
**Tentative Agreement
Between
Buena Park School District & Buena Park Teachers Association**

The Buena Park School District and Buena Park Teachers Association have reached a tentative agreement on the 2025-2026 collective bargaining for the following articles, appendices, and Memorandum of Understanding that are attached:

- Article 39 - Maintenance of Benefits and Completion of Meet and Negotiation
 - Sections: 39.2 & 39.3
- Article 3 - Association Rights
 - Sections: 3.5.1, 3.5.2, 3.7 & 3.9
- Article 4 - Definitions
 - Sections: 4.2, 4.7, & 4.9
- Article 8 - Salaries
 - Sections: Intro Language, 8.1, 8.7, 8.8, 8.9, 8.11, 8.13, & 8.14
- Article 27 - Transfer
 - Sections: 27.1.1, 27.1.6, 27.5, & 27.8.2
- Article 28 - Reassignment
 - Sections: 28.3
- Article 29 - Layoff for Economic Necessity
 - Sections: 29.3.3
- Article 32 - Safety Conditions of Employment
 - Sections: 32.1 & 32.4
- Article 22 Preretirement Part-Time Employment Program
 - Previously embedded in Article 23 & rewording for clarification
 - Including new Appendix 15: Administrative Regulation 4317.11
- Article 23 Voluntary Early Retirement/ Continued Service Option
 - Replacing existing language with new language for clarification
- Article 10 - Leaves
 - Reformatting entire article, combining previous articles 11 - 22, 33, & 37, reordering content, and adding two new sections
- Article 40 - Peer Assistance & Review (PAR) Program
 - Sections: Entire Article
- Contract Terminology Clean Up
 - Teacher to Unit Member Terminology
 - His/Her to They/Them Terminology
- Appendices
 - Formatting of Appendix: 2, 3a, 3b, & 10b
 - Language/Content Updates of Appendix: 1 & 4
- Memorandum of Understanding - Elementary Planning Time for 2026-2027



SIGNATURES

For BPTA:

For BPSD

Carol Bright 5/05/26
Carol Bright,
BPTA President

Paul Deines 05/05/26
Paul Deines,
Chief Personnel Officer

Christina Beltran 05/05/26
Christina Beltran,
BPTA Bargaining Chair

Sandra Poteet 5/5/26
Sandra Poteet
Asst. Superintendent, Business & Ops.

Tentative Agreement Language

39.2 The term of this agreement shall be July 1, ~~2023~~ 2025 through June 30, ~~2025~~ 2026. Where so effective, it shall continue in effect until midnight, June 30, ~~2025~~ 2026, at which time either party may terminate this contract by notifying the other party, in writing, at least ninety (90) days prior to June 30, ~~2025~~ 2026, of its intention to terminate this contract. If no such notification of termination is given, this contract shall automatically continue in full force and effect after June 30, ~~2025~~ 2026, for successive renewal periods of one (1) year each, subject to the right of either party to terminate this contract at the end of any such renewal period by notifying the other party, in writing, at least ninety (90) days prior to the end of such renewal period, of its intention to terminate this contract.

~~39.3 The District and BPTA agree to three (3) reopener articles each for the 2024-2025 contract year.~~

Add 3.5.1 - Combining MOU from appendix 8 into the contract language.

In accordance with the passage of Assembly Bill 119, Chapter 21, Statutes of 2017, the parties agree to the following terms with respect to dissemination of employee records, and the exclusive representatives access to employees during existing onboarding, new employee orientation processing:



In addition to the provisions set forth in Article 3.5 of the contract between the parties, the District shall provide to the Association the name, job title, department, work location, work, home and personal cellular telephone number, personal email addresses on file with the employer, and home address of newly hired employees within thirty (30) days of hire, or by the first pay period of the month following hire.

The District shall provide the Association at least ten (10) days advanced notice of all new employee orientations, including single hires, except in specific instances where such notice is not reasonably foreseeable. The Association shall be provided with a minimum of thirty (30) minutes access during the District's new employee orientation process.

Add 3.5.2 - A seniority list of all certificated unit members ranked by seniority date, including those in temporary and probationary status, will be provided by the district to the association President by November 1st.

3.7 Before the first duty day, all employees covered by this contract shall be informed of all existing district-formed committees in the areas of curriculum and instruction, textbook and materials selection, categorical funding, discipline, test and measurements and any committees related to teacher unit member participation. All employees have the right to indicate a preference on which committees they would like to serve. A copy of the current Committee Pillars will be provided to the Association at the beginning of each school year.

3.9 Buena Park Teachers Association to submit a list of five (5) teachers representatives when notified and requested by Human Resources from which the Superintendent or designee will consider and select an individual to serve on any panel involving the hiring of instructional assistants or any other positions as recommended by Human Resources. ~~provided this can be done without hiring a substitute.~~

4.2 "Workdays" mean days during which unit members are required to be in attendance, not to exceed 185 days ~~(4/99)~~ for returning teachers and counselors and 187 days ~~(4/99)~~ for new teachers and counselors. The work year for psychologists shall be 191 days, and school nurses shall be 190 days, eleven (11) days longer than the teacher work year.

4.7 "Immediate family" means the mother, father, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, or father-in-law of the employee or spouse of the employee, spouse, registered domestic partner, grandparent, grandchild, uncle, aunt, any person who has served as foster parents and legal guardian to the unit member, or other person or persons living in the immediate household of the unit member. ~~(6/17)~~ Permission to use this policy for other relatives because of extenuating circumstances may be granted by the Superintendent.

4.9 ~~"His" refers to both male and female employees who are included in the~~



~~appropriate unit. For grammatical purposes within the contract, employees may be referred to as they/them. They/them can refer to a single employee or group of employees.~~

ARTICLE 8 – SALARIES (See Appendix #1)

A. The current salary schedule will be increased as follows:

1. Two ~~and a quarter~~ percent (2.25%), effective July 1, ~~2024~~ 2025, for all steps.

2. Salary schedule fixes, effective July 1, 2026.

3. Effective with the approval of this contract, all certificated employee yearly step advancement and longevity increment eligibility dates that were not on July 1 will be moved forward to July 1.

~~B. The Nurses' Salary Schedule will be enhanced, and workdays will be reduced to 190. A new column for holding a master's degree is added, effective July 1, 2023.~~

~~C. The Psychologists' Salary Schedule will be enhanced, and workdays will be reduced to 191, effective July 1, 2023.~~

Add to Article 8, Section 8.5.1

8.5.1 Effective July 1, 2025 yearly step advancement and longevity increment eligibility will be as follows:

8.5.1.1 To be eligible for movement on the salary schedule in terms of both a yearly step advancement and/or a longevity increment, an unit member must serve seventy five percent (75%) of the actual work days in a school year for the position assigned. Paid leave, regardless of qualifying purpose, shall be counted toward fulfilling the seventy five percent (75%) threshold.

8.5.1.2 Unit members whose daily assignment is less than a full-time assignment for the position but at least the hourly equivalent of forty (40%) percent or more, shall be eligible for a step adjustment every two years when the two years combined exceed seventy five percent (75%)

8.5.1.3 Unit members whose job share assignment is less than seventy five percent (75%) of the actual work days in the year for the position, shall be eligible for a yearly step advancement when the combined time reaches the equivalent of a year.

8.7 Special Assignment Salary Schedule

The following ~~teachers~~ unit members shall receive a five percent (5%) job classification factor: special education teachers, resource specialists, resource teachers, education specialists, and speech therapists/pathologists. ~~(6/17). The salary of district psychologists shall be calculated by adding fifteen percent (15%).~~

8.8 Traveling Unit Members



Unit members who may be requested to use their own automobiles in the performance of their duties and unit members who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate established by the Internal Revenue Service (IRS) per mile (2/99). A psychologist that provides services to more than eighty percent (80%) of the district's NPS/NPA County caseload shall receive a \$125 per month mileage stipend in lieu of actual mileage reimbursement.

8.9 Unit members required to work beyond the normal working day will be paid at the rate of \$50.00 per hour ~~effective July 1, 2023, for all District approved extra duties, including but not limited to: curriculum workshops, afterschool sports, special assignments, and tutoring/intervention programs.~~

~~for the following activities:~~

- ~~-Curriculum workshops sponsored by the District~~
- ~~-After school sports program~~
- ~~-Special assignments~~
- ~~-Tutoring and Intervention programs~~

Such paid assignments must have prior approval of the Superintendent or designee.

8.11 - ~~Summer school teachers~~ Unit Members assigned to summer school shall work five (5) hours per day at the rate of \$50.00 per hour. ~~effective July 1, 2023. Unit Members who are assigned to Extended School Year (ESY) summer school shall receive the special services 5% job classification factor. Preschool ESY unit members shall work four (4) hours per day. The summer school and ESY work day shall include thirty (30) minutes before and thirty (30) minutes after student hours, within the 4 or 5 hour assignment, dedicated to teacher planning and preparation.~~

8.13 - ~~Teachers~~ Unit Members who participate in a school approved overnight educational program, ~~conducted during calendared instructional days~~, shall receive a stipend of ~~\$100~~ \$150 per day.

8.14 ~~The District will pay teachers on special assignment their individual daily rate for days worked in excess of their contract year. (9/99)~~

27.1.1 A transfer refers to any action which results in the movement of a teacher from one school to another. Except for a unit member permanently assigned as an RSP teacher within a full inclusion program or providing classroom instruction in Tier II or III interventions, all other RSP teachers may, at the discretion of the District, be reassigned to an "Itinerant" position when their home school case load falls below ~~twenty-five (25)~~ twenty-three (23). Such reassignment shall not constitute a transfer. Should this occur, the unit member will be provided sufficient time for travel to allow for the full contractual lunch period, prep period (if any), and all other rights and benefits accorded by the agreement. If the unit member's home school case load returns to ~~twenty-five (25)~~ twenty-three (23) for greater than three (3) weeks, the teacher's "Itinerant" status shall be rescinded and the unit member will be reassigned full time at their home site. The ~~Sum's Grant~~ Multi-Tiered Systems of Support (MTSS) team will examine the definition of Tier II and Tier III interventions and, if deemed



necessary, provide a new definition of these terms. (6/17)

27.1.6 Instructional needs of the District refers to credential, experience, specific skills if needed for the vacancy, language proficiency if required for the vacancy, ~~and ethnicity as required by law.~~

27.5 Special Education

Prior to the ~~beginning~~ end of each school year, the District will meet with the **teachers unit members** of each category of special education in a an in-person, group meeting to schedule equitable staffing ratios and assignments and to receive input from those **teachers unit members** involved. Virtual attendance options shall be made available as needed for any members or administrators who are unable to attend in-person due to emergency or prior requested and approved accommodation. Correspondingly, an administrative designee shall be in-person if the primary administrator hosting the meeting is attending virtually. An Association representative may be present at the request of any of the employees. No changes shall be made that are arbitrary, capricious, disciplinary, or punitive.

27.8.2 If a transfer occurs during the school year, the **teacher unit member** shall be granted ~~one (1)~~ three (3) days of paid leave to prepare for the assignment.

28.3 Unit members who are required to change permanent classroom assignments during the school year, or who experience a reassignment which will take place after the first ten (10) days of school, shall be granted ~~one (1)~~ up to two (2) days without instructional responsibilities to facilitate the change or move based on the following conditions:

- two (2) days if reassigned to a different classroom
- one (1) day if reassigned in the same classroom

29.3.3 A preliminary list of all certificated employees ordered by the first day of paid service in a probationary status, identifying unit members, work location, assignment and primary credential held. Appendix ~~7~~ 6 provides summary information concerning selected statutory rights for certificated unit members in accordance with the California Education Code as of the time of this Agreement.

32.1 Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor. Employees shall complete reports required by the District relating to the violations described herein. Employees may also report incidents of abuse, assault or battery to the appropriate law enforcement agency. It shall be the responsibility of the employee and principal to report an incident to the appropriate law enforcement agency.

32.4 **Teachers Unit members** shall report any evidence of ~~overt unsafe~~ student behavior to the principal. Appropriate steps shall be taken to correct such behavior.



ARTICLE 22 - PRERETIREMENT PART-TIME EMPLOYMENT PROGRAM

Any unit member may reduce their workload from full time to part time in accordance with the District Regulation, AR 4317.11. This regulation, which is attached hereto as Appendix 15 and incorporated herein by this reference, sets out the conditions for eligibility and terms of the reduced work program.

APPENDIX 15

Regulation 4317.11: Preretirement Part-Time Employment

Original Adopted Date: 01/27/2003 | Last Revised Date: 09/14/2020 | Last Reviewed Date: 09/14/2020

Status: ADOPTED

When the Governing Board has adopted the reduced workload program, any certificated employee may reduce his/her workload from full time to part time in accordance with applicable law, district regulations, and collective bargaining agreement.

