# Bellflower Teachers Association

# AGREEMENT

# Bellflower Unified School District

**July 1, 2024 through June 30, 2027**

# *AGREEMENT*

*Between*

*BELLFLOWER UNIFIED SCHOOL DISTRICT*

*AND*

*BELLFLOWER TEACHERS ASSOCIATION*

*JULY 1, 2024*

*Through*

*JUNE 30, 2027*

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## Article I - AGREEMENT

This Agreement is entered into retroactive to July 1, 2024 between the Board of Education of the Bellflower Unified School District, hereinafter referred to as the "District," whose address is 16703 South Clark Avenue, Bellflower, California, 90706, and the Bellflower Teachers Association, hereinafter referred to as the "Association," whose address is 17434 Studebaker Road, Cerritos, California, 90703. The Association is a chapter of the California Teachers Association, which is affiliated with the National Education Association.

It is agreed that if the Association changes its legal name to "Bellflower Teachers Association/CTA/NEA" or the like, this Agreement shall be applicable to and enforceable by such successor organization.

## Article II - RECOGNITION

The District recognizes the Association as the exclusive representative for the following unit of certificated employees. The term "unit member" as used throughout this Agreement refers to those employees who are assigned to positions listed under "Inclusions" below.

A. Inclusions.

The unit shall include regular contract certificated positions of the District occupied by employees with temporary contract, probationary, permanent, or "non-permanent" status, such as:

1. Elementary teacher
2. Secondary teacher
3. Resource teacher (elementary librarian)
4. Reading Specialist
5. Resource Specialist Program teacher
6. Special Day Class teacher
7. Remedial/Adapted Physical Education teacher
8. Librarian
9. Project Facilitator
10. School Psychologist
11. Children's Center State Preschool teacher
12. Adult Education teacher (works 20 hours/week or more)
13. Title VII Project Coordinator/Resource Teacher
14. Home/Hospital teacher
15. Summer School teacher
16. Elementary Music teacher
17. Teacher on special assignment
18. Speech and Language Specialist

The unit shall also include employees on Leave of Absence from the unit positions included above.

B. Exclusions.

1. The unit shall exclude all certificated employees occupying management positions and acting management positions as defined in Government Code 3540.1(g), such as, but not limited to:

a. Superintendent
b. Deputy Superintendent
c. Assistant Superintendent
d. Administrator
e. Principal
f. Director
g. Coordinator
h. Assistant Principal

i. Counselor
j. Program Specialist
k. Supervisor

2. Also excluded are employees occupying positions in the following categories:

a. Classified Management
b. Confidential
c. Classified
d. Non-Classified
e. Regional Occupation Program
f. Consultants
g. Substitutes (non-contract personnel)
h. Adult Education (less than 20 hours per week)

C. The District and Association agree that the unit described above is the only appropriate unit for employee representation purposes, and that neither party will later contest the appropriateness of the unit by any means, including use of Public Employment Relations Board procedures; provided, however, that the District and the Association reserve their rights to seek clarification or amendment pursuant to PERB Regulations with respect to any new job classifications created by the District which are not enumerated in the unit description. Nothing \in the foregoing shall preclude the parties from changing the unit description by mutual agreement.

D. If the District creates any unit job classification during the term of this Agreement, it will notify the Association and meet upon request with the Association. The District may determine the salary rate and other terms and conditions of employment subject to change through negotiations with the Association.

E. Disputes concerning this Article are not subject to the procedures of Article V, Grievance Procedures.

## Article III - RETAINED DISTRICT RIGHTS

A. This Article is intended to insure that the District retains all rights and powers which it has not agreed to limit in other Articles of this Agreement: this Article is not intended, nor shall it be construed as: (1) expanding the rights of the District beyond statutory and constructional limits; (2) waiving the rights of individual unit members under the Education Code or other statutes or constitutions; or (3) waiving or otherwise diminishing the rights of the Association or of unit members as set forth in other Articles of this agreement. If there is a direct conflict between the retained rights of this Article and the rights of the unit members or of the Association as set forth in some other Article of this Agreement, the language of the latter shall prevail. Also it is recognized that several of the following subject matters fall within the scope of consultation under Government Code 3543.2; this Article is not intended to limit such consultation rights, but rather to indicate that the final decision in such matters lies with the District.

Subject to the foregoing qualifications, it is agreed that all matters which are not enumerated as within the scope of negotiation in Government Code 3543.2, and also all powers and rights which are not limited by the terms of other Articles of this Agreement, are retained by the District. Such retained rights include, but are not limited to, the exclusive right to: (1) determine the legal, operational, geographical, and organizational structure of the District, including all advisory commissions and committees; (2) determine all sources and amounts of financial support for the District and all means or conditions necessary or incidental to securing the same, including compliance with any qualifications or requirements posed by law or by funding sources as a condition of receiving funds; (3) determine all budget matter and procedures, including all budgetary allocations, reserves and expenditures apart from those expenditures expressly required by other Articles of this Agreement; (4) determine the number, type and location of all District owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the work, service and activity functions assigned to each of such properties; (5) determine the classes to be formed and taught and the other duties and services to be rendered to the public and the services to be rendered to District personnel in support of the services rendered to the public; methods, frequency and standards of services; performance standards (subject to Article IX, Evaluation Procedure); job content and qualification; and the personnel, supplies, material and equipment to be used in connection with such services; (6) determine, to the extent permitted by the Education Code, the utilization of persons not covered by this Agreement, including but not limited to substitutes, instructional aides, and others excluded in Article II, to do work which is normally done by persons covered hereby, and the methods of selection and assignment of such personnel; (7) determine the educational policies, procedures, objectives, goals and programs, curricula, textbooks, course content, pupil placement, guidance, grading, testing, records, support services, pupil conduct and discipline policies, and extra-curricular and co-curricular activities; (8) select, classify, direct, utilize, promote, demote, discipline, lay off, terminate and retire any personnel of the District, subject to Education Code restrictions upon same; (9) assign employees to any location and also to any facilities, classrooms, activities, academic subject matters, specialties, departments and grade levels (subject to Article VIII, Transfers); (10) determine (subject to Article XII, Class Size) staffing patterns, including but not limited to the number of employees; (11) determine whether, when and where a job opening exists; (12) determine the job classifications and the content and qualifications thereof; (13) determine the affirmative action and equal employment policies and

programs to improve the utilization of women and minorities; (14) determine the dates, times and hours of operation of any District facility, function, service or activity (subject to Article VII, Hours of Employment); (15) determine safety and security measures for employees (subject to Article XIV, Safety Conditions), students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters; and (16) determine the rules, regulations and policies for all employees, students, and the public (subject to the limitations of the Articles of this Agreement).

B. It is understood that the right to "determine" as used in Section A above includes the right to establish, modify, and discontinue, in whole or in part, temporarily or permanently, any of the above matters.

C. The above-mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercises of any right reserved to the District in this Article in a particular manner, or the non-exercises of any such right, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

D. It is agreed that the contractual rights of the Association and of the unit members are set forth in the other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, and dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District, or arising out of or in any way connected with the effects of the exercise of such rights, is not subject to the grievance and arbitration provisions of Article V. Provide, however, that nothing contained herein shall be construed to prevent the filing of grievances, pursuant to Article V. contending that an act or omission by the District constitutes a violation of any express term of some other Article of this Agreement, so long as such Article is not by its own terms excluded from the grievance/arbitration provisions of Article V.

## Article IV – ASSOCIATION RIGHTS

A. Access to Unit Members and Facilities. The District agrees to permit Association representatives access to contact unit members for Association business during the unit member's non-classroom teaching hours. Such representatives shall first report to the office of the site administrator to make suitable arrangements for the contact. In no event shall an Association representative or unit member interrupt or interfere in any way with normal work.

An authorized representative of the Association for a school site shall be permitted to make brief announcements at the end of staff meetings. The principal or designee however may agree to an alternate time during the meeting. The authorized representative will inform the administrator of the need to make the announcement prior to the meeting commencing. The principal or designee shall leave the room during their announcements, unless the authorized representative requests the principal or designee to stay.

B. Bulletin Boards. The Association may use a bulletin board at each school in an area frequented by unit members.

C. Mail Boxes and Mail System. The Association may use school and District Office mailboxes to communicate with unit members. It shall be the responsibility of the Association to place its communications in the District Office and/or school mailboxes. Sufficient copies of each District-wide Association communication to unit members must be submitted to the Superintendent at the time of the entrance of such communication into the school district mail system. The Association shall submit to the principal a copy of any communication distributed through the mail boxes at the site, except personal correspondence.

D. Content Restrictions. Any communication distributed or posted must involve official Association business only, and must not be defamatory, obscene, or hold any individual to ridicule. It must be dated and must identify the person and organization responsible for its promulgation, except for: (1) materials clearly identifiable as having originated through one of the Association's affiliate organizations; and (2) bulk materials describing one of the Association's sponsored programs. The Association assumes full legal responsibility for the content of its communications.

E. Board of Education Agenda and Agenda Book. Board of Education meeting agendas and related materials shall be posted online in accordance with the timelines set forth in the Brown Act for all members of the public to access including the Association and one (1) hard copy shall be provided to the Association President no later than forty-eight (48) hours preceding a regular Board of Education meeting. The District shall notify the Association President when a special meeting of the Board of Education is scheduled. An Association representative may address the Board on any item on the agenda in a manner provided by the Board. At any regular Board of Education meeting, an Association representative may address the Board on any non-agenda item in the manner provided by the Board.

F. Identification of Unit Members. The District shall furnish to the Association by November 1 of each year a list of each unit member's name, site location, home address,

home telephone number, and date of first paid service. An updated list shall be furnished during the third quarter of the school year. The Association agrees to use the above information for internal organizational purposes only and agrees not to disclose this information to a third party.

G. Representation of Unit Members. A unit member may, upon request, be represented by the Association in grievance matters as provided in Article V, and also in any contemplated disciplinary or discharge proceedings.

H. Representation on District Committees. The Association will appoint at least one unit member to all District-wide committees. The District shall advise the Association of all such committees in existence plus any new committees at the time of their formation. The foregoing shall not limit the District's freedom to select any additional unit member employees.

I. Dues Deductions and Organizational Security.

1. Any unit member who is a member of the Bellflower Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the unit members each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Association members who currently have authorization cards on file for the above purposes need not be resolicited.

2. The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership from year to year unless revoked in writing between July 1 and July 31 of the year in which this Agreement terminates. The District will guarantee said maintenance of membership to the Association by enforcing payment of dues by members required under the terms set forth above and provisions of the Education Code and Government Code section 3540.1 (i)(l).

3. With respect to all sums deducted by the District pursuant to section J.l and J.2 above, for membership dues, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such 9 deductions have been made, categorizing them as to membership for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

4. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

5. The Association agrees to furnish any information needed by the District to fulfill the provisions of section J of this Article.

6. The Association and the District hereby agree as follows:

a. The Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation, and to pay any judgment or settlement liability arising out of such challenge.

b. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in section I.6.a shall or shall not be compromised, resisted, defended, tried or appealed.

J. Association Access to New Employee Orientations Pursuant to AB 119

1. Sharing of Employee Information with the Association

a. The District shall provide the Association with the name, job title, department, worksite, home and personal cellular phone numbers, personal email addresses on file with the District, and home address of newly hired employees within thirty (30) days of hire or by the first pay period of the month following hire. (California Government Code 3558)

b. The District shall provide the Association with the name, job title, department, work site, home and personal cellular phone numbers, personal email addresses on file with the District, and home address for all members of the bargaining unit at least every 120 days or upon request.

c. The Association agrees to use the above information for internal organization purposes only and agrees not to disclose this information to a third party.

2. Beginning of School Year Hires

a. District will notify the Association President of the date of the new employee orientation by the end of the prior school year.

## Article V - GRIEVANCE PROCEDURES

A. General Provisions and Definitions.

1. A "grievance" is an allegation by one or more unit member(s) or the Association that the District has violated, misinterpreted or misapplied a provision of this Agreement. All other matter and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement. The District shall be the respondent in all cases, rather than an individual District representative. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

2. The purpose of these procedures is to secure, at the lowest possible administrative level, solutions to grievances. In order to encourage a professional and harmonious disposition of complaints, it is agreed that from the time a grievance is filed until it is processed through the final steps of these procedures, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

3. The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to discuss the grievance with the District and to state its views on the matter.

4. A "day", as used throughout this Article, is a day in which the District central office is open for business. Any time limit affected by calendared non-teacher workdays shall be extended by the equivalent duration of time excluding summer breaks. Time limits herein may be lengthened or shortened by a particular case only by mutual written agreement, and the parties will attempt in good faith to adjust time limit problems which occur beyond Level I as a result of the summer recess.

5. The District shall provide the Association with copies of all written grievances, responses and correspondence pertinent thereto at the time they are received and/or transmitted.

B. Informal Level. Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with his/her immediate administrator within fifteen (15) days of the occurrence. The request for the informal conference shall be given to the immediate administrator in writing and the informal conference shall be scheduled within five days. If a grievance arises from action or inaction on the part of an administrator other than the immediate administrator, the grievant may submit such grievance to the appropriate administrator at the informal and level I stages. If the appropriate administrator for such purpose is the Superintendent, then Level II may be disregarded.

C. Level I. After completing the informal level, if the grievant is not satisfied with the outcome of the informal level, and in no event later than twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on a

mutually agreed-upon form to the appropriate administrator. If the grievant had no actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty (20) day time limit shall begin to run on the date upon which the grievant knew or could with reasonable diligence have known of the occurrence.

The written statement shall be a clear, concise statement of the grievance, including the provisions of this Agreement alleged to have been violated, misinterpreted or misapplied, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Either party may request a personal conference with the other party. The administrator shall communicate a written decision to the unit member and Association representative, if any, within ten (10) days after receiving the grievance. Such action will terminate Level I.

D. Level II. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or designee within five (5) days after the termination of Level I.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. The District shall provide the Association with a copy of the appeal statement.

Either the grievant or the Superintendent or designee may request a personal conference. A conference shall be held within five 5) working days of receipt of the conference request. The Superintendent or designee shall communicate a decision within fifteen (15) days after receiving the appeal. Such a decision will terminate Level II.

E. Voluntary Mediation. Either party may request mediation prior to arbitration. If the Request to mediate is granted, a mediator from the Judicial Arbitration and Mediation Services (JAMS) or the American Arbitration Association (AAA) shall be requested within five days. The selection of mediation services shall be made by the agreeing party. In the event a resolution is not reached by the parties, the process to select an arbitrator shall begin. The cost of the mediation shall be equally shared by the parties.

F. Arbitration.

1. Notice. Grievance which are not settled at Level II or at Voluntary Mediation and which both the grievant and the Association desire to contest further, which involve the interpretation or application of the express terms of this agreement specified in the definition of “grievance” and which were processed and handled in accordance with the procedures of this Article shall be submitted to binding arbitration as provided herein, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within twenty (20) days after the Termination of Level II. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

2. Selection of an Arbitrator. As soon as possible, and in any event not later than five (5) days after the District receives the written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said five (5) days, an arbitrator shall be selected immediately from the following list of arbitrators by alternate striking of names until one name remains.

Norman Brand
Fred Horowitz
John D. Perone
Michael Prihar
Barry Winograd

The party who strikes the first name shall be determined by lot.

3. Limitations Upon Arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of a provision of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in briefs. The parties may mutually agree to use expedited arbitration procedures.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in what is in effect a modification (whether by addition, subtraction, or revision) of the express terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award merely because in his/her opinion such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

The arbitrator may hear only one grievance at a time unless both parties expressly agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

4. Arbitrator's Decision. The decision of the arbitrator as provided above shall be final and binding upon the parties, and shall be enforceable or subject to challenge pursuant to Title 9 (Section 1280 et seq.) of the Code of Civil Procedure.

The grievance and arbitration procedures described above are to be the Association's and the unit member's sole and final remedy for any claimed breach by the District of this Agreement, unless specifically otherwise provided herein.

5. Expenses. All fees and expenses of the arbitrator (and reporter, if any) shall be shared equally by the parties. However, the District shall, no less than annually, seek reimbursement from the State for its fees and expenses stated above. The District shall forward written notification to the Association requesting reimbursement from the state. The District shall immediately notify the Association upon receipt of reimbursements. Any such reimbursement received by the District shall be divided equally with the Association when received and after the period for audit has expired. Each party shall bear the expense of the presentation of its own case, except for released time as provided below.

6. Failure to Meet Time Limits. If the grievance is not processed by the grievant and/or the Association in accordance with the time limits set forth in this Article, it shall not be subject to arbitration, and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and a termination of the level involved, and the grievant may proceed to the next step.

G. Release Time. Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally such meetings will be scheduled in such a manner that they will not conflict with regular duties. However, when such meetings are scheduled so as to conflict with the unit member's work hours, reasonable release time without loss of salary will be provided to the grievant and his/her authorized Association representative, if any. In addition, witnesses to an arbitration hearing shall be given released time while testifying. This constitutes reasonable periods of release time within the meaning of Government Code Section 3543.1 (c).

H. Separate Grievance Files. All documents, communications and records dealing with the processing of a grievance will be filed in a separate confidential grievance file located in the personnel office and will not be kept in the personnel file of any of the participants, unless it would otherwise be deemed an appropriate personnel file document or record. Access to grievance files shall be limited to administrative personnel who have a legitimate need to have such access. The grievant shall be permitted to view any grievance documents kept in the confidential grievance file.

I. No Reprisal. No reprisals will be taken by the District against any unit member or Association representative because of his/her participation in the grievance procedures as a grievant, representative or witness.

## Article VI - WORK STOPPAGE

A. Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association agrees that neither it nor its members, agents, representatives, employees or persons acting in concert with any of them shall incite, encourage, or participate in any strike, walkout, slow down, or other work stoppages of any nature whatsoever against the District during the life of this Agreement for any cause or dispute.

This includes but is not limited to disputes that are subject to the grievance procedures, Unfair Labor Practice charges by the District or the Association, jurisdictional disputes, judicial disputes, disputes with other labor organizations and any other dispute not mentioned in this Agreement.

It is further understood that the Association, its members, agents, representatives, employees or persons acting in concert with them shall not engage students in any picketing at the District office or any of its sites, and shall not involve or encourage students to participate in any activities covered by this Article, including but not limited to the use of classroom instructional time for propaganda and/or inciteful purposes.

In the event of any strike, walkout, work slowdown, work stoppage or improper use of students or classroom time or threat thereof, the Association will make every effort within its power and authority to end or avert the same.

B. Any unit member engaging in any strike, walkout, slowdown, work stoppage, or other work stoppage of any nature whatsoever including disputes listed in Part A of the Article, or refusing to perform duly assigned services in violation of this Article, shall receive no pay for the day(s) in question, and shall be subject to discipline or termination pursuant to applicable Education Code procedures. Termination cases arising under this paragraph are to be handled according to appropriate legal proceedings rather than the grievance and arbitration process of Article V.

C. In the event that any of the persons referred to in paragraphs A and B above violates the provisions of the Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance and arbitration provisions of Article V, the Association (and the unit members) may, at the option of the District, be deemed to have waived the right to process the grievance or dispute to arbitration and the grievance or dispute shall then be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

## Article VII - HOURS OF EMPLOYMENT

A. Hours – General. The District recognizes that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself to an instructional day of rigidly established length. Unit members shall spend as much time as necessary to fulfill their instructional and professional responsibilities. Although the minimum school-based assignment hours may be less than forty (40) hours per week, it is understood that fulfillment of a unit member's total professional responsibilities will generally require a work week well in excess of forty (40) hours.

B. Normal On-Site Obligation.

1. The normal on-site day for elementary unit members shall be seven (7) hours. They shall report to their duty sites no later than thirty (30) minutes prior to the opening of the scheduled regular school day for students. This thirty-minute before-school requirement is conditioned by decisions reached under the provisions of Section C.2 below.

2. The normal on-site day for unit members at Bellflower and Mayfair High Schools shall be seven (7) hours and sixteen (16) minutes. They shall report to their duty sites a reasonable time prior to their first classroom or preparation period assignment.

3. Unit members noted in paragraphs 1 and 2 above shall routinely remain at the site for a reasonable time after regular classroom hours in order to be available to pupils, parents, administrators and fellow employees and to perform the duties indicated in Section C below. However, on Fridays and the day before a holiday, unit members may leave the site immediately after the end of their last classroom or preparation period assignment. It is understood that as part of evaluation procedures individual teachers may be subject to a set departure time as a corrective or improvement devise.

4. The normal on-site week for unit members at Somerset High School shall be thirty-six and one-fourth (36 ¼) hours. They shall report to their duty sites no later than fifteen (15) minutes prior to their first classroom or preparation period assignment.

5. The on-site obligation for kindergarten teachers shall be the same as that for other elementary teachers. Non-student contact responsibility shall be no greater than those of other teachers at the site.

6. Full-time Children's Center (CDC, State Preschool and Community Day Classes) teachers shall have a normal on-site obligation of 8 hours, except those who are assigned a split shift in which case their obligation is 7 hours. The District shall make a good faith effort to minimize such split-shift assignments; while hours of assignment may be reduced for other reasons, reduction of hours shall not be the method of minimizing such split-shift assignments.

7. Psychologists shall have a normal workday of 8 hours, including a 30-minute duty free lunch.

8. It is understood that a site administrator may at his/her discretion from time to time release any individual unit member form his/her normal on-site obligation, without creating precedent, and without denial of such release being subject to the grievance procedure. In the absence of such release or other administrative direction, unit members shall remain on-site during the established normal on-site hours, except during duty-free lunch periods.

9. The normal on-site hours shall also be observed on days when pupils are not in attendance, minimum days, orientation days and the like; provided, however, that on minimum days scheduled for reasons other than providing additional student-free work time unit members may leave the site at the end of their last classroom or preparation period assignment.

10. Eight shortened days shall be scheduled during the year for elementary school parent conferences. No more than four shall be scheduled on Wednesdays. A block of five consecutive workdays shall be scheduled for this purpose prior to Thanksgiving.

