

ARTICLE I
IMPLEMENTATION

Agreement

A. The Articles and provisions contained herein constitute a bilateral and binding agreement (hereinafter referred to as “Agreement”) by and between the KERN HIGH SCHOOL DISTRICT (hereinafter referred to as “District,” “Employer,” or “Board”) and the KERN HIGH SCHOOL TEACHERS ASSOCIATION, and—affiliate of the CALIFORNIA TEACHERS ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION (hereinafter referred to as the “Association” or “Exclusive Representative”), an employee organization, and pertaining to certificated employee bargaining unit members. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (hereinafter referred to as the “Act”).

Recognition

B. The Employer recognizes the Association as the Exclusive Representative of the following classification bargaining unit:

Adult School Teachers with a primary bargaining unit assignment of 20 or more
hours per week in the BAS program

Audiologists

Certificated School Nurses

Classroom Teachers on Contract

Counselors

Independent Study Teachers

Program Specialists

~~Certificated School Nurses~~

Regional Occupational Center Teachers

School Psychologists

Speech Language Pathologists

Teacher Librarians

Teachers on Special Assignment (TOSAs)

Title I Coordinators

Specifically excluded from the certificated bargaining unit are all certificated management, confidential, and supervisory employees, social workers, adult school hourly employees

who work less than 20 hours per week, substitutes, and all classified employees.

Application of Agreement

- C. The provisions of this Agreement shall be applied to bargaining unit members in a manner that is not arbitrary or capricious.

ARTICLE II

SALARY

- A. The “Certificated Base Salary Schedule” and related salary schedules, which are coterminous with provisions of this Agreement, are attached as Appendices A through A-4.

~~For the 2021-22 school year, Appendices A through A-2 A-4 shall be increased by four percent (4.0%), effective July 1, 2021.~~

~~For the 2022-23 school year, Appendices A through A-4 shall be increased by nine percent (9%), retroactive to July 2, 2022.~~

For the 2023 - 24 school year, the bargaining unit certificated salary schedules will be increased by five percent (5%) effective July 1, 2023. ~~the parties may reopen negotiations on salary.~~ *[Inclusion of Extended Day Teaching pay is reflected in Appendix B]*

1. The “Schedule for Extra Services,” which is coterminous with the provisions of this agreement, is attached as Appendix B. Application of the Base Salary Schedule increase to the percentages listed in Appendix B shall be retroactive to July 1, 2022-2023.
 2. For each school year of this Agreement, step or column movements for those bargaining unit members who have qualified during the prior school year shall be implemented at the beginning of the subsequent school year, pursuant to District policy.
 3. Steps #14, #15, #16, and #17 are awarded on the basis of qualified educational services and military service credit granted for initial salary placement are available only on Class VI.
 4. Classroom teachers on a 4/5 assignment (four classes/one preparation period) shall be compensated at 5/6 pay.
- B. In order for a bargaining unit member to qualify for advancement from any particular classification to a higher classification, they must show evidence of having satisfactorily completed 15 semester units [with the exception of Class I to Class II,

which is 30 units of acceptable course work]. Units must be earned from a WASC-accredited institution or from an approved institution accredited by a regional accrediting agency that is listed in the “Accredited Institutions of Post-Secondary Education.” Units earned in the following manner will be acceptable for salary class advancement:

1. The following courses will be accepted without special approval, upon filing proper transcripts or grade slips.
 - a. All graduate courses related to a major, minor, or teaching field taken in residence at an accredited college or university.
 - b. All extension graduate courses closely related to a major, minor, or teaching field.
 - c. All upper division courses related to a major, minor, or teaching field.
 - d. One or more lower division courses may be taken during the year (September 1st through August 31st) if closely related to major, minor, or teaching field if total value does not exceed three semester units.
 - e. Additional lower division units must be approved in advance of completion by submitting a request in writing to the Human Resources Administrator. Credit for lower division units include, but are not limited to:
 - Fulfillment of the bachelor’s degree by a holder of a CTE credential.
 - Development of proficiency in a foreign language, e.g., Spanish.
 - Development of proficiency in computer use.
 - f. Collegiate-level courses that do not meet the above requirements must have prior written approval from the Human Resources Administrator by filling out the Salary Advancement Request Form. This form can be requested by email from the Human Resources Administrator. Courses outside a major, minor, or teaching field may be permissible if their value to the teaching assignment is justified.
 - g. All courses at any level may be repeated for credit after an interval of eight years, as long as they still comply with the established rules.
 - h. The credit granted shall be governed by the rule in existence at the time the activity was begun.
 - i. A grade of at least “C” or “pass” must be earned on all course work.

j. Credit of less than one-half semester unit will not be accepted.

2. Credit for Professional Development

Credit for District Professional Development and other approved Workshops will be accepted as provided by this paragraph. Applications for the program may be obtained from the Human Resources Division. Credit may be earned at the rate of one semester unit for each 15 hours of attendance at District sponsored Professional Development. Hours earned in approved courses and workshops that are less than eight hours may be accumulated. In order for District-sponsored Professional Development to be used for salary advancement, hours accumulated must be submitted by the bargaining unit member on the Accumulated Credit Request Form. This form must be submitted by the bargaining unit member, along with supporting documentation, to the Human Resources Division. Supporting documentation may be a Workshop Credit Report (for hours accumulated through calendar year 2019) and/or auto generated and emailed Certificates of Attendance (for hours accumulated post calendar year 2019). Such certificates are auto-generated and emailed to all bargaining unit members at the kernhigh.org email address after attendance at each District-sponsored Professional Development. It is the bargaining unit member's responsibility to attach them as supporting documentation for all creditable hours listed on the Accumulated Credit Request Form.

a. All courses at any level may be repeated for credit after an interval of eight years, as long as they still comply with the established rules.

b. The credit granted shall be governed by the rule in existence at the time the activity was begun.

c. Credit of less than one-half semester unit will not be accepted.

d. A maximum of six semester units per 15-unit salary class advancement is allowed for District-sponsored Professional Development. The six-semester unit maximum does not apply to the one-time 120 credit hours earned through the completion of the Kern High Induction Program (KHIP) or the one-time 60 credit hours earned through the completion of the district's CTE credentialing program. Hours may not be credited for attending required meetings and/or trainings for hiring/retentions purposes, including employment orientations.

3. Distance/Online Learning/Continuing Education Units

Although there is no maximum on the total number of units allowed, the following limits apply:

- a. Lecture Series Courses: A maximum of three semester units per 15-unit salary class advancement is allowed for lecture series courses.
- b. Travel/Study Courses: A maximum of three semester units per 15-unit salary class advancement is allowed for travel/study courses.
- c. Distance/~~Online~~-Learning Courses: A maximum of six semester units per 15-unit salary class advancement is allowed for distance-learning courses with the following exceptions:
 - i) The six-unit maximum does not apply to district-approved course work required for CLAD certification or to courses offered by the University of California and California State University systems.
 - ii) The six unit maximum does not apply for online course work that satisfies all other applicable requirements of paragraph B.1.of this Article.
 - iii) Curriculum development classes, in person or online, are limited to six units per 15-unit salary class advancement.
- d. Continuing Education Units shall be credited with one semester unit for 15 hours of work. Continuing Education Units must be earned from a WASC accredited institution or from an approved institution accredited by a regional accrediting agency that is listed in the “Accredited Institutions of Post-Secondary Education.” Bargaining unit members will provide verification of the number of hours of work per CEU unit. A maximum of six semester units per 15-unit salary class advancement is allowed for Continuing Education Units.
- e. Bargaining unit members who attend professional development that is not District-sponsored, may have the option to purchase university credit through the entity offering the professional development. The only way to earn credit for this professional development is to purchase the credit. The bargaining unit member is responsible to purchase the credit, complete the requirements, and submit an official transcript to the Human Resources Division in order to receive credit

for salary advancement. Units must be earned from a WASC-accredited institution or from an approved institution accredited by a regional accrediting agency that is listed in the “Accredited Institutions of Post-Secondary Education.”

- f. All courses at any level may be repeated for credit after an interval of eight years, as long as they still comply with the established rules.
- g. The credit granted shall be governed by the rule in existence at the time the activity was begun.
- h. A grade of at least “C” or “pass” must be earned on all course work.
- i. Credit of less than one-half semester unit will not be accepted.

- 4. No credit for salary class advancement will be granted for activities engaged in during one’s regular paid duty hours.
- 5. No credit for salary class advancement will be granted for activities engaged in outside of regular duty hours when a stipend has been received for services rendered.
- 6. Credit for salary class advancement may be granted for that portion of appropriate in-service activities which exceed the number of hours for which one has received a stipend, providing the activity was approved.
- 7. Official transcripts must be filed with the Human Resources Division by November 30th if credit or degree is to be applied to the current year’s contract. If this deadline is observed, the credit will be made retroactive to the beginning of the school year. ~~Work~~ Coursework to be applied to the contract for that school year must be completed prior to August 31st. A degree must be conferred by August 31st to be applied to this year’s contract.

C. All bargaining unit members who serve other than the established work year shall receive salary which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of regular workdays, based upon the bargaining unit member’s daily rate of pay. “Daily rate of pay” shall mean the annual salary divided by the number of days in the bargaining unit member’s work year.

D. Salary payments shall be made on an 11-month basis (August 31 through June 30).

1. Salary payments for service in addition to the bargaining unit member's regular assignment shall be made as soon as possible with the Employer's control following the payroll period in which the service was completed.
2. The salary warrant, or an attachment, shall provide an itemized listing of any extra services payment.

E. The mileage rate for bargaining unit member use of a personal vehicle(at the direction of the District) shall be the current applicable rate set by the Internal Revenue Service.

F. The District shall reimburse bargaining unit members for loss or damage to personal property in the course of employment not occasioned by their own neglect, mistake, or negligence up to a maximum of ~~\$300.00~~ \$1000.00 per incident.

1. Bargaining unit members using their own tools, instructional equipment, or instructional materials shall have advance written approval of their immediate supervisor or the provisions for reimbursement shall not apply.
2. Damage to bargaining unit members' automobiles shall not be covered unless the automobile is being utilized by the bargaining unit member at the written direction of the District.

G. Upon appropriate written authorization for the bargaining unit member, the District shall deduct from the salary of any bargaining unit member and make appropriate remittance for such deductions to, but not limited to, annuities, credit unions, savings bonds, charitable donations, and any other plans or programs jointly approved by the Association and the District.

H. In the event a bargaining unit member is overpaid wages or other compensation as a result of error or other circumstances, the bargaining unit member and the District have an obligation to inform the other of overpayment as soon as the overpayment is discovered.

1. In the event the District discovers an overpayment, it shall notify the bargaining unit member in writing of the amount and the reason it occurred. If the bargaining unit member agrees with the overpayment notice, the bargaining unit member shall sign a statement authorizing the deduction and return it to the District. A

follow-up meeting shall be held between the bargaining unit member and a District representative.

2. If the overpayment is \$150.00 or less, the District may deduct the full amount from the bargaining unit member's next payroll check. If the overpayment is more than \$150.00, the District may deduct on a schedule mutually agreed-upon by the bargaining unit member and the District.
- I. In the event a bargaining unit member is underpaid wages or other compensation, the bargaining unit member and the District have an obligation to inform the other as soon as the underpayment is discovered. The District will issue an off-cycle check in accordance with the off-cycle schedule, if not sooner, if the bargaining unit member requests it.
 - J. Pay advice will be sent to members by the end of the fifth week of the school year. A revised pay advice will be sent to members who are moved on the salary schedule based on salary advancement units that have been submitted in accordance with Section B.7 of this article by the end of the first semester.

ARTICLE III
HEALTH AND WELFARE BENEFITS

- A. The District shall provide the following health and welfare benefits programs:
1. Medical Insurance for each bargaining unit member and eligible dependent(s). (Self-Insured Schools of California (“SISC III”) – PBC80-D\$20 w/PBCH & R\$7-25)
 2. Dental insurance for the bargaining unit member and eligible dependent(s). (Delta Dental DD1000 or PPO1500A 75/1500)
 3. Vision Insurance for each bargaining unit member and eligible dependent(s). (VSP – C\$20)
 4. Life Insurance (Decreasing Term) for each bargaining unit member.

For the term of this Agreement, the District agrees to transfer to SISC III an amount equivalent to the full cost of the plan coverage per contract for the medical, dental, vision, and life insurance coverages set forth in this paragraph.

- B. The parties agree that medical, dental, and vision insurance programs administered by SISC shall continue to be utilized for the term of this Agreement. Any modifications to the District’s programs or providers shall be by mutual agreement between the District and the Exclusive Representative.
- C. For bargaining unit members whose assigned workday is less than the normal workday, the District shall prorate its contribution for health and welfare benefits based upon the ratio of the bargaining unit member’s workday to a normal workday.
- D. No in-lieu payments or contributions to programs other than those which the District provides above shall be made by the district for any bargaining unit members who elect not to subscribe to the benefits provided by this Article.
- E. Bargaining unit members on Board-approved unpaid leaves of absence shall have the option to receive District health and welfare benefit coverage(s) for the period of the leaves upon reimbursement to the Employer as long as the practice is allowed by the health and welfare benefit provider(s).
- F. Bargaining unit members who work a complete school year shall have benefits under the District’s health and welfare benefits programs effective through the last day of August of the succeeding school year as long as the practice is allowed by the health and welfare benefit provider(s).

1. Bargaining unit members who are employed subsequent to the first day of the school year shall have health and welfare benefits commence on the first day of the month following the date of employment.
 2. Bargaining unit members whose employment is terminated prior to the close of the school year shall be covered by the District's insurance programs to the end of the payroll period in which the termination occurs.
- G. The District shall provide the surviving spouse and eligible dependent(s) of any deceased bargaining unit member with the health and welfare benefit contribution which has been made on behalf of the bargaining unit member for a period of three months following the death of an active certificated bargaining unit member, as long as such practice is allowed by the health and welfare benefit provider(s). After the three-month period, the surviving spouse may elect to continue in the same health and welfare benefit program for an additional period as specified in the Consolidated Omnibus Budget Reconciliation Act (COBRA) upon prepayment of the appropriate premium.
- H. The District shall provide a bargaining unit member who has qualified for a California State Teachers Retirement System ("CalSTRS") disability allowance with the health and welfare benefits contribution in effect for active bargaining unit members at the time the bargaining unit member was determined to be disabled. These contributions shall continue for five years, until age 65, or until the bargaining unit member no longer qualifies for the CalSTRS disability allowance, whichever occurs first.
- I. The Exclusive Representative agrees to participate on the District's Insurance Benefits Advisory committee. The Committee will consider medical cost containment options.
- J. A list of providers for the district's plans will be linked on the KHSD's website. Life insurance values will also be accessible on the district's website.

Post-Retirement Employment Project Plan

- K. The District provides a post-retirement employment plan for bargaining unit members. To be eligible, a bargaining unit member must meet the criteria of this section and must either enter the plan and commence service under it during the term of this Agreement or have entered the plan pursuant to a prior collective Bargaining Agreement. Except for such persons, the District assumes no obligation to continue the plan in existence after the end of the term of this Agreement.
1. To be eligible for this plan, each bargaining unit member shall:

- a. Have served in the District for a minimum of ten years as a certificated bargaining unit member.
 - b. Have had a base salary equal to or greater than Class II, Step 11 of the certificated salary schedule for the year immediately preceding the first year of retirement.
 - c. Have attained the age of 55 years.
 - d. Have submitted a request to retire from regular employment with the District.
 - e. Have submitted an application for the post-retirement plan, with the understanding that should a post-retirement position not be found agreeable to the bargaining unit member and the District, the bargaining unit member may withdraw the request to retire and continue in their current District position.
2. Each year, the Human Resources Division shall solicit recommendations from bargaining unit members for post-retirement employment projects. A committee of three faculty appointed by the Association and three administrators appointed by the District shall select the post-retirement employment projects to be approved and shall select the successful applicants.
 - a. Approved projects shall be posted no later than the last day of March. Faculty may apply to be considered for any posted project by May 1. Selection of the successful applicants, the respective projects, and designation of each assigned project supervisor, shall be announced by June 1.
 - b. Bargaining unit members will be placed in not less than 60% of the posted projects.
 - c. The time lines of paragraph J.2.a shall be extended at the request of the committee.
 - d. No more than five percent of the certificated bargaining unit shall be allowed to enter this plan in any one fiscal year unless otherwise approved by the District.
 3. The post-retirement employment plan shall be limited to a period not to exceed five years. The approved project may not commence until six months after the effective date of the bargaining unit member's retirement.

4. Participants in the plan shall serve a maximum of 30 days per year. The projects, by definition, shall be in the best interest of the District.
5. Compensation for participants shall be \$10,000.00 for each school year of service under the plan. The participant's compensation shall be for ~~30 days~~ 180 hours of service. Compensation for less than ~~30 days~~ 180 hours of service shall be prorated.

Early Retirement Fringe Benefit Package

L. A bargaining unit member covered by this Agreement who was hired by the District prior to October 2, 2006, and who retires into CalSTRS at age 55 or older with ten or more consecutive years of paid service to the District immediately prior to the date of retirement shall be eligible for and receive the applicable health and welfare benefit contribution made pursuant to Article III, paragraph A, of this Agreement for active bargaining unit members after completion of the application process. A bargaining unit member who was hired by the District after October 2, 2006, must have 20 years of service (the last 10 of which shall be consecutive) in order to qualify for the benefit set forth in this paragraph. For the purposes of this paragraph, a General Leave of Absence of no more than one school-year duration granted pursuant to Article VIII, paragraph G, shall not be considered a break in service.

1. The contribution shall continue in effect until 65 years of age or until the retiree becomes eligible for other health and welfare benefits (e.g., Social Security, Medicare A). The term "eligible" shall mean the attainment of the age at which the retiree may apply for the benefits.
2. For bargaining unit members who are not granted the employer contribution pursuant to this paragraph, the retiree may elect, with the approval of the insurance provider(s), to continue the health and welfare package upon making direct payments to the District.