Any such certificated employee who is a member of the defined benefit program of the California State Teachers' Retirement System (STRS) may continue to receive the service credits and maintain the retirement and health and welfare benefits that he/she would have received if employed on a full-time basis, provided the following conditions exist: (Education Code 22713, 44922)

1. The option to reduce the employee's workload shall be exercised at the request of the employee and the agreement to reduce the workload shall be in effect at the beginning of the school year.
2. Prior to the reduction in workload, the employee shall have a minimum of 10 years of credited service, of which the immediately preceding five years shall be full-time employment.
3. The employee shall not have had a break in service during the five years immediately preceding the reduction in workload. Sabbaticals, other approved leaves of absence, and unpaid absences from full-time employment for personal reasons shall not constitute a break in service. However, any period of time during which an employee is retired shall constitute a break in service and the employee shall be required to be employed to perform creditable service on a full-time basis for at least five school years preceding the workload reduction if he/she reinstates from retirement.
4. The employee shall have reached the age of 55 years prior to the workload reduction.
5. The employee shall not hold a position with a salary above that of a school principal.
6. The reduced workload shall be equal to at least one-half of the time the district requires for full-time employment, in accordance with Education Code 22138.5, pursuant to the employee's contract of employment during their last year of full-time employment preceding the reduction in workload.
7. The employee shall be paid compensation that is the pro rata share of the creditable



compensation they would have earned had they not reduced their workload.

8. For each school year that the employee's workload is reduced, the district and/or employee shall make any payment or contribution necessary for the employee's retention of a benefit to which they are entitled if employed full time, in the same manner as if the employee were employed full time.
9. The agreement may be revoked only by mutual consent of the employee and the district.

However, an employee who has entered into a formalized agreement with the district to have their contribution into the defined benefit program paid (picked up) by the district may not terminate the agreement to reduce their workload except by one of the following:

- a. Terminating their service
 - b. Retiring from service under the defined benefit program
 - c. Continuing to perform creditable service under a new reduced workload arrangement for at least one-half of the time the district requires for full-time employment in accordance with Education Code 22138.5
 - d. Returning to full-time employment
10. The period of the reduced workload shall not exceed 10 years.

Prior to the reduction of an employee's workload, the Superintendent shall verify the employee's eligibility in conjunction with the administrative staff of STRS and/or the Public Employees' Retirement System. (Education Code 22713)

The Superintendent shall maintain the necessary records to separately identify each employee who participates in the reduced workload program. (Education Code 22713)

After determining that it is in the best interest of the district, the Governing Board may allow any certificated employee who is not eligible to reduce their workload pursuant to Education Code 22713 and 44922 to reduce their workload from full time to part time. In any such case, the Governing Board shall specify the terms and conditions under which the reduction in workload shall take place.

ARTICLE 23 - VOLUNTARY EARLY RETIREMENT/ CONTINUED SERVICE OPTION

23.1 Qualifications

~~23.1.1 An employee would be eligible for the voluntary early retirement program by serving satisfactorily in the District for a minimum of fifteen (15) years.~~

~~23.1.2 Only persons who have attained the age of fifty-five (55) shall be eligible for this program.~~

~~23.1.3 Employee opting for this program will be denied employment each year for cause only. The limit an employee could work is five (5) years or age~~



~~sixty-five (65), whichever comes first.~~

~~23.1.4 Participation in the program must be approved by the School Board prior to the retirement.~~

~~23.1.5 The Reduced Workload Retirement Program (Willie Brown) is available to certificated employees.~~

23.2 Function

~~23.2.1 A certificated employee would be utilized in a position mutually agreed upon by the District and the employee for a maximum of thirty (30) days per year for a total of \$6,000.00 (\$200.00 per day). In the event the employee is called to duty and fails to report without a valid reason, the employee's salary would be reduced by \$200.00 for any day less than the thirty (30) days. Activities the teacher might participate in would vary with the individual, but in general include:~~

~~23.2.1.1 Working on staff development and inservice programs~~

~~23.2.1.2 Helping with testing programs~~

~~23.2.1.3 Compiling test data as it relates to reading and math profiles~~

~~23.2.1.4 Orienting and providing assistance to staff~~

~~23.2.1.5 Upgrading curriculum guides and other learning materials, and~~

~~23.2.1.6 Any other project that would be mutually agreed upon by the retiree~~

~~23.2.1.7 Substitute teacher~~

~~23.3 The certificated employee may work longer than thirty (30) days as mutually agreed but at the regular substitute pay rate. Certificated employees requesting substitute work must, at the discretion of the District, submit results of a physical examination from a doctor selected by the District. (The physical is to be paid by the District.)~~

Upon meeting the criteria outlined herein, a unit member who tenders a letter of retirement from the District is eligible to participate in a continued service option and be assigned to perform functions as outlined in the sections below.

23.1 Qualifications

23.1.1 A unit member would be eligible for the voluntary early retirement program by serving satisfactorily in the District for a minimum of ten (10) years.

23.1.2 Only unit members who have attained the age of fifty-five (55) shall be eligible for this program.

23.1.3 Participation in the program must be approved by the School Board prior to the retirement.

23.2 Function

23.2.1 A participant would be utilized in a position mutually agreed upon by the District and the Participant for a maximum of thirty (30) days per year for a



total of \$6,000 (\$200 per day). In the event a participant is called to duty and fails to report without a valid reason, the Participant's salary will be reduced by \$200.00 for any day less than the thirty (30) days. Activities the participant might participate will vary with the individual, but in general include:

23.2.1.1 Working on staff development and inservice programs;

23.2.1.2 Helping with testing programs;

23.2.1.3 Compiling test data as it relates to reading and math profiles;

23.2.1.4 Orienting and providing assistance to staff;

23.2.1.5 Upgrading curriculum guides and other learning materials; and

23.2.1.6 Any other project that would be mutually agreed upon by the retiree;

23.2.1.7 Substitute teacher.

23.3 A participant may work longer than (30) days as mutually agreed but at the regular substitute pay rates. Participants requesting substitute work must, at the discretion of the District, submit results of a physical examination from a doctor selected by the District. (The physical is to be paid by the District.)

23.4 Participants opting for this program can be denied continued eligibility to each year, for cause only. Participation in the program is limited (5) five years or until he/she reaches the age of sixty-five (65), whichever comes first.

ARTICLE 10 Table of Contents

ARTICLE 10 – LEAVE PROVISIONS.....	
SECTION 10.1 - SICK LEAVE.....	
SECTION 10.2 - VERIFICATION OF ILLNESS (<i>previously Article 11</i>).....	
SECTION 10.3 - REPORTING EMPLOYEE ABSENCES (<i>previously Article 18</i>).....	
SECTION 10.4 - PERSONAL NECESSITY LEAVE (<i>previously Article 12</i>).....	
SECTION 10.5 - LEAVE OF ABSENCE – SPECIAL (<i>previously Article 15</i>).....	
SECTION 10.6 -ABSENCE DUE TO BEREAVEMENT (<i>previously Article 13</i>).....	
<u>SECTION 10.7 - REPRODUCTIVE LOSS LEAVE</u> (<i>new section</i>).....	
<u>SECTION 10.8 - VICTIMS VIOLENCE LEAVE</u> (<i>new section</i>).....	
SECTION 10.9 - FAMILY <u>AND</u> MEDICAL LEAVE (<i>previously Article 37</i>).....	
SECTION 10.10 - PREGNANCY DISABILITY LEAVE (<i>previously Article 19</i>).....	
SECTION 10.11 - PAID PARENTAL LEAVE (<i>previously Article 33</i>).....	
SECTION 10.12 - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (<i>previously Article 20</i>).....	
SECTION 10.13 - DISABILITY LEAVE (<i>previously Article 22</i>).....	



SECTION 10.14	- CATASTROPHIC LEAVE (<i>previously Article 10.6</i>).....
SECTION 10.15	- ASSOCIATION LEAVE (<i>previously Article 16</i>).....
SECTION 10.16	- ABSENCES FOR JUDICIAL AND OFFICIAL COURT APPEARANCES, EDUCATION CODE SECTION 44035 (<i>previously Article 14</i>).....
SECTION 10.17	- SABBATICAL LEAVE (<i>previously Article 21</i>).....
SECTION 10.18	- EDUCATIONAL SERVICES LEAVE (<i>previously Article 21.4</i>).....
SECTION 10.19	- LEAVE FOR OVERSEAS TEACHING (<i>previously Article 17</i>).....

ARTICLE 10 - LEAVE PROVISIONS

10.1 - SICK LEAVE

10.1.1 All full-time employees of the school district covered by the terms of this Agreement, are entitled to ten (10) days leave of absence each year for illness or injury including periods of disability or incapacitation for pregnancy or childbirth. Bargaining unit members shall be entitled to earn one (1) additional day of leave equal to the length of their daily summer school assignment. If such employee does not take the full amount of sick leave allowed in any one school year, the amount not taken shall be accumulated from year to year without limitation.

10.1.2 If a unit member has utilized all accumulated sick leave and is still absent from duty on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which would have been paid a substitute during the full period of absence. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which the unit member is eligible have been exhausted.



- 10.1.3 Notwithstanding Section 2, unit members for the first year of service only, shall receive no less than fifty percent (50%) of their per diem rate of pay for the period they are eligible to receive the extended leave benefits described in Section 2.
- 10.1.4 In the event a teacher is ill on a parent/teacher conference day, the principal will make every reasonable effort to provide the time to conduct conferences during the regular school day.
- 10.1.5 ~~Teachers~~ Unit Members whose unused sick leave will not count toward retirement will receive thirty-five percent (35%) of a substitute's daily rate for any unused sick days at the time of retirement from the Buena Park School District. (3/97)

10.2 - VERIFICATION OF ILLNESS

- 10.2.1 Under normal circumstances, after five (5) consecutive days of illness, the District may require a physician's certificate acceptable to District showing inability to work.
- 10.2.2 Return to Service
- A teacher shall notify the District Office no later than 2:00 p.m. if he will not be returning to work the next day. In the event the teacher does not notify the District Office by 2:00 p.m. of ~~his~~ their intent to be absent the following day, the substitute will be released. In the event that a teacher has released ~~his~~ their substitute and is unable to return to work the following day, the teacher shall report ~~his~~ their absence as soon as ~~he~~ they realizes ~~he~~ they cannot report to work. (12/00) It shall be the responsibility of the



regular teacher to confer with the principal in regard to the substitute's performance.

10.2.3 When an employee requires a long-term (ten (10) working days or more) leave for illness, it shall be the responsibility of the employee to make known to their Supervisor and the Human Resources Department, in writing the beginning date of such leave and an expected date of return to duty and shall provide an appropriate medical certificate.

10.2.4 It shall be the responsibility of the regular teacher to confer with the principal in regard to the substitute(s) performance.

10.3 - REPORTING EMPLOYEE ABSENCES

In the event of absence from duty during any part or all of an employee's regular work schedule, it shall be the responsibility of the employee to record the absence on the District time card issued monthly.

10.4 - PERSONAL NECESSITY LEAVE

10.4.1 Definition. Personal necessity means any personal activity which cannot be conducted before or after the school day. Any day of absence for illness or injury earned pursuant to Education Code Section 44981 may be used by the employee at ~~his~~ their election for reasons of personal necessity including the following:

10.4.2 Personal necessity leave days may be used at the employee's option except for cases of work stoppage, concerted employee activity, or recreational purposes.



- 10.4.2.1 **Teachers Unit Members** with over thirty (30) days of sick leave may use one (1) day of personal necessity leave without restriction and shall also be able to use an additional day for each additional twenty (20) days of sick leave over thirty (30) days. (2/98)
- 10.4.2.2 Days used for personal necessity are deducted from accumulated sick leave.
- 10.4.2.3 Advance notice to the principal is required, except in cases of emergency when notification would be impossible.
- 10.4.2.4 Notwithstanding the above, no more than a single period of five (5) consecutive days of personal necessity leave may be taken per school year, unless approved by the District.
- 10.4.3 The District may reopen negotiations on the establishment of a limit on the number of sick leave days which may be used annually for Personal Necessity Leave if it is determined by a court of competent jurisdiction that such a limit is negotiable.

10.5 - LEAVE OF ABSENCE – SPECIAL

- 10.5.1 Any special request regarding absence other than illness and not specifically stated in rules and regulations must have School Board approval. The request shall be submitted through the Superintendent, thirty (30) days prior to the date of anticipated leave, except in cases of emergency.
- 10.5.2 In the event that leave is granted, the unit member must notify the District of intention to return to service in the District. This notification must be made by March 1 of the year during which the leave is in effect. Failure to give



notification of intention to return shall be accepted by the District as a resignation.

