

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.

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End of Article 1: Recognition

Article 2: GRIEVANCE PROCEDURE

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

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

2.1 Level I

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

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

The supervisor shall communicate a decision to the unit member in writing within twenty (20) days after receiving the grievance.

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

2.2 Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days.

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

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1 **2.3 Level III (Grievance Mediation)**

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

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

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

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

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

17 **2.4 Level IV (Arbitration)**

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

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

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

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

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

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

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

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

18 **2.5 General Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 **2.5.11** A grievant may withdraw a grievance at any time without prejudice; however,
2 any such withdrawal shall not add on or otherwise extend the timelines provided in this
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28 **End of Article 2: Grievance Procedure**

Article 3: DISTRICT RIGHTS

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

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

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End of Article 3: District Rights

Article 4: HOURS

4.1 The number of scheduled work days shall be one hundred eighty-two (182) annually. (See Sections 4.15.4 and 4.16: Instruction Days Per School Year)

4.2 Work Day

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

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

4.2.2 Notwithstanding Section 4.2.1 the immediate supervisor may require A.M. Kindergarten teachers who share a classroom and special education teachers to begin and end their normal workday of seven (7) hours and fifteen (15) minutes earlier than other unit members at the school site, but within the normal limits of 7:30 A.M. to 3:15 P. M. (except for unit members assigned to the Extended Learning Program (“ELP”), which shall be between 10:00 A.M. – 6:30 P.M.)

4.2.3 For purposes of definition, “preparation/planning time,” as used in Section 4.2.4 refers to a designated, daily (including on minimum days at late-start schools, parent/teacher conference weeks and PLC days) period of uninterrupted, personal planning and preparation, of not less than forty (40) consecutive minutes for each teacher in junior high/middle school and thirty (30) consecutive minutes for each teacher in the elementary schools.

4.2.3.1 Transitional Kindergarten (TK) – Kindergarten Schedule

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

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

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

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

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

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

4.2.4 Preparation/Planning Time

In grades Transitional Kindergarten (TK) 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 (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.

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

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

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

18 **4.2.5 District Bank Day**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **4.3** The length of the unit member duty day and number of annual duty days of unit
26 members is listed in Appendices C through D-3.

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1 **4.4 Limitation on Additional Required Duty**

2 **4.4.1** Unit members shall not be required to perform any duty on days outside of the
3 one hundred eighty-two (182) duty days as specified in the school year calendar,
4 Appendix B, pursuant to Sections 4.15 and 4.16. (See Sections 4.15.4 and 4.16,
5 Instruction Days Per School Year)

6 **4.4.2** Unit members shall not be required to perform duties which begin after regular
7 duty hours with the exception of a single open house activity, to take place within the first
8 four (4) weeks of school, limited to two (2) hours and terminated not later than 8:00 p.m.

9 **4.4.3** Required duties that begin during the regular duty day and extend beyond shall
10 be minimal in number, shared as equally as possible by all unit members at a particular
11 site and shall not extend more than fifteen (15) minutes beyond the end of the regular duty
12 day, unless the safety of the pupils due to a delayed bus schedule requires an additional
13 fifteen (15) minutes.

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

17 **4.4.4** Unit members, although not required, are encouraged to volunteer for duty
18 outside of regular duty hours. Voluntary duties currently paid at the current project rate.

19 **4.5 Noon Duty Supervision**

20 **4.5.1** All unit members shall be entitled to a duty-free uninterrupted lunch period of not
21 less than thirty (30) minutes.

22 **4.5.2** Unit members shall not be required to supervise students during students' lunch
23 period, subject to the provisions of Sections 4.5.3 through 4.5.10 below.

24 **4.5.3** Noon duty supervision may be assigned to teachers on an extra pay basis. If unit
25 members are assigned to noon supervision, they shall be paid at the current project rate.

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

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

11 **4.5.6** Volunteering for paid noon duty, either on an hourly basis or on a stipend basis,
12 does not excuse a unit member from regularly assigned yard and building supervision.

13 **4.5.7** The principal shall have sole responsibility in selecting the unit members
14 designated for noontime supervision.

15 **4.5.8** Such noontime supervision duty shall be voluntary, subject to Section 4.5.10.

16 **4.5.9** In cases where there is/are not a volunteer(s) or said volunteer(s) is/are absent,
17 the principal shall assign from a volunteer pool of certificated staff as needed for the
18 absent designated noon duty supervisor(s), to be paid at the current project rate.

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

21 **4.5.10** If the principal is unable to assign a replacement for the noon supervisor from the
22 volunteer pool, said principal shall assign noon duty on an equitable rotational basis at
23 the current project rate as stipulated in Section 14.13 of the Collective Bargaining
24 Agreement.

25 **4.6** **Minimum Days**

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

4.7 Dismissal on Minimum Days

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

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

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

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

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

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

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

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

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

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

1 **4.12.4** The schedule, specific duties, and location for such time shall be established in
2 advance, except for unforeseen circumstances of an emergent nature. It is not the
3 intention of this section to utilize Transitional Kindergarten and Kindergarten teachers in
4 a manner so as to avoid hiring a substitute teacher in the primary grades when it is feasible
5 and appropriate to do so.

6 **4.12.5** Student contact time for Transitional Kindergarten and Kindergarten teachers
7 shall be up to one thousand, two hundred (1,200) minutes per week (excluding recesses
8 for TK and K sessions.)

9 **4.12.6** Student contact time for K/1, first, second, and third grade teachers shall be up to
10 one thousand, four hundred and sixty-five (1,465) minutes per week, except for staggered
11 schedules, which shall be up to one thousand, five hundred sixty-five minutes (1,565) per
12 week, exclusive of recesses.

13 **4.12.7** No Transitional Kindergarten, Kindergarten, Kindergarten/First, First, Second, or
14 Third grade teacher shall be assigned to a staggered schedule without that teacher’s
15 consent.

16 **4.13** The site administrator shall ensure that the number of minutes of yard duty assigned
17 to Transitional Kindergarten, Kindergarten, and Kindergarten/First teachers shall not
18 differ substantially from the number of minutes of yard duty assigned to first, second, and
19 third grade teachers at the same school.

20 **4.14 Curriculum Commission, Junior High or Middle School Department**
21 **Chairs/Leaders, Elementary School Grade Level Chairs/Leaders**

22 Unit members who volunteer or are asked and agree by the immediate supervisor
23 to the specific position of Curriculum Commission, Junior High or Middle School
24 Department Chairs/Leaders, Elementary School Grade Level Chairs/Leaders shall be
25 compensated at the project rate pursuant to Article 14.13, for required duty, as determined
26 by the immediate supervisor, that occurs outside of the regular duty day.

