



Bakersfield City School District

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Bakersfield Elementary Teachers Association

Collective Bargaining AGREEMENT

July 1, 2022 - June 30, 2025

**Board of Education
Bakersfield City School District**

Board, July, 2022

Lillian Tafoya.....President
Laura Guerrero-Salgado..... President Pro Tem
Shannon ZimmermanClerk
Dr. Chris Cruz-Boone.....Clerk Pro Tem
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Board, January, 2023

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Shannon Zimmerman President Pro Tem
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Rona Chacon-Mellon Member
Sherry Gladin.....Member
Laura Orozco.....Member
Mike HavensMember
Dylan CapillaMember

**Bakersfield Elementary Teachers Association
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<u>2022-23</u>	<u>2023-24</u>
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Shannon BarnesVice-President	Shannon Barnes.....Vice-President
John Peterson Vice-President	John Peterson.....Vice-President
LaFleasha Owens.....Secretary	LaFleasha OwensSecretary
Tanisha RossTreasurer	Tanisha RossTreasurer

Negotiation Team

Thomas Tarrer.....Chair
Brad BarnesMember
Shannon BarnesMember
Kari Florez...Member
Cassandra Hobbs.....Member
John PetersonMember

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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
3 article.

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28 **End of Article 2: Grievance Procedure**

Article 4: HOURS

4.1 The number of scheduled work days shall be one hundred eighty-two (182) annually. (See Sections 4.17.4 and 4.18: Instruction Days Per School Year)

4.2 Work Day

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

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

4.2.2 Notwithstanding Section 4.2.1 the immediate supervisor may require A.M. Kindergarten teachers who share a classroom and special education teachers to begin and end their normal workday of seven (7) hours and fifteen (15) minutes (eight hour stipend) earlier than other unit members at the school site, but within the normal limits of 7:30 A.M. to 3:15 P. M. (7:30 A.M. to 4:00 P.M. stipend).

4.2.3 For purposes of definition, "preparation/planning time," as used in Section 4.2.4 refers to a designated, daily period of uninterrupted, personal planning and preparation, of not less than forty (40) consecutive minutes for each teacher in junior high/middle school and thirty (30) consecutive minutes for each teacher in the elementary schools.

4.2.3.1 Transitional Kindergarten (TK) – Kindergarten Schedule

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

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

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

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

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

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

17 **4.2.4 Preparation/Planning Time**

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

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

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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 the revised 4.2.3 language in the collective bargaining
22 agreement with the exception of no more than two (2) individual Bank Days per month.

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

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

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4.4 Limitation on Additional Required Duty

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

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

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

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

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

4.5 Noon Duty Supervision

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

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

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

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

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

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

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

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

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

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

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1 **4.5.10** If the principal is unable to assign a replacement for the noon supervisor from the
2 volunteer pool, said principal shall assign noon duty on an equitable rotational basis at
3 the current project rate as stipulated in Section 14.13 of the Collective Bargaining
4 Agreement.

5 **4.6** **Minimum Days**

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

9 **4.7** **Dismissal on Minimum Days**

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

19 **4.8** On the last day of duty for the school year unit members assigned to schools may
20 leave after duties are completed and they are checked out with the principal.

21 **4.9** It shall be the responsibility of the site administrator to see that through class and
22 assignment schedules, each unit member, including Pre-Kindergarten (Pre-K),
23 Transitional Kindergarten (TK), Kindergarten (K), and K-1 teachers, have time for a
24 physical relief break.

25 **4.10** Unit members who travel from one school to another on a regular basis shall have
26 the same rights to a planning/preparation period, lunch period, and physical relief breaks
27 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 14.7, 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 for 2021-
3 22 according 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 4.17.3, 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 **4.17 Flex Time**

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

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

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

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

6 Unit members receiving stipends shall be obligated to serve, by arrangement with
7 the immediate supervisor, an equivalent amount of stipend service time that may be
8 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 for the procedures applicable to Personal Necessity Leave
23 subsections (a) and/or (b). If the automated substitute calling system is not functioning,
24 then the unit member shall contact the Principal or designee. The District will make
25 every effort to assure that the automated substitute calling system is functioning as of the
26 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** A unit member who is absent from duty for less than a full day shall have deducted
4 from their accumulated leave increments of one-half (1/2) hour. Any fraction of a half-
5 hour shall count as one-half (1/2) hour.

6 **5.2.7** By not later than October 1 of each school year, each unit member shall be notified
7 of their sick leave total and sick leave entitlements accumulated as of September 1.

8 **5.2.8** In addition to the provisions of Section 5.2.1 of this Article, which do not apply to
9 unit members employed through a special contract to teach in summer school, summer
10 school teachers shall be entitled to one (1) day of paid sick leave at the daily rate of
11 summer school pay. Credit for allowable sick leave for summer school shall not be
12 accumulative.

13 **5.3 Personal Necessity Leave**

14 **5.3.1** Leave which is credited under 5.2.1 of this Article may be used for purposes of
15 personal necessity, provided that use of such necessity leave does not exceed seven (7)
16 days in any school year. Personal Necessity Leave shall be deducted from the unit
17 member’s sick leave balance.

18 **5.3.2** For purposes of this provision, personal necessity leave shall be limited to:

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

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

6 **5.3.4** Under all circumstances a unit member shall verify in writing that the personal necessity
7 leave was used only for the purposes as set forth in Section 5.3.2 above. A unit member is subject
8 to loss of full pay for the period of absence if the leave was used for purposes other than
9 stipulated.

10 **5.4** **Personal Business (“No Tell Days”)**: A unit member may request to utilize three
11 (3) of the seven (7) days provided above in cases of personal business, subject to the
12 following conditions:

13 **5.4.1** Such leave shall not be used for personal gain or the participation in any job action
14 or any withholding of services from the District.

15 **5.4.2** Personal Business Days will not be granted to unit members for the purpose of
16 extending a weekend, holiday, or vacation period. Personal Business Days shall be
17 deducted from Personal Necessity Leave.

18 **5.4.3** Advance notification to utilize Personal Necessity Days for purposes of Personal
19 Business shall be given by the unit member to the Assistant Superintendent of Human
20 Resources or designee at least twenty-four (24) hours in advance of the day on which the
21 Personal Business Day(s) is/are intended to be taken. If, due to circumstances beyond
22 the unit member’s control, it is impossible to request advance permission and the unit
23 member determines that time off must be taken, the unit member shall give verbal notice
24 to the Assistant Superintendent of Human Resources or designee and shall file the leave
25 request immediately upon return to duty.

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1 **5.4.4** The unit member shall be required to provide written request for the use of
2 Personal Business Days on the form provided by the District, including a certification by
3 the unit member that the request will not be used for personal gain, any job action, or the
4 withholding of services from the District, or for the purpose of extending a weekend,
5 holiday, or vacation period.

6 **5.4.5** When the twenty-four (24) hour notice requirement is met and the certification
7 mentioned above is signed, the Assistant Superintendent of Human Resources or
8 designee will not require unit members to provide reasons for use of Personal Business
9 Days.

10 **5.4.6** When the twenty-four (24) hour notice requirement is not met, the Personal
11 Necessity Leave request shall be granted to the unit member at the unit member's election
12 only for the reasons specified in Section 5.3.2.

13 **5.5 Absence for Personal Leave**

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

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

22 A unit member requesting personal leave shall not be required or requested to
23 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.

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1 **5.7.5** Leave taken under this subdivision shall be concluded within 90 days of the date of
 2 death. For leave taken under this subdivision after 90 days, unit members may submit a
 3 bereavement leave claim to Human Resources. If the Unit Member’s request is denied,
 4 within five (5) days of the denial, the claim shall be reviewed by the catastrophic leave
 5 committee for acceptance or denial. Upon acceptance, the unit member shall be granted
 6 paid bereavement leave up to five (5) days or the remainder of bereavement leave not
 7 taken during the prior ninety (90) day period defined in this section. In the event of a
 8 claim denial by the catastrophic leave committee, a unit member may take up to five (5)
 9 days or the remainder of leave not taken during the prior ninety (90) day period defined in
 10 this section as unpaid bereavement leave.

11 **5.8 Leave for Pregnancy Disability**

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

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

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

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1 **5.8.2** Unit members are entitled to leave without pay or other benefits when disabled
2 due to pregnancy or a related medical condition, including miscarriage, childbirth, or
3 recovery therefrom when sick leave and extended sick leave as set forth in Sections 5.2.1,
4 5.2.2, and 5.2.3 have been exhausted to the extent provided by law. The date on which
5 the unit member must resume duties shall be determined by the unit member and the unit
6 member's health care provider.

7 **5.8.3** A unit member on leave for pregnancy disability shall be entitled to return to the
8 same or comparable position (i.e., same grade or subject) to that held at the time the leave
9 began.

10 **5.9 Child Bonding Leave**

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

18 **5.9.2** A unit member must request child bonding leave as soon as practicable, but no less
19 than thirty (30) days prior to the date the leave is to begin when the need for the leave is
20 foreseeable. The request must include the dates the unit member wishes to begin and end
21 the leave.

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

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

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

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

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

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

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1 **5.9.5.4** The duration of any leave under this section shall be no more than twelve (12)
2 consecutive months., and shall run concurrently with and be counted against leave
3 available under the Family Care and Medical Leave Act and/or the California Family
4 Rights Act. The leave of absence may be extended for good reason to cover a total time
5 of two (2) calendar years.

6 **5.9.5.5** No diminution of employment status shall result from child bearing or child rearing
7 leave except that a unit member shall not be entitled to compensation (other than as provided
8 herein or by law), nor shall the time taken for child bearing or child rearing leave count toward
9 credit for probationary unit members in earning tenure status.

10 **5.10 Industrial Accident Leave**

11 **5.10.1** Unit members shall be entitled to industrial accident leave according to the
12 provision of Education Code Section 44984 for personal injury which has qualified for
13 worker's compensation under the provision of State law.

14 **5.10.2** Such leave shall not exceed sixty (60) days during which the schools of the
15 District are required to be in session or when the unit member would otherwise have been
16 performing work for the District in any one (1) fiscal year for the same industrial
17 accident.

18 **5.10.3** The District has the right to have the unit member examined by a physician
19 designated by the District to assist in determining the length of time during which the
20 unit member will be temporarily unable to perform assigned duties and the degree to
21 which a disability is attributable to the injury involved.

22 **5.10.4** For any days of absence from duty as a result of the same industrial accident, the
23 unit member shall endorse to the District any wage loss benefit check from the State
24 Compensation Insurance Fund which would make the total compensation from both
25 sources exceed one hundred percent (100%) of the amount the unit member would have
26 received as salary had there been no industrial accident or illness.

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

5 **5.11 Judicial Leave**

6 **5.11.1** Unit members will be provided leave for regularly called jury duty and to appear
7 as a witness in court, other than as a litigant, for reasons not brought about through the
8 connivance or misconduct of the unit member. This unit member shall submit a copy of
9 the jury summons for an approved absence no less than ten (10) days, or as soon as the
10 unit member is notified of the call to jury duty or to appear as a witness, prior to the
11 beginning date of the leave. Unit members shall not be required to submit any additional
12 documentation except in cases of suspected fraud.

13 **5.11.2** The unit member, while serving jury duty, will receive pay in the amount of their
14 regular earnings. The unit member shall have two (2) pay periods to return any jury duty fees
15 received, excluding mileage allowance. If the unit member does not return the jury duty fees
16 to the District within two (2) pay periods, the District shall deduct the jury duty fees from the
17 third pay warrant.