10.6 - ABSENCE DUE TO BEREAVEMENT

10.6.1 In coordination with Government Code 12945.7, in the event of the death of any member of ~~his~~ their immediate family as defined in this Agreement, employees may take up to five (5) days of bereavement leave regardless of distance traveled. Full compensation will be accorded consistent with the following terms:

10.6.1.1 For travel in state of 200 miles or less: Three (3) of five (5) days will be paid in full under this article. Employees may use Personal Necessity leave in order to receive full pay for the balance. Otherwise, the two (2) days are without pay.

10.6.1.2 For travel in state of 201 miles or more: Four (4) of five (5) days will be paid in full under this article. Employees may use Personal Necessity leave in order to receive full pay for the balance. Otherwise, the one (1) day is without pay.

10.6.1.3 For travel outside of the state: all five (5) days will be paid in full.

10.6.1.4 Bereavement leave days need not be consecutive and the leave must be completed within one year of the death of the family member.

10.6.2 Permission to use this policy for other relatives and additional days travel time within the state may be granted by the Superintendent under extenuating circumstances.



10.7 – REPRODUCTIVE LOSS LEAVE

10.7.1 Upon a reproductive loss event, all unit members who have been employed by the District for at least 30 days will be granted a total of five (5) days of reproductive loss leave. If an eligible unit member experiences multiple reproductive loss events within a 12-month period, the unit member may take no more than 20 days total of reproductive loss leave within the 12-month period. Reproductive loss leave need not be taken on consecutive days. It must be completed within three (3) months of the event entitling the eligible unit member to such leave, except that if, prior to or immediately following the reproductive loss event, the unit member is on or chooses to go on Pregnancy Disability Leave, California Family Rights Act leave, or any other leave pursuant to state or federal law, the unit member must complete their reproductive loss leave within three (3) months of the end date of the other leave.

10.7.2 A “reproductive loss event” means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, as those terms are defined below:

10.7.2.1 “Failed adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a unit member who would have been a parent of the adoptee if the adoption had been completed.



- 10.7.2.2 “Failed surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a unit member who would have been a parent of a child born as a result of the surrogacy.
- 10.7.2.3 “Miscarriage” means a miscarriage by a unit member, by the unit member’s current spouse or domestic partner, or by another individual if the unit member would have been a parent of a child born as a result of the pregnancy.
- 10.7.2.4 “Stillbirth” means a stillbirth resulting from a unit member’s pregnancy, the pregnancy of a unit member’s current spouse or domestic partner, or another individual, if the unit member would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- 10.7.2.5 “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a unit member, the unit member’s current spouse or domestic partner, or another individual, if the unit member would have been a parent of a child born as a result of the pregnancy.
- 10.7.2.6 “Assisted reproduction” means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation and does not include any pregnancy achieved through natural means.



The definitions for Reproductive Loss Leave should be construed consistent with Government Code section 12945.6.

10.7.3 Unit members ~~should~~ **shall** provide notice of their need for reproductive loss leave as soon as practicable to Human Resources. The District shall maintain the confidentiality of any unit member requesting leave, ~~and any~~ **Information** provided to the District ~~by a requesting unit member~~ shall not be disclosed except to ~~Personnel Services or management~~ **staff specifically tasked with processing leave**, as necessary, or as required by law. **To ensure privacy, specific details of the reproductive loss shall not be shared with site-level management or other District personnel.** The District prohibits retaliation in any form against a unit member who exercises their right to reproductive loss leave or as otherwise provided by applicable law.

10.7.4 Unit members may use available paid leave concurrently with reproductive loss leave, including Personal Necessity. Reproductive loss leave shall be in addition to any leave used by a unit member for pregnancy-related disability. **In the event a unit member has exhausted all available paid leave, five (5) days of reproductive loss leave shall be provided as unpaid leave.**

10.8 – DOMESTIC VICTIMS VIOLENCE LEAVE

Leave for Victims of Qualifying Acts of Violence

10.8.1 ~~Employees~~ **Unit Members** shall be entitled to leave pursuant to Government Code section ~~12845.8~~ **12945.8** when ~~an employee unit~~



member is a victim of, or has a family member who is a victim of, qualifying acts of violence. Government Code section ~~12845.8~~ **12945.8** allows ~~employees~~ **unit members** who are victims to take up to twelve (12) weeks and ~~employees~~ **unit members** who have a family member who is a victim to take up to ten (10) days of leave.

10.8.2 Leave taken under this section may be unpaid, or the unit member may choose to use any accrued and applicable paid leave, including but not limited to Personal Necessity or Sick Leave, to receive compensation during the absence. The District will not discharge, threaten to discharge, demote, suspend, or in any other manner discriminate or retaliate against a unit member for exercising their rights under this section.

10.8.3 A qualifying act of violence includes:

- (1) Domestic violence
- (2) Sexual assault
- (3) Stalking
- (4) An act, conduct, or pattern of conduct that includes:
 - a. An individual causing bodily injury to another;
 - b. An individual exhibiting, drawing, brandishing, or using a firearm or other dangerous weapon against another; or
 - c. An individual using or making a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.



10.8.4 Leave under this section may be taken for any of the following reasons:

- (1) To obtain or attempt to obtain any relief for a family member, including but not limited to a temporary or permanent restraining order, or other injunctive relief, to ensure the health, safety, or welfare of the family member of the victim.
- (2) To seek, obtain, or assist a family member to seek or obtain; medical attention to recover from injuries; services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency, or psychological counseling or mental health services; related to qualifying acts of violence (as defined above).
- (3) To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
- (4) To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing permanent housing or enrolling children in a new school or childcare. In circumstances where the employee is not the victim and the family member who is a victim is not deceased as a result of the crime, the leave taken for this reason is limited to five days.
- (5) To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.



(6) To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services; to attend any civil, administrative, or criminal legal proceedings, or to provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult; related to, or as a result of, a qualifying act of violence.

10.8.5 “Family member” for the purposes of this section includes spouse, parent, parent-in-law, child, grandparent, grandchild, sibling, **and** registered domestic partner, ~~and designated person~~. **It also includes a designated person, which means any individual related by blood or whose association with the unit member is the equivalent of a family relationship. The unit member may identify this designated person at the time they request the leave. The District may limit a unit member to one designated person per 12-month period for leave taken under this section.**

10.8.6 The ~~employee~~ **unit member** shall provide reasonable advance notice prior to taking leave under this section unless advance notice is not feasible.

10.8.7 The District will maintain strict confidentiality of any unit member requesting leave or accommodations under this section. Upon request, the District shall engage in a timely, good faith, and interactive process to determine effective reasonable accommodations for an employee who is a victim or whose family member is a victim of a qualifying act of



violence who requests an accommodation for the safety of the employee while at work.

10.9 - FAMILY AND MEDICAL LEAVE ACT

10.9.1 Eligibility

Any employee who has been employed by the District for at least twelve (12) months and who has actually worked at least 1,250 hours with the District during the 12-month period immediately prior to commencement of the leave, shall be eligible to take unpaid family care or medical leave under the provisions of state and federal law and this Article. Full time **teachers unit members** are presumed by law to have worked 1,250 hours unless the district proves differently.

10.9.2 Reasons for Leave

Family care and medical leave may be used for the following reasons:

- 10.9.2.1 Because of the birth of the employee's child, and in order to care for the child.
- 10.9.2.2 Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
- 10.9.2.3 To care for the employee's child, parent, spouse, or registered domestic partner (California Family Leave only) with a serious health condition.
- 10.9.2.4 Because of the employee's own serious health condition that makes the employee unable to perform the functions of **his their** position.



- 10.9.2.5 To care for the employee's spouse, child, parent, or next of kin with a serious illness or injury sustained in the line of duty on active duty by a military servicemember or veteran (FMLA and possibly CFRA); or
- 10.9.2.6 For qualifying exigencies arising out of the fact that the employee's spouse, child, or parent is a covered service member on covered active duty or has been notified of an impending call or order to covered military duty (FMLA only).

10.9.3 Duration of Leave

- 10.9.3.1 Family care and medical leave shall not exceed twelve (12) work weeks during any 12-month period. The 12-month period in which the twelve (12) weeks of leave entitlement occurs shall commence on the date the employee's first family care or medical leave begins. The twelve (12) weeks of family care and medical leave to which an employee is entitled under state law shall run concurrently with the twelve (12) weeks of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, child birth, or related medical conditions.
- 10.9.3.2 Medical leave under this regulation may be taken intermittently or on a reduced leave schedule when medically necessary. The employee may be required to take the leave for periods of a particular duration (not to exceed the duration of the planned medical treatment) or, if permitted by law, to transfer temporarily



to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave.

- 10.9.3.3 Leave taken for a birth, or placement for adoption or foster care, must be initiated within one (1) year of the birth or placement.

10.9.4 Terms of Leave

- 10.9.4.1 During the period of family care or medical leave, the employee shall use ~~his~~ their accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the District.

- 10.9.4.2 If an employee takes a leave because of the employee's own serious health condition, the employee shall substitute accrued sick leave during the period of leave taken pursuant to this section. However, an employee shall not use sick leave during a period of leave in connection with the adoption or foster care of a child, or to care for a child, parent, or spouse with a serious health condition, unless mutually agreed to by the District and employee.

10.9.5 Maintenance of Benefits

- 10.9.5.1 During the period of family care or medical leave, the employee shall continue to be entitled to participate in the District's health plan and the District shall continue to pay the health care premium for the employee on the same terms as if the employee had continued to work during the period of the leave. However, after twelve (12) weeks of family care or medical leave in any 12-month



period, the employee may be required to pay the health care premium for the remainder of the leave.

10.9.5.2 The District may recover the premium that the District paid as required by state and federal law for maintaining coverage for the employee under the group health plan during any unpaid portion of the leave if both of the following conditions occur:

10.9.5.2.1 The employee fails to return from leave after the period of leave to which the employee is entitled has expired.

10.9.5.2.2 The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under state and federal law or other circumstances beyond the control of the employee.

10.9.6 Reinstatement/Non-Discrimination

Upon granting an employee's request for family care or medical leave, the District shall guarantee to reinstate the employee in the same or a comparable position when the leave ends.

10.9.7 Notification

Leave under this provision shall commence on the date indicated by the employee in the leave notice provided to the immediate supervisor. This notice shall specify:

10.9.7.1 That the leave is taken pursuant to this provision; the date that the leave commences; the anticipated pattern of leave use if the



employee will not be absent continuously; and the anticipated date of return to continuous active service or best estimate thereof.

10.9.7.2 If an employee on leave pursuant to this provision determines to resign or retire without returning to continuous active service, the employee shall provide written notice of such determination to the District, designating the last day of employment. Leave under this provision shall terminate without further notice to the District on the next workday following the day designated by the employee as the last day of employment.

10.10 - PREGNANCY DISABILITY LEAVE

Each female unit member shall be entitled to a leave of absence for disability caused by pregnancy, childbirth or conditions related thereto. The unit member shall be entitled to use sick leave allowable under appropriate sections of the California Education Code on the same basis provided for any other illness or injury. The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and her doctor. A statement from the unit member's doctor as to the beginning date of such leave shall be filed with the district. This date shall be based upon the unit member's ability to render service in her current position. The date of the unit member's return to service shall be based upon her doctor's analysis and written statement of the unit member's physical ability to render service.

10.11 – PAID PARENTAL LEAVE



- 10.11.1 As provided by Education Code Section 44977.5, employees shall be entitled to paid parental leave as set forth in this section.
- 10.11.2 For purposes of this section, “parental leave” shall be defined as leave for reasons of the birth of the employee’s child, or the placement of a child with the employee for adoption or foster care within twelve (12) months of the birth or placement.
- 10.11.3 Employees shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.
- 10.11.4 When an employee has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child – bonding) leave under the California Family Rights Act (CFRA; Government Code Sections 12945.2), he shall be entitled to substitute differential pay for any of the remaining twelve (12) workweek period. Such substitute differential pay shall be paid as set forth in Section 10.2 above but shall not count against the leave entitlement set forth in that Section. In order to use substitute differential pay, the employee must be eligible for leave under the California Family Rights Act, except that he is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
- 10.11.5 Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act. The aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.