11. The site administrator shall consult with the unit members at the site with respect to any decision regarding changes in the instructional day or schedule, including the length of the student day on the normal minimum day schedule for that site. Exempt from this consultation requirement are those changes that are temporary and designed to meet special program needs such as student assemblies, activities, testing, and minimum or shortened days.

12. The site administrator shall also consult with the staff with respect to methods of notifying the administrator's office of their arrivals and departures to and from the site and related procedures, and shall not impose arbitrary requirements in such matters.

13. Site administrators shall make a good faith effort to minimize the number of subject matter preparations required of each secondary teacher, and shall consult with the teacher prior to assigning more than three (3) different preparations, giving good faith consideration to the teacher's suggestions.

Site administrators shall not assign probationary unit members more than three different preparations without the teacher's consent.

14. Secondary Monday morning meetings: Site administrators may schedule a meeting on Monday mornings for a duration of one-half hour. The rest of the Monday morning shall be used by teachers as planning/preparation time in accordance with past practice.

15. No District and/or site trainings or meetings shall be scheduled during the week of parent conferences in the fall, the weeks of back-to-school night, open house. The District shall make a good faith effort not to schedule site trainings or meetings the week before report cards are due.

C. Instructional Time – Grade K through 6.

1. Instructional time for grades K-6 shall be no less than 54,044 minutes annually. The time shall be divided as follows:

a. One hundred thirty (130) regular days of three hundred twenty (320) minutes' instructional time each.

b. Forty-five (45) shortened days of two hundred fifty (250) minutes' instructional time each.

c. Five (5) minimum days of two hundred forty (240) minutes' instructional time each.

2. The distribution of instructional time for regular and shortened days within the unit members' seven-hour on-site obligation shall be determined by mutual agreement between the

principal and certificated staff at each site subject to reasonable coordination with other District programs and approval for compliance by the Assistant Superintendent, Educational Services. Should the staff and the principal at the site fail to reach mutual agreement, the dispute shall be mediated by representatives of the District and the Association.

D. Adjunct Duties.

1. Unit members shall perform those duties necessary for the accomplishment of their classroom (or support staff) assignments. They shall attend faculty, departmental and/or grade level meetings of reasonable frequency and duration within the normal on-site day. In addition, they shall participate in Back-to-School and Open House activities. They shall not be required to participate in other night or weekend meetings or activities except as provided below.

Elementary principals shall be permitted to call teachers' meetings forty-five minutes prior to the start of student contact. Such meetings shall not exceed one (1) meeting per month. Any additional teachers' meetings, except for the in-service/staff development meetings scheduled for the "District/Site In-service" Wednesdays provided in Section E.2 b. below, may be scheduled only by mutual agreement of the staff.

Secondary principals shall be permitted to call one (1) emergency staff meeting per semester prior to or after student contract time.

2. Duties to be performed within the normal on-site day shall be equitably distributed among the staff. Duties performed outside the normal on-site day shall also be equitably distributed. Duties to be performed on a holiday or within the days of a more-than-two-day weekend shall be staffed on a voluntary basis only.

3. At the elementary schools and the continuation high school, each staff shall agree upon the necessary adjunct duties for the ensuing school year. Volunteers shall be solicited for the equitable distribution of these duties. Duties may be assigned when there are an insufficient number of volunteers.

4. At the comprehensive high schools the following procedure shall be used for the assignment of duties outside the normal on-site day:

a. Prior to May 15th of each school year, each school shall distribute a list of the types of supervision which will be needed for the following year to all unit members at that site. Each unit member will be asked to submit his/her preferences for supervision.

b. To the extent possible, unit members will be assigned to no more than two events selected from the preferences they had indicated. Unit members who do not indicate a preference will be assigned as needed. A good faith effort will be made to limit involuntary assignments at evening events.

c. Unit members will be notified of their supervision assignments prior to the end of the second week of school. They will also be notified of any assignment change or date change a reasonable time in advance of the assignment. Supervision of rescheduled events shall be voluntary.

d. Unit members servicing as Class Advisors shall not be assigned adjunct duties under this section without the unit member's consent.

5. These provisions shall be administered in a reasonable manner, and not in an arbitrary, capricious or vindictive manner.

E. Lunch Break, Relief Periods and Preparation Periods.

1. Each unit member (except Children's Center) shall receive a daily duty-free lunch break of not less than thirty (30) minutes (exclusive of passing time or travel time), as scheduled by the immediate administrator, except as provided hereinafter.

2. The Wednesday of each week shall be a shortened day at all elementary schools. The additional non-teaching time on these Wednesdays shall be used as follows:

a. For preparation time to be used in accordance with past practice at the elementary schools on no less than twenty-two (22) days;

b. For in-service/staff development/PLC and PLT activities as may be scheduled by the principal or District on up to twelve (12) days. The agenda on three (3) of these days shall be developed by unit members and approved by the site administrator. The topics shall support the District initiatives; and

c. To provide time for possible parent conferences on four (4) days; and

d. For such uses as may be mutually determined by the principal and staff on any remaining days.

3. On shortened days, PE time will be utilized for teacher-directed preparation.

4. Any teacher of grades K-6 may, by cooperative arrangements with fellow staff and with administrative approval, be released from classroom instructional time in order to be provided with preparation time.

5. Each full-time secondary (7-12) classroom teacher shall be afforded one scheduled class period daily as a preparation period, except as provided hereinafter. Preparation periods shall be used for professional, job-related work which will include, but not be limited to, preparation for classes, preparation of teaching materials, presentation of or attendance at demonstration lessons, and conferences with administrators, other employees, counselors, students or parents. Teachers at Somerset shall have two (2) preparation periods daily, one of which shall be scheduled between periods 3 through 6, inclusive, as a lunch period.

6. Notwithstanding the foregoing, in emergency situations involving a threat to student health or safety, unit members may be assigned to perform pupil-supervision duties during their normal duty-free lunch and/or preparation period. The immediate administrator shall make a reasonable effort to ensure that such duties are equitably distributed among available unit members. Also, on rainy days, unit members may be required to perform pupil-supervision duties during the lunch period. However, the site administrator shall, when this occurs, make a reasonable effort to permit early release of such unit members immediately after their final classes.

7. A unit member may also, if deemed necessary by the immediate administrator, be used for providing replacement services for a temporarily absent unit member. The site administrator shall make a reasonable effort to distribute replacement assignments equitably, with reasonable consideration given to the expressed preferences of individual staff members. Such required replacement service, shall be compensated on an hourly basis at the rate of 1/6 of the unit member's daily rate. However, if the replacement service is the result of a mutual voluntary arrangement between unit members (subject to administrative approval), it shall be without the above additional compensation.

8. Each unit member shall also be provided a relief period after any 2.5 hour period of work in an amount of time necessary to meet at least the necessities of life. Typically, this will be accommodated at some time during lunch, recess, nutrition or passing periods.

F. Annual Assignment.

1. The annual assignment for returning full-time regular contract classroom teachers, Nurses, Librarians, and Specialists shall be 184 work days, including two (2) annual preschool pupil-free days and additional pupil-free days on the first and last days of the second semester. Newly-hired unit members are to be assigned an additional day of preparation, so that their work year will be 185 days. The parties shall meet and resolve any problems which may arise regarding the meeting of the instructional year/time requirements provided in this Agreement.

A unit member working a "half-time" assignment would work full days for one full semester or for one-half of the days in the annual assignment of the position: or one-half of the normal daily on-site obligation for the full number of days of the position's annual assignment.

2. The Superintendent and representatives of the Association shall meet each April to determine whether there will be a required mass meeting of all unit members at the beginning of school the next year.

3. Meetings scheduled by District and/or site administrators or their representatives shall be scheduled for not more than one-half of the unit members' on-site time for each of the two pre-school pupil-free days. Any such meeting scheduled for the second pre-school day shall be held in the morning.

4. The first day of school shall be a shortened day, except for Somerset, with no meetings to be held after school. The last day of the first quarter and the third quarter shall be shortened days at all elementary schools.

5. There shall be a minimum day on the days of Back-to-School Night and Open House, the day before Winter Break and the last days of each semester at all schools, plus the last day of first quarter and third quarter at secondary schools.

6. On the first day of the second semester of the school year (a student-free day), unit members shall be present at their normal work location; provided, however, that off-campus visitations shall be permitted with prior approval of the principal. While it is the intent that unit members generally will be able to schedule this day as they deem best, a principal may call a brief meeting of unit members as necessary. Such meetings shall not exceed one hour scheduled at the beginning of the normal on-site obligation. Participation in in-service programs on this day shall be on a voluntary basis.

7. The annual assignment for Psychologists shall be 190 work days. The District may contract with the individual Psychologists for additional time at his/her per diem rate.

8. School year calendars are attached as Appendices I through M.

## Article VIII – TRANSFERS, REASSIGNMENTS AND VACANCIES

A. General – Definitions.

1. A transfer is a change from a probationary or permanent unit member's assigned school or work site to another school or work site within the same position classification. For the purposes of this Article, position classification is any group of positions sufficiently similar in duties, responsibilities and authority that the same position title, minimum qualifications and salary range have been prescribed, except that elementary and secondary teachers shall be deemed the same position classification.

A change between any two of the three programs – Child Development Program, regular K-12 program and Adult Education – shall not be deemed a transfer.

2. A reassignment is a change in a unit member's grade level, subject matter or classroom assignment within a school, division, department or work location.

3. A classification is a group of similar positions requiring like or similar qualifications such as regular classroom teachers, special education teachers or librarians.

4. A vacancy is a position that is unfilled.

B. Posting of Vacancies. Except during the period of August 15 through October 1, the District shall post at each school location a notice of each vacancy as it occurs. Also, unit members who have requests for transfer on file or have filed a written request for notification shall be provided with notice by mail of vacancies which occur within their respective grade level(s) or subject fields. Each posting shall be dated and shall provide for an application deadline of not less than ten (10) working days after posting. The posted vacancy shall not be filled on a regular basis prior to such deadline. Unit members with transfer requests on file shall be considered for vacancies which occur between August 15 and October 1.

C. Voluntary Transfers. Unit members who desire to transfer shall file request for same with the Superintendent or designee and may request any specific location(s) or positions, even if there are no known vacancies at the time. All such requests shall automatically expire on November 1 of the next school year. In addition, unit members may apply for transfer to a particular opening pursuant to the posting provisions of Section B above.

Unit members may only transfer once in each school year. Once a unit member accepts an assignment he/she shall not be considered for any other vacancies during that school year unless mutually agreed upon by the Association and the District.

Voluntary transfer decisions shall be based upon reasonable program-related factors. When filling vacancies in circumstance where new applications are being considered along with unit member volunteer applications, if all other factors are substantially equal, the unit member volunteer applicant with the appropriate credentials shall be given priority. Filing of a request for a transfer shall be without prejudice to the unit member in the unit member's present position. Unit members who are denied their requested transfers shall be notified of the decision at the time it is made, and shall upon request be furnished by the responsible administrator with a written statement of the reasons therefore. Unit members voluntarily transferring during the school year will be provided two (2) days student-free time and moving assistance.

D. Involuntary Transfers. Involuntary transfers are those which are initiated by the District without prior request of the affected unit member.

1. Reasons for Initiating Transfers. The District may initiate transfers only for reasonable, program-related reasons such as the following:

a. Credential problems or other legal requirements;

b. To meet staffing needs caused by changes in enrollment, new school site location, class size adjustments, and the like. The District shall consult with the staff and seek qualified volunteers to transfer prior to imposing the transfer. Unit members voluntarily transferring shall have the right to return to the sending school if a vacancy occurs prior to the end of the school year in which the transfer took place.

c. When a unit member is declared as surplus from his/her work location by virtue of an unanticipated drop in enrollment, program change or the like. This is not to imply that there may not be surplus personnel prior to September 1 when enrollment and program changes and the like can be anticipated. When more than one unit member has been declared "surplus", the surplus unit member with the greatest district seniority possessing the appropriate credential for the vacancy will be given first opportunity for placement in the vacancy (or choice among the vacancies, if more than one exists). He/she, however, may choose to wait for future openings if there are sufficient other surplus unit members to fill existing vacancies.

d. To meet instructional and curriculum needs and program changes;

e. To resolve serious professional differences which have an identifiable ongoing negative impact on the school program. Prior to initiating the transfer, the site administrator shall notify the unit member in writing that the problem(s) exists and shall suggest means of improvement. A reasonable time shall be provided to correct the problem(s); and

f. To carry out an administrative recommendation that a transfer will be likely to improve performance of a unit member, consistent with the provisions of Article IX, Evaluation Procedures.

2. Reasons for Selecting Specific Persons To Be Transferred and Their Destinations. It is recognized that in some cases the decision that a transfer is needed is inseparable from the decision as to who is to be transferred and where they are to be sent. In other cases, once the District has determined that an involuntary transfer is to be initiated, the District shall seek volunteers from the affected site/grade level/subject area. If there are insufficient volunteers, it shall select the unit member(s) with the least District seniority to be transferred unless there is a reasonable, education-related reason for bypassing the unit member(s).

a. No unit member will be subject to a transfer for the reasons in D.1.b and f. more than once in any three-year period, except in the event of school closure.

b. A unit member transferred due to anticipated overstaffing of a school shall, if a vacancy for which he/she is credentialed and competent materializes at the sending school during or at the end of the school year immediately following the transfer, be offered the right to return to the sending school. The District may defer such a return for the remainder of the school year for program continuity purposes, by filling the vacancy on an interim basis if the vacancy occurs following the class-size balancing period during the first semester.

3. Notice of Transfers. Except in the case of unforeseen circumstances such as unanticipated enrollment changes, personnel terminations and program changes, district-initiated

transfer decisions for the upcoming school year shall be made and the affected unit members notified prior to the close of school. In any event, once the District has initiated and made a tentative transfer decision, it shall notify the affected unit member to be transferred, explaining the basis for the decision (in writing, if requested). The unit member shall then be allowed three working days from such notice in which to consider the situation (including the current list of available vacancies), explore alternatives, state objections, state preferences for other vacancies, and have such matters considered in good faith by the District. During summer recess, the time for such activity shall be five calendar days rather than three working days. The District may in its discretion extend such time limits.

4. Relocation/Preparation Time. The District shall provide assistance in moving the unit member's materials to the new work site. If the transfer takes place after students are present the District shall provide two days of release time for the unit member to relocate and prepare for the new assignment.

E. Reassignment.

1. Voluntary Reassignment. A unit member may request a change of assignment to an open subject matter, grade level or classification by putting such request in writing to his/her site administrator. Requests shall be denied only for identifiable, reasonable, education-related reasons.

2. Involuntary Reassignment. Involuntary changes of subject matter, grade level or classification shall be made only for identifiable, reasonable, education-related reasons. No unit member in an elementary position will be involuntarily reassigned more than three grades under or over his/her current assignment unless the unit member agrees to the reassignment.

When a classification change is the result of a reduction in the number of positions within a given job classification (i.e., reduce the number of psychologists because of a reduction in funding) those unit members reclassified shall be given first consideration, as opposed to first right of recall, for reclassification to their original classification at such time as vacancies occur.

3. Reassignment Notification. The immediate administrator or his/her designee shall give the unit member written notice of an intended assignment change for the succeeding year no less than four (4) weeks prior to the end of the school year. Written notice of any subsequent change shall be emailed to the unit member's school district email account and mailed using United States Postal Service during the summer.

4. Assistance with Reassignment. The District shall provide reasonable release time for the unit member to prepare for his/her new assignment. The District also shall provide reasonable assistance in moving the unit member's materials to a different classroom.

## Article IX - EVALUATION PROCEDURES

A. General. The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the California Standards for Teaching Profession, nor shall it contest the judgment of the evaluator or the content of the evaluation; any grievances shall be limited to a claim that the following procedures have been violated or unreasonably applies. All unit members shall be evaluated under the following procedures.

B. Frequency of Evaluation. The District shall evaluate probationary and temporary unit members every year and permanent unit members every other year. After fifteen (15) years in the District, permanent unit members, with effective evaluations, will be evaluated every five (5) years. However, the evaluator, if he/she believes the unit member is performing unsatisfactorily, may initiate the evaluation process at any time during the year upon written notification to the unit member. Such notice shall include the areas where improvement is needed.

Effective evaluation shall be defined as no ratings of needs to improve or unsatisfactory as defined in the Certificated Personnel—Summative Evaluation Rubric Key. For unit members that were evaluated under previously negotiated procedures, effective shall be defined as no areas of remediation or not special evaluations in off years.

C. Identification of Evaluators. Prior to the end of the second week of school, the appropriate administrator shall notify each evaluate of his/her evaluator, in writing, and provide a copy of the District philosophy, District goals, evaluatee's job description, appraisal (evaluation) and observation forms, and curriculum appropriate to the subject and/or grade levels taught.

The unit member's most immediate administrator will be the evaluator. When a unit member works for more than one administrator, one shall be named as primary evaluator and the others shall assist in the evaluation.

If the District changes the evaluator, the District will notify the unit member in writing within a reasonable time.

D. Criteria for Evaluation and Assessment.

1. The District shall evaluate and assess instructional unit member competency as it reasonably relates to each of the following:

a. The progress of pupils toward the standards of expected student achievement at each grade level in each area of study as established by the District;

b. The engagement and support of all students in learning;

c. The creation and maintenance of effective environments for student learning;

d. The understanding and organizing of subject matter for student learning;

e. The planning of instruction and designing learning experiences for all students;

f. The assessment of student work; and

g. Development as a professional educator.

2. The performance of noninstructional unit members which cannot be evaluated appropriately under paragraph 1 above shall be evaluated and assessed as it relates to job responsibilities defined by the District and by means which measure and reasonably relate to the fulfillment of those responsibilities. The District will notify the Association of those job classifications for which this applies.

E. Evaluation Techniques.

1. Prior to October 31 of each year, the evaluator shall review with the evaluatee the standards and assessment techniques by which the evaluatee will be evaluated. For affected unit members at those schools operating on year-round calendars, this deadline shall be at the end of the second school month at their site. The established standards of student progress shall reflect the scope of the evaluatee's assignment. Standardized tests and other multiple measures are used to demonstrate student's progress toward District standards of expected achievement for their grade level in each area of study and toward the State-adopted content standards.

2. Scheduled observations may be set by the evaluator or may be requested by the evaluatee. There shall be at least one scheduled observation of no less than 30 minutes during the evaluation period. Unscheduled observations may occur as needed to effectively collect evaluation data, and an evaluator may visit a class at any time. A post-observation conference shall be held as soon as possible, but not later than fifteen (15) days after each formally scheduled observation. At such conferences, the evaluator should commend and reinforce effective performance, make recommendations, and provide aid to improve ineffective performance. The evaluator shall make a written record of such post-observation conferences, with a copy provided to the evaluatee. The evaluatee may attach a response if he/she so desires. Other post-observation conferences shall be held at the request of either party.

3. The evaluation process described above is intended to be dialogue driven and based on ongoing discussions between the evaluator and evaluatee. Nothing in this section is intended to imply that any evaluation will be based solely on the observation process described above.

F. Remediation Procedure.

1. If, at any time, the evaluator determines that improvement is required for the evaluatee to meet the established standards of performance, the evaluator shall, within a reasonable time, meet with the employee to discuss the problem and possible solutions. At such time, the evaluator shall provide the evaluatee with the following in writing:

a. Areas where improvement is needed;

b. Specific suggestions for improvement;

c. Appropriate resources, if any, that may be utilized by the evaluatee to assist with improvement;

d. The evaluator's role, as appropriate, in assisting the evaluatee in improving;

e. Techniques and standards that will be used in assessing improvement; and

f. The time schedule to be used for monitoring progress.

Remediation conferences should be held as necessary. They may be requested either by the evaluatee or the evaluator. The evaluator shall make a written record of each conference, with a copy provided to the evaluatee with an opportunity to respond.

G. Written Evaluation.

1. Evaluation and assessment conducted pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the evaluatee not later than thirty (30) calendar days before the last day of school. The evaluation will be placed in the evaluatee's personnel file. The evaluatee shall have the right to initiate a written reaction or response to the evaluation. Such response shall be retained in the evaluatee's personnel file. Before the last day of school, the evaluatee and the evaluator shall meet to discuss the evaluation.

2. No negative evaluation shall be based upon materials, observations or the evaluator's perceptions which were not the subject of timely remedial efforts in accordance with Section F, above. Any assertion that an evaluatee's performance in any area is less than satisfactory shall not be arbitrary or capricious.

3. When an evaluatee is now performing satisfactorily in a previously documented area of deficiency, such satisfactorily performance shall be noted in the evaluation.

4. In the case of an evaluatee whose performance has been less than satisfactory, the written evaluation shall describe the areas of needed improvement, reference the applicable remediation documentation, and state what future remedial actions are to be taken involving the evaluator and evaluatee.

5. The final evaluation conference shall highlight the areas of effective and ineffective performance by the evaluatee, and plans shall be made, when appropriate, for improvement of the evaluatee's performance. Plans for improvement will include a statement as to how both the evaluator and the evaluatee will contribute to the process of improvement.

6 If an evaluatee receives an annual evaluation pursuant to this Article noting unsatisfactory performance in any standard summative evaluation area, an improvement plan will be developed and he/she shall be required to participate in a formalized improvement program. If such a requirement is imposed:

a. The evaluatee shall participate in the Peer Assistance Review (PAR) program and shall be assigned a Lead Consulting Teacher or Consulting Teacher by the PAR Panel;

b. The composition of the improvement plan shall be developed by the evaluator in consultation with the evaluatee, with the evaluator giving good faith consideration to suggestions proposed by the evaluatee;

c. The improvement plan shall be relevant to the causes of the unsatisfactory evaluation;

d. Release time shall be provided to the evaluatee without loss of pay when required by the nature of the program; and

e. Any fees or tuition charged for coursework required by the program shall be borne by the District unless such coursework can be utilized by the evaluatee for salary schedule advancement.