ARTICLE IV
ASSOCIATION RIGHTS

- A. The Exclusive Representative shall have the right to use designated bulletin boards, bargaining unit member mail boxes, and District facilities for the purpose of meetings related to the exercise of the rights set forth in the Act, subject to reasonable regulation and without charge.
1. The President of the Exclusive Representative, or other person designated in writing in advance by the Association, shall make all requests for the use of meeting rooms.
 2. The Exclusive Representative may utilize the District e-mail system for regular communication between officers, executive committee, school site representatives, members of standing committees, and negotiating team, subject to the District's Acceptable Use Policy ("AUP"). E-mail communications shall be generated or sent on non-assigned time (i.e. before and after school, on break time and lunch time). In addition, the Exclusive Representative may utilize District e-mail addresses for communications with bargaining unit members that are generated on and sent from non-District equipment. Copies of the District's AUP shall be distributed to bargaining unit members in writing on an annual basis.
- B. Officers, agents, or representatives of the Exclusive Representative shall have access to areas where bargaining unit members work and students are not present at times which do not interfere with the efficient operation of the school or with the bargaining unit members' performance of their job duties. An officer, agent, or representative who is not a District employee at the respective work site shall check in at the school site office prior to contacting any bargaining unit member.
- C. The district shall provide training for administrators on any contract changes and procedures relating to enforcement of the contract on an annual basis.
- D. The district shall notify the Association President as soon as possible if any bargaining unit member is placed on administrative leave.

Dues Deduction/Maintenance of Membership/Service Fee

- C. The Association shall deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the

Association on behalf of any bargaining unit member. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the bargaining unit member each month for ten months.

1. The District shall not process requests for withdrawal of a deduction authorization or termination of membership. All requests to terminate membership must be made in writing from a member to the President of the Association.

2. With respect to all sums deducted by the district pursuant to paragraph C and D, inclusive, of this article, whether for membership dues or service fee, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

Consultation

D. The District agrees to consult with the Exclusive Representative on the definition of educational objectives, determination of the content of courses, curriculum, creation of new positions that take teachers out of the classroom, job descriptions of any position in which a bargaining unit member may be placed, and the selection of textbooks, and the topics of the mandatory compliance training. Proposed changes to consultation items shall be submitted to the Association at least ten days prior to final District action.

E. The District and Association agree to continue the Mild/Moderate focus group consisting of four administrators (combination of school site and district office) appointed by the by the district and four teachers (combination of general education of general education and special education) appointed by the association to focus on transition issues during the 2023-24 school year. The focus group will collaborate to recommend professional development strategies and implementation ideas to the District's SELPA Director and the KHSTA leadership for the District's placement of mild/moderate students into the least restrictive environment (LRE). This focus group shall meet at least twice per semester.

Disclosure of Information

E. Upon written request, the District will furnish the Association with one copy of the District's annual budget and any other District material that is relevant to the Association's role as the Exclusive Representative.

1. The district agrees that the site principal will provide a list of all categorical

monies reflected in the District's consolidated application for school site as well as monthly categorical fund expenditure reports to each teacher member of the Site council and to the Association President.

2. Presentations to site representatives at the Teacher Advisory Council will constitute appropriate notification to the Association in regard to the following matters:
 - a. District applications for special project grants;
 - b. Agreements that the District plans to enter into regarding "School to Career" programs; and,
 - c. Grants to the District for teaching materials including, but not limited to, technological hardware and software.
3. The district will provide the following to the Association president:
 - a. A list of members on paid leave, unpaid leave, or extended sick leave by the end of each month.
 - b. A seniority list of bargaining unit members by hire date by the end of the first quarter.
4. The district will provide the Association a list of bargaining unit members with work assignments at least once per quarter.

When the matters set forth in this paragraph occur during the Summer break, notification to the Association shall be accomplished by the Superintendent or designee.

ARTICLE V
GRIEVANCE PROCEDURES

- A. A “grievance” shall mean an allegation that there has been a violation, misapplication, or misinterpretation of a specific provision or provisions of this Agreement. B. A “complaint” shall mean a problem a bargaining unit member desires to be resolved which is not covered by this Agreement. Complaints shall be filed with the immediate supervisor or chief administrator of the work site, to be resolved at that level.
- C. A “grievant” shall mean a bargaining unit member who is a member of the bargaining unit, or the Exclusive Representative.
- D. A “day” shall mean a regular teacher work day.
- E. A grievant may elect to be represented by the Exclusive Representative at all levels of the grievance procedure and must inform the District prior to the meeting at which the representative first appears.
- F. A grievant may elect not to be represented by the Exclusive Representative and may present a grievance to the Employer and have the grievance adjusted or resolved without the intervention of the Exclusive Representative.
1. The District shall not agree to an adjustment or resolution that is inconsistent with the terms of this Agreement. If the Exclusive Representative believes that the resolution is inconsistent with the terms of this Agreement, the Exclusive Representative must file a grievance at Level Four within 15 days of acceptance of the proposed resolution by the individual grievant.
 2. At all levels of the grievance procedure, the District shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.
- G. Once a grievance has been initiated, all matters of dispute relating to it that occur during the processing of the grievance shall become a part of and be resolved in the grievance proceedings. Once a grievance has been resolved or a final decision rendered, the grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.
- H. Time limits shall be extended or shortened by written mutual agreement of the grievant or the grievant’s representative and the District. Except where time limits have been extended or shortened pursuant to this paragraph, failure of the grievant

or the grievant's representative to adhere to the time limits of Level One, Two, Three, or Four of this Article shall constitute waiver of the grievance and the acceptance of the District's action or decision at the appropriate level. If a grievance is filed after May 15 and before the end of the work year, the grievant (or Association) may request that the grievance be processed during the Summer recess period. The District agrees to honor the request.

- I. The grievant and a designated bargaining unit representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are scheduled by mutual agreement with the District. Witnesses who are called to testify in an arbitration hearing shall be on release time for that part of the school day for which they are absent for the purpose of testifying in the hearing.
- J. No reprisal will be taken by the District against any participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance shall be filed separately from the personnel file of the grievant or of any participant.
- K. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District. If a grievance arises at an administrative level above the grievant's school principal or chief site administrator, the initial filing, which shall comply with the provisions of Level one, shall be made at level Two.

Level One

- L. Within 20 days of the alleged violation or knowledge of the alleged violation, the grievant or grievant's representative shall file a grievance form (Appendix E) with the principal or chief site administrator.
 - 1. The grievance shall contain the following minimum information:
 - a. The name of the grievant(s) and/or affected bargaining unit members.
 - b. The date of filing.
 - c. The date of the alleged violation.
 - d. The specific article(s) or section(s) of the Agreement which are claimed to have been violated.
 - e. Brief description of the alleged violation.
 - f. The specific relief requested.
 - 2. Within ten days of receipt of the grievance by the principal or chief administrator, a written decision should be issued to the grievant. If a written decision is not

issued within the specified time limit, the grievance is denied and the grievant may appeal to the next level.

Level Two

- M. If the grievance is denied at Level One, the grievant may file a written appeal to the Superintendent or designee within ten days of receipt of the Level One denial.
1. The appeal shall contain all materials filed in level One and the decision, if any, accompanied by a statement of the reason for the appeal.
 2. A meeting between the Superintendent or designee and the grievant shall be held within ten days of filing of the appeal. The Superintendent or designee shall transmit to the grievant within ten days of the meeting a written decision including the reason for the decision.
 3. If the Superintendent or designee does not transmit a written decision within the specified time limit, the grievance is denied and the grievant may appeal to the next level.

Level Three

- N. If the grievance is denied at Level Two, the grievant may file a request for conciliation at Level Three. The request must be filed within ten days of receipt of the Level Two denial.
1. The conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.
 - a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
 - b. The conciliator shall not issue any public statements of fact or opinion on the issue.
 - c. Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
 2. The Superintendent or designee shall transmit to the grievant within ten days of the conciliation session a written decision including the reasons for the decision. If the conciliation has produced a mutually acceptable solution, that solution shall be the Superintendent's decision.

Level Four

- O. The District and the Exclusive Representative agree that any grievance denied at Level Three shall be submitted to arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) at the request of the Exclusive Representative.
1. The demand for arbitration shall be made within 15 days of receipt of the Level Three denial or the due date for the Level Three decision.
 2. If more than one grievance denied at Level Three alleges the same contract violation, one grievance selected by the Exclusive Representative may be arbitrated with the final decision applicable to all of the grievances.
 3. The parties may agree to utilize the Expedited Arbitration Rules.
- P. The arbitration shall be limited solely to the interpretation and application of this Agreement, to the precise issue(s) submitted in the original filing, and any procedural objections made by the respondent. The arbitration shall not determine any other issue(s). the arbitrator shall have no power or authority to hear cases challenging any of the following:
1. The District's promulgation of rules or procedures for the implementation of this Agreement.
 2. The termination of services or failure to re-employ or re-assign any bargaining unit member to a position for which the bargaining unit member is compensated over and above regular placement on the salary schedule.
- Q. The arbitrator shall submit a written decision, including findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator shall be limited as follows:
1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such judgment solely to determine whether it violated the Agreement. The arbitrator's judgment shall not be substituted for the District's judgment.
 2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
 3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

4. The arbitrator's decision may include restitution, financial reimbursement, interest at the legal rate, or other proper remedy, except fines or penalties.
- R. The arbitrator's decision shall be submitted to the District and the Exclusive representative for implementation.
 - S. The parties shall share the per diem and expense costs of the arbitrator and the AAA administration fee. Each party shall bear all other costs of its own case.

ARTICLE VI
MANAGEMENT RETAINED RIGHTS

- A. It is agreed and understood that the District retains all rights, powers, prerogatives, privileges, duties, and authority vested in it by any source whatsoever, including the Constitution of the State of California, the constitution of the United States, state, and federal laws and regulations and school district policies, to manage, to control, and to direct the operations and affairs of the District, and to take whatever action necessary to maintain operations in situations of emergency.
- B. The exercise of the rights, powers, prerogatives, privileges, duties, and authority by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of ~~judgement~~ judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement.
- C. The parties understand and agree that the exercise of District discretion in the implementation of any provision of this Agreement, when provided for in contract language, may yield a different result when applied to different bargaining unit members based upon different facts. Nevertheless, district decisions or actions in the implementation of discretionary language shall not be arbitrary, capricious, or discriminatory.

ARTICLE VII
TRANSFER AND REASSIGNMENT

Definitions

- A. “Transfer” is the movement of a bargaining unit member from one school site to another school site.
- B. “Reassignment” is the change in teaching assignment from a subject matter in one department to a different subject matter in the same or a different department at the same school.
- C. A “vacant position” is a bargaining unit position the District has determined to fill through the transfer or reassignment process.

Vacant Position/Posting Notice

- D. The District shall determine if a vacant position within the bargaining unit exists and when a vacant position shall be filled by transfer in order to meet the needs of the education program.
 - 1. The District shall establish qualifications and criteria for filling any vacant position.
 - 2. Anyone may apply to fill a vacant position that has been posted.
- E. Upon determination that a vacant position exists, a vacancy list shall be posted as follows:
 - 1. Bargaining unit members will be notified of available positions by e-mail prior to the public posting. The vacancy list shall be posted on the District website. The vacancy list shall state the specific position, location, duration (if not a permanent position). A copy of each vacancy list shall be sent to the Association.
 - 2. A list of semester openings shall be posted at least once each year by the third week of May for Fall openings and by the first week of December for Spring openings. This list shall be updated weekly as changes or modifications occur.

Application Procedures

- F. A bargaining unit member shall apply through the Human Resources Division.
 - 1. A bargaining unit member must apply for any posted vacancy within seven workdays of the posting. The posting period for a vacant position posted less than 30 days prior to the beginning of school shall be two days.
 - 2. Voluntary transfers shall be accomplished as expeditiously as possible.

3. Certificated school nurses, speech language pathologists, and school psychologists may request a reassignment at another school site if there is an opening. If a voluntary request is not approved, the bargaining unit member, upon request, shall be provided with the specific reason. Upon request, the reasons shall be committed to writing.

Filling Positions—Voluntary Transfer Criteria

G. The following criteria shall be included in the consideration of the applications:

1. The education program at the school where the vacancy exists.
2. The effect on the educational program at the school where the bargaining unit member is currently assigned.
3. The bargaining unit member's qualifications by training and/or experience, including credentials and supplements held; undergraduate and graduate major and/or minor; recent experience, skills and aptitudes relevant to the qualifications for the position; and length of service in the district.
4. Assessments of the bargaining unit member's performance in current and/or past assigned duties.
5. Federal or state agency regulations or mandates.

When five or fewer bargaining unit members apply for a posted position, each applicant shall be interviewed. To the extent practicable, bargaining unit members shall be interviewed prior to non-bargaining unit member applicants. When more than five bargaining unit members apply for a position, the District shall screen all applications and shall interview at least the top five candidates. If a voluntary request is not approved, the bargaining unit member, upon request, shall be provided with the specific reason. Upon request, the reasons shall be committed to writing.

H. After the judgment has been made by the District as to which applicants, if any, meet the posted qualification and criteria, the Superintendent or designee shall fill the position.

Filling Positions—Involuntary Transfer

- I. The district shall determine when involuntary transfers are necessary and shall notify the Association. The basis of determination shall include consideration of budget evidence, enrollment projections, and other program considerations, except that a bargaining unit

member shall not be involuntarily transferred based upon their school's academic performance. The reasons for involuntary transfer are:

1. No applications were received to fill a posted vacant position.
2. No applications for a posted vacant position met the posted qualifications and/or criteria.
3. Reduction in school staff due to decreasing school enrollment.
4. Identifiable changes in the school's educational programs.
5. Reduction or elimination of programs due to loss of program funding.
6. Proposed layoffs.
7. Federal or state agency regulations or mandates.
8. As a remedy for bargaining unit member misconduct as outlined in Article XVI.

An involuntary transfer pursuant to paragraph I.8 may be appealed by the Association by ~~filing~~ filing a grievance on behalf of the bargaining unit member at Level Three within 10 working days.

J. The principal or responsible administrator shall identify the department or departments from which involuntary transfers shall be made. The principal or responsible administrator shall inform the staff of the affected department or departments following notification of the Human Resources Division. The District shall notify the Association of the affected department or departments.

1. A voluntary transfer from within the affected department which satisfies the criteria of paragraph G.1 of this Article, shall be processed before any involuntary transfers from the affected department.
2. In the case of involuntary transfers occasioned under paragraphs I.3 through I.7 of this Article, the number of bargaining unit members to be transferred from a department shall be posted not later than March 31st and the first Friday in December.
3. For the purposes of determining involuntary transfer status pursuant to paragraph I of this Article, the following shall apply:
 - a. A bargaining unit member's departmental designation shall be determined as being that department wherein the majority of teaching time is assigned. In the case of equal teaching responsibility in two or more departments, the department assignment shall be made by the principal.

- b. Bargaining unit members of each school site who do not teach in a designated department, and whose position is to be eliminated, shall be assigned to the department in which they are credentialed.
- c. Bargaining unit members on paid leave shall be considered as members of the department in which they were last assigned for 50 percent or more of their time.
- d. Bargaining unit members on unpaid leave shall be assigned to the involuntary transfer list for the ensuing school year. This paragraph shall not apply to a bargaining unit member who is granted a Child Bonding Leave for less than one year.
- e. A bargaining unit member who fills the position of another bargaining unit member who is on leave for not more than one year shall be considered as a member of the school and department from which he or she was assigned. When bargaining unit members are returned to their original school following service under this paragraph, the return to the original school does not count as an involuntary transfer for the purposes of this paragraph.
- f. Administrators, Counselors, CTE teachers, Discovery teachers, Kern Learn teachers, and TOSAs whose positions are eliminated shall be placed on the involuntary transfer list.
- g. For the purpose of the involuntary transfer or reassignment of Speech Language Pathologists, certificated school nurses, and school psychologists, all sites in the greater Bakersfield area will be considered to be one site.
- h. For the purposes of this Article only, seniority status is based upon each bargaining unit member's first date of paid service as a probationary certificated employee in the District.
- i. If a counselor is placed on the involuntary transfer list, they shall be transferred to a counseling position at another site, if one is available. If a position is not available, the counselor shall be placed on the involuntary transfer list.

4. After identification of the affected departments by the chief site administrator, the least senior person in the department shall be selected for placement on the involuntary transfer list.
 - a. Exceptions to paragraph J.4 of this Article may be made for the following reasons:
 - (1) The transfer of the least senior bargaining unit member would discontinue or adversely affect the current instructional or school program within the school in which they are currently serving;
 - (2) The least senior bargaining unit member's credential allows service in another department/subject area where the chief site administrator determines the bargaining unit member shall be placed for the ensuing semester or year;
 - (3) The least senior bargaining unit member's transfer would not comply with applicable state or federal agency regulations or mandates at the school site; or
 - (4) The least senior bargaining unit member has been transferred involuntarily pursuant to this Article twice in the immediately preceding three-year period.
 - b. For each exception and pursuant to paragraph J.4.a of this Article, the chief site administrator shall submit a written justification to the Superintendent or designee. If the Superintendent or designee approves the exception, the next least senior bargaining unit member shall be considered on the same basis until a transferee is designated.
 - (1) The District shall provide the Association with a written rationale and justification for each exception that is approved prior to notification of the affected bargaining unit members.
 - (2) This notification will be on a District form that contains the following:
 - (a) A complete list of all department members and their District seniority status date, in chronological order of employment date.
 - (b) Designation of the department bargaining unit member(s) who are to be involuntary transfers;

(c) A statement explaining the rationale and justification or bypassing the transfer of any department member who has lower seniority status. The rationale and justification must indicate the specific basis for each exemption (i.e., para. J.4.a(1)-(4)) and must include a statement of the impact on the school of a failure to grant the exemption.

(d) The District agrees to consult with the Association upon request.

c. A bargaining unit member who is to be involuntarily transferred will be informed of the reasons for the impending transfer, which will be put into writing upon request.

5. All home teachers and full-time substitutes shall be placed on the involuntary transfer list for the purpose of placement for the ensuing semester or school year.

6. Bargaining unit members who are placed on the involuntary transfer list shall be notified no later than Friday of the third week of May for the ensuing Fall semester or no later than one week prior to the Winter (Christmas) break for the Spring semester. These deadlines may be extended by mutual agreement. The vacancy list in effect at the time shall be provided to each bargaining unit member who is placed on the involuntary transfer list. The Association shall receive a list of any affected bargaining unit members by school site and department.

K. Bargaining unit members who are placed on the involuntary transfer list may apply for any posted vacancy and will receive priority consideration over any other applicant. Applications will be considered based on the criteria set forth in paragraph G of this Article.

