

**BOARD OF EDUCATION**  
**Bakersfield City School District**

**2015-16**  
**Board**

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**PREAMBLE**

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

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code "Act," as in effect July 1, 2015.

This Agreement shall continue in effect until June 30, 2018, 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, 2018, and the District agrees to respond to such proposals by the second regularly scheduled Board of Education meeting after receipt of such proposed changes.

**Article 1: RECOGNITION**

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

**Article 2: GRIEVANCE PROCEDURE**

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

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

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**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.

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **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.


### **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)

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**4.2 Work Day**

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

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

**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 period of not less than forty (40) minutes in seventh and eighth grade and thirty (30) minutes in the Kindergarten through sixth grade teacher's duty day.

**4.2.4 Preparation/Planning Time**

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

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

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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 (calendaring) 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).

**3.** This reserved time shall be protected for the purpose of: Individual or group activities that are academic in nature and which relate directly to the individual or the collaborative work of the PLC. This time will be reserved for tasks such as scoring

assessments, data analysis, collaborating on Common Formative Assessments (CFA's) and other types of grade level planning/collaboration.

**4.** In order to "bank time," instructional minutes will be distributed throughout the work week, not to exceed the total weekly student contact time as described in the Collective Bargaining Agreement, Section 4.15:

**a.** Kindergarten: 1,160 instructional minutes

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

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

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

**4.4 Limitation on Additional Required Duty**

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

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

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

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

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

**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 rate of Twenty Dollars (\$20.00) per hour.

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


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

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

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

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

2 **4.5.9** In cases where there is/are not a volunteer(s) or said volunteer(s) is/are absent,  
3 the principal shall assign from a volunteer pool of certificated staff as needed for the  
4 absent designated noon duty supervisor(s), to be paid at the current project rate as  
5 stipulated in Section 14.7 of this Collective Bargaining Agreement.

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

8 **4.5.10** If the principal is unable to assign a replacement for the noon supervisor from  
9 the volunteer pool, said principal shall assign noon duty on an equitable rotational basis  
10 at the current project rate as stipulated in Section 14.7 of the Collective Bargaining  
11 Agreement.

12 **4.6 Minimum Days**

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

16 **4.7 Dismissal on Minimum Days**

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

26 **4.8** On the last day of duty for the school year unit members assigned to schools  
27 may leave after duties are completed and they are checked out with the principal.

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**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.

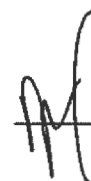
**4.10** Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other unit members.

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

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

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

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

Counselor, (School-Based)	\$3,620
Counselor, Jr. High Middle School	\$3,620
Counselor	\$3,420
Counselor, Part-Time	\$1,710
Program Specialist, Special Education	\$3,420
Program Specialist, School-Based	\$4,010
Program Specialist	\$4,010
Magnet Specialist	\$4,010
Library Media Specialist	\$3,100
Resource Specialist	\$1,820
Resource Teacher, General Classroom	\$4,500
Specialist (Various)	\$4,010
Teacher/Office	\$2,730

**Positions Listed Below:**

**Academic Coach (\$4,010)**

190 Days @ 8 Hours

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

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

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

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

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

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

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

192 Days @ 4 Hours

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

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

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

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

182 days @ 7 hours 15 minutes

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

182 days @ 7 hours 15 minutes

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

\*NOT including those assigned to Rafer Johnson Community School

**Nurse**

184 Days @ 7 hours 15 minutes (\$363.00)

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

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

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

190 Days @ 8 Hours

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

190 Days @ 8 Hours

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

199 days @ 8 Hours

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

190 Days @ 8 Hours

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

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

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

182 Days @ 7 Hours, 45 Minutes

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

182 Days @ 7 Hours, 30 Minutes

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

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

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

190 Days @ 8 Hours

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

182 Days @ 8 Hours

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

187 Days @ 8 Hours

**214 Day Position, 7.25 Hours**

214 days @ Prorata @ 7.25 hours

**214 Day Position 8 Hours**

214 days @ Prorata @ 7.25 hours

214 days @ Project Rate @ .75 hours

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

**4.13 Transitional Kindergarten (TK) , Kindergarten (K), and Primary Grade  
Teacher Instructional Time**

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

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

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

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

**4.13.4** 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.

**4.13.5** Student contact time for Transitional Kindergarten and Kindergarten teachers may be up to two hundred thirty-two (232) minutes (including recesses for Transitional Kindergarten and Kindergarten sessions).

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

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

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**4.13.8 Extended Transitional Kindergarten and Kindergarten**

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

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

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

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

**4.15 Student Contact Time Average (Effective 07-01-98)**

Transitional Kindergarten (TK)	232 (including recess)
Kindergarten	232 (including recess)
TK/Kindergarten (extended day)	240 (excluding recess)
Kindergarten/First	293
* Grade 1	293
* Grade 2	293
Grade 3	293
Grade 4	313
Grade 5	313
Grade 6	313
Middle School/Jr. High	up to 313 **

\*Staggered schedules may be up to 313 minutes.

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

**4.15.1** The site administrator shall ensure that the number of minutes of yard duty assigned to 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.

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

Unit members who volunteer or are assigned 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.

**4.17 Calendar**

**4.17.1** The number of workdays referenced in Section 4.1 shall be distributed for 2015-16 according to the calendar in Appendix B.

**4.17.2** The calendar for 2016-17 and 2017-18 shall follow the format of the 2015-16 calendar, including eight (8) two-hour late start collaboration days. Any substantive change in the calendar will be proposed for negotiation, but changes due to calendar variance only need not be negotiated further.

**4.17.2.1** 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.

**4.17.3** 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.

**4.17.4** 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.



1 **4.17.5 Thanksgiving Recess**

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

6 **4.18 Instruction Days Per School Year**

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

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

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

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

17 **4.19 Compensation (If Substitutes are Unavailable)**

18 Effective with the 2016-17 school year, physical education teachers designated  
19 by the District and assigned to a junior high or middle school, shall be paid the total  
20 amount of Two Hundred Dollars (\$200.00) for each school month during which  
21 additional students from the class of an absent classroom teacher(s) are assigned to  
22 his/her regularly scheduled class on one or more occasions because of the unavailability  
23 of a substitute teacher or other employee volunteer substitute.

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

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**4.20 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.

## 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 Leave.

### **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 amount actually paid a substitute employee employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a day-by-day substitute. The five-month period shall begin when leave authorized under Section 5.2.1 and Section 5.2.3 is exhausted.

Day-by-day substitute pay, for purposes of this section, is defined as the 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.

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

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

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

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

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

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

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

The District may make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent 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 Superintendent or designee, after notice to the unit member,

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

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

**5.2.6** A unit member who is absent from duty for less than a full day shall have deducted from the 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 the sick leave total and sick leave entitlements accumulated as of September 1<sup>st</sup>.

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

### **5.3 Personal Necessity Leave**

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

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

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

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

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

**5.3.4** Under all circumstances a unit member shall verify in writing that the personal necessity leave was used only for 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 Bereavement Leave**

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

**5.4.2** For purposes of this provision an immediate family member shall be limited to legally established 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.

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

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

**5.5** **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), excluding leave available under the California Family Rights Act (CFRA).

**5.5.1** 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 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.

**5.5.2** 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 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. 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.