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1 **4.15 Calendar**

2 **4.15.1** The number of workdays referenced in Section 4.1 shall be distributed according
3 to the calendar in Appendix B.

4 **4.15.2** The annual work year calendar shall follow the same format of the previous year’s
5 calendar, including eight (8) two-hour late start collaboration days unless negotiated
6 otherwise. The work year calendar shall be prepared by the District and mutually agreed
7 upon by the District and BETA prior to presentation to and approval by the BCSD School
8 Board. The District agrees to share the prepared calendar with BETA within five (5) work
9 days of the prepared calendar’s completion and the parties agree to meet within ten (10)
10 work days of the prepared calendar’s completion to come to an agreement on the prepared
11 calendar.

12 **4.15.2.1** Effective for the 2005-06 school year, unit members not considered as twelve-
13 month employees shall receive eleven monthly regular salary warrants, excluding the
14 month of July.

15 **4.15.3** The parties agree that in the event school is closed because of inclement weather
16 or for other purpose, a make-up day will be scheduled to take the place of the day(s)
17 school is/are closed, so that one hundred eighty (180) days of instruction are maintained.
18 Such make-up days shall be without additional pay.

19 **4.15.4** Pursuant to 4.15.3, the calendar shall include two (2) additional student
20 attendance days to be utilized only in the event that it is necessary to maintain One
21 Hundred Eighty (180) instructional days for the school year.

22 **4.15.5 Thanksgiving Recess**

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

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1 **4.16 Instruction Days Per School Year**

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

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

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

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

11 Prior to the first day of school, all unit members assigned to a classroom shall have
12 not less than one (1) uninterrupted workday to prepare their assigned classroom.

13 **4.17 Flex Time**

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

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

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

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

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

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28 **End of Article 4: Hours**

ARTICLE 5: LEAVE PROVISIONS

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

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

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

5.2 Personal Illness and Injury Leave

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

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

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

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

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

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

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

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

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

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

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

10 **5.2.5** Unit members in a position requiring a substitute teacher shall give reasonable
11 notice by contacting the automated substitute calling system when there is a need to be
12 absent. Unit members in a position not requiring a substitute teacher shall give
13 reasonable notice by contacting the automated substitute calling system and, if requested,
14 their immediate supervisor when there is a need to be absent. Reasonable notice shall be
15 construed to be two (2) hours prior to the start of class session. Failure to provide
16 reasonable notice as set forth in this Article shall constitute an untimely request and be
17 grounds for denial of leave with pay, unless the failure was caused by an emergency.

18 **5.2.5.1 Requests for Substitutes**

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

21 All requests for substitutes shall be submitted through the automated substitute
22 calling system except where specified otherwise below. If the automated substitute
23 calling system is not functioning, then the unit member shall contact the Principal or
24 designee. The District will make every effort to assure that the automated substitute
25 calling system is functioning as of the first day staff is required to be on duty for all sites.

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

3 **5.2.6** Unit members may be absent from duty for less than a full day and, in that event,
4 shall have that time deducted from their accumulated sick leave in minimum increments
5 of one-half (1/2) hour. Any fraction of a half-hour shall count as one-half (1/2) hour.
6 Except in the case of an emergency, partial day absences shall be reported in accordance
7 with the following:

- 8 1. By 5:00 p.m. the day before a planned partial absence, such absences shall be
9 reported by contacting the automated substitute calling system.
- 10 2. If a substitute is not identified by the start of the instructional day of the planned
11 partial absence, the site administrator or designee shall be responsible for
12 managing the absence.
- 13 3. In the event of a same day emergency arising during normal work hours, the unit
14 member shall report the partial day absence to the automated substitute calling
15 system and to the site administrator or designee.

16 **5.2.7** By not later than October 1 of each school year, each unit member shall be notified
17 of their sick leave total and sick leave entitlements accumulated as of September 1.

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

23 **5.3 Personal Business (“No Tell Days”):** In lieu of personal necessity leave, a unit
24 member may request to utilize up to seven (7) days of sick leave in cases of personal
25 business, subject to the following conditions:

26 **5.3.1** Such leave shall not be used for personal gain or the participation in any job action
27 or any withholding of services from the District.

1 **5.3.2** Personal Business Days will not be granted to unit members for the purpose of
2 extending a weekend, holiday, or vacation or recreational period. Personal Business
3 Days shall be deducted from accrued and unused sick leave.

4 **5.3.3** Advance notification to utilize Personal Business shall be given by the unit member
5 by entering the intended absence into the automated absence reporting system as notice
6 to the Assistant Superintendent of Human Resources or designee at least twenty-four (24)
7 hours in advance of the day on which the Personal Business Day(s) is/are intended to be
8 taken. If, due to circumstances beyond the unit member's control, it is impossible to
9 request advance permission and the unit member determines that time off must be taken,
10 the unit member shall enter the intended absence into the automated absence reporting
11 system and give digital or verbal notice to the site administrator and shall file the leave
12 request immediately upon return to duty.

13 **5.3.4** Entering an absence for personal business into the automated absence reporting
14 system is a certification by the unit member that the request will not be used for personal
15 gain, any job action, or the withholding of services from the District, or for the purpose
16 of extending a weekend, holiday, or vacation period, or for recreational purposes.

17 Assistant Superintendent of Human Resources or designee will not require unit members
18 to provide reasons for use of Personal Business Days.

19 **5.4** **Absence for Personal Leave**

20 Unit members are eligible for three (3) days personal leave which shall not be
21 chargeable to sick leave. The lowest day-by-day substitute pay rate shall be deducted
22 from the unit member's salary for time granted. The purpose of requesting personal leave
23 shall be at the discretion of the unit member. Absence for personal leave shall be reported
24 following procedure in section 5.2.5. Only under extreme circumstances will requests
25 be granted during the first and last week of school.

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

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1 **5.6 Absence for Personal Reasons**

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

9 Absences for personal reasons shall be without salary.

10 **5.7 Bereavement Leave**

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

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

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

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

26 **5.7.5** Leave taken under this subdivision shall be concluded within 90 days of the date of
27 death. For leave taken under this subdivision after 90 days, unit members may submit a
28 bereavement leave claim to Human Resources. If the Unit Member's request is denied,

1 within five (5) days of the denial, the claim shall be reviewed by the catastrophic leave
2 committee for acceptance or denial. Upon acceptance, the unit member shall be granted
3 paid bereavement leave up to five (5) days or the remainder of bereavement leave not
4 taken during the prior ninety (90) day period defined in this section. In the event of a
5 claim denial by the catastrophic leave committee, a unit member may take up to five (5)
6 days or the remainder of leave not taken during the prior ninety (90) day period defined in
7 this section as unpaid bereavement leave.