18 **5.11.3** When a unit member other than the plaintiff is necessarily absent because of their
19 appearance in court in response to a subpoena duly served, the amount deducted from their
20 salary on account of such absence shall not exceed the sum which they receive because of the
21 subpoena.

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

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1 **5.12 Illness in Family**

2 **5.12.1** Pursuant to Section 5.2.1 and Section 5.2.3, but exclusive of the provisions of Section
3 5.2.2, personal illness and injury leave may be utilized for the illness of a mother, father,
4 grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee,
5 and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit
6 member, “step” relations of the above, or any relative living in the immediate household of
7 the above, or any relative living in the immediate household of the unit member.

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

13 **5.13 Other Leave Provisions**

14 **5.13.1** Upon recommendation of the Assistant Superintendent of Human Resources, or
15 designee, and approval by the Board of Education, leave without compensation,
16 increment, seniority, or tenure credit, may be granted for a period of one (1) school year
17 for the following purposes: Peace Corps, care for a member of the immediate family who
18 is ill, long-term illness of the unit member, service in an elected public office,
19 professional study or research, or for any other reason acceptable to the Board of
20 Education.

21 **5.13.2** A leave of absence may be granted for less than but not more than one (1)
22 calendar year. However, a leave of absence may be extended for good reason to cover a
23 total time of two (2) calendar years.

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1 **5.13.3 Expiration of Leave of Absence**

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

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

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

18 **5.13.5 Medical Benefits During Leave**

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

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

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

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

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

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

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

19 **5.14 Military Leave**

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

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

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

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

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

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

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

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

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

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

1 **5.17.2** "Catastrophic illness" or "injury" shall be defined as an illness or injury that is
2 expected to incapacitate an employee for an extended period of time, or that incapacitates
3 a member of the employee's family which incapacity requires the employee to take time
4 off from work for an extended period of time to care for that family member, and taking
5 extended time off work creates a financial hardship for the employee because they have
6 exhausted all of their sick leave.

7 **5.17.3 Governing Committee**

8 **5.17.3.1** The Governing Committee shall be composed of five members:

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

11 **5.17.3.2** The duties of the Governing Committee shall include the following:

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

16 **5.17.3.3** Governing decisions will be made by consensus, where possible. Where a
17 consensus decision cannot be reached, the governing decisions will be made on the basis
18 of four votes or more.

19 **5.17.4 Qualifications to Make Donations**

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

- 22 **1.** The unit member must be a certificated employee of the District per Article 1.
- 23 **2.** The unit member must have an accumulated sick leave balance of at least ten (10)
24 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.

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

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

13 **5.17.9 Procedure**

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

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

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

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

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.

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1 **7.3 Procedure**

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

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

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

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

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

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

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

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1 **7.3.8** Upon an unsatisfactory evaluation, the evaluator shall make specific
2 recommendations for improvement, and endeavor to assist in the unit member's
3 performance.

4 **7.3.9** A final evaluation conference will be held no later than March 1st. The evaluator
5 will present the written evaluation and discuss the matters with the unit member. The unit
6 member must sign the evaluation signifying only that the unit member has read the
7 document, and has been provided the opportunity of attaching a written response that will
8 become a part of the permanent record. Should a unit member be out on leave or absent
9 during this time, the deadline may be extended for an amount of time less than or equal
10 to the amount of time the unit member was out/absent.

11 **7.3.10** Unit members who are assigned after the fifteenth pupil attendance day shall be
12 evaluated on a modified time line as follows: goals and objectives (Section 7.3.1
13 Procedure) developed within thirty (30) days after assignment, first evaluation (Section
14 7.3.3) by ninety (90) days after employment, and the final evaluation by May 1st.

15 **7.3.11** Effective for the 1993-94 school year and thereafter, notwithstanding any other
16 provision of the Agreement, for unit members who have achieved permanent status,
17 provided there is no rating of unsatisfactory on the summary evaluation form, then by
18 mutual agreement of the evaluator and evaluatee, the summary evaluation shall become
19 the final evaluation.

20 **7.3.12** Nothing in this article shall be construed to allow for any evaluation rating made
21 of unit members by management to be subject to the grievance procedure.

22 **7.4 Evaluation Committee**

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

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

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

7 **7.5 Public Charges**

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

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

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

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

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

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

7 **7.5.2** If a unit member is accused or reported as a child abuser, appropriate administration
8 will notify the unit member in a timely manner, after conferring with appropriate agencies
9 or authorities, unless

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

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

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

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

15 **7.5.3** Unit members placed on Paid Administrative Leave will receive a written
16 notification of such leave to include a brief description of the incident/concern.

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

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

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

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1 **7.6 Personnel Files**

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

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

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

14 **7.6.2** The District shall keep a log indicating the persons who have examined a personnel
15 file as well as the dates such examinations were made. Such log shall be available for
16 examination by the unit member or their Association representative who is authorized in
17 writing to make such examination.

18 **7.6.3** Every unit member shall have the right to inspect such materials and permission
19 shall be granted provided that the request is made during regular office hours and at a
20 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

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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.

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1 **8.3 Transfers by Seniority**

2 **8.3.1** If more than one (1) unit member, meeting the qualifications of Section 8.5.1 of
3 this Article, applies for a vacancy, seniority within the school district shall be the
4 controlling factor in determining which unit member shall be transferred to fill the
5 vacancy pursuant to the provisions of section 8.6.

6 **8.3.2** For purposes of 8.3.1 only, the top three qualified and most senior applicants shall
7 be deemed to have the same seniority date; permanent unit members shall be deemed to
8 have seniority over probationary unit members.

9 **8.4 Voluntary Transfer**

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

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

18 **8.4.2.1 Focus School Initiative Exception**

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

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

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1 **8.4.4** If the classroom teacher requests that their request for transfer be kept confidential,
2 the principal at their school will not be notified by Human Resources until an offer for
3 transfer has been made; and the matter will be treated as confidentially as practicable.

4 **8.5 Qualifications**

5 **8.5.1** A request for transfer will not be granted if the classroom teacher does not qualify
6 for the requested vacant position. In general, a classroom teacher will be considered
7 qualified for a particular vacant position only if they hold the required California
8 credential; meets the qualifications specified in the adopted position description; meets
9 all requirements indicated for the position as determined by the appropriate administrator;
10 and meets all other requirements of both State and Federal governments.

11 **8.5.2** A request for transfer shall be maintained on file until October 1st of the school year
12 following the school year in which it was filed.

13 **8.5.3** Except for classroom teachers subject to an involuntary transfer for the ensuing
14 school year, voluntary transfer requests for classroom teacher positions in junior high or
15 middle schools and for any position requiring bilingual certification must be received in
16 Human Resources not later than April 1st to be considered for the ensuing school year.

17 **8.6 Voluntary Transfers to Schools Ranked in Deciles 1-3/District Focus Schools**

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

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

9 Notwithstanding any other provision of this agreement, for voluntary transfer
10 requests addressed to non-Deciles 1-3 schools for assignments to be made prior to April
11 15, the principal at the school may interview up to five of the most senior qualified
12 applicants and shall select from that group.

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

18 **8.7 Involuntary Transfer**

19 **8.7.1 Administrative Transfer**

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

24 **8.7.2** Before any district initiated transfer is effected the classroom teacher must be
25 advised through personal interview and in writing by the administrator making the request
26 for transfer stating that an administrative transfer is being recommended and the reasons
27 therefore.

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

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

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

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

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

17 **8.8.1 Special Subject Classroom Teachers**

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

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

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

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

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

8 **8.8.2** If no vacancy is available for the credential authorization, the District shall utilize
9 the services of the classroom teacher at the discretion of the District; such service may
10 include but is not limited to substitute teaching; and if no regular assignment can be made
11 in an area of credential authorization, the District may take the legal steps necessary for
12 layoff of surplus personnel.

13 **8.9 Involuntary Transfer due to Reduced Staffing requirements for classroom**
14 **teachers in positions requiring Multiple Subject Credentials (exclusive of**
15 **layoffs pursuant to the Education Code)**

16 **8.9.1** In cases of involuntary transfer due to reduced staffing requirements, the
17 classroom teacher in the identified administrative unit with the least District seniority will
18 be designated as the involuntary transferee unless a volunteer in that administrative unit
19 is identified. The involuntary transferee will be given a list of available positions and
20 allowed to apply for their choice of vacancies for which the classroom teacher is qualified
21 pursuant to section 8.5.1.

22 **8.9.2** If no vacancy is available the provisions of 8.8.2 shall apply.

23 **8.10 Involuntary Transfer Procedures for Classroom Teachers related to**
24 **School Closures, and Discontinued Services –The Surplus Process**

25 **8.10.1** Classroom teachers who lose their positions because of school closures,
26 discontinuance of particular kinds of service, or because of reduced staffing requirements
27 shall have first preference for vacancies over all other involuntary and voluntary transfers,
28 except as specified in Sections 8.10.2 and 8.11 below.

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

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

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

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

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

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

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

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

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

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

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

8.12 **Miscellaneous Provisions**

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

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

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

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

8 **8.13 Special Education Unit Members**

9 **8.13.1** For purposes related to the assignment, reassignment and relocation of special
10 education unit members to school sites or departments, all special education unit members
11 are assigned to the Department of Special Education. Relocations of Special Education
12 unit members to school sites or departments shall be considered a reassignment and shall
13 be determined by the Human Resources department in consultation with appropriate
14 personnel.

15 **8.13.2** Notwithstanding any other provision of the agreement, a special education
16 classroom teacher in permanent status may at any time submit a written request to Human
17 Resources for transfer or reassignment as a special education teacher to another site and/or
18 in another special education or general education instructional area in which such teacher
19 is credentialed and deemed qualified to serve by Human Resources in consultation with
20 appropriate personnel pursuant to section 8.5.

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

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1 **8.14 Speech and Language Pathologists—Assignment**

2 **8.14.1** Notwithstanding any other provision of the Collective Bargaining Agreement:

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

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

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

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

21 **8.15 Special Education unit members subject to surplus status**

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

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1 **8.16 All other unit members**

2 **8.16.1** All other unit members wishing to relocate to another school or department within
3 the same job classification may consult the Human Resources website to learn of available
4 open positions and submit an application. All such applications received by Human
5 Resources completed as required and submitted by the deadline shall receive
6 consideration by the appropriate administrator.

7 **8.16.2** All other unit members who are surplussed from their assigned position shall be
8 subject to an involuntary transfer pursuant to section 8.10.1 to select a position as a
9 classroom teacher for which they are qualified pursuant to section 8.5.1; or if no positions
10 are available are subject to the provisions of section 8.8.2.

11 **8.17 Reassignments**

12 **8.17.1** Reassignments at a particular school site are the responsibility of the building
13 principal. Such reassignments shall not be made in a manner that is arbitrary or
14 capricious. No unit member shall be moved more than three grade levels in any
15 reassignment without the affected unit member’s consent. In making reassignments
16 (changes from current assignment) to grade levels and/or subject areas, the principal shall
17 give consideration to the following:

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

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

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

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

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

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

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

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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.

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1 Based upon the information provided by BETA, the District shall deduct one-tenth
2 (1/10) of such dues from the regular salary check of the unit member for whom BETA has
3 identified as authorizing payroll deductions for dues each month for ten (10) months.
4 Deductions for unit members who sign such authorization after the commencement of the
5 school year shall be appropriately prorated to complete payments by the end of the school
6 year. The duration of a unit member's membership shall be pursuant to the terms of their
7 written authorization and agreement with BETA/CTA/NEA.

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

12 **10.4.3** The Association agrees to furnish any information needed by the District to fulfill
13 the provisions of this Article.

