b>Today's Jobs</b>	<b>Future Jobs</b>
Weekdays	Starts at 5:00 am	4:00 - 9:00 pm
Saturday	None	None
Sunday	None	4:00 - 9:00 pm
Holidays	None	4:00 - 9:00 pm

---

**REASONS FOR ABSENCE:**

1. Sick Leave
2. Personal Leave
3. Professional Development
4. FMLA
5. Military Leave
6. Jury Duty

Before any features are available, you must register with the system and create a PIN. The Access ID and PIN are used for all interactions with the system.

**REGISTRATION**

1. Enter your **Access ID** followed by the star (\*) key.
2. Enter your **Access ID** again when it asks for your PIN followed by the star (\*) key.
3. Record your name followed by the star (\*) key.
4. Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
5. You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (\*) key.

## TELEPHONE ACCESS INSTRUCTIONS

1. Enter your **Access ID** followed by the star (\*) key
2. Enter your **PIN** followed by the star (\*) key

---

### MENU OPTIONS

- 1 – Create an Absence
- 2 – Review, Cancel Absence or Modify Special Instructions
- 3 – Review Work Locations and Job Descriptions
- 4 – Change PIN, Re-record Name
- 9 – Exit and hang-up

---

### TO CREATE AN ABSENCE

1. Enter dates for the absence  
If using allowed duration when creating an absence, select Full Day, Morning Half Day, Afternoon Half Day or Custom  
**PRESS 1** if the Absence is only for today  
**PRESS 2** if the Absence is only for tomorrow  
**PRESS 3** to Enter the dates and times for the absence
2. If you pressed 3 to Enter Dates and time  
Enter Start Date  
**PRESS 1** to Accept the date offered  
**PRESS 2** to Enter start date (MMDD)
3. Enter the reason from page 1 followed by the star (\*) key or wait for a list of reasons
4. Record Special Instructions  
**PRESS 1** to Record special instructions. Press the star (\*) key when done  
**PRESS 2** to Bypass this step
5. Is a Substitute Required?  
**PRESS 1** if a substitute is required  
**PRESS 2** if a substitute is not required
6. If you **pressed 1**, a substitute is required  
**PRESS 1** to Request a particular substitute  
Enter the substitute access ID, followed by the star (\*) key  
**PRESS 1** to Accept requested substitute  
**PRESS 1** if the Substitute should be called  
**PRESS 2** if the Substitute has already agreed to work and does not need to be called  
**PRESS 2** to Bypass requesting a substitute
7. Complete Absence  
**PRESS 1** to Receive the job number  
*Record the Job Number. The Job Number is your confirmation.*

---

### TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

1. Hear the job information  
**PRESS 1** to Hear absence information again

**PRESS 2** to Modify special instructions

**PRESS 3** to Cancel the absence

If you **pressed 3** to Cancel the job

**PRESS 1** to Confirm the cancellation request

If a substitute is assigned to the absence

**PRESS 1** for the System to call the assigned substitute

**PRESS 2** to Not have the system call the substitute

Once you confirm a request to cancel the job, you **MUST** wait for the system to say "**Job Number has been cancelled.**"

---

#### TO CHANGE PIN or RE-RECORD NAME

1. **PRESS 1** to Change your PIN  
**PRESS 2** to Change the recording of your name
- 

### WEB BROWSER ACCESS INSTRUCTIONS

#### SIGN IN

Open your browser and access the SmartFindExpress Sign In page. Enter your Access ID and PIN.

---

#### PIN REMINDER

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note:** *You must be registered with the system and have a valid email address in your profile to use this option.*

---

#### PROFILE

##### Information

- Review profile status and address information.

##### Update Email

- Enter or change email address.

##### Change Password

- Enter your current PIN followed by a new PIN twice and click Save.
- 

#### SELECT ROLE

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!
- 

#### TO CREATE AN ABSENCE

Choose the *Create an Absence* link

**Important Note:** *Items in Bold are required to complete an Absence.*

- **Select the Location**
- **Select the Classification**
  - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu.**

**NOTE:** *If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment. \*Absence Approval may not be enabled for your district.*
- **Indicate if a substitute is required for this absence**
  - Choose Yes or No
- **Select Start and End Dates for your absence**



- Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
  - To change defaults, enter time in HH:MM am or pm format
  - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- **Multiple Day (Recurring) Absence.**
  - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
  - Modify daily schedule and/or times for absence and substitute
- **Request a particular substitute**
  - Enter the substitute's access ID number or use the Search feature to find the substitute by name
- **Indicate if the requested substitute has accepted this job**
  - Yes = substitute is prearranged and will not be called and offered the job
  - No = call will be placed and the substitute will be offered the job
- **Enter special instructions for the substitute to view**
- **Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.**
- **Select the Continue button**

**COMPLETE!** You **MUST** receive a **Job Number** for your absence to be recorded in the system and to receive a substitute.