8 **5.8 Leave for Pregnancy Disability**

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

13 **5.8.1** Unit members are entitled to use sick leave and extended sick leave as set forth in
14 Sections 5.2.1, 5.2.2, and 5.2.3 above when disabled due to pregnancy or a related
15 medical condition, including miscarriage, childbirth, and recovery therefrom on the same
16 terms and conditions governing leaves of absence for other illnesses or disabilities.

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

21 **5.8.2** Unit members are entitled to leave without pay or other benefits when disabled
22 due to pregnancy or a related medical condition, including miscarriage, childbirth, or
23 recovery therefrom when sick leave and extended sick leave as set forth in Sections 5.2.1,
24 5.2.2, and 5.2.3 have been exhausted to the extent provided by law. The date on which
25 the unit member must resume duties shall be determined by the unit member and the unit
26 member's health care provider.

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1 **5.8.3** A unit member on leave for pregnancy disability shall be entitled to return to the
 2 same or comparable position (i.e., same grade or subject) to that held at the time the leave
 3 began.

4 **5.9 Child Bonding Leave**

5 **5.9.1** A unit member may utilize available leave under the California Family Rights Act up
 6 to a maximum of twelve (12) weeks for the birth of the unit member's child, or for foster care
 7 placement or adoption of a child by the employee. The unit member will be eligible for only
 8 one such leave of absence per child; however, if a school year ends before the 12-week period
 9 is exhausted, the employee may take the balance of the 12 weeks in a subsequent school year.
 10 Child Bonding Leave pursuant to Education Code section 44977.5 shall run concurrently
 11 with bonding leave taken pursuant to the California Family Rights Act.

12 **5.9.2** A unit member must request child bonding leave as soon as practicable, but no less
 13 than thirty (30) days prior to the date the leave is to begin when the need for the leave is
 14 foreseeable. The request must include the dates the unit member wishes to begin and end
 15 the leave.

16 **5.9.3** A unit member must use any accrued or accumulated sick leave while on child
 17 bonding leave, whether or not the unit member is disabled due to pregnancy or a related
 18 medical condition, including miscarriage, childbirth, and recovery. After sick leave as
 19 provided in Sections 5.2.1 and 5.2.3 has been exhausted, the unit member shall be entitled to
 20 additional non-accumulated leave at differential pay for any of the remaining twelve (12)
 21 weeks available (Education Code 44977.5). The amount deducted for leave purposes from
 22 the unit member's salary shall be less than the unit member's salary and shall be the amount
 23 actually paid a substitute employed to fill the position during the leave, or if no substitute is
 24 employed, the amount which would have been paid to a substitute to fill the position; in either
 25 event, the compensation a unit member shall receive shall be no less than fifty percent (50%)
 26 of their regular salary for the remaining portion of the 12-week period of parental leave. The
 27 school district shall make every reasonable effort to secure the services of a substitute
 28 employee.

1 **5.9.4** Health insurance benefit contributions will be made during the child bonding
2 leave as provided by applicable provisions of California or Federal law and regulations.

3 **5.9.5 Child Bearing Preparation and Child Rearing Leave**

4 **5.9.5.1** Leave without pay or other benefits may be granted to a unit member for child
5 bearing preparation and for child rearing.

6 **5.9.5.2** The unit member must request leave under this section as soon as practicable, but
7 under no circumstances less than twenty (20) work-days prior to the date on which the leave
8 is to begin. The request must be in writing and include the dates the unit member wishes to
9 begin and end the leave without pay.

10 **5.9.5.3** Determination as to the date on which the leave shall begin and the duration of the
11 leave shall be made at the discretion of the Assistant Superintendent of Human Resources, or
12 designee, after consideration of the District's scheduling and absence coverage issues.

13 **5.9.5.4** The duration of any leave under this section shall be no more than twelve (12)
14 consecutive months., and shall run concurrently with and be counted against leave
15 available under the Family Care and Medical Leave Act and/or the California Family
16 Rights Act. The leave of absence may be extended for good reason to cover a total time
17 of two (2) calendar years.

18 **5.9.5.5** No diminution of employment status shall result from child bearing or child rearing
19 leave except that a unit member shall not be entitled to compensation (other than as provided
20 herein or by law), nor shall the time taken for child bearing or child rearing leave count toward
21 credit for probationary unit members in earning tenure status.

22 **5.10 Industrial Accident Leave**

23 **5.10.1** Unit members shall be entitled to industrial accident leave according to the
24 provision of Education Code Section 44984 for personal injury which has qualified for
25 worker's compensation under the provision of State law.

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

5 **5.10.3** The District has the right to have the unit member examined by a physician
6 designated by the District to assist in determining the length of time during which the
7 unit member will be temporarily unable to perform assigned duties and the degree to
8 which a disability is attributable to the injury involved.

9 **5.10.4** For any days of absence from duty as a result of the same industrial accident, the
10 unit member shall endorse to the District any wage loss benefit check from the State
11 Compensation Insurance Fund which would make the total compensation from both
12 sources exceed one hundred percent (100%) of the amount the unit member would have
13 received as salary had there been no industrial accident or illness.

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

18 **5.11 Judicial Leave**

19 **5.11.1** Unit members will be provided leave for regularly called jury duty and to appear
20 as a witness in court, other than as a litigant, for reasons not brought about through the
21 connivance or misconduct of the unit member. This unit member shall submit a copy of
22 the jury summons for an approved absence no less than ten (10) days, or as soon as the
23 unit member is notified of the call to jury duty or to appear as a witness, prior to the
24 beginning date of the leave. Unit members shall not be required to submit any additional
25 documentation except in cases of suspected fraud.

26 **5.11.2** The unit member, while serving jury duty, will receive pay in the amount of their
27 regular earnings. The unit member shall have two (2) pay periods to return any jury duty fees
28 received, excluding mileage allowance. If the unit member does not return the jury duty fees

1 to the District within two (2) pay periods, the District shall deduct the jury duty fees from the
2 third pay warrant.

3 **5.11.3** When a unit member other than the plaintiff is necessarily absent because of their
4 appearance in court in response to a subpoena duly served, the amount deducted from their
5 salary on account of such absence shall not exceed the sum which they receive because of the
6 subpoena.