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

18 **10.5** The District will provide the Association President with a copy of the Board
19 agendas at least forty-eight (48) hours in advance of such meetings, except in cases of
20 emergencies.

21 **10.6 Leaves of Absence for Elected Union Officials**

22 **10.6.1** Elected union officers shall be granted a leave of absence and/or release time as
23 provided by law including but not limited to Education Code Section 44987, and the
24 Educational Employment Relations Act (Gov. Code, § 3540, et seq.).

25 **10.6.2** The District shall provide a total of five (5) release days at no loss of salary or other
26 benefits for association members as designated by the BETA President to conduct
27 Association business.

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

Article 11: CONCERTED ACTIVITIES

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

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

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

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End of Article 11: Concerted Activities

Article 12: SAVINGS

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

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

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

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

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

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

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

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

14.1.1 Compensation (If Substitutes are Unavailable)

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

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

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

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

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

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

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

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1 **14.3 Incentive Plan**

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

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

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

14 **14.4 Increment for Experience (Step)**

15 **14.4.1** Using as a base the format of the Teachers' Annual Basic Salary Schedule for
16 2015-16 (Appendix C), unit members shall advance one (1) vertical step on the salary
17 schedule except for those whose placement is at the maximum step for their class.

18 **14.4.2** Effective with the 2016-17 school year, the District will initially place incoming
19 new unit members on the salary schedule according to applicable paid teaching
20 experience, verified through submission of required documents within two (2) months of
21 their start date. A unit member will receive their increased salary retroactive to their start
22 date (members are placed at first column/first step until required documentation is
23 received.

24 This change will apply to all new unit member contracts beginning with the 2016-
25 17 school year and thereafter.

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

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

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

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

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

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

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

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

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

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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, 2017, the bonus for Master’s Degree and/or Doctorate shall be
16 One Thousand Five Hundred Dollars (\$1,500.00) 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 Thousand Five Hundred Dollars (\$1,500.00). Documentation by a State-approved
24 provider conveyed to the District of class hours attended by nurses to maintain State
25 licensure required by the pertinent unit member job description shall be allowed as salary
26 schedule credit pursuant to the applicable formula in 14.19 D.

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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.

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

11 **14.10 Bilingual Bonus**

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

15 **14.11** During the term of this contract the minimum salary provisions of Education
16 Code Section 45023.4 or any modification thereto resulting from legislation subsequent
17 to Senate Bill 813 shall be implemented to the extent funded according to pertinent
18 regulation.

19 **14.12 Fringe Benefits**

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

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

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

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

3 **Employee Health Plan:**

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

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

13 **14.12.4 Limitation**

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

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

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

24 **14.13 Miscellaneous Rates of Pay**

25 **Special Project & Extra Duty Pay**

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

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

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

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

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

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

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

17 **14.14 Summer School Teacher Lottery**

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

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

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

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1 **14.15 Curriculum Commission Members**

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

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

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

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

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

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

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

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

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

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

9 **14.17 Transportation Reimbursement**

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

16 **14.18 Shift Differential—Magnet Schools**

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

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

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

6 **14.19 Professional Growth Activities**

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

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

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

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

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

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

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

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

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

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

APPENDICES

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

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

2022-23
School Calendar

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

4-25-23

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

**Two Hour Delayed Start for Collaboration/Professional Development

Total School Days: 180

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

Minimum Days (students only)

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

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

2023-24
School Calendar

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

3/9/23

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

**Two Hour Delayed Start for Collaboration/Professional Development Total School Days: 180

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

Minimum Days (students only)

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

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

Teachers Annual Basic
Salary Schedule – 2022-23

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

TEACHERS ANNUAL BASIC SALARY SCHEDULE - 182 DAY

2022-23

8.5% INCREASE
Effective July 1, 2022

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

STEP	1	DAILY RATE	2	DAILY RATE	3	DAILY RATE	4	DAILY RATE	5	DAILY RATE	6	DAILY RATE
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL		BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS		BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS		BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE		BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS		BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	
1	56,741	311.76	58,546	321.68	60,436	332.07	62,321	342.42	64,207	352.79	66,100	363.19
2	58,546	321.68	60,436	332.07	62,321	342.42	64,207	352.79	66,100	363.19	67,993	373.59
3	60,436	332.07	62,321	342.42	64,207	352.79	66,100	363.19	67,993	373.59	69,876	383.93
4	62,321	342.42	64,207	352.79	66,100	363.19	67,993	373.59	69,876	383.93	71,766	394.32
5	64,207	352.79	66,100	363.19	67,993	373.59	69,876	383.93	71,766	394.32	73,655	404.70
6	65,784	361.45	67,993	373.59	69,876	383.93	71,766	394.32	73,655	404.70	75,543	415.07
7	67,993	373.59	69,876	383.93	71,766	394.32	73,655	404.70	75,543	415.07	77,540	426.04
8	69,876	383.93	71,766	394.32	73,655	404.70	75,543	415.07	77,431	425.45	80,216	440.75
9	71,766	394.32	73,655	404.70	75,543	415.07	77,431	425.45	79,584	437.27	82,870	455.33
10			75,543	415.07	77,431	425.45	79,322	435.84	81,868	449.82	85,540	470.00
11					79,322	435.84	81,211	446.21	83,964	461.34	88,206	484.65
12							83,097	456.58	86,109	473.13	90,867	499.27
13									88,024	483.65	93,547	513.99
14									89,937	494.16	96,187	528.50
15											99,727	547.95
17											103,038	566.14
20											107,136	588.66
23											110,291	605.99
25											113,049	621.15
									BONUS - ADD TO BASIC SALARY SCHEDULE			
									MASTER'S	1,500		
									DOCTORATE	1,500		
									BILINGUAL	1,500		
									SPEC. ED.	1,500		
									ACADEMY PROGRAM SHIFT DIFFERENTIAL:	2,700		

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

CERTIFICATED SALARY SCHEDULE - 182 DAY

2022-23
8.5% INCREASE
Effective July 1, 2022

OFFICE TEACHER
PROGRAM SPECIALIST, DHH

BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD												
STEP	1	DAILY RATE	2	DAILY RATE	3	DAILY RATE	4	DAILY RATE	5	DAILY RATE	6	DAILY RATE
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL		BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS		BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS		BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE		BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS		BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	
1	62,665	344.31	64,470	354.23	66,360	364.62	68,245	374.97	70,131	385.34	72,024	395.74
2	64,470	354.23	66,360	364.62	68,245	374.97	70,131	385.34	72,024	395.74	73,917	406.14
3	66,360	364.62	68,245	374.97	70,131	385.34	72,024	395.74	73,917	406.14	75,800	416.48
4	68,245	374.97	70,131	385.34	72,024	395.74	73,917	406.14	75,800	416.48	77,690	426.87
5	70,131	385.34	72,024	395.74	73,917	406.14	75,800	416.48	77,690	426.87	79,579	437.25
6	71,708	394.00	73,917	406.14	75,800	416.48	77,690	426.87	79,579	437.25	81,467	447.62
7	73,917	406.14	75,800	416.48	77,690	426.87	79,579	437.25	81,467	447.62	83,464	458.59
8	75,800	416.48	77,690	426.87	79,579	437.25	81,467	447.62	83,355	457.99	86,140	473.30
9	77,690	426.87	79,579	437.25	81,467	447.62	83,355	457.99	85,508	469.82	88,794	487.88
10			81,467	447.62	83,355	457.99	85,246	468.38	87,792	482.37	91,464	502.55
11					85,246	468.38	87,135	478.76	89,888	493.89	94,130	517.20
12							89,021	489.13	92,033	505.68	96,791	531.82
13									93,948	516.20	99,471	546.54
14									95,861	526.71	102,112	561.05
15											105,651	580.50
17											108,962	598.69
20											113,060	621.21
23											116,215	638.54
25											118,974	653.70

<p>Salary amounts are inclusive of a \$5,460 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$5,460 have been combined to form the new Certificated Annual Salary Schedule - 182 Day.</p>	<p>BONUS - ADD TO BASIC SALARY SCHEDULE</p> <table style="width: 100%; border: none;"> <tr><td style="width: 80%;">MASTER'S</td><td style="text-align: right;">1,500</td></tr> <tr><td>DOCTORATE</td><td style="text-align: right;">1,500</td></tr> <tr><td> </td><td></td></tr> <tr><td>BILINGUAL</td><td style="text-align: right;">1,500</td></tr> <tr><td>SPEC. ED.</td><td style="text-align: right;">1,500</td></tr> </table>	MASTER'S	1,500	DOCTORATE	1,500	 		BILINGUAL	1,500	SPEC. ED.	1,500
MASTER'S	1,500										
DOCTORATE	1,500										
BILINGUAL	1,500										
SPEC. ED.	1,500										

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

CERTIFICATED SALARY SCHEDULE - 182 DAY

2022-23

8.5% INCREASE

Effective July 1, 2022

RESOURCE SPECIALIST

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

STEP	1	DAILY RATE	2	DAILY RATE	3	DAILY RATE	4	DAILY RATE	5	DAILY RATE	6	DAILY RATE
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL		BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS		BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS		BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE		BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS		BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	
1	60,691	333.47	62,495	343.38	64,385	353.76	66,271	364.13	68,156	374.48	70,050	384.89
2	62,495	343.38	64,385	353.76	66,271	364.13	68,156	374.48	70,050	384.89	71,942	395.29
3	64,385	353.76	66,271	364.13	68,156	374.48	70,050	384.89	71,942	395.29	73,826	405.64
4	66,271	364.13	68,156	374.48	70,050	384.89	71,942	395.29	73,826	405.64	75,716	416.02
5	68,156	374.48	70,050	384.89	71,942	395.29	73,826	405.64	75,716	416.02	77,605	426.40
6	69,733	383.15	71,942	395.29	73,826	405.64	75,716	416.02	77,605	426.40	79,493	436.77
7	71,942	395.29	73,826	405.64	75,716	416.02	77,605	426.40	79,493	436.77	81,489	447.74
8	73,826	405.64	75,716	416.02	77,605	426.40	79,493	436.77	81,380	447.14	84,166	462.45
9	75,716	416.02	77,605	426.40	79,493	436.77	81,380	447.14	83,533	458.97	86,820	477.03
10			79,493	436.77	81,380	447.14	83,272	457.54	85,817	471.52	89,490	491.70
11					83,272	457.54	85,161	467.92	87,913	483.04	92,156	506.35
12							87,046	478.27	90,058	494.82	94,816	520.97
13									91,973	505.35	97,496	535.69
14									93,886	515.86	100,137	550.20
15											103,676	569.65
17											106,988	587.85
20											111,086	610.36
23											114,241	627.70
25											116,999	642.85

BONUS - ADD TO BASIC SALARY SCHEDULE

Salary amounts are inclusive of a \$3,640 position stipend.

Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$3,640 have been combined to form the new Certificated Annual Salary Schedule - 182 Day.