H. Evaluation Forms. The District retains the right to prepare, modify, and utilize evaluation forms and other forms relating to the evaluation and assessment of the job performance of each employee. Prior to the adoption of any forms relating to the evaluation procedure, the District shall afford the Association notice and opportunity to consult regarding the forms. Such forms shall be consistent with the provisions of this Article.

I. Personnel Files.

1. The District shall provide unit members with the following personnel file rights:

a. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the unit member involved.

b. Such material to be inspected is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

c. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at the time when such unit member is not actually required to render services to the District.

d. Information of a derogatory nature, except material mentioned in paragraph b, above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.

(1) Such material shall not be entered or filed unless it is based upon the personal knowledge and/or observation of the District administrator authorized to submit such material; or unless that person, following an impartial investigation, has reasonable cause to believe such material is true.

(2) The person(s) who draft and/or place such material in a unit member's file shall sign the material and signify the date on which such material was drafted and/or placed in the file. Such generation and placement shall occur in a timely fashion following the occurrence giving rise to the material.

(3) A unit member shall have the right to enter, and have attached to any such derogatory material, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from non-classroom duty for this purpose without salary reduction. However, if an emergency situation exists which makes it impractical for the unit member to review the material on non-classroom time, the unit member may be released from class duty for this purpose.

e. Whenever a unit member has the right to inspect a document or file as provided above, he/she may be accompanied by an Association representative if the unit member so desires. An Association representative shall be permitted to inspect the file in the absence of the unit member, upon written request of the unit member.

J. Third Party Complaints. In the event significant complaints or derogatory allegations which may adversely affect a unit member are made by a person other than a District administrator, the following procedures shall be followed:

1. The complaint or allegation shall be referred to the unit member's evaluator.

2. If the complaint or allegation may be used to adversely affect the unit member, the evaluator shall advise the unit member of the complaint or allegation within five (5) days, identifying the complainant.

3. Should the unit member or the evaluator believe the allegations in the complaint warrant a meeting, the evaluator shall attempt to arrange a meeting between the unit member and the complainant. An Association representative may be present at the meeting if the unit member so requests. If the complainant refuses to attend the meeting, the complaint shall not be utilized by the District in any evaluation or other adverse action against the unit member.

4. In the event the matter remains unresolved, whether or not a meeting is requested or held, the complainant will be asked to submit the complaint or allegation to the unit member, in writing and signed, with a copy to the evaluator. If this is not done, the matter will be dropped.

5. If a written complaint is received, the unit member shall be given a reasonable opportunity to review it and respond.

6. Complaints which are withdrawn or shown to be false shall neither be placed in the unit member's personnel file nor utilized in any evaluation or any adverse action by the District against the unit member.

K. Administrative Complaints.

1. In the event that a significant complaint which may adversely affect a unit member is made by a District administrator other than the unit member's evaluator, the administrator shall submit the complaint, in writing, to the unit member and his/her evaluator. The unit member may challenge the validity of the complaint by submitting, in writing, relevant information to his/her evaluator. If the evaluator deems that the complaint has merit, a conference shall be offered to the unit member, including the evaluator and the administrator registering the complaint, in an attempt to resolve the complaint. If the complaint has merit, and is not resolved through the conference, the evaluator shall proceed in accordance with this Article.

2. The above does not infringe upon an administrator's authority to direct an immediate response upon observing a situation involving an immediate threat to health and safety. Such incidents, however, shall be immediately referred to the unit member's evaluator as provided in Section K.1, above, for any further appropriate response.

L. Supervision of Aides. The performance of an aide assigned to work with a unit member shall be utilized in the evaluation of the unit member only if the unit member has authority to direct the aide's work with the unit member's students. When, in the judgment of a unit member, an aide's performance in the unit member's classroom is unsatisfactory, the unit member shall make a reasonable effort to help the aide improve.

If the aide does not improve within a reasonable period of time, the unit member shall inform his/her immediate administrator. The administrator shall arrange as soon as possible for a conference between himself/herself and the unit member to discuss the problems and alternative steps for its resolution. The unit member may be required to provide information about the aide's

performance and may recommend solutions. The administrator shall decide upon the course of action to be taken.

M. Additional Rights of Parties. While evaluation procedures may in many cases be related for disciplinary purposes to disciplinary and/or discharge proceedings, discipline and discharge procedures may in appropriate cases be undertaken independently of the evaluation and grievance procedures contained in the Agreement. This provision shall not, however, constitute a waiver of any rights a unit member may have to adequate notice of performance deficiencies and adequate opportunity to improve.

## Article X - PROGRESSIVE DISCIPLINE

A. Progressive Discipline. This Article establishes just cause, due process and progressive discipline for disciplinary actions affecting bargaining unit members. Unit members may ultimately be suspended for cause without pay for a maximum of fifteen (15) days in a 12-month period.

Any discipline administered under this Article shall take place within fifteen (15) days of when the administrator knew or should have known of the action or infraction giving cause for discipline. Prior to implementation of any written disciplinary action, the unit member shall be informed of his/her right to representation.

The District shall utilize the following progression in disciplinary actions:

1. Oral Warnings.

Oral warnings shall be given to unit members for actions or infractions that need remediation. A follow-up post conference summary document may be given.

2. Written Warnings.

Written warnings shall be given to unit members who have first received an oral warning within the preceding twelve (12) months for a similar but separate action or infraction. The written warning may provide directive and/or remedial procedures to be followed by the unit member. The warning shall be based on factual and reasonable evidence and/or data that, in the administrator's judgment, warrants corrective action. The unit member shall have a right to respond within ten (10) days and have the response attached to the written warning. The warning and attachment shall be kept in a site file.

3. Written Reprimands.

Written reprimands shall be given to unit members who have received at least one previous written warning for similar but separate actions or infractions within the preceding twelve (12) months. Written reprimands shall provide the date and a description of the incident. The reprimand shall also contain dates and copies of previous warnings. The reprimand shall be based on factual and reasonable evidence and/or data that, in the administrator's judgment, warrants corrective action. A copy of the reprimand shall be placed in the unit member's personnel file in accordance with Article IX, Section I. of this Agreement.

4. Unpaid Suspensions.

Unpaid suspensions may be given for a period not to exceed fifteen (15) days provided the unit member has first received a written reprimand about similar but separate actions or infractions within the preceding twelve (12) months. The discipline imposed shall be reasonably related to the seriousness of the misconduct and/or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the unit member. Unit members who are suspended shall not have their fringe benefits, seniority or other rights impacted.

B. Notice. Unit members shall receive a written notice from the Superintendent or designee stating the District's intent to suspend without pay. The notice shall include the following:

1. The cause on which the suspension is based.

2. The date on which the suspension shall take place.

3. The unit member's right to discuss the proposed suspension at a predisciplinary hearing with the Superintendent or his/her designee prior to the suspension taking place. The

predisciplinary hearing shall be informal and is intended to give the unit member an opportunity to present his/her perspective regarding the proposed suspension.

4. A proposed date, time and place for such a meeting.

The Association shall receive concurrent notification and a copy of the suspension notice served on any unit member.

C. Appeal.

1. The unit member will have five (5) days from the receipt of the notice to respond to the proposed suspension. The District shall schedule the suspension and provide notice thereof to the unit member if the unit member does not respond to the notice.

2. If the unit member chooses to respond to the notice, the response shall confirm the proposed date, time and place for the predisciplinary hearing, designate his or her representative, if any, propose other dates for such hearing, or waive such hearing. The predisciplinary hearing shall take place within ten (10) days from the date of receipt of the notice.

3. The Superintendent or designee shall inform the unit member of the decision to suspend or not to suspend within three (3) days from the date of the predisciplinary hearing. The unit member shall be given a notice of his/her right to appeal the decision to suspend to the Board of Education in a closed session meeting. The unit member shall be given the date, time, and place of the next Board of Education meeting. The unit member shall have five (5) days from the receipt of the notice to confirm his/her intention to meet with the Board of Education. The District shall schedule the suspension and provide notice thereof to the unit member if the unit member does not respond to the notice.

D. Discipline Without Progression.

1. Nothing in this Article shall prohibit the District from disciplining a unit member for just cause, up to and including suspension without pay for fifteen (15) days if the District determines that the severity or nature of the action or infraction is such that one or more of the steps is inappropriate or insufficient.

2. In the event that an administrator determines that it is necessary to bypass one or more of the steps as outlined in this Article, the administrator shall provide the unit member with a notice that included the following:

a. The date and description of the incident.

b. The intended disciplinary action.

c. The Unit member's right to respond in writing as outlined in this article.

d. The unit member's right to implement the Grievance procedure at Level II within (5) days of the notice.

e. A signature line for the unit member that only acknowledges receipt of the notice.

A copy of the signed notice shall be forwarded to the Association.

The imposition of any discipline pursuant to this Article shall be stayed pending adjudication of the appeal.

E. Arbitration. Should the grievance proceed to Level III the arbitrator shall be limited in scope to only determining whether the nature or severity of the action or infraction justifies the acceleration of the process as outlined in Section B.

F. Third Party Complaints. When an investigation into a unit member's action is the result of a third party complaint, the procedures as outlined in Article IX, Section J., shall be exhausted prior to any discipline being implemented as outlined in this Article.

G. Post Discipline. If, after having been disciplined, a unit member serves the District for twelve (12) months without the need for further disciplinary action, the Association and the unit member may request a follow-up notice to that effect which shall also be attached to any original notice that may have been placed in the unit member's file.

H. Application. This Article is not intended to apply to suspensions pursuant to Education Code Sections 44939, 44940 or 44942.

## Article XI - LEAVES OF ABSENCE

A. General Provisions and Definitions.

1. A leave of absence is an authorization for a unit member to be absent from duty for a specific period of time and for an approved purpose. Contract Temporary Teachers are not eligible for Elected Official Leave. Adult Education Personnel leave rights are covered in Article XV.

2. A leave protects the unit member by holding a place in the District until the leave expires (subject to statutory layoff procedures), with the right to return to the District in a position of the same status and rank at the conclusion of the leave.

a. A unit member whose leave of absence is of one year duration or less shall realize no special protection in his/her employment status, nor suffer any penalty, due to having taken the leave. He/she shall return to the assignment he/she held at the commencement of the leave unless he/she would have been reassigned or transferred had he/she been in active service. Any person filling the position of a unit member on such a leave shall do so only on a temporary basis, regardless of his/her employment status within the District. A non-temporary unit member voluntarily filling such a temporary vacancy shall relinquish his/her right to return to his/her former position.

b. When a unit member's leave of absence extends beyond a year, he/she shall be returned to his/her previous position if the District utilized a substitute or temporary contract person to fill the position, assuming it still exists and the unit member on leave would not otherwise have been transferred. A returning unit member whose previous position no longer exists or has been filled by another regular employee, and who is to be assigned to a different school or work site, shall be treated as "surplus" under the provisions of Article VIII, Part D.1.c, dealing with involuntary transfers, with placement priority being given only to the extent necessary to meet credential requirements.

3. A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

4. Leave benefits for part-time regular unit members shall be accrued, taken and paid in the same proportion that their regular salary bears to the salary they would receive if they were full-time.

5. "Members of the immediate family" shall be defined as the unit member's parent, spouse, domestic partner, children, brother, sister, grandparent, aunt, uncle, grandchild, son or daughter-in-law, niece or nephew, and any relative living in the unit member's immediate household; it shall also include the parent, grandparent, child, or grandchild of the spouse or domestic partner of the unit member.

6. It is agreed that a unit member who is absent from work without leave shall receive no pay, and shall be subject to discipline or termination subject to Education Code procedures.

7. Unless otherwise provided below, unit members absent from work on paid leave for less than a full day shall have their allowable or accrued leave charged on a pro rata basis (1/6 of a day per hour or fraction thereof for classroom teachers and others who have the same hours as classroom teachers; 1/8 of a day per hour or fraction thereof for Child Development Program personnel and Psychologists; hourly personnel charged hourly). Unit members absent

from work on unpaid leave for any portion of a day shall have their regularly daily rate of pay (See Article XVII, Part B) reduced on that same pro-rata basis.

8. Unless otherwise expressly provided herein, no unit member on an unpaid or unauthorized leave of absence shall be eligible for any paid leave of absence during the period of such unpaid or unauthorized leave.

9. Request for paid and unpaid leaves of absence shall be submitted to the District on the appropriate forms. Failure to submit a leave request in the manner required by the District may result in denial of the leave.

10. Unit members on approved paid leaves of absence will have the leave time count toward salary step advancement or accrual of other leave entitlements. Unit members on approved paid leaves of absence shall not be considered to have a break in service for purposes of participating in the fringe benefits provided in Article XVII. Unit members on approved unpaid leaves of absence shall not have the leave time count toward step advancement or accrual of other leave entitlements; their health and welfare benefits shall be as provided in Article XVII.

11. Return to Service After Long Term Leaves: Unit members who are on extended leave of definite duration, but whose leave expires during the school year must, in order to retain their right of return, notify the District of their intention to return, and must do so at least 45 calendar days prior to the expiration of the leave; those whose leave expires at the end of the school year must give such notice no later than March 1. The District shall give individual notice of this requirement at least 30 calendar days prior to the above-mentioned deadlines. Failure to provide notification of intent to return, or failure to return to service as scheduled, may be deemed an abandonment of employment. Requests to return to service prior to the scheduled expiration date of an approved long-term leave shall be granted only if the position from which leave was taken is being filled by a substitute who has no contractual right to continued employment. In addition, the District may in its discretion, permit such a unit member to fill some other open position on a regular basis as though he/she were “surplus” under the provisions of Article VIII, Part D, dealing with involuntary transfers.

12. Notice Requirements for Short Term Absence: A unit member shall notify his/her immediate administrator as soon as the necessity to be absent becomes known to the unit member. Unit members who do not know that they will need to be absent until after 3:00 p.m. of the work day preceding their absence shall notify the site administrator or designee prior to 6:00 a.m. on the day of the absence if possible, unless advised to do otherwise by their immediate administrator. A unit member desiring to return from absence shall notify the administrator or administrative designee of the location to which the unit member is assigned not later than one hour prior to the end of the unit member’s normal contact with students on the last work day of absence. If a unit member fails to notify his/her immediate administrator or administrative designee by the appropriate time of the work day preceding his/her return, the unit member’s substitute will be re-hired for another day of service. If a unit member shows for service without proper notification of his/her intention to return, the unit member may not be permitted to return to work that day and may be charged an additional day of leave. Upon return to active service, the unit member shall complete an Absence Affidavit and submit it to the immediate administrator.

B. Sick Leave – Paid.

1. Eligibility and Accumulation.

a. The purpose of sick leave utilization shall be for physical or mental disability absences which make continued employment impracticable, or for legally established quarantine.

b. Unit members who are employed full time for five days a week for a full school year of service shall be entitled to 10 days of leave of absence annually for illness or injury. (Twelve month Child Development Program teachers shall receive 12 days.) Unit members shall receive full pay for sick days thus allowed in any school year, and the number of days not used shall accumulate from year to year. Every unit member who works less than full time on a daily or annual basis shall be entitled to sick leave in the same ratio that his/her employment bears to full time employment. The District shall annually notify each unit member of the status of his/her sick leave accrual account.

c. To be eligible to use current and accumulated sick leave with pay, the unit member shall be scheduled for work on the days(s) of absence. Current and accumulated sick leave may be used during the regular school year or during service in summer school. Sick leave taken during summer school shall be paid at the summer school rate, and shall be charged against the unit member's accumulated sick leave on an hour-for-hour basis. Sick leave is not accrued during summer school.

d. Allowable sick leave credit for any one school year need not be accrued prior to being taken by the unit member during said year. Such leave may be taken at any time during the school year. A unit member who terminates employment prior to the end of the school year shall have the appropriate amount either deducted from his/her salary, or otherwise returned to the District, for any paid sick leave used prior to its accrual.

e. A unit member shall not be reimbursed for unused sick leave at the time of separation except as provided in the Education Code for purposes of retirement.

f. Sick leave shall only be transferable from one unit member's accumulated balance to that of another unit member under the Catastrophic Leave provisions of Section R of this Article.

g. A unit member may request an unpaid Health Leave of Absence either prior to or in contemplation of the expiration of available sick leave benefits. Eligibility for such leave shall be in accordance with the Health Leave provisions specified in Section H in this Article.

2. Compensation for Sick Leave. A unit member on sick leave shall be paid as follows:

a. First, full salary (or full hourly rate for adult school) for that period of his/her absence covered by his/her current and accumulated sick leave; and

b. Second, the difference in pay between full salary (or full hourly rate for adult school) and the day-to-day substitute rate for that position (but not less than fifty percent of the unit members daily rate) for any days remaining after current and accumulated sick leave have been expended, but before the five school months period defined below has elapsed. This shall be known as sick leave difference pay.

(1) The five school months period of sick leave difference pay shall begin immediately after the exhaustion of the current and accumulated sick leave.

(2) A unit member shall be paid sick leave difference pay for up to five school months for all absences during the school year necessitated by illness or injury after he/she has exhausted all current and accumulated sick leave. Unit members shall not be provided more than one five school month period per illness or injury. If a school year is terminated before the

five-school month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. The 100 working day period is renewed each school year, but unused days from one year shall not carry over into the next.

When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or injury for a period beyond the five school month period provided above, and the unit member is not medically able to resume the duties of his/her position, the unit member shall be placed on a reemployment list for a period of 24 months if the unit member is on probationary status, or for a period of 39 months, if the unit member is on permanent status. When the unit member is medically able, during the 24- or 39-month period, the unit member shall be returned to employment in a position for which he/she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period.

(3) Five school months shall be considered as 100 working days.

(4) Exhaustion of difference pay: Effective 2000-2001 school year, those employees currently receiving difference pay shall be allowed to complete their current allotment of 100 days.

(5) Once the 100 days are exhausted, employees will be eligible for 18 months of COBRA benefits at a rate reduced as follows:

Ten (10)% discount for 10 years through 14 years of service;
Twenty (20)% discount for 15 years through 19 years of service;
Thirty (30)% discount for 20 years through 24 years of service; and
Fifty (50)% discount for 25 years of service or more.

3. Verification of Illness Upon return from a sick leave or injury absence of three (3) days or more, a unit member may be required to supply such reasonable information as may be requested by the District including the anticipated length of absence, any restrictions, and their ability to work safely with fellow employees and students, but no unit member will be required to provide a statement of medical cause or other diagnosis information, unless it is a work related illness or injury. Failure to report work related injury or illnesses may result in the delay or denial of the claim.

C. Industrial Accident and Illness Leave – Paid.

1. Industrial accident and illness leave shall be granted to unit members in accordance with provisions of this procedure for injury or illness incurred within the course and scope of the unit member's assigned duties and which qualify for workers' compensation benefits.

2. A unit member who has sustained a job-related injury or illness shall report same to the immediate administrator as soon as possible and normally no later than the next scheduled work day following the occurrence.

3. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District-appointed physician to verify his/her condition and evaluate any claims.

4. A unit member shall be permitted to return to service after an industrial accident or illness leave only after presenting a release from a District-appointed physician (if requested by the District) and from the treating physician, certifying the unit member's ability to return to his/her regular duties.

5. Allowable leave shall be for not more than sixty (60) workdays during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year. The above sixty workday limitation may be expanded to ninety (90) workdays when the District determines that the injury was caused by an assault and battery.

6. Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day for each day of authorized absence regardless of a temporary disability indemnity award.

7. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorized travel outside the state.

8. During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in return, shall issue the unit member appropriate salary warrants for payment of full salary less normal deductions.

9. Upon conclusion of the industrial paid leave, the unit member may utilize any available sick leave benefits. However, any sick leave utilization, when combined with any temporary disability indemnity, shall not result in payment of more than full salary. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

D. Pregnancy Leave.

1. Unpaid Pregnancy Leave. Upon application of a pregnant unit member, an unpaid leave shall be granted in order to permit the unit member to prepare for maternity. The term of such leave shall be established in the reasonable discretion of the District so as to minimize disruption of the educational program. This leave may be combined with Child Care Leave as provided below.

2. Paid Pregnancy Leave. A unit member who remains on paid status up until the date of an actual disability resulting from pregnancy, childbirth or miscarriage, shall be permitted to utilize accumulated sick leave during her period of physical disability, provided the dates of disability are certified by her physician.

Use of sick leave for pregnancy-related disabilities shall be in accordance with the Sick Leave procedures of this Article.

E. Child Bonding Leave

Unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child any time within one year from the date of the child's birth or placement as provided by the California Family Rights Act (CFRA).

a. Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12-week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12-week period.

b. The unit member shall make every reasonable effort to provide the District at least thirty (30) days prior notice of intent to take child bonding leave.

c. The unit member shall not be provided more than one 12-workweek period for child bonding leave during any 12-month period.

d. The unit member and the District may mutually agree on the increments the leave may be taken.

F. Child Care Leave – Unpaid.

1. An unpaid child care leave of absence shall be granted to any unit member for the purpose of providing care to his/her child who is less than one year old, or who is more than one year old and has special medical problems requiring full-time care of the unit member, or who is newly adopted by the unit member. This leave may be scheduled following a pregnancy leave taken pursuant to Part D of this Article.

2. Child Care Leave may be extended for not more than two consecutive additional years.

3. It is the responsibility of the unit member to provide the immediate administrator with a written request for such leave at least 5 working days in advance of the intended last day of service of the District. The request shall indicate beginning and ending dates, and may, in the instance of an infant child, include a time span from the date of birth or adoption through the August 31st following the first birthday of the child. In the case of adoption the request shall be supported by appropriate evidence of adoption and the birth date of the child. The District shall in its reasonable discretion determine the term of this leave, so as to minimize disruption of the educational program.

G. Family Care and Medical Leave.

1. Statement of Policy. In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the District will provide family care and medical; leave for eligible employees, as defined.

2. Definitions.

a. "12-Month Period" – means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

b. "Child" – means a child under the age of eighteen (18) years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and included a biological, adopted, foster or step-child.

c. "Serious health condition" – means an illness, injury, or physical or mental condition that involves:

(1) Any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility;

(2) Any period of incapacity requiring absence from work of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;

(3) Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or

(4) Prenatal care by a health provider.

d. "Continuing treatments" means:

(1) Two (2) or more visits to a health care provider;

(2) Two (2) or more treatments by a health care practitioner (e.g. physical therapist) on referral from, or under the direction of a health care provider; or

(3) A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g. medication therapy).