1. If a bargaining unit member is denied placement in the position requested, the bargaining unit member will be informed of the reasons for the denial, which will be put into writing upon request.

2. Timeline for placement:

a. Prior to July 31 for the Fall semester and one week after notification of placement on the involuntary transfer list for the Spring semester, the District will consider for placement those bargaining unit members who apply for specific vacant positions and who meet the criteria above.

- b. Following July 31 and one week after notification of placement on the involuntary transfer list for the second semester, bargaining unit members may be selected for any vacant positions based upon the criteria above.
 - c. If posted vacancies remain unfilled as of August 20 and two weeks after the notification of placement on the involuntary transfer list for the second semester, the most senior qualified bargaining unit member on the involuntary transfer list shall be placed in the vacancy.
 3. In the event that the position from which a bargaining unit member was involuntarily transferred is restored within two subsequent school years, the bargaining unit member shall be offered the right of first refusal on the position. A bargaining unit member who does not accept an offer to return waives any further right to return to the position.
 4. A bargaining unit member who is transferred during the regular school year, i.e., days of regular student attendance, shall be granted three days of paid release time for preparation prior to the effective date of the transfer.
- L. No bargaining unit member shall suffer reduction of salary (Appendix A), eligibility for health and welfare contributions, or seniority by operation of this Article, except a counselor who is involuntarily returned to the classroom will be placed on the certificated teacher salary schedule. However, the provisions of this Agreement shall not be construed or interpreted to guarantee any bargaining unit member continuation in a position which is listed in Appendix B, "Schedule for Extra Services" (e.g., coaching, band, drama, etc.), nor shall they be construed or interpreted to deny the District the right to establish or abolish positions for which bargaining unit members would receive extra pay pursuant to Appendix B.
- M. No bargaining unit member shall be transferred involuntarily to a school that has adopted a block period instructional model prior to the ratification of this Agreement. A bargaining unit member who does not wish to remain at a school that has adopted a block period instructional model pursuant to this paragraph shall fill out a request to transfer form stating, as the reason, "switch to block schedule."

Departmental Reassignments

- N. A change in departmental staffing within a school shall be made only for the following reasons:

1. Reduction in staff due to decreasing enrollment.
 2. Reduction or elimination of programs due to loss of program funding.
 3. Proposed layoffs.
 4. Federal or State agency regulations or mandates.
 5. Administrative changes in the curriculum offerings of the school site.
 6. Administrative changes necessary to place or to balance credentialed teachers within departments.
- O. Timely notice of any impending change in departmental staffing or teaching sections shall be sent to the Association site representative by the site principal. Any voluntary requests for reassignment which meet the criteria of paragraph G of this Article shall be made before any involuntary reassignment is made. When a change in departmental staffing is not accommodated by volunteers, the determination as to which teacher is to be reassigned shall be based upon the criteria set forth in paragraph G of the Article. A bargaining unit member shall be involuntarily reassigned based upon their school's academic performance.
- P. TOSAs will be assigned to a five-year term, and may reapply after completing each term. A TOSA may be involuntarily returned to the classroom after the second, third, or fourth year of a five-year term if they receive an unsatisfactory evaluation. The evaluation must be on the most appropriate evaluation form for the assignment as attached in Appendix-D.

ARTICLE VIII
LEAVES OF ABSENCE

The required leaves of absence listed in this Article are authorized by California or Federal law. The discretionary leaves of absence set forth herein have been established by the District as provided by Education Code §44963. The Certificated Employee Absence Slip is attached as Appendix F. Bargaining unit members are eligible for paid and unpaid leaves of absence as set forth in this paragraph:

EDUCATION CODE LEAVES—PAID

- A. **Regular Sick Leave** (Education Code §44978): Every full-time bargaining unit member shall be entitled to regular sick leave on the basis of ten days for the regular school year, plus one additional day for a bargaining unit member on an 11-month (extended) contract. Regular Sick Leave is credited as of the first day of each school year. Sick leave for part-time bargaining unit members shall be prorated.
1. A bargaining unit member, including extended day teachers, may use accumulated sick leave at any time during the year for accident, illness, or quarantine.
 - a. Unused sick leave shall accrue from school year to school year.
 - b. The District shall provide each bargaining unit member with a written statement of accumulated and credited sick leave total for the current school year as soon after the beginning of the school year as possible.
 - c. Sick leave taken shall be charged on a pro rata hourly basis. Bargaining unit members shall contact the District as soon as the need to be absent is known.
 2. Sick leave also may be taken for necessary medical examinations or treatments that cannot be scheduled outside of regular work hours.
 3. Pursuant to Education Code §44965, female bargaining unit members shall be entitled to utilize sick leave for the period of time required to be absent by reason of pregnancy or childbirth.
 - a. The period of leave, including the date upon which the leave shall begin, shall be determined by the bargaining unit member and their treating health care provider based solely on the bargaining unit member's physical ability to render service to the District.

- b. A statement from the bargaining unit member's doctor as to the beginning of the leave shall be filed with the Human Resources Division.
 - c. The date of the bargaining unit member's return to service shall be based upon her treating health care provider's analysis and written verification of the bargaining unit member's physical ability to render service to the District.
4. Pursuant to Education Code §44977, when a bargaining unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty for an additional period of five school months, the amount deducted from the bargaining unit member's salary for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee or the amount that would have been paid to the substitute had one been employed. This amount (called "sub dock") will be reported to the Association President annually at the beginning of each school year.
- a. If the school year ends before the five-month period is exhausted, the balance of the five-month period is carried over to the following school year.
 - b. As provided by Education Code §44978.1, when the teacher exhausts the extended sick leave period, the teacher shall be placed on a re-employment list for a period of 24 months if the teacher is on probationary status, or for a period of 39 months if the teacher is on permanent status. The teacher's return to work shall be as provided by Education Code §44978.1.
 - c. The terms contained in paragraph A.5, inclusive, of this Article are not intended to expand the benefits provided by Education Code sections 44977, 44978, and 44978.1.
 - d. The District may require verification by a licensed physician's or practitioner's statement that is acceptable to the District.
5. Pursuant to Labor Code §233, a bargaining unit member may use up to ten days of available sick leave per calendar year to attend to the illness of another person as required by the statute.
6. The District may require a verification by a licensed physician or practitioner for any absence which exceeds five days. If the District has reason to believe that a

bargaining unit member has returned to work, or will return to work, and is not yet fit to render service, the District may require verification by the bargaining unit member's treating health care provider of the bargaining unit member's ability to return to work and render services to the District for any medical absence which exceeds ten or more consecutive days, or was due to a surgical procedure.

7. If a bargaining unit member utilizes a partial day of sick leave that necessitates a period substitute, the bargaining unit member shall be charged for the number of hours actually requiring a substitute. The bargaining unit member will not be charged for a substitute during their preparation period unless the number of periods absent exceeds two paid periods of substitute time.

B. Personal Necessity Leave (Education Code §44981): Bargaining unit members may utilize the ten days of regular sick leave provided pursuant to this Article in cases of personal necessity.

1. Personal necessity leave shall be granted upon request for the following reasons:
 - a. Death or critical illness of a member of the bargaining unit member's immediate family. (Exception: The seven-day limit for critical illness is per occurrence as long as the bargaining unit member has exhausted severe illness leave and provides verification acceptable to the District.)
 - b. Accident involving the person or property of the bargaining unit member or the person or property of a member of the bargaining unit member's immediate family. The accident must be of such a serious nature that the immediate presence of the bargaining unit member is required.
 - c. Nationally recognized religious holidays.
 - d. The funeral of a person who was not a member of the bargaining unit member's immediate family.
 - e. The following obligations shall be limited to three days per obligation:
 - f. The unpaid service to non-profit organizations who are performing for students during the school day;
 - g. Graduation (restricted to immediate family [eighth grade or above]);
 - h. Silver, Golden Anniversary (restricted to the bargaining unit member and immediate family of the bargaining unit member);
 - i. IRS tax audit;

- j. Wedding (restricted to the bargaining unit member and immediate family of the bargaining unit member);
 - k. Principal speaker (recognized service, professional organization, honor society [unpaid]);
 - l. Service to local, regional and state organizations related to public education in which the bargaining unit member serves in an official capacity as an officer or committee member. If the organization compensates the District for the full cost of the bargaining unit member's absence, no time shall be deducted from sick leave.
 - m. Such other reasons as approved by the District.
2. Up to ~~two~~ ten days of leave under this paragraph may be utilized by a bargaining unit member without having to state a reason, subject to the following restrictions:
- a. The days shall be limited to the equivalent of the bargaining unit member's contractual workday and shall be charged in one-day blocks of time.
 - b. No day before or day after Thanksgiving break, Winter (Christmas) break, or Spring (Easter) break may be utilized. No pre-school workdays or scheduled staff development days and days of final examinations may be utilized. Three-day advance written notice is mandatory.
3. A bargaining unit member should, but shall not be required to, give advance notification for leave taken for the reasons set forth in paragraph B.1.a or B.1.b of this Article. If the bargaining unit member is unable to give prior written notice, the bargaining unit member shall give verbal notice to the principal or designee prior to taking the leave, if possible, and shall provide written notice upon the bargaining unit member's return.
4. Personal necessity leave may be granted upon request for that portion of a workday required to cover emergency occasions that are unavoidable and of a serious nature involving circumstance which the bargaining unit member cannot be expected to disregard and which may not be conducted at a time other than during the bargaining unit member's regular duty hours.
5. Except for leaves pursuant to paragraphs B.1.a and B.1.b of this Article, bargaining unit members shall file a written request for permission to take a

personal necessity leave with the principal or designee at least three days in advance of the day on which the personal necessity leave is intended to be taken.

- a. If the need to utilize personal necessity leave is not known to the bargaining unit member within the three-day notice requirement, the written request shall be made as much in advance as possible.
- b. If, due to circumstances beyond the bargaining unit member's control, it is impossible to request advance permission and the bargaining unit member determines to take time off, the bargaining unit member shall give verbal notice to the principal or designee, and shall file the leave request immediately upon return to duty. The request shall specify the reason for the inability to file an advance notice along with appropriate supporting documents, if any.

6. With regard to requests under paragraph B.1.f of this Article, the Human Resources Division, shall, on a non-precedential basis, grant or deny request for personal necessity leave based upon the circumstances of each individual case.

- a. The request for such leave shall be on the form specified by the District, dated and signed by the bargaining unit member, setting forth the nature of the personal necessity involved.
- b. If the request is granted, the time off shall be charged to the bargaining unit member in the same manner as sick leave.

C. **Bereavement Leave** (Education Code §44985): Every bargaining unit member shall be entitled to five days, or seven days if travel out of state is required, of paid non-cumulative leave of absence because of the death of any member of the bargaining unit member's immediate family. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph. This leave shall not be deducted from sick leave.

D. **Industrial Accident and Illness Leave** (Education Code §44984): A bargaining unit member shall be entitled to industrial accident or illness leave for any job-related accident or illness in the amount of up to 60 days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in any one fiscal year for the same accident. Such leave shall not be cumulative.

1. Such benefits shall be in addition to other sick leave benefits provided by the District and shall commence on the first day of absence.
 2. The benefits provided by paragraph D, inclusive, of this Article shall not be available to a bargaining unit member until the bargaining unit member has worked for the District for one full year.
- E. **Sabbatical Leave** (Education Code sections 44966 through 44976): A full-time bargaining unit member who has served a minimum of seven consecutive years in the District may be eligible for a sabbatical.
1. Leaves may be granted by the District for any period of time it considers appropriate at one-half salary for the period of the leave.
 2. Each bargaining unit member who has been granted leave shall file a written report immediately upon returning to active duty. The report shall include not only a summary of leave activities, but also an appraisal of the professional value of the leave.

DISCRETIONARY (DISTRICT-ADOPTED) PAID LEAVES

- F. **Substitute Deduction Leave** (Education Code §44963): A bargaining unit member may apply for a leave of absence on a substitute deduction basis. The Human Resources Division may grant or deny the request. The pay of a bargaining unit member who is granted a leave shall be reduced by an amount equal to the substitute's daily pay in effect at the time of the leave, times the number of days taken.
- G. **Severe Illness Leave** (Education Code §44963): Up to five days total per school year of paid non-cumulative leave of absence that is not deducted from Regular Sick Leave due to severe (i.e., life-threatening) illness in the bargaining unit member's immediate family. A physician's or practitioner's verification may be required.
- H. **Child Adoption Leave** (Education Code §44963): Up to five days total per school year of paid non-cumulative leave of absence that is not deducted from Regular Sick Leave for the purpose of adopting a child.
- I. **Court Leave** (Education Code sections 44036(a), 44036(c)): Paid leave for the actual time required to appear as a witness in court, other than as a litigant for gains of an individual or private nature, or to respond to official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the bargaining unit member.

- J. **Jury Duty Leave** (Education Code sections 44036(b), 44036(c)): Paid leave for as many days as are required by the Court for regular jury service. When a bargaining unit member is called for jury duty, the bargaining unit member shall be released from their assigned duties in time to report directly to the court. If the bargaining unit member is impaneled on a jury, the bargaining unit member shall not be required to report to work on any day when the jury is required to meet until the jury is discharged.
- K. **In-Service Leave** (Education Code §44963): A bargaining unit member may, with the recommendation of the Superintendent and the approval of the Board, receive a paid leave of absence for the purpose of attending other classes, workshops, conferences, or programs that are designed exclusively for the purposes of assisting the bargaining unit member in the performance of assigned duties. Transportation and expenses may be provided, at the discretion of the District.
- L. **Exchange Teacher Leave** (Education Code §44963): A bargaining unit member may, at the discretion of the District, receive an exchange teacher leave without loss of pay for the purpose of participating in an approved teacher exchange program. The Human Resources Division must approve the instructor in exchange. Such leave shall not be considered a break in the continuity of service for salary, sabbatical leave, layoff or retirement purposes.
- M. **General Leave** (Education Code §44963): A bargaining unit member may apply for an unpaid leave of absence of up to 12 calendar months for any purpose that is acceptable to the Employer. An unpaid leave of five days or less is subject to approval of the Superintendent. A leave of more than five days is subject to approval of the Board. Unless otherwise required by law, the Employer's contribution to the Health Benefits Program terminates on the first day of the month following the month in which the unpaid leave commences. The length of the leave, including its beginning and ending date, shall be specified by the District. If the leave is granted for a period of less than five days, there will be no additional payroll deduction for health and welfare benefit payments.

NON-EDUCATION CODE LEAVES—PAID

- N. **Child-Bonding Leave** (Government Code §12945.2): Up to a total of 12 work weeks per calendar year as long as an eligible bargaining unit member has sufficient Regular Sick Leave, earned Vacation time, and/or compensatory time credits. The reasons for the leave are:

- a. Birth of a child of the bargaining unit member; and,
- b. A child has been placed with the bargaining unit member for adoption or foster care.

1. Bargaining unit members are eligible for maternity or paternity leave benefits pursuant to Education Code §44977.5.
2. Health insurance contributions are made as provided by applicable provisions of California or Federal law and regulations for the entire 12-week period.

O. **Family Sick Leave** (Labor Code §233): Up to ten days of paid leave per calendar year to attend to the illness of a parent, child, or spouse, charged to Regular Sick Leave balance.

P. **Military Leave** Paid leave (Military and Veterans Code section 395).

NON-EDUCATION CODE LEAVES—UNPAID

Q. **Family Medical Leave Act**: An unpaid leave that provides up to 12 weeks in a 12-month period. Health insurance contributions are made as provided by applicable provisions of California or Federal law and regulations.

R. **Military Leave**: Unpaid leave (Military and Veterans Code section 395).

General Provisions

S. **Immediate Family Defined**: For the purpose of this Article, the bargaining unit member's immediate family shall be defined as the mother, father, grandmother, grandfather or grandchild of the bargaining unit member or the spouse of the bargaining unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepson, stepdaughter, stepbrother, or stepsister of the bargaining unit member, or any relative of the bargaining unit member living in the immediate household of the bargaining unit member. Pursuant to Family Code sections 297 and 297.5(a)-(c), or successor statutes if applicable, the term "spouse" includes a registered domestic partner. A bargaining unit member who claims any benefit pursuant to the terms of this Article or this Agreement must have valid proof of the registered domestic partnership on file with the District.

T. **Provisions for Salary and Fringe Benefits**: Bargaining unit members on paid leaves of absence shall receive the health and welfare benefit contributions set forth in Article III throughout the duration of the leave of absence. Unless otherwise required by law (e.g., FMLA/CFRA related to paragraphs N and Q), bargaining unit members on unpaid leaves of absence of more than five days will, as long as the practice is allowed by the insurance

provider(s), maintain eligibility for health and welfare benefits set forth in Article III by paying the District, on a schedule established by the District, the amount of money equal to the premium for the various fringe benefits for the period of the leave.

U. Return to Position: Except as provided by Article VII, paragraphs J through M, or as otherwise provided by law, bargaining unit members returning from a paid leave of absence shall be reinstated to the school and department to which they were assigned when the leave was granted. Upon reinstatement, the bargaining unit member will become a member of that department for purposes of transfer and reassignment, should that process be implemented.

1. If the bargaining unit member was not assigned to a school and department at the time the leave was granted, then the bargaining unit member shall be returned to the employment status in effect at the time leave was granted.
2. Except as provided by law, when a bargaining unit member returns from an unpaid leave, an effort will be made to reinstate the bargaining unit member to the position held at the time leave was granted or to as nearly identical a position as possible.

V. Status of Leave Provisions: This Article shall be considered to be the policy of the Board of Trustees, and these provisions constitute Board policy on leaves of any duration for any accident, illness, or any other reason. No bargaining unit member may utilize or be granted any leave of absence except for the exact causes and pursuant to the specific procedures set forth in this Article.

Catastrophic Sick Leave Donation

W. Pursuant to Education Code 44043.5, certificated employees may donate unused sick leave to another certificated employee. A certificated employee who wishes to make such a donation shall execute an appropriate form to be provided by the HR Department. The donation shall be irrevocable and shall be deducted from the donor's sick leave account. If the employee does not utilize the donated sick leave time, the remaining days shall accumulate in a District-wide sick leave bank.

1. Certificated employees may apply to the District to withdraw from the sick leave bank if accumulated days are available. Applications must be accompanied with evidence of

catastrophic illness or injury. The District will notify the applicant of the disposition of their request within five working days.