MASTER'S	1,500
DOCTORATE	1,500
BILINGUAL	1,500
SPEC. ED.	1,500

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

CERTIFICATED SALARY SCHEDULE - 185 DAY

2022-23

8.5% INCREASE

Effective July 1, 2022

TEACHER, SEAL SPECIALIST

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

STEP	1	DAILY RATE	2	DAILY RATE	3	DAILY RATE	4	DAILY RATE	5	DAILY RATE	6	DAILY RATE
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL		BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS		BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS		BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE		BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS		BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	
1	61,691	333.46	63,525	343.38	65,446	353.76	67,363	364.12	69,280	374.49	71,205	384.89
2	63,525	343.38	65,446	353.76	67,363	364.12	69,280	374.49	71,205	384.89	73,128	395.29
3	65,446	353.76	67,363	364.12	69,280	374.49	71,205	384.89	73,128	395.29	75,043	405.64
4	67,363	364.12	69,280	374.49	71,205	384.89	73,128	395.29	75,043	405.64	76,964	416.02
5	69,280	374.49	71,205	384.89	73,128	395.29	75,043	405.64	76,964	416.02	78,883	426.39
6	70,882	383.15	73,128	395.29	75,043	405.64	76,964	416.02	78,883	426.39	80,802	436.77
7	73,128	395.29	75,043	405.64	76,964	416.02	78,883	426.39	80,802	436.77	82,831	447.74
8	75,043	405.64	76,964	416.02	78,883	426.39	80,802	436.77	82,723	447.15	85,553	462.45
9	76,964	416.02	78,883	426.39	80,802	436.77	82,723	447.15	84,911	458.98	88,251	477.03
10			80,802	436.77	82,723	447.15	84,644	457.54	87,231	471.52	90,965	491.70
11					84,644	457.54	86,565	467.92	89,363	483.04	93,674	506.35
12							88,482	478.28	91,543	494.83	96,378	520.96
13									93,490	505.35	99,104	535.70
14									95,435	515.86	101,788	550.21
15											105,385	569.65
17											108,751	587.84
20											112,916	610.36
23											116,123	627.69
25											118,928	642.85

BONUS - ADD TO BASIC SALARY SCHEDULE

Salary amounts are inclusive of a \$3,700 position stipend.

Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$3,700 have been combined to form the new Certificated Annual Salary Schedule - 185 Day.

MASTER'S DOCTORATE	1,500
BILINGUAL SPEC. ED.	1,500

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

CERTIFICATED SALARY SCHEDULE - 190 DAY

2022-23

8.5% INCREASE

Effective July 1, 2022

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

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

BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD

STEP	1 BACHELOR'S DEGREE CALIFORNIA CREDENTIAL		2 BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS		3 BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS		4 BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE		5 BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS		6 BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	
	DAILY RATE	DAILY RATE	DAILY RATE	DAILY RATE	DAILY RATE	DAILY RATE	DAILY RATE	DAILY RATE	DAILY RATE	DAILY RATE	DAILY RATE	DAILY RATE
1	65,420	344.32	67,304	354.23	69,277	364.62	71,245	374.97	73,214	385.34	75,191	395.74
2	67,304	354.23	69,277	364.62	71,245	374.97	73,214	385.34	75,191	395.74	77,166	406.14
3	69,277	364.62	71,245	374.97	73,214	385.34	75,191	395.74	77,166	406.14	79,133	416.49
4	71,245	374.97	73,214	385.34	75,191	395.74	77,166	406.14	79,133	416.49	81,106	426.87
5	73,214	385.34	75,191	395.74	77,166	406.14	79,133	416.49	81,106	426.87	83,076	437.24
6	74,859	393.99	77,166	406.14	79,133	416.49	81,106	426.87	83,076	437.24	85,047	447.62
7	77,166	406.14	79,133	416.49	81,106	426.87	83,076	437.24	85,047	447.62	87,131	458.58
8	79,133	416.49	81,106	426.87	83,076	437.24	85,047	447.62	87,020	458.00	89,927	473.30
9	81,106	426.87	83,076	437.24	85,047	447.62	87,020	458.00	89,267	469.83	92,697	487.88
10			85,047	447.62	87,020	458.00	88,993	468.38	91,650	482.37	95,485	502.55
11					88,993	468.38	90,966	478.77	93,839	493.89	98,268	517.20
12							92,934	489.13	96,078	505.67	101,044	531.81
13									98,078	516.20	103,844	546.55
14									100,076	526.72	106,600	561.05
15											110,294	580.49
17											113,752	598.69
20											118,029	621.21
23											121,323	638.54
25											124,203	653.70

**BONUS - ADD TO BASIC
SALARY SCHEDULE**

Salary amounts are inclusive of a \$5,700 position stipend.

Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$5,700 have been combined to form the new Certificated Annual Salary Schedule - 190 Day.

MASTER'S	1,500
DOCTORATE	1,500
BILINGUAL	1,500
SPEC. ED.	1,500
ACADEMY PROGRAM SHIFT DIFFERENTIAL:	2,700

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

CERTIFICATED SALARY SCHEDULE - 192 DAY

2022-23

8.5% INCREASE

Effective July 1, 2022

PROGRAM SPECIALIST, SPECIAL EDUCATION

BASED ON 182 DAYS AT 7 HRS. 45 MIN. PER DAY + 10 DAYS AT 8 HRS. PER DAY INCLUDING LUNCH PERIOD												
STEP	1	DAILY RATE	2	DAILY RATE	3	DAILY RATE	4	DAILY RATE	5	DAILY RATE	6	DAILY RATE
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL		BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS		BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS		BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE		BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS		BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	
1	64,134	334.03	66,038	343.95	68,031	354.33	70,021	364.69	72,010	375.05	74,008	385.46
2	66,038	343.95	68,031	354.33	70,021	364.69	72,010	375.05	74,008	385.46	76,004	395.85
3	68,031	354.33	70,021	364.69	72,010	375.05	74,008	385.46	76,004	395.85	77,991	406.20
4	70,021	364.69	72,010	375.05	74,008	385.46	76,004	395.85	77,991	406.20	79,985	416.59
5	72,010	375.05	74,008	385.46	76,004	395.85	77,991	406.20	79,985	416.59	81,976	426.96
6	73,673	383.71	76,004	395.85	77,991	406.20	79,985	416.59	81,976	426.96	83,968	437.33
7	76,004	395.85	77,991	406.20	79,985	416.59	81,976	426.96	83,968	437.33	86,074	448.30
8	77,991	406.20	79,985	416.59	81,976	426.96	83,968	437.33	85,961	447.71	88,899	463.02
9	79,985	416.59	81,976	426.96	83,968	437.33	85,961	447.71	88,232	459.54	91,698	477.59
10			83,968	437.33	85,961	447.71	87,955	458.10	90,640	472.08	94,515	492.27
11					87,955	458.10	89,949	468.48	92,853	483.61	97,327	506.91
12							91,938	478.84	95,115	495.39	100,133	521.53
13									97,136	505.92	102,962	536.26
14									99,154	516.43	105,748	550.77
15											109,481	570.21
17											112,974	588.41
20											117,297	610.92
23											120,626	628.26
25											123,536	643.42

<p>Salary amounts are inclusive of a \$3,940 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$3,940 have been combined to form the new Certificated Annual Salary Schedule - 192 Day.</p>	<p>BONUS - ADD TO BASIC SALARY SCHEDULE</p> <p>MASTER'S 1,500 DOCTORATE 1,500</p> <p>BILINGUAL 1,500 SPEC. ED. 1,500</p>
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BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

CERTIFICATED SALARY SCHEDULE - 199 DAY

2022-23
8.5% INCREASE
Effective July 1, 2022

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

BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD

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

<p>Salary amounts are inclusive of a \$5,970 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$5,970 have been combined to form the new Certificated Annual Salary Schedule - 199 Day.</p> <p>School Health and Wellness Program Specialists receive \$4,170 School Nurse Stipend</p>	<p>BONUS - ADD TO BASIC SALARY SCHEDULE</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">MASTER'S</td> <td style="text-align: right;">1,500</td> </tr> <tr> <td style="padding-left: 20px;">DOCTORATE</td> <td style="text-align: right;">1,500</td> </tr> <tr> <td style="padding-left: 20px;">BILINGUAL</td> <td style="text-align: right;">1,500</td> </tr> <tr> <td style="padding-left: 20px;">SPEC. ED.</td> <td style="text-align: right;">1,500</td> </tr> </table>	MASTER'S	1,500	DOCTORATE	1,500	BILINGUAL	1,500	SPEC. ED.	1,500
MASTER'S	1,500								
DOCTORATE	1,500								
BILINGUAL	1,500								
SPEC. ED.	1,500								

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

CERTIFICATED SALARY SCHEDULE - 199 DAY

2022-23

8.5% INCREASE

Effective July 1, 2022

PROGRAM SPECIALIST, SCHOOL HEALTH AND WELLNESS

BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD												
STEP	1	DAILY RATE	2	DAILY RATE	3	DAILY RATE	4	DAILY RATE	5	DAILY RATE	6	DAILY RATE
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL		BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS		BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS		BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE		BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS		BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	
1	73,043	367.05	75,016	376.96	77,083	387.35	79,145	397.71	81,207	408.08	83,277	418.48
2	75,016	376.96	77,083	387.35	79,145	397.71	81,207	408.08	83,277	418.48	85,346	428.87
3	77,083	387.35	79,145	397.71	81,207	408.08	83,277	418.48	85,346	428.87	87,406	439.23
4	79,145	397.71	81,207	408.08	83,277	418.48	85,346	428.87	87,406	439.23	89,472	449.61
5	81,207	408.08	83,277	418.48	85,346	428.87	87,406	439.23	89,472	449.61	91,536	459.98
6	82,930	416.73	85,346	428.87	87,406	439.23	89,472	449.61	91,536	459.98	93,600	470.35
7	85,346	428.87	87,406	439.23	89,472	449.61	91,536	459.98	93,600	470.35	95,783	481.32
8	87,406	439.23	89,472	449.61	91,536	459.98	93,600	470.35	95,666	480.73	98,711	496.04
9	89,472	449.61	91,536	459.98	93,600	470.35	95,666	480.73	98,020	492.56	101,613	510.62
10			93,600	470.35	95,666	480.73	97,733	491.12	100,516	505.11	104,532	525.29
11					97,733	491.12	99,799	501.50	102,809	516.63	107,447	539.93
12							101,861	511.86	105,154	528.41	110,355	554.55
13									107,248	538.93	113,287	569.28
14									109,340	549.45	116,174	583.79
15											120,043	603.23
17											123,664	621.43
20											128,144	643.94
23											131,595	661.28
25											134,611	676.44

BONUS - ADD TO BASIC SALARY SCHEDULE

Salary amounts are inclusive of a \$5,970 position stipend.

Effective July 1, 2022, the Teachers Basic Annual Salary Schedule, position stipend of \$5,970 and school nurse stipend of \$4,170 have been combined to form the new Certificated Annual Salary Schedule - 199 Day.