- 10.11.6 An employee shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period. If both parents work for the District, each is entitled to twelve (12) workweeks of leave for the birth or placement for adoption or foster care of a child.
- 10.11.7 Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.
- 10.11.8 An employee shall give at least thirty (30) calendar days' notice of the birth of a child and intent to take parental leave under this section. Leave shall be taken in increments of at least two (2) weeks' duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

10.12 - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

“Industrial Accident” as used in this section, is defined as any accident or illness arising directly out of or in the course of the employment of the employee which forces ~~him~~ them to absent ~~himself~~ themselves from work. The determination of whether an accident constitutes an “industrial accident” shall be made by the District.

- 10.12.1 Industrial accident leave with full pay shall be allowed for up to 72 working days in any fiscal year for any given industrial accident. When such a leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due ~~him~~ them for the same industrial accident.
- 10.12.2 When a person employed in a position requiring certification qualifications is absent from ~~his~~ their duties on account of an industrial accident or illness,



~~he~~ they shall be paid such portion of the salary due ~~him~~ them for any month in which the absence occurs as, when added to ~~his~~ their temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to ~~him~~ them of not more than ~~his~~ their full salary.

10.12.3 The employee shall provide, upon District request, verification by the authorized Worker's Compensation physician of the reason for absence.

10.12.4 An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to ~~his~~ their ~~or her~~ position classification without restrictions or detriment to the employee's physical and emotional well-being.

10.12.5 When entitlement for industrial accident leave has been exhausted, the employee may elect to use any sick leave, vacation, or other paid leave to which ~~he~~ they ~~is~~ are entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the employee of not more than ~~his~~ their full salary less appropriate deductions.

10.12.6 When all available paid leaves have been exhausted and the employee is not able to resume the duties of ~~his~~ their position, ~~he~~ they may elect to resign or to request a leave of absence without pay, or ~~he~~ they shall be placed on a re-employment eligibility list for a period of thirty-nine (39) months.



- 10.12.7 Any employee receiving benefits as a result of this policy shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 10.12.8 At the beginning of the school year, the District shall provide each unit member with notice, in writing, that he has the right to designate a primary physician for treatment in the event of a work related injury. The District shall also provide a form for designating the primary care physician which the unit member must file with the District. Unit members hired after the beginning of the year shall be given this information as part of their employment packets from the District.

10.13 – DISABILITY LEAVE

- 10.13.1 The District will grant a leave of absence to any employee who has applied for STRS disability allowance, not to exceed thirty (30) days beyond final determination of eligibility by STRS. If the employee is determined to be eligible, such leave will be extended for the term of the disability, not to exceed thirty-nine (39) months from the date of eligibility.
- 10.13.2 Prior to any return to service the employee on leave pursuant to this article will submit to an examination by a physician or appropriate practitioner of the District's choice at the District's request and expense.
- 10.13.3 If the physician or appropriate practitioner finds that the employee is not fit to return to service and as long as the employee continues to be eligible for disability allowance, the employee will continue on disability leave until:
- 10.13.3.1 thirty-nine (39) months from the date of eligibility, or



- 10.13.3.2 the employee returns to service upon reapplication and finding of fitness.
- 10.13.4 An employee on disability leave may reapply for return to service under the provisions of this article no more than once a semester during ~~his~~ their leave as long as he is eligible for STRS disability benefits.
- 10.13.5 If the physician or appropriate practitioner finds that the employee is not fit to return to service and either:
- 10.13.5.1 the employee's eligibility for disability allowance has ended, or
- 10.13.5.2 the employee's eligibility for disability allowance will end within the next semester, or
- 10.13.5.3 STRS rejects the employee's application for eligibility, then, the employee may make, and the District will honor, a written request for an additional independent examination by a physician or appropriate practitioner mutually agreeable to the District and the employee. The cost of the independent examination will be shared jointly by the District and the employee.
- 10.13.6 If an independent examination does not find the employee fit to return to service or the employee waives an independent examination in writing, the District will, at the District's option:
- 10.13.6.1 place the employee on regular sick leave with all rights and benefits therein; or,
- 10.13.6.2 return the employee to service at the employee's regular rate of pay in a capacity for which the employee is fit; or,



10.13.6.3 initiate dismissal action pursuant to the provisions of the California Education Code.

10.14 - CATASTROPHIC LEAVE ~~Catastrophic Leave Bank (5/98)~~

10.14.1 Bargaining unit members shall be eligible to use catastrophic sick leave under this Article if,

10.14.1.1 A unit member suffers a catastrophic injury or illness that is expected to incapacitate the unit member for an extended period of time (in excess of ten (10) days); or

10.14.1.2 Taking extended time off from work creates a financial hardship for the employee because ~~he or she has~~ they have exhausted all ~~his or her~~ their accumulated sick leave.

10.14.2 A unit member who has exhausted all accumulated sick leave (Article 10) and who has made a donation of at least one (1) day to the Bank prior to their request, shall be eligible to request sick leave from the Bank.

10.14.3 A unit member may donate up to two (2) days to the Bank annually, so long as the minimum number of accumulated sick leave days available from the prior years' accumulations in the unit member's own sick leave account does not fall below ten (10) days.

10.14.4 The donation of sick leave by the unit member shall be irrevocable. The unit member shall file a "Certificated Sick Leave Bank Deposit Form" with the payroll office. A donation to the Bank shall be a general donation from prior years' accumulations, and shall not be considered a donation to a specific unit member for ~~his~~ their exclusive use.



- 10.14.5 Leave from the Bank may not be used for illness or disability which qualifies the unit member for workers' compensation benefits unless he has exhausted all workers' compensation leave and ~~his~~ their own paid leave.
- 10.14.6 When a unit member can reasonably be presumed to be eligible for disability retirement under STRS or, if applicable, Social Security, he may be asked to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) days of the request, will disqualify the unit member from withdrawing sick leave from the Bank.
- 10.14.7 Following initial enrollment, bargaining unit members may join the Bank during the annual open enrollment period (October 1 - 31 only).
- 10.14.8 A unit member wishing to use this Bank shall submit a "Certificated Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Personnel Office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.
- 10.14.9 The Sick Leave Bank Committee shall consider the request of the unit member within ten (10) calendar days of the request form being filed with the Personnel Office. This Committee shall consist of two (2) members selected by the District, three (3) members selected by the Association, and



one (1) from the Personnel Office to provide information who shall be a non- voting member of the Committee. Approval of the request shall require a majority vote of the voting Committee members. The decision of the Committee shall be final.

- 10.14.10 The maximum number of duty days a unit member will be allowed to request at one time for a single catastrophic illness/injury shall not exceed twenty-five (25) work days. A unit member may request a specific number of days when the request is submitted on the form available in the Personnel Office. The unit member may request up to an additional twenty-five (25) work days, should the condition continue, by filing an additional request for consideration by the Committee.
- 10.14.11 Any days approved by the Sick Leave Bank Committee that are unused by the unit member shall be returned to the Bank.
- 10.14.12 If a unit member uses a day from the Bank, pay for that day shall be at the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donor's recipients.
- 10.14.13 During September of each year, the Payroll Office shall provide the Association with a statement specifying the number of days available in the Bank as of September 1 of that year and the number of days used in the previous year.
- 10.14.14 Donated days not used in any given year shall be carried over for use in a subsequent year and shall remain a part of the Bank. If, in any given year,



the request(s) for utilization exhausts the number of days in the Bank, the Bank will be closed for the remainder of the year. By mutual agreement, the District and Association can agree to solicit unit members for an additional donation of days.

10.14.15 If the Bank is discontinued for any reason, the days remaining in the Bank shall be forfeited.

10.14.16 Hold Harmless. The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf, or on the behalf of any unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or implementation of Section 10.14.

10.15 - ASSOCIATION LEAVE

Association representatives shall be allowed a total of thirty-eight (38) half-days of paid leave; cost of substitutes to be paid for by the District. All other meetings, the cost of substitutes will be paid for by the Association or the person attending may utilize personal necessity leave.

10.16 - ABSENCES FOR JUDICIAL AND OFFICIAL COURT APPEARANCES, EDUCATION CODE SECTION 44035

10.16.1 Any employee who is required to be a witness in litigation not instituted by ~~himself~~ themselves shall be allowed full salary for the first day of such required court attendance and one-half daily salary, thereafter for each



succeeding day up to a maximum of five (5) days of such required attendance.

The amount of pay the employee will receive will be the difference between ~~his~~ their regular salary and any amount earned in witness fees.

- 10.16.2 A unit member shall be entitled to as many days of paid leave as necessary for appearance for jury duty. All monies paid to the employees for jury duty shall be returned to the District's general fund.

10.17 – SABBATICAL LEAVE

- 10.17.1 Sabbatical leave may be granted for the following purposes:

10.17.1.1 Graduate study in any recognized university or college.

10.17.1.2 Activities directly related to the job description of the employee.

- 10.17.2 Sabbatical leave will not be considered for vacation, recreation, travel, etc.

- 10.17.3 All sabbatical leaves shall be granted in accordance with Education Code Section numbers 13673 to 13679, inclusive.

- 10.17.4 Leave may be granted to no more than three (3) members of the staff in any one (1) school year. Seniority within the District will be the determining factor if more than three (3) employees wish to take a sabbatical leave in the same year.

- 10.17.5 Specific Regulations Governing Sabbatical Leave of Absence

10.17.5.1 Eligibility

Any certificated employee under the age of 62 years, who has satisfactorily completed seven (7) full years of service in the schools comprising the Buena Park School District, shall be



eligible to apply for sabbatical leave once in each eight (8) years. A full year of service shall consist of seventy-five percent (75%) of the school year, without absence for illness or other cause.

10.17.5.2 Application for Leave

Application for sabbatical leave shall include a study plan which will be reviewed by a professional panel of four (4) unit members and one (1) administrator appointed by the Superintendent.

The professional panel will use specific criteria for evaluating the study plan listed on the application. The professional panel will then write a recommendation which will be presented to the Governing Board. Applications for sabbatical leaves must be approved by the Governing Board by February 1 prior to the school year the employee wishes to take leave.

10.17.5.3 Concerning Retirement

Sabbatical leave shall count toward retirement, to the extent permitted by law, and the retirement and annuity contributions shall be withheld on all salary paid by the Buena Park School District.

10.17.5.4 Rate of Compensation

Any employee on sabbatical leave who has complied with the provisions under which such leave was granted, shall receive compensation in accordance with Education Code Section 13675 as follows:



10.17.5.4.1 The rate of compensation for the employee on sabbatical leave shall be the difference between the temporary contract salary and their salary, but they would be guaranteed fifty-percent (50%) of their salary, whichever is greater.

10.17.5.4.2 Absence on sabbatical leave shall count as a regular period of service and shall not interrupt the unit member's progress in the salary schedule.

10.17.5.5 Methods of Payment

10.17.5.5.1 Salary for sabbatical leave of absence may be paid in two (2) equal annual installments during the first two years following the return from sabbatical leave, as provided in the California Education Code.

10.17.5.5.2 The salary to be paid an employee while on sabbatical leave may be paid in the same number of equal installments and at the same time as if the employee was working in the District, upon the furnishing by the employee of a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two (2) years' service in the Buena Park School District after return from leave of absence. Such bond shall be exonerated in the event the failure of such employee to return and render such two (2) years' service



is caused by the death or physical or mental disability of the employee. The employee should make arrangements with the school district office for disposition of ~~his~~ their salary warrant each month:

10.17.5.5.2.1 Written appointment of a bank or depository to receive ~~his~~ their salary, OR

10.17.5.5.2.2 Disposition according to an appropriate and fully executed power of attorney.

10.17.5.6 Return to Position and Required Report

10.17.5.6.1 At the expiration of a sabbatical leave, the certificated employee who has been granted such leave shall be reinstated, unless he agrees other-wise, in the position held at the time the leave was granted, provided that conditions have not arisen which would have changed such employee's location and type of work had he remained in active service. In the event of changed conditions, the employee returning from leave shall be reinstated and be assigned work appropriate to ~~his~~ their field of training, with the appropriate salary status including any increments allowed.

10.17.5.6.2 Employee will signify, no later than June 1 following the leave, intent to return to duty.



10.17.5.6.3 Each employee who has been on sabbatical leave shall file with the Superintendent a written report not later than thirty (30) days after return to active duty. Such report shall contain detailed data as to the activities of the employee, together with the employee's appraisal of the professional value of the experience or knowledge gained may be used for the benefit of the students or the school in which the employee is located, and any other data necessary for a satisfactory report. Such report shall then be presented to the Governing Board for its information.

10.17.5.7 Other Details of Policy or Procedure

10.17.5.7.1 The Superintendent, with the approval of the Governing Board, is authorized to establish such further details of policy and procedure governing sabbatical leave of absence as may be necessary from time to time; provided, however, that such details shall be consistent with the foregoing provisions and with the provisions of the California Education Code.