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

12 **5.12** **Illness in Family**

13 **5.12.1** Pursuant to Section 5.2.1 and Section 5.2.3, but exclusive of the provisions of Section
14 5.2.2, personal illness and injury leave may be utilized for the illness of a mother, father,
15 grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee,
16 and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit
17 member, “step” relations of the above, or any relative living in the immediate household of
18 the above, or any relative living in the immediate household of the unit member.

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

24 **5.13** **Other Leave Provisions**

25 **5.13.1** Upon recommendation of the Assistant Superintendent of Human Resources, or
26 designee, and approval by the Board of Education, leave without compensation,
27 increment, seniority, or tenure credit, may be granted for a period of one (1) school year
28 for the following purposes: Peace Corps, care for a member of the immediate family who

1 is ill, long-term illness of the unit member, service in an elected public office,
2 professional study or research, or for any other reason acceptable to the Board of
3 Education.

4 **5.13.2** A leave of absence may be granted for less than but not more than one (1)
5 calendar year. However, a leave of absence may be extended for good reason to cover a
6 total time of two (2) calendar years.

7 **5.13.3 Expiration of Leave of Absence**

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

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

22 **5.13.4** Failure to report for duty at the expiration of a leave of absence shall be
23 considered sufficient cause for dismissal.

24 **5.13.5 Medical Benefits During Leave**

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

1 **5.13.5.1** Placement of a BETA unit member on the 39-month re-employment list
2 pursuant to Education Code Section 44978.1 (“39-month re-employment list”) does not
3 constitute a “leave of absence.” Consequently, Section 5.13.5 is inapplicable to
4 individuals placed on a 39-month re-employment list.

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

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

15 **5.13.6 Leave of Absence — No Break in Service**

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

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

23 **5.14 Military Leave**

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

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

4 **5.15 Application of Accumulated Sick Leave to Unit Member's Retirement**

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

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

15 **5.16 State Teachers' Retirement System (STRS) Disability Allowance Leave**

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

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

23 **5.17 DONATION OF SICK LEAVE FOR CATASTROPHIC ILLNESS**

24 **5.17.1** The District shall establish a catastrophic illness sick leave bank to which eligible
25 unit members may donate earned and unused sick leave. This donation shall be
26 irrevocable and shall be accomplished by the unit member completing a written form
27 entitled "Catastrophic Illness Sick Leave Bank Donation Form." The form shall clearly
28 state that the sick leave days being donated are irrevocably given to the Catastrophic

1 Illness Leave Bank, and cannot be rescinded for any reason whatsoever. A donation to
2 the Catastrophic Illness Leave Bank shall be a general donation and shall not be donated
3 to a specific employee for their exclusive use.

4 **5.17.2** "Catastrophic illness" or "injury" shall be defined as an illness or injury that is
5 expected to incapacitate an employee for an extended period of time, or that incapacitates
6 a member of the employee's family which incapacity requires the employee to take time
7 off from work for an extended period of time to care for that family member, and taking
8 extended time off work creates a financial hardship for the employee because they have
9 exhausted all of their sick leave.

10 **5.17.3 Governing Committee**

11 **5.17.3.1** The Governing Committee shall be composed of five members:

- 12 **1.** Three bargaining unit members chosen by BETA;
13 **2.** Two administrators chosen by the District.

14 **5.17.3.2** The duties of the Governing Committee shall include the following:

- 15 **1.** To approve requests for withdrawal from the sick leave bank consistent with the terms
16 and conditions set forth in this section;
17 **2.** To make any additionally necessary governing decisions relative to the operation of
18 the sick bank consistent with this section.

19 **5.17.3.3** Governing decisions will be made by consensus, where possible. Where a
20 consensus decision cannot be reached, the governing decisions will be made on the basis
21 of four votes or more.

22 **5.17.4 Qualifications to Make Donations**

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

- 25 **1.** The unit member must be a certificated employee of the District per Article 1.
26 **2.** The unit member must have an accumulated sick leave balance of at least ten (10)
27 days at the start of the school year in which the donation is to be made.

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1 **5.17.5 Qualifications to Participate**

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

6 **5.17.6 Maximum Number of Days in Sick Leave Bank**

7 **5.17.6.1** The maximum number of days which may be accumulated in the sick leave
8 bank is two thousand (2,000) days.

9 **5.17.6.2** Any days remaining in the sick leave bank at the end of the school year will be
10 credited to the sick leave bank for the next school year not to exceed two thousand (2,000)
11 days.

12 **5.17.7 Qualifications of Recipient**

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

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

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

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

26 **5.** Any unit member requesting use of sick leave days in the catastrophic illness leave
27 bank must provide the Governing Committee with written verification of the catastrophic
28 illness certifying they meet the definition of “catastrophic illness or injury” set forth in

1 5.17.2. Such verification must be prepared in writing by a licensed physician of the State
2 of California. The Governing Committee may require the unit member who is
3 incapacitated to undergo an examination by a physician selected from a list supplied by
4 the District, at the District's expense, to verify the injury or illness, the degree of
5 disability, and the anticipated length of disability.

6 **5.17.8** Recipients of sick bank days shall receive those days in the form of their regular
7 salary; the cost of a substitute, if employed, shall not be deducted from the sick leave.
8 Leave granted under this provision shall not preclude the District from designating such
9 leave as FMLA/CFRA qualifying or as otherwise permitted by law.

10 **5.17.9 Procedure**

11 **1.** The solicitation for the catastrophic illness leave bank shall be solicited by the
12 BCSD/BETA throughout the school year. The Governing Committee shall develop all
13 forms which are to be used by BCSD/BETA for purposes of solicitation. All donation
14 forms must be received by the Payroll Office of the District no later than the last working
15 day of each school year.

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

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

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28 **End of Article 5: Leave Provisions**

Article 6: CLASS SIZE

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

- a. Transitional Kindergarten to Third Grade (TK-3): twenty-four to one (24:1);
- b. Fourth to Eighth Grade (4-8): twenty-nine to one (29:1).

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

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End of Article 6: Class Size

Article 7: EVALUATIONS

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

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

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

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

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

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

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

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,

1 selected by the evaluatee from a list of five (5) administrators supplied by the
2 Superintendent. Such administrator will then resolve the differences.

3 **7.3.2** The evaluatee shall identify those conditions that affect the attainment of goals
4 and/or objectives.

5 **7.3.3** One (1) preliminary review conference will be held **prior to December 15th** at
6 which time a summary evaluation will be discussed with the evaluator and the evaluatee.

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

11 **7.3.5** Hearsay statements shall be excluded from written evaluations.

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

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

22 **7.3.8** Upon an unsatisfactory evaluation, the evaluator shall make specific
23 recommendations for improvement, and endeavor to assist in the unit member's
24 performance.