2. Certificated teachers willing to donate directly to the sick leave bank may do so by executing an appropriate form to be provided by the Personnel Department.

ARTICLE IX
HOURS AND PROFESSIONAL RESPONSIBILITIES

Regular Workday

A. The regular workday for bargaining unit classifications shall be as follows:

1. Except as set forth in paragraphs A.2 ~~and~~ through A.3-4 of this Article, the workday for full-time and part-time bargaining unit members begins 15 minutes before their first assigned teaching or preparation period and ends 15 minutes after their last assigned teaching or preparation period each day.
2. For full-time TOSAs, the workday is eight continuous hours, inclusive of a lunch period. For full-time ~~Discovery~~ and Kern Learn teachers, the workday is seven and one-half continuous hours, inclusive of both a lunch period and the before and after school time set forth in paragraph A.1, above. The workday for the listed positions shall be scheduled by mutual agreement of the chief site or program administrator and the bargaining unit members. Work schedules for TOSAs and Kern Learn teachers may be flexed to account for mandatory-attendance meetings that are scheduled for evening hours.
3. For Discovery teachers, the school day will follow a bell schedule that includes the same number of minutes as the bell schedule of the comprehensive sites. These schedules will be included in Appendix E of the contract. Each member will commit, in writing, to an early or a late start schedule, by the week prior to the start of the semester. This schedule includes the same number of banked minutes as at the comprehensive sites. The selected schedule may be changed, in writing, by mutual agreement between the member and the site administrator.
- ~~3.~~ 4. For full-time counselors, the regular workday shall be eight continuous hours, inclusive of a lunch period. Scheduled beginning times as well as lunch periods and breaks may be staggered, with mutual agreement, in order for counselors to be available for parent and student appointments during regular school office hours at the assigned site.
- ~~4.~~ 5. For full-time nurses, the regular workday shall be seven and one-half continuous hours, inclusive of a lunch period. Starting times will be determined by mutual agreement.

6. For full-time psychologists, the regular workday shall be eight continuous hours, inclusive of a lunch period. Starting times will be determined by mutual agreement.
- 5: 7. During the workday, bargaining unit members are required to perform the normal duties and responsibilities of the position, as outlined by their job descriptions.
- 6: 8. During the regular workday, which includes the preparation period if the assignment provides for one, bargaining unit members shall remain on campus unless otherwise authorized by the chief site administrator or designee. Authorization to leave campus shall be withheld only for good and sufficient reasons.
7. 9. When time has been banked for ~~for~~ inclement weather delays and there is a delayed school opening due to fog or other inclement weather, bargaining unit members shall report to work at least 15 minutes before their first assigned teaching or preparation period. Counselors, certificated school nurses, school psychologists, speech language pathologists, TOSAs, Discovery, and Kern Learn teachers report two hours later than their regular reporting time. If local school administration has set a regularly scheduled bargaining unit member meeting prior to school, attendance shall not be required unless the bargaining unit members are notified to the contrary by a schoolwide announcement and/or by email.
10. School site counselors, certificated nurses, speech language pathologists, and school psychologists may leave 15 minutes after the teacher work hours end on days that schools that bank time are using their banked time.
11. Bargaining unit members listed in paragraph #2 above may leave two hours early on the days of final exams and the Fridays before Thanksgiving Break, Spring Break, and Memorial Day.

Additional Duties

- B. In addition to the duties which bargaining unit members are required to perform during the regular workday, bargaining unit members may be required to perform other assigned duties outside of the regular workday.
 1. Such duties shall include the following examples: ~~providing leadership of student activities and organizations related to the bargaining unit member's regular assignment;~~ attending faculty, departmental, or grade level meetings

called and/or approved by the immediate administrator; Back-to-School Night, and communicating and conferencing with pupils, parents, staff, and administrators. ROC teachers shall provide for the location of classroom/internship sites and the placement of students in those sites; they shall initiate and maintain contact with parents and industry officials; they shall plan, develop, and be involved with career days and career fairs.

- a. Faculty, departmental, or grade level meetings, called and/or approved by the immediate administrator, in addition to those covered by banked time, are limited to two per month.
- b. The District and school sites will not schedule teacher-related meetings after school on the 1st and 3rd Wednesdays and the 2nd Tuesday of each month until after 7:00 p.m.
- c. Administrators and counselors will arrange parent/teacher conferences with teachers by mutual agreement. Any parent-requested conference must be held within five days. A teacher or counselor will not be required to meet with a parent/guardian on an issue for which they have already met with that parent/guardian. A teacher or counselor will not be required to meet with a hostile or aggressive parent and may leave a conference if a parent becomes hostile.
- d. An administrator will not approve a parent visitation to a teacher's classroom without the agreement of the teacher. The administrator will give the teacher at least two days' notice that a parent visit has been scheduled once the teacher has agreed to the visit. A teacher shall not deny a parent request to visit a classroom unless a prior contact between the parent and teacher has established that a classroom visit would be disruptive to the education process. At the request of the teacher, there shall be a conference between the parent, administrator, and teacher prior to a classroom visit.
- e. A parent-initiated contact with a teacher or Counselor regarding their student (by telephone or email) shall be responded to as soon as practicable, but in no case, more than three workdays in which the bargaining unit member is on site. Teachers and Counselors have access to an outside telephone line where conversations cannot be overheard.

f. Special education teachers will have a private and confidential place to make phone calls and complete required testing of students.

~~f. g.~~ A written response to a teacher referral to a Counselor or Dean of Students shall be made within five workdays of the date of the referral.

h. All bargaining unit members will complete up to eight hours of mandatory compliance training prior to September 30th of each school year.

i. The following procedures shall be used to determine department chairs:

1. Candidates will apply and be interviewed by the site administration team, as determined by the chief site administrator.
2. Candidates will be selected for a term of up to three years with the possibility to reapply at the end of each term.
3. One and two above would not apply at sites that hold elections for department chairs.

~~2. A special duty supervision assignment (“adjunct duty”) is a duty where a teacher supervises student behavior at a school-sanctioned event. Teachers may be expected to perform a maximum of four adjunct duty assignments for which bargaining unit members do not receive pay per year. The chief site administrator or designee shall provide a list of adjunct duties by the end of the first week of each semester. A school site may designate certain “game management” or “event operations” assignments (e.g., running game clocks, timing/running events) that may be counted as an adjunct duty under this provision by mutual agreement between the site administration and the teacher. Adult school contract teachers, Counselors, Discovery teachers, Kern Learn teachers, certificated school nurses, ROC teachers, Speech Language Pathologists, and TOSAs shall not be required to supervise student extracurricular activities.~~

~~a. Except by mutual agreement, only one adjunct duty per year may be on a Friday.~~

~~b. Except by mutual agreement, only one adjunct duty per year may be on a Saturday.~~

- ~~e. There will be no adjunct duties on a Sunday, a three-day weekend, or during a holiday period.~~
 - ~~d. Consistent with current practice, school site administration should adhere to the following guidelines:~~
 - ~~(1) A reasonable assigned time span for most adjunct duty events is three and one-half hours or less.~~
 - ~~(2) If the assigned time for the duty is more than three and one-half hours but less than four hours, the affected bargaining unit member shall be compensated at the contract hourly rate in Appendix B, Table IV, for one-half hour.~~
 - ~~(3) In all cases, credit (and payment) for adjunct duty assignments is only for the time assigned. It is understood that bargaining unit members may remain in attendance at an assigned event of their own volition due to interest, affiliation, or commitment to the event, organization, or program.~~
 - ~~(4) If the assigned time for the duty is four or more hours, the bargaining unit member shall be credited with two adjunct duties or released at the four-hour point at the discretion of the appropriate administrator.~~
3. Assigned duties that Counselors perform outside of the regular workday include, but are not limited to, FAFSA Night, College Information Night, College Night for Bakersfield Community, 8th Grade Orientation, 8th Grade Registration Night, GATE Parent Night, Scholarship Night, and Graduation. A Counselor will not be assigned to duties on more than ~~eight~~ four nights per school year.
 4. A credentialed bargaining unit member will not be assigned a directed study course without their agreement.
 5. A teacher will not be assigned a student who is auditing a class without their agreement unless the student was enrolled with no transfer grade or was enrolled too late to receive credit for the class. The last dates for students to receive credit for a course will be communicated to the bargaining unit by the end of the first week of each semester.

Lunch Periods

- C. Each regular day school teacher, adult school contract teacher, continuation school

teacher, and ROC teacher shall have a duty-free lunch period of equivalent duration of the student lunch period at the individual school site except in unusual circumstances as determined by the chief site administrator.

1. The duty-free lunch period for all other unit positions shall be determined by mutual agreement of the chief school site or worksite administrator and the bargaining unit members in the classification. Lunch period schedules of these unit positions will be determined and put in writing at the beginning of each quarter. Changes to the schedule will not be made without at least three days written notice.
2. The minimum time for lunch shall be 30 uninterrupted minutes.
3. A bargaining unit member is not required to remain on the campus or work site during their lunch period.

Teaching Assignments

D. Each regular day school teacher shall teach up to a maximum of five periods per day. Period assignments may be altered to allow for six teaching periods during Fall semester and four periods during Spring semester on mutual agreement between the teacher and the chief site administrator or designee.

1. Each full-time adult school contract teacher shall teach a maximum of 30 hours per week.
2. Each full-time ROC teacher shall teach a maximum of two, 180-minute periods per day.
3. Each full-time independent study teacher shall teach a minimum of six periods per day.
4. Each full-time Kern Learn teacher shall teach a minimum of six periods per day which includes one orientation period.
5. Each full time OCI teacher shall teach a minimum of six periods per day.
5. ~~6.~~ Each full-time continuation school contract teacher shall teach ~~four~~ 65-minute-five periods to a maximum of 325 instructional minutes per day, which includes a regular preparation period.
6. ~~7.~~ An extended day teacher (teaching or duty period) shall receive regular compensation for any day that students are assigned to extended day class.
7. ~~8.~~ If a counselor is assigned to the classroom part-time, the teaching periods will be scheduled together and placed at the beginning or the end of the

school day whenever possible.

Preparation Periods

E. Preparation periods are scheduled on a daily basis except for days of State-mandated testing which use a final exam (or equivalent modified) schedule and final exam schedules for the listed teaching positions and assignments as follows:

1. Regular day school teachers:

a. Five teaching periods plus extended day teaching or duty assignment pay in lieu of scheduled preparation period.

b. Five teaching periods—schedule preparation period.

c. Four teaching periods ($\frac{4}{5}$ assignment) only—scheduled preparation period.

d. Three teaching periods plus two-period counseling, administration, or counseling/administration assignment—scheduled preparation period.

e. One to Three teaching periods ($\frac{3}{5}$ assignment) only—no preparation period.

f. Four or more assigned periods of independent study or APEX - no scheduled prep period.

2. Full-time special education teachers:

a. Moderate/Severe Credential Level assignments, five teaching periods— scheduled preparation period.

b. Mild/Moderate Credential Level assignments, ~~four teaching periods plus one office period~~ five teaching, co-teaching, or push in periods—scheduled preparation period.

(1)Beginning the 2023-2024 school year, Mild/Moderate Credential Level Assignments-will be given seventy (70) periods per year ~~include five scheduled teaching periods and one scheduled preparation period with noted exceptions below unless otherwise agreed to by the parties:~~

~~(a) One daily scheduled office hour will be available, if requested of school site administration, during the first 30 calendar days of the school year for teachers to provide students with the required assessments and to develop Individual Education Plans (IEPs).~~

Teachers will schedule the time as needed (by period or by day) to best fit student schedules and state deadlines. Additional time can be requested from administration if needed and will be approved on a case by case basis. Teachers are not obligated to utilize the entire ~~30 calendar days~~ 70 periods if they believe it is unnecessary.

~~(b) From October 1st through May 31st of the school year, teachers will have up to three days each calendar month, if requested of school site administration, to utilize one scheduled office hour per day to provide students with required assessments and to develop IEPs.~~

(i) ~~All scheduled office hours must be~~ Office periods will be requested by the teacher and approved by the school site administrator at least three school days in advance, when possible, of the first scheduled office hour.

(ii) The affected general education (co-teacher or push in classroom) teacher must be notified by the mild/mod teacher three days in advance, or as soon as possible, of monthly scheduled office hours approved by the administration.

c. Speech Language Pathologist—assignment includes caseload and time scheduled for office tasks equivalent to a class period during the day. The extra time will be determined by mutual agreement between the SLP and their site supervisor.

3. Full-time continuation school teachers: As provided by paragraph D.5 of this Article, the daily instructional minutes include a scheduled preparation period.

All of the following full-time positions do not have a scheduled preparation period: Audiologists, full time APEX teachers, BAS teachers, Counselors, Independent Study teachers, certificated school nurses, Kern Learn teachers, OCI teachers, Program Specialists, ROC teachers, Teacher Librarians, TOSAs, and Title I Coordinators.

Members who do not have a prep period may not period sub, unless all teachers with a preparatory period and at least half of the certificated administrators on campus (for office

supervision) are already substituting. The order for subbing will follow the guidelines listed in F.1 of this article.

4. In order to be eligible for extended teaching day pay, all of the following must apply:
 - a. The bargaining unit member must have a prep period as defined above, and
 - b. The bargaining unit member must have six regular instruction periods that require the following:
 - i. Taking attendance on a daily basis for each scheduled period,
 - ii. Determining a letter grade for the completion of credit, and
 - iii. Direct instruction to a group of students on a daily basis for each scheduled period. Independent studies and APEX periods do not qualify for extended teaching day pay.
5. All other extended day duty periods will be paid as defined in Appendix B, Table III.

F. When period substitutions are assigned during a teacher's preparation period, they shall be assigned to volunteers on a rotational basis when possible. If the site administrator or designee is unable to assign a volunteer to period substitution duty, a non-volunteer shall be assigned. The assignments shall be rotated to the extent practicable. A teacher who does not opt to earn credit toward time off as set forth below shall be compensated at the contract hourly rate in Appendix B, Table IV. Continuation school teachers will be compensated at their hourly rate for the actual number of hours they sub.

- ~~1. A full-time special education teacher who has both a scheduled office period and a preparation period may be assigned to only one period substitution duty on any one school day.~~

Unit members will be assigned to period sub in the following order:

- a. All teachers with an assigned preparation period for the period in question;
- b. Teachers with an unassigned period, if they agree to sub;
- c. Teachers with admin or other duty period (Instructional Coaches, non-special education Resource Teachers, WASC writing, testing, assistant dean, etc).
- d. Half the administrators in attendance on that day;

- e. Members who have a six-period assignment, such as ELD Coordinators, Title 1 Coordinators, Counselors, and other members with no assigned prep and are not supervising students that period. These members would be compensated with one hour of comp time per hour.
2. Regular day school teachers who substitute or who are needed to proctor final examinations or state-mandated tests during their preparation period may opt for compensatory time off instead of pay. Teachers shall select either compensatory time off or pay at the contract hourly rate at the beginning of each school year. Those who choose the time off shall earn a credit of one hour for each period of substitution.
 - a. When five hours of credit are accumulated, the teacher shall be awarded a day off of work without loss of pay on three days' advance notice. The day off would be granted automatically unless sufficient substitutes were unavailable or on scheduled staff development days, days of State mandated testing when the teacher has been assigned to proctor the test, or final examination days. Hours may also be taken off on a period by period basis with the same notification.
 - b. No more than two days off may be taken in any one school week.
 - c. A bargaining unit member who completes the work year with hours of credit shall be compensated at the contract hourly rate.
 3. Period substitutions during final examinations shall be compensated on a per-hour basis.
 4. A teacher who is requested or assigned to attend site required (WASC, dept, etc) meetings during their preparation period shall be compensated at the contract hourly rate.
 5. A teacher who is assigned to ~~an more than four IEP or 504 Plan meetings per semester~~ during their preparation period or a SLP who is assigned to an IEP or 504 plan during their office task time shall be compensated at the contract hourly rate ~~beginning with the fifth meeting~~. Every effort will be made to rotate teachers used in IEP and/or 504 meetings. A bargaining unit member who is assigned to an IEP or 504 Plan meeting prior to or after regular school hours shall be compensated at the contract hourly rate.
 6. TOSAs who are unable to use their flex time shall be compensated at the

contract hourly rate in Appendix B, Table IV at the end of the school year.

7. Certificated school nurses must be given a minimum of 15 school days advance notice to complete field trip request forms in order for the field trip to occur.

~~7.8.~~ The provision for payment under the terms of paragraph F, inclusive, does not apply to a bargaining unit member who receives an Extra-Duty Stipend for an activity that encompasses the bargaining unit member's assigned preparation time.

Work Year

G. The regular work year of bargaining unit classifications during each school year shall be as follows:

Contract Days Classification

186	Counselors
185	Audiologists, Speech Language Pathologists
183	Adult School teachers on contract, Classroom teachers on contract, Independent Study teachers (including Discovery and Kern Learn teachers), Program Specialists, ROC teachers, Teacher Librarians, TOSAs, and Title I Coordinators (Note: Each full-time Agriculture teacher may be assigned to work up to a maximum of 36 extra work days per school year at their daily rate of pay based on a detailed work plan, work schedule, and time cards submitted by each teacher and approved by the school Principal. Part-time Ag. Teachers may have a pro-rated assignment. <u>Each school site may assign up to 20 extra days of work at their daily rate of pay to be split between a full-time Athletic and Activities Directors.</u>)
<u>193</u>	<u>School Psychologists</u>
199	Certificated School Nurses
As assigned	Adult School Hourly teachers (20 or more hours per week)

Bargaining unit members in their first year of employment with the District may be required to work an additional in-service day.

1. The current school year calendar shall be attached as Appendix C.
2. The calendar shall include an additional scheduled instructional/work day

(i.e., 187/184) in case a school or District closure occurs, and a State waiver is not granted.

Banked Time

A. After the approval of the student attendance calendar, the Assistant/Associate Superintendent of Human Resources and the Association President will determine the number of early outs school sites will have for the following school year. The chief site administrator and the official site representative of the Association shall then meet to develop a proposal for use of banked time, other than time banked for fog delays, for the subsequent school year at their site. A school site's approved Banked Time schedules are maintained at the site administration office and submitted to the District's Office of Instruction.