10.17.5.7.2 In all matters in which this policy is in conflict with the Education Code, the provisions of the Education Code shall prevail.

10.17.5.8 Sabbatical Leave Service and Absence

It is expected that the employee shall render service in the field of



activity for which the leave was granted and for at least the number of days the schools are in session in the Buena Park School District during the year of the sabbatical leave of absence in question. Service for a lesser number of days shall be approved in advance at the time of application for leave.

10.18 - EDUCATIONAL SERVICES LEAVE

The Board shall grant a unit member paid leave of absence to accept an appointment for service on a California State Department Committee or Commission, a United States Department of Education Committee or Commission.

This leave shall be granted for the length of the appointment plus travel time.

- 10.18.1 Request for service leave of absence shall be made upon receipt of appointment.
- 10.18.2 The Board shall pay a unit member on educational service leave of absence the full salary to which that unit member is entitled for the period of such leave.
- 10.18.3 A unit member on an educational service leave of absence shall be entitled to all benefits accorded under this Agreement and the time spent on educational service leave of absence counts towards salary step advancement.
- 10.18.4 Any salaries or fees received above expenses paid for by the agency would be reimbursed to the District.

10.19 - LEAVE FOR OVERSEAS TEACHING



- 10.19.1 A unit member may make individual application to the Governing Board for a two-year leave of absence for service overseas with a governmental agency such as the Peace Corps, AmeriCorps VISTA, etc.; such applications being covered by the following conditions:
- 10.19.1.1 The Board will not consider applications later than June 1.
- 10.19.1.2 In the case that leave is granted, the unit member must notify the District of intention to return to employment in the District. This notification must be made by February 1 of the second year during which the leave is in effect.
- 10.19.1.3 In no case shall over two (2) employees be given leave under this article at any one time.
- 10.19.2 Leave for overseas service shall count as a regular period of service and shall not interrupt the unit member's progress in the salary schedule.

ARTICLE 40 - PEER ASSISTANCE & REVIEW AND INDUCTION (PAR) PROGRAM

The parties desire to establish a program to provide assistance to permanent ~~teachers~~ **Unit Members** employed by the district who have been identified as in need of development in subject matter knowledge or teaching strategies, or both. Support and assistance to ~~teachers~~ **Unit Members** will be provided in specific areas as defined or required. This program shall hereinafter be entitled the Peer Assistance **& Review (PAR)** Program

The Joint Panel

1. A Joint Panel will administer the ~~Peer Assistance~~ **PAR** Program. The Panel shall consist of five (5) members. The District will select two (2) school administrators, and the Association will select three (3) certificated employees.



2. Association members of the Panel shall receive release time as needed to perform their duties. Association members shall be paid the contractual hourly rate of pay for any meetings necessary in carrying out their duties as Joint Panel members that go beyond their contractual workday.
3. A member selected by the Association will chair the Joint Panel in the first year. The chair will thereafter rotate on an annual basis between Association and District members. The Joint Panel will establish its own internal operating procedures including the method of selection of a chairperson.
4. The Panel shall meet at times and places, as they shall determine. In no event shall the Panel meet less than three (3) times in a given year.
 - a. The Joint Panel will establish a meeting schedule. To hold meetings three (3) of the five (5) members of the Joint Panel must be present. A quorum must include at least two (2) ~~teachers~~ **Unit Members**. Such meetings may take place during the regular workday; in which event, ~~teachers~~ **Unit Members** who are members of the Joint Panel will be released from their duties without loss of pay.
 - b. The Joint Panel will adopt guidelines for implementing these provisions. These guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail, and to the extent the Agreement is inconsistent with the law, the law shall prevail. A copy of the adopted rules and procedures will be distributed on an annual basis to all bargaining unit members and administrators. It is the intent of the Joint Panel to reach consensus.



- c. The Joint Panel shall adopt an initial Peer Assistance Plan, for each Participating ~~Teacher~~ Unit Member, reflecting an approach to specific areas for interest, enhancement and improvement.
5. The Joint Panel shall be responsible for selecting the Program Coordinator.
6. The Joint Panel shall select Consulting ~~Teachers~~ Unit Members who will assist participants in the ~~Peer Assistance~~ PAR Program. Written confirmation of participation in the ~~Peer Assistance~~ PAR Program will be provided by the Joint Panel to Participating ~~Teachers~~ Unit Members, referred ~~Teachers~~ Unit Members, principals or immediate supervisors, and Consulting ~~teachers~~ Unit Members.
7. All proceedings and materials related to administrator-conducted evaluations, reports and other personnel matters shall be strictly confidential and limited to the Joint Panel and the Consulting ~~Teachers~~ Unit Members.
8. The Joint Panel will approve trainers and/or training providers for the Consulting ~~Teachers~~ Unit Members.
9. The Joint Panel will review the final report prepared by the Consulting ~~Teacher~~ Unit Member and forward a final report including an assessment of progress based on the Participating ~~Teacher's~~ Unit Member's Peer Assistance Plan, conclusions and recommendations to the Governing Board. The Consulting ~~Teacher's~~ Unit Member's final report will not be evaluative in nature and will be an anecdotal record of dates and times met and the topics discussed by the Consulting ~~Teacher~~ Unit Member and the Referred Participating ~~Teacher~~ Unit Member.
10. The final administrative re-evaluation of the Referred Participating ~~Teacher~~ Unit Member will follow the completion of the Consulting ~~Teacher's~~ Unit Member's final



report. The administrator will submit a report to the Joint Panel recommending the Referred Participating ~~Teacher~~ Unit Member continue in the ~~Peer Assistance~~ PAR Program or be exited from the ~~Peer Assistance~~ PAR Program.

11. The Joint Panel shall annually review the rules and regulations of the program. The Joint Panel may submit recommendations for improving the Program to the Governing Board and the Association.
12. The Joint Panel will determine the number of Consulting ~~Teachers~~ Unit Members in any school year guided by ~~and subject to such factors as~~ the number of Referred; ~~Voluntary, and Beginning Teachers~~ Unit Members ~~and available funds not to exceed the funded amounts pursuant to PAR minus the allowance for administrative expenses permitted by law. The parties agree that in light of the above-mentioned factors the number of Consulting Teachers may vary from year to year. Continuation of the Peer Assistance Program is subject to continued funding of PAR.~~
13. It is the intent of the Joint Panel that the Consulting ~~Teacher~~ Unit Member has the option to meet with the administrator who completed the Referred Participating ~~Teacher's~~ Unit Member's evaluation summary for the purpose of clarifying the nature of the deficiency noted. The Referred Participating ~~Teacher~~ Unit Member must be notified by the Consulting ~~Teacher~~ Unit Member of this meeting. The Referred Participating ~~Teacher~~ Unit Member may attend this meeting and may have union representation present if the Referred Participating ~~Teacher~~ Unit Member desires.
14. ~~Voluntary participation shall be dependent on the availability of funds and Consulting Teachers.~~



15. The Joint Panel will be afforded clerical support for distributing minutes, typing reports, and writing recommendations.
16. The Joint Panel will coordinate other such incidental duties as may be needed to carry out the functions enumerated above.

Program Coordinator and Consulting ~~Teachers~~ Unit Members

1. A ~~Peer Assistance~~ **PAR** Program Coordinator, who will work with the Consulting ~~Teachers~~ **Unit Members** and provide them with necessary training, shall assist the Joint Panel and provide other Program support as the Panel may require.
 - a. The Program Coordinator shall be an experienced ~~classroom-teacher~~ **Unit Member** and shall be selected by vote of the Panel.
 - b. The Joint Panel shall provide secretarial and clerical support to the **Coordinator as needed.**
 - c. The Program Coordinator with the approval of the Joint Panel will appoint the Consulting ~~Teacher~~ **Unit Member** for Participating ~~Teachers~~ **Unit Members**.
2. The Coordinator shall receive release time as necessary to complete these duties. The same substitute will be provided for the Coordinator to the best of the District's ability.
3. Both the Program Coordinator and the Consulting ~~Teachers~~ **Unit Members** shall have the following minimum qualifications:
 - a. Be credentialed, permanent ~~teachers~~ **Unit Members** of the District with at least five (5) consecutive years of experience in the Buena Park School District;
 - b. Demonstrate exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts;



- c. Have substantial ~~teaching~~ relevant experience within the last two (2) years; and
 - d. Agree to attend necessary training.
4. Consulting ~~Teachers~~ Unit Members will provide assistance to Participating ~~Teachers~~ Unit Members in the ~~Peer-Assistance~~ PAR Program in improving instructional performance in coordination with the Participating ~~Teacher's~~ Unit Member's Peer Assistance Plan. This assistance will typically include the following:
- a. Multiple observations of Participating ~~Teachers~~ Unit Members during periods of classroom instruction.
 - b. Activities which, in the professional judgment of the Consulting ~~Teacher~~ Unit Member, will assist the Participating ~~Teachers~~ Unit Members such as demonstrating, observing, data-based coaching, conferencing, or referring.
 - c. Use of appropriate school district resources to assist Participating ~~Teachers~~ Unit Members.
5. Upon the request of the Joint Panel, the Consulting ~~Teacher~~ Unit Member will provide an update to the Joint Panel of the ongoing activity provided to the Participating ~~Teachers~~ Unit Members. The Consulting ~~Teacher~~ Unit Member will submit a log of times, dates, and topics to the Joint Panel.
6. District ~~teachers~~ Unit Members may apply for the Program Coordinator or Consulting ~~Teacher~~ Unit Member positions as follows:
- a. A notice of vacancy will be posted at all sites and in the District Office.
 - b. Applicants shall submit an application form prepared by the Joint Panel.
 - c. The Panel shall then solicit the confidential assessment of the applicant from the principal administering the site at which the candidate is currently assigned.



- d. Based on a review of the application and assessment of the principal, the Panel will select candidates for an interview. Part of the interview process ~~shall~~ may include at least one complete lesson observation of each candidate by at least one Panel member.
- e. Consulting ~~Teachers~~ Unit Members or the Program Coordinator shall be selected by an affirmative vote of the majority of the members of the Joint Panel.
7. A Consulting ~~Teacher~~ Unit Member shall be provided release time as needed. The term of the Consulting ~~Teacher~~ Unit Member shall be three (3) years, and a ~~teacher~~ Unit Member may not serve in the position for more than one (1) consecutive term.
8. ~~Consulting Teachers selected shall receive an annual stipend of \$4000. Part-time teachers shall be compensated according to a schedule approved by the Panel.~~ Consulting Unit Members selected shall receive the hourly rate, not to exceed 88 hours per case, and not to exceed 2 cases per year.
9. The Consulting ~~Teacher~~ Unit Member has the right to decline an assignment. The Consulting ~~Teacher~~ Unit Member may request an adjustment of ~~his/her~~ their assignment or to be released from the Program at any time. The Joint Panel may adjust the Consulting ~~Teacher's~~ Unit Member's assignment at any time.
10. The District shall hold harmless the Coordinator, individual members of the Joint Panel, Consulting ~~Teachers~~ Unit Members, and the BPTA/CTA/NEA for any liability arising out of their participation in the ~~Peer Assistance~~ PAR and ~~Review~~ Program as provided in Ed. Code Section 44503 (c).
11. Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under the provisions of Ed. Code relating to the employment,



classification, retention or non-retention of certificated employees, except as limited by the specific and express terms of this Agreement and then only to the extent such terms are in conformity with law. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Ed. Code Section 44938.

12. A Consulting ~~Teacher~~ **Unit Member** shall have the right to refuse to be called as a witness in a dismissal hearing.

Participating Teachers Unit Members

1. The ~~Peer Assistance~~ **PAR** Program is not for the process of evaluating ~~teachers~~ **Unit Members**. All forms/reports will be anecdotal logs of activities containing only dates and times of meetings and topics discussed.
2. ~~Teachers~~ **Unit Members** ~~may~~ **will** participate in the ~~Peer Assistance~~ **PAR** Program ~~in one of two ways:(a) by voluntary teacher self-referral, or (b) by receiving if they receive~~ an unsatisfactory performance evaluation **as defined in Section 4 below.** ~~Voluntary participation shall be dependent on availability of funds and Consulting Teachers.~~
3. ~~Non-credentialed teachers in Buena Park School District may self-refer to participate in the Peer Assistance Program. The purpose of this participation is for peer assistance only.~~
4. **Unsatisfactory Performance Evaluation (Mandatory PAR)**

A unit member with permanent status whose performance contains two (2) or more **"No's" (unsatisfactory) "1s" (Does Not Meet Standards) related to on their areas of "Teaching Skills 1-5" "California Standards for the Teaching Profession - Standards**



1-5 **contractual evaluation as aligned with professional State Standards** will be referred to the ~~Peer Assistance~~ **PAR** Program. All ~~teachers~~ **Educators** participating in this Program ~~involuntarily~~ shall not be eligible for voluntary transfer to another school while they remain in the Program.