3. Reasons for Leave. Leave is only permitted for the following reasons:

a. The birth of a child or to care for a newborn of an employee:

b. The placement of a child with an employee in connection with the adoption or foster care of a child;

c. Leave to care for a child, parent or a spouse who has a serious health condition; or

d. Leave because of serious health condition that makes the employee unable to perform the functions of his/her position.

4. Employees Eligible for Leave. An employee is eligible for leave if the employee has been employed for at least twelve (12) months immediately preceding the commencement of the leave.

5. Amount of Leave. Eligible employees are entitled to a total of twelve (12) work weeks of leave during any 12-month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

6. Employee Benefits While on Leave. Leave under this policy is unpaid. While on leave, employees will continue to be covered by the District's group health benefits to the same extent that coverage is provided while the employee is on the job. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave, or because of circumstances beyond the employee's control.

7. Other Paid Leaves. This unpaid leave shall be in addition to other paid leaves to which a unit member may be entitled.

8. Employee Notice of Leave. Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) calendar days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed.

H. Health Leave – Unpaid.

1. A unit member who has exhausted all sick leave benefits and is unable to return to service due to personal illness or injury shall be placed on an unpaid leave of absence for reasons of health for the balance of that school year. Such a leave may be extended, upon verification of continued disability, for up to a maximum of three school years including the year the leave commences. Normally the leave will expire concurrently with the end of a semester.

2. A unit member who is seeking an extension of a health leave shall submit a written request on the appropriate District form accompanied by a medical statement verifying the need for the leave. Said request shall include the desired beginning and ending dates of the leave. The request shall be submitted to the Personnel Office in sufficient time for consideration by the Superintendent and presentation to the Board of Education prior to the desired effective date of the leave.

3. A unit member shall not accept gainful employment while on a health leave of absence without prior written approval of the Superintendent. Such approval will only be denied for good cause.

4. Prior to returning to active duty, the unit member shall submit a medical statement indicating his/her ability to assume assigned duties.

I. Bereavement Leave – Paid.

1. A unit member shall be eligible for a paid temporary leave of absence for the death of any member of the immediate family, as defined in Part A, paragraph 5 of this Article. This leave will be for no longer than three (3) work days, except that if travel of more than three hundred (300) miles one way is required, five (5) work days will be authorized. Additional paid days of absence beyond those described herein may be charged to Personal Necessity Leave (see part K below). Except where the circumstances make it impossible to do so, a unit member desiring bereavement leave must submit a request on the appropriate District form no later than 12:00 noon of the day immediately preceding the date of the commencement of the leave. Use of this leave shall normally commence within seven (7) calendar days from the date of the death of the family member and days shall normally be taken consecutively, unless there are extenuating circumstances.

2. Upon return from Bereavement Leave, unit members shall complete a leave verification form provided by the District and shall provide such proof of eligibility for Bereavement Leave benefits as may be reasonably required by the District.

J. Paid Official Leave.

Unit members who serve in official municipal, county, State or Federal elected or appointed positions shall be entitled to a maximum of eight (8) days for paid official leave for duties and

functions related to his/her official position. Any paid days beyond eight shall be taken as personal necessity leave as outlined in this Article in Section K.1.h.

K. Personal Necessity Leave – Paid.

1. A unit member may elect to use unused sick leave for purposes of approved personal necessity leave. The number of days of personal necessity leave shall not exceed the number of full days of unused sick leave to which such member is entitled. Personal necessity leave shall be taken in increments of not less than one-half (1/2) day per absence.

Personal necessity leave may be utilized for the following reasons:

a. To participate in activities at your child's school or child care facility. Unit members requesting this leave must meet the eligibility requirements under the Family-School Partnership Act.

b. Bereavement Matters Not Covered by Bereavement Leave. Special problems of an emergency nature involved in a death, such as a funeral, settling an estate, very long distance travel, or similar situations requiring absence beyond the provisions of the Bereavement Leave allowance, or involving the death of a person beyond the coverage of the Bereavement Leave allowance;

c. Accident. An accident involving the unit member's person or property, or the person or property of the unit member's immediate family. Such accident must involve circumstances which cannot reasonably be disregarded and are of such severity that the unit member is required to attend to the problem during his/her assigned hour of service;

d. Illness of a Member of the Immediate Family. An illness of a member of the immediate family (including childbirth) which is of such a nature that the absence of the unit member is required during his/her work day;

e. Imminent Danger to Home of a Unit Member.
Imminent danger to the home of a unit member, occasioned by circumstances such as flood or fire which cannot reasonably be disregarded and are of such severity that the unit member is required to attend to the problem during his/her assigned hours of service;

f. Appearance in Court. Appearance in court or agency as a litigant or witness under official order, provided that each date of necessary attendance under such order shall be certified by the clerk or other authorized officer of a court or other governmental jurisdiction. Unless the District has hired a substitute for that day, the unit member must return to work in cases where it is not necessary to be absent the entire day;

g. Religious Observances. Participation in religious observances when the unit member conscientiously believes that participation in such observances is necessary and requires absence from duty; and

h. Official Leave. Official leave is for unit members who serve in official municipal, county, State or Federal elected or appointed positions.

i. Other Emergencies. A matter of a compelling emergency nature which is not covered by one of the above reasons and which cannot be reasonably disregarded, and is of such severity that the unit member is required to attend to it during assigned hours of service. The District shall provide unit members with three unchallenged uses of "Other Emergencies"

leave. The use of two days shall not precede or follow a holiday. Unit members shall, whenever possible, give 24 hours notice of such emergency. A unit member may not use personal necessity leave for "other emergencies" if his/her personal necessity leave utilization for the current year already equals or exceeds seven (7) days.

2. Procedures. The unit member shall submit a request for personal necessity leave on a District-approved form to the immediate administrator not less than three (3) work days prior to the beginning date of the leave except where extenuating circumstances make such notice impossible. When prior approval is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate administrator of the expected duration of the absence as soon as possible.

The District reserves the right to review each request for personal necessity leave and to verify such request by any appropriate means. The immediate administrator is responsible for granting or denying the request.

L. Peace Corps Leave – Unpaid. An unpaid leave of absence for a period not to exceed two years may, in the sole discretion of the District and without creating precedent, be granted to permit a unit member in permanent status to serve in the Peace Corps. The District may require verification of such service prior to the unit member's return to paid status. Failure to provide such verification may result in denial of any right of re-employment to which the unit member might otherwise have been entitled under this Section.

M. Military Leave. Every unit member employed by the District in a probationary or permanent position who is required to enter the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service shall be granted a Military Leave of Absence in accordance with Section 44800 of the Education Code.

N. Graduate Study Leave – Unpaid.

1. A Graduate Study Leave is a non-paid leave of absence which may be granted, at the sole discretion of the District and without creating precedent, to a unit member in permanent status to pursue a program of full time graduate study in residence at an accredited institution of higher learning. Graduate Study Leave may be granted for a minimum of one semester or a maximum of two semesters.

2. The unit member shall present his/her plan of study with the request for leave on the appropriate District forms and shall submit an official transcript of studies completed prior to return from leave.

O. Association Leave – Paid.

1. Association Leave is paid leave of absence which may be granted to unit members for lawful Association business. A request for Association Leave shall be accompanied by a signed authorization from the President of the Association and shall be submitted to the Superintendent for his/her approval at least one full working day prior to the requested date of leave. Such request may be denied if in the opinion of the Superintendent the needs of the educational program so require or no qualified substitute is available.

2. The total cumulative number of work days of paid Association leave granted to the unit members as a group in any fiscal year shall not exceed thirty five (35). Such leave shall be taken in increments of not less than one-half (1/2) day per absence and shall not accumulate from

year to year. An additional thirty (30) work days of such leave may be granted by the District, with the Association to bear the cost of substitutes.

3. The Association may elect to provide release time for the Association President for up to one school year in lieu of the 35 days provided in O.2. If the Association elects to provide presidential release time, it shall notify the Superintendent 45 days prior to the first day the president was to report to duty. The Association shall bear the total cost of salary and benefits less the 35 days provided in O.2. The implementation of this leave shall be cost neutral to the District.

If the presidential release time is less than a full school year, the District and Association shall mutually agree on how the release time will be scheduled and on how the remainder of the president's assignment will be filled. Unit members with request for medical accommodation shall be given first consideration for filling the remainder of the president's assignment.

P. Court Leave. Unit members subpoenaed to appear in court during school hours in a matter relating to their positions within the District other than as litigants or in positions adverse to the District shall be granted a paid Leave of Absence. In any case in which a witness fee is payable, such fee shall be collected by the unit member and remitted to the District business office. The unit member must return to work when released from the court.

Q. Personal Leave.

1. A unit member may, in the sole discretion of the District, and without creating precedent, be granted an unpaid leave of absence for up to one school year, for reasons satisfactory to the District and not enumerated elsewhere in this Article. Said leave may be extended for a maximum of two (2) consecutive additional years.

2. A unit member seeking an approved personal leave of absence shall submit a written request which includes the reason(s), any supporting information relating thereto, and the requested duration of the leave.

3. Personal leaves of absence will not normally be granted for the purpose of accepting other employment.

R. Catastrophic Leave

1. A unit member who is suffering from a catastrophic illness or injury may request donations of accrued sick leave credits under the catastrophic leave program.

2. "Catastrophic illness" or "injury" means a physical illness or injury that is expected to incapacitate the unit member for an extended period of time and creates a financial hardship for the unit member because he/she has exhausted all of his/her fully paid sick leave.

3. In order to be eligible for the catastrophic leave program, the unit member must have exhausted all current and accumulated fully paid sick leave entitlement; however, they may apply for the leave prior to exhausting fully paid leave. The unit member will be eligible for catastrophic leave prior to taking extended illness leave.

4. A unit member requesting donated sick days from the catastrophic leave program must complete the Request for Use of Catastrophic Leave Program form, and submit the form to the Association. The Association shall forward a copy of the request to the payroll department to verify the unit member's sick leave balance and eligibility.

5. The Association shall convene a Committee within ten (10) working days of the receipt of the unit member's request to use the catastrophic leave program. The Committee shall determine the eligibility of the unit member requesting sick days from the program and may request additional evidence to support the unit member's request. The decision of the Committee shall be provided, in writing, to the unit member and the Human Resources Division within five (5) working days of the date the Committee convened and finalized its determination for eligibility. The decision of the Committee shall be final and binding and not subject to the grievance procedure contained in this Agreement.

6. It is not the intent of the catastrophic leave program to compensate for routine maternity and/or childcare leave unless it meets the definition of catastrophic illness or injury; and/or for lingering health problems that are not considered life threatening and/or regular periodic illness.

7. Any permanent unit member who has an equivalent of ten (10) days of earned sick leave may contribute a minimum of one (1) full day in one-day increments, up to a maximum of three (3) full days of their personal sick leave per fiscal year by notifying the Association on Request for Use of Catastrophic Leave Program form.

8. Donated sick leave days shall be logged in time-stamped under the donor's name and deducted from each donor's accrued sick leave. Deducted sick leave days shall not be retrievable by the donating unit member. Unused sick leave days will remain in the catastrophically ill unit member's sick leave account.

9. The Association indemnifies and holds harmless the District, the Board of Education and each member of the management team against any and all claims, demands, law suits or any other action, except for legal actions that are filed for District technical or clerical errors, arising from or in connection with an allegation that the Association and/or the District has misapplied the Catastrophic Leave Program.

## Article XII - Class Size

A. Regular Program: The District shall utilize the following classroom teacher-pupil staffing ratios and class size maximums to determine the number of regular staff to be assigned to each school site. The term "teacher" as used herein is intended to cover regular classroom teachers, and does not include instructional aides, management personnel (except Child Development Programs Head Teachers), psychologists, librarians, elementary music teachers, reading specialists, teachers on special assignment, or the like.

1. Grades TK through 3:

The District shall maintain an average class size of not more than twenty-four (24) students at each school site across K-3. Maximum class sizes shall not exceed twenty-six (26) students.

Transitional Kindergarten classes shall adhere to all state guidelines for class size.

2. Grades 4 through 6: 1 teacher per 32 students on a District-wide basis, maximum class size of 34 students.

3. Grades 7-11 (Classes that are not Large Group): 1 teacher per 26.67 students

4. Grade 12 (Classes that are not Large Group): 1 teacher per 32 students

An individual secondary teacher's class size average shall not exceed thirty-five (35), excluding such traditional large-group classes as physical education, band, etc. Maximum class sizes shall not exceed forty (40) students, except for physical education and other traditional large-group classes, which shall not exceed fifty-five (55) students without the permission of the teacher. The District shall make a good faith effort to remove any students in excess of thirty-five (35) from classes not designated as "large-group".

5. Grades 7-12 (Large Group Classes):

Maximum class sizes for large-group classes like physical education, band, choir, athletics, ASB, Link Crew, et cetera shall not exceed fifty-five (55) students without the permission of the teacher.

6. Class Size Compliance:

Elementary class sizes shall be adjusted to meet specified limits within fifteen (15) school days after the start of the first trimester and within ten (10) school days for subsequent adjustments. For secondary classes, actual class sizes shall be adjusted within fifteen (15) school days following the beginning of the first semester and within ten (10) school days following the start of the second semester.

7. Continuation School: No teacher shall exceed the maximum of twenty-five (25) students per class.

8. Early Childhood Education Programs: Class sizes shall follow all applicable state and/or federal requirements.

B. Special Education Programs:

1. Resource Specialists, including Inclusion Staff, shall be provided on the basis of one (1) Resource Specialist per twenty-four (24) identified students, except at the secondary level, the maximum may be exceeded if the unit members involved agree. No Resource Specialist/Inclusion staff shall be assigned more than twenty-eight (28) students.

2. Special Day Classes:

i) Mild/Moderate: No teacher shall exceed the maximum caseload of twelve (12) students and class size of fifteen (15) students. The maximum class size may be exceeded if the unit member agrees.

ii) Moderate/Severe: No teacher shall exceed the maximum caseload of ten (10) students and class size of thirteen (13) students.

iii) Preschool shall be provided on the basis of one (1) teacher per ten (10) identified students across all sessions, and have a maximum class size of thirteen (13) students. Preschool teachers may have a maximum of seven (7) hours of direct student instruction during the day.

3. Adapted Physical Education Specialists: Each teacher shall support up to sixty (60) students.

4. Speech and Language Specialists: In accordance with state law, as amended or revised, the average caseload shall not exceed fifty-five (55) identified students. The maximum caseload for speech and language specialists providing services to students between the ages of three and five years, inclusive, shall not exceed forty (40) students as per Education Code 56441.7.

## Article XIII – SPECIAL EDUCATION

This article does not limit unit members from coverage under other Articles of this agreement. This Article is in addition to such coverage. All provisions of this Article reflect and shall comply with State and Federal Laws.

A. Standing Committee

Individuals with Exceptional Needs (IWENS) should be educated in the most appropriate placement, based on their Individual Educational Program (IEP). A continuum of placements is available to meet the needs of these individuals for Special Education and/or related services, including regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions. To effectively and collaboratively deal with the issues that arise in the delivery of special education services in these placements, the District and BTA will form a standing committee consisting of eight (8) members, four (4) appointed by the District and four (4) appointed by BTA. The committee will meet during the work day no less than three (3) times a year on Wednesday afternoons. BTA members on the committee will be provided substitute coverage to attend the meetings. The committee will review and discuss District-wide Special Education concerns.

BTA members on the committee will be provided half-day substitute coverage to attend the meetings. If the meeting agenda or committee responsibilities require additional time, full-day substitute coverage may be provided at the discretion of the District.

B. Preparation Time

Special education teachers at the elementary level shall be given three (3) days for planning, preparing and developing IEP's. Due to the availability of substitutes, unit members require the consent of the Principal one (1) week in advance of the request. The consent of the Principal shall be required when requesting a Monday or Friday for preparation time. Dates are subject to change based on substitute availability. Preparation time must occur at the school site.

C. Appropriate Inclusion

In order for the inclusion of a special education student to have the best chance for success, the general education teacher shall have appropriate time to give input and prepare for the student's arrival. In order for this to occur, the following procedures shall be implemented:

1. Prior to assigning an included student, a volunteer will be sought at the site. If no teacher volunteers, the decision will be made collaboratively by a District level Special Education administrator, the inclusion specialist and site principal.

2. The general education teacher will participate in the arrival meeting. The arrival meeting must occur before the student attends the class.

3. Additional money, as appropriate, will be provided for special materials and equipment to meet the needs of the student as stated in the student's IEP.

4. Release time shall be provided, as determined by the principal, for planning with support personnel.

5. Training shall be provided to the general education teacher.

6. The physical dimensions and capabilities of a classroom shall be considered in cases where there is an extraordinary demand on physical space, i.e., wheelchair, large print or Braille material, etc.

7. Whenever possible, classes with an included student shall be the last class at that grade level to reach maximum enrollment unless a new student's language needs dictate otherwise.

8. When the student is to go to another classroom the following year, a meeting will be held with the current teacher, the new teacher and support staff prior to the end of the current school year.

9. A special education teacher will be available as a resource to the general education teacher to assist with activities such as planning and modification of the curriculum and materials.

D. Co-Teaching

The District shall create co-taught classes at the secondary level with a maximum of one-third (1/3) of the students receiving Specialized Academic Instruction (SAI) services in a co-taught class as designated in their IEPs. The maximum ratio may be exceeded by no more than two (2) additional students receiving Specialized Academic Instruction (SAI) services in a co-taught class as designated in their IEPs. If more than two additional students are to be added due to extenuating circumstances, the principal or designee, after consultation with department heads, must provide written justification, outlining the reasons for exceeding the cap and the steps taken to mitigate the impact on the classroom environment. If BTA does not agree with the principal's decision, it may appeal to the Superintendent or designee, whose decision shall be final.

E. Itinerant RSP Teachers

An itinerant RSP teacher shall only have students assigned to their caseload from two (2) school sites.

F. IEP Meetings for Individuals with Exceptional Needs

With respect to the various meetings required by the federal/state regulations governing individualized education programs for children with special needs, the following shall apply:

1. The District shall make a good faith effort to schedule such meetings during

daily work hours rather than at night, however, no such meeting shall commence before 7:00 a.m. or after 4:30 p.m.

2. Any unit member required to attend such a meeting outside of his/her normal work day shall be paid at the extra period assignment rate for all time spent beyond his/her normal work day.

G. Fair Hearings

When a unit member is required to participate in a fair hearing or other due process procedure, the District shall provide the unit member with release time without loss of compensation. If the fair hearing is held after normal hours of employment, unit members shall receive compensation as outlined in Section F.2. above.

Counsel retained to represent the District in any such hearing shall consult with the unit member regarding preparation for the hearing.

## Article XIV – SAFETY CONDITIONS

A. The District shall be responsible for providing safe working conditions for unit members and students and for prescribing appropriate safety standards.

B. Unit members shall be responsible for complying with District safety standards, including accident and safety reports, and for practicing basic safety measures. Unit members shall report to their immediate administrator in writing suspected unsafe conditions. There shall be no reprisal against a unit member for reporting an alleged unsafe condition.

C. The District shall investigate all reports of suspected unsafe conditions, and shall take necessary steps to correct conditions which it identifies as being unsafe. The District shall promptly reply in writing to the unit member the results of the investigation, including the nature and timing of any corrective action to be taken, within 5 school days, unless additional time is necessary to complete the investigation.

D. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of bodily harm to the unit member or students, provided that he/she has exhausted all reasonable means within his/her discretion to remedy the condition.

E. In accordance with California Education Code 44014, as amended or revised, whenever a unit member is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the member, and the duty of the administrator under whose direction or supervision the unit member is employed who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities. No administrator or district employee shall interfere with or inhibit the making of such a report, and no sanctions shall be imposed against any employee for fulfilling this legal duty.

The administrator shall investigate all such incidents above, take disciplinary action when appropriate, and notify the unit member of the outcome or status of the investigation within 5 school days.

F. Per Education Code Section 48910, as amended or revised, a unit member may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. A unit member shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular

classes scheduled at the same time as the class from which the pupil was suspended. A unit member may also refer a pupil, for any of the acts enumerated in Education Code Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

G. Reasonable physical force may be used by a unit member to protect himself/herself or another employee or a student from possible injury.

H. Upon request, the District shall consult with the Association regarding student disciplinary policies, objectives and procedures, including local site implementation. Also the site administrator shall, upon request, consult with Association representatives and with their faculties about such matters.

I. When, in the judgment of a unit member, a student requires the attention of the principal, assistant principal, counselor, psychologist, physician, or other specialist, the unit member shall so inform his/her principal or assistant principal. The principal or assistant principal shall arrange as soon as possible for a conference between himself/herself and the unit member to discuss the problem and to decide upon appropriate steps for its resolution.

J. The District shall maintain for unit members a liability insurance policy providing coverage against personal liability for damage resulting in the death or injury of a person which occurs while the unit member is acting within the scope of his/her employment. As used in this paragraph, "within the scope of his/her employment" shall include any District sponsored activity to which the unit member has been assigned, such as a field trip.

K. Except for minor first aid situations, no unit member, other than appropriately qualified school nurses, shall be required to dispense, administer or supervise the taking of medication by students, or to perform medical procedures for students.

## Article XV - ADULT EDUCATION PERSONNEL

A. Coverage

This article is intended to cover only those Adult Education personnel who are regularly employed by the District for at least twenty (20) class hours per week, and who are not otherwise under regular contract to the District. Unit members serving at least twenty (20) hours per week for two (2) consecutive adult school calendar years are assigned sufficient hours to qualify their service toward permanency in the Adult program and to qualify for full coverage under the District's health plans.