1. Each site shall bank minutes for fog delays and meetings/early outs as directed by the District. The site proposal on how the banked minutes will be used—to be voted on by bargaining unit members—shall be developed by the beginning of the last week of the third grading period, using a form agreed upon by the District and the Association. ~~The Testing Director will provide the proposed State-mandated testing schedule to the chief site administrator and the Association representative for consideration in developing the site proposal for banked minutes.~~
2. ~~Additional time may be banked for, but not necessarily limited to, minutes added in anticipation of—~~ Banked time may be used for, but not limited to in-service needs, staff meetings, final exams, ~~State-mandated testing, grant development,~~ special schedules, Association meetings, early outs, and WASC preparation.
3. Upon completion, the proposal shall be submitted to the bargaining unit members for approval as follows:
 - a. A secret ballot will determine approval of the proposal and shall be held at a mandatory staff meeting jointly led by the chief site administrator and the official site representative(s) of the Association. The staff meeting shall be announced to all bargaining unit members at least 72 hours prior to the meeting.
 - b. The ballot shall include an itemized, line-by-line account of each component of additional minutes that are proposed to be banked. Each of these items will be voted on separately as an approve or disapprove option.

- c. All bargaining unit members who are present at the meeting and who will be assigned to the school site for the following school year will have the opportunity to vote.
 - d. A simple majority of those voting will constitute approval for each component of the proposal.
 - e. The meeting and subsequent vote must be taken by the end of the first week of the fourth grading period. Ballots shall be counted by the chief site administrator, or designee, and the Association representative(s) immediately following the vote.
 - f. If a component is not approved, the chief site administrator and the official site representative(s) of the Association may meet and resubmit a revised component for a vote.
 - g. Once a banked time plan has been approved, the chief site administrator and Association representative(s) shall approve a schedule for all banked time items. A copy of the approved schedule shall be provided to site bargaining unit members prior to the first day of student attendance.
 - h. The banked time plan may be altered throughout the school year at the request of the chief site administrator and Association representative(s). Any mid-year alteration must be voted on and approved by the bargaining unit members consistent with the provisions of this paragraph.
 - i. Unused fog-delay banked time shall be reimbursed at the site based upon a plan mutually developed by the chief site administrator and Association representative or representatives. The plan and schedule for release of bargaining unit members with no scheduled meetings shall be completed by the third work week of March.
4. Unused fog-delay banked time shall be reimbursed at the site based upon a plan mutually developed by the chief site administrator and Association representative or representatives. The plan and schedule for release of bargaining unit members with no scheduled meetings shall be completed by the third work week of March.
5. Unused banked time not specific to fog-delays shall be reimbursed or rescheduled by mutual agreement of the chief site administrator and Association representative(s). If banked time allotted exceeds the amount of time necessary to

complete the banked time task, bargaining unit members shall be released from the remainder of the banked time period.

Block-Schedule

B. If an existing school intends to implement a “block-schedule” where the time of the regular instructional periods is increased and each class meets every other day, the following procedures must be invoked:

1. The Instruction Division will notify the Association President of the school’s intent to implement a block-schedule.

a. The Association Executive Board and the Instruction Division will schedule and conduct a vote of the bargaining unit members at the school site who will be assigned to the school during the next year. If the Association’s electronic voting system is being used, the Association’s Election chair will set up and run the election using a timeline determined by the school site administration at the direction of the Association President. A mandatory meeting will be held at the beginning of voting. If voting is being done by paper ballot, the vote will occur at this meeting. If voting is being done through the Association’s voting platform, the voting window will open at the end of this meeting. A representative from the Association’s Executive Board and from the Instructional Division will attend the meeting.

(1) The vote must take place no later than two weeks prior to the vote for banked time at a mandatory meeting.

(2) No presentations for or against the block-schedule can be made by any parties on the day of the election.

(3) Attempts will be made to ensure that all bargaining unit members have an opportunity to vote before or during the day of the election.

(4) The Association’s executive board and the Instruction Division will jointly count the votes.

b. No less than 70% of the bargaining unit members must vote positively in order to elect support for the block-schedule. A positive vote does not

require the District to implement the block schedule. If a member abstains from voting, their vote will be counted as a vote against the block.

- c. After the second year of block-schedule implementation and every two years thereafter, there will be a second vote to continue the block-schedule for a two-year period. The continuation vote will be conducted every two years thereafter in accordance with paragraph I.1.a of this Article with the following exception: if voting electronically, a member of the Association's Executive Board and the Instruction Division do not need to be in attendance at the mandatory meeting. A positive vote of 60% or more is necessary to continue the block schedule for the two-year period. If a member abstains from voting, their vote will be counted as a vote against the block. If the 60% threshold is not achieved, the block schedule shall be discontinued.
 2. At a school that has adopted a block period instructional model, the five-period assignment is satisfied over the number of full school weeks it would take to teach the equivalent of five regular periods if on a traditional schedule (e.g., AB block schedule model equals two full school weeks). For purposes of compliance with the provisions of this paragraph, and all other paragraphs that refer to this paragraph, school weeks that do not contain five days of student attendance shall not be counted.
 3. At a school that has adopted a block period instructional model, the provisions for preparation periods (including period substitution and earning compensatory time credit and/or pay) and for extended day assignments shall be implemented consistent with the instructional assignment provisions of paragraphs D and F of this Article.
 4. If a school site wishes to modify the structure of an existing block schedule, the site administrator shall notify the Office of Instruction. The District shall notify the Association President in order to complete the Association's "Contract Waiver" process.
- C. If a new school intends to open in a "block-schedule" where the time of the regular instructional periods is increased and each class meets every other day, the following procedures must be invoked:

1. The Instruction Division will notify the Association President of the school's intent to implement a block-schedule.
 - a. The new administration will develop the schedule that they want to use for the school. The Association's president and bargaining chair will meet with the assistant superintendent of the Instruction Division or their designee and the principal of the new school to determine which areas of the contract need to be waived under the new schedule and determine what information will be included with the vacancy notices for the positions at the school. The information will include, but not be limited to,
 - (1) The bell schedule.
 - (2) Dates for training regarding working in a block schedule.
 - (3) Dates the school will be open for staff to set up work spaces.
 - b. The block vote schedule will be done each of the first three years the school is open (until the school is completely staffed).
 - (1) A mandatory meeting will be held at the beginning of voting. If voting is being done by paper ballot, the vote will occur at this meeting. If voting is being done through the Association's electronic voting platform, the voting window will open at the end of the meeting. A representative from the Association Executive Board and from the Instructional Division will attend the meeting.
 - (2) The vote must take place no later than two weeks prior to the vote for banked time at a mandatory meeting.
 - (3) No presentations for or against the block-schedule can be made by any parties on the day of the election.
 - (4) If the school is using a paper ballot, attempts will be made to ensure that all bargaining unit members have an opportunity to vote before or during the day of the election. If voting electronically, a three day voting window will be open to allow all members to vote.
 - (5) For a paper ballot election, the Association's executive board and the Instruction Division will jointly count the votes. If the vote is done electronically, an official tally of the votes will be sent by the Association's Election chair to the Association president, the

representative from the Instruction Division, and the school principal no later than one working day after the election ends.

(6) No less than 70% of the bargaining unit members must vote positively in order to elect support for the block-schedule. A positive vote does not require the District to implement the block schedule. If a member elects not to cast a vote, their vote will be counted as a vote against the block.

2. After the fourth year of block-schedule implementation, the procedure in paragraph B under Block Schedule of this article will be followed.

ARTICLE X
CERTIFICATED EMPLOYEE EVALUATION PROCEDURES

The Association would like to form a workgroup with the district to update the evaluation procedures to reflect the current California Standards for the Teaching Profession for the 2023-24 school year. In addition, the workgroup can create an evaluation tool for the groups that do not currently have a tool that matches their job descriptions (TOSAs, Kern Learn Teachers (online teachers), etc. The workgroup will have parity between district administration and bargaining unit members.

Include job descriptions

- A. These provisions constitute the procedures to be utilized for the evaluation and assessment of the instructional performance of certificated bargaining unit members as set forth in Education Code sections 44660, et seq., or their successor, commonly referred to as the “Stull Bill.”
1. Any established standards of expected student achievement adopted by the Board at each grade level in each area of study shall be utilized in the evaluation process.
 2. The evaluations shall relate to:
 - a. The progress of pupils toward the Board’s established standards, standards established pursuant to Education Code §44662(a) and, if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments.
 - b. The instructional techniques and strategies used by the teacher.
 - c. The teacher’s adherence to curricular objectives.
 - d. The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as prescribed by the Board.
 - e. The establishment and maintenance of a suitable learning environment within the scope of the teacher’s responsibility.
 - f. The California Standards for the Teaching Profession.
 3. The assessment of a teacher’s performance as set forth in paragraph A.2.a through A.2.e of this Article shall be made on the Summary Evaluation Form attached as Appendix D-1. Evaluation of teacher librarians shall be made on the Teacher Librarian Evaluation Form, attached as Appendix D-2. Evaluation of Counselors shall be made on the Counselor Evaluation Form attached as Appendix D-3.

4. Evaluation and assessment of the performance of each bargaining unit member shall be made on a continuing basis as follows:
 - a. At least once each school year for probationary bargaining unit members.
 - b. At least once every other school year for bargaining unit members who have permanent status.
 - c. At least every five years for bargaining unit members who have permanent status who meet all of the criteria in Education Code §44664(a)(3):
 - Employed by the District for 10 years;
 - “Are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801;”
 - The previous evaluation rated the bargaining unit member as meeting or exceeding standards; and,
 - The evaluator and bargaining unit member agree to the five-year cycle.
 - The bargaining unit member or the evaluator may withdraw consent at any time.
5. The bargaining unit member shall be provided a copy of the written evaluation by not later than 30 days before the last school day schedule on the school calendar.
6. Notwithstanding the provisions of paragraph A.5 of this Article, an evaluation that contains an “unsatisfactory” rating as set forth in paragraph G of this Article shall be provided to the bargaining unit member not later than April 1.
7. There shall be a meeting between the evaluator and the bargaining unit member prior to the last school day scheduled on the school calendar to review the evaluation and to discuss the evaluator’s judgment of the bargaining unit member’s overall performance. If a bargaining unit member is on an approved leave of absence that began after the bargaining unit member was provided a copy of the written evaluation or is otherwise unavailable to meet with the evaluator, the evaluation procedure shall continue as provided by the terms of this Article.
8. It is the responsibility of the chief site administrator to evaluate or to designate the evaluator of each certificated bargaining unit member in the school. Bargaining unit members shall not evaluate another teacher’s instructional performance, except through the processes set forth in Article XIV, Learning to Teach and Professional Development Programs. Except as provided by this paragraph or due

to unforeseen circumstances which the chief site administrator determines constitute a reason to change evaluators, the person who meets with the bargaining unit member for the pre-observation conference shall be the “evaluator” referred to in this Article. Within five days of notification to a bargaining unit member of the bargaining unit member’s evaluator, the bargaining unit member may make a written request for an alternate evaluator. Specific reasons for the request shall be included. The decision to grant or deny such request shall be final. Bargaining unit members shall be evaluated only by non-bargaining unit personnel certified by the Board to evaluate.

9. Evaluation and assessment of certificated bargaining unit member competence, pursuant to this section, shall not include:
 - a. The use of publishers’ norms established by standardized tests (Education Code §44662[e]) or other tests that are not mandated by applicable statutes.
 - b. The job performance of any classified employee with whom the bargaining unit member works or provides supervision.
 10. Cameras installed in classrooms and other classroom-specific monitoring devices will not be utilized solely for the evaluation or discipline of bargaining unit members. If improper activity is recorded or detected, however, the information may be used in any action against the bargaining unit member.
- B. Prior to the initial observation set forth below for each school year (and not later than October 15th), the evaluator and the bargaining unit member shall meet for a pre-evaluation conference to discuss communication procedures, the basis for the evaluation, including the uniform criteria, the evaluation form, the job responsibilities contained on the evaluation form, any instructional goals and objectives the bargaining unit member may submit and the items in paragraph A.2.a-f of this Article.
- C. During the process leading to the formal written evaluation, there shall be at least two observations by the evaluator, one of which shall cover the beginning and the major portion (i.e., at least 30 minutes) of the class period. The other observation shall cover at least a major portion of the class period. At the Adult School and ROC, each observation shall consist of at least 30 minutes.

1. Teachers are expected to have a lesson plan for each class period. Except as provided in paragraphs C.2 and C.3 of this Article, a lesson plan does not have to be written.
 - a. Each lesson plan must tie student learning in the class period to the goals and objectives of the Board-approved course of study.
 - b. No attempt shall be made to analyze the accumulation of lesson plans—either past or future.
 - c. Standards are not required to be posted in the classroom.
 2. Teachers shall produce a written lesson plan for each class when an observation is announced at least 24 hours before the class period.
 3. The immediate supervisor shall meet with first and second year probationary bargaining unit members within 20 work days of the close of the first semester. At this meeting, the bargaining unit member shall be informed whether any problems were noted.
- D. In the written evaluation, the evaluator shall cite specific qualities, abilities, or deficiencies. Any statement concerning instructional competency from a person other than the evaluator shall be verified by the evaluator prior to inclusion in the written evaluation. Unsubstantiated information will not be used in the evaluation.
- E. The bargaining unit member and evaluator shall meet to review the formal written evaluation prior to the last scheduled day on the school calendar to review the evaluation and to discuss the evaluator's judgment of the bargaining unit member's overall performance. If a bargaining unit member is on an approved leave of absence that began after the bargaining unit member was provided a copy of the written evaluation or is otherwise unavailable to meet with the evaluator, the evaluation procedure shall continue as provided by the terms of this Article.
1. Following the review, the bargaining unit member shall sign the evaluation to indicate that it has been reviewed and that the bargaining unit member has received a copy. The bargaining unit member's signature does not necessarily signify agreement with the evaluation.
 2. The bargaining unit member may prepare and submit a written response to the evaluation. The evaluation and response, if any, shall be placed in the bargaining unit member's personnel file.

- F. In the event the formal written evaluation indicates that the bargaining unit member's performance is not satisfactory, the evaluator shall provide a written commentary as a part of or attached to the evaluation form.
1. The evaluator's rationale for any "Unsatisfactory" rating shall be referenced in the applicable "Narrative Comments" section of the evaluation. Specific goals or recommendations, which must relate to the remarks in the "Narrative Commentary," shall be set forth in the applicable "Recommended Goals" section of the evaluation. All goals in the "Recommended Goals" section must be the result of data collection referenced in the "Narrative Comments" section.
 2. As a part of the remediation process after the formal evaluation, the evaluator shall meet with the bargaining unit member and make specific recommendations as to areas of improvement in the bargaining unit member's performance and endeavor to assist in the improvement of such performance. The remediation plan process may include, among other things, continued observations, written feedback, and/or follow-up conferences. The bargaining unit member shall, after the meeting with the evaluator, develop a plan which is designed to improve the bargaining unit member's performance.
 3. If subsequent remedial actions on the part of the bargaining unit member sufficiently modify the bargaining unit member's performance and identified ~~efficiencies~~ deficiencies to the satisfaction of the evaluator, a notification to that effect shall be attached to the evaluation.
- G. If the evaluation of a permanent bargaining unit member contains an unsatisfactory rating in any three of the four areas of teaching methods or instruction on the Summary Evaluation Form, the bargaining unit member shall be referred to and shall participate in the Peer Assistance and Review Program ("PAR program") as provided by Education Code §44500 et seq. and Article XIV, paragraphs B through D, inclusive, of this Agreement.
1. The evaluator shall meet with the bargaining unit member and the Consulting Teacher to review the evaluator's recommendations as to areas of expected improvement in the bargaining unit member's performance.
 2. With regard to a teacher who has been referred to the PAR program, the evaluator shall conduct an evaluation of the performance of the teacher that is independent of the activities of the Consulting Teacher.

H. While a grievance may be filed alleging a violation of the procedural steps of this Article, no grievance may be filed or considered regarding the contents of a written evaluation.

Personnel Files

I. Materials in personnel files which may serve as a basis for affecting a bargaining unit member's employment status shall be available for inspection by the bargaining unit member or by a representative designated in writing by the bargaining unit member.

1. Ratings, reports, or records which were obtained prior to the employment of the bargaining unit member or as otherwise excluded by law shall be excluded from review by the bargaining unit member or the bargaining unit member's representative.
2. A bargaining unit member shall be allowed to inspect the materials in the bargaining unit member's personnel file upon request at a time when such person is not actually required to render service to the employing District.
3. There shall be a log attached to each personnel file indicating names of persons, excluding Human Resources Division employees, who have inspected a bargaining unit member's personnel file and date of such inspection.

J. Information of a derogatory nature except (1) information contained in a bargaining unit member's evaluation, (2) a written complaint under paragraph K of this Article, and (3) information excluded from review by the bargaining unit member pursuant to paragraph I.1 of this Article, shall not be entered or filed in the bargaining unit member's personnel file unless and until an investigation is held to determine the validity of the information. The bargaining unit member shall be given notice and an opportunity to review the information and to attach any comments to the information.

1. The review by the bargaining unit member shall take place during normal business hours, and the bargaining unit member shall be released from duty for this purpose without salary reduction.
2. A bargaining unit member shall have the right to enter and have attached to any derogatory statement, the bargaining unit member's own comments thereon.

K. A written complaint(s) against a bargaining unit member shall be brought to the bargaining unit member's attention within 15 days of receipt and considered by the principal or chief site administrator for inclusion in the bargaining unit member's personnel file.

1. At the request of either party, the principal shall attempt to hold a meeting between the complainant and the bargaining unit member prior to the placement of the complaint in the bargaining unit member's personnel file. A bargaining unit member, on request, is entitled to representation in the meeting.
2. If management determines that the complaint is substantiated and is to be included in the bargaining unit member's personnel file, the bargaining unit member shall be notified of the pending placement of the complaint in their personnel file and shall be allowed to file a response as provided in paragraph J.2 of this Article.
3. If the bargaining unit member disputes the complaint, the parties agree that the bargaining unit member may file a grievance at Level Two. If the complaint is determined not to have been substantiated, documents related to it shall be removed and destroyed.
4. Notwithstanding the provisions of paragraph K of this Article, these provisions do not apply to any written communication concerning any investigation conducted by law enforcement or another outside agency with jurisdiction over the matter, e.g., Child Protective Services ("CPS"), Department of Fair Employment and Housing ("DFEH"), California Occupational Safety and Health Agency ("CalOSHA") when the District has been requested in writing not to inform the bargaining unit member of the investigation.