25 **7.3.9** A final evaluation conference will be held no later than March 1st. The evaluator
26 will present the written evaluation and discuss the matters with the unit member. The unit
27 member must sign the evaluation signifying only that the unit member has read the
28 document, and has been provided the opportunity of attaching a written response that will

1 become a part of the permanent record. Should a unit member be out on leave or absent
2 during this time, the deadline may be extended for an amount of time less than or equal
3 to the amount of time the unit member was out/absent.

4 **7.3.10** Unit members who are assigned after the fifteenth pupil attendance day shall be
5 evaluated on a modified time line as follows: goals and objectives (Section 7.3.1
6 Procedure) developed within thirty (30) days after assignment, first evaluation (Section
7 7.3.3) by ninety (90) days after employment, and the final evaluation by May 1st.

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

13 **7.3.12** Nothing in this article shall be construed to allow for any evaluation rating made
14 of unit members by management to be subject to the grievance procedure.

15 **7.4 Evaluation Committee**

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

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

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

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

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1 **7.5 Public Charges**

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

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

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

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

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

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

24 **7.5.2** If a unit member is accused or reported as a child abuser, appropriate administration
25 will notify the unit member in a timely manner, after conferring with appropriate agencies
26 or authorities, unless

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

28 **2.** It would violate State or Federal law;

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

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

4 **7.5.3** Unit members placed on Paid Administrative Leave will receive a written
5 notification of such leave to include a brief description of the incident/concern.

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

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

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

14 **7.6 Personnel Files**

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

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

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

27 **7.6.2** The District shall keep a log indicating the persons who have examined a personnel
28 file as well as the dates such examinations were made. Such log shall be available for

1 examination by the unit member or their Association representative who is authorized in
2 writing to make such examination.

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

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28 **End of Article 7: Evaluations**

Article 8: TRANSFERS AND REASSIGNMENTS

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

8.2 Transfers

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

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

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

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

** The Advisory Bulletin*

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

8.3 Transfers by Seniority

8.3.1 If more than one (1) unit member, meeting the qualifications of Section 8.5.1 of this Article, applies for a vacancy, seniority within the school district shall be the

1 controlling factor in determining which unit member shall be transferred to fill the
2 vacancy pursuant to the provisions of section 8.6.

3 **8.3.2** For purposes of 8.3.1 only, the top three qualified and most senior applicants shall
4 be deemed to have the same seniority date; permanent unit members shall be deemed to
5 have seniority over probationary unit members.

6 **8.4 Voluntary Transfer**

7 **8.4.1** A classroom teacher may apply for a voluntary transfer at any time. Only by mutual
8 agreement of the District and the classroom teacher requesting the transfer may such
9 transfer be effected within the same school year. In all other circumstances a voluntary
10 transfer request approved by the District shall be effective the following school year.

11 **8.4.2** Notwithstanding any other provision of this Agreement, the rejection of a unit
12 member's request for immediate transfer shall not be subject to the grievance procedure.
13 Voluntary transfers shall be approved for classroom teachers not more than once in each
14 three-year period.

15 **8.4.2.1 Focus School Initiative Exception**

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

18 **8.4.3** A voluntary transfer request shall be filed directly by the classroom teacher with
19 Human Resources on the Human Resources transfer form. It is the classroom teacher's
20 sole responsibility to correctly and completely provide any and all information on the
21 transfer request form. Any failure to do so may result in the rejection of the form.

22 **8.4.4** If the classroom teacher requests that their request for transfer be kept confidential,
23 the principal at their school will not be notified by Human Resources until an offer for
24 transfer has been made; and the matter will be treated as confidentially as practicable.

25 **8.5 Qualifications**

26 **8.5.1** A request for transfer will not be granted if the classroom teacher does not qualify
27 for the requested vacant position. In general, a classroom teacher will be considered
28 qualified for a particular vacant position only if they hold the required California

1 credential; meets the qualifications specified in the adopted position description; meets
 2 all requirements indicated for the position as determined by the appropriate administrator;
 3 and meets all other requirements of both State and Federal governments.

4 **8.5.2** A request for transfer shall be maintained on file until October 1st of the school year
 5 following the school year in which it was filed.

6 **8.5.3** Except for classroom teachers subject to an involuntary transfer for the ensuing
 7 school year, voluntary transfer requests for classroom teacher positions in junior high or
 8 middle schools and for any position requiring bilingual certification must be received in
 9 Human Resources not later than April 1st to be considered for the ensuing school year.

10 **8.6 Voluntary Transfers to Schools Ranked in Deciles 1-3/District Focus Schools**

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

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

23 Notwithstanding any other provision of this agreement, for voluntary transfer
 24 requests addressed to non-Deciles 1-3 schools for assignments to be made prior to April
 25 15, the principal at the school may interview up to five of the most senior qualified
 26 applicants and shall select from that group.

27 Notwithstanding any other provision of this agreement, for voluntary transfer
 28 requests addressed to any district school to be assigned after April 15 of the school year

1 preceding the transfer, the district is free to consider and select outside applicants who
 2 have applied for vacancies at the school and will be reviewed on the same basis as
 3 applicants then currently employed by the district.

4 **8.7 Involuntary Transfer**

5 **8.7.1 Administrative Transfer**

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

10 **8.7.2** Before any district initiated transfer is effected the classroom teacher must be
 11 advised through personal interview and in writing by the administrator making the request
 12 for transfer stating that an administrative transfer is being recommended and the reasons
 13 therefore.

14 **8.7.3** Upon request an opportunity will be provided for the classroom teacher to meet
 15 with the Assistant Superintendent of Human Resources or designee to discuss the
 16 proposed transfer. The classroom teacher shall have the right to representation of their
 17 choice at such meeting when providing a written authorization.

18 **8.7.4** Classroom teachers subject to administrative transfer effective for the following
 19 school year shall be so notified by March 15th.

20 **8.7.5** When administrative transfers are made during the school year, the classroom
 21 teacher administratively transferred shall have the same rights as a classroom teacher
 22 administratively transferred for the ensuing school year.

23 **8.7.6** The current list of vacancies will be provided to any classroom teacher subject to
 24 an administrative transfer. Such classroom teacher shall have the right to choose from
 25 among those vacancies for which they are qualified pursuant to section 8.5.1 of the
 26 collective bargaining agreement, provided that qualified classroom teachers with higher
 27 District seniority shall have first choice according to the provisions of this article.