---

#### **TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS**

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.

Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

---

#### **SIGN OUT AND WEB BROWSER INFORMATION**

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from SmartFindExpress. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from SmartFindExpress.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from SmartFindExpress, and close the web browser when you finish with your session.

You can click the Help link to access Help Guides and How-to videos.

**Important Note:** *Do NOT use the browser's BACK button to navigate to screens. Navigation buttons are on the bottom of SmartFindExpress screens, such as the Return to List and Continue buttons.*

**Reassignment  
Protocols/“Surplus” Procedure**



**8.10.1 Involuntary Transfers due to school closures, reduced staffing and enrollment changes (commonly known as Surplus)**

- A position at a school site may be declared surplus in a specific grade level or content area by the principal/district due to enrollment changes and/or program need.
- A teacher on the same campus may volunteer (in writing) to be reassigned to another school instead of the teacher with the lowest seniority.
- If there are no volunteers, then the least senior teacher in the specified grade level or subject area is surplus. That teacher has the option of bumping the least senior teacher on campus, agreeing to take the grade level of the least senior teacher.

Here is an example:

1. At XYZ School, due to enrollment, the school will be eliminating a second grade classroom (going from 4 second grades to 3 second grades) for the next school year.
  2. The teacher with the lowest seniority in the second grade would be declared surplus, unless, they choose to take the classroom of the teacher with the lowest seniority overall at the school. This may mean a second grade teacher would then go into another grade level, remaining at the school, while the lowest in seniority (grade 5 for example) would be surplus.
- It is important to note that each of these surplus moves is reviewed very carefully by the Department of Human Resources and Fiscal Services.

## **Appendix K**

### **Compensation for the Assignment of Additional Students**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BAKERSFIELD CITY SCHOOL DISTRICT  
AND  
BAKERSFIELD ELEMENTARY TEACHERS ASSOCIATION**

**REGARDING COMPENSATION FOR THE ASSIGNMENT OF ADDITIONAL STUDENTS**

The Bakersfield City School District ("District") and the Bakersfield Elementary Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") with respect to the following:

Article 14, Section 14.1.1 of the parties' collective bargaining agreement ("CBA") provides additional compensation to junior high and middle school physical education teachers if they are assigned additional students from the class of an absent classroom teacher due to the unavailability of a substitute teacher. Due to a shortage of substitute teachers and higher-than-normal rates of absences due in part to the ongoing COVID-19 pandemic, the parties desire to provide a similar benefit to all teachers should they be assigned additional students due to the unavailability of substitute teachers.

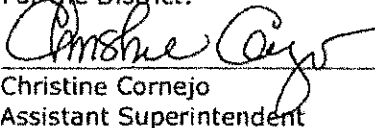
Accordingly, and notwithstanding Article 14, section 14.1.1 of the parties' CBA, the District and BETA agree to the following, subject to ratification by the District's Governing Board:

1. PE teachers shall be compensated \$300 when assigned 1 or more additional students from the class of an absent classroom teacher(s) because of the unavailability of a substitute teacher for up to 3 days; PE teachers who are assigned 1 or more additional students for 4 days or more shall be compensated at an additional \$100 per day. For example, if in any given month a PE teacher is assigned extra students for 5 days, they shall be compensated \$500 for that month. If the PE teacher is assigned extra students for only 2 days, they shall be compensated \$300.
2. All other unit members who are assigned additional students from the class of an absent classroom teacher(s) because of the unavailability of a substitute teacher shall be paid ten dollars (\$10.00) per additional student per period per day not to exceed ten (10) additional students on any given day. The 10 student per day cap does not apply to PE teachers.
3. The term of this MOU shall be effective February 1, 2022, and will expire on June 30, 2023, unless otherwise negotiated by mutual written agreement.
4. Upon expiration of this MOU, the compensation provided by this MOU shall expire with it except that PE teachers only shall be compensated in accordance with Article 14.1.1 beginning July 1, 2023.
5. All components of the current CBA between the parties not addressed by this MOU shall remain in full effect. The parties agree that this MOU is non-precedent setting.
6. This MOU satisfies the District's obligation to meet and negotiate the matters described herein.