**5.5.3** 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.

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**5.6 Child Bonding Leave**

**5.6.1** A unit member may utilize available leave under the Family Care and Medical Leave Act and/or 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.

**5.6.2** 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.

**5.6.3** A unit member must use any accrued or accumulated sick leave while on child bonding leave, whether or not the unit member is disabled due to pregnancy or a related medical condition, including miscarriage, childbirth, and recovery. After sick leave as provided in Sections 5.2.1 and 5.2.3 has been exhausted, the unit member shall be entitled to additional non-accumulated leave at differential pay for any of the remaining twelve (12) weeks available (Education Code 44977.5). The amount deducted for leave purposes from the unit member's salary shall be less than the unit member's salary and shall be the amount actually paid a substitute employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute to fill the position.

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

**5.6.5 Child Bearing Preparation and Child Rearing Leave**

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

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1 **5.6.5.2** The unit member must request leave under this section as soon as practicable,  
2 but under no circumstances less than ten (10) work-days prior to the date on which the  
3 leave is to begin. The request must be in writing and include the dates the unit member  
4 wishes to begin and end the leave without pay.

5 **5.6.5.3** Determination as to the date on which the leave shall begin and the duration of  
6 the leave shall be made at the discretion of the Superintendent after consideration of the  
7 District's scheduling and absence coverage issues.

8 **5.6.5.4** The duration of any leave under this section shall be no more than twelve (12)  
9 consecutive months, and shall run concurrently with and be counted against leave  
10 available under the Family Care and Medical Leave Act and/or the California Family  
11 Rights Act. The leave of absence may be extended for good reason to cover a total time  
12 of two (2) calendar years.

13 **5.6.5.5** Except as provided in Article 5.6.3 above, a unit member is not entitled to the  
14 use of any accrued sick leave or other paid leave while on child bearing preparation or  
15 child rearing leave, whether or not disabled by pregnancy or a related medical condition,  
16 including miscarriage, childbirth, or recovery.

17 **5.6.5.6** No diminution of employment status shall result from child bearing or child  
18 rearing leave except that a unit member shall not be entitled to compensation (other than  
19 as provided in Section 5.6.5 above), increment, or the accrual of seniority for layoff or  
20 reduction in force purposes, nor shall the time taken for child bearing or child rearing  
21 leave count toward credit for probationary unit members in earning tenure status.

22 **5.6.5.7** In the event of a miscarriage or death of a child following childbirth for a unit  
23 member on a child preparation or child rearing leave, the unit member may request an  
24 immediate assignment to a unit position. If there is a vacancy for which the unit  
25 member is qualified, the District will assign the unit member to a position as soon as  
26 practicable.

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**5.7 Industrial Accident Leave**

**5.7.1** 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.

**5.7.2** 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 fiscal year for the same industrial accident.

**5.7.3** 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.

**5.7.4** 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.

**5.8 Judicial Leave**

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

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

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

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

**5.9** **Absence for Personal Leave**

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

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

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

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**5.10 Absence for Personal Reasons**

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

Absences for personal reasons shall be without salary.

**5.11 Illness in Family**

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

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.

**5.12 Other Leave Provisions**

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

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

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**5.12.3 Expiration of Leave of Absence**

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

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

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

**5.12.5 Medical Benefits During Leave**

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

**5.12.5.1** Placement of a BETA unit member on the 39-month re-employment list pursuant to Education Code Section 44978.1 ("39-month re-employment list) does not constitute a "leave of absence." Consequently, Section 5.12.5 is inapplicable to individuals placed on a 39-month re-employment list.

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

**5.12.5.3** The sole exception to the foregoing as described in 5.12.5.2 applies to unit members paid on an eleven (11) month basis whose termination date is on or after the final duty day of the school year. Such unit member(s) will have an extension of benefit(s) ending August 31 of the calendar year in which the termination occurs.

**5.12.6 Requests for Substitutes**

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

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

On a site-by-site basis as the Principal or department head determines, the above notification obligations may be satisfied by utilizing the SmartFindExpress (or any successor system) for reporting the beginning and ending of all leaves except for the procedures applicable to Personal Necessity Leave subsections (a) and/or (b). If the SmartFindExpress (or successor system) is not functioning, then the unit member shall contact the Principal or designee. The District will make every effort to assure that the SmartFindExpress (or successor 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 his/her assignment while absent.

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

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

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

**5.13 Military Leave**

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

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

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

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

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

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

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

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

**5.16 Personal Business Leaves**

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

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

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

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



1 that time off must be taken, the unit member shall give verbal notice to the  
2 Superintendent or designee and shall file the leave request immediately upon return to  
3 duty.

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

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

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

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

16 **6.1** Whenever administratively practicable, and whenever the District's financial  
17 resources allow, and whenever the facilities are available, the following District average  
18 class size of twenty-nine (29) shall be maintained in Transitional Kindergarten through  
19 Eighth Grade.

20 **6.2** In addition, the above-listed District class size average of twenty-nine 29:1 is  
21 subject to modification for purposes such as, but not limited to, consideration of split-  
22 grade or low enrollment classes, large group or experimental instruction, team teaching  
23 limitations because of distribution of pupils by attendance areas, changes in enrollment.

## 24 **Article 7: EVALUATIONS**

25 **7.1** District management shall evaluate all unit members pursuant to the following  
26 provisions:

27 **(A)** All unit members not in permanent status or who received one or more ratings  
28 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 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.

**7.3 Procedure**

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

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

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

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

8 **7.3.5** Hearsay statements shall be excluded from written evaluations.

9 **7.3.6** Evaluators and evaluatees should be assured that goals and/or objectives are  
10 SMART (Specific, Measurable, Attainable, Realistic and Time-bound) in nature and  
11 may have to be mutually revised and amended to conform to the needs of the children  
12 and staff as the school year progresses.

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

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

22 **7.3.9** A final evaluation conference will be held **no later than March 1st**. The  
23 evaluator will present the written evaluation and discuss the matters with the unit  
24 member. The unit member must sign the evaluation signifying only that the unit  
25 member has read the document, and has been provided the opportunity of attaching a  
26 written response that will become a part of the permanent record. Should a unit member  
27 be out on leave or absent during this time, the deadline may be extended for an amount  
28 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 (1) to receive written notice of the complaint and a copy of the complaint within fifteen  
2 (15) working days after receipt by the District of the complaint, but also within ninety  
3 (90) calendar days after the event which gave rise to the complaint;

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

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

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

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

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

18 7.5.2 If a unit member is accused or reported as a child abuser, appropriate  
19 administration will notify the unit member in a timely manner, after conferring with  
20 appropriate agencies or authorities, unless

21 (1) Otherwise instructed by child protective agencies, or law enforcement;

22 (2) It would violate State or Federal law;

23 (3) It would violate privacy rights guaranteed under State or Federal law;

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

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

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

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

9 **7.6 Personnel Files**

10 **7.6.1** A unit member shall be permitted to review and obtain a copy of the materials  
11 in his/her personnel file that may serve as the basis for affecting his/her evaluation on  
12 the status of his/her employment. The review of material is not to include ratings,  
13 reports, or records which are prohibited from review by the provisions of the Education  
14 Code Section 44031, "... (1) were obtained prior to the employment of the person  
15 involved, (2) were prepared by identifiable examination committee members, or were  
16 obtained in connection with a promotional examination."