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1 **8.8 Involuntary Transfers due to Reduction of Staff**
2 **(exclusive of layoffs pursuant to the Education Code)**

3 **8.8.1 Special Subject Classroom Teachers**

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

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

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

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

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

21 **8.8.2** If no vacancy is available for the credential authorization, the District shall utilize
22 the services of the classroom teacher at the discretion of the District; such service may
23 include but is not limited to substitute teaching; and if no regular assignment can be made
24 in an area of credential authorization, the District may take the legal steps necessary for
25 layoff of surplus personnel.

26 **8.9 Involuntary Transfer due to Reduced Staffing requirements for classroom**
27 **teachers in positions requiring Multiple Subject Credentials (exclusive of**
28 **layoffs pursuant to the Education Code)**

1 **8.9.1** In cases of involuntary transfer due to reduced staffing requirements, the
2 classroom teacher in the identified administrative unit with the least District seniority will
3 be designated as the involuntary transferee unless a volunteer in that administrative unit
4 is identified. The involuntary transferee will be given a list of available positions and
5 allowed to apply for their choice of vacancies for which the classroom teacher is qualified
6 pursuant to section 8.5.1.

7 **8.9.2** If no vacancy is available the provisions of 8.8.2 shall apply.

8 **8.10 Involuntary Transfer Procedures for Classroom Teachers related to**
9 **School Closures, and Discontinued Services –The Surplus Process**

10 **8.10.1** Classroom teachers who lose their positions because of school closures,
11 discontinuance of particular kinds of service, or because of reduced staffing requirements
12 shall have first preference for vacancies over all other involuntary and voluntary transfers,
13 except as specified in Sections 8.10.2 and 8.11 below.

14 **8.10.2** Classroom teachers who are unassigned for the following school year pursuant to
15 Sections 8.7 or 8.10, shall be transferred as follows:

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

18 **b.** On the first duty day after April 1 (Spring Surplus) such classroom teachers shall be
19 invited to a meeting at the Education Center, as soon as practicable after students are
20 dismissed for the day, to select a position for the following year. In the event that routine
21 changes in principal assignments for the following year are not announced prior to April
22 1, the selection process shall be delayed until the third duty day following the public
23 announcement.

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

27 **8.11 Notice to Association of Layoffs Pursuant to the Education Code**

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

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

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

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

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

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

21 **8.12 Miscellaneous Provisions**

22 **8.12.1** Notwithstanding any other provision of this article, the provisions in Article 8
23 shall not be applied in a manner that violates any state or federal law or regulation.

24 **8.12.2** Notwithstanding any other provision of the collective bargaining agreement, not
25 including classroom teachers in other than permanent status or special education teachers,
26 each school year up to two classroom teachers with the greatest District seniority and up
27 to one other classroom teacher, as determined by the principal, assigned to each school
28 which is in year two or more of Program Improvement, pursuant to applicable State and/or

1 Federal regulations, who submit a letter of request to the Assistant Superintendent of
 2 Human Resources, or designee, not later than the day after a list of vacancies is posted on
 3 the TAB per section 8.10.2, may with the written approval of the Assistant Superintendent
 4 of Human Resources, or designee, transfer from such school with the same rights as a
 5 classroom teacher subject to an administrative transfer. Once the transfer request is
 6 submitted, the unit member receiving such approval may not rescind the transfer request,
 7 and may not effect a subsequent return to the school from which transferred within a
 8 period of three (3) calendar years.

9 **8.12.3** During the school year when a unit member is offered a transfer which they have
 10 requested as a first choice, they shall be expected to accept such an offer. In all other
 11 cases, a unit member may withdraw an application for transfer or reassignment within
 12 two (2) days of such offer without prejudice to consideration for future transfers.

13 **8.12.4** A classroom teacher who relocates to a different school during the school year
 14 due to a voluntary or involuntary transfer shall be given, upon request, one (1) day of
 15 released time, one (1) day with a substitute for their existing assignment, and one (1) day
 16 with classroom teacher whose assignment they are filling in order to prepare for the new
 17 assignment. Such unit member may request, and shall be given, custodial and/or
 18 maintenance help in moving instructional materials from their current place of assignment
 19 to the new assignment.

20 **8.13** **Special Education Unit Members**

21 **8.13.1** For purposes related to the assignment, reassignment and relocation of special
 22 education unit members to school sites or departments, all special education unit members
 23 are assigned to the Department of Special Education. Relocations of Special Education
 24 unit members to school sites or departments shall be considered a reassignment and shall
 25 be determined by the Human Resources department in consultation with appropriate
 26 personnel.

27 **8.13.2** Notwithstanding any other provision of the agreement, a special education
 28 classroom teacher in permanent status may at any time submit a written request to Human

1 Resources for transfer or reassignment as a special education teacher to another site and/or
2 in another special education or general education instructional area in which such teacher
3 is credentialed and deemed qualified to serve by Human Resources in consultation with
4 appropriate personnel pursuant to section 8.5.

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

10 **8.14 Speech and Language Pathologists—Assignment**

11 **8.14.1** Notwithstanding any other provision of the Collective Bargaining Agreement:

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

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

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

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

1 **6.** District seniority of speech therapists.

2 **8.15 Special Education unit members subject to surplus status**

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

9 **8.16 All other unit members**

10 **8.16.1** All other unit members wishing to relocate to another school or department within
11 the same job classification may consult the Human Resources website to learn of available
12 open positions and submit an application. All such applications received by Human
13 Resources completed as required and submitted by the deadline shall receive
14 consideration by the appropriate administrator.

15 **8.16.2** All other unit members who are surplussed from their assigned position shall be
16 subject to an involuntary transfer pursuant to section 8.10.1 to select a position as a
17 classroom teacher for which they are qualified pursuant to section 8.5.1; or if no positions
18 are available are subject to the provisions of section 8.8.2.

19 **8.17 Reassignments**

20 **8.17.1** Reassignments at a particular school site are the responsibility of the building
21 principal. Such reassignments shall not be made in a manner that is arbitrary or
22 capricious. No unit member shall be moved more than three grade levels in any
23 reassignment without the affected unit member's consent. In making reassignments
24 (changes from current assignment) to grade levels and/or subject areas, the principal shall
25 give consideration to the following:

26 **1.** Educational program needs of the school;

27 **2.** Credential requirements;

28 **3.** Preferences of unit members;

1 **4.** Demonstrated skills and the experience of unit members;

2 **5.** Seniority of unit members.

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

6 **8.17.2** When grade combination classes are formed and there are no volunteers for the
7 combination class, and it cannot be listed as a vacancy to which an incoming teacher to
8 the school can be assigned, then the principal shall make a reassignment of a teacher in
9 the two (2) grades involved on the basis of rotation, with the teacher being reassigned
10 who has not been assigned to a combination class for the longest period of time.