B. Applicable Articles of the Agreement.

1. This Agreement shall generally apply to the above described unit members assigned to Adult Education, except that the following Articles are not applicable: Article VII (Hours of Employment); Article VIII (Transfers); Article XII (Class Size); the salary provisions of Article XVII (Salaries and Benefits); and the Early Retirement provisions of Article XIX (Early/Reduced Services Programs).

2. With respect to Leaves of Absence (Article XI), Adult Education unit members shall qualify for all leaves which are mandatory upon the District. Unit members employed in Adult School shall accumulate a number of hours of sick leave per semester equal to that unit member's weekly hours of service. For example, a unit member working thirty hours per week for one semester in Adult School would accumulate thirty hours sick leave for that semester.

3. Permissive leave of absence normally will not be granted to Adult Education personnel due to the nature of the program in which they serve, but the District may if it desires grant any such leave.

C. Salary.

1. Each Adult Education unit member shall be paid his/her hourly rate for the duration of his/her on-site obligation, excluding lunch.

2. Beginning in 1995-96, any Adult Education unit member who has been employed by the District more than fifteen (15) years shall receive an additional hourly amount equal to the amount of a Career Step on the Teachers Annual Salary Schedule multiplied by .000745 (For example, if the Career Step on the Teachers Salary Schedule equaled $888, the additional amount would be $888 times .000745 = $0.66).

3. Any required staff meetings, seminars or in-service activities shall be paid at the same hourly rate. Time spent on other work activities such as class preparation, evaluation conferences, individual meetings with administrators or students, correcting papers and similar activities will not be paid because they are deemed covered by the basic hourly class rate.

D. Openings & Notice of Assignment. It is acknowledged that the Adult School programs are based on the current needs of the learning community and their desire to participate in Adult School offerings. It is also understood that new program development and the expansion and reduction of current programs are largely determined and influenced by the voluntary attendance of students.

1. Program Expansion. Any adult school unit member who wishes to increase

his/her number of teaching hours shall file a letter of interest with the Adult School Principal, indicating his/her credential and subject area of interest. When a vacancy occurs within an area of the applicant's expressed interest, the unit member will be notified of the vacancy and, upon request, be scheduled for an interview with the appropriate administrator, who shall consider his/her application in good faith. When hiring teachers for the expansion of Adult programs, priority for offering additional assignments and hours will be given to permanent Adult School teachers.

2. Program Reduction. No permanent Adult School teacher shall be laid off nor shall he/she have his/her tenured hours reduced while any probationary Adult School teacher, hourly Adult School teacher, or contracted K-12 teacher is retained to render services which a permanent teacher is certificated/permitted and competent to teach.

3. Notice Of Assignment. Adult school unit members shall be given notice by their immediate supervisors of tentative class assignments for the first semester prior to the close of school in June, and for the second semester by January 10. During the summer months adult school teachers will be promptly notified of any change in their tentative assignments, by mail to the unit member's last known address.

E. Adult School Holidays. Each Adult Education teacher employed for at least twenty (20) hours per week working a twelve month assignment shall be granted twelve (12) paid holidays. Ten-month Adult Education teachers (working fall and spring semesters only) working at least twenty (20) hours per week shall be granted ten (10) paid holidays. These holidays shall be identified on the Adult School calendar.

A unit member paid for the above holidays shall be paid the regular hourly rate for the average number of hours he/she works per day, based upon his/her normal weekly assignment and the number of days per week normally worked.

## Article XVI - CHILD DEVELOPMENT PROGRAMS

A. Coverage

This article is intended to cover unit members employed in the State Preschool.

B. Salary

1. Unit members in the Child Development Programs shall be paid in accordance with their individual placement on the monthly Child Development Program Teachers' Salary Schedule (Appendix C).

a. Full time teachers with reduced hours due to working split shifts shall be paid the full appropriate rate.

2. Overtime. Unit members in these programs who are required to work beyond the end of their normal assignment shall be paid their regular hourly rate for the additional time. If the additional time extends their work day beyond eight (8) hours, unit members will be paid at 1 ½ times their hourly rate for the time over eight (8) hours, or receive compensatory time off at the rate of 1 ½ times the amount of time worked over eight hours at the discretion of the unit member. Time for overtime pay shall be accumulated in 1.4 hour increments.

3. Other Compensation (to be paid at the individual's hourly rate).

a. Staff meetings outside regular duty time.

b. Time beyond regular hours for walking students to and from elementary school at a different site.

4. When a unit member working a split shift is absent for less than a full day, the portion of the day of absence charged shall be equal to the fraction determined by dividing the number of scheduled work hours not worked by the total scheduled work hours. (For example, if a full time CDC split shift teacher misses 3 hours, he/she would be charged with 3/7 of a day of absence. If the work is being reported on the basis of an 8-hour day, the absence would be charged for 3/7 x 8 hrs. = 3.43 hrs. = 3.5 hrs. rounded to the nearest ¼ hour.

C. Miscellaneous.

1. Unit members not scheduled to work who are interested in substituting shall so indicate to the program supervisor, who shall attempt to utilize them prior to using other substitutes.

2. There shall be no meetings of Child Development Programs teachers required on Saturdays or Sundays, unless the unit members involved are compensated at the rate shown for such meetings in Appendix F.

3. Effective 2001-2002, unit members shall maintain current CPR and First Aid certification. The District shall provide opportunities for certification to be done at no cost to unit members. Unit members who do not take advantage of certification opportunities provided by the District shall be responsible for maintaining certification at their own expense.

## Article XVII - SALARIES AND BENEFITS

A. Salary Rules.

1. General Rules.

a. Unit members who serve less than the required annual number of working days for regular full-time unit members in their classification shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification.

Notwithstanding the above, unit members who serve for one full school semester shall receive not less than one-half (1/2) of the annual salary applicable to their current placements on the salary schedule.

b. Salary warrants paid pursuant to Appendices A, B, C, and D shall continue to be issued on or about the first working day of each month, with appropriate deductions.

c. Mandatory deductions from gross earnings are those required by law and include at least Federal and State Income Tax and State Teachers Retirement System.

d. Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings. Such deductions are made for items and services that are, from time to time, made available to unit members by Board action. Optional deductions must be initiated in writing by the unit member. This authorization shall remain in effect continuously until the District receives from the unit member written notice withdrawing the authorization for the deduction, or until the District policy authorizing such deduction is repealed.

e. Some of the provisions herein may represent changes from previous salary rules. It is the intention of the parties that such changes operate prospectively from the effective date of the contract only, and that any salary settings or credits which were properly received prior to said date should not be disturbed.

2. Initial Placement on Schedules.

a. Unit members shall receive credit for teaching experience outside of the District at a rate of one vertical increment (step) for one year of comparable public school teaching experience. A year shall be defined in Section 3.a. below. Only those years of outside experience which were submitted by the unit member at the time he/she was initially hired by the District shall be counted for this purpose. Private school experience for step increment on the salary schedule will be accepted, provided the private school is State accredited, and the educational program is equivalent to that which is carried out in public schools. In addition, Child Development Program teachers may receive credit for previous teaching in comparable children's centers or nursery school programs. Unit members who move from the District's Child Development or Adult Education program to regular K-12 program shall be placed at the step which results in no loss of annual salary.

b. Unit members who worked for the District on a contract temporary basis for at least four (4) full months of the immediately preceding school year shall, as of July 1 of the next school year, advance one vertical annual step on the next salary schedule, except those whose placement is at the maximum annual step for their class. Employment in substitute status shall not be used in computing years of service for salary placement or advancement.

c. All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit member. All transcript verifications must be received within 30 days of the signing of the unit member's initial contract. Failure to do so may result in District withholding salary warrants until such documents are received. The District shall provide to each unit member a written evaluation of course units used in the evaluation for initial placement on salary schedules at the time of initial placement. The original of said evaluation shall be placed in the unit member's personnel file and a copy provided to the unit member.

d. Units earned prior to the Bachelor's Degree shall not be considered for salary placement on the Monthly Salary Schedule for Teachers, the Monthly Salary Schedule for School Psychologists, nor on Classes VI and VII of the Monthly Salary Scheduled for Child Development Programs Teachers, unless the person was deemed in graduate status by the university at the time the units were earned.

e. The accreditation status of a college, university, or private school at the time of the unit member's enrollment shall prevail. Previous or subsequent accreditation shall not be considered.

f. Unit members who resign from the District, and are subsequently re-employed, shall be restored to the schedule status they held at the time of resignation.

g. Additional rules covering initial placement are set forth at section 4 below, entitled "Horizontal Movement".

3. Vertical Movement and District Service Career Incentives.

a. All unit members who worked for the District on a contract basis for at least four (4) full school months of any regularly assigned school year shall, as of July 1 of the next school year, advance one vertical step on the salary schedule, except those whose placement is at the maximum annual step for their class. Unit members shall be placed on the maximum allowable step of their earned class based upon years of accredited service.

b. To qualify for placement on Steps 16-20, 21-25 and 26+ of Classes IV-VI of the Salary Schedule for Teachers, all Classes of the Salary Schedule for School Psychologists and the Child Development Program Teachers' Salary Schedule, the unit member must have attained the following minimum full-time-equivalent years of accredited service:

| Step | Minimum Service |
|---|---|
| 16-20 | 14.75 FTE Years |
| 21-25 | 19.75 FTE Years |
| 26+ | 24.75 FTE Years |

"Accredited Service" is defined as years of service actually granted for salary purposes at the time of initial placement, plus years of service in the District calculated in full-time-equivalents. For this purpose one full-time-equivalent year of service shall be equivalent to ten (10) school months of full time service.

For example, a unit member who serves six school months on a half-time basis would be accredited with .30 full-time-equivalent years towards the minimum requirement (.60 x .50 = .30). Placement on these steps shall be effective the July 1 following the accumulation of the minimum full-time-equivalent years of accredited service, and shall be contingent upon completion of any horizontal unit requirements of the Class in which the placement is made.

c. Child Development Programs teachers, who have not taken at least 16 semester units in Child Development college level courses, are required to complete at least 4 such units within each two-year period in order to advance vertically in the salary schedule.

d. District Service Career Incentives.

To qualify for the District Career Incentive, teachers and school psychologists must have attained the following minimum years of accredited service in the Bellflower Unified School District:

| Career Incentive | Minimum Service | Amount |
|---|---|---|
| A (16-20 years) | 14.75 Years | $2296 |
| B (21-25 years) | 19.75 Years | $4017 |
| C (26+ years) | 24.75 Years | $5740 |

"District Service" is defined as years of service in the District calculated on a year-for-year basis. For this purpose one year of service shall be equivalent to ten (10) school months of service.

Placement on these steps shall be effective the July 1 following the accumulation of the minimum years of District service, and shall be contingent upon completion of any horizontal unit requirements of the Class in which the placement is made.

4. Horizontal Movement.

a. Except as provided in paragraphs e and f of this Part, course credit and credit for degrees for initial placement and movement shall be given only for approved upper division or graduate course study work and degrees taken in graduate schools which were accredited by a regional accrediting commission comparable in status to the Western Association of Schools & Colleges at the time courses were taken and degrees granted. The term "units" on all salary schedules refers to semester units. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.

b. Course credit for salary advancement purposes shall be given only for subject matter courses which are directly related to the unit member's current or anticipated assignment. Also, credit normally will not be given for course work which is primarily oriented toward eventual non-District employment. The burden shall rest upon the unit member to seek advance District approval with respect to courses which appear to be questionable under the above criteria.

c. Course credit for salary schedule placement at the time of initial employment shall be verified by official transcripts provided by the unit member to the District at the time of employment. Course credit for salary advancement shall be verified either by official transcripts or by official grade cards bearing the seal of the college or university. Requests for reclassification from one class column to another shall be filed with the Personnel Division on the appropriate District form accompanied by proof of completion of the units necessary for the change. Completed requests received after the tenth of the month shall be effective the first of the next month.

d. The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for advancement.

e. Audit courses will not be accepted as training credits valid for salary schedule placement or advancement. Credit will not be accepted for course work taken in the armed services, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts. Course credit will not normally be given for travel courses, but in exceptional circumstances where the course appears to be of particular academic quality and value to both the unit member and the District, approval may be granted.

f. If a unit member believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate level course, he/she may petition the District for a waiver. Such waiver, if granted in the discretion of the District, would allow the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in such lower division courses for salary advancement credit, the unit member must make formal application to the District and receive written approval in the form of the aforementioned waiver.

g. For Child Development Programs Teachers, upper division units taken in undergraduate status may be applied for placement on and horizontal movement to class columns I – V of the Monthly Salary Schedules for Child Development Programs Teachers and Head Start Teachers (Appendix C). Units applied for placement and movement to class Columns VI and VII must conform to the regular "graduate status" requirements set forth above.

h. The doctorate requirement on any of the salary schedules is to be satisfied only by an earned Ph.D. or Ed.D. degree, and only for which course work was completed in residence. The doctorate stipend on any of the salary schedules shall be as noted on the schedule.

B. Extra Pay Assignments.

1. Extra pay assignments and their compensation rates are attached hereto as Appendices E and F.

2. Qualified unit members shall be given priority over non-unit members for employment in extra pay assignments.

3. During the month of May of each school year the District shall solicit from any unit member applications for anticipated extra pay assignments for the coming school year. The names of those not immediately selected shall be maintained on a list for consideration for any unanticipated vacancies which occur during the next year. Applications must be filed annually to maintain one's name on the list. A unit member may have his/her name added to the list at any time by so requesting in writing to the Director of Personnel.

4. Compensation paid to unit members for extra pay assignments shall not be exceeded by that paid to non-unit members for comparable assignments.

5. Payment of coaching stipends shall be in two parts; one-half at the commencement of competition, one-half at the end of the season. Payment for other extra pay assignments shall be made at the end of the assignment, except for year-long assignments for which one-half of the stipend shall be paid at the end of each semester.

6. Athletic stipends will be paid if a team is fielded. Unused stipends may not be switched to different sports.

7. Coaches shall receive an additional one-tenth (1/10) of their regular stipend for each week their teams participate in CIF playoffs.

8. All extra duty pay paid out of restricted District funds shall be paid at the hourly rate prescribed in Appendix F, for a predetermined number of hours worked.

9. In addition to the stipends enumerated in Appendix E, the principal at each secondary school may authorize payment of an additional 1.5 “non-coaching” stipend to more than one unit member serving as advisors for an interdisciplinary school production incorporating significant vocal and/or instrumental music and drama. The teachers with primary teaching responsibilities in these disciplines shall be given first opportunity to participate in such a production.

10. Beginning in 2015-2016, attendance at District workshops will be compensated at the District’s certificated extra hourly rate.

C. Health Plans. The District will provide the following medical, dental and vision benefits for all eligible unit members and their dependents:

1. Medical:
   a. CalPERS

2. Dental:
   a. District’s partially self-funded plan administered by Delta Dental ($2,000 ceiling); or

   b. DeltaCare PMI--HMO Plan.

3. Vision: Vision care will be provided by Vision Service Plan (VSP).

Each unit member who desires to have such a contribution made on his/her behalf shall designate one of the above plans during an open enrollment period to be specified by the District.

The above contributions are applicable to all unit members whose pay basis indicates an assignment of at least 50% of a full-time assignment or who are Adult Education program employees working 20 hours per week or more.

Eligibility for insurance benefits shall commence upon the first day of paid service for eligible unit members. Actual coverage shall begin within 72 hours of the District’s receipt of completed enrollment materials, if subsequent to the actual first day of paid service. Unit members who terminate their employment prior to the conclusion of their annual assignment, shall be covered through the last day of the month in which the termination occurs.

Those unit members who go onto an unauthorized unpaid leave of absence shall continue to receive District paid medical/dental coverage only for the balance of that pay period. Thereafter they may, if the plan in question permits, continue at their own expense.

Those persons who have been terminated from categorically funded positions and who have continued their benefits under COBRA shall be reimbursed by the District for premiums paid upon reemployment by the District in the subsequent school year.

All terms and conditions of the various benefits available pursuant to said plans are as described in the summary plan documents, and are to be resolved between the plan administrators and the unit member.

In the event of a conflict between the labor agreement and CalPERS rules, regulations and policies, which is not negotiable according to CalPERS, CalPERS shall prevail.

Any savings in the health plan shall go to the health fund's reserve.

Unit members who cover dependents shall participate in the District's IRC 125 plan.

A retiree shall pay his/her premium (if any) at the rate that was in effect in the plan year of his/her retirement (see Article XIX Section B. 1).

The District Insurance Committee, composed of representatives from management and the classified and certificated exclusive representatives shall continue to review the existing plan benefits and providers. Any recommendations, suggestions, conclusions and/or data generated by this Committee shall become the subject of negotiations between the District and the Association during the term of this Agreement at the request of either party. The District shall make no change in the current benefits and/or providers prior to the conclusion of such negotiations.

D. Funding and District Contributions.

1. The District shall contribute funding in a three tier level. The funding shall be as follows:

| | | |
|---|---|---|
| Tier 1: | Employee only | $7,074 |
| Tier 2: | Employee Plus One | $12,733 |
| Tier 3: | Employee Plus Two | $16,976 |

In addition, the District will continue to contribute one percent of the unit member's annual salary to health insurance premiums.

2. Premium costs for dental and vision coverages shall continue to be fully funded by the District.

3. Effective at the beginning of each plan year (January 1), when possible, the District shall increase each tier of the three tiers medical contributions by the COLA, as defined in this Agreement (Article XVII, H.1.). The COLA contribution shall be adjusted accordingly in the event the State makes any subsequent changes to the COLA amount provided to the District within the fiscal year.

**COLA Adjustment Example:** If the COLA was 2%, the above tiers would be increased as follows:

| | | |
|---|---|---|
| Tier 1: | Employee only | $7,074 x 1.02 = $7,215.48 |
| Tier 2: | Employee Plus One | $12,733 x 1.02= $12,987.66 |
| Tier 3: | Employee Plus Two | $16,976 x 1.02= $17,315.52 |

The District will contribute necessary additional funds, to fully pay for the costs of each eligible unit member for dental and vision coverages. The District shall utilize the Health Fund for any increases in dental and vision before considering other sources.

4. Beginning January 1, 2017, the District shall annually contribute an additional one percent (1%) of a unit member's salary to the unit member's health premium. The total of these two contributions are limited to the premium amount of the unit member. Any excess shall be utilized to reduce the health fund deficit and/or premium increases to dental and vision.

**One Percent of Salary Adjustment Example**:

If a unit member utilizes the tier 2 contribution and his/her base salary is $65,178 an additional contribution of one percent of salary is calculated as follows:

$65,178 x .01 = $652

The District's total contribution for this unit member would be $12,733 + $652 = $13,385.

5. If the adjustment is not sufficient to maintain the minimum District contribution at a level above the median of unified school districts in Los Angeles County, as reported by the annual Los Angeles County District Salary Survey, the District will make an additional contribution so its contribution meets or exceeds the unified school district median contribution. The District will make its additional contribution no later than one pay period after LACOE publishes the Salary Survey.

6. If, in any year, a unit member selects a medical plan that requires an annual premium greater than the contribution required by the District, as set forth in D.1 above, that unit member shall pay the difference in premium cost for the plan selected and the District's contribution toward the premium.

7. The parties may meet to discuss options for modifications in lieu of increases. However, the level of payment for premiums made by any unit member, as specified by this Agreement, rates and coverages selected shall continue until such options are agreed upon.

8. In years in which the total contributions exceed the medical plan costs, such excess contributions may be used to mitigate employee payments for premiums for the next plan year, plan enhancements or offset increases in dental and vision, if any.

9. Active unit members and eligible retirees effective October 1, 2009, will continue to have the option to participate in the District Medical and Dental & Vision cash "Opt Out" Program. This plan is designed for those employees and retirees that have other health coverage through their spouse's employer (including the District) or another credible insurance provider. (Appendix G)

10. Eligible retirees may elect one of the Cash Opt Out plans. Upon selection of one of the cash opt out plans, group medical health coverages offered by the District will terminate. Effective December 1, 2016, the base cash amount used in the plan calculations shall be the level of tier 2 ($12,733 for 2021-2022).

E. Unit Member Contributions.

1. CalPERS rate changes shall be identified in writing to unit members during open enrollment.

2. Unit members shall not make contributions toward dental and vision coverages. Unit members shall not make contributions toward medical coverage unless their voluntary selection of a medical plan requires an annual premium cost greater than the District's contribution, in any given year, as specified above.

3. Unit members having to make payments toward medical plan premium costs shall make such payments tenthly, through payroll deduction and have such payments automatically sheltered through the District's IRC 125 plan.

4. All employees hired on or after July 1, 2006 shall be provided early retirement benefits as follows:

**EARLY RETIREE TIERED HEALTH BENEFIT PLAN**

| YEARS OF SERVICE | HEALTH BENEFIT CONTRIBUTION |
|---|---|
| Minimum of fifteen (15) years of service to a maximum of nineteen (19) years of service | The District shall contribute fifty percent (50%) of the tier two benefit contribution rate established by the collective bargaining agreement for each year from age 55 through Medicare eligibility. |
| Minimum of twenty (20) years of service to a maximum of twenty-four (24) years of service. | The District shall contribute seventy-five percent (75%) of the tier two benefit contribution rate established by the collective bargaining agreement for each year from age 55 through Medicare eligibility. |
| Minimum of twenty-five (25) years of service.<br>(Minimum 10 years of service required if hired prior to July 1, 2006) | The District shall contribute one hundred percent (100%) of the tier two benefit contribution rate established by the collective bargaining agreement for each year from age 55 through Medicare eligibility. |

F. IRC 125 Plan.

Beginning with the 1998-99 school year, an IRC 125 benefit plan is available to unit members for the purposes of providing for medical, dental, vision, life and dependent care for unit members

and their dependents and retirees and their dependents. The enrollee shall provide for financing the operation and administration of the IRC 125 plan, with the District Insurance Committee deciding costs to the plan administrator. At the end of each fiscal year, the District shall contribute to the self-funded insurance plan account an amount equal to the money not spent by unit members covered by this IRC 125 plan which shall be used to offset future costs of the District's benefits plans. The IRC 125 plan shall be for the sole purpose of providing child care, elder care and non-paid fringe benefit expenses and shall be held in an interest-bearing trust account. The selection of the licensed independent third party IRC 125 plan administrator shall be made by the District Insurance Committee. Such administrator shall not advertise, sell or otherwise influence plan participants with any other product marketed by the administrator.