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

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

23 **7.6.2** The District shall keep a log indicating the persons who have examined a  
24 personnel file as well as the dates such examinations were made. Such log shall be  
25 available for examination by the unit member or his/her Association representative who  
26 is authorized in writing to make such examination.

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1 **7.6.3** Every unit member shall have the right to inspect such materials and permission  
2 shall be granted provided that the request is made during regular office hours and at a  
3 time when the unit member is not actually required to render service to the District.

4 **Article 8: TRANSFERS AND REASSIGNMENTS**

5 **8.1** Sections 8.2 - 8.12.4; 8.17- 8.18 apply to classroom teachers in grades Pre-  
6 Kindergarten (Pre-K), Transitional Kindergarten (TK), Kindergarten (K), and K-8.  
7 Special Education unit members are addressed in sections 8.5.1, 8.7, 8.8.2, 8.10.1,  
8 8.12.2, 8.12.4, and 8.13 – 8.15; all other unit members are addressed in sections 8.5.1,  
9 8.7, 8.8.2, 8.10.1 and 8.16.

10 **8.2 Transfers**

11 **8.2.1** A transfer is the relocation of a classroom teacher from one school to another  
12 school. Transfers are made so as to best meet the needs of the school district and may be  
13 requested by the classroom teacher or by the immediate supervisor.

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

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

19 **8.3 Transfers by Seniority**

20 **8.3.1** If more than one (1) unit member, meeting the qualifications of Section 8.5.1 of  
21 this Article, applies for a vacancy, seniority within the school district shall be the  
22 controlling factor in determining which unit member shall be transferred to fill the  
23 vacancy pursuant to the provisions of section 8.6.

24 **8.3.2** For purposes of selection in this case the five (5) qualified applicants, both  
25 voluntary and involuntary, with the highest seniority in the District shall be considered  
26 to be equal in seniority.

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## **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.

**8.4.3** 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 her/his request for transfer be kept confidential, the principal at her/his 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 she/he holds 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**

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

Classroom teachers requesting a voluntary transfer, to one of the District Deciles 1-3 schools, 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.

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**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.

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

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

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

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

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

**8.8.1 Special Subject Classroom Teachers**

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

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

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

(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 he/she is 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.

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**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 his/her 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.

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

**A.** A list of vacancies shall be determined and available to unit members on the first duty day after March 25.

**B.** On the first duty day after April 1<sup>st</sup> (Spring surplus) such classroom teachers shall be invited to a meeting at the Education Center, as soon as practicable after students are dismissed for the day, to select a position for the following year. In the event that routine changes in principal assignments for the following year are not announced prior to April 1st, the selection process shall be delayed until the third duty day following the public announcement.

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

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

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

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

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

If the District, as a result of layoffs, must transfer or reassign unit members in order to insure the retention of unit members to render any service which their seniority and qualifications entitle them to render, then such transfers or reassignments shall take 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 he or she 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.

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**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 immediate supervisor not later than March 1<sup>st</sup>, may with the written approval of the immediate supervisor, transfer from such school with the same rights as a classroom teacher subject to an administrative transfer. Once the immediate supervisor approves the transfer request 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 calendar years.

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

**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 his/her existing assignment, and one (1) day with classroom teacher whose assignment she/he is 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 his/her current place of assignment to the new assignment.

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**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.

**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 reassignment as a special education teacher at another site and/or in another special education instructional area in which such teacher is credentialed and deemed qualified to serve by special education management.

Such written reassignment requests received in Human Resources shall be valid for twelve calendar months and will first be considered by the Director of Special Education or designee 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 **1.** Legal requirements of the District including, but not limited to, meeting
- 2 the service needs and requirements of special education students and
- 3 credential requirements;
- 4 **2.** Educational program needs of the District;
- 5 **3.** Demonstrated skills and experiences of the speech therapists;
- 6 **4.** Preferences of speech therapists;
- 7 **5.** Timely submitted written requests for reassignment; and
- 8 **6.** District seniority of speech therapists.

9 **8.15 Special Education unit members subject to surplus status**

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

16 **8.16 All other unit members**

17 **8.16.1** All other unit members wishing to relocate to another school or department  
18 within the same job classification may consult the Human Resources website to learn of  
19 available open positions and submit an application. All such applications received by  
20 Human Resources completed as required and submitted by the deadline shall receive  
21 consideration by the appropriate administrator.

22 **8.16.2** All other unit members who are surplussed from their assigned position shall be  
23 subject to an involuntary transfer pursuant to section 8.10.1 to select a position as a  
24 classroom teacher for which they are qualified pursuant to section 8.5.1; or if no  
25 positions are available are subject to the provisions of section 8.8.2.

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**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. 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 assignments for unit members.

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

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

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

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

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

**8.17.4** 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 he/she holds the required California credential, meets the qualifications specified in the adopted position description and meets all special requirements indicated for the vacancy or new position as determined by the appropriate administrator, and does not violate 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 (e.g. Paul L. Cato Middle School and Douglas K. Fletcher Elementary School).

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**Article 9: SAFETY CONDITIONS OF EMPLOYMENT**

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

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

**9.1.3** All complaints regarding injurious health or safety conditions shall be reported in writing 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.

**9.2 Foggy Weather Procedure**

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

**Staff Duty Provisions**


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

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

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

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

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

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

### **9.2.3 Delayed Duty Reporting Time**

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

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

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

### **9.2.4 Unit Member Compensation Factors**

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

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

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

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

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

## **Article 10: ASSOCIATION RIGHTS**

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

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

**10.3** The Association 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



1 7054 and/or other applicable laws. Such posting shall be subject to immediate removal  
2 by management.

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

9 Except as provided above, the District's written policy #500.21 on Employee  
10 Use of Technology and Employee Communication shall continue to govern use of the  
11 District's electronic mail system.

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

15 **10.4 Professional Dues or Fees and Payroll Deductions**

16 **10.4.1** Professional dues or fees and payroll deductions article shall be effective only  
17 upon the approval of unit members in the Bakersfield City School District by an  
18 election conducted through the Public Employment Relations Board (PERB).

19 Article 10.4 of the 2015-2018 Collective Bargaining Agreement: 10.4 article  
20 will continue in force provided that the unit members fail to approve by election the  
21 proposed professional dues or fees and payroll deduction 10.4 article.

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

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Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member 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. Any unit member who is a member of the Association shall maintain such membership for the duration of the agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

**10.4.7** 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 Release Time for Association President**

**10.6.1** The District shall grant to the BETA President a leave of absence from instructional responsibilities to devote full time to Association business. The President shall be paid in the usual manner as if he/she were a regular employee of the District and shall suffer no reduction in salary, step, fringe, or other benefits. The President shall also be guaranteed the right to return to the site and position occupied before

taking office if said position would have still been available in the normal course of events.

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

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

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

**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.

## 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.

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**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).

## **Article 12: SAVINGS**

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

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

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

## **Article 13: MISCELLANEOUS PROVISIONS**

### **13.1 Superseding Provision**

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

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**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 2016-17 and 2017-18 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.

**Article 14: COMPENSATION AND BENEFITS**

**14.1 Unit Members' Salary Schedule**

Effective July 1, 2015, the 2015-16 Teachers' Basic Annual Salary Schedule shall be increased by Three and One-Half Percent (3.50%).