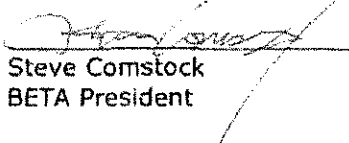
7. By signing below, the parties warrant that they are authorized to execute this MOU on behalf of their principals.

Dated: December 13, 2021

For the District:

  
Christine Cornejo  
Assistant Superintendent

For the Association:

  
Steve Comstock  
BETA President

## **Appendix L**

### **California School Preschool Program**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
BAKERSFIELD CITY SCHOOL DISTRICT  
AND  
BAKERSFIELD ELEMENTARY TEACHERS ASSOCIATION**

**California State Preschool Program**

This Memorandum of Understanding ("MOU") is entered into by and between Bakersfield City School District ("District") and the Bakersfield Elementary Teachers Association ("BETA") (collectively "Parties") with regards to the following:

**WHEREAS**, the District and BETA are parties to a collective bargaining agreement ("CBA");

**WHEREAS**, Article 4, section 4.2.5, "District Bank Day," of the CBA provides that the certificated employee school calendar shall reflect a weekly "bank day" in which students are released early each Wednesday in order to provide protected, extended time for teachers to work collaboratively as a Professional Learning Community ("PLC"); afford unit members with monthly late start days during which there is a two-hour delayed start to provide unit members the opportunity for collaboration and professional development; and states that equitable time will be provided to unit members for professional development;

**WHEREAS**, Article 4, section 4.6, "Minimum Days," of the CBA provides that "[t]he day before Thanksgiving Vacation, the day before Winter Vacation, the day before Spring Break, and the last day of school shall be minimum days";

**WHEREAS**, the District is under contract with the California Department of Education ("CDE") to provide a California State Preschool Program ("CSPP") for the 2022-2023 school year;

**WHEREAS**, the District's contract with the CDE requires it to comply with the CDE CSPP Contract Terms and Conditions ("CT&C"), and any non-compliance with the CT&C may subject the District to termination of the CSPP contract;

**WHEREAS**, the CT&C require that part-day services be made available at least three hours and less than three hours and 59 minutes each day, for between 175 and 180 days per year, and shall not include a scheduled nap period;

**WHEREAS**, the CT&C require that the District maintain minimum staffing ratios of 1:8 adult to child, and 1:24 teacher to child in accordance with Title 5 of the California Code of Regulations, section 17713; and

**WHEREAS**, the Parties recognize that the provisions of the District Bank Day program, including late start days, and Minimum Days program conflict with District's obligations under the CT&C, and prevent the CSPP from complying with the requirements of the CT&C as described above.


**NOW THEREFORE**, having met and negotiated in good faith, the Parties agree as follows, subject to approval by the Board:

1. CSPP unit members are not eligible to participate in the District Bank Days program as described in Article 4, section 4.2.5 of the CBA, including, but not limited to, weekly bank days and late start days.

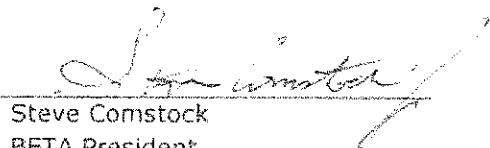
2. CSPP unit members are not eligible to participate in minimum days as described in Article 4, section 4.6.
3. CSPP unit members may not request a modified schedule or late starts, except for the purposes of requesting a "double session" for special activities as listed in the "Request for CSPP Double Session" form. Such requests may be submitted to the CSPP Program Coordinator, and shall only be granted for approved special activities.
4. Professional development opportunities for CSPP unit members shall be provided during times that do not conflict with the CSPP CT&C.
5. This MOU is limited to the aforementioned items, and does not otherwise modify or amend the CBA. This MOU will be incorporated into any successor agreements of the Parties as provided herein.