G. Reimbursements.

1. The mileage reimbursement rate shall be at least equivalent with the allowable business mileage deductible rate of the Internal Revenue Service and shall remain consistent with that paid to other employees of the District, and subject to the same policies and conditions.

2. District shall pay for unit members to take the tests for bilingual and/or English Language Learner certification plus the costs of taking related courses as offered by the L.A. County Office of Education. This is contingent upon continued receipt of the categorical funds from which these costs currently are being paid.

H. Salary Adjustments.

1. COLA shall be defined as the percentage increase in the amount which the District receives in unrestricted revenue limit per ADA for the current year over that which it received in the prior year. This additional percentage increase shall be determined from the change in the prior year and current year amounts determined by multiplying the appropriate Statutory Deficit factor times the result of the Base Revenue Limit per ADA (As defined by the California Department of Education Revenue Limit Calculation, Line B) plus or minus any per-ADA adjustment.

2. Effective 2003-2004, an annual stipend of $1,000 shall be given to those teachers holding and utilizing (in special education) a Special Education credential or Speech Language credential (preliminary or life).

## Article XVIII - PEER ASSISTANCE AND REVIEW (PAR) PANEL

A. General Provisions/Program Operations.

1. The Peer Assistance and Review (PAR) Program shall be a partnership between the District and the Association. A cooperative relationship between the Consulting Teacher and the evaluator is encouraged and expected.

2. Referred Teachers shall have the right to representation by the Association to the extent permitted by law.

3. This Program does not diminish the legal rights of unit members.

4. This Program does not affect the legal rights of the District regarding employment, classification, retention or non-reelection of certificated employees. The Program also has no effect on the District's right to issue notices of unsatisfactory performance and notices for unprofessional conduct.

5. All PAR proceedings shall be confidential to the extent permitted by law. Materials and assistance plans shall be treated as personnel records and shall remain confidential to the extent required by law.

6. Any complaints or unresolved issues arising from Peer Assistance and Review shall be referred to the PAR Panel for final resolution. The determination by the PAR Panel shall be final.

7. Peer Assistance and Review shall not be subject to the grievance procedures.

8. Teachers participating on the PAR Panel or as Consulting Teachers shall not be considered management or supervisory and shall retain their status as unit members.

B. Title Definitions for Teachers in PAR Program.

1. Lead Consulting Teacher: Provides assistance to Participating Teachers, prepares reports, makes recommendations to PAR Panel, develops assistance plans and other duties as determined by the PAR Panel.

2. Consulting Teacher: A teacher who provides assistance to a Participating Teacher.

3. Referred Participating Teacher: Permanent Status – Participating as a result of any unsatisfactory standard on the summative evaluation; receives assistance and review.

4. Recommended Participating Teacher: Teacher – Recommended to the Program as determined by the evaluator; receives assistance only.

5. New Participating Teacher: Probationary – Teacher not services under BTSA; receives assistance only.

6. Voluntary Participating Teacher: Permanent or Probationary – Elects to participate in program; receives assistance only.

C. Peer Assistance and Review (PAR) Panel.

1. Panel:

a. The Par panel shall be composed of five (5) certificated classroom teachers and four (4) administrators.

b. The Association shall recruit teachers to serve on the Panel through an open application process. The Association shall submit recommended Panel members to the Representative Council for a confirmation vote.

c. The Superintendent or his/her designee shall appoint administrators.

d. The initial terms of service for Panel members shall be staggered as follows: two teachers and two administrators shall serve two-year terms; three teachers and two administrators shall serve three-year terms. Panel members shall be selected for three-year terms thereafter.

2. Compensation:

a. Panel members shall receive a five hundred dollar stipend per year.

b. Workdays required beyond their regular work year shall be paid at their daily rate.

3. Meetings:

The Panel shall meet at least four (4) times a year. The Panel shall establish its own meeting schedule. No action shall be taken at a meeting unless there are at least five (5) members present with at least two (2) of the members being either teachers or administrators. Meetings shall be held during the teachers' regular workday.

a. Decisions:

The panel shall attempt to make all decisions by consensus. In the event consensus cannot be reached, any action by the Panel would require a majority vote.

4. Chairperson: The Panel shall determine the method for the selection of the Chairperson.

5. The Panel shall be responsible for the following:

a. Providing annual training for Panel members.

b. Establishing its own rules of procedure within the scope of the Collective Bargaining Agreement.

c. Establishing and implementing a procedure for application and selection of Consulting Teachers.

d. Providing training and guidelines for Consulting Teachers.

e. Evaluating the Consulting Teachers and their written report(s).

f. Assigning Consulting Teachers.

g. Providing the Board of Education an annual report of the Program's impact and recommended improvements to the Program

h. Reviewing the final report on the Referred Participating Teacher prepared by the Lead Consulting Teacher and making recommendations to the Board of Education regarding the Referred Participating Teacher's progress in the PAR program.

i. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program and the budget available.

j. Providing the Referred Participating Teacher the opportunity to submit his/her final report to the Board of Education.

k. Developing the program budget and overseeing program operations subject to the review of the governing board.

l. Expenditures shall not exceed program revenues.

m. Administrative costs shall not exceed five percent of program revenue.

D. Lead Consulting Teacher:

1. Assignment:

a. The Panel shall select Lead Consulting Teacher(s).

b. A Lead Consulting Teacher shall be considered to be on special assignment for the duration of his/her term.

c. From August 15 through June 30 of every year, Lead Consulting Teachers shall be available to work with Referred Participating Teachers, Recommended Participating Teachers, New Participating Teachers, and Voluntary Participating Teachers. Lead Consulting Teachers shall direct the activities of Consulting Teachers.

2. Compensation:

a. A Lead Consulting Teacher shall receive his/her regular rate of pay.

b. Workdays required beyond the regular work year shall be paid at his/her daily rate.

3. Qualifications:

A teacher shall meet the following qualifications to be considered for a position as a Lead Consulting Teacher:

a. Credentialed classroom teacher (whose current assignment is not less than 50% of full-time assignment with students) with permanent status in the District.

b. Substantial recent experience in classroom instruction.

c. A minimum of five (5) school years in the District in a position requiring certification.

d. Demonstrated exemplary teaching ability as indicated by, but not limited to, effective communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

4. Application:

a. Applicants for Lead Consulting Teacher shall submit an application with at least three (3) letters of recommendation, including a letter from each of the following: a District administrator, an Association representative and a District teacher.

b. Applicants shall be observed and interviewed by all PAR Panel members.

c. Applicants shall sign a release allowing Panel members access to past performance evaluations.

5. Selection:

The Par Panel shall make the selection of Lead Consulting Teachers.

6. Agreement:

Those teachers selected shall sign an agreement committing themselves to Program training and to serve for a period of two (2) years. A teacher may not serve in the position for more than two (2) consecutive terms unless waived by the Panel.

a. Arrange and meet with Referred Teachers and Referred Teachers' evaluators no later than the fourth week of the teachers' work year.

b. Conduct observations of Referred Teachers during classroom instruction and have pre-observation and post-observation conferences.

c. Monitor the progress of Referred Teachers and provide periodic written reports.

d. Document all visitations, observations and meetings.

e. Maintain a written log of contacts and specific support given to Referred Teachers.

f. Conduct model lessons, provide for staff development and utilize other appropriate resources as necessary.

g. Participate in meetings with other Consulting Teachers.

h. Submit written reports to the PAR Panel as required.

i. Participate in the annual review of the Program with the PAR Panel.

7. Responsibilities with other Participating Teachers:

Lead Consulting Teachers shall also provide assistance to Recommended Participating Teachers, New Participating Teachers and Voluntary Participating Teachers, pursuant to PAR Panel guidelines and new teacher programs.

E. Consulting Teacher.

The Par Panel may elect to recruit and select Consulting Teachers to assist Lead Consulting Teachers, provide in-services, provide workshops and carry out other duties as assigned by the Panel.

1. Assignment:

a. Consulting Teachers assigned to assist a Referred or Recommended Participating Teacher shall provide 65 hours of service.

b. Consulting Teachers assigned to assist a Voluntary or New Participating Teacher shall provide 27 hours of service.

2. Compensation:

a. Consulting Teachers that service Referred or Recommended Participating Teachers shall receive a stipend of $2,000.

b. Consulting Teachers that service Voluntary and New Participating Teachers shall receive a stipend of $750.

c. Stipends shall be prorated if the hours of service are less than the expected.

F. Indemnity:

The District shall defend and hold harmless the individual Panel members and all Consulting Teachers from any lawsuits or claims arising out of the performance of their duties under the PAR Program.

## Article XIX - EARLY RETIREMENT/REDUCED SERVICES PROGRAM

A. Prior Service Requirement.

Unit members who have attained the age of 55 and who have provided at least ten (10) years of service in temporary, probationary or permanent status (or combination thereof) to the District, at least five (5) of which have been immediately preceding their request for participation, shall meet the prior service requirement for each of the following Early Retirement/Reduced Services programs subject to the further eligibility of the specific program selected.

1. A year of service shall include any service that warrants contribution to the State Teachers Retirement System (STRS), provided that the period serviced is at least seventy-five (75) percent of the annual working days for the unit member's job classification for the school year claimed.

2. Breaks in service for any reason shall not disqualify a unit member from participation provided he/she has been employed continuously for the immediately preceding five (5) years. (An unpaid health leave shall not be considered as a break in continuous service.)

B. Early Retirement Medical Insurance Program.

1. The District shall provide medical (not dental or vision) insurance coverage or cash in lieu of coverage beginning 2014-2015 to any unit member qualified under Section A, above, who retires from the District prior to attaining Medicare eligibility, and their dependents. Such coverage, during each fiscal year of early retirement, shall be the same as that provided to unit members during the same fiscal year. A retiree shall pay his/her premium (if any) at the rate that was in effect in the plan year of his/her retirement. The rate shall be in effect in the plan year of his/her retirement. The rate shall be in effect for the term of his/her benefit entitlement. Payments will be made to the District on an annual or quarterly basis.

2. Requirements:

a. The unit member shall verify that his/her application for regular retirement benefits (not a disability allowance) has been filed with the STRS, or, alternatively, shall submit an annual notarized affidavit stating the he/she will not engage in gainful employment as a regular employee under jurisdiction of the STRS.

3. Duration of Benefits:

Notwithstanding subparagraph 4. below, no benefits for unit members or dependents shall be provided beyond Medicare eligibility and a maximum of ten (10) years.

4. In the event of the retiree's death, surviving dependents may continue existing medical insurance coverage for the period commensurate with the eligibility period remaining to the retiree prior to death, subject to carrier rules and providing that the dependents assume the costs of premiums for said coverage.

a. Failure of the surviving dependent to meet payment dates will automatically cancel the dependent's coverage in the medical insurance plan without reinstatement privileges.

b. The remarriage or establishment of a domestic partnership of the surviving spouse automatically cancels coverage under this plan.

5. The issue of health benefits for retirees and their dependents shall be referred to the District Insurance Committee for consideration and recommendation.

C. Reduced Work Schedule Program.

Qualified full-time regular unit members may apply for participation in the Reduced Work Schedule Program. If the Board of Education, in its sole discretion, approves such an application, a unit member may have his/her workload reduced from full-time to part-time while maintaining his/her full retirement benefits. Participation in this program is subject to the following minimum conditions:

1. The unit member must have reached the age of fifty-five (55) years, but may not be older than sixty-nine (69) years of age, prior to reduction in workload.

2. A unit member may participate in the program for not more than five (5) years, or until age seventy (70), whichever comes sooner. The unit member shall agree to retire at no later than the end of such period, and must waive any rights he/she may otherwise have under the provisions of Education Code 23922.

3. The unit member must have been employed full time in the District in a position requiring certification for at least ten (10) years (excluding unpaid or partially paid leaves of absence) of which the immediately preceding five years were on a fulltime basis.

4. The option of part-time employment must be exercised at the request of the unit member, and can be revoked only with the mutual consent of the unit member and the District.

5. The unit member shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment. The salary paid shall be generally prorated on the minimum school-based hours and shall bear the same relation to the unit member's normal salary as the unit member's normal assigned on-site hours relate to the normal hours for full-time personnel.

6. The minimum paid service shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position.

7. A unit member employed on a part-time basis under this program shall receive the retirement credit he/she would receive if employed on a full-time basis, and the unit member and the District both will contribute to the State Teachers Retirement System the amount that would have been contributed if the unit teacher were employed on a full-time basis.

8. The Reduced Work Schedule program will be authorized only in those instances where an assignment satisfactory to the District and the unit member(s) can be established.

9. A participant who has not attained age 65 at the time his/her participation in the program is terminated, may, at his/her option, continue the medical insurance coverage then enjoyed through age 65 by the payment of all premiums to the District.

10. In the event of the retiree's death, the surviving spouse and/or dependents may continue existing medical insurance coverage for the period commensurate with the eligibility period remaining to the retiree prior to death, subject to carrier rules and providing that the spouse assumes the costs of premiums for said coverage.

a. Failure of the surviving spouse to meet payment dates will automatically cancel the spouse's coverage in the medical insurance plan without reinstatement privileges.

b. The remarriage of the surviving spouse automatically cancels coverage under this plan.

11. If the unit member elects to terminate the Reduced Work Schedule Program before the five (5) year of Board approved expiration date, he/she shall have the option of participation in one of the other Early Retirement Incentive Programs. In the case of the Consultancy stipend, participation shall be limited to the balance of the original five (5) years. The participant may elect to make said change one (1) time during the five (5) year period.

## Article XX - K-12 SUMMER SCHOOL

The terms of this Article apply to all programs offered by the District during summer break.

A. Selection Procedures:

1. The District shall solicit applications for summer school employment from all interested unit members at least two (2) months prior to the start of summer school.

2. Unit members wishing to teach summer school should apply within the posted timelines using the forms provided by the District. The District shall solicit applications for no less than fourteen (14) calendar days. Applications received after the posted deadline shall be considered only after those previously received have been exhausted.

3. When the District determines that a summer school program will be offered at a school site, unit members at the school site shall be afforded an opportunity to provide input into the types of programs that will be offered. The District shall give good faith consideration to the input prior to establishing the summer program. This shall not apply to Special Education programs.

The District may consider, but is not limited to, the following in filling summer school vacancies:

Current site staff (before considering other candidates)
Grade level experience/Subject matter expertise
District Seniority

4. Summer school vacancies shall be filled as follows:

a. Unit members whose applications were received prior to the posted deadline shall be pooled by site and ranked.

b. No unit member shall be placed in an assignment for which he/she is not authorized to teach.

c. Summer school vacancies not filled by school site staff shall be made as close as possible to the grade level and work location preferred by the applicant.

d. Late applicants shall be assigned according to the criteria established only after all timely applicants have been assigned.

e. All timely summer school applicants shall be notified in writing of the disposition of their applications, and assignments, if selected, by the Personnel Division no later than three (3) weeks prior to the start of summer school.

f. Applicants assigned shall confirm their acceptance of the assignments within five (5) days of being offered the position.

g. Applications from unit members received after the deadline noted above shall be considered only after the applications described above have been exhausted.

h. Nothing in the foregoing shall preclude the District from offering summer school employment to a non-applicant when there is no applicant credentialed to fill the position.

5. The District will advertise for elective proposals for summer school.

a. Teachers who submit proposals that have been approved shall have their proposals included in the directory of offered classes for that summer. Denials shall not be made in an arbitrary or capricious manner.

b. If sufficient students sign up for the class, the class will be funded and the class started.

c. The teacher submitting the proposal will be the instructor of record. Other candidates for summer school positions shall not have the right to teach the elective class which was originated by the creator of the class.

d. If the class does not have sufficient students to begin or continue, the teacher of record shall be terminated and not have "bumping rights" to teachers employed for other summer classes.

B. Hours of Employment.

1. Although the summer school assignment is determined by each site's individual program configuration, it is understood that fulfillment of a unit member's total professional responsibility may generally require work in excess of the program configuration.

a. All summer session assignments shall consist of the on-site obligation, as determined by each site's individual program configuration.

b. Unit members shall report to their work locations each day in sufficient time to be prepared for the beginning of their assignments and may leave at the conclusion of their assignments, which includes regular on-site obligations.

C. Adding and Dropping Classes.

1. Prior to the commencement of summer school each year, the District, in consultation with the Association, shall establish a minimum average class size for that summer session for the elementary and secondary assignment levels.

2. At the secondary level, whenever the enrollment in a class exceeds two times the minimum average class size established above, another section of the class shall be established. When there is more than one class of the same subject and/or grade level, another class shall be established whenever the average class size for these classes exceeds 1.5 times the minimum average class size.

3. Dropping Classes:

a. At the elementary level, the District may drop classes if the average class size at that level drops below the minimum established above. However, before this is done, the District shall make a good faith effort to adjust enrollment between work sites to preclude this necessity.

b. At the secondary level, the District may drop classes whenever the enrollment in a class (or the average enrollment of the classes when more than one section of the same subject exists) drops below the minimum established above.

c. Notwithstanding the above, no classes at the elementary or secondary levels shall be dropped after two-thirds of the scheduled length of the class.

D. Compensation.

1. Compensation for employment for full summer session at the elementary and secondary levels shall be equal to the unit member's tenthly salary on the Teachers' Salary Schedule. Compensation for employment for less than a full summer session shall be directly proportional to this.

a. For payroll purposes, a unit member's summer school daily rate for a full day shall be determined by dividing his/her tenthly salary on the Teachers' Salary Schedule by thirty (30). His/her hourly rate shall be determined by dividing the daily rate by four (4).

b. A unit member working less than a full summer school day shall be paid proportionately to his/her full-time summer school daily rate. (For example: A person working half of a regular summer school day would be paid half of his/her full-time summer school daily rate, or for two hours.)

c. If the number of work days is reduced below thirty (30) for a full summer session while maintaining the full amount of instructional time, a unit member working the full summer session will still be paid for thirty (30) days. Unit members working less than the full number of days will have their pay adjusted proportionately. (For example: If the first "half" of the summer session is 14 days due to a holiday and the second "half" is 15 days, and the time for the 30th day is evenly divided among the 29, unit members working the first half only would be paid for 14.5 days. A unit member working the second half only would be paid for 15.5 days.)

2. Compensation for employment in Adult Education summer school shall be at the regular Adult School Hourly Rate for hours worked.

E. Lead Teachers

1. Each elementary site shall have a lead teacher. Candidates for lead teacher shall be solicited on a voluntary basis. If there is more than one volunteer, district seniority shall be the deciding factor.

2. Lead teachers shall be paid their regular hourly rate for those duties performed beyond the regular on-site obligation.

3. The duties of the lead teacher shall be determined prior to the solicitation.

F. Intersessions/Summer School – Year Round Schools.

1. Selection of unit members to teach either intersession or summer school shall be made from among those who are available to work during the period of the offering.

2. Assignments to teach elective proposals during intersessions will be made under the contractual procedures used for such elective proposals.

3. Pay for working during intersessions will be computed in the same manner as that for summer school employment.

## Article XXI - TANDEM ASSIGNMENTS

A tandem teaching assignment is one in which two teachers share the responsibilities of one full-time position. The assignment shall be a proportional division of the school year.

A. Applicants for tandem assignments shall submit a joint letter of interest no later than March 15 to the administrator of the site at which they wish to serve. The letter shall include a commitment to serve one full year in the assignment and shall describe the position affected, the proposed schedule and the division of professional responsibilities. Such responsibilities include, but are not limited to, the following:

Staff development
Faculty meetings
Parent/teacher conferences
Report card preparation

Both tandem teachers shall participate in Back-to-School and Open House activities.

B. Mutual agreement between the teachers, the site administrator, and the Superintendent's designee is required before a tandem assignment can be implemented. Applicants shall be notified of the decision to approve or reject the application on or before April 30.

C. Tandem agreements are approved on a one year basis subject to annual renewal. Tandem assignments may be granted on a continuous basis without affecting a teacher's tenure.

D. Tandem assignments shall only be filled by teachers who have requested to work together. A listing of teachers interested in tandem assignments shall be maintained in the District Personnel Office.

E. To qualify as tandem teachers the total cost of the list below shall not exceed the total cost of the two proposed partners' salaries and benefit packages at 100%. The benefit package shall include the current health benefit cost and the current STRS cost. (See Appendix H for examples of the formula described herein).

1. The total cost of the proposed partners' prorated salaries.

2. The full cost of the proposed partners' benefit packages for which they may be eligible.

3. The average cost of new teachers' salaries for the current year.

4. The full cost of a new teacher' benefit package.

F. When a tandem teacher is absent, the following may occur in lieu of the District hiring a substitute teacher:

1. The teaching partners may trade days, with the consent of the site administrator or designee.

2. The teaching partners may substitute for each other, at the substitute rate of pay.

G. The District shall have no obligation to return a tandem teacher to a full-time assignment prior to the end of the school year. In the event of an extenuating circumstance which causes one partner not to be able to meet his/her obligation to serve one full year, the District shall consult with the remaining partner on possible solutions.

H. Each partnership shall be reviewed annually by the site administrator to determine its impact on students.

I. When a tandem teacher returns to full-time status, he/she shall be assigned in accordance with the “return from leave” provisions of Article XI.

J. In the event a tandem assignment is dissolved and vacancies do not exist for both teachers, the staffing issue shall be resolved in accordance with Article VIII, section D, if both teachers were previously in full time positions at that school. When either teacher was not originally assigned to the site prior to the tandem assignment, he/she shall be considered “surplus” and may be transferred to another site in accordance with procedures of Article VIII.

K. After a successful three (3) year partnership, individual probationary tandem teachers would not have to be evaluated every year as specified in Article IX. – Evaluation Procedures.