Effective July 1, 2015, the 2015-16 Pre-Kindergarten Teachers' Salary Schedule shall be increased by Three and One-Half Percent (3.50%).

**14.1.2 Incentive Plan**

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

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

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

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

**14.2.1** 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.

**14.2.2** 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 his/her start date. A unit member will receive his/her increased salary retroactive to his/her 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 his/her start date, at Step 1, Column 1 on the salary schedule. A teacher may later submit documentation verifying his/her 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 his/her 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.

#### **14.3 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.

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**14.3.1 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 his/her 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.

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

**14.4 Special Education Bonus**

**14.4.1** 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.

**14.4.2** Not including unit members assigned to a stipend position, all other unit members assigned to a special education position who hold clear California credentials and/or full California certification required for their assigned position shall receive a bonus of Seven Hundred Fifty Dollars (\$750.00). Documentation by a State-approved provider conveyed to the District of class hours attended by nurses to maintain State licensure required by the pertinent unit member job description shall be allowed as salary schedule credit pursuant to the applicable formula in 14.12 E.

**14.4.3** 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.

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1 **14.4.4** A unit member qualified to receive a bonus pursuant to either 14.4.1 or 14.4.2,  
2 but not both, shall receive only one Special Education bonus.

3 **14.4.5 Speech & Language Pathologists**

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

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

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

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

24 If an SLP agrees to work as an SLP for the District for the following work year  
25 and otherwise qualifies and receives the annual bonus on or about June 10th, but then: 1)  
26 subsequently resigns from the District for any reason with an effective date on or before  
27 the last duty day of the following work year; or 2) receives an approved leave of absence  
28 from the District for any reason other than illness of self or an immediate family member

and is not physically at work for at least Seventy-Five Percent (75%) of the following work year; then the SLP shall repay to the District the full amount of the bonus or Four Thousand Dollars (\$4,000.00) whichever is less. In the case of a leave of absence because of illness a doctor's written verification of illness shall be required. If time permits, in the event of such departure, this agreement also constitutes an agreement that the amount due and owing may be deducted from remaining pay warrants unless mutually satisfactory, alternative arrangements are made.

SLPs shall be paid Fifty Dollars (\$50.00) 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 his/her 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 14.7.1.


**14.5** 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.

#### **14.6 Fringe Benefits**

**14.6.1** Effective Oct. 1, 2015, the District shall contribute Nineteen Thousand Six Dollars and Eighty Cents (\$19,006.80) per year to offset costs of premiums for medical, dental, prescription, cancer, life insurance, vision and an employee assistance plan.

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

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 District  BETA

**14.6.1.1** The employee benefit plans as described in Article 14.6.1 above shall include the following modifications:

**Employee Health Plan:**

**1)** Effective the start of the next month sixty (60) days following agreement by all District bargaining units and employee groups, and approval by the District's governing board; the employee health plan shall change from the SISC Prudent Buyer Classic Hospital Only Plan to the SISC Prudent Buyer Incentive Plan.

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

**14.6.3 Limitation**

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

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

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

**14.7 Miscellaneous Rates of Pay**

**14.7.1 Special Project & Extra Duty Pay**

Effective October 1, 2015, The District shall provide a Professional Learning and Development training hourly rate of Forty Dollars (\$40.00) per hour.

**a.** Independent professional development (e.g. Cultural Proficiency E-Course) shall be excluded.

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

**c.** Participation by bargaining unit members shall be voluntary.

Notwithstanding the foregoing, the hourly rate for summer school (for assigned summer school duties performed during regularly scheduled duty hours at the assigned site) and the hourly rate for Extended Learning Time shall be Forty Dollars (\$40.00) per hour.

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

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

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

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

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

#### **14.7.3 Curriculum Commission Members**

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

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

**14.8 Health Insurance Coverage of Certain Retirees**

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

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

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

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

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

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.

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 District  BETA

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.

**14.9 Transportation Reimbursement**

Transportation reimbursement for District required and approved use of private automobile of unit members not identified for an annual allowance shall be at the allowable rate established by the Internal Revenue Service (IRS).

**14.10 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.

**14.11 Professional Growth Activities**

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

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

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

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

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

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

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

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

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

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

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

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End of Contract

**UNIT DESCRIPTION**

**Teachers – Pre-Kindergarten through Eighth Grade**

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**Teachers – Pre-Kindergarten through Eighth Grade**


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Academic Coach	English, Reading, Honors
Academic Coach ELL	English, Reading, Social Science
Academic Coach English Language Arts	Environmental Education Specialist
Academic Program Leader	Gifted & Talented Education (GATE)
Adaptive P.E. Specialist	Home Economics
Adaptive P.E. Teacher	Home School Program/HSP (GATE)
Art	Industrial Arts
Art Magnet	Industrial Arts, Reading
Art, ELD	Industrial Technology
Art, English/Reading	Infant Development Program
Art, Reading	Instructional Specialist
Art, Social Science	Instrumental Music
Autism	Instrumental Music, Choir
BETA President	Kindergarten
Communicatively Handicapped	Kindergarten Primary Language
Computer Lab	Kindergarten, Dual Immersion
Computer Magnet	Language Arts
Computer Specialist	Language Arts, Social Science
Consumer Education	Learning Handicapped
Consumer Education ELD	Learning Handicapped, NIP
Counselor	Library Media Specialist
Counselor, Part-Time	Library Media Specialist, ELD
Deaf and Hearing Impaired	Long Term Substitute
Dual Immersion	Magnet Art
English	Magnet Music
English (GATE)	Magnet Program Specialist
English Language Arts	Magnet Science
English Language Arts, Reading, Library	Magnet Specialist
Media	Math
English Language Development (ELD)	Math Lab
English, Math	Math, Choir
English, Reading	Math, Enrichment
English, Reading ELD	Math, Honors ELD
English, Reading GATE	Math, Music
English, Reading, Enrichment	Math, P. E.
English, Reading, GATE Honors	Math, Science

Middle School Teacher	Reading/Language Arts
Mild/Moderate (Special Ed.)	Resource Specialist
Mild/Moderate Primary Language	Resource Specialist, Primary Language
Moderate/Severe (Special Ed.)	Resource Teacher
Music	Resource Teacher, General Classroom
Music ELD	Resource Teacher, Math Intervention (CORE)
Music Magnet	Resource Teacher, Special Day Class
Music, Choir	School Nurse
Office Teacher	School Nurse, 11 Months
Office Teacher, 4 hour	Science
Outreach Specialist	Science Magnet
PBIS – Academic Coach	Science, Enrichment
Physical Education, ELD	Science, Math
Physical Education, Social Science	Science, Physical Education
Physical Education	Science, Social Science
Physically Handicapped	Severely Handicapped
Pre-Kindergarten	Social Science
Pre-Kindergarten Even-Start	Social Science, In School Suspension
Pre-Kindergarten M/S	Social Science, Industrial Arts
Pre-Kindergarten SH	Social Science, Math
Pre-Kindergarten, Bilingual	Social Science, P.E.
Pre-Kindergarten, Learning Handicapped	Social Science, Science
Pre-Kindergarten/Kindergarten Autism	Special Day Class
Primary Language	Speech Therapist
Program Specialist	Speech Therapist, Bilingual
Program Specialist, 11-Month	Summer School Teacher
Program Specialist, BTSA	Teacher on Special Assignment
Program Specialist, DHH	Teacher on Special Assignment - Special Education
Program Specialist, Family Support Services	Teacher, Intervention Specialist
Program Specialist, Healthy Start	Teacher, Reading Specialist
Program Specialist, Special Education Reading	Teacher, Restorative Classroom Specialist
Reading Lab	Teacher, Seal Specialist
Reading Specialist	Teacher/Evaluator
Reading Teacher	Technology Lab
Reading, English	Traveling Music
Reading, Language Arts Honors	Vocal Music