ARTICLE XI
WITHHOLDING OF SERVICES

- A. During the term of this Agreement, the Exclusive Representative agrees that neither it nor its members shall encourage, condone, participate in, or otherwise support any strike, work stoppage, “sick-in,” slow down, picketing in furtherance of a strike, or any other concerted failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties. The Exclusive Representative recognizes its duty and obligation under law to comply with the provisions of this Agreement and will guarantee the full and faithful performance of this agreement on its part and on the part of the bargaining unit members.

ARTICLE XII
WORK LOAD

- A. Each school site shall provide a master schedule and written report to the Association that sets forth information regarding allotment of certificated staffing hours/formula and distribution of the hours/formula for each bargaining unit classification not later than the end of the third week of each semester. On request, site principals will meet with Association designees (up to three) to review and provide input on the school's Master Schedule or unit member concerns regarding the identified class size anomalies or workload imbalances.
- B. Not later than the second Friday of each May, each site shall provide the Association a report of the projected allotment of certificated staffing hours/formula for the following school year. The format for the reports shall be as agreed by the District and the Association.
- C. The District will place a substitute for Counselors, psychologists, Certificated School Nurses, or Speech Language Pathologists who are absent for longer than two weeks from the District's list of available substitutes who meet the requirements of the position.
- D. If a Counselor, Certificated School Nurse, Psychologist, or Speech Language Pathologist provides coverage for an absent member outside of regular work hours, they will be compensated at their hourly rate (using a timecard). This includes time for work on their own caseloads if they are doing another member's work during the workday.
- E. Classes with the same course code at each individual site shall not vary more than four students per class. All classes must be balanced by the beginning of the third week of each quarter.
- F. The number of students in a Counselor's caseload may not vary more than 10% per work site. Counselor assignments should be made before school starts, but adjustments shall not be made any later than the end of the second week of the school year.
- G. For each Speech Language Pathologist, the caseload will be determined by the number of students and tests required. This number will not vary more than 10% between each Speech Language Pathology.

ARTICLE XIII
SAFETY CONDITIONS OF EMPLOYMENT

- A. The comprehensive school site safety plans developed pursuant to Education Code §32280, et seq., are available at each site on request. Bargaining unit members shall report any unsafe or unhealthy conditions directly to their supervisor.
1. The District shall conduct investigations of bargaining unit member reports and take appropriate corrective measures as soon as practicable.
 2. A bargaining unit member shall not be disciplined for refusal to work where conditions pose an imminent and ascertainable threat to the bargaining unit member's health or safety.
 3. The Association shall be requested to appoint representatives to the District Safety Committee and to each school site safety committee. Among other things, school site safety committees disseminate site safety-related protocols to staff on an annual basis.
 4. The District shall develop a district-wide protocol for emergencies that includes how district and site administration will communicate with site staff. The protocol shall include how emergencies, including but not limited to loss of power on a site, loss of internet/phone system, lockdowns, lockouts, and evacuations will be handled. This information will be communicated to staff at the pre-school meetings and will be sent to all members through email by the end of the first week of school. The protocol for communicating with members should be the same across the district.
 5. Each site will provide the bargaining unit members with a document that details the chain of command for emergencies that occur sitewide and in the classroom (ie. medical emergency in a classroom).
- B. A bargaining unit member shall immediately report any assaults in connection with their employment to the immediate supervisor, who shall immediately report the incident to the District office, and where appropriate, to a law enforcement agency in conformance with provisions of the Education Code.
- C. The District shall not discipline a bargaining unit member for the exercise of

physical control over a pupil unless an investigation shows that the bargaining unit member exceeded their authority pursuant to the provisions of Education Code §44807 or violated the provisions of Education Code §49001.

D. When a teacher suspends a pupil from class for the day of the suspension and the following day for any of the acts enumerated in Education Code §48900:

1. The teacher shall immediately report the suspension to the principal or designee of the school, and send the pupil to the principal or designee for appropriate action.
2. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.
3. Whenever practicable, a school counselor or a school psychologist shall attend the conference.
4. A school administrator shall attend the conference if the teacher or the parent or guardian so requests.
5. The pupil shall not be returned to the class from which the pupil was suspended or placed in another regular class, during the period of suspension, without the concurrence of the teacher of the class and the principal or designee.

E. The Association shall be requested to appoint representatives to District and school site MTSS and PBIS committees.

F. As prescribed in Education Code 49079, a school district shall inform a teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in those acts for any of the previous three years. The district shall provide this notice to bargaining unit members in writing. Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

G. Bargaining unit members shall not be recorded in any medium by students without their written permission (Ed Code 51512). Members whose image is put on social media by a student without their permission may have that student removed from their class or caseload.

H. Required safety drills (fire, evacuation, active shooter) will be completed by the end

of the third week of each semester.

ARTICLE XIV
LEARNING TO TEACH
AND PROFESSIONAL DEVELOPMENT PROGRAMS

Joint Committee

A. Oversight and guidance of the Peer Assistance and Review (“PAR”) and Learning to Teach programs (e.g., Induction, Intern) is provided through the Joint Committee. The Joint Committee shall be responsible for the selection of Consulting Teachers, Subject Matter Facilitators, and Mentors. In addition, the Joint Committee shall create the protocols and direct program expenditures for staff development activities related to Title II—Performance Goal 3 of the District’s LEA Plan as set forth in paragraph A.5 of this Article. The Joint Committee shall be comprised of three certificated classroom teachers who are appointed by the Association and three certificated administrative members designated by the District.

1. Members of the Joint Committee shall be appointed annually by the end of the last working day of the previous school year.
 - a. Qualifications for the classroom teacher members of the Joint Committee shall be the same as the qualifications for a Consulting Teacher.
 - b. Classroom teacher members of the Joint Committee shall receive an annual stipend as compensation for Committee activities that take place outside of the Committee member’s regular workday, as provided in Appendix B, Table IV.
 - c. If a member of the Joint Committee leaves the Committee prior to the completion of their term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated. The annual stipend for these Committee members shall be prorated on the basis of the number of months served.
2. The Joint Committee shall elect a chair who shall serve for a two-year term.
3. The Joint Committee shall meet as it deems necessary to perform its functions. To the extent practicable, meetings shall be held during the regular

workday for certificated classroom teachers. Classroom teacher members shall be released from other assigned duties in order to attend Committee meetings. A quorum for Committee meetings shall be the full Committee membership, less one.

4. The Joint Committee will endeavor to make decisions by consensus. If the attempt to achieve consensus is unsuccessful, decisions of the committee shall be made (1) by a majority vote with regard to the designation of a consulting teacher (where only two administrators may vote) as provided by statute and approval of allocations arising out of paragraphs A.5 and N of this Article, or (2) by four votes as to all matters.
5. For each year of this Agreement, the Joint Committee shall be allocated \$500,000 annually from Title II, Performance Goal 3, grant funds during the term of this Agreement for implementation of staff development activities that support the LEA Plan during the respective school year. The allocation for a school year may be carried over past the end of the school year to be spent on pre-approved activities that are completed not later than August 31, of the following school year or are planned (encumbered) not later than August 31 of the following school year.
 - a. Changes or adjustments to the LEA Plan, specifically Title II, Performance Goal 3, shall be made by agreement of the Joint Committee and the Office of Instruction and shall be submitted to the Board of Trustees for approval on an annual basis.
 - b. If a dispute arises between the District and the Association regarding programs implemented pursuant to this paragraph, the matter shall be referred to a committee consisting of the Superintendent and the Association President.
 - c. If Federal funding for the LEA Plan is reduced or eliminated, the annual allocation set forth in this paragraph shall be reduced on a proportional basis or eliminated. The Joint Committee shall be informed of the circumstances in writing within ten days of receipt of notification.
 - d. Notwithstanding paragraph A.5.a of this Article, with regard to any school designated as "Program Improvement," changes to the LEA Plan shall be made by the Office of Instruction in consultation with

the Joint Committee.

Peer Assistance and Review (“PAR”) Program

B. The PAR program provides a mechanism by which exemplary classroom teachers assist other classroom teachers in the areas of subject matter knowledge, teaching methods, and teaching strategies. Peer assistance activities are provided by “Consulting Teachers” to “Participating Teachers.” A Participating Teacher is a classroom teacher who is referred to and required to participate in the PAR program as a result of an unsatisfactory rating of the bargaining unit member’s performance in any three of the four areas of teaching methods or instruction on the Summary Evaluation Form (Appendix D, Sections A through D). A classroom teacher may request assistance through the PAR process as a “Voluntary Participant” subject to the provisions of the law and the agreement of the Joint Committee. As to all matters related to the PAR program (paragraphs B through K of this Article), The Joint Committee shall consist of the three teacher members and two of the three administrator members.

1. Pursuant to Education Code §44502(a), the Joint Committee shall:

- Select Consulting Teachers.
- Review peer review reports prepared by Consulting Teachers.
- Make recommendations to the Board of Trustees regarding PAR program participants, including informing the Board of the names of participants who the Joint Committee determines have not demonstrated “satisfactory improvement” after receiving “sustained assistance” from a Consulting Teacher. All recommendations pursuant to this provision shall be made to the Board not later than 30 days after the receipt of the final report from a Consulting Teacher.
- Make an annual evaluation of the impact of the PAR program “in order to improve the program.” The program evaluation shall be presented to the Board of Trustees at the regular June meeting.
- In addition, the Joint Committee has the discretion to submit “recommendations for improvement of the program.”

Recommendations for improvement are submitted to the Board of Trustees and to the Exclusive Representative.

2. In the process of carrying out its obligations, the Joint committee shall:

3. Pursuant to Education Code sections 44500(b)(7) and 44662(d), the Joint Committee's final report regarding the results of a Participating Teacher's participation in the PAR program (including responses, if any) shall be made available in the personnel file for consideration as part of the evaluation and assessment of bargaining unit member performance.

4. At the end of each school year, the Joint Committee shall forward all documents and records relating to a bargaining unit member's participation in the PAR program to the District Office for filing as provided by paragraph F of this Article.

Consulting Teacher Selection and Duties

C. A Consulting Teacher is a classroom teacher who applies for that designation. If selected by the Joint Committee, the Consulting Teacher's assignment is limited to assisting another teacher who is in need of assistance in the development of or improvement of teaching methods or instruction.

1. In order to be selected as a Consulting Teacher, the classroom teacher must possess the requisite minimum qualifications and must file an application with the Joint Committee. The minimum qualifications are:

- Credentialed classroom teacher with permanent status.
- Five years of classroom teaching experience within the last seven years.
- Demonstrated exemplary teaching ability as provided by Education Code §44501(c).
- Demonstrated ability to work cooperatively and effectively with other teachers and administrators.
- Effective leadership skills.

2. An application for selection as a Consulting Teacher shall include three references from individuals who have knowledge of the candidate's ability to satisfy the minimum qualifications. At least one reference shall be from a principal or other District manager or supervisor. One other reference shall be from another classroom teacher. A reference may be submitted from an Association representative who is acting in an official capacity.

a. Following a decision by the Joint committee as to which candidates, if any, that it will consider, one or more Committee members shall observe each candidate's classroom teaching performance.

- b. A written report of the observations shall be made to the Joint Committee prior to any vote to select a Consulting Teacher or Teachers.
3. The assistance provided by a Consulting Teacher shall not involve the participation in nor the conducting of the evaluation and assessment of performance of the Participating Teacher that is set forth in Article X of this Agreement and Education Code §44660 et seq. The assistance provided by the Consulting Teacher shall focus on the specific areas recommended for improvement by the Participating Teacher's principal (or designated evaluator) based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR program.
4. As soon as possible following the assignment of a Consulting Teacher by the Joint Committee, the Consulting Teacher, Principal (or evaluator) of the Participating Teacher, and the Participating Teacher shall meet and discuss the areas recommended for improvement. Thereafter, the Consulting teacher shall independently prepare a Plan of Consultative Assistance and time line which is consistent with the provisions of this Article and Education Code §§44500(b)(2), (3), (5), (6), and (7). The Plan shall:
- Outline scheduled observations by the Consulting Teacher and any release time requirements for the Consulting Teacher's activities related to implementing the Plan.
 - Guide and assist Consulting Teachers in: (1) the development of performance goals for Participating Teacher; (2) determining appropriate observation scheduling and practices; (3) establishing and maintaining a cooperative relationship with a Participating Teacher's Principal; (4) assessing staff development activities that may assist in improving a Participating Teacher's skills and knowledge; and (5) writing peer review reports.
 - Provide for written peer review reports to be submitted to the Joint Committee at least every four weeks. A copy of each report shall be provided to the Participating Teacher at the time of submission to the Committee. As a part of the monitoring process, the Consulting Teacher may be required to meet with the Committee to discuss the progress of the Participating Teacher.
 - Be submitted to the Joint Committee for final development and approval.
5. The Consulting Teacher's final report regarding a Participating Teacher's

participation in the PAR program for the school year shall be submitted to the Joint Committee not later than March 1. The report shall describe the measures of assistance provided to the Participating Teacher and shall describe the results of the assistance in the area or areas recommended for improvement. A copy of the report shall be provided to the Participating Teacher at the time of submission to the Joint Committee.

6. With regard to a teacher who has been accepted as a Voluntary Participant, the Assistance Plan set forth in paragraph C.4 of this Article shall focus on the area or areas identified by the teacher. Unless requested by the Voluntary Participant, the Consulting Teacher shall neither submit peer review reports nor a final report of participation to the Joint Committee.
7. Consulting Teacher will only be assigned to assist a Participating Teacher and shall receive an annual stipend as compensation for PAR activities and functions that were performed outside of the Consulting Teacher's regular workday as provided in Appendix B, Table IV.

Participating Teachers

D. A Participating Teacher is a classroom teacher who has been referred to the PAR program as a result of an unsatisfactory rating of the bargaining unit member's performance in the any three of the four areas on the Summary Evaluation Form (Appendix D. Sections A through D). Referral to and participation in the PAR program is mandatory.

1. If there is a sufficient number of designated Consulting Teachers, a Participating Teacher may inform the Joint Committee of any preference prior to the Committee's assignment of a Consulting Teacher.
2. The Participating Teacher may request a change in an assigned Consulting Teacher. Depending on the availability of another appropriate Consulting Teacher, one request for a change shall be granted.
3. A Participating Teacher may respond to a Consulting Teacher's final report either by an appearance before the Joint committee or by a written submission or both. If a Participating Teacher desires to file a written response and/or to request to appear before the Committee, the response/request may be made in writing within ten workdays of the date of the final report.

Miscellaneous Provisions—PAR Program

- E. Confidentiality of the Process: discussion related to a bargaining unit member's participation in the PAR program shall be kept in strict confidence by Joint Committee members, Consulting Teachers, and the principal (or designated evaluator) of a Participating Teacher.
- F. Records: Documents and writings relating to a bargaining unit member's participation in the PAR program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code §6250 et seq.). Except for a Consulting Teacher's final report regarding a bargaining unit member's participation in the PAR program pursuant to Education Code §44500(b)(7), the Joint Committee's recommendation to the Board of Trustees regarding PAR program participants pursuant to Education Code §44502(a), and any management follow-up evaluation and assessment of performance by the bargaining unit member's Principal or designated evaluator, all other documents relating to participation in the PAR program shall be maintained in a separate file.
- G. Liability: As provided by Education Code §44503(d), any certificated bargaining unit member who performs functions pursuant to this Article as a Joint Committee member, as a consulting Teacher, or who was directly involved in the negotiation and acceptance of the PAR program on behalf of the Exclusive Representative, shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the Government Code. Pursuant to the terms of the District's liability insurance policy, the bargaining unit member shall be indemnified and held harmless against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from participation in the PAR program.
- H. Bargaining Unit Status: A certificated bargaining unit member who implements any PAR program functions is not a management or supervisory employee for purposes of the Educational Employment Relations Act.
- I. Continuing Discussion: The District and the Association agree to continue discussions on the subject of providing PAR services to permanent teachers who volunteer.
- J. Reopening This Article: The parties agree that this article shall be reopened if either Education Code §44500 et seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any

time by mutual agreement. Finally, the parties agree that reopening this Article does not reopen the Collective Bargaining Agreement.

Subject Matter Facilitators

K. Subject Matter Facilitators provide assistance to teachers in their subject matter area and serve as the chairperson of department chair meetings for the subject matter areas for the subjects that do not have an instructional TOSA.

1. A Subject Matter Facilitator shall not participate in the performance evaluation of a teacher. No record or documentation provided by a Subject Matter Facilitator will be utilized as the basis for a District decision regarding the retention or dismissal of the bargaining unit member.
2. A Subject Matter Facilitator shall have no authority over any other teacher by virtue of their position as a Subject Matter Facilitator.
3. Subject Matter Facilitators shall not be exempt from any extra duty assignments or staff meetings required of any other member of the bargaining unit, nor shall they, by virtue of appointment as a Subject Matter Facilitator, be exempt from liability to layoff.
4. Subject Matter Facilitators shall conduct at least four meetings over the course of the school year. The Joint Committee shall be provided copies of each meeting's minutes.
5. The Joint Committee shall define specific roles and duties for Subject Matter Facilitators in consultation with the Department of Instruction.

L. Each Subject matter Facilitator will be designated at the culmination of the following process:

1. Term: A Subject matter Facilitator is designated on a school-year basis and may be renewed on an annual basis. A Subject Matter Facilitator shall receive an annual stipend as provided in Appendix B, Table IV.
2. Eligibility: In order to apply for a Subject Matter Facilitator position, a candidate:
 - Must be a credentialed classroom teacher with permanent status (~~or an ROC teacher~~), must have three or more years of service in the District, and must have a current classroom assignment of three or more periods in the subject for which they are applying;
 - Has three years of recent experience in classroom instruction or more;

- Has demonstrated 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;
- Has demonstrated the ability to work cooperatively and effectively with other teachers and administrators; and
- Had demonstrated effective leadership skills.

3. Application: Any bargaining unit member may nominate an eligible classroom teacher, including himself or herself, as a Subject Matter Facilitator candidate.