MASTER'S DOCTORATE	1,500
BILINGUAL SPEC. ED.	1,500

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

CERTIFICATED SALARY SCHEDULE - 214 DAY

2022-23

8.5% INCREASE
Effective July 1, 2022

PROGRAM SPECIALIST

BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD												
STEP	1	DAILY RATE	2	DAILY RATE	3	DAILY RATE	4	DAILY RATE	5	DAILY RATE	6	DAILY RATE
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL		BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS		BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS		BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE		BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS		BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	
1	73,683	344.31	75,805	354.23	78,027	364.61	80,245	374.98	82,462	385.34	84,689	395.74
2	75,805	354.23	78,027	364.61	80,245	374.98	82,462	385.34	84,689	395.74	86,913	406.14
3	78,027	364.61	80,245	374.98	82,462	385.34	84,689	395.74	86,913	406.14	89,128	416.49
4	80,245	374.98	82,462	385.34	84,689	395.74	86,913	406.14	89,128	416.49	91,351	426.87
5	82,462	385.34	84,689	395.74	86,913	406.14	89,128	416.49	91,351	426.87	93,570	437.24
6	84,315	394.00	86,913	406.14	89,128	416.49	91,351	426.87	93,570	437.24	95,790	447.62
7	86,913	406.14	89,128	416.49	91,351	426.87	93,570	437.24	95,790	447.62	98,137	458.58
8	89,128	416.49	91,351	426.87	93,570	437.24	95,790	447.62	98,012	458.00	101,286	473.30
9	91,351	426.87	93,570	437.24	95,790	447.62	98,012	458.00	100,543	469.83	104,407	487.88
10			95,790	447.62	98,012	458.00	100,234	468.38	103,227	482.37	107,546	502.55
11					100,234	468.38	102,456	478.77	105,693	493.89	110,680	517.20
12							104,674	489.13	108,214	505.67	113,808	531.81
13									110,467	516.20	116,961	546.55
14									112,717	526.71	120,065	561.05
15											124,226	580.50
17											128,120	598.69
20											132,938	621.21
23											136,648	638.54
25											139,892	653.70

<p>Salary amounts are inclusive of a \$6,420 position stipend.</p> <p>Effective July 1, 2022, the Teachers Basic Annual Salary Schedule and position stipend of \$6,420 have been combined to form the new Certificated Annual Salary Schedule - 214 Day.</p>	<p>BONUS - ADD TO BASIC SALARY SCHEDULE</p> <p>MASTER'S DOCTORATE 1,500</p> <p>BILINGUAL 1,500</p> <p>SPEC. ED. 1,500</p>
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Pre-Kindergarten Teachers
Basic Salary Schedule – 2022-23

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

PRE-KINDERGARTEN TEACHERS BASIC SALARY SCHEDULE - 182 DAY
2022-23
8.5% INCREASE
Effective July 1, 2022

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

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

<u>BONUS - ADD TO BASIC SALARY SCHEDULE</u>	
MASTER'S	1,500
DOCTORATE	1,500
BILINGUAL	1,500
SPECIAL ED	1,500

School Nurse Salary Schedule – 2022-23
184 Days

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

SCHOOL NURSE ANNUAL SALARY SCHEDULE - 184 DAY

2022-23
8.5% INCREASE
Effective July 1, 2022

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

STEP	1 BACHELOR'S DEGREE CALIFORNIA CREDENTIAL		2 BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS		3 BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS		4 BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE		5 BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS		6 BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	
		DAILY RATE		DAILY RATE		DAILY RATE		DAILY RATE		DAILY RATE		DAILY RATE
1	61,572	334.63	63,376	344.43	65,265	354.70	67,153	364.96	69,037	375.20	70,932	385.50
2	63,376	344.43	65,265	354.70	67,153	364.96	69,037	375.20	70,932	385.50	72,824	395.78
3	65,265	354.70	67,153	364.96	69,037	375.20	70,932	385.50	72,824	395.78	74,707	406.02
4	67,153	364.96	69,037	375.20	70,932	385.50	72,824	395.78	74,707	406.02	76,596	416.28
5	69,037	375.20	70,932	385.50	72,824	395.78	74,707	406.02	76,596	416.28	78,486	426.55
6	70,934	385.51	72,824	395.78	74,707	406.02	76,596	416.28	78,486	426.55	80,374	436.82
7	72,824	395.78	74,707	406.02	76,596	416.28	78,486	426.55	80,374	436.82	82,370	447.66
8	74,707	406.02	76,596	416.28	78,486	426.55	80,374	436.82	82,263	447.08	85,048	462.22
9	76,596	416.28	78,486	426.55	80,374	436.82	82,263	447.08	84,415	458.78	87,702	476.64
10			80,374	436.82	82,263	447.08	84,154	457.36	86,699	471.19	90,370	491.14
11					84,154	457.36	86,043	467.63	88,794	482.58	93,038	505.64
12							87,926	477.86	90,940	494.24	95,698	520.10
13									92,853	504.64	98,377	534.66
14									94,768	515.04	101,018	549.01
15											104,557	568.24
17											107,870	586.25
20											111,967	608.52
21											115,123	625.67
23											117,879	640.65
25											120,531	655.06

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

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

**BONUS - ADD TO BASIC
SALARY SCHEDULE**

MASTER'S 1,500
DOCTORATE 1,500

School Nurse Salary Schedule – 2022-23
214 Days

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

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

BASED ON 7 HRS. 15 MIN. PER DAY INCLUDING LUNCH PERIOD												
STEP	1	DAILY RATE	2	DAILY RATE	3	DAILY RATE	4	DAILY RATE	5	DAILY RATE	6	DAILY RATE
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL		BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS		BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS		BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE		BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS		BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	
1	71,547	334.33	73,670	344.25	75,892	354.64	78,110	365.00	80,327	375.36	82,554	385.77
2	73,670	344.25	75,892	354.64	78,110	365.00	80,327	375.36	82,554	385.77	84,779	396.16
3	75,892	354.64	78,110	365.00	80,327	375.36	82,554	385.77	84,779	396.16	86,993	406.51
4	78,110	365.00	80,327	375.36	82,554	385.77	84,779	396.16	86,993	406.51	89,214	416.89
5	80,327	375.36	82,554	385.77	84,779	396.16	86,993	406.51	89,214	416.89	91,436	427.27
6	82,557	385.78	84,779	396.16	86,993	406.51	89,214	416.89	91,436	427.27	93,656	437.64
7	84,779	396.16	86,993	406.51	89,214	416.89	91,436	427.27	93,656	437.64	96,003	448.61
8	86,993	406.51	89,214	416.89	91,436	427.27	93,656	437.64	95,876	448.02	99,152	463.33
9	89,214	416.89	91,436	427.27	93,656	437.64	95,876	448.02	98,407	459.85	102,272	477.91
10			93,656	437.64	95,876	448.02	98,099	458.41	101,094	472.40	105,410	492.57
11					98,099	458.41	100,321	468.79	103,557	483.91	108,546	507.22
12							102,537	479.14	106,080	495.70	111,675	521.85
13									108,331	506.22	114,824	536.56
14									110,580	516.73	117,931	551.08
15											122,091	570.52
17											125,986	588.72
20											130,803	611.23
21											134,514	628.57
23											137,755	643.71
25											140,854	658.20

<p>Salary amounts are inclusive of a \$4,170 position stipend.</p> <p>Effective July 1, 2018, the Teachers Basic Annual Salary Schedule and School Nurse position stipend of \$4,170 have been combined to form the new School Nurse Annual Salary Schedule - 214 Day.</p>	<p>BONUS - ADD TO BASIC SALARY SCHEDULE</p> <p>MASTER'S 1,500 DOCTORATE 1,500</p>
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Speech & Language Specialist/Therapist – 2022-23
185 Days

BAKERSFIELD CITY SCHOOL DISTRICT
Human Resources

SPEECH & LANGUAGE SPECIALIST/THERAPIST ANNUAL SALARY SCHEDULE - 185 DAY
2022-23

8.5% INCREASE
Effective July 1, 2022

STEP	BASED ON 8 HRS. PER DAY INCLUDING LUNCH PERIOD												
	1	2	3	4	5	6	7	8	DAILY RATE	7	8	DAILY RATE	
	BACHELOR'S DEGREE CALIFORNIA CREDENTIAL	BACHELOR'S DEGREE PLUS 12 SEMESTER UNITS OR 18 QUARTER UNITS	BACHELOR'S DEGREE PLUS 24 SEMESTER UNITS OR 36 QUARTER UNITS	BACHELOR'S DEGREE PLUS 36 SEMESTER UNITS OR 54 QUARTER UNITS OR MASTER'S DEGREE	DAILY RATE	BACHELOR'S DEGREE PLUS 48 SEMESTER UNITS OR 72 QUARTER UNITS OR MASTER'S DEGREE + 12 SEM/18 QTR UNITS	DAILY RATE	BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS	DAILY RATE	BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS PLUS PRELIMINARY SLPS CREDENTIAL	DAILY RATE	BACHELOR'S DEGREE PLUS 60 SEMESTER UNITS OR 90 QUARTER UNITS OR MASTER'S DEGREE + 24 SEM/36 QTR UNITS PLUS CLEAR SLPS CREDENTIAL	DAILY RATE
1	68,158	368.42	378.33	388.71	399.09	75,746	409.44	77,672	419.85	84,809	458.43	92,660	500.86
2	69,991	378.33	388.71	399.09	409.44	77,672	419.85	79,595	430.24	86,924	469.86	94,985	513.43
3	71,912	388.71	399.09	409.44	419.85	79,595	430.24	81,508	440.58	89,030	481.24	97,303	525.96
4	73,831	399.09	409.44	419.85	430.24	81,508	440.58	83,429	450.97	91,142	492.66	99,626	538.52
5	75,746	409.44	419.85	430.24	440.58	83,429	450.97	85,350	461.35	93,255	504.08	101,950	551.08
6	77,674	419.86	430.24	440.58	450.97	85,350	461.35	87,270	471.73	95,366	515.49	104,273	563.64
7	79,595	430.24	440.58	450.97	461.35	87,270	471.73	89,298	482.69	97,588	527.56	106,726	576.90
8	81,508	440.58	461.35	471.73	482.10	89,189	482.10	91,111	493.93	100,593	543.75	110,021	594.71
9	83,429	450.97	471.73	482.10	493.93	91,111	493.93	93,030	506.49	103,560	559.78	113,285	612.35
10		471.73	482.10	493.93	506.49	93,030	506.49	94,947	517.99	106,543	575.91	116,568	630.10
11			482.10	493.93	506.49	94,947	517.99	96,866	529.78	109,524	592.02	119,847	647.82
12				493.93	506.49	96,866	529.78	98,789	541.30	112,500	608.11	123,120	665.51
13				506.49	517.99	98,789	541.30	100,741	552.82	115,495	624.30	126,414	683.32
14				517.99	529.78	100,741	552.82	102,954	564.36	118,449	640.26	129,664	700.89
15				529.78	541.30	102,954	564.36	105,418	576.42	121,403	656.42	132,914	718.46
16				541.30	552.82	105,418	576.42	107,877	588.48	124,357	672.48	136,164	736.03
17				552.82	564.36	107,877	588.48	110,346	592.02	127,311	688.54	139,414	753.60
18				564.36	576.42	110,346	592.02	112,815	604.08	130,265	704.60	142,664	771.17
19				576.42	588.48	112,815	604.08	115,284	616.14	133,219	720.66	145,914	788.74
20				588.48	599.54	115,284	616.14	117,753	628.20	136,173	736.72	149,164	806.31
21				599.54	604.61	117,753	628.20	120,222	640.26	139,127	752.78	152,414	823.88
22				604.61	616.14	120,222	640.26	122,671	652.32	142,081	768.84	155,664	841.45
23				616.14	628.20	122,671	652.32	125,120	664.38	145,035	784.90	158,914	859.02
24				628.20	636.36	125,120	664.38	127,569	676.44	147,989	800.96	162,164	876.59
25				636.36	644.42	127,569	676.44	130,018	688.50	150,943	817.02	165,414	894.16