**2015-16  
School Calendar**

**Bakersfield City School District  
2015-16 School Calendar**

June 4, 2015

July/August Each Wednesday is a "Bank" day (early student release/extended teacher collaboration time)	M	TU	W	TH	FR	Date	Description
	--	--	--	30	31	July 30	Principals on Duty
	3	4	5	6	7	Aug. 5	School Secretaries and Clerks on Duty
	10	11	12	13	14	Aug. 12	New Teachers (1st year) Report
August/September 1 <sup>st</sup> School Month	17	18	19	20	21	Aug. 18	Staff on Duty
17 School Days	24	25	26	**27	28	Aug. 19	First Day of School
	31	1	2	3	4	Sept. 7	Labor Day Holiday
	7	8	9	10	11	Sept. 9	Admission Day Observance
September/October 2 <sup>nd</sup> School Month	14	15	16	**17	18	Sept. 15 - Oct. 15	National Hispanic Heritage Month Observance
20 School Days	21	22	23	24	25	Sept. 15	Back to School Night (Elementary)
	28	29	30	1	2	Sept. 17	U.S. Constitution Day Observance
	5	6	7	8	9	Sept. 17	Back to School Night (Middle/Jr. High)
October/November 3 <sup>rd</sup> School Month	12	13	14	15	16	Oct. 16	End of 1 <sup>st</sup> Grading Period
20 School Days	19	20	21	**22	23	Oct. 26-30	Parent Conference Week
	26	27	28	29	30	Oct. 30	Report to Parents Sent Home K-8
	2	3	4	5	6		
November/December 4 <sup>th</sup> School Month	9	10	11	12	13	Nov. 11	Veterans' Day Holiday
14 School Days	16	17	18	19	20	Nov. 16 - 20	American Education Week Observance
	23	24	25	26	27	Nov. 23-27	Thanksgiving Recess (Schools Only)
	30	1	2	**3	4	Nov. 26-27	Thanksgiving Day Holiday
December/January 5 <sup>th</sup> School Month	7	8	9	10	11		
10 School Days	14	15	16	17	18	Dec. 18	End of 2 <sup>nd</sup> Grading Period
	21	--	--	--	25	Dec. 21 - Jan. 1	Winter Break
	28	--	--	--	1	Jan. 1	New Year's Day Holiday
January 6 <sup>th</sup> School Month	4	5	6	**7	8		
19 School Days	11	12	13	14	15	Jan. 15	Report to Parents Sent Home K-8
	18	19	20	21	22	Jan. 18	Martin Luther King, Jr. Day Holiday
	25	26	27	28	29		
February 7 <sup>th</sup> School Month	1	2	3	4	5	Feb. 1-29	Black History Month Observance
18 School Days	8	9	10	**11	12	Feb. 8	Lincoln Day Holiday
	15	16	17	18	19	Feb. 12	Susan B. Anthony Day Observance
	22	23	24	25	26	Feb. 15	Washington Day Holiday
February/March 8 <sup>th</sup> School Month	29	1	2	3	4	March 1 - 31	Women's History Month Observance
15 School Days	7	8	9	10	11	March 4	Black American Day Observance
	14	15	16	**17	18	March 11	End of 3 <sup>rd</sup> Grading Period
	21	22	23	24	25	March 21 - 25	Spring Break
March/April 9 <sup>th</sup> School Month	28	29	30	31	1	March 28	In Lieu of Admission Day Holiday
19 School Days	4	5	6	7	8	March 31	Cesar Chavez Day Observance
	11	12	13	14	15	April 1	Report to Parents Sent Home K-8
	18	19	20	21	22		
April/May 10 <sup>th</sup> School Month	25	26	27	28	29		
20 School Days	2	3	4	5	6	May 5	Cinco de Mayo Observance
	9	10	11	**12	13	May 11	Day of the Teacher Observance
	16	17	18	19	20	May 16 - 20	Classified School Employee Week Observance
May/June 11 <sup>th</sup> School Month	23	24	25	26	27		
8 School Days	30	31	1	2	3	May 30	Memorial Day Holiday
	6	7	8	9	--	June 2	End of 4 <sup>th</sup> Grading Period/Last Day of School
						June 2	Report to Parents Sent Home K-8
						June 3	Staff on Duty
						June 9	Last Day Principals, School Secretaries, Clerks

**\*\* 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. 30<sup>th</sup>, Jan. 15<sup>th</sup>, April 1<sup>st</sup> and on June 2<sup>nd</sup>.**

**June 3<sup>rd</sup> and June 6<sup>th</sup> (Student Attendance Days) will be utilized only in the event  
that it is necessary to maintain 180 instructional days for the school year.**

**Holidays for 12-month employees are: July 2, Sept. 7, Nov. 11, Nov. 26-27, Dec. 25, one designated day,  
Jan. 1, Jan. 18, Feb. 8, Feb. 15, March 25, March 28 (in lieu of Admission Day) and May 30.**