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

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

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

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

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

10 **8.17.5** When a unit member is reassigned to a different room during the school year, the
11 unit member shall be given, upon request, one (1) day of released time to prepare for the
12 new assignment.

13 **8.18** **Assignment to Kindergarten Classrooms**

14 DEFINITION

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

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

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

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

27 Kindergarten positions available after the process described in two (2.) above,
28 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.

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1 **8.19 Assignment to Transitional Kindergarten Classrooms**

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

10 **8.20 Procedure for Staffing Newly Constructed Schools**

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

- 13 **1.** Prior to the application process, the newly assigned principal will be announced.
- 14 **2.** Instructions for the teacher application process will be distributed to each unit member
15 along with a listing of the available classroom teaching positions.
- 16 **3.** A classroom teacher will be considered qualified for a particular vacant position
17 pursuant to 8.5.1.
- 18 **4.** Bargaining unit members who are potentially deemed surplus due to reduction of
19 student populations at school sites pursuant to 8.8 and 8.9 shall have the same rights as
20 any other unit member to apply for positions at newly constructed school sites. Following
21 the selection process 8.8 and 8.9 shall be reapplied to determine staff deemed surplus.
- 22 **5.** In order to ensure an equitable distribution of teaching positions within the bargaining
23 unit, the newly assigned principal shall select from the pool of qualified applicants at least
24 forty percent (40%) of classroom teachers from unit members with at least fifteen (15)
25 years of seniority, thirty percent (30%) of classroom teachers from unit members with at
26 least seven (7) but not greater than fourteen (14) years of seniority, and thirty percent
27 (30%) of classroom teachers from unit members below seven (7) years of seniority.

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

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

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

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

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

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

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

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

ARTICLE 9: SAFETY CONDITIONS OF EMPLOYMENT

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

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

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

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

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

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

7 **9.2 Inclement Weather Procedure**

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

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

16 **Staff Duty Provisions**

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

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

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

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

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

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

3 **9.2.2.1** During inclement weather schedules, unit members shall:

4 **a.** Be entitled to a physical relief break free of student supervision consistent with Article
5 4, section 4.2

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

11 **9.2.3** **Delayed Duty Reporting Time**

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

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

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

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1 **9.2.4 Unit Member Compensation Factors**

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

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

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

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

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

17 **9.5 Safety of Personnel**

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

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

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

5 **9.6 Student Discipline**

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

9 **9.6.1** The unit member shall immediately report the suspension to the principal and send
10 the pupil to the principal or designee for appropriate action.

11 **9.6.2** As soon as possible, the unit member shall ask the parent or guardian of the pupil
12 to attend a parent-teacher conference regarding the suspension. If practicable, a school
13 counselor or a school psychologist may attend the conference. A school administrator
14 shall attend the conference if the unit member or the parent or guardian so requests.

15 **9.6.3** The pupil shall not be returned to the unit member’s class during the period of
16 suspension without the concurrence of the unit member and the principal.

17 **9.6.4** A pupil suspended from a class shall not be placed in another regular class during
18 the period of suspension. However, if the pupil is assigned to more than one class per
19 day this subdivision shall apply only to other regular classes scheduled at the same time
20 as the class from which the pupil was suspended.

21 **9.6.5** A unit member may also refer a pupil, for any of the acts enumerated in Section
22 48900, to the principal or the designee of the principal for consideration of a suspension
23 from the school.

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

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

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

10 **9.8 Work Areas**

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

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

Article 10: ASSOCIATION RIGHTS

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

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

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

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

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

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

7 **10.4 Professional Dues and Payroll Deductions**

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

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

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

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

26 Based upon the information provided by BETA, the District shall deduct one-tenth
27 (1/10) of such dues from the regular salary check of the unit member for whom BETA has
28 identified as authorizing payroll deductions for dues each month for ten (10) months.

1 Deductions for unit members who sign such authorization after the commencement of the
2 school year shall be appropriately prorated to complete payments by the end of the school
3 year. The duration of a unit member’s membership shall be pursuant to the terms of their
4 written authorization and agreement with BETA/CTA/NEA.

5 **10.4.2** With respect to all sums deducted by the District for membership dues, the District
6 agrees promptly to remit such monies to the Association accompanied by an alphabetical
7 list of unit members for whom such deductions have been made. The District will also
8 provide to BETA a secure, electronic complete alphabetical list of all unit members.

9 **10.4.3** The Association agrees to furnish any information needed by the District to fulfill
10 the provisions of this Article.

11 **10.4.4** Upon appropriate written authorization from the unit member, the District shall
12 deduct from the salary of any unit member and make appropriate remittance for such
13 deductions to, but not limited to, annuities, credit union, charitable donations, and any other
14 plans or programs jointly approved by the Association and the District.

15 **10.5** The District will provide the Association President with a copy of the Board
16 agendas at least forty-eight (48) hours in advance of such meetings, except in cases of
17 emergencies.

18 **10.6 Leaves of Absence for Elected Union Officials**

19 **10.6.1** Elected union officers shall be granted a leave of absence and/or release time as
20 provided by law including but not limited to Education Code Section 44987, and the
21 Educational Employment Relations Act (Gov. Code, § 3540, et seq.).

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

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28 **End of Article 10: Association Rights**

Article 12: SAVINGS

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

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

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

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End of Article 12: Savings

Article 13: MISCELLANEOUS PROVISIONS

13.1 Superseding Provision

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

13.2 Completion of Meet and Negotiation

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

13.3 Bargaining Reopeners

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

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

13.5 Three-Year Contract

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

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End of Article 13: Miscellaneous Provisions

Article 14: COMPENSATION AND BENEFITS

14.1 Unit Members' Salary Schedule

a. For the 2024/2025 school year, the certificated salary schedules shall remain unchanged; however, all unit members employed as of the date this agreement is approved and ratified shall receive a one-time, off schedule retention stipend in the gross amount of one thousand, two hundred dollars (\$1,200) only.

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

14.1.1 Compensation (If Substitutes are Unavailable)

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

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1 The District agrees to the following effective the first day of the month following
2 board approval and membership ratification of this tentative agreement, through the end
3 of the 2023/2024 school year only:

4 A. PE teachers shall be compensated \$300 when assigned 1 or more additional students
5 from the class of an absent classroom teacher(s) because of the unavailability of a
6 substitute teacher for up to 3 days; PE teachers who are assigned 1 or more additional
7 students for 4 days or more shall be compensated at an additional \$100 per day. For
8 example, if in any given month a PE teacher is assigned extra students for 5 days, they
9 shall be compensated \$500 for that month. If the PE teacher is assigned extra students
10 for only 2 days, they shall be compensated \$300.