## Article XXII - NON-DISCRIMINATION

The District shall not, in administering the provisions of Articles IV (Association Rights), VII (Hours of Employment), IX (Evaluation Procedures), XI (Leaves of Absence), XII (Class Size), XIV (Safety Conditions), XVII (Salaries and Benefits), XIX (Early Retirement/Reduced Services Programs) and Article XX (K-12 Summer School) for those between ages 55 to 65, or any of said Articles as are made applicable to Adult Education pursuant to Article XV (Adult Education Personnel), discriminate against any unit member because of race, color, religion, age, sex, marital status, ethnic origin or lawful political affiliation; or because of membership, non-membership or participation in lawful activities of an employee organization, or for any other reason prohibited by State or Federal Discrimination Statutes. This Article is intended to restrict the District only with respect to its discretionary application of the express terms of the above-referenced Articles; it is not otherwise intended to impose any obligations which are inconsistent with or additional to such terms.

## Article XXIII - PROFESSIONAL ATTIRE

The District and the Association share the belief that teachers serve as role models and they should maintain a professional standard of dress and grooming.

Unit members shall dress and groom in a manner that demonstrates their high regard for education and is consistent with their professional responsibilities. Unit members shall be deemed inappropriately dressed or groomed if such manner detracts and/or adversely impacts the District's ability to deliver educational services.

Unit members shall wear clothing that is neat and clean. The following are examples of what shall generally be considered inappropriate attire:

- Frayed and/or torn clothing
- Bare midriff
- Thongs
- Underwear style T-shirts
- See through blouses, shirts, skirts
- Short shorts
- Sweat suits

Exceptions may be made by the site administrator based on a unit member's assignment or school activity.

## Article XXIV - MISCELLANEOUS PROVISIONS

A. Zipper Clause. The District and Association agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment, and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or Association at the time they negotiated and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn. The foregoing notwithstanding, the parties shall meet and negotiate for a successor agreement as required by Article XXVI, and as indicated in Articles VII and XVII.

B. Inconsistent District Rules. In the event of a conflict between the terms of this Agreement and any District rules or policies, or local School Improvement Plans, or individual contracts of employment, the terms of this Agreement shall prevail.

C. Consultation with Specialists. Upon request the appropriate District Administrator(s) shall consult with specialists such as Psychologists, special education teachers, music teachers and librarians and give good faith consideration to the recommendations of the designated representatives of such personnel, regarding program matters, facilities, supply problems and the like.

D. Reimbursement – Damages or Loss to Vehicle and/or Instructional Related Supplies or Equipment.

1. Vandalism or Damage to Vehicle. The District shall reimburse a unit member's automobile insurance deductible and/or other related uninsured costs for up to a maximum of $500 for damage or loss to a unit member's vehicle provided that:

a. The damage or loss is reported to the site administrator or his/her designee within one (1) working day.

b. A report is made with the appropriate law enforcement agency.

c. The damage or loss occurred on District property during the unit member's working hours or while on duty at a District approved activity.

d. The appropriate claim forms are submitted to the District office within five (5) working days unless an extension is approved by the site administrator or designee.

2. Damage to or Loss of Instructional Related Supplies and/or Equipment. The District shall reimburse unit members for up to $1,000 for instructional related supplies and/or equipment used in the classroom which are damaged or stolen from a District site provided that:

a. They are approved and registered with the site administrator as personal items used for work related purposes.

b. The damage or loss is reported to the site administrator or his/her designee within one (1) workday.

c. The damage or loss is not a result of negligence on the part of the unit member.

d. The appropriate claim forms are submitted to the District office within five (5) workdays unless an extension is approved by the site administrator or designee.

e. The claim is in excess of $50.

3. The site administrator or his/her designee shall be responsible for providing the unit member with the appropriate claim forms at the time an incident is reported.

## Article XXV - SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by a tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any such decision or change in law regarding invalidity of a provision of this Agreement occurs as set forth in the preceding paragraph, the parties hereto shall, upon request by either party within ten (10) working days commence meeting and negotiating with respect to the means of compliance therewith.

## Article XXVI - DURATION AND RENEGOTIATION

A. This Agreement shall become effective upon Association ratification and Board of Education adoption, and shall remain in full force to and including June 30, 2027.

B. Negotiations for a successor Agreement shall be subject to the following provisions: Initial proposals shall be limited to salary, benefits, and no more than two articles in 2025-2026. Initial proposals may be made on or after the first regularly scheduled Board meeting in March, 2026, and negotiations shall commence within ten (10) days following the second regularly scheduled Board meeting subsequent to the presentation of the initial proposal.

**BELLFLOWER UNIFIED SCHOOL DISTRICT**

_____
Ryan D. Smith, Ed.D.
Deputy Superintendent

By:_____
Erin M. Simon, Ed.D.
Superintendent of Schools

**BELLFLOWER TEACHERS ASSOCIATION**

_____
Amy Mustafa
BTA Bargaining Team Chair

_____
Stephanie Tellez
CTA

By:_____
John Young
BTA President

APPENDIX A

# BELLFLOWER UNIFIED SCHOOL DISTRICT
# CERTIFICATED TEACHER SALARY SCHEDULE
## 2025-2026 ANNUAL SALARY SCHEDULE M&R
**Contract Year: 186 Days***

STEP/YEARS OF SERVICE

| M&R | I | II | III | IV | V | VI | Career Incentives |
|---|---|---|---|---|---|---|---|
| 1 | 67,702 | 71,565 | 75,278 | 78,416 | 81,681 | 85,088 | |
| 2 | 68,475 | 73,401 | 77,208 | 80,427 | 83,776 | 87,266 | |
| 3 | 68,525 | 75,285 | 79,190 | 82,488 | 85,924 | 89,505 | |
| 4 | 68,573 | 77,210 | 81,218 | 84,603 | 88,129 | 91,801 | |
| 5 | 68,729 | 79,191 | 83,301 | 86,773 | 90,386 | 94,153 | |
| 6 | 71,666 | 81,222 | 85,439 | 89,643 | 93,379 | 97,272 | |
| 7 | 74,578 | 83,304 | 87,627 | 91,943 | 95,776 | 99,764 | |
| 8 | | | 89,876 | 94,301 | 98,228 | 102,323 | |
| 9 | | | 92,180 | 96,718 | 100,747 | 104,947 | |
| 10 | | | 97,757 | 102,568 | 106,843 | 111,294 | |
| 11 | | | 100,263 | 105,197 | 109,582 | 114,148 | |
| 12 | | | | 108,156 | 112,661 | 117,355 | |
| 13-15 | | | | 110,928 | 115,550 | 120,363 | |
| 16/CI | | | | 113,774 | 118,516 | 123,452 | A. 2,517** |
| 17-20/CI | | | | 115,395 | 120,206 | 125,213 | |
| 21/CI | | | | 118,350 | 123,285 | 128,419 | B. 4,403** |
| 22-25/CI | | | | 118,916 | 123,873 | 129,033 | |
| 26+/CI | | | | 121,970 | 127,053 | 132,345 | C. 6,292** |

*The 186-day work year is in effect for the 2025-2026, 2026-2027, and 2027-2028 school years, reflecting the addition of two (2) professional development days. Prior to the 2028-2029 school year, the District and the Association shall negotiate the continuation of these additional professional development days. If no agreement is reached, the work year for all certificated bargaining unit members shall revert to its length prior to 2025-2026 (184 days), and unit members' salaries shall be reduced by an amount equivalent to two (2) workdays at their daily rate, including Career Incentives.

**Column I** BA Degree
**Column II** BA Degree + 15 Semester Units
**Column III** BA Degree + 30 Semester Units
**Column IV** BA Degree + 45 Semester Units or MA Degree
**Column V** BA Degree + MA Degree and 60 Semester Units
**Column VI** BA Degree + MA Degree and 75 Semester Units

****Career Incentives** Added to a unit member's salary when service requirements of 16 years and up are attained.

An additional $1,328 annually for earned Doctorate from an accredited institution.

An additional $1,259 annually for those teachers holding and utilizing (in special education) a Special Education credential or Speech Language credential (preliminary or life).

An additional $1,259 annually for those teachers whose teaching assingment is the District's dual immersion program and hold a current and valid BCLAD credential.

NOTE: All units must be upper division or graduate units unless authorized by the District PRIOR TO TAKING THE UNITS.

Effective 7/1/2025
Increase: 2 additional service days

APPENDIX B

# BELLFLOWER UNIFIED SCHOOL DISTRICT
## CERTIFICATED PSYCHOLOGIST SALARY SCHEDULE
### 2025-2026 ANNUAL SALARY SCHEDULE P
**CONTRACT YEAR: 192 DAYS, @ 8 HOURS PER DAY***

| STEP/YEARS OF SERVICE | P | I | II | III | Career Incentives |
|---|---|---|---|---|---|
| | 1 | 99,922 | 104,090 | 108,427 | |
| | 2 | 104,090 | 108,427 | 112,928 | |
| | 3 | 108,427 | 112,928 | 117,583 | |
| | 4 | 112,928 | 117,583 | 122,486 | |
| | 5-9 | 117,583 | 122,486 | 127,668 | |
| | 10-15 | 121,578 | 126,648 | 132,006 | |
| | 16 (A) | 123,898 | 128,968 | 134,325 | A. 2,517** |
| | 17-20 (A) | 125,062 | 130,179 | 135,586 | |
| | 21-25 (A) | 127,404 | 132,526 | 137,933 | B. 4,403** |
| | 26+ (A) | 129,754 | 134,871 | 140,281 | C. 6,292** |

*The 192-day work year is in effect for the 2025-2026, 2026-2027, and 2027-2028 school years, reflecting the addition of two (2) professional development days. Prior to the 2028-2029 school year, the District and the Association shall negotiate the continuation of these additional professional development days. If no agreement is reached, the work year for all certificated bargaining unit members shall revert to its length prior to 2025-2026 (190 days), and unit members' salaries shall be reduced by an amount equivalent to two (2) workdays at their daily rate, including Career Incentives.

**Column I** BA Degree + 45 Semester Units
**Column II** BA Degree + 60 Semester Units and MA Degree
**Column III** BA Degree + 75 Semester Units and MA Degree

****Career Incentives** Added to a unit member's salary when service requirements of 16 years and up are attained.

An additional $1,328 annually for earned Doctorate from an accredited institution.

NOTE: All units must be upper division or graduate units unless authorized by the District PRIOR TO TAKING THE UNITS.

Effective 7/1/2025
Increase: 2 additional service days

APPENDIX C

# BELLFLOWER UNIFIED SCHOOL DISTRICT
# CERTIFICATED TEACHER SALARY SCHEDULE
## 2025-2026 ANNUAL SALARY SCHEDULE J - BAE CENTER
### Contract Year: 204 Days*

STEP/YEARS OF SERVICE

| J | I | II | III | IV | V | VI | Career Incentives |
|---|---|---|---|---|---|---|---|
| 1 | 77,595 | 80,413 | 83,767 | 87,257 | 90,889 | 94,678 | |
| 2 | 77,695 | 82,477 | 85,914 | 89,494 | 93,223 | 97,107 | |
| 3 | 77,743 | 84,591 | 88,115 | 91,787 | 95,613 | 99,597 | |
| 4 | 77,793 | 86,760 | 90,377 | 94,142 | 98,063 | 102,148 | |
| 5 | 77,991 | 88,983 | 92,692 | 96,557 | 100,579 | 104,769 | |
| 6 | 81,325 | 91,266 | 95,069 | 99,030 | 103,157 | 107,457 | |
| 7 | 84,630 | 93,606 | 97,508 | 101,568 | 105,802 | 110,210 | |
| 8 | | | 100,008 | 104,173 | 108,513 | 113,036 | |
| 9 | | | 102,572 | 106,846 | 111,297 | 115,934 | |
| 10 | | | 108,775 | 113,309 | 118,029 | 122,950 | |
| 11 | | | 111,565 | 116,214 | 121,056 | 126,100 | |
| 12 | | | | 119,193 | 124,158 | 129,331 | |
| 13-15 | | | | 122,250 | 127,345 | 132,648 | |
| 16/CI | | | | 125,384 | 130,608 | 136,049 | A. 2,517** |
| 17-20/CI | | | | 126,562 | 131,834 | 137,327 | |
| 21-25/CI | | | | 129,807 | 135,215 | 140,846 | B. 4,403** |
| 26+/CI | | | | 133,134 | 138,680 | 144,461 | C. 6,292** |

*The 204-day work year is in effect for the 2025-2026, 2026-2027, and 2027-2028 school years, reflecting the addition of two (2) professional development days. Prior to the 2028-2029 school year, the District and the Association shall negotiate the continuation of these additional professional development days. If no agreement is reached, the work year for all certificated bargaining unit members shall revert to its length prior to 2025-2026 (202 days), and unit members' salaries shall be reduced by an amount equivalent to two (2) workdays at their daily rate, including Career Incentives.

**Column I** BA Degree
**Column II** BA Degree + 15 Semester Units
**Column III** BA Degree + 30 Semester Units
**Column IV** BA Degree + 45 Semester Units or MA Degree
**Column V** BA Degree + MA Degree and 60 Semester Units
**Column VI** BA Degree + MA Degree and 75 Semester Units

****Career Incentives** Added to a unit member's salary when service requirements of 16 years and up are attained.

An additional $1,328 annually for earned Doctorate from an accredited institution.

An additional $1,259 annually for those teachers holding an utilizing (in special education) a Special Education credential or Speech Language credential (preliminary or life).

NOTE: All units must be upper division or graduate units unless authorized by the District PRIOR TO TAKING THE UNITS.

Effective 7/1/2025
Increase: 2 additional service days

APPENDIX D

# BELLFLOWER UNIFIED SCHOOL DISTRICT
# PRESCHOOL/CHILD DEVELOPMENT SALARY SCHEDULE
## 2025-2026 ANNUAL SALARY SCHEDULE SP
**Contract Year: 187 Days***

| STEP/YEARS OF SERVICE | I | II | III | IV | V | VI | VII |
|---|---|---|---|---|---|---|---|
| 1 | 38,738 | 40,296 | 41,768 | 43,487 | 44,962 | 46,436 | 48,073 |
| 2 | 40,695 | 42,330 | 43,843 | 45,642 | 47,235 | 48,793 | 50,508 |
| 3 | 42,765 | 44,317 | 46,115 | 47,875 | 49,505 | 51,304 | 52,977 |
| 4 | 44,882 | 46,717 | 48,350 | 50,110 | 52,062 | 53,859 | 55,654 |
| 5 | 47,078 | 48,953 | 50,786 | 52,701 | 54,699 | 56,453 | 58,323 |
| 6 | 47,078 | 51,422 | 53,414 | 55,254 | 57,325 | 59,244 | 61,276 |
| 7-9 | 47,078 | 51,422 | 56,012 | 58,127 | 60,238 | 62,313 | 64,312 |
| 10-15 | 48,677 | 53,169 | 57,915 | 60,103 | 62,285 | 64,430 | 66,497 |
| 16 | 51,784 | 56,273 | 61,026 | 63,212 | 65,393 | 67,537 | 69,602 |
| 17-20 | 52,270 | 56,801 | 61,599 | 63,806 | 66,007 | 68,171 | 70,256 |
| 21-25 | 55,406 | 59,941 | 64,735 | 66,940 | 69,143 | 71,311 | 73,391 |
| 26+ | 58,543 | 63,077 | 67,871 | 70,077 | 72,280 | 74,444 | 76,530 |

*The 187-day work year is in effect for the 2025-2026, 2026-2027, and 2027-2028 school years, reflecting the addition of two (2) professional development days. Prior to the 2028-2029 school year, the District and the Association shall negotiate the continuation of these additional professional development days. If no agreement is reached, the work year for all certificated bargaining unit members shall revert to its length prior to 2025-2026 (185 days), and unit members' salaries shall be reduced by an amount equivalent to two (2) workdays at their daily rate, including Career Incentives.

| | | |
|---|---|---|
| **Column** | **I** | 60 - 75 Units |
| **Column** | **II** | 76 - 91 Units |
| **Column** | **III** | 92 - 107 Units |
| **Column** | **IV** | 108 - 123 Units |
| **Column** | **V** | BA Degree & Regular Permit |
| **Column** | **VI** | BA Degree + 15 Semester Units, Regular Permit |
| **Column** | **VII** | BA Degree + 30 Semester Units, Regular Permit |

NOTE: All units must be upper division or graduate units
unless authorized by the District PRIOR TO TAKING THE UNITS.

Effective 7/1/2025
Increase: 2 additional service days

# BELLFLOWER UNIFIED SCHOOL DISTRICT

## 2025-2026 CERTIFICATED EXTRA ASSIGNMENT SCHEDULE - STIPEND

### I. COACHING ASSIGNMENTS:

| ASSIGNMENT: BOYS | STIPEND |
|---|---|
| ATHLETIC DIRECTOR | 4,904 |
| BASEBALL, VARSITY | 4,132 |
| BASEBALL, VARSITY ASST. | 3,177 |
| BASEBALL, J.V. | 3,177 |
| BASEBALL, FROSH | 2,810 |
| BASKETBALL, VARSITY | 4,132 |
| BASKETBALL, VARSITY ASST. | 3,177 |
| BASKETBALL, J.V. | 3,177 |
| BASKETBALL, FROSH | 2,810 |
| CROSS COUNTRY, VARSITY | 3,177 |
| CROSS COUNTRY, J.V. | 2,810 |
| FOOTBALL, VARSITY HEAD | 4,859 |
| FOOTBALL, VARSITY ASST(3) | 3,177 |
| FOOTBALL, J.V. HEAD | 3,177 |
| FOOTBALL, J.V. ASST. | 2,810 |
| FOOTBALL, FROSH HEAD | 3,177 |
| FOOTBALL, FROSH ASST. | 2,810 |
| GOLF, VARSITY | 3,177 |
| GOLF, JV | 2,810 |
| SOCCER, VARSITY. | 3,177 |
| SOCCER, J.V. | 2,810 |
| SOCCER, FROSH | 2,810 |
| TENNIS, VARSITY | 3,177 |
| TENNIS, J.V. | 2,810 |
| TRACK, VARSITY HEAD | 4,132 |
| TRACK, VARSITY ASST. | 3,177 |
| VOLLEYBALL, VARSITY | 4,132 |
| VOLLEYBALL, J.V. | 3,177 |
| VOLLEYBALL, FROSH | 2,810 |
| WRESTLING, VARSITY | 3,177 |
| WRESTLING, J.V. | 2,810 |

| ASSIGNMENT: GIRLS | STIPEND |
|---|---|
| ATHLETIC DIRECTOR | 4,904 |
| BASKETBALL, VARSITY | 4,132 |
| BASKETBALL, VARSITY, ASST | 3,177 |
| BASKETBALL, J.V. | 3,177 |
| BASKETBALL, FROSH | 2,810 |
| BEACH VOLLEYBALL, VARSITY | 3,177 |
| CROSS COUNTRY, VARSITY | 3,177 |
| CROSS COUNTRY, JV | 2,810 |
| FLAG FOOTBALL, VARSITY | 3,177 |
| FLAG FOOTBALL, VAR ASST. | 2,810 |
| FLAG FOOTBALL, JV/FROSH | 2,810 |
| GOLF, VARSITY | 3,177 |
| GOLF, JV | 2,810 |
| SOCCER, VARISTY | 3,177 |
| SOCCER, J.V. | 2,810 |
| SOCCER, FROSH | 2,810 |
| SOFTBALL, VARSITY | 4,132 |
| SOFTBALL, VARSITY ASST. | 3,177 |
| SOFTBALL, J.V. | 3,177 |
| SOFTBALL, FROSH | 2,810 |
| TENNIS, VARSITY | 3,177 |
| TENNIS, J.V. | 2,810 |
| TRACK, VARSITY HEAD | 4,132 |
| TRACK, VARSITY ASST. | 3,177 |
| VOLLEYBALL, VARSITY | 4,132 |
| VOLLEYBALL, J.V. | 3,177 |
| VOLLEYBALL FROSH | 2,810 |
| WRESTLING, VARSITY | 3,177 |
| WRESTLING, J.V. | 2,810 |

**COMBINED SPORTS**

| | |
|---|---|
| INTRAMURAL (7-8) | 758 |
| BADMINTON, VARSITY | 3,177 |
| BADMINTON, J.V. | 2,810 |
| E-SPORT | 3,177 |
| SWIMMING, VARSITY | 3,177 |
| COMPETITIVE CHEER | 3,177 |
| STUNT | 3,177 |

### II. NON-COACHING ASSIGNMENT

| | |
|---|---|
| ANNUAL | 2,983 |
| BANNER/FLAG | 2,983 |
| DRAMA | 2,983 |
| DRILL TEAM | 4,841 |
| MARCHING BAND | 4,841 |
| NEWSPAPER | 2,983 |
| PEP SQUAD | 4,841 |
| PEP SQUAD ASST. | 2,810 |
| SPEECH | 2,983 |
| VOCAL MUSIC | 2,983 |
| MID SCHL BAND | 758 |
| MID SCHL VOCAL | 758 |

SCHOOLWIDE PROD. (Based on formula below*)

*In addition, the principal may use 1.5 stipends for a school-wide production where music, drama, or dance are combined.