**2016-17  
School Calendar**

**Bakersfield City School District  
2016-17 School Calendar**

02-02-16

<u>July/August</u> Each Weds. is a "Bank" day (early student release/extended teacher collaboration time)	M	TU	W	TH	FR	Date	Description
	---	---	---	28	29	July 28	Principals on Duty
	1	2	3	4	5	Aug. 3	School Secretaries and Clerks on Duty
	8	9	10	11	12	Aug. 10	New Teachers (1st year) Report
<u>August/September</u> 1 <sup>st</sup> School Month	15	16	17	18	19	Aug. 16	Staff on Duty
17 School Days	22	23	24	**25	26	Aug. 17	First Day of School
	29	30	31	1	2	Sept. 5	Labor Day Holiday
	5	6	7	8	9	Sept. 9	Admission Day Observance
<u>September/October</u> 2 <sup>nd</sup> School Month	12	13	14	**15	16	Sept. 15 - Oct. 15	National Hispanic Heritage Month Observance
20 School Days	19	20	21	22	23	Sept. 13	Back to School Night (Elementary)
	26	27	28	29	30	Sept. 15	Back to School Night (Middle/Jr. High)
	3	4	5	6	7	Sept. 16	U.S. Constitution Day Observance
<u>October/November</u> 3 <sup>rd</sup> School Month	10	11	12	13	14	Oct. 14	End of 1 <sup>st</sup> Grading Period
20 School Days	17	18	19	**20	21	Oct. 24-28	Parent Conference Week
	24	25	26	27	28	Oct. 28	Report to Parents Sent Home K-8
	31	1	2	3	4		
<u>November/December</u> 4 <sup>th</sup> School Month	7	8	9	10	11	Nov. 11	Veterans' Day Holiday
14 School Days	14	15	16	17	18	Nov. 14 - 18	American Education Week Observance
	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 <sup>th</sup> School Month	5	6	7	8	9		
15 School Days	12	13	14	15	16	Dec. 16	End of 2 <sup>nd</sup> Grading Period
	19	20	21	22	23		
	26	---	---	---	30	Dec. 26 - Jan. 6	Winter Break
<u>January</u> 6 <sup>th</sup> School Month	2	---	---	---	6	Jan. 2	New Year's Day Holiday
14 School Days	9	10	11	**12	13	Jan. 13	Report to Parents Sent Home K-8
	16	17	18	19	20	Jan. 16	Martin Luther King, Jr. Day Holiday
	23	24	25	26	27		
<u>January/February</u> 7 <sup>th</sup> School Month	30	31	1	2	3	Feb. 1-28	Black History Month Observance
18 School Days	6	7	8	**9	10	Feb. 13	Lincoln Day Holiday
	13	14	15	16	17	Feb. 15	Susan B. Anthony Day Observance
	20	21	22	23	24	Feb. 20	Washington Day Holiday
<u>February/March</u> 8 <sup>th</sup> School Month	27	28	1	2	3	March 1 - 31	Women's History Month Observance
20 School Days	6	7	8	9	10	March 3	Black American Day Observance
	13	14	15	**16	17	March 10	End of 3 <sup>rd</sup> Grading Period
	20	21	22	23	24	March 24	Report to Parents Sent Home K-8
<u>March/April</u> 9 <sup>th</sup> School Month	27	28	29	30	31	March 31	Caesar Chavez Day Observance
14 School Days	3	4	5	6	7		
	10	---	---	---	14	April 10 - 14	Spring Break
	17	18	19	20	21	April 17	In Lieu of Admission Day Holiday
<u>April/May</u> 10 <sup>th</sup> School Month	24	25	26	27	28		
20 School Days	1	2	3	4	5	May 5	Cinco de Mayo Observance
	8	9	10	**11	12	May 10	Day of the Teacher Observance
	15	16	17	18	19	May 15 - 19	Classified School Employee Week Observance
<u>May/June</u> 11 <sup>th</sup> School Month	22	23	24	25	26		
8 School Days	29	30	31	1	2	May 29	Memorial Day Holiday
	5	6	7	8	---	June 1	End of 4 <sup>th</sup> Grading Period/Last Day of School
						June 1	Report to Parents Sent Home K-8
						June 2	Staff on Duty
						June 8	Last Day Principals, School Secretaries, Clerks

\*\* 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<sup>th</sup>, Jan. 13<sup>th</sup>, March 24<sup>th</sup> and on June 1<sup>st</sup>.

June 2<sup>nd</sup> and June 5<sup>th</sup> (Student Attendance Days) will be utilized only in the event  
that it is necessary to maintain 180 instructional days for the school year.

Holidays for 12-month employees are: July 4, Sept. 5, Nov. 11, Nov. 24-25, Dec. 26, one designated day,  
Jan. 2, Jan. 16, Feb. 13, Feb. 20, April 14, April 17 (in lieu of Admission Day) and May 29.



**Teachers Annual Basic  
Salary Schedule – 2015-16**

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**TEACHERS ANNUAL BASIC SALARY SCHEDULE**  
2015-16  
3.5% INCREASE

BASED ON 7 HRS. 15 MIN. PER DAY INCLUDING LUNCH PERIOD						
S T E P	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
1	44,829	46,255	47,747	49,238	50,727	52,224
2	46,255	47,747	49,238	50,727	52,224	53,718
3	47,747	49,238	50,727	52,224	53,718	55,207
4	49,238	50,727	52,224	53,718	55,207	56,699
5	50,727	52,224	53,718	55,207	56,699	58,191
6	52,224	53,718	55,207	56,699	58,191	59,684
7	53,718	55,207	56,699	58,191	59,684	61,262
8	55,207	56,699	58,191	59,684	61,175	63,376
9	56,699	58,191	59,684	61,175	62,876	65,472
10		59,684	61,175	62,669	64,681	67,581
11			62,669	64,162	66,337	69,688
12				65,651	68,031	71,790
13					69,543	73,908
14					71,056	75,994
15						78,790
17						81,407
20						84,644
25						87,137
<u>STIPEND - ADD TO BASIC SALARY SCHEDULE</u>					<u>BONUS - ADD TO BASIC SALARY SCHEDULE</u>	
<u>DESCRIPTION</u>					<u>ADD</u>	
ACADEMIC PROGRAM LEADER					4,010	
COUNSELOR (School Based)					3,620	
COUNSELOR, PART-TIME					1,710	
MAGNET SPECIALIST					4,010	
PROGRAM SPECIALIST (School Based)					4,010	
PROGRAM SPECIALIST					4,010	
PROGRAM SPECIALIST, SPEC. ED.					3,420	
PROGRAM SPECIALIST (214 DAYS)					3,210	
RESOURCE SPECIALIST					1,820	
SCHOOL NURSE					363	
SPECIALIST (VARIOUS)					4,010	
SPEECH & LANGUAGE SPEC./THERAPIST					3,412	
TEACHER/OFFICE					2,730	
					MASTER'S 900	
					DOCTORATE 900	
					SPEC. ED. 750	
					MAGNET PROGRAM SHIFT	
					DIFFERENTIAL: 2,700	
					SPEECH & LANG. SPEC./ THERAPIST	
					CONT. SERVICE: 4,588	

**Pre-Kindergarten Teachers  
Basic Salary Schedule – 2015-16**

**BAKERSFIELD CITY SCHOOL DISTRICT**  
Human Resources

**PRE-KINDERGARTEN TEACHERS BASIC SALARY SCHEDULE**  
2015-16  
3.5% INCREASE

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

S T E P	1 CALIFORNIA CHILDREN'S CENTER PERMIT	2 CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 12 UNITS	3 CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 24 UNITS	4 CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 36 UNITS	5 CALIFORNIA CHILDREN'S CENTER PERMIT PLUS 48 UNITS	6 CALIFORNIA CHILDREN'S CENTER PERMIT PLUS BACHELOR'S DEGREE
1	29,370	31,509	33,083	34,676	36,256	37,840
2	30,737	32,756	34,345	35,933	37,512	39,087
3	32,123	34,013	35,595	37,178	38,764	40,339
4	33,639	35,266	36,843	38,427	40,014	41,597
5	34,890	36,520	38,097	39,682	41,266	42,855
6	36,134	37,766	39,354	40,935	42,522	44,101
7					43,771	45,356
8						46,827

**STIPEND - ADD TO BASIC SALARY SCHEDULE**

DESCRIPTION      ADD

Program Director      \$4,010

Apr-15

**Bank Day Purpose  
Recitals and Agreement**

m2  
RF  
W  
MSJ  
E  
PT

## **Memorandum of Understanding**

Between

Bakersfield City School District (BCSD)

and

Bakersfield Elementary Teachers Association (BETA)

(collectively referred to herein as "The Parties")

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the District and BETA to address the issues of preparation and planning time as outlined in their current collective bargaining agreement.

### **Purpose**

This MOU will establish the Bakersfield City School District's intention to dedicate a district-wide, weekly bank day for Professional Learning Community (PLC) time.