- a. If a member of the Joint Committee applies for a position, the member shall not have any contact with other Joint Committee members that relates in any way to the position prior to the Committee's vote.
- b. An application for selection as a Subject Matter Facilitator shall include three references from individuals who have knowledge of the candidate's ability to satisfy the minimum qualifications. At least one reference shall be from a Principal or other District manager or supervisor. One other reference shall be from another classroom teacher in the subject matter area. A reference may be submitted from an Association representative who is acting in an official capacity.
- c. The Committee will vote to recommend a Subject Matter Facilitator or Facilitators to the Board of Trustees.
- d. A vacancy, or opening, in the position of Subject Matter Facilitator shall be filled in the same manner in which it was originally selected.

Learning-to-Teach Programs

M. Responsibilities of the Joint Committee in regard to Learning-to-Teach (i.e., Induction, Intern) Programs include:

- Establishment and annual review of operating procedures;
- Preparation and monitoring of budget expenditures related to the programs;
- Solicitation, review and recommendation of applicants for appointment as a Mentor;
- Monitoring of activity logs maintained by Mentor; and,
- Monitoring and evaluation of the programs on an annual basis and performance of adjustments as needed and provided by statute.

N. Mentors provide assistance and guidance to teachers who meet the criteria of the applicable statutes.

1. A Mentor's responsibilities, duties, and time schedule shall be determined by the applicable statute and the Joint Committee.
2. Each Mentor shall attend required hours of training and assistance activities as designated by the Joint Committee.
3. A Mentor shall keep and maintain all records and logs required by the applicable statute and the Joint Committee. Except as provided by the applicable statute, a Mentor shall not participate in the performance evaluation conducted pursuant to Article X of this Agreement of a teacher who is receiving Learning-to-Teach services. Except as provided by the applicable statute, no Learning-to-Teach program record or log will be utilized as the basis for a District decision regarding the retention or dismissal of a bargaining unit member who is in a Learning-to-Teach program.
4. A Mentor shall receive a stipend under the program as provided in Appendix B, Table IV.

O. Mentor-will be designated at the culmination of the following process. 1. Term: Mentors are designated on a school-year basis and may be renewed on an annual basis.

2. Eligibility: In order to apply for a Mentor position, a candidate:

- Must be a credentialed classroom teacher with permanent status (or an ROC teacher), must have three or more years of service in the District, and must have a current classroom assignment of three or more periods;
- Must have three years of recent experience in classroom instruction or more;
- Must have demonstrated 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;
- Must have demonstrated the ability to work cooperatively and effectively with other teachers and administrators; and,

- Must have demonstrated effective leadership skills.
3. Application: Any bargaining unit member may nominate an eligible classroom teacher, including himself or herself, as a Mentor candidate.
- a. If a member of the Joint committee applies for a position, the member shall not have any contact with other Joint Committee members that relates in any way to the position prior to the Committee's vote.
 - b. An application for selection as a Mentor shall include three references from individuals who have knowledge of the candidate's ability to satisfy the minimum qualifications. At least one reference shall be from a Principal or other District manager or supervisor. One other reference shall be from another classroom teacher. A reference may be submitted from an Association representative who is acting in an official capacity.
 - c. Selection: A Mentor shall be determined by a formal vote of the Joint Committee.

Miscellaneous Provisions—Learning-to-Teach Programs

- P. The Learning-to-Teach programs shall be implemented only to the extent that State special funding for all costs of the program is provided. If State funding is decreased or eliminated during the term of this Agreement, the program or stipends will be decreased proportionally or eliminated as determined by the Joint Committee. If State funding for a Learning-to-Teach program is eliminated, the applicable provisions of this Article shall expire and have no force or effect without the need for further action by either the District or the Association. The District shall notify the Association in writing that the particular Learning-to-Teach program funding has been eliminated and that the program will be terminated within ten days of receipt of notification.
- Q. The number of Mentors shall be determined based on State funding and the number of teachers that qualify for the particular Learning-to-Teach program. R. A Mentor shall have no authority over any other teacher by virtue of their position as a Mentor.
- S. A Mentor shall not be exempt from any extra duty assignments or staff meetings required of any other member of the bargaining unit, nor shall they, by virtue of appointment as a Mentor, be exempt from liability to layoff.

- T. Evaluation of the performance of a Mentor shall be made by the Joint Committee on an ongoing basis. The evaluation shall be utilized when reviewing a Mentor's performance and when making the determination to select the Mentor for subsequent year(s). The evaluation shall not be maintained in the bargaining unit member's personnel file.
- U. A Subject Matter Facilitator, Mentor who fails to fulfill their responsibilities may be removed by a majority vote of the Joint Committee.
- V. If a Mentor's request for an expenditure related to his/her Mentor teacher responsibilities is not approved by the Director of Staff Development, the Mentor may appeal the decision to the Joint Committee.

Professional Development Leaders

- ~~W. Professional Development Leaders will be designated at the completion of the following process:~~
- ~~1. Term: Professional Development Leaders are designated on a school-year basis and may be renewed on an annual basis.~~
 - ~~2. Eligibility: Professional Development Leader candidates:
Must be credentialed classroom teacher with permanent status must have five or more years of service in the District, and must have a current classroom assignment of three or more periods.~~
 - ~~• Must have three years of recent experience in classroom instruction or more;~~
 - ~~• Must have demonstrated 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;~~
 - ~~• Must have demonstrated the ability to work cooperatively and effectively with other teachers and administrators; and~~
 - ~~• Must have demonstrated effective leadership skills.~~
 - ~~3. Application: Any credentialed classroom teacher with permanent status who meets the qualifications set forth in paragraph X of this Article may be referred to the Joint Committee for consideration by the site Principal in the form of an application forwarded to the Joint Committee.~~
 - ~~4. Selection: A Professional Development Leader shall be determined by a formal vote of the Joint Committee.~~
 - ~~5. Compensation: Professional Development leaders shall be compensated as set~~

~~forth in Appendix B, Table IV.~~

~~6. Professional Development Leaders shall be responsible for:~~

- ~~• attending regular, mandatory meetings as prescribed by the Joint Committee;~~
- ~~• providing professional development presentations/workshops;~~
- ~~• serving as an information conduit between the Joint Committee and the school site;~~
- ~~• making all arrangements for school site trainings and presentations, including time, date, and location, submitting all site required paperwork, recording and submitting participant attendance.~~

~~7. Professional Development Leaders are not management, confidential, or supervisory employees for the purposes of the Act.~~

Professional Learning Communities (PLC)

X. A Professional Learning Community (PLC) is an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for students being served. PLCs operate under the assumption that the key to improved student learning is in continuous job-embedded learning for educators.

1. The PLC is the larger organization and not the individual teams that comprise it. A “collaborative team” within the PLC model is a group of staff members working together interdependently to improve the educational outcomes of students. A collaborative team is not a PLC.
2. The development of a collaborative team within the PLC model shall be determined by the stakeholders at a school site reflecting the needs of students. As such, collaborative teams are flexible and dynamic both in their composition and their purpose.
3. Time banked for “collaboration” means time allotted for the purpose of addressing specific student needs and achieving specific educational goals through the practice of collective inquiry and action research within the parameters of the school site’s educational program.

Local Control Accountability Plan (LCAP)

Y. The Association will be actively engaged in the process of developing and revising the LCAP proposal that is presented to the District’s Board of Trustees for consideration pursuant to the Education Code. Representatives appointed by the Association will be included as active participants on LCAP-related bodies where

they have standing, including the District LCAP Advisory Council. Upon demand, should the District LCAP Advisory Council propose a modification to the current LCAP that involves a change to a mandatory subject of bargaining, the provisions of Article XVII, paragraph A.1, shall not apply.

Special Education Mild/Moderate Plan

Z. All teachers, both regular education and special education, will have access to Inclusive Practices training or equivalent professional development opportunities approved and/or provided by the District. Teachers shall receive release time and/or extra hours offer outside of the regular school day and /or the regular school year to participate in this training. Sites will provide extra planning time during the school year and over the summer for special education and regular education teachers to collaborate on co-teaching and/or the push in model. Training or planning time offered to the teachers outsider of the regular school day and/or the regular school year will include hourly compensation as provided in Appendix A when approved by the site or district administration.

ARTICLE XV
ADULT SCHOOL, HOME AND HOSPITAL,
AND SUMMER SCHOOL PROVISIONS

Adult School Teachers

- A. Adult School teachers with a primary bargaining unit assignment of 20 or more hours per week in the BAS program shall be covered by all provisions of this agreement with the specific modifications below.
1. Bargaining unit members who are assigned to work 30 or more hours per week shall be considered as full-time bargaining unit members for purposes of Article III of this Agreement. Bargaining unit members who are assigned to work less than 30 hours per week shall receive prorated contributions as set forth in Article III, paragraph D, of this Agreement.
 2. Adult School bargaining unit members who are credentialed and qualified will be given priority consideration for posted openings in the Adult School Program on a seniority basis.
 3. If a class or program is to be terminated or canceled due to low enrollment and if there are two or more sections of the same class which meet at the same time(s) on the same day(s), then the least senior bargaining unit member will be the one to be released. If the class(es) is re-instituted in the succeeding term, then the released bargaining unit member(s) will be offered re-employment in seniority order.

Home and Hospital Teachers

- B. Home and Hospital instruction is provided to students on an as-needed basis. Teachers of record shall be notified of students receiving Home and Hospital instruction and shall be given the first opportunity to take on the Home Hospital student. Compensation is set forth in Appendix B, Table IV. The bargaining unit member shall be indemnified and held harmless against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation as provided by Division 3.6 (commencing with Section 810) of Title I of the Government Code.

Summer School Teachers

- C. All Summer School assignments are made subject to maintaining sufficient enrollment in a teacher's class or classes.

1. A list of projected Summer School offerings shall be posted at the District Office and each school site by the third week of April. The Summer School posting shall set forth the position, location, and minimum qualifications for applicants. Selections shall be announced on or before May 15.
2. Supplemental program positions will be announced at the school site at which they are available.
3. Bargaining unit members are not required to teach Summer School or supplemental programs. Non-bargaining unit members shall not be assigned to teach Summer School or supplemental programs unless no qualified bargaining unit member applied. A bargaining unit member who received a rating of “unsatisfactory” in categories A, B, or C on their most recent “Summary Evaluation” may be deemed as not achieving “qualified” status for the purpose of this paragraph. On site employees shall be considered first for open positions.
4. Compensation for Summer School teaching and for substitute work is set forth in Appendix B, Table IV.
 - a. A bargaining unit member who teaches a full Summer School assignment shall receive one day of sick leave credit for each three weeks of time served in Summer School for use during Summer School only.
 - b. A bargaining unit member shall be compensated for any unused Summer School sick leave day within 45 days of completion of the Summer School assignment. A bargaining unit member who had accumulated Summer school sick days on the books as of the end of the 2010 Summer session may utilize those accumulated days on an as-needed basis, once the two new days of Summer School sick leave have been used.
5. Bargaining unit members shall report to their respective assignments at least 15 minutes before classes start. Bargaining unit members may leave following scheduled student dismissal from the class. Notwithstanding the foregoing, bargaining unit members shall remain on campus for a maximum of two scheduled staff meetings.

Summer School Counselors

- D. If a comprehensive high school is allocated additional hours for counseling assignments during the Summer recess period, distribution of the hours will be determined on a

site-by-site basis prior to the end of the student school year. A Counselor who is assigned will be compensated at their hourly rate of pay. Hours will be split among the on-site counselors unless a counselor declines to participate.

Summer School Workload

E. Summer school classes will not exceed the largest class size of the same course at that site during the regular school year. If an adequate number of teachers are not available to teach the classes, the classes will be canceled.

Summer Training

F. If the district requires or recommends training during the summer, the district will compensate the teacher for attendance at the training during the summer with their summer school daily rate of pay for the days required for attendance.

**ARTICLE XVI
DISCIPLINE**

Discipline Procedures

- A. For the purposes of this Article, “discipline” or “disciplinary action” shall mean a “Letter of Reprimand,” or an unpaid suspension for a period of up to 11 work days initiated by the District against a bargaining unit member who has achieved permanent status.
1. The provisions of this Article shall not apply to an oral warning, a “Letter of Warning,” a “Memorandum of Employee Incident,” or to a “Notice of Unprofessional Conduct,” or “Notice of Unsatisfactory Performance” as set forth in Education Code §44938, or to any proceeding that arises out of the issuance of such a Notice.
 2. Disciplinary action shall be imposed for just cause. Disciplinary action is intended to be corrective in nature and should be commensurate with the level of the bargaining unit member’s infraction.
 3. At the beginning of each school year, each bargaining unit member shall be provided a copy of the list of conduct that may result in disciplinary actions.
- B. Any matter which may result in disciplinary action shall be brought to the attention of the Human Resources Division.
1. The Division (or designee of the Division) shall investigate the matter. The Division shall notify the bargaining unit member that a complaint has been made and the general allegation or allegations of the complaint within 10 work days of receiving the complaint. As a part of the investigation process, the Division shall request a meeting with the bargaining unit member.
 - a. The bargaining unit member shall be informed of the right to be accompanied to the meeting by a representative. If the bargaining unit member elects not to be represented by an Association representative, the bargaining unit member shall sign a statement to that effect. A copy of the statement shall be provided to the Association.
 - b. As a part of the investigation, if disciplinary action is being considered, the bargaining unit member and their representative, where applicable, shall be notified in writing of the allegations, provided copies of any written documents upon which the recommendation is based, and shall be given an opportunity to meet with a designated *Skelly* officer in order to respond and to comment on the appropriate disposition.
 2. All information and disciplinary proceedings shall be kept as confidential as possible by all parties to the process.
- C. Following the *Skelly* meeting, if a recommendation is made that cause exists, the bargaining unit member shall be provided a written Notice of the Proposed Disciplinary Action within ten days.
1. The Notice shall be personally served upon the bargaining unit member, or it shall

be sent by United States certified mail, return receipt requested, addressed to the bargaining unit member at their last known address.

2. Where the bargaining unit member has utilized the services of a representative during the investigation, the representative shall be provided a copy of the Notice.
3. The Notice shall inform the bargaining unit member of the charges as well as a statement of the specific acts and omissions upon which the disciplinary action is based and copies of any document or documents upon which it is based.
4. The Notice shall inform the bargaining unit member of the right to appeal by the Association filing a grievance on behalf of the bargaining unit member at Level Three within 10 work days from service of the Notice. A bargaining unit member who did not utilize a representative may appeal to the Board of Trustees within ten work days from service of the Notice. If a grievance or appeal to the Board is filed, the proposed disciplinary action shall be stayed until the process is completed. Failure to file a grievance or an appeal shall constitute a waiver of the right to an appeal and the discipline shall be final.

Grounds for Discipline

Bargaining unit member conduct that may result in discipline:

1. Excessive, patterned absences, failure to timely report absences (except in cases of emergency), or abandonment of position.
2. Unauthorized or impermissible use of leave.
3. Excessive or patterned tardiness.
4. Insubordination [refusal to follow the lawful direction of a supervisor] (**).
5. Negligence or willful damage to public property or waste of public supplies or equipment.
6. Possession and/or consumption of alcoholic beverages or intoxication on District premises or while on duty at any location (**).
7. Possession or consumption of any narcotic, drug or other controlled substance on District premises or while on duty at any location, unless such possession is under a valid written prescription (**).
8. Violation of sections III.B or C of the District's Acceptable Use Policy ("AUP") attached as Appendix C (**). Violation will not result in automatic suspension if the District's AUP is changed without the agreement of the Association.
9. Accessing confidential or private information stored on District servers or cloud-based servers or in the computer files of others for an impermissible purpose (*).
10. Attempting to bypass or evade or bypassing or evading the District filter system. Downloading software in violation of copyright.

11. Possessing, accessing or viewing any pornographic websites, photographs or information, including child pornography. (**).
12. Violation of the District's policy prohibiting Sexual Harassment (including inappropriate touching, physical abuse, or sexual abuse), or engaging in "grooming" activities toward District students within the context of sexual misconduct. "Grooming" consists of deliberate behaviors directed at a student, student's family, or student's friends, to befriend and establish an emotional connection with that student to lower the student's inhibitions against inappropriate romantic or sexual activities (**).
13. Engaging in or threatening any act of physical violence against a student, parent, employee of the District, or any other person except as referred to in Article XIII, paragraph C (**).
14. Verbal or written attack that reasonably could be construed as hostile, intimidating, aggressive, demeaning, belittling, or threatening and/or use of expletives/epithets directed against a student, parent, employee of the District, any other person, or the use of epithets related to protected classes under anti-discrimination laws while performing services on behalf of the district. (**).
15. Misappropriation or mishandling of District or student body funds resulting in loss (**).
16. Theft (**).
17. Possession of a firearm or other device meant to cause grievous bodily injury or death without proper authorization (**).
18. Use of District time, facilities, equipment, or supplies for private gain, purpose, or advantage including, but not limited to, soliciting donations from students and selling items to students.
19. Duplication or sharing of any key, key card, access code or password to a District facility or equipment with any individual not employed by the Kern High School District without proper authorization (*).
20. Neglect of duty or intentional act which poses a safety risk or risk of harm to employees, students, and/or district facilities (*).
21. Commission of an act or acts while on district premises or at District related events that result in, or could result in, a misdemeanor or felony charge (violation of law while on district premises or at District-related events) (**).
22. Submitting falsified records or information to the District (**).

23. Failure to report known or suspected child abuse, pursuant to the Child Abuse and Neglect Reporting Act (CANRA) or encouraging a student to not disclose abuse or neglect (**).

Generally, lower levels of progressive discipline will be employed prior to issuing an unpaid suspension.

- First offense of single-starred causes of discipline (*) may result in an unpaid suspension of up to 3 days.
- First offense of double-starred causes of discipline (**) may result in an unpaid suspension of up to 11 days. A repeated offense of the same disciplinary cause may result in an unpaid suspension of up to 11 days depending on the scope or severity of the offense.

ARTICLE XVII
CONCLUSION

Completion of Negotiations

A. This Agreement represents complete collective bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term or terms hereof. This Agreement supersedes and replaces the 2016-19 Collective Bargaining Agreement, any and all other Memoranda of Agreement or Understanding or Side-Letter, and any other agreements, practices, or understandings (oral or written) entered into prior to the date of ratification of this Agreement unless the terms thereof are set forth in this Agreement.