BONUS - ADD TO BASIC SALARY SCHEDULE

MASTER'S 1,500
DOCTORATE 1,500
CERTIFICATE OF CLINICAL COMPETENCE 1,500
BILINGUAL 1,500

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

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

Certificated Evaluation Forms

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

10.0

CERTIFICATED EMPLOYEE BASIS FOR EVALUATION FORM

Evaluatee _____
 Evaluator _____
 School/Department _____
 Date _____

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

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

III. Evaluatee's Comments

Date _____

Evaluator Signature _____

Evaluatee Signature _____

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

BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street

Bakersfield, California 93305

Human Resources

SUMMATIVE EVALUATION OF TEACHING PERFORMANCE

/

TEACHER	GRADE	SCHOOL & SCHOOL YEAR	
Indicate Classification: <ul style="list-style-type: none"> <input type="checkbox"/> Temporary <input type="checkbox"/> Intern/Probationary 0 <input type="checkbox"/> Probationary I <input type="checkbox"/> Probationary II <input type="checkbox"/> Permanent 		Quantity: <ul style="list-style-type: none"> Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year One (1) evaluation every other year unless on Improvement Plan 	
		Dates: <ul style="list-style-type: none"> <input type="checkbox"/> Prelim _____ <input type="checkbox"/> Final _____ 	
		Met all Standards _____	
4. Meets Standards	3. Progressing towards	2. Needs Improvement	1. Unsatisfactory-Does not meet Standards
STANDARD 1 – Engaging and Supporting All Students in Learning			4 3 2 1
1.1 Knowing and understanding the needs of students to engage them in learning.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.3 Connecting subject matter to meaningful, real-life contexts.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.5 Promoting critical thinking through inquiry, problem solving and reflection.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.6 Monitoring student learning and adjusting instruction while teaching.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
STANDARD 2 -- Creating and Maintaining Effective Environments for Student Learning			4 3 2 1
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.6 Employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.7 Using instructional time to optimize learning.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
STANDARD 3 -- Understanding and Organizing Subject Matter for Student Learning			4 3 2 1
3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.3 Organizing curriculum to facilitate student understanding of subject matter.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.4 Utilizing instructional strategies that are appropriate to the subject matter.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.5 Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to students.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
STANDARD 4 -- Planning Instruction & Designing Learning Experiences for All Students			4 3 2 1
4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4.2 Establishing and articulating goals for student learning.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4.3 Developing and sequencing long term and short term instructional plans to support student learning.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

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

COMMENTS

STANDARD 5 -- Assessing Students for Learning

4 3 2 1

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

COMMENTS

STANDARD 6 -- Developing as a Professional Educator

4 3 2 1

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

COMMENTS

STANDARD 7 – BCSD Professional Responsibilities for Teachers

4 3 2 1

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

COMMENTS

COMMENDATIONS AND RECOMMENDATIONS:

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

CONFERENCE DATE _____ CONFERENCE TIME _____

EVALUATOR’S NAME _____

TEACHER’S SIGNATURE _____ EVALUATOR’S SIGNATURE _____

7/27/2021

BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street

Bakersfield, California 93305

Human Resources

SUMMATIVE EVALUATION OF SPECIAL EDUCATION TEACHING PERFORMANCE

/ /

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

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

STANDARD 1 – Engaging and Supporting All Students in Learning	4 3 2 1
1.1 Knowing and understanding the needs of students to engage them in learning.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.3 Connecting subject matter to meaningful, real-life contexts.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.5 Promoting critical thinking through inquiry, problem solving and reflection.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.6 Monitoring student learning and adjusting instruction while teaching in accordance with each individual student IEP.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.7 Provide appropriate instruction to all students in accordance with each student’s IEP.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

COMMENTS

STANDARD 2 -- Creating and Maintaining Effective Environments for Student Learning	4 3 2 1
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.6 Employ and post classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.7 Using instructional time to optimize learning to include implementing the schedule of required minutes and services with aides and support staff. (Speech, OT, etc)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.8 Ensure non-instructional time is used to prepare for high quality instruction in accordance with student IEP goals and grade level learning expectations.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

COMMENTS

STANDARD 3 -- Understanding and Organizing Subject Matter for Student Learning	4 3 2 1
3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.3 Organizing curriculum to facilitate student understanding of subject matter.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.4 Utilizing instructional strategies that are appropriate to the subject matter.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.5 Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to students.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

COMMENTS

STANDARD 4 -- Planning Instruction & Designing Learning Experiences for All Students	4 3 2 1
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- | | | | | | |
|-----|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 4.1 | Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.2 | Establishing and articulating goals for student learning to include general education teachers and support staff in accordance with each student IEP. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.3 | Developing and sequencing long term and short term instructional plans to support student learning. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.4 | Planning instruction that incorporates appropriate strategies to meet the learning needs of all students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.5 | Adapting written and specific instructional plans and curricular materials to meet the assessed learning needs of all students in accordance with each student IEP. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS

STANDARD 5 -- Assessing Students for Learning

- | | | | | | |
|-----|--|--------------------------|--------------------------|--------------------------|--------------------------|
| | | 4 | 3 | 2 | 1 |
| 5.1 | Applying knowledge of the purposes, characteristics, and uses of different district/site approved assessments. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.2 | Collecting and analyzing assessment data from a variety of sources to inform instruction. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.3 | Reviewing data, both individually and with colleagues, to monitor student learning. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.4 | Using assessment data to establish learning goals and to plan, differentiate, and modify instruction within the various legal IEP timelines. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.5 | Involving all students and stakeholders in goal setting, in self-assessment (as needed), and monitoring academic and behavioral progress. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.6 | Using available technologies to assist in assessment, analysis and communication of student learning. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.7 | Using assessment information to share timely and comprehensible feedback with stakeholders. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS

STANDARD 6 -- Developing as a Professional Educator

- | | | | | | |
|-----|--|--------------------------|--------------------------|--------------------------|--------------------------|
| | | 4 | 3 | 2 | 1 |
| 6.1 | Reflecting on teaching practice in support of student learning to include the co-teaching model when appropriate. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.2 | Establishing professional goals and engaging in continuous and purposeful professional growth and development. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.3 | Collaborating with colleagues, administration, and the broader professional community to support teacher and student learning. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.4 | Working with families to support student learning. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.5 | Value and respect the culture of our students and their communities; appreciate the role of the community in student learning. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.6 | Managing professional responsibilities to maintain motivation and commitment to all students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.7 | Demonstrating professional responsibility, integrity and ethical conduct. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS

STANDARD 7 – BCSD Professional Responsibilities for Teachers

- | | | | | | |
|-----|--|--------------------------|--------------------------|--------------------------|--------------------------|
| | | 4 | 3 | 2 | 1 |
| 7.1 | Implements the Values, Vision and Mission in accordance with the District Local Education Plan and policies. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7.2 | Plans and coordinates the work of instructional assistants or other paraprofessionals when applicable*
* (if paraprofessionals are assigned to teacher) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7.3 | Supervise students in out-of-classroom activities as designated by the site administrator. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7.4 | Progress made on 10.0 goals. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7.5 | All legal IEP timelines are met. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS

COMMENDATIONS AND RECOMMENDATIONS:

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

CONFERENCE DATE _____ CONFERENCE TIME _____

EVALUATOR'S NAME _____

TEACHER'S SIGNATURE _____ EVALUATOR'S SIGNATURE _____

7/27/2021

BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street

Bakersfield, California 93305

Human Resources

SUMMATIVE EVALUATION OF ACADEMIC COACH, ACADEMIC PROGRAM LEADER

/

TEACHER	GRADE	SCHOOL & SCHOOL YEAR	
Indicate Classification: <ul style="list-style-type: none"> <input type="checkbox"/> Temporary <input type="checkbox"/> Intern/Probationary 0 <input type="checkbox"/> Probationary I <input type="checkbox"/> Probationary II <input type="checkbox"/> Permanent 		Quantity: <ul style="list-style-type: none"> Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year Two (2) evaluations per year One (1) evaluation every other year unless on Improvement Plan 	
		Dates: <ul style="list-style-type: none"> <input type="checkbox"/> Prelim _____ <input type="checkbox"/> Final _____ 	
		Met all Standards _____	
4. Meets Standards	3. Progressing towards	2. Needs Improvement	1. Unsatisfactory-Does not meet Standards
STANDARD 1 – Engaging and Supporting All Students in Learning			4 3 2 1
1.1 Knowing and understanding the needs of students to engage them in learning.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.3 Connecting subject matter to meaningful, real-life contexts.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.4 Providing professional development in how to use a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.5 Promoting critical thinking through inquiry, problem solving and reflection.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.6 Demonstrating support and coaching to monitor student learning and adjust instruction while teaching.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
STANDARD 2 -- Creating and Maintaining Effective Environments for Student Learning			4 3 2 1
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.2 Creating and/or promoting physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.3 Supporting learning environments that are physically, intellectually, and emotionally safe.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.4 Creating and/or promoting a rigorous learning environment with high expectations and appropriate support for all students.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.6 Providing support and coaching for classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.7 Providing support and coaching in the use of instructional time to optimize learning.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
STANDARD 3 -- Understanding and Organizing Subject Matter for Student Learning			4 3 2 1
3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.3 Organizing curriculum to facilitate student understanding of subject matter.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.4 Utilizing instructional strategies that are appropriate to the subject matter.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.5 Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to students.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
COMMENTS			
STANDARD 4 -- Planning Instruction & Designing Learning Experiences for All Students			4 3 2 1
4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4.2 Establishing and articulating goals for student learning.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4.3 Developing and sequencing long term and short term instructional plans to support student learning.			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

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

COMMENTS

STANDARD 5 -- Assessing Students for Learning 4 3 2 1

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

COMMENTS

STANDARD 6 -- Developing as a Professional Educator 4 3 2 1

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

COMMENTS

STANDARD 7 – BCSD Professional Responsibilities for Support Staff 4 3 2 1

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

COMMENTS

COMMENDATIONS AND RECOMMENDATIONS:

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

CONFERENCE DATE _____ CONFERENCE TIME _____

EVALUATOR’S NAME _____

TEACHER’S SIGNATURE _____ EVALUATOR’S SIGNATURE _____

7/27/2021

BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street

Bakersfield, California 93305

Human Resources

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

/

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

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

STANDARD 1 – Engaging and Supporting All Students in Learning	4	3	2	1
1.1 Knowing and understanding the needs of students to engage them in learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Connecting subject matter to meaningful, real-life contexts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Promoting a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Promoting critical thinking through inquiry, problem solving and reflection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Monitoring student learning and instruction as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS				

STANDARD 2 -- Creating and Maintaining Effective Environments for Student Learning	4	3	2	1
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Creating and/or promoting physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Creating and/or promoting a rigorous learning environment with high expectations and appropriate support for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Employing routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS				

STANDARD 3 -- Understanding and Organizing Subject Matter for Student Learning	4	3	2	1
3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Promoting the application of knowledge of student development and proficiencies to ensure student understanding of subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Promoting and monitoring the use of and adaptation of resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4 Addressing the needs of English Learners and students with special needs to provide equitable access to the content.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS				

STANDARD 4 -- Planning Instruction & Designing Learning Experiences for All Students	4	3	2	1
4.1 Establishing and articulating goals for student learning as appropriate to the position of _____.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Promoting and assisting with the development and sequencing of long term and short term instructional plans to support student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Monitoring and assisting with planning instruction that incorporates appropriate strategies to meet the learning needs of all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS				

STANDARD 5 -- Assessing Students for Learning

4 3 2 1

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

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

4 3 2 1

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

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

4 3 2 1

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

COMMENTS**COMMENDATIONS AND RECOMMENDATIONS:**

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

CONFERENCE DATE _____ CONFERENCE TIME _____

EVALUATOR'S NAME _____

TEACHER'S SIGNATURE _____ EVALUATOR'S SIGNATURE _____

7/27/2021

BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street

Bakersfield, California 93305

Human Resources

TEACHER-TUTOR EVALUATION

/

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

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

I. STUDENT ACHIEVEMENT, INSTRUCTIONAL STRATEGIES, AND CURRICULUM	4	3	2	1
A. Demonstrates knowledge of curricular areas of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Establishes appropriate expectations for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Demonstrates skill in planning and organizing work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Uses instructional strategies appropriate to the grade level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Provides for student learning differences and special needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Evaluates student learning on an ongoing basis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Maintains appropriate records of student progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Uses materials and equipment appropriately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
II. PROFESSIONAL AND NON-INSTRUCTIONAL DUTIES	4	3	2	1
1. Establishes professional relationships with other staff members	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishes a relationship with students based on fairness and respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Supervises students in out-of-classroom activities as designated by the site administrator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III. COMMENTS