- a. As soon as practical after referral to the Program, the Participating ~~Teacher~~ **Unit Member** will be assigned a Consulting ~~Teacher~~ **Unit Member**.
- b. Referred Participating ~~Teachers~~ **Unit Members** have one opportunity to change Consulting ~~Teachers~~ **Unit Members** provided this change is made within the first six weeks of the school year.
- c. The Joint Panel has the authority to extend this timeline.
- d. The Consulting ~~Teacher~~ **Unit Member** will submit the final report to the permanent ~~teacher~~ **Unit Member** and the Joint Panel.
- e. Participation in the mandatory program shall be limited to two (2) years, unless a recommendation from the Joint Panel is made for a 3rd and final year. ~~for training and assistance to beginning teacher~~

5. Voluntary Self-Referral

~~Any teacher with permanent status may elect to volunteer in the Peer Assistance Program as a professional growth activity. The purpose of the Volunteering Teacher's participation is for peer assistance only.~~

- ~~a. The Voluntary Participating Teacher shall submit a request for participation in the Peer Assistance Program and proposal for his/her professional development to the Joint Panel by April for the following school year.~~



- ~~b.—The request shall include the targeted area for professional development and, if desired, a specific trained Consulting Teacher. The final assignment of Consulting Teachers is subject to availability and approval of the Joint Panel.~~
- ~~c.—The Voluntary Participating Teacher and Consulting Teacher will meet to design a professional development plan. They shall meet at least three (3) times during the year.~~
- ~~d.—The Consulting Teacher will submit a log of times, dates, and topics to the Voluntary Participating Teacher and the Joint Panel.~~
- ~~e.—Individuals who voluntarily participate in the program shall not have any materials generated as a result of said participation placed in their personnel files. The Progress Reports and other documents shall be sealed and remain confidential and viewed only by Consulting Teachers and Panel members who need such documents to assist the participating member at a later date in the Program.~~

6. All participants in the PAR Program shall agree to hold all reports, procedures, and actions generated as a result of their participation in the program in strictest confidence and shall provide information only to those deemed necessary by the law.

Definitions for Purposes of this Document

~~Classroom Teacher or Teacher~~ Unit Member: Any member of the certificated bargaining unit who is covered by ~~the~~ a certificated evaluation.

Participating ~~Teacher~~ Unit Member: Any unit member who is ~~a classroom teacher who either volunteers or~~ is required by this Agreement to participate in the PAR Program.



Consulting ~~Teacher~~ Unit Member: Any exemplary ~~teacher~~ Unit Member meeting the requirements of this Agreement whom is selected by the Joint Panel to provide Program assistance to a Participating ~~Teacher~~ Unit Member.

Beginning ~~Teacher~~ Unit Member: Any Unit member having probationary or temporary status or any District teaching intern participating in a program established according to Education Code Section 44305. This ~~Peer-Assistance~~ PAR Program is to be closely coordinated with other District Programs (i.e., BTSA)

Contract Terminology - Teacher to Unit Member

3.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Association may use the District mail service and ~~teacher-unit member~~ mailboxes for communications to unit members.

3.7 All employees covered by this contract shall be informed of all district-formed committees in the areas of curriculum and instruction, textbook and materials selection, categorical funding, discipline, test and measurements and any committees related to ~~teacher-unit member~~ participation. All employees have the right to indicate a preference on which committees they would like to serve.

3.10 ...~~Teachers~~ Unit Members may volunteer to teach after school Intervention classes to students on Wednesdays. In the event a situation or event arises necessitating the scheduling of such event on a Wednesday, District level personnel will generate a mutual agreement with the Association relative to the scheduled event.

4.12 "Unit members" are teachers, psychologists, TOSAs (Teachers on Special Assignment) and other certificated employees represented by the Association pursuant to Article I of the Collective Bargaining Agreement ~~as amended by Board action on March 26, 1984~~. Unit Member(s) may also be used interchangeably with "Employee(s)" throughout the contract.

8.3.2 ~~Teachers~~ Unit Members hired before 1997-98 with eight or more years of experience and who were on a salary step lower than step nine during 1997-98, will be grandfathered to step nine as of that year, 1997-98. (9/99)

8.3.3 ~~Teachers~~ Unit Members hired before 1997-1998 with seven (7) years of experience and who were on a salary step lower than step eight during 1997-1998, will be grandfathered to step eight as of that year, 1997-1998. (9/99)

8.3.4 ~~Teachers~~ Unit Members hired before 1997-1998 with six (6) years of experience and who



were on a salary step lower than step seven during 1997-1998, will be grandfathered to step seven as of that year, 1997-1998. (9/99)

24.3 Except in case of emergency, any administrator who calls a regularly scheduled faculty meeting shall provide unit members with an agenda one (1) day prior to when it will be held and shall permit **teachers unit members** to place items on the agenda.

24.7 **Teachers Unit Members** shall be allowed to leave on the last duty day immediately after they have been checked out by the site administrator or **his their** designee. The District will make every effort to expedite and facilitate checkout.

25.3 The agreement shall be for one (1) year only, and each employee shall have the option to return to **his their** full-time position the following school year. The Governing Board and the **teachers unit members** may renew the agreement by mutual consent.

26.1.6 ...Permanent **teachers unit members** may be evaluated by assistant principals with the teacher's consent. No unit member shall be required to evaluate or participate in the evaluation of another unit member.

26.1.7 **Teachers Unit Members** will receive the written report of a supervisor's observation within eight (8) working days of the observation. (3/97) The employee and the evaluator shall meet after each written evaluation to review the content of the evaluation. ...

26.2.3 The District shall not interfere with a **teacher's unit member's** freedom of speech or use of materials in the classroom unless such speech or materials are found, after review, to be clearly unacceptable to the school community.

27.1.1 A transfer refers to any action which results in the movement of a **teacher unit member** from one school to another. ...

27.1.1.1 It is a transfer opportunity and must be posted if a **class position** is being formed and an additional **teacher unit member** must be hired.

27.1.1.2 It is a reassignment if a new **class position** is being formed but restructuring/rearranging of **classes positions** does not require the hiring of an additional **teacher unit member** or transfer of a **teacher unit member** to the school site.

27.1.2 Voluntary transfer is initiated by the **teacher unit member** completing a "request for transfer" form, a copy of which appears in Appendix III. Distribute form by February 15.

27.1.3 Involuntary transfer is initiated by the District, **with the exception of psychologists and nurses who work in itinerant positions for the District.**

27.1.4 A "vacancy" shall be deemed to exist if and when it is known that the **teacher unit member** holding a particular assignment will not continue in that assignment, and the position will be continued. A vacancy is also created when a new certificated position is established.

27.1.5 Seniority refers to the number of years a **teacher unit member** has **taught worked as a certificated employee** in the Buena Park School District.



27.3.4 Voluntary transfer requests shall be given consideration for all openings that occur in the District except in such cases where the filling of a position with a voluntary transfer applicant would necessarily result in the layoff or involuntary transfer of another **teacher unit member**.

27.4.2 Notice of an involuntary transfer shall be given to the affected **teacher(s) unit member(s)** as soon as possible and, except in cases of emergency as determined by the Superintendent, no later than May 11. A **teacher unit member** who is to be involuntarily transferred shall be given the reasons for the impending transfer, in writing at the time of notice. (6/17)

27.6 School Assignments

As soon as practicable, and no later than one (1) week prior to the end of the school year, except in cases of emergency as determined by the Superintendent, a districtwide schedule showing the names and school assignments of all **teachers unit members** shall be posted. No later than the last day of the teachers' work year, each principal shall provide staff members of **his their** school with their proposed assignments for the next year, pending final enrollment and staffing information.

27.8.1 **Teachers Unit Members** to be involuntarily transferred shall have the right to indicate preference from a list of vacancies.

27.8.3 The District will provide the **teacher unit member** being transferred with any reasonable assistance the **teacher unit member** needs in moving supplies to the new assignment.

27.8.4 Any **teacher unit member** who has been involuntarily transferred will not be involuntarily transferred again for four (4) years.

Contract Terminology - His/Her to They/Them (Not otherwise corrected elsewhere)

4.5 ...and (c) to receive credit for annual salary increments provided during **his their** leave.

Article 24 WORKDAY ...In concert with the California Standards for the Teaching Profession, each unit member shall make a commitment to acquire the knowledge and skills necessary to fulfill **his their** responsibilities and should focus on **his their** contribution to the learning and achievement of District students

32.5 All employees covered by the terms of this Agreement may use reasonable restraint as prescribed by California state law in securing obedience from students in the performance of **his their** duties.



APPENDIX 1 – UNIT MEMBER SALARY SCHEDULES

BUENA PARK TEACHER & COUNSELOR SALARY SCHEDULE 185 Days Per Year

Salary Schedule Effective July 1, 2025

Schedule is for both STRS and PERS members.
Any reference to units indicates semester, graduate level units.

Annual Salaries Paid Tenthly

	Column II	Column III	Column IV	Column V	
	Not Fully Cred + BA	Credential	BA + 45 units or MA	BA + 60 units incl. MA	
1	\$61,103	\$65,074	\$69,304	\$73,809	1
2	\$63,697	\$67,837	\$72,247	\$76,943	2
3	\$66,408	\$70,723	\$75,321	\$80,215	3
4	\$69,227	\$73,726	\$78,517	\$83,621	4
5	\$72,170	\$76,860	\$81,857	\$87,176	5
6	\$75,239	\$80,126	\$85,335	\$90,881	6
7	\$78,436	\$83,535	\$88,964	\$94,746	7
8	\$81,770	\$87,086	\$92,743	\$98,771	8
9	\$85,278	\$90,782	\$96,682	\$102,969	9
10	\$85,278	\$94,642	\$100,792	\$107,344	10
11	\$85,278	\$94,642	\$100,792	\$111,908	11
12	\$85,278	\$94,642	\$100,792	\$111,908	12
13	\$85,278	\$94,642	\$100,792	\$111,908	13
14	\$85,278	\$99,293	\$105,448	\$116,560	14
15	\$85,278	\$99,293	\$105,448	\$116,560	15
16	\$85,278	\$103,944	\$110,098	\$121,211	16
17	\$85,278	\$103,944	\$110,098	\$121,211	17
18	\$85,278	\$103,944	\$110,098	\$121,211	18
19	\$85,278	\$103,944	\$110,098	\$121,211	19
20	\$85,278	\$108,596	\$114,750	\$125,864	20
21	\$85,278	\$108,596	\$114,750	\$125,864	21
22	\$85,278	\$108,596	\$114,750	\$125,864	22
23	\$85,278	\$108,596	\$114,750	\$126,907	23
24	\$85,278	\$108,596	\$114,750	\$126,907	24
25	\$85,278	\$116,618	\$122,773	\$136,364	25

APPENDIX 1 – UNIT MEMBER SALARY SCHEDULES

BUENA PARK SPECIAL SERVICES SALARY SCHEDULE 185 Days Per Year

Salary Schedule Effective July 1, 2025

APPLIES TO SPECIAL EDUCATION TEACHERS, RESOURCE TEACHERS, EDUCATION SPECIALISTS, AND SPEECH THERAPISTS/PATHOLOGISTS

Schedule is for both STRS and PERS members.
Any reference to units indicates semester, graduate level units.

Annual Salaries Paid Tenthly

	Column II	Column III	Column IV	Column V	
	Not Fully Cred + BA	Credential	BA + 45 units or MA	BA + 60 units incl. MA	
1	\$64,158	\$68,328	\$72,769	\$77,499	1
2	\$66,882	\$71,229	\$75,859	\$80,790	2
3	\$69,728	\$74,259	\$79,087	\$84,226	3
4	\$72,688	\$77,412	\$82,443	\$87,802	4
5	\$75,779	\$80,703	\$85,950	\$91,535	5
6	\$79,001	\$84,132	\$89,602	\$95,425	6
7	\$82,358	\$87,712	\$93,412	\$99,483	7
8	\$85,859	\$91,440	\$97,380	\$103,710	8
9	\$89,542	\$95,321	\$101,516	\$108,117	9
10	\$89,542	\$99,374	\$105,832	\$112,711	10
11	\$89,542	\$99,374	\$105,832	\$117,503	11
12	\$89,542	\$99,374	\$105,832	\$117,503	12
13	\$89,542	\$99,374	\$105,832	\$117,503	13
14	\$89,542	\$104,258	\$110,720	\$122,388	14
15	\$89,542	\$104,258	\$110,720	\$122,388	15
16	\$89,542	\$109,141	\$115,603	\$127,272	16
17	\$89,542	\$109,141	\$115,603	\$127,272	17
18	\$89,542	\$109,141	\$115,603	\$127,272	18
19	\$89,542	\$109,141	\$115,603	\$127,272	19
20	\$89,542	\$114,026	\$120,488	\$132,157	20
21	\$89,542	\$114,026	\$120,488	\$132,157	21
22	\$89,542	\$114,026	\$120,488	\$132,157	22
23	\$89,542	\$114,026	\$120,488	\$133,252	23
24	\$89,542	\$114,026	\$120,488	\$133,252	24
25	\$89,542	\$122,449	\$128,912	\$143,182	25

APPENDIX 1 – UNIT MEMBER SALARY SCHEDULES

BUENA PARK NURSE SALARY SCHEDULE 190 Days Per Year

Schedule Effective July 1, 2025

Schedule is for both STRS and PERS members.