**INSTRUCTIONAL LEADERS / DEPT. HEADS**

| | |
|---|---|
| LESS THAN 25 SECTIONS | 1,493 |
| 26-50 SECTIONS | 2,983 |
| 51 SECTIONS OR MORE | 4,475 |
| ACTIVITIES DIRECTOR HIGH/SCH | 4,132 |
| ACTIVITIES DIRECTOR MID/SCH | 3,177 |
| INSTRUCTIONAL LEADER ELEM | 2,983 |
| ELEM. COMPUTER FACIL.* | 2,983 |

(* LIMIT OF 1 PER ELEM. SCHOOL)

| | |
|---|---|
| LEAD TEACHER- HEAD START | 2,983 |

**Effective 7/1/2024** **Increase: 1.5%**

# BELLFLOWER UNIFIED SCHOOL DISTRICT

## CERTIFICATED HOURLY SCHEDULE 2024-2025

| | TOTAL HOURLY |
|---|---|
| EXTRA PERIOD ASSIGNMENT | 1/6 of Daily Rate |
| DRIVER EDUCATION | $47.12 |
| GATE TEACHER | $47.12 |
| HOME TEACHER | $47.12 |
| EXTRA HOURLY ASSIGNMENT | $47.12 |
| ADULT EDUCATION | $49.29 |
| (Career Step) | $50.61 |
| SUMMER SCHOOL PAY FORMULA<br>Daily rate for summer school = teacher's 10thly rate / 30 | |
| CHILD DEVELOPMENT PROGRAM WEEKEND RATE | $21.26 |
| ASSOCIATE TEACHER (CDC PROGRAM) | $19.60 |

Increase 1.5%
Effective 7/1/2024

Appendix G

# Bellflower Unified School District

## MEDICAL INSURANCE OPT-OUT PLAN 1
## ACTIVE EMPLOYEE ANNUAL OPT-OUT FORM

### 2025 PLAN YEAR ELECTION

I hereby acknowledge that I am currently enrolled as either a subscriber or dependent on a medical insurance plan enabling me to participate in the Bellflower Unified School District Opt-Out Program.

I acknowledge that I must meet all qualifications to be eligible for health benefits from Bellflower Unified School District. This same eligibility allows for access to Opt-Out Plan 1.

By participating in the Bellflower Unified School District Opt-Out Plan 1, I fully understand that once this election is made, I will be unable to participate in the Bellflower medical (and dental/vision if applicable) insurance benefit during the year unless there is a qualifying event. I must contact the District within 30 days of my qualifying life event to enroll in a District medical plan. Proof of loss of coverage must be supplied. If I pass this 30-day window, I can enroll during the next open enrollment period.

I also understand that I must re-enroll at open-enrollment each year to continue to participate in Opt-Out Plan 1.

**Choose only one Opt-Out Option:**

☐ **Medical Only - $250 tenthly stipend** (prorated if electing after January 1)
☐ **Medical, Dental and Vision - $280 tenthly stipend** (prorated if electing after January 1)

**Newly Electing Participant Only:** I have attached proof of other coverage. I understand that acceptable proof is one of the following:

- Letter from medical insurance carrier
- Letter from employer where medical plan coverage enrollment is with

Please note that a copy of your insurance card is not acceptable documentation.

Name _____ Date _____

Signature _____ Marital Status _____

Home Phone Number _____ Social Security Number _____

Home Street Address _____

City _____ State _____ Zip _____

Personal Email Address _____

**NOTE: Incomplete forms will NOT be accepted. This is the ONLY form the District will accept. Do not submit older forms.**

Rev 09.23.23

Appendix H

## TANDEM EXAMPLES

| TEACHER | SALARY | HEALTH BENEFITS | STRS (8.25%) | TOTAL |
|---|---|---|---|---|
| A/100% | 76,420 | 11,238 | 6,304.65 | 93,962.65 |
| B/100% | 87,645 | 11,238 | 7,230.71 | 106,113.71 |
| **TOTAL FOR BOTH TEACHER** | | | | **200,076.36** |
| **TEACHER** | **SALARY** | **HEALTH BENEFITS** | **STRS (8.25%)** | **TOTAL** |
| **A/50%** | 38,210 | 11,238 | 3,152.33 | 52,600.33 |
| **B/50%** | 43,823 | 11,238 | 3,615.36 | 58,675.86 |
| NEW TEACHER | 59,387 | 11,238 | 4,899.43 | 75,524.43 |
| **TOTAL FOR BOTH TEACHER AND NEW TEACHER** | | | | **186,800.61** |
| TOTAL FOR BOTH TEACHERS | | | **200,076.36** | |
| TOTAL BOTH TEACHERS AND NEW TEACHER | | | **186,800.61** | |
| **QUALIFIES** | | | **13,275.75** | |

| TEACHER | SALARY | HEALTH BENEFITS | STRS (8.25%) | TOTAL |
|---|---|---|---|---|
| A/100% | 76,420 | 11,238 | 6,304.65 | 93,962.65 |
| B/100% | 87,645 | 11,238 | 7,230.71 | 106,113.71 |
| **TOTAL FOR BOTH TEACHER** | | | | **200,076.36** |
| **TEACHER** | **SALARY** | **HEALTH BENEFITS** | **STRS (8.25%)** | **TOTAL** |
| **A/60%** | 45,852 | 11,238 | 3,782.79 | 60,872.79 |
| **B/40%** | 52,587 | 0 | 4,338.43 | 56,925.43 |
| NEW TEACHER | 59,387 | 11,238 | 4,899.43 | 75,524.43 |
| **TOTAL FOR BOTH TEACHER AND NEW TEACHER** | | | | **193,322.65** |
| TOTAL FOR BOTH TEACHERS | | | **200,076.36** | |
| TOTAL BOTH TEACHERS AND NEW TEACHER | | | **193,322.65** | |
| **QUALIFIES** | | | **6,753.72** | |

| TEACHER | SALARY | HEALTH BENEFITS | STRS (8.25%) | TOTAL |
|---|---|---|---|---|
| A/100% | 53,443 | 11,238 | 4,409.05 | 69,090.05 |
| B/100% | 62,110 | 11,238 | 5,124.08 | 78,472.08 |
| **TOTAL FOR BOTH TEACHER** | | | | **147,562.12** |
| **TEACHER** | **SALARY** | **HEALTH BENEFITS** | **STRS (8.25%)** | **TOTAL** |
| **A/50%** | 26,722 | 11,238 | 2,204.52 | 40,164.02 |
| **B/50%** | 31,055 | 11,238 | 2,562.04 | 44,855.04 |
| NEW TEACHER | 59,387 | 11,238 | 4,899.43 | 75,524.43 |
| **TOTAL FOR BOTH TEACHER AND NEW TEACHER** | | | | **160,543.49** |
| TOTAL FOR BOTH TEACHERS | | | **147,562.12** | |
| TOTAL BOTH TEACHERS AND NEW TEACHER | | | **160,543.49** | |
| **DOES NOT QUALIFY** | | | **-$12,981.37** | |

# BUSD 2025-2026 SCHOOL ATTENDANCE CALENDAR

Appendix I

| Month | | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | SCHOOL YEAR STUDENTS | TEACHERS | HOLIDAYS | NON CONTRACTED DAYS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Jul 1 - Jul 4/2025 | | | | | | | | | | | | | | | | | ~~1~~ | ~~2~~ | ~~3~~ | ~~4~~ | 0 | 0 | 0 | 4 |
| | Jul 7 - Aug 01/2025 | ~~7~~ | ~~8~~ | ~~9~~ | ~~10~~ | ~~11~~ | ~~14~~ | ~~15~~ | ~~16~~ | ~~17~~ | ~~18~~ | ~~21~~ | ~~22~~ | ~~23~~ | ~~24~~ | ~~25~~ | ~~28~~ | ~~29~~ | ~~30~~ | ~~31~~ | ~~1~~ | 0 | 0 | 0 | 20 |
| 1 | Aug 04 - Aug 29/2025 | 4 | 5 | 6 | 7 | 8 | | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | 10 | 14 | 0 | 7 |
| 2 | Sep 01 - Sep 26/2025 | SEP 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 19 | 19 | 1 | 0 |
| 3 | Sep 29 - Oct 24/2025 | 29 | 30 | OCT 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 20 | 20 | 0 | 0 |
| 4 | Oct 27 - Nov 21/2025 | 27 | 28 | 29 | 30 | 31 | NOV 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 18 | 18 | 1 | 1 |
| 5 | Nov 24 - Dec 19/2025 | 24 | 25 | 26 | 27 | 28 | DEC 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 15 | 15 | 2 | 3 |
| | | 22 | 23 | 24 | 25 | 26 | | | | | | | | | | | | | | | | 0 | 0 | 2 | 3 |
| 6 | Dec 29 - Jan 23/2026 | 29 | 30 | 31 | JAN 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 13 | 14 | 3 | 3 |
| 7 | Jan 26 - Feb 20/2026 | 26 | 27 | 28 | 29 | 30 | FEB 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 18 | 18 | 2 | 0 |
| 8 | Feb 23 - Mar 20/2026 | 23 | 24 | 25 | 26 | 27 | MAR 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 19 | 19 | 0 | 1 |
| 9 | Mar 23 - Apr 17/2026 | 23 | 24 | 25 | 26 | 27 | 30 | 31 | APR 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 15 | 15 | 0 | 5 |
| 10 | Apr 20 - May 15/2026 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | MAY 1 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 20 | 20 | 0 | 0 |
| 11 | May 18 - June 12/2026 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | JUNE 1 | 2 | 3 | 4 | 5 | ~~8~~ | ~~9~~ | ~~10~~ | ~~11~~ | ~~12~~ | 13 | 14 | 1 | 5 |
| | | | | | | | | | | | | | | | | | | | | TOTALS | | 180 | 186 | 12 | 52 |

NEW TEACHERS 187

| | |
|---|---|
| LABOR DAY | SEPTEMBER 1, 2025 |
| VETERANS DAY | NOVEMBER 11, 2025 |
| THANKSGIVING | NOVEMBER 27/28, 2025 |
| CHRISTMAS | DECEMBER 24/25, 2025 |
| NEW YEAR'S EVE | DECEMBER 31, 2025 |
| NEW YEAR'S DAY | JANUARY 1, 2026 |
| MARTIN LUTHER KING DAY | JANUARY 19, 2026 |
| LINCOLN'S BIRTHDAY | FEBRUARY 13, 2026 |
| PRESIDENT'S DAY | FEBRUARY 16, 2026 |
| SPRING BREAK | APRIL 6 -APRIL 10, 2026 |
| MEMORIAL DAY | MAY 25, 2026 |

- STUDENTS FIRST/LAST DAY
- NEW TEACHERS START
- HOLIDAYS
- SCHOOL CLOSED
- TRIMESTER
- QUARTER
- PD
- TEACHERS FIRST/LAST DAY

| | |
|---|---|
| 1st Quarter | 39 |
| 2nd Quarter | 43 |
| 3rd Quarter | 45 |
| 4th Quarter | 53 |
| | 180 |

| | |
|---|---|
| Trimester 1 | 62 |
| Trimester 2 | 56 |
| Trimester 3 | 62 |
| | 180 |

Appendix J

# SHS, IS & Re-Entry 2025 - 2026 CALENDAR

SCHOOL YEAR

| Month | | First Week | | | | | Second Week | | | | | Third Week | | | | | Fourth Week | | | | | STUDENTS | TEACHERS | HOLIDAYS | NON CONTRACTED DAYS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | | | | |
| | July 1 -Jul 4/2025 | | | | | | | | | | | | | | | | | JUL ~~1~~ | ~~2~~ | ~~3~~ | ~~4~~ | 0 | 0 | 0 | 4 |
| 1 | July 7- Aug 01/2025 | ~~7~~ | ~~8~~ | ~~9~~ | ~~10~~ | ~~11~~ | 14 | 15 | 16 | 17 | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | 31 | AUG 1 | 13 | 15 | 0 | 7 |
| 2 | Aug 4 - Aug 29/2025 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | 17 | 20 | 0 | 0 |
| 3 | Sept 1 - Sept 26/2025 | SEP 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 14 | 14 | 1 | 5 |
| 4 | Sept 29 - Oct 24/2025 | 29 | 30 | OCT 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 10 | 10 | 0 | 10 |
| 5 | Oct 27 - Nov 21/2025 | 27 | 28 | 29 | 30 | 31 | NOV 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 18 | 18 | 1 | 1 |
| 6 | Nov 24 - Dec 19/2025 | 24 | 25 | 26 | 27 | 28 | DEC 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 15 | 15 | 2 | 3 |
| | | 22 | 23 | 24 | 25 | 26 | | | | | | | | | | | | | | | | 0 | 0 | 2 | 3 |
| 7 | Dec 29 - Jan 23/2026 | 29 | 30 | 30 | JAN 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 13 | 14 | 3 | 3 |
| 8 | Jan 26 - Feb 20/2026 | 26 | 27 | 28 | 29 | 30 | FEB 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 18 | 18 | 2 | 0 |
| 9 | Feb 23 - Mar 20/2026 | 23 | 24 | 25 | 26 | 27 | MAR 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 19 | 19 | 0 | 1 |
| 10 | Mar 23 - Apr 17/2026 | 23 | 24 | 25 | 26 | 27 | 30 | 31 | APR 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 10 | 10 | 0 | 10 |
| 11 | Apr 20 - May 15/2026 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | MAY 1 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 20 | 20 | 0 | 0 |
| 12 | May 18 - June 12/2026 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | JUNE 1 | 2 | 3 | 4 | ~~5~~ | ~~8~~ | ~~9~~ | ~~10~~ | ~~11~~ | ~~12~~ | 13 | 13 | 1 | 6 |
| | | | | | | | | | | | | | | | | | | | | | TOTALS | **180** | **186** | **12** | **53** |

| | |
|---|---|
| LABOR DAY | SEPTEMBER 1, 2025 |
| VETERANS DAY | NOVEMBER 11, 2025 |
| THANKSGIVING | NOVEMBER 27/28, 2025 |
| CHRISTMAS | DECEMBER 24/25, 2025 |
| NEW YEAR'S EVE | DECEMBER 31, 2025 |
| NEW YEAR'S DAY | JANUARY 1, 2026 |
| MARTIN LUTHER KING DAY | JANUARY 19, 2026 |
| LINCOLN'S BIRTHDAY | FEBRUARY 13, 2026 |
| PRESIDENT'S DAY | FEBRUARY 16, 2026 |
| SPRING BREAK | APRIL 6-APRIL 10, 2026 |
| MEMORIAL DAY | MAY 25, 2026 |

- STUDENTS FIRST/LAST DAY
- HOLIDAYS
- SCHOOL CLOSED
- INTERSESSION
- PD
- TEACHERS' FIRST/LAST DAY

**BLOC DATES 2025-2026**

| BLOC | DAYS | DATES | BLOC | DAYS | DATES |
|---|---|---|---|---|---|
| 1 | 20 | 07/16/25-08/15/25 | 5 | 23 | 01/06/26-02/06/26 |
| 2 | 19 | 08/18/25-09/12/25 | 6 | 22 | 02/09/26-03/12/26 |
| 3 | 25 | 09/15/25-11/07/25 | 7 | 25 | 03/16/26-05/01/26 |
| 4 | 23 | 11/12/25-12/19/25 | 8 | 23 | 05/04/26-06/04/26 |

**Revised 05/14/2025**

# BAE 2025-2026 SCHOOL ATTENDANCE CALENDAR

Appendix K

| Month | | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | SCHOOL YEAR STUDENTS | TEACHERS | HOLIDAYS | NON CONTRACTED DAYS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Jul 1 - Jul 4/2025 | | | | | | | | | | | | | | | | | ~~1~~ | ~~2~~ | ~~3~~ | ~~4~~ | 0 | 0 | 0 | 4 |
| | Jul 7 - Aug 01/2025 | ~~7~~ | ~~8~~ | ~~9~~ | ~~10~~ | ~~11~~ | ~~14~~ | ~~15~~ | ~~16~~ | ~~17~~ | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | 31 | 1 | 11 | 11 | 0 | 9 |
| 1 | Aug 04 - Aug 29/2025 | 4 | 5 | 6 | 7 | 8 | | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | 17 | 19 | 0 | 0 |
| 2 | Sep 01 - Sep 26/2025 | SEP 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 19 | 19 | 1 | 0 |
| 3 | Sep 29 - Oct 24/2025 | 29 | 30 | OCT 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 20 | 20 | 0 | 0 |
| 4 | Oct 27 - Nov 21/2025 | 27 | 28 | 29 | 30 | 31 | NOV 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 18 | 18 | 1 | 1 |
| 5 | Nov 24 - Dec 19/2025 | 24 | 25 | 26 | 27 | 28 | DEC 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 15 | 15 | 2 | 3 |
| | | 22 | 23 | 24 | 25 | 26 | | | | | | | | | | | | | | | | 0 | 0 | 2 | 3 |
| 6 | Dec 29 - Jan 23/2026 | 29 | 30 | 31 | JAN 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 13 | 14 | 3 | 3 |
| 7 | Jan 26 - Feb 20/2026 | 26 | 27 | 28 | 29 | 30 | FEB 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 18 | 18 | 2 | 0 |
| 8 | Feb 23 - Mar 20/2026 | 23 | 24 | 25 | 26 | 27 | MAR 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 19 | 19 | 0 | 1 |
| 9 | Mar 23 - Apr 17/2026 | 23 | 24 | 25 | 26 | 27 | 30 | 31 | APR 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 15 | 15 | 0 | 5 |
| 10 | Apr 20 - May 15/2026 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | MAY 1 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 20 | 20 | 0 | 0 |
| 11 | May 18 - June 12/2026 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | JUNE 1 | 2 | 3 | 4 | 5 | ~~8~~ | ~~9~~ | ~~10~~ | ~~11~~ | ~~12~~ | 13 | 14 | 1 | 5 |
| | | | | | | | | | | | | | | | | | | | | TOTALS | | 198 | 202 | 12 | 34 |
| | | | | | | | | | | | | | | | | | | | | NEW TEACHERS | | | 203 | | |

| | |
|---|---|
| LABOR DAY | SEPTEMBER 1, 2025 |
| VETERANS DAY | NOVEMBER 11, 2025 |
| THANKSGIVING | NOVEMBER 27/28, 2025 |
| CHRISTMAS | DECEMBER 24/25, 2025 |
| NEW YEAR'S EVE | DECEMBER 31, 2025 |
| NEW YEAR'S DAY | JANUARY 1, 2026 |
| MARTIN LUTHER KING DAY | JANUARY 19, 2026 |
| LINCOLN'S BIRTHDAY | FEBRUARY 13, 2026 |
| PRESIDENT'S DAY | FEBRUARY 16, 2026 |
| SPRING BREAK | APRIL 6 -APRIL 10, 2026 |
| MEMORIAL DAY | MAY 25, 2026 |

- STUDENTS FIRST/LAST DAY
- NEW TEACHERS START
- HOLIDAYS
- SCHOOL CLOSED
- TRIMESTER
- QUARTER
- PD
- TEACHERS FIRST/LAST DAY
- BAE STUDENTS FIRST/LAST DAY INTERSESSION

| | |
|---|---|
| **Intersession** | 18 |
| **1st Quarter** | 39 |
| **2nd Quarter** | 43 |
| **3rd Quarter** | 45 |
| **4th Quarter** | 53 |
| | 198 |

| | |
|---|---|
| **Trimester 1** | 62 |
| **Trimester 2** | 56 |
| **Trimester 3** | 62 |
| | 180 |

Appendix L

# BUSD 2025-2026 PRESCHOOL ATTENDANCE CALENDAR

SCHOOL YEAR

| Month | | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | MON | TUE | WED | THU | FRI | STUDENTS | TEACHERS | HOLIDAYS | CONTRACTED NON DAYS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Jul 1 - Jul 4/2025 | | | | | | | | | | | | | | | | | 1 | 2 | 3 | 4 | 0 | 0 | 0 | 4 |
| | Jul 7 - Aug 01/2025 | 7 | 8 | 9 | 10 | 11 | 14 | 15 | 16 | 17 | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | 31 | 1 | 0 | 0 | 0 | 20 |
| 1 | Aug 04 - Aug 29/2025 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | 9 | 15 | 0 | 0 |
| 2 | Sep 01 - Sep 26/2025 | SEP 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 19 | 19 | 1 | 0 |
| 3 | Sep 29 - Oct 24/2025 | 29 | 30 | OCT 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 20 | 20 | 0 | 0 |
| 4 | Oct 27 - Nov 21/2025 | 27 | 28 | 29 | 30 | 31 | NOV 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 18 | 18 | 1 | 1 |
| 5 | Nov 24 - Dec 19/2025 | 24 | 25 | 26 | 27 | 28 | DEC 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 15 | 15 | 2 | 3 |
| | | 22 | 23 | 24 | 25 | 26 | | | | | | | | | | | | | | | | 0 | 0 | 2 | 3 |
| 6 | Dec 29 - Jan 23/2026 | 29 | 30 | 31 | JAN 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 13 | 14 | 3 | 3 |
| 7 | Jan 26 - Feb 20/2026 | 26 | 27 | 28 | 29 | 30 | FEB 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 18 | 18 | 2 | 0 |
| 8 | Feb 23 - Mar 20/2026 | 23 | 24 | 25 | 26 | 27 | MAR 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 19 | 19 | 0 | 1 |
| 9 | Mar 23 - Apr 17/2026 | 23 | 24 | 25 | 26 | 27 | 30 | 31 | APR 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 15 | 15 | 0 | 5 |
| 10 | Apr 20 - May 15/2026 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | MAY 1 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 20 | 20 | 0 | 0 |
| 11 | May 18 - June 12/2026 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | JUNE 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 12 | 14 | 1 | 5 |
| | | | | | | | | | | | | | | | | | | | | TOTALS | | 178 | 187 | 12 | 45 |

| | |
|---|---|
| LABOR DAY | SEPTEMBER 1, 2025 |
| VETERANS DAY | NOVEMBER 11, 2025 |
| THANKSGIVING | NOVEMBER 27/28, 2025 |
| CHRISTMAS | DECEMBER 24/25, 2025 |
| NEW YEAR'S EVE | DECEMBER 31, 2025 |
| NEW YEAR'S DAY | JANUARY 1, 2026 |
| MARTIN LUTHER KING DAY | JANUARY 19, 2026 |
| LINCOLN'S BIRTHDAY | FEBRUARY 13, 2026 |
| PRESIDENT'S DAY | FEBRUARY 16, 2026 |
| SPRING BREAK | APRIL 6 -APRIL 10, 2026 |
| MEMORIAL DAY | MAY 25, 2026 |

- STUDENTS FIRST/LAST DAY
- HOLIDAYS
- SCHOOL CLOSED
- PD
- TEACHERS FIRST/LAST DAY