### **Recitals**

- A. The District and BETA agree that it is necessary to provide uninterrupted time in the work week, in order to meet the needs of our students through PLC collaboration.
- B. Professional Learning Community is defined as: "an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they (we) serve." (Dufour, Dufour, Eaker & Many, 2010). The four questions which guide the PLC process are:
  - 1. What is it we expect our students to learn?
  - 2. How will we know when they have learned it?
  - 3. How will we respond when some students do not learn?
  - 4. How will we respond when some students already know it?
- C. The Parties enter into this MOU to protect the amount of PLC time in the district, through implementation of a district-wide bank day.

### **AGREEMENT**

The Parties agree as follows:

#### **Article 4.2.5 District Bank Day**

- 1. Effective for the 2015-2016 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 PLC in their response to the four questions which are recorded above.

2. Administration and support staff will both facilitate and protect this PLC time on their respective campuses each week.
3. This reserved time shall be protected for the purpose of: Individual or group activities that are academic in nature and which relate directly to the individual or the collaborative work of the PLC. This time will be reserved for tasks such as scoring assessments, data analysis, collaborating on Common Formative Assessments (CFAs), and other types of grade level planning/collaboration.
4. In order to "bank time," instructional minutes will be distributed throughout the work week, not to exceed the total weekly student contact time as described in the Collective Bargaining Agreement, Section 4.15:
  - a. Kindergarten: 1,160 instructional minutes
  - b. First - Third Grades: 1,465 instructional minutes
  - c. Fourth - Eighth Grades: 1,565 instructional minutes
5. The parties recognize that, to be enforceable, this MOU must be approved or ratified by the District Governing Board at a lawfully called board meeting.
6. With the exception of the revisions described in this MOU, and all other MOUs currently in effect, all other terms of the Parties' Collective Bargaining Agreement will remain unchanged and will apply to all members of the BETA bargaining unit, subject to negotiated changes agreed to by the Parties.

#### Duration

This MOU may be modified by mutual consent of authorized officials from the District and BETA. This MOU shall become effective upon signature by the authorized officials from the BCSD and BETA and will remain in effect until modified or terminated by either of the Parties by mutual consent, or until such time as this language is adopted as part of the collective bargaining agreement.

It is SO AGREED:

  
Michelle Johnson, BETA President

April 20, 2015  
Date

  
Steven Comstock

Pamela Tarango  
Pamela Tarango

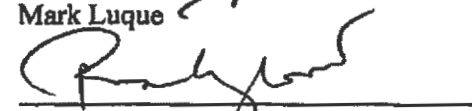
  
Celeste Woodard

  
Diane Cox, Asst. Sup Human Resources

April 20, 2015  
Date

  
Bridget Finch

Mark Luque  
Mark Luque

  
Russell Taylor

### **Teacher Evaluation Forms**

- **Certificated Employee Evaluation Form 10.0**
- **Summative Evaluation of Teaching Performance**
- **Recommendations for Improvement – Teacher**
- **Certificated Services Evaluation/Five Year Cycle Agreement**



10.0

**CERTIFICATED EMPLOYEE BASIS FOR EVALUATION FORM**

**Evaluatee** \_\_\_\_\_

**Evaluator** \_\_\_\_\_

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

**Date** \_\_\_\_\_

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

**I. Basis for evaluation (2 – 4 agreed upon smart 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
<b>Indicate Classification:</b> <input type="checkbox"/> Temporary <input type="checkbox"/> Intern/Probationary 0 <input type="checkbox"/> Probationary I <input type="checkbox"/> Probationary II <input type="checkbox"/> Permanent	<b>Quantity:</b> 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	<b>Dates:</b> <input type="checkbox"/> Prelim _____ <input type="checkbox"/> Final _____  Met all Standards _____

**3. Satisfactory – Meets Standards, or  
Progressing towards \***

**2. Needs Improvement  
(1-3 standards maximum on plan)**

**1. Unsatisfactory – Does not meet Standards  
(plan attached)**

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

	3	2	1
1.1 Knowing and understanding the needs of students to engage them in learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Connecting subject matter to meaningful, real-life contexts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Promoting critical thinking through inquiry, problem solving and reflection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Monitoring student learning and adjusting instruction while teaching.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**COMMENTS**

**STANDARD 2 – Creating and Maintaining Effective Environments for Student Learning**

	3	2	1
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Employ classroom 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"/>
2.7 Using instructional time to optimize learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**COMMENTS**

**STANDARD 3 – Understanding and Organizing Subject Matter for Student Learning**

	3	2	1
3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Organizing curriculum to facilitate student understanding of subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4 Utilizing instructional strategies that are appropriate to the subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.5 Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.6 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"/>

**COMMENTS**

**STANDARD 4 – Planning Instruction & Designing Learning Experiences for All Students**

	3	2	1
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"/>
4.2 Establishing and articulating goals for student learning.	<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"/>
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"/>

4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

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

COMMENTS

**STANDARD 5 – Assessing Students for Learning**

- |     |  |                          |                          |                          |
|-----|--|--------------------------|--------------------------|--------------------------|
| 5.1 | Applying knowledge of the purposes, characteristics, and uses of different types of assessments.           | 3                        | 2                        | 1                        |
| 5.2 | Collecting and analyzing assessment data from a variety of sources to inform instruction.                  | <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"/> |
| 5.4 | Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.5 | Involving all students in self-assessment, goal setting, and monitoring progress.                          | <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"/> |
| 5.7 | Using assessment information to share timely and comprehensible feedback with students and their families. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS

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

- |     |  |                          |                          |                          |
|-----|--|--------------------------|--------------------------|--------------------------|
| 6.1 | Reflecting on teaching practice in support of student learning.  | 3                        | 2                        | 1                        |
| 6.2 | Establishing professional goals and engaging in continuous and purposeful professional growth and development.                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.3 | Collaborating with colleagues and the broader professional community to support teacher and student learning.                  | <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"/> |
| 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"/> |
| 6.6 | Managing professional responsibilities to maintain motivation and commitment to all students.                                  | <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"/> |

COMMENTS

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

- |     |  |                          |                          |                          |
|-----|--|--------------------------|--------------------------|--------------------------|
| 7.1 | Implements the Values, Vision and Mission in accordance with the District Local Education Plan and policies.   | 3                        | 2                        | 1                        |
| 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"/> |
| 7.3 | Supervise students in out-of-classroom activities as designated by the site administrator.   | <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"/> |

COMMENTS

**RECOMMENDATIONS:**

1. Commendations and recommendations must be based on evidence relative to the Standards.
2. If the "Needs Improvement" columns are checked, the evaluator should complete and attach a "Recommendation for Improvement form" including evidence to support the findings for more than three (3) standard areas.
3. If the "Unsatisfactory" columns are checked, the evaluator must complete and attach a "Recommendation for Improvement form" including evidence to support findings.

**\*Indicate in Comments box if the employee is progressing and what support is provided.**

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 if 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 \_\_\_\_\_

05/15

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
<b>ITEM NO.</b>	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.	
<b>STANDARD 1</b>  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>	
<b>STANDARD 2</b>  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>	
<b>STANDARD 3</b>  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>	
<b>STANDARD 4</b>  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>	
<b>STANDARD 5</b>  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>  <b>Developing as a Professional Educator</b>	Standard (        ): _____ Assistance Provided to Date: _____ Teacher Responsibility: _____ Assistance to be Provided: _____ Evidence: _____ Timeline: _____
---	--

<b>STANDARD 7</b>  <b>BCSD Professional Responsibilities for Teachers</b>	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

**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 - 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

11/12



**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.

**Smart Find Express – Substitute System**

Web Browser Access Instructions

Telephone Access Instructions

## WEB BROWSER ACCESS INSTRUCTIONS

### SIGN IN

Open your browser and access the SmartFindExpress Sign In page. Review the messages above the Sign In. Enter your Access ID and PIN. Review additional announcements on your home page, if any.