Annual Salaries Paid Tenthly

	Column I	Column II	
	Bachelor of Nursing Degree	Masters of Nursing Degree	
1	\$85,949	\$91,535	1
2	\$89,603	\$95,424	2
3	\$93,414	\$99,484	3
4	\$97,380	\$103,710	4
5	\$101,517	\$108,117	5
6	\$105,832	\$112,711	6
7	\$105,832	\$117,504	7
8	\$105,832	\$117,504	8
9	\$105,832	\$117,504	9
10	\$110,721	\$122,388	10
11	\$110,721	\$122,388	11
12	\$115,602	\$127,272	12
13	\$115,602	\$127,272	13
14	\$115,602	\$127,272	14
15	\$115,602	\$127,272	15
16	\$120,487	\$132,156	16
17	\$120,487	\$132,156	17
18	\$120,487	\$132,156	18
19	\$120,487	\$132,156	19
20	\$120,487	\$132,156	20
21	\$128,913	\$140,577	21
22	\$128,913	\$140,577	22
23	\$128,913	\$140,577	23
24	\$128,913	\$140,577	24
25	\$134,069	\$146,201	25

APPENDIX 1 – UNIT MEMBER SALARY SCHEDULES

BUENA PARK PSYCHOLOGIST SALARY SCHEDULE 191 Days Per Year

Schedule Effective July 1, 2025

Schedule is for both STRS and PERS members.
Any reference to units indicates semester, graduate level units.

Annual Salaries Paid Tenthly

	Column II	Column III	Column IV	Column V	
	Not Fully Cred + BA	Credential	BA + 45 units or MA	BA + 60 units incl. MA	
1	\$77,770	\$82,826	\$88,209	\$93,940	1
2	\$79,908	\$85,103	\$90,634	\$96,525	2
3	\$82,108	\$87,444	\$93,127	\$99,179	3
4	\$84,365	\$89,848	\$95,689	\$101,906	4
5	\$86,686	\$92,319	\$98,320	\$104,709	5
6	\$89,069	\$94,858	\$101,023	\$107,587	6
7	\$91,519	\$97,467	\$103,801	\$110,547	7
8	\$94,035	\$100,148	\$106,655	\$113,586	8
9	\$98,071	\$104,398	\$111,186	\$118,413	9
10	\$98,071	\$108,838	\$115,911	\$123,445	10
11	\$98,071	\$108,838	\$115,911	\$128,694	11
12	\$98,071	\$108,838	\$115,911	\$128,694	12
13	\$98,071	\$108,838	\$115,911	\$128,694	13
14	\$98,071	\$114,187	\$121,266	\$134,044	14
15	\$98,071	\$114,187	\$121,266	\$134,044	15
16	\$98,071	\$119,536	\$126,611	\$139,392	16
17	\$98,071	\$119,536	\$126,611	\$139,392	17
18	\$98,071	\$119,536	\$126,611	\$139,392	18
19	\$98,071	\$119,536	\$126,611	\$139,392	19
20	\$98,071	\$124,885	\$131,962	\$144,742	20
21	\$98,071	\$124,885	\$131,962	\$144,742	21
22	\$98,071	\$124,885	\$131,962	\$144,742	22
23	\$98,071	\$124,885	\$131,962	\$144,742	23
24	\$98,071	\$124,885	\$131,962	\$144,742	24
25	\$98,071	\$134,111	\$141,190	\$153,966	25

APPENDIX 1 – UNIT MEMBER SALARY SCHEDULES

BUENA PARK TEACHER & COUNSELOR SALARY SCHEDULE 185 Days Per Year

Salary Schedule Effective July 1, 2026

Schedule is for both STRS and PERS members.
Any reference to units indicates semester, graduate level units.

Annual Salaries Paid Tenthly

	Column II	Column III	Column IV	Column V	
	Not Fully Cred + BA	Credential	BA + 45 units or MA	BA + 60 units incl. MA	
1	\$61,103	\$65,074	\$69,304	\$73,809	1
2	\$63,697	\$67,837	\$72,247	\$76,943	2
3	\$66,408	\$70,723	\$75,321	\$80,215	3
4	\$69,227	\$73,726	\$78,517	\$83,621	4
5	\$72,170	\$76,860	\$81,857	\$87,176	5
6	\$75,239	\$80,126	\$85,335	\$90,881	6
7	\$78,436	\$83,535	\$88,964	\$94,746	7
8	\$81,770	\$87,086	\$92,743	\$98,771	8
9	\$85,278	\$90,782	\$96,682	\$102,969	9
10	\$85,278	\$94,642	\$100,792	\$107,344	10
11	\$85,278	\$94,642	\$100,792	\$111,908	11
12	\$85,278	\$94,642	\$100,792	\$111,908	12
13	\$85,278	\$94,642	\$105,448	\$116,560	13
14	\$85,278	\$99,293	\$105,448	\$116,560	14
15	\$85,278	\$99,293	\$105,448	\$121,211	15
16	\$85,278	\$103,944	\$110,098	\$121,211	16
17	\$85,278	\$103,944	\$110,098	\$123,635	17
18	\$85,278	\$103,944	\$110,098	\$123,635	18
19	\$85,278	\$103,944	\$114,750	\$126,108	19
20	\$85,278	\$108,596	\$114,750	\$126,108	20
21	\$85,278	\$108,596	\$114,750	\$128,630	21
22	\$85,278	\$108,596	\$119,340	\$128,630	22
23	\$85,278	\$108,596	\$119,340	\$131,203	23
24	\$85,278	\$108,596	\$119,340	\$131,203	24
25	\$85,278	\$116,618	\$122,773	\$136,364	25

APPENDIX 1 – UNIT MEMBER SALARY SCHEDULES

BUENA PARK SPECIAL SERVICES SALARY SCHEDULE 185 Days Per Year

Salary Schedule Effective July 1, 2026

APPLIES TO SPECIAL EDUCATION TEACHERS, RESOURCE TEACHERS, EDUCATION SPECIALISTS, AND SPEECH THERAPISTS/PATHOLOGISTS

Schedule is for both STRS and PERS members.
Any reference to units indicates semester, graduate level units.

Annual Salaries Paid Tenthly

	Column II	Column III	Column IV	Column V	
	Not Fully Cred + BA	Credential	BA + 45 units or MA	BA + 60 units incl. MA	
1	\$64,158	\$68,328	\$72,769	\$77,499	1
2	\$66,882	\$71,229	\$75,859	\$80,790	2
3	\$69,728	\$74,259	\$79,087	\$84,226	3
4	\$72,688	\$77,412	\$82,443	\$87,802	4
5	\$75,779	\$80,703	\$85,950	\$91,535	5
6	\$79,001	\$84,132	\$89,602	\$95,425	6
7	\$82,358	\$87,712	\$93,412	\$99,483	7
8	\$85,859	\$91,440	\$97,380	\$103,710	8
9	\$89,542	\$95,321	\$101,516	\$108,117	9
10	\$89,542	\$99,374	\$105,832	\$112,711	10
11	\$89,542	\$99,374	\$105,832	\$117,503	11
12	\$89,542	\$99,374	\$105,832	\$117,503	12
13	\$89,542	\$99,374	\$110,720	\$122,388	13
14	\$89,542	\$104,258	\$110,720	\$122,388	14
15	\$89,542	\$104,258	\$110,720	\$127,272	15
16	\$89,542	\$109,141	\$115,603	\$127,272	16
17	\$89,542	\$109,141	\$115,603	\$129,817	17
18	\$89,542	\$109,141	\$115,603	\$129,817	18
19	\$89,542	\$109,141	\$120,488	\$132,413	19
20	\$89,542	\$114,026	\$120,488	\$132,413	20
21	\$89,542	\$114,026	\$120,488	\$135,062	21
22	\$89,542	\$114,026	\$125,307	\$135,062	22
23	\$89,542	\$114,026	\$125,307	\$137,763	23
24	\$89,542	\$114,026	\$125,307	\$137,763	24
25	\$89,542	\$122,449	\$128,912	\$143,182	25

APPENDIX 1 – UNIT MEMBER SALARY SCHEDULES

BUENA PARK NURSE SALARY SCHEDULE 190 Days Per Year

Schedule Effective July 1, 2026

Schedule is for both STRS and PERS members.

Annual Salaries Paid Tenthly

	Column I	Column II	
	Bachelor of Nursing Degree	Masters of Nursing Degree	
1	\$85,949	\$91,535	1
2	\$89,603	\$95,424	2
3	\$93,414	\$99,484	3
4	\$97,380	\$103,710	4
5	\$101,517	\$108,117	5
6	\$105,832	\$112,711	6
7	\$105,832	\$117,504	7
8	\$105,832	\$117,504	8
9	\$105,832	\$117,504	9
10	\$110,721	\$122,388	10
11	\$110,721	\$122,388	11
12	\$115,602	\$127,272	12
13	\$115,602	\$127,272	13
14	\$115,602	\$127,272	14
15	\$115,602	\$127,272	15
16	\$120,487	\$132,156	16
17	\$120,487	\$132,156	17
18	\$120,487	\$132,156	18
19	\$120,487	\$132,156	19
20	\$120,487	\$132,156	20
21	\$128,913	\$140,577	21
22	\$128,913	\$140,577	22
23	\$128,913	\$140,577	23
24	\$128,913	\$140,577	24
25	\$134,069	\$146,201	25

APPENDIX 1 – UNIT MEMBER SALARY SCHEDULES

BUENA PARK PSYCHOLOGIST SALARY SCHEDULE 191 Days Per Year

Schedule Effective July 1, 2026

Schedule is for both STRS and PERS members.
Any reference to units indicates semester, graduate level units.

Annual Salaries Paid Tenthly

	Column II	Column III	Column IV	Column V	
	Not Fully Cred + BA	Credential	BA + 45 units or MA	BA + 60 units incl. MA	
1	\$77,770	\$82,826	\$88,209	\$93,940	1
2	\$79,908	\$85,103	\$90,634	\$96,525	2
3	\$82,108	\$87,444	\$93,127	\$99,179	3
4	\$84,365	\$89,848	\$95,689	\$101,906	4
5	\$86,686	\$92,319	\$98,320	\$104,709	5
6	\$89,069	\$94,858	\$101,023	\$107,587	6
7	\$91,519	\$97,467	\$103,801	\$110,547	7
8	\$94,035	\$100,148	\$106,655	\$113,586	8
9	\$98,071	\$104,398	\$111,186	\$118,413	9
10	\$98,071	\$108,838	\$115,911	\$123,445	10
11	\$98,071	\$108,838	\$115,911	\$128,694	11
12	\$98,071	\$108,838	\$115,911	\$128,694	12
13	\$98,071	\$108,838	\$115,911	\$134,044	13
14	\$98,071	\$114,187	\$121,266	\$134,044	14
15	\$98,071	\$114,187	\$121,266	\$139,392	15
16	\$98,071	\$119,536	\$126,611	\$139,392	16
17	\$98,071	\$119,536	\$126,611	\$142,180	17
18	\$98,071	\$119,536	\$126,611	\$142,180	18
19	\$98,071	\$119,536	\$126,611	\$145,024	19
20	\$98,071	\$124,885	\$131,962	\$145,024	20
21	\$98,071	\$124,885	\$131,962	\$147,924	21
22	\$98,071	\$124,885	\$131,962	\$147,924	22
23	\$98,071	\$124,885	\$131,962	\$150,882	23
24	\$98,071	\$124,885	\$131,962	\$150,882	24
25	\$98,071	\$134,111	\$141,190	\$153,966	25

APPENDIX 2 – CLASS SIZE CONCERNS FORM

CLASS SIZE CONCERNS

(To be completed by the teacher)

Teacher _____ Date _____

Principal _____ School _____

.....