11 B. All other unit members who are assigned additional students from the class of an
12 absent classroom teacher(s) because of the unavailability of a substitute teacher shall be
13 paid ten dollars (\$10.00) per additional student per period per day not to exceed ten (10)
14 additional students on any given day. The 10 student per day cap does not apply to PE
15 teachers.

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

18 **14.2** Notwithstanding 4.2.1, the following unit members who hold clear California
19 Credentials and/or full California certification required for their assigned position shall
20 work additional minutes per day and shall work days per year as stipulated. Effective
21 July 1, 2007, Speech Language Pathologists (SLPs) shall not be eligible to receive any
22 stipend or bonus pursuant to Sections 14.2 and 14.8 (actual 2023/24 salary raise is 4.39%).

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

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

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

14.3 Incentive Plan

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

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

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

14.4 Increment for Experience (Step)

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

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

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

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

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

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

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

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

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

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

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

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

1 **14.5 Increment for Growth (Column)**

2 Using as a base the format of the Teachers' Annual Basic Salary Schedule for 2015-
3 16 (Appendix C), unit members who are eligible shall advance to the appropriate column
4 for the number of semester unit credits approved and recorded by Human Resources.

5 **14.6 Deadline Dates for Submission of Units**

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

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

15 **14.7** Effective July 1, 2023, the bonus for Master's Degree and/or Doctorate shall be
16 Two Thousand dollars (\$2,000) annually.

17 **14.8 Special Education Bonus**

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

20 **b.** Not including unit members assigned to a stipend position, all other unit members
21 assigned to a special education position who hold clear California credentials and/or full
22 California certification required for their assigned position shall receive a bonus of ~~One~~
23 Two Thousand Dollars (\$2,000) annually. Documentation by a State-approved provider
24 conveyed to the District of class hours attended by nurses to maintain State licensure
25 required by the pertinent unit member job description shall be allowed as salary schedule
26 credit pursuant to the applicable formula in 14.19 D.

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

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

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

8 **14.9 Speech & Language Pathologists**

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

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

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

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

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

1 of Special Education or designee, shall be paid at the usual rate for project pay pursuant to
2 Section 14.13.

3 **14.10 Bilingual Bonus**

4 Effective July 1, 2023, unit members assigned to a bilingual position who possess the
5 requisite credential authorizing bilingual service in that position shall receive a bonus of
6 Two Thousand Dollars (\$2,000) annually.

7 **14.11** During the term of this contract the minimum salary provisions of Education
8 Code Section 45023.4 or any modification thereto resulting from legislation subsequent
9 to Senate Bill 813 shall be implemented to the extent funded according to pertinent
10 regulation.

11 **14.12 Fringe Benefits**

12 Effective October 1, 2024, the District shall contribute up to Twenty-Two
13 Thousand, Seven Hundred, Eighty-Eight Dollars and Thirty-Six Cents (\$22,788.36) per
14 year for each eligible full-time unit member to offset costs of premiums for medical,
15 vision, dental, prescription, cancer, life insurance, and an employee assistance plan.

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

18 **14.12.1** The employee benefit plans as described in Article 14.12 above shall include
19 the following modifications:

20 **Employee Health Plan:**

21 **14.12.2** Effective March 1, 2013, the employee health plan changed from the SISC
22 Prudent Buyer Classic Hospital Only Plan to the SISC Prudent Buyer Incentive Plan.
23 Prior to implementing any changes to District-provided health plans, the District agrees
24 to provide BETA with reasonable advance written notice and an opportunity to meet and
25 negotiate any impacts to the change in plans.

26 **14.12.3** "Full-time" unit member is defined as a regular unit member who works no less
27 than three and one-half (3.5) hours per day seventeen and one-half (17.5) hours per week

1 on a continuing basis during the entire school year, or following initial employment.
2 Long-term substitutes are excluded.

3 **14.12.4 Limitation**

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

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

13 **14.12.5** BETA will cooperate in efforts to contain the cost of benefit premiums.

14 **14.13 Miscellaneous Rates of Pay**

15 **Special Project & Extra Duty Pay**

16 Effective July 1, 2021, the District shall provide a special project, extra duty pay,
17 and Professional Learning and Development training hourly rate of Forty-Four Dollars
18 (\$44.00) per hour.

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

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

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

27 **d.** Voluntary Activities: Unit members, although not required, are encouraged to
28 volunteer for duty outside of regular duty hours.

1 i. Effective July 1, 2025, unit members who volunteer to participate, and actually
2 complete, specified extra activities shall be compensated in accordance with Appendix
3 D-4 at the conclusion of the activity or semester.

4 ii. All other voluntary duties shall be compensated at the current project rate.

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

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

11 **14.14 Summer School Teacher Lottery**

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

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

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

22 **14.15 Curriculum Commission Members**

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

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

1 **14.16 Health Insurance Coverage of Certain Retirees**

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

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

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

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

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

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

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

26 **14.17 Transportation Reimbursement**

27 Effective July 1, 2023, all transportation stipends for unit members shall be
28 eliminated and instead, any Unit Member required to travel between school sites or

1 campuses using their personal automobile during the regular work day shall be
 2 compensated at the IRS' prevailing reimbursement rate upon timely submission of a
 3 mileage reimbursement request; this shall not apply to a unit member's regular commute
 4 to and from home to site.

5 **14.18 Shift Differential**

6 It is the intent of the parties to this Agreement that unit members assigned to a
 7 work day on a voluntary basis outside of the 7:30 A.M. and 3:15 P.M. hours stipulated in
 8 Section 4.2.2; typically until 4:00 P.M. – (Refer to Section 4.3) shall have as part of their
 9 regular salary, a differentiated shift allowance of Ten Dollars (\$10) and per hour for each
 10 hour the unit member's work day (shift) goes beyond 3:15 P.M., or 4:00 P.M.

11 This means that a shift extending an additional one (1) hour to less than one and
 12 one-half (1.5) hours equals Ten Dollars (\$10.00); One and one-half (1.5) hours to two (2)
 13 hours currently equals Twenty Dollars (\$20.00) per day added to salary. Twenty Dollars
 14 (\$20.00) per day means an additional Three Thousand Six Hundred (\$3,600) per year for
 15 one hundred eighty (180) days that school is in session.

16 **14.19 Professional Growth Activities**

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

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

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

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

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

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

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

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

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

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

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