### PIN REMINDER

The "Forgot your PIN?" 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 to use this option.*

*If the submitted information is valid, the system sends the user an email containing their PIN. This information will enable the user to successfully log into the system. The email is sent to the email address in the user's profile. If the submitted information is invalid, the system will return an error message and allow new information to be entered.*

### TO CREATE AN ABSENCE

Choose the **Create an Absence** link

**Important Note:** Items in **Bold** are required to complete an Absence and receive a Job Number.

- **Select the Location**
- **Select the Classification**
  - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu**
- **Enter Budget Code, if applicable**
- **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.** Select the **Modify Schedule** button.
  - 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
  - Select the **Continue** button
- **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
- Select the **Create Absence** button to receive a Job Number. Please record this Job Number.

### 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.

**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.

Bakersfield City School District  
Employee Quick Reference Card

System Phone Number **578-6618**

Help Desk Phone Number **631-4861**

Write your Access ID number here \_\_\_\_\_

Write your PIN number here \_\_\_\_\_

Web Browser URL: <https://bakfield.schoolsolutions.com>

### THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:

	Today's Jobs	Future Jobs
Weekdays	Starts at 5:00 am and continues until 40% of completion of job	4:30 pm – 9:30 pm
Saturday	None	None
Sunday	None	5:00 pm – 9:30 pm
Holidays	None	4:00 pm – 10:00 pm

### REASONS FOR ABSENCE:

1. Sick
2. Family Illness
3. Vacation
4. Funeral
5. Jury Duty
6. Personal Necessity
7. Personal Leave
8. Personal Business
9. Own Time

**TELEPHONE ACCESS INSTRUCTIONS**

1. Enter your Access ID followed by the star (\*) key
2. Enter your PIN followed by the star (\*) key

(If you do not have a PIN, enter your Access ID again, when prompted for your PIN. You will then be able to enter a new PIN to use.)

**REGISTRATION**

1. Record your name followed by the star (\*) key  
PRESS 1 to Accept  
PRESS 2 to Re-enter  
PRESS 9 to Exit and hang-up
2. Hear your work locations and job descriptions. If they are not accurate, contact the help desk.

3. If your PIN is the same as your Access ID, enter a new PIN  
Enter a PIN at least six (6) digits in length followed by the star (\*) key  
PRESS 1 if Correct  
PRESS 2 to Re-enter  
PRESS 9 to Exit and hang-up

**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 or Change Language Preference\*
- 9 - Exit and hang-up

\*If multiple languages are configured

**WORK AT MULTIPLE LOCATIONS?**

1. If you pressed 1 to Create an absence  
Enter the location code followed by the star (\*) key or wait to hear a list of locations

2. PRESS 1 to Accept location choice  
PRESS 2 to Re-enter  
PRESS 9 to Exit to menu options

**1- TO CREATE AN ABSENCE**

1. Enter dates for the absence  
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  
PRESS 9 to Exit to menu options

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  
Enter two digits for the month and two digits for the day (MMDD)  
PRESS 9 to Exit to menu options

For all options  
Enter Start Time

PRESS 1 to Accept offered time  
PRESS 2 to Enter time  
Enter two digits for the hour and two digits for the minutes in HHMM format. Enter 1 for am or 2 for pm  
PRESS 9 to Exit to menu options  
Repeat procedure for end date and time

3. Enter the reason from page 1 followed by the star (\*) key or wait for a list of reasons  
PRESS 1 if Correct  
PRESS 2 to Re-enter  
PRESS 9 to Exit to menu options
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  
PRESS 9 to Exit to menu options

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 2 if the Substitute should be called  
PRESS 3 if the Substitute has already agreed to work and does not need to be called  
PRESS 9 to Exit to menu options  
PRESS 2 to Bypass requesting a substitute  
PRESS 3 to Re-enter

7. Complete Absence  
PRESS 1 to Receive the job number  
Record the Job Number. The Job Number is your confirmation.  
PRESS 1 to Hear the job number again  
PRESS 9 to Exit to menu options  
PRESS 2 to Review absence information

**2- 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  
PRESS 8 to Hear the next absence  
PRESS 9 to Exit to menu options

2. If you pressed 2 to Modify special instructions  
PRESS 1 to Delete  
PRESS 2 to Re-enter

Record instructions. Press the star (\*) key when done  
Hear the new instructions  
PRESS 1 if Correct  
PRESS 2 to Re-enter  
PRESS 9 to Exit

PRESS 9 to Exit and hear next absence

3. 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  
PRESS 9 to Exit and hear next absence  
PRESS 9 to Exit and hear next absence (without cancelling)  
Once you confirm a request to cancel the job, you MUST wait for the system to say "Job Number has been cancelled."

**3- TO REVIEW WORK LOCATIONS AND JOB DESCRIPTIONS**

1. Hear a list of your work locations and job descriptions

**4- TO CHANGE PIN OR RE-RECORD NAME**

1. PRESS 1 to Change your PIN  
PRESS 2 to Change the recording of your name  
PRESS 9 to Exit to menu options

2. If you pressed 1 to Change your PIN  
Enter a new PIN at least six (6) digits in length, followed by the star (\*) key  
PRESS 1 if Correct  
PRESS 2 to Re-enter  
PRESS 9 to Exit to menu options

3. If you pressed 2 to Change the recording of your name  
Record your name. Press the star (\*) key when done  
PRESS 1 to Accept  
PRESS 2 to Re-record name  
PRESS 9 to Exit to menu options

**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.

*BCSD/BETA Contract: July 1, 2015 through June 30, 2018*

Bakersfield City School District


  
\_\_\_\_\_  
Dr. Diane J. Cox

  
\_\_\_\_\_  
Dr. Tim Fulenwider


  
\_\_\_\_\_  
Steve McClain

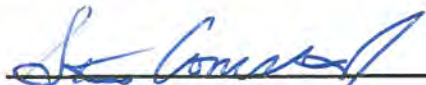
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Date

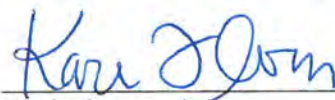
Bakersfield Elementary Teachers Association

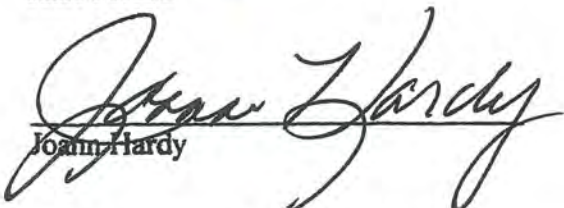
  
\_\_\_\_\_  
Michelle Johnson, President

  
\_\_\_\_\_  
Lisa Buckner

  
\_\_\_\_\_  
Thomas Tarrer

  
\_\_\_\_\_  
Steven Comstock

  
\_\_\_\_\_  
Kari Florez

  
\_\_\_\_\_  
Joann Hardy

December 12, 2016  
\_\_\_\_\_  
Date

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