June 16, 2022

Bakersfield City School District


  
Christine Cornejo  
Assistant Superintendent  
Human Resources

Bakersfield Elementary Teachers  
Association

  
Steve Comstock  
BETA President

Bakersfield City School District


  
Christine Cornejo, Assistant Superintendent  
Human Resources

  
Rona Chacon-Mellon, Director I  
Human Resources

  
Sherry Gladin, Assistant Superintendent  
Business Services


  
Laura Orozco, Assistant Superintendent  
Department of Educational Services

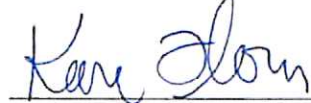
  
Mike Havens, Executive Director  
Department of Educational Services

  
Dylan Capilla  
College Heights Elementary

Bakersfield Elementary Teachers Association

  
Steven Comstock, President


  
Thomas Tarrer  
Emerson Middle

  
Kari Florez  
Curriculum & Instruction

  
Shannon Barnes  
Fletcher Elementary

  
Bradford Barnes  
Lincoln Junior High

  
John Peterson  
Owens Elementary

  
Cassandra Hobbs  
Longfellow Elementary

July 20, 2023  
Date

July 20, 2023  
Date



## INDEX

<b>PREAMBLE</b>	1
Bargaining Reopeners	75
Class Size	41
District Rights	9
Transitional Kindergarten (TK) and Extended Kindergarten	17
Fringe Benefits	82
Health Insurance Coverage (of Certain Retirees)	85
Professional Dues or Fees/Payroll Deductions	71
Professional Growth	87
Release Time for Association President	72
Speech & Language Pathologists	57 and 81-82

### **EVALUATIONS**

Evaluation Committee	44
Personnel Files	47
Public Charges	45

### **GRIEVANCE PROCEDURE**

Level I and Level II	3
Level III (Grievance Mediation)	4
Level IV (Arbitration)	4

### **HOURS**

District Bank Day	12
Instructional Time: Transitional Kindergarten, Kindergarten, and Primary Grades	17
Limitation on Additional Required Duty	14
Lunch Period	14
Minimum Days – Dismissal on Minimum Days	16
Noon Duty Supervision	14

## INDEX

Preparation/Planning Time _____	10
Rest Periods _____	10
Student Contact Time _____	18
Work Day _____	10

### **LEAVE PROVISIONS**

Absence for Personal Leave _____	27
Absence for Personal Reasons _____	28
Application of Accumulated Sick Leave to Unit Member's Retirement _____	37
Bereavement Leave _____	28
Child Bearing Preparation & Child Rearing Leave _____	31-32
Child Bonding Leave _____	30
Expiration of Leave of Absence _____	35
Family Illness _____	34
Industrial Accident Leave _____	32
Judicial Leave _____	33
Medical Benefits During Leave _____	35
Military Leave _____	36
"No Tell" Days (Personal Business Leave) _____	26
Personal Illness/Injury Leave _____	22
Personal Necessity Leave _____	25
Pregnancy Disability Leave _____	29
Requests for Substitutes _____	24

### **SAFETY CONDITIONS**

Inclement Weather Procedure/Staff Duty Provisions _____	65-66
Delayed Duty Reporting Time _____	66

## INDEX

### **SALARY — MISCELLANEOUS RATES OF PAY**

Compensation (If Substitutes are Unavailable)	77
Deadline Dates for Submission of Units/Salary Adjustments	80
Flex Time	20
Increment for Experience (Step)	78
Increment for Growth (Column)	80
Layoff (re: Health and Welfare Benefits)	54
Shift Differential--Magnet Schools	86
Special Education Bonus	80
Special Project & Extra Duty Pay	83-84
Speech & Language Pathologists	81-82
Transportation Reimbursement	86

### **SUMMER SCHOOL**

Hourly Rate of Pay	84
Teacher Lottery	84

### **TRANSFERS**

Administrative Transfer	51
Involuntary Transfer	51
Involuntary Transfer (Due to Reduction of Staff)	52
Involuntary Transfer (Related to School Closures/Discontinued Services)	53
Notice to Association of Layoffs Pursuant to Education Code	54
Reassignments	58
Special Education Unit Members	56
Special Subject Classroom Teachers	52
Transfers by Seniority	49
Voluntary Transfer	49
Voluntary Transfer (To Schools Ranked Deciles 1-3)	50