Subject(s) grade taught _____

Check one: Self-contained ☐; Team ☐; Departmentalized ☐.

Check one: Homogenous Grouping ☐; Heterogeneous Grouping ☐.

Check one: Student Grouping: High ☐; High Average ☐; Average ☐;
Low Average ☐; Low ☐; Mixture of all ☐.

List number of children in each grouping description: E.H. _____; L.E.S. _____;

Psychological problems _____; Home problems _____; Discipline problems _____;

Physically handicapped _____; Competency test failures _____.

List responsibilities besides teaching assignment (duty, parent conferences, parent contacts, meetings, weekly progress reports assignments, committee work, state reports, I.E.P.s, etc.) Attach to this sheet.

(Attach your weekly teaching schedule. Include time blocks, subjects taught, number of students in each class, student ability grouping of each class, and any other weekly school assignments.)

State concern (situation, reasons and all pertinent information to justify concern - use back of this sheet or attach if necessary):

Teacher's recommendation of acceptable alternatives to problem: _____

The principal's response to this concern should be attached to this paper. (It may be written by the teacher if the principal does not give a response in writing.)

Informal consultation between teacher and principal held: Yes _____ No _____

I am not satisfied with the attached solution and herewith submit this to the Class Size Committee.

Teacher's Signature

**APPENDIX 3a - SCHOOL TRANSFER/GRADE LEVEL-PROGRAM
REASSIGNMENT REQUEST FORM**

**APPENDIX III
SCHOOL TRANSFER/GRADE LEVEL-PROGRAM REASSIGNMENT
(Article 27.1.2)
REQUEST FORM
(FORM NEED NOT BE SUBMITTED IF A TRANSFER IS NOT DESIRED)**

Present assignment: _____
(School) (Grade/Position)

Length of time in present assignment: _____
(Years/Months)

Please check appropriate box:

☐ **Request to be transferred to _____ School for the
following reason:** _____

☐ **Request to be reassigned (indicate grade level/program) _____
at the same work location for the following reason:** _____
(Note: Grade level/program assignments are made by school principal.)

PREVIOUS EXPERIENCE IN DISTRICT	
SCHOOL	GRADE/POSITION

NAME: _____ **DATE:** _____

Keep a copy for your records and please submit this form to the Human Resources Office.

**APPENDIX 3b –
INTENT/TRANSFER REQUEST
FORM**

DATE:

**BUENA PARK SCHOOL DISTRICT
REQUEST FOR TRANSFER/INTENT NOTICE FORM**

To: All Certificated Staff Members

From: _____, Chief Personnel Officer

**RE: REQUEST FOR TRANSFER/INTENT NOTICE FORM
REGARDING EMPLOYMENT FOR THE _____ SCHOOL YEAR**

In accordance with Article 27.1.2 of the agreement between the Buena Park Teachers' Association (BPTA) and Buena Park School District Governing Board, this notice is provided for voluntary transfer requests and to facilitate the District's staff planning for the _____ school year. Please complete this form and return it to the Human Resources Department at the District Office no later than **February __, 20__**. Your timely response is greatly appreciated.

**Buena Park School District
REQUEST FOR TRANSFER/INTENT NOTICE FORM
REGARDING CERTIFICATED EMPLOYMENT FOR THE 20__ - 20__ SCHOOL YEAR**

☐ It **IS** my intent/desire to continue working under contract with Buena Park School District for the 20__ – 20__ school year.

☐ I would like to request a transfer to _____ School for the following reasons:

(Note: Grade level assignments made by individual school site administrators.)

☐ I would like to request a leave of absence, without pay, from _____ to _____

☐ I would like to request a shared contract with the following, current, tenured BPSD staff member:

☐ It is **NOT** my intent to continue working with Buena Park School District for the 20__ - 20__ school year.

I am planning to retire, effective _____

☐ It is **NOT** my intent to continue working with Buena Park School District for the 20__ - 20__ school year.

I am voluntarily resigning, effective _____

Signed: _____

Date: _____

Name (Printed): _____

School Site: _____

Comments: _____

**APPENDIX 4 – 2026-2027 INSTRUCTIONAL CALENDAR (TRADITIONAL YEAR)
BUENA PARK SCHOOL DISTRICT
TEACHERS, COUNSELORS, & SPEECH LANGUAGE SPECIALISTS**

New Faculty Only Reports for Duty	Thursday	August 6, 2026
New Faculty Only Workday	Friday	August 7, 2026
First Duty Day	Monday	August 10, 2026
Staff Development Day #1	Monday	August 10, 2026
Professional Planning Day	Tuesday	August 11, 2026
School Opens	Wednesday	August 12, 2026
Non Student Days		
Labor Day	Monday	September 7, 2026
Parent-Teacher Conferences (Work Day)	Thursday	October 1, 2026
Parent-Teacher Conferences (Work Day)	Friday	October 2, 2026
Staff Development Day #2	Monday	November 2, 2026
Veteran's Day	Wednesday	November 11, 2026
Thanksgiving Recess - Monday, November 23, 2026 through Friday, November 27, 2026		
Winter Recess - Monday, December 21, 2026 through Friday, January 01, 2027		
Martin Luther King, Jr. Day	Monday	January 18, 2027
Lincoln Day	Monday	February 8, 2027
Washington Day	Monday	February 15, 2027
Spring Recess - Monday, March 15, 2027 through Friday, March 19, 2027		
Memorial Day	Monday	May 31, 2027
Last Day of School	Friday	May 28, 2027
Last Duty Day	Friday	May 28, 2027

CALENDAR MONTHS

DAYS OF DUTY		NON-PAID, NON WORK DAYS	
July	0	July	0
August	16	August	5
September	21	September 1	1
October	22	October	0
November	15	November 11, 23-27	6
December	14	December 21-31	9
January	19	January 1,18	2
February	18	February 8,15	2
March	18	March 15-19	5
April	22	April	0
May	20	May 31	1
June	0	June	0
TOTALS	185		31

APPENDIX 4 – 2026-2027 INSTRUCTIONAL CALENDAR (TRADITIONAL YEAR)
BUENA PARK SCHOOL DISTRICT
PSYCHOLOGISTS

First Duty Day	Wednesday	August 5, 2026
Staff Development Day #1	Monday	August 10, 2026
School Opens	Wednesday	August 12, 2026
Non Student Days		
Labor Day	Monday	September 7, 2026
Parent-Teacher Conferences (Work Day)	Thursday	October 1, 2026
Parent-Teacher Conferences (Work Day)	Friday	October 2, 2026
Staff Development Day #2	Monday	November 2, 2026
Veteran's Day	Wednesday	November 11, 2026
Thanksgiving Recess - Monday, November 23, 2026 through Friday November 27, 2026		
Winter Recess - Monday, December 21, 2026 through Friday, January 01, 2027		
Martin Luther King, Jr. Day	Monday	January 18, 2027
Lincoln Day	Monday	February 8, 2027
Washington Day	Monday	February 15, 2027
Spring Recess - Monday, March 15, 2027 through Friday, March 19, 2027		
Memorial Day	Monday	May 31, 2027
Last Day of School	Friday	May 28, 2027
Last Duty Day	Thursday	June 3, 2027

CALENDAR MONTHS

DAYS OF DUTY		NON-PAID, NON WORK DAYS	
July	0	July	0
August	19	August	2
September	21	September 1	1
October	22	October	0
November	15	November 11, 23-27	6
December	14	December 21-31	9
January	19	January 1,18	2
February	18	February 8,15	2
March	18	March 15-19	5
April	22	April	0
May	20	May 31	1
June	3	June	0
TOTALS	191		28

APPENDIX 4 – 2026-2027 INSTRUCTIONAL CALENDAR (TRADITIONAL YEAR)
BUENA PARK SCHOOL DISTRICT
DISTRICT NURSE

First Duty Day	Tuesday	August 4, 2026
Staff Development Day #1	Monday	August 10, 2026
School Opens	Wednesday	August 12, 2026
Non Student Days		
Labor Day	Monday	September 7, 2026
Parent-Teacher Conferences (Work Day)	Thursday	October 1, 2026
Parent-Teacher Conferences (Work Day)	Friday	October 2, 2026
Staff Development Day #2	Monday	November 2, 2026
Veteran's Day	Wednesday	November 11, 2026
Thanksgiving Recess - Monday, November 23, 2026 through Friday November 27, 2026		
Winter Recess - Monday, December 21, 2026 through Friday, January 01, 2027		
Martin Luther King, Jr. Day	Monday	January 18, 2027
Lincoln Day	Monday	February 8, 2027
Washington Day	Monday	February 15, 2027
Spring Recess - Monday, March 15, 2027 through Friday, March 19, 2027		
Memorial Day	Monday	May 31, 2027
Last Day of School	Friday	May 28, 2027
Last Duty Day	Tuesday	June 1, 2027

CALENDAR MONTHS

DAYS OF DUTY		NON-PAID, NON WORK DAYS	
July	0	July	0
August	20	August	1
September	21	September 1	1
October	22	October	0
November	15	November 11, 23-27	6
December	14	December 21-31	9
January	19	January 1,18	2
February	18	February 8,15	2
March	18	March 15-19	5
April	22	April	0
May	20	May 31	1
June	1	June	0
TOTALS	190		27

**APPENDIX 10b – CERTIFICATED CATASTROPHIC SICK LEAVE BANK
REQUEST FOR WITHDRAWAL FORM**

Buena Park School District
Buena Park Teachers association (BPTA)

**CATASTROPHIC CERTIFICATED SICK LEAVE BANK
REQUEST FOR WITHDRAWAL FORM**

PART A

NAME (please print) _____

ADDRESS _____

WORK SITE _____ POSITION _____

ILL/INJURED INDIVIDUAL: SELF ____; QUALIFYING FAMILY MEMBER ____

IF QUALIFYING FAMILY MEMBER:

NAME _____ RELATIONSHIP _____

Definition: "Catastrophic illness" or "injury" means a physical illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates a member of the unit member's family, which requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave and other paid time off.

Elective surgery, personal necessity, animal pregnancy, workers' compensation claims, or bereavement do not qualify as a catastrophic illness or injury.

As a member of the BPTA Sick Leave Bank Program of the Buena Park School District, I am requesting ____ days from the Sick Leave Bank due to the circumstances described in the statement accompanying this request.

FROM: _____ TO: _____
Month Date Year Month Date Year

I understand that before sick leave may be withdrawn from the Sick Leave Bank, all my accrued sick leave must be used.

EMPLOYEE SIGNATURE: _____ DATE: _____

PART B

MEDICAL VERIFICATION

Patient's Name: _____

Does applicant meet the criteria for "catastrophic illness"? (Check one: Yes ☐ No ☐)

Employee will be completely unable to work from _____ to _____

Physician's Signature _____ Date _____

Physician's Name (please print) _____ License No. _____

PART C

STATEMENT OF CIRCUMATANCES

(Applicant shall describe in detail the circumstances underlying the request and how these circumstances create a financial hardship.)

**Memorandum of Understanding Between
Buena Park School District & Buena Park Teachers Association
for the 2026-2027 School Year
Regarding Article 24.8 - Elementary Planning Time**

January 13, 2026

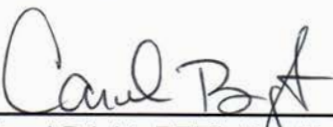
In order to facilitate enhanced professional development opportunities at our elementary campuses in the 2026-2027 school year, this one-year memorandum of understanding proposes to temporarily set aside the normal language of Article 24.8 which states:

By the eleventh (11) student day, teachers in grades SDC Preschool through five (5) shall be provided one (1) period per week (approximately 75 minutes) of planning time for instructional purposes.

Instead, this one-year proposal for elementary school Thursday afternoons for the 2026-2027 school year would be:

By the sixth (6th) student day, for the 2026-2027 school year, teachers in grades SDC Preschool through five (5) shall be provided with approximately 2 hours and 15 minutes of Thursday afternoons for planning time for instructional purposes, with one Thursday afternoon per month reserved for district/principal-directed professional development. Professional development opportunities will pertain to the job position held by the member. The district/principal-directed professional development cannot occur back-to-back, not on the weeks before or after a break, and not to exceed six (6) per year. To meet the unique needs of our students with special needs, Education Specialists may be scheduled for up to four (4) additional professional development sessions specific to special education which will not exceed one (1) hour each.

For BPTA:

 5/05/26

Carol Bright, BPTA President



Christina Beltran, BPTA Bargaining Chair

For BPSD:



Paul Deines, Chief Personnel Officer



Sandra Poteet, Assistant Superintendent,
Business & Operations