1. The parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement and even though such subjects or matters were proposed and later withdrawn. Exceptions to the terms of this paragraph are limited to the following:

a. For the ~~2022-23~~ 2024-25 school year, Article II, Article III, plus up to two articles designated by the District and two articles designated by the Association will be reopened for negotiations.

2. The District agrees that it will not change any “term and condition of employment” as defined in section 3543.2 of the Act without first notifying the Association of such intended change. The Exclusive Representative must make a written demand to bargain the effect of such a change. Following the written demand, the District agrees to meet and negotiate.

Past Practice

B. The specific provisions of this Agreement shall prevail over any past practice or procedure. When reference is made to statutes (e.g., Education Code), such reference is informational only and does not subject the provision of such statutes to the grievance processes of this Agreement.

Severability and Savings

C. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect. 1.

Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision(s).

2. If the Legislature repeals or modifies sections of the Education Code relative to matters within the scope of representation, the District agrees to negotiate the effect of such modifications prior to implementing the provisions of any change.

Duration of Agreement

D. This Agreement is for the ~~2020-23~~ 2023-2026 school years and shall be in full force and effect from the date of ratification by the parties to June 30, ~~2023~~ 2026, at which time this Agreement shall expire and become null and void except as provided by law.

NOTE:

~~The parties acknowledge that existing language in Article IX, Hours and Professional Responsibilities, Section 9.E.2.b remains in dispute and will be submitted to PERB for impasse proceedings.~~

The parties also agree to negotiate a Memorandum of Understanding that would seek to implement procedures to allow for the use of compensatory time off on a period-by-period basis.

NEED TO ADDRESS THE PAY SCHEDULES OF SLP, NURSES, AND PSYCHOLOGISTS

Appendix A

To teacher’s salary schedule, add “or Terminal Degree (in area of teaching assignment)” to the Doctoral stipend.

Psychologist Pay Schedule we propose adding a masters degree column to the pay schedule to align it to the other pay schedules.

Effective July 1, 2023					
Reflects a 5% Salary Increase					
	Without	With Masters			
Step 1	107356	111018			
Step 2	109547	113209	Psychologist's Tentative Pay Schedule		
Step 3	111738	115400		Doctorate= \$3854	
Step 4	113928	117590			
Step 5	116118	119780			
Step 6	118316	121978			
Step 7	120500	124162			
Step 8	122690	126352			
Step 9	124881	128543			
Step 10	127071	130733			
Step 11	129262	132924			
Step 12	131453	135115			
Step 13	133840	137502	available after 17 years of qualified educational experience		
Step 14	136227	139889	available after 22 years of qualified educational experience		
Step 15	140999	144661	available after 27 years of qualified educational experience		
Step 16	145771	149433	available after 32 years of qualified educational experience		
Step 17	152928	156590	available after 35 years of qualified educational experience		

NURSES PAY SCHEDULE

Add “or prior nursing experience in a hospital or medical setting” to Steps 13 - 17

KERN HIGH SCHOOL DISTRICT

SCHEDULE

FOR

EXTRA SERVICES

~~2020-23~~

(Effective July1, 2021~~3~~)

PREAMBLE

Participation in a stipend coaching/advising position is an ancillary teaching activity performed by a unit member who has volunteered for a stipended opportunity.

The stipends listed in this Appendix are the sole remuneration for the opportunities listed herein, and coaches/advisors are not entitled to additional compensation under state or federal law including but not limited to the Fair Labor Standards Act and Industrial Wage Commission Orders (e.g., an hourly rate, minimum wage, overtime pay, or any other remuneration for any time spent in these opportunities). Individuals participating in a coaching/advisory stipend opportunity shall not earn nor qualify to accrue sick leave, vacation, minimum wage, overtime pay, hourly earnings, compensatory time off, health benefits or any other entitlements or benefits. Stipends are not related to the hours to which a coach/advisor commits in that opportunity, the length of the season (e.g., playoffs, championships), or length of the voluntary assignment.

By accepting a coach/advisor opportunity, a unit member commits to performing all tasks associated with the opportunity. If, for any reason, a coach/advisor does not complete the opportunity, the stipend will be pro-rated based on months or weeks actually served in the opportunity.

The District shall only reimburse a coach/advisor for actual and necessary expenses incurred that are within the scope of the opportunity and so long as such expenses are pre approved, in writing, by the Assistant Principal of Administration of the school site where the coach/advisor performs the coaching or advising, and so long as the expense is permitted by District policy. A coach/advisor shall not receive reimbursement for any expenses that are not pre-approved, in writing. Any out-of-pocket costs incurred by Coach that are without approval or not for an emergency purpose shall be incurred by the Coach/Advisor voluntarily without expectation of reimbursement. For reimbursement of approved expenses, a coach/advisor shall submit and complete expense claims in writing, accompanied by receipts, invoices, or other documentation regarding the expense claimed, prior to reimbursement in accordance with the District's policies, rules and regulations.

The District may terminate the coaching/advising opportunity at any time, for any reason without cause, due process, a statement of reasons, or a hearing. A coach/advisor may terminate their service in the coaching/advising opportunity upon reasonable notice, for any reason, without retaliation as long as the termination does not put students at risk.

Table I – Responsibility Factor

A (.060)	D (.045)
Head - 1st Level Football	2nd Level Baseball
	2nd Level Basketball 2nd Level Soccer
	2nd Level Softball
B (0.55)	2nd Level Volleyball Head Tennis
1st Level Baseball	Head 3rd Level Football
1st Level Basketball	Asst 2nd Level Football
1st Level Softball	Asst Cross Country
1st Level Track	Asst Track
1st Level Volleyball Head	Asst Wrestling
Wrestling	
	E (.040)
C (.050)	
1st Level Soccer	3rd Level Baseball
Head Cross Country Head	3rd Level Basketball
Swimming	3rd Level Soccer
Head Water Polo	3rd Level Softball
District Diving Coach	3rd Level Volleyball
Asst 1st Level Football Head	Head Golf
2nd Level Football	Asst Swimming/Water Polo
	Asst Tennis
	Add'l Coach**

1. The Responsibility Factor is applied to Class III of the Appendix A Salary Schedule. A bargaining unit member is placed on the same step as their regular placement on the applicable Salary Schedule (Appendix A, A-1, A-2) - highest placement is Step 13.
2. Each coaching position shall be filled by a qualified teacher unless no qualified teacher applies for the position prior to the closing date of the posting.

Table II – Responsibility Factor

All of the stipends in Table II are for work completed outside of the regular work day or assigned work schedule. Stipends are paid for direct supervision or completion of the activity. A stipend may not be collected if another coach/person is performing a majority of the duty/training/supervision.

A (.040)	
Auxiliary Unit (Color Guard)	
(Marching) Band	Webmaster
Debate/Forensics/Speech**	Winter Color Guard (competing)
Drama (production)	Winter Drumline (competing)
<u>Marksmanship/Rifle Drill Team (ROTC)</u>	Yearbook
Spirit Advisor, 1st level	
	C (.020)
	Academic Decathlon, Asst
	FHA - HERO/FCCLA ****
B (.030)	Literary Journal Advisor ****
Academic Decathlon, Head	Math Team Coach ****
Audio Visual	Science Bowl Coach ****
Band (performance/competition)	SkillsUSA Advisor ****
Forensics Coach, Asst***	Spirit Advisor, 3rd level
Newspaper****	Stage/Theater Manager (non production)
Orchestra (performance/competition)	Visual Arts (art show/gallery)
Robotics (competing)	Virtual Enterprise Advisor ****
Spirit Advisor, 2nd level	Yearbook Photographer
Stage Manager (production)	E Sports
Student Finance (Store)	
Vocal Music (performance/competition)	D (.015)
We the People, Head	Director of Assemblies
	Noon Recreation

1. The Responsibility Factor is applied to Class III of the Appendix A Salary Schedule. A bargaining unit member is placed on the same step as their regular placement on the applicable Salary Schedule (Appendix A, A-1, A-2) - highest placement is Step 13.

* Audio Visual instructors who are not accorded a release period shall be compensated in Table II and must be the one performing the audio visual duties.

** Forensics and Speech coach may not be assigned to the same school. Speech coach is used in schools which do not have a forensics program but where additional time is needed outside classroom time.

*** Assistant Forensics Coach applicable for schools with 30 or more in the forensics program.

**** Team must compete/must be a publication to receive the stipend.

Table III – Responsibility Factor

Activities Director	.06
Activities/Athletic Director	.08
Athletic Director	.08
Attendance (per period)	.01333
Audio Visual (per period)	.01
Assistant to Dean (per period)	.01333
AVID Coordinator	
225 or fewer	.01
226 - 500	.015
501 - 750	.02
751 - 1000	.025
Campus Supervisor (per period)	.01
Child Advocated/ Search and Serve (per period)	.01
Counseling (per period)	.01333
Department Chair (traditional or area departments)	
Group 1 - six to 15 sections	.02
Group 2 - 16 to 40 sections	.03
Group 3 - 41 to 65 sections	.04
Group 4 - 66 or more sections	.05
ESEA Project Coordinator (per period)	.01
ELD Coordinator	
225 or fewer	.01
226 - 500	.015
501 - 750	.02
751 - 1000	.025
Extended Day Teaching Period	.20
Extra Service	
One Month Extra Service (11-month contract)	.10
Two Months Extra Service (12-month contract)	.20
Head Counselor (does not reduce regular caseload)	.04
Program Specialist (Special Education)	.08
Program Specialist (Assistant per period)	.01
Special Education Teacher	
5 - 10 caseload students	.02
11 - 15 caseload students	.03
16 - 20 caseload students	.04
21-28 caseload students	.05
TOSA	.06
Speech Language Pathologist - District Lead	.02
Certificated Nurse - District Lead	.02
Subject Matter Facilitator	.01
Teacher Librarian	.03
Testing (per period)	.01333

NOTES:

1. The Stipend Factor is applied to the Appendix A Salary Schedule that equates to the bargaining unit member's Salary Class and step placement on the applicable Salary Schedule (Appendix A, A-1, A-2).
2. The stipend for ELD Coordinators will be determined by the number of LEP students enrolled at each school site based on the fourth Friday enrollment of the school year.
3. The Stipend Factor for a Program Specialist is in addition to compensation as a department chair.
4. Extra service stipends that are paid on a "per period" basis shall be applied as if a block-schedule was not in effect (i.e., the block period activity is one period).

APPENDIX B

TABLE IV - Fixed Amount Stipends

Consulting Teacher (per assigned participating teacher)	3000.00
District Music Chairman	237.00
Hearing Panel Member	250.00
Joint Committee Member	<u>1000.00</u> 3000.00
Professional Development Leader	1000.00
Mentor (per advisee) *	
Induction	2000.00
CESIP	2000.00
Intern	2000.00
CTE	2000.00
STSPS	2000.00
PIP	2000.00
Resident Teacher Mentor	2000.00
CFY/RPE/SLPA Supervision	2000.00
Health Care Preceptor (Nurse Mentor) **	2000.00

The following stipend amounts are paid on a one-time basis, regardless of base salary: Obtaining the CLAD/BCLAD certificate
1200.00

(This stipend is paid only to those bargaining unit members initially hired from out of state *after July 1, 2010*)

Obtaining the Certificate of Completion of Staff Development 700.00

Contract Hourly Rate: Based upon appendix A at .001 of Step 1 of the Salary Schedule Class that equates the other bargaining unit member's Salary Class placement on the applicable Salary Schedule (Appendix A, A-1, A-2) for the following activities:

- Extended Day Duty (per period)
- Period Substitute
- District or school site meetings or trainings for which compensation is given
- Summer School and Summer School substitute. The factor is applied to the Salary Schedule in effect at the beginning of summer school.
- Home and Hospital Instruction

Part-time Counselors will receive up to 18 hours for pre-school work. Compensation is at the Counselor's hourly rate.

Notes:

1. Teachers may enter into an agreement to serve as a master teacher to a student teacher with a University or with the District, the payment shall be passed through to the bargaining unit member.

* Mentors must be officially appointed by the Joint Committee, the Residency Program, or the program director.

**Health Care Preceptor assignments will be rotated throughout the qualified nurses, unless a nurse opts not to be a HCP in writing.

Appendix E

Early Start Schedule Possibilities - - Sample Schedules with 18 minutes banked time built in

Regular Schedule		
Per 1	8:30 - 9:27	57 minute periods with 7 minute passing periods = total of 378 min/day which is equivalent to the number of minutes that comprehensive sites are working to achieve the banked time for Monday and holiday early outs, final exams, and fog delays.
Per 2	9:34 - 10:31	
Per 3	10:38 - 11:35	
Lunch	11:35 - 12:10	
Per 4	12:17 - 1:14	
Per 5	1:21 - 2:18	
Per 6	2:25 - 3:22	

One Hour Early Out Schedule		
Per 1	8:30 - 9:17	47 minute periods with 7 minute passing periods = total of 318 min/day which is equivalent to the number of minutes that comprehensive sites are working.
Per 2	9:24 - 10:11	
Per 3	10:18 - 11:05	
Lunch	11:05 - 11:40	
Per 4	11:47 - 12:34	
Per 5	12:41 - 1:28	
Per 6	1:35 - 2:22	

Two Hour Early Out Schedule		
Per 1	8:30 - 9:07	37 minute periods with 7 minute passing periods = total of 257 min/day which is one less minute than the number of minutes that comprehensive sites are working. Lunch could be moved to the end of the day to make the early out 35 minutes earlier, but classes would have to be
Per 2	9:14 - 9:51	
Per 3	9:58 - 10:35	
Lunch	10:35 - 11:10	
Per 4	11:17 - 11:54	
Per 5	12:01 - 12:38	
Per 6	12:45 - 1:22	

		adjusted to accommodate the 7 minute passing period at the end of lunch.
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LATE START POSSIBILITIES

Regular Schedule		
Per 1	9:00 - 9:57	57 minute periods with 7 minute passing periods = total of 378 min/day which is equivalent to the number of minutes that comprehensive sites are working to achieve the banked time for Monday and holiday early outs, final exams, and fog delays.
Per 2	10:04 - 11:01	
Per 3	11:18 - 12:05	
Lunch	12:05 - 12:40	
Per 4	12:47 - 1:44	
Per 5	1:51 - 2:48	
Per 6	2:55 - 3:52	

One Hour Early Out Schedule		
Per 1	9:00 - 9:47	47 minute periods with 7 minute passing periods = total of 318 min/day which is equivalent to the number of minutes that comprehensive sites are working.
Per 2	9:54 - 10:41	
Per 3	10:48 - 11:35	
Lunch	11:35 - 12:10	
Per 4	12:17 - 1:04	
Per 5	1:11 - 1:58	
Per 6	2:05 - 2:58	

Two Hour Early Out Schedule		
Per 1	9:00 - 9:37	37 minute periods with 7 minute passing periods = total of 257 min/day which is one less minute than the number of minutes that comprehensive sites are
Per 2	9:44 - 10:21	
Per 3	10:28 - 11:05	
Lunch	11:05 - 11:40	

Per 4	11:47 - 12:24	working. Lunch could be moved to the end of the day to make the early out 35 minutes earlier, but classes would have to be adjusted to accommodate the 7 minute passing period at the end of lunch.
Per 5	12:31 - 1:08	
Per 6	1:15 - 1:52	

EARLY START POSSIBILITIES II

Regular Schedule		
Per 1	8:00 - 8:57	57 minute periods with 7 minute passing periods = total of 378 min/day which is equivalent to the number of minutes that comprehensive sites are working to achieve the banked time for Monday and holiday early outs, final exams, and fog delays.
Per 2	9:04 - 10:01	
Per 3	10:18 - 11:05	
Lunch	11:05 - 11:40	
Per 4	11:47 - 12:44	
Per 5	12:51 - 1:48	
Per 6	1:55 - 2:52	

One Hour Early Out Schedule		
Per 1	8:00 - 8:47	47 minute periods with 7 minute passing periods = total of 318 min/day which is equivalent to the number of minutes that comprehensive sites are working.
Per 2	8:54 - 9:41	
Per 3	9:48 - 10:35	
Lunch	10:35 - 11:10	
Per 4	11:17 - 12:04	
Per 5	12:11 - 12:58	
Per 6	1:05 - 1:58	

Two Hour Early Out Schedule		
Per 1	8:00 - 8:37	37 minute periods with

Per 2	8:44 - 9:21	7 minute passing periods = total of 257 min/day which is one less minute than the number of minutes that comprehensive sites are working. Lunch could be moved to the end of the day to make the early out 35 minutes earlier, but classes would have to be adjusted to accommodate the 7 minute passing period at the end of lunch.
Per 3	9:28 - 10:05	
Lunch	10:05 - 10:40	
Per 4	10:47 - 11:24	
Per 5	11:31 - 12:08	
Per 6	12:15 - 12:52	

Early Start Schedule Possibilities III - - Sample Schedules with 18 minutes banked time built in

Regular Schedule		
Per 1	7:30 - 8:27	57 minute periods with 7 minute passing periods = total of 378 min/day which is equivalent to the number of minutes that comprehensive sites are working to achieve the banked time for Monday and holiday early outs, final exams, and fog delays.
Per 2	8:34 - 9:31	
Per 3	9:38 - 10:35	
Lunch	10:35 - 11:10	
Per 4	11:17 - 12:14	
Per 5	12:21 - 11:18	
Per 6	1:25 - 2:22	

One Hour Early Out Schedule		
Per 1	7:30 - 8:17	47 minute periods with 7 minute passing periods = total of 318 min/day which is equivalent to the number of minutes that comprehensive sites are working.
Per 2	8:24 - 9:11	
Per 3	9:18 - 10:05	
Lunch	10:05 - 10:40	
Per 4	10:47 - 11:34	
Per 5	11:41 - 12:28	
Per 6	12:35 - 1:22	

Two Hour Early Out Schedule		
Per 1	7:30 - 8:07	37 minute periods with 7 minute passing periods = total of 257 min/day which is one less minute than the number of minutes that comprehensive sites are working. Lunch could be moved to the end of the day to make the early out 35 minutes earlier, but classes would have to be adjusted to accommodate the 7 minute passing period at the end of lunch.
Per 2	8:14 - 8:51	
Per 3	8:58 - 9:35	
Lunch	9:35 - 10:10	
Per 4	10:17 - 10:54	
Per 5	11:01 - 11:38	
Per 6	11:45 - 12:22	

Add FINAL STAFF AUP to the Appendices