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

CONFERENCE DATE _____ CONFERENCE TIME _____

EVALUATOR'S NAME _____

TEACHER'S SIGNATURE _____ EVALUATOR'S SIGNATURE _____

BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street

Bakersfield, California 93305

Human Resources

SCHOOL NURSE EVALUATION

/

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

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

COMMENTS

STANDARD 5. A. - COORDINATION OF CARE 4 3 2 1

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

COMMENTS

STANDARD 5. B. - HEALTH TEACHING AND HEALTH PROMOTION 4 3 2 1

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

COMMENTS

STANDARD 5. C. - CONSULTATION 4 3 2 1

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

COMMENTS

STANDARD 6 - EVALUATION 4 3 2 1

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

COMMENTS

STANDARD 7 - ETHICS 4 3 2 1

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

COMMENTS

STANDARD 8 - EDUCATION and STANDARD 9 - PRACTICE AND RESEARCH 4 3 2 1

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

COMMENTS

STANDARD 10 - QUALITY OF PRACTICE

4 3 2 1

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

COMMENTS

STANDARD 11 - COMMUNICATION

4 3 2 1

11.1 Reports to principal and supervisor observations or concerns; provides written follow-up of concern.

11.2 Effectively communicates with principal and school staff; establishes rapport with students, families, and colleagues.

COMMENTS

STANDARD 12 - LEADERSHIP and STANDARD 13 - COLLABORATION

4 3 2 1

12.1 Collaborates with principal, supervisor, and other leaders to enhance school health practices to promote learning.

12.2 Serves on student interdisciplinary team, 504 Team and/or IEP Team, and School Health Advisory Council.

13.1 Confers with teachers, parents, providers, other support personnel and outside agencies.

COMMENTS

STANDARD 14 - PROFESSIONAL PRACTICE

4 3 2 1

14.1 Identifies strengths and areas for professional growth as a part of annual evaluation process; maintains examples of practice throughout school year based on professional standards of practice.

14.2 Solicits input from supervisor, peers, principals and others; uses that information to improve practice.

14.3 Acknowledges mistakes and errors and identifies corrective course of action.

COMMENTS

STANDARD 15 - RESOURCE UTILIZATION

4 3 2 1

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

COMMENTS

STANDARD 16 - ENVIRONMENTAL HEALTH

4 3 2 1

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

COMMENTS

STANDARD 17 - PROGRAM MANAGEMENT

4 3 2 1

17.1 Maintains programs per health services protocol.

17.2 Implements new programs as identified by health services program or as identified in collaboration with individual principals.

COMMENTS

STANDARD 18 - BCSD PROFESSIONAL RESPONSIBILITIES FOR NURSES

4 3 2 1

18.1 Demonstrates knowledge of the District's Values, Vision, and Mission, Health Services, Coordinated School Health, School Wellness Policy, Local Education Plan, Local Control Accountability Plan and district policies.

18.2 Progress made on 10.0 goals.

COMMENTS

COMMENDATIONS AND RECOMMENDATIONS:

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

CONFERENCE DATE _____ CONFERENCE TIME _____

EVALUATOR'S NAME _____

TEACHER'S SIGNATURE _____ EVALUATOR'S SIGNATURE _____

09-04-2020

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

BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street

Bakersfield, California 93305

Human Resources

SUMMATIVE EVALUATION OF SPEECH PATHOLOGIST PERFORMANCE

/

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

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

STANDARD 1 – Prevention	4	3	2	1
1.1 Promotes healthy lifestyle practices for the prevention of conditions that result in communication disorders in education settings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Uses a variety of instructional strategies, resources, and technologies in prevention communication.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Foster's others' awareness of communication disorders and their prevention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS				

STANDARD 2 -- Identification	4	3	2	1
2.1 Administers, scores, analyzes, and interprets results of screening protocols accurately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Makes appropriate recommendations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Obtains information from a variety of sources, including interviews, file review, questionnaires, checklists, and minutes of meetings to gather relevant information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Relates case history information to purpose and outcomes of evaluation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Uses tools, protocols, and strategies that are the most current and evidence based.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Strategies and tools are related to the population(s) served.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS				

STANDARD 3 -- Evaluation	4	3	2	1
3.1 Integrates all results from the evaluation process and develops diagnostic impressions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Constructs a developmental profile.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Develops a functional needs profile.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4 Collaborates with members of the educational team to synthesize information from the evaluation to determine if there is a disability and its level of severity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.5 Collaborates with members of the educational team to synthesize information from the evaluation to determine the extent of its impact on learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.6 Collaborates with members of the educational team to synthesize information from the evaluation to determine eligibility for speech, language, and/or hearing services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.7 Contributes to the IEP process to ensure due process and access to free and appropriate public education in the least restrictive environment for the student.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS				

STANDARD 4 -- Intervention	4	3	2	1
4.1 Collaborates with the educational team to create curriculum based intervention plans that includes educationally relevant and measurable long-term goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Collaborates with the educational team to create curriculum based intervention plans that includes educationally relevant and measurable short-term goals or benchmarks related to the goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Chooses service delivery model(s) that meets the needs of individual students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4 Prepares for intervention sessions thoroughly by organizing materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5 Prepares for intervention sessions thoroughly by selecting / adapting materials, equipment, devices to meet students' needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

COMMENTS

STANDARD 5 -- Overall

		4	3	2	1
5.1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Reviewing data, both individually and with colleagues, to monitor student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	Involving all students in self-assessment, goal setting, and monitoring progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6	Using available technologies to assist in assessment, analysis and communication of student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.7	Using assessment information to share timely and comprehensible feedback with students and their families.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

STANDARD 6 -- Developing as a Professional Educator

		4	3	2	1
6.1	Reflecting on practice in support of student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.3	Collaborating with colleagues and the broader professional community to support educator and student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.4	Working with families to support student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.5	Value and respect the culture of our students and their communities; appreciate the role of the community in student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.6	Managing professional responsibilities to maintain motivation and commitment to all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.7	Demonstrating professional responsibility, integrity and ethical conduct.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

STANDARD 7 -- BCSD Professional Responsibilities for Speech Pathologists

		4	3	2	1
7.1	Implements the Values, Vision and Mission in accordance with the District Local Education Plan and policies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2	Plans and coordinates the work of instructional assistants or other paraprofessionals when applicable* * (if paraprofessionals are assigned to teacher)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.3	Supervise students in out-of-classroom activities as designated by the site administrator.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.4	Progress made on 10.0 goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

COMMENDATIONS AND RECOMMENDATIONS:

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

CONFERENCE DATE _____ CONFERENCE TIME _____

EVALUATOR'S NAME _____

TEACHER'S SIGNATURE _____ EVALUATOR'S SIGNATURE _____

7/27/2021

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

RECOMMENDATIONS FOR IMPROVEMENT – TEACHER

/

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

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

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

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

CONFERENCE DATE _____ CONFERENCE TIME _____

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

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

RECOMMENDATIONS FOR IMPROVEMENT – NON-TEACHING

/

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

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

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

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

CONFERENCE DATE _____ CONFERENCE TIME _____

EVALUATEE'S SIGNATURE _____ EVALUATOR'S SIGNATURE _____
(Non-Teacher's signature is acknowledgement, not an endorsement)

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

RECOMMENDATIONS FOR IMPROVEMENT – TEACHER TUTOR

/

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

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

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

CONFERENCE DATE _____ CONFERENCE TIME _____

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

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

RECOMMENDATIONS FOR IMPROVEMENT – SCHOOL NURSE

/

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

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

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

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

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

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

CONFERENCE DATE _____ CONFERENCE TIME _____

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

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

RECOMMENDATIONS FOR IMPROVEMENT – SPEECH PATHOLOGIST

/

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

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

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

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

CONFERENCE DATE _____ CONFERENCE TIME _____

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

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

**CERTIFICATED SERVICES EVALUATION
FIVE YEAR CYCLE AGREEMENT**

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

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

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

Evaluator’s Name (Print)

Unit Member’s Name (Print)

Evaluator’s Signature

Unit Member’s Signature

Date

Date

On _____, 20____, the above agreement was pulled by the current immediate supervisor/evaluator,

_____.

On _____, 20____, the above agreement was pulled by the above named unit member,

_____.

Request to be Absent Form

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

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

REQUEST TO BE ABSENT (Including Personal Business Leave)

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

Form fields including checkboxes for 'Certificated' and 'Classified', and lines for 'Date Submitted', 'Name', 'Employee ID#', 'School/Department', and 'Position'.

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

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

Date to be absent _____ Grade/Subject _____ Time duty day begins _____

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

Employee Signature _____

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

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

Site Administrator Signature _____ Date _____

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

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

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

Date(s) to be absent _____ Employee Signature _____

Site Administrator Signature _____ Date _____

DISPOSITION - For Human Resources use only

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

Assistant Superintendent / Director, Human Resources _____ Date _____

Copies: Payroll; Site Administrator; Employee

Notice of Unsafe Condition/Form

BAKERSFIELD CITY SCHOOL DISTRICT
OFFICE OF ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

NOTICE OF UNSAFE CONDITION

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

Please describe the unsafe condition below:

Reported by: _____ Date: _____

Site/Department: _____

Phone number: _____

Unit member signature: _____

Received by: _____ Date: _____

How to Access Bakersfield City School District Policies

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

Smart Find Express – Substitute System

Web Browser Access Instructions
Telephone Access Instructions

Bakersfield City School District
Employee Quick Reference Card

System Phone Number 661-578-6618

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

Write your Access ID here _____

Write your PIN here _____

Web Browser URL _____

TELEPHONE ACCESS INSTRUCTIONS

THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:

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

REASONS FOR ABSENCE:

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

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

REGISTRATION

1. Enter your **Access ID** followed by the star (*) key.
2. Enter your **Access ID** again when it asks for your PIN followed by the star (*) key.
3. Record your name followed by the star (*) key.
4. Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
5. You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (*) key.

TELEPHONE ACCESS INSTRUCTIONS

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

MENU OPTIONS

- 1 – Create an Absence**
- 2 – Review, Cancel Absence or Modify Special Instructions**
- 3 – Review Work Locations and Job Descriptions**
- 4 – Change PIN, Re-record Name**
- 9 – Exit and hang-up**

TO CREATE AN ABSENCE

1. Enter dates for the absence
If using allowed duration when creating an absence, select Full Day, Morning Half Day, Afternoon Half Day or Custom
PRESS 1 if the Absence is only for today
PRESS 2 if the Absence is only for tomorrow
PRESS 3 to Enter the dates and times for the absence
2. If you pressed 3 to Enter Dates and time
Enter Start Date
PRESS 1 to Accept the date offered
PRESS 2 to Enter start date (MMDD)
3. Enter the reason from page 1 followed by the star (*) key or wait for a list of reasons
4. Record Special Instructions
PRESS 1 to Record special instructions. Press the star (*) key when done
PRESS 2 to Bypass this step
5. Is a Substitute Required?
PRESS 1 if a substitute is required
PRESS 2 if a substitute is not required
6. If you **pressed 1**, a substitute is required
PRESS 1 to Request a particular substitute
Enter the substitute access ID, followed by the star (*) key
PRESS 1 to Accept requested substitute
PRESS 1 if the Substitute should be called
PRESS 2 if the Substitute has already agreed to work and does not need to be called
PRESS 2 to Bypass requesting a substitute
7. Complete Absence
PRESS 1 to Receive the job number
Record the Job Number. The Job Number is your confirmation.

TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

1. Hear the job information
PRESS 1 to Hear absence information again

PRESS 2 to Modify special instructions

PRESS 3 to Cancel the absence

If you **pressed 3** to Cancel the job

PRESS 1 to Confirm the cancellation request

If a substitute is assigned to the absence

PRESS 1 for the System to call the assigned substitute

PRESS 2 to Not have the system call the substitute

Once you confirm a request to cancel the job, you **MUST** wait for the system to say "**Job Number has been cancelled.**"

TO CHANGE PIN or RE-RECORD NAME

1. **PRESS 1** to Change your PIN

PRESS 2 to Change the recording of your name

WEB BROWSER ACCESS INSTRUCTIONS

SIGN IN

Open your browser and access the SmartFindExpress Sign In page. Enter your Access ID and PIN.

PIN REMINDER

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note:** *You must be registered with the system and have a valid email address in your profile to use this option.*

PROFILE

Information

- Review profile status and address information.

Update Email

- Enter or change email address.

Change Password

- Enter your current PIN followed by a new PIN twice and click Save.

SELECT ROLE

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!

TO CREATE AN ABSENCE

Choose the *Create an Absence* link

Important Note: *Items in Bold are required to complete an Absence.*

- **Select the Location**
- **Select the Classification**
 - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu.**

NOTE: *If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment. *Absence Approval may not be enabled for your district.*
- **Indicate if a substitute is required for this absence**
 - Choose Yes or No
- **Select Start and End Dates for your absence**

- Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
 - To change defaults, enter time in HH:MM am or pm format
 - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence.
 - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
 - Modify daily schedule and/or times for absence and substitute
- Request a particular substitute
 - Enter the substitute's access ID number or use the Search feature to find the substitute by name
- Indicate if the requested substitute has accepted this job
 - Yes = substitute is prearranged and will not be called and offered the job
 - No = call will be placed and the substitute will be offered the job
- Enter special instructions for the substitute to view
- Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.
- **Select the Continue button**

COMPLETE! You **MUST** receive a **Job Number** for your absence to be recorded in the system and to receive a substitute.

TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.

Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

SIGN OUT AND WEB BROWSER INFORMATION

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from SmartFindExpress. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from SmartFindExpress.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from SmartFindExpress, and close the web browser when you finish with your session.

You can click the Help link to access Help Guides and How-to videos.

Important Note: *Do NOT use the browser's BACK button to navigate to screens. Navigation buttons are on the bottom of SmartFindExpress screens, such as the Return to List and Continue buttons.*

Reassignment
Protocols/“Surplus” Procedure

8.10.1 Involuntary Transfers due to school closures, reduced staffing and enrollment changes (commonly known as Surplus)

- A position at a school site may be declared surplus in a specific grade level or content area by the principal/district due to enrollment changes and/or program need.
- A teacher on the same campus may volunteer (in writing) to be reassigned to another school instead of the teacher with the lowest seniority.
- If there are no volunteers, then the least senior teacher in the specified grade level or subject area is surplus. That teacher has the option of bumping the least senior teacher on campus, agreeing to take the grade level of the least senior teacher.

Here is an example:

1. At XYZ School, due to enrollment, the school will be eliminating a second grade classroom (going from 4 second grades to 3 second grades) for the next school year.
 2. The teacher with the lowest seniority in the second grade would be declared surplus, unless, they choose to take the classroom of the teacher with the lowest seniority overall at the school. This may mean a second grade teacher would then go into another grade level, remaining at the school, while the lowest in seniority (grade 5 for example) would be surplus.
- It is important to note that each of these surplus moves is reviewed very carefully by the Department of Human Resources and Fiscal Services.

Compensation for the Assignment
of Additional Students

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BAKERSFIELD CITY SCHOOL DISTRICT
AND
BAKERSFIELD ELEMENTARY TEACHERS ASSOCIATION**

REGARDING COMPENSATION FOR THE ASSIGNMENT OF ADDITIONAL STUDENTS

The Bakersfield City School District ("District") and the Bakersfield Elementary Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") with respect to the following:

Article 14, Section 14.1.1 of the parties' collective bargaining agreement ("CBA") provides additional compensation to junior high and middle school physical education teachers if they are assigned additional students from the class of an absent classroom teacher due to the unavailability of a substitute teacher. Due to a shortage of substitute teachers and higher-than-normal rates of absences due in part to the ongoing COVID-19 pandemic, the parties desire to provide a similar benefit to all teachers should they be assigned additional students due to the unavailability of substitute teachers.

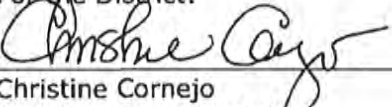
Accordingly, and notwithstanding Article 14, section 14.1.1 of the parties' CBA, the District and BETA agree to the following, subject to ratification by the District's Governing Board:

1. PE teachers shall be compensated \$300 when assigned 1 or more additional students from the class of an absent classroom teacher(s) because of the unavailability of a substitute teacher for up to 3 days; PE teachers who are assigned 1 or more additional students for 4 days or more shall be compensated at an additional \$100 per day. For example, if in any given month a PE teacher is assigned extra students for 5 days, they shall be compensated \$500 for that month. If the PE teacher is assigned extra students for only 2 days, they shall be compensated \$300.
2. All other unit members who are assigned additional students from the class of an absent classroom teacher(s) because of the unavailability of a substitute teacher shall be paid ten dollars (\$10.00) per additional student per period per day not to exceed ten (10) additional students on any given day. The 10 student per day cap does not apply to PE teachers.
3. The term of this MOU shall be effective February 1, 2022, and will expire on June 30, 2023, unless otherwise negotiated by mutual written agreement.
4. Upon expiration of this MOU, the compensation provided by this MOU shall expire with it except that PE teachers only shall be compensated in accordance with Article 14.1.1 beginning July 1, 2023.
5. All components of the current CBA between the parties not addressed by this MOU shall remain in full effect. The parties agree that this MOU is non-precedent setting.
6. This MOU satisfies the District's obligation to meet and negotiate the matters described herein.

7. By signing below, the parties warrant that they are authorized to execute this MOU on behalf of their principals.

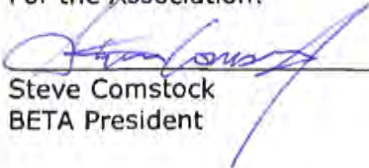
Dated: December 13, 2021

For the District:



Christine Cornejo
Assistant Superintendent

For the Association:



Steve Comstock
BETA President

California School Preschool Program

**MEMORANDUM OF UNDERSTANDING BETWEEN
BAKERSFIELD CITY SCHOOL DISTRICT
AND
BAKERSFIELD ELEMENTARY TEACHERS ASSOCIATION**

California State Preschool Program

This Memorandum of Understanding ("MOU") is entered into by and between Bakersfield City School District ("District") and the Bakersfield Elementary Teachers Association ("BETA") (collectively "Parties") with regards to the following:

WHEREAS, the District and BETA are parties to a collective bargaining agreement ("CBA");

WHEREAS, Article 4, section 4.2.5, "District Bank Day," of the CBA provides that the certificated employee school calendar shall reflect a weekly "bank day" in which students are released early each Wednesday in order to provide protected, extended time for teachers to work collaboratively as a Professional Learning Community ("PLC"); afford unit members with monthly late start days during which there is a two-hour delayed start to provide unit members the opportunity for collaboration and professional development; and states that equitable time will be provided to unit members for professional development;

WHEREAS, Article 4, section 4.6, "Minimum Days," of the CBA provides that "[t]he day before Thanksgiving Vacation, the day before Winter Vacation, the day before Spring Break, and the last day of school shall be minimum days";

WHEREAS, the District is under contract with the California Department of Education ("CDE") to provide a California State Preschool Program ("CSPP") for the 2022-2023 school year;

WHEREAS, the District's contract with the CDE requires it to comply with the CDE CSPP Contract Terms and Conditions ("CT&C"), and any non-compliance with the CT&C may subject the District to termination of the CSPP contract;

WHEREAS, the CT&C require that part-day services be made available at least three hours and less than three hours and 59 minutes each day, for between 175 and 180 days per year, and shall not include a scheduled nap period;

WHEREAS, the CT&C require that the District maintain minimum staffing ratios of 1:8 adult to child, and 1:24 teacher to child in accordance with Title 5 of the California Code of Regulations, section 17713; and

WHEREAS, the Parties recognize that the provisions of the District Bank Day program, including late start days, and Minimum Days program conflict with District's obligations under the CT&C, and prevent the CSPP from complying with the requirements of the CT&C as described above.


NOW THEREFORE, having met and negotiated in good faith, the Parties agree as follows, subject to approval by the Board:

1. CSPP unit members are not eligible to participate in the District Bank Days program as described in Article 4, section 4.2.5 of the CBA, including, but not limited to, weekly bank days and late start days.

2. CSPP unit members are not eligible to participate in minimum days as described in Article 4, section 4.6.
3. CSPP unit members may not request a modified schedule or late starts, except for the purposes of requesting a "double session" for special activities as listed in the "Request for CSPP Double Session" form. Such requests may be submitted to the CSPP Program Coordinator, and shall only be granted for approved special activities.
4. Professional development opportunities for CSPP unit members shall be provided during times that do not conflict with the CSPP CT&C.
5. This MOU is limited to the aforementioned items, and does not otherwise modify or amend the CBA. This MOU will be incorporated into any successor agreements of the Parties as provided herein.

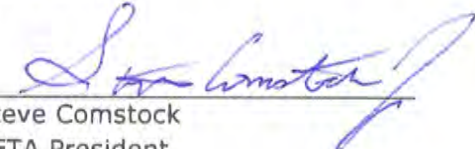
June 16, 2022

Bakersfield City School District



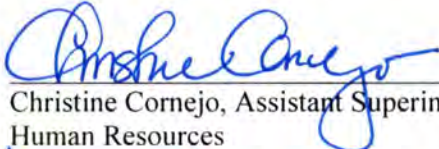
Christine Cornejo
Assistant Superintendent
Human Resources


Bakersfield Elementary Teachers
Association




Steve Comstock
BETA President


Bakersfield City School District



Christine Cornejo, Assistant Superintendent
Human Resources


Rona Chacon-Mellon, Director I
Human Resources


Sherry Gladin, Assistant Superintendent
Business Services


Laura Orozco, Assistant Superintendent
Department of Educational Services


Mike Havens, Executive Director
Department of Educational Services

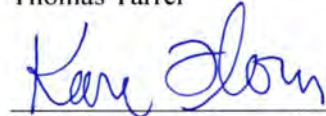

Dylan Capilla
College Heights Elementary

July 20, 2023
Date

Bakersfield Elementary Teachers Association


Steven Comstock, President

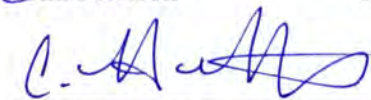

Thomas Tarrer Emerson Middle


Kari Florez Curriculum & Instruction


Shannon Barnes Fletcher Elementary


Bradford Barnes Lincoln Junior High


John Peterson Owens Elementary


Cassandra Hobbs Longfellow Elementary

July 20, 2023
Date

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