

AGREEMENT

BETWEEN

BALDWIN PARK UNIFIED SCHOOL DISTRICT



and the

**BALDWIN PARK EDUCATION ASSOCIATION/
CALIFORNIA TEACHER ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**



FOR THE PERIOD

July 1, 2011 through June 30, 2014

AGREEMENT

BETWEEN

BALDWIN PARK UNIFIED SCHOOL DISTRICT

and the

BALDWIN PARK EDUCATION ASSOCIATION/

CALIFORNIA TEACHERS ASSOCIATION/

NATIONAL EDUCATION ASSOCIATION

FOR THE PERIOD

July 1, 2011 through June 30, 2014

TABLE OF CONTENTS


		Page
Article I	Term of Agreement.....	1
Article II	Recognition.....	2
Article III	District Retained Rights.....	3
Article IV	Association Rights.....	4
Article V	Maintenance of Membership; Authorization for Payroll Deduction of Association Dues and Other Items; Indemnification of the District.....	6
Article VI	Salaries.....	8
Article VII	Fringe Benefits.....	11
Article VIII	Hours and Conditions of Work.....	12
Article IX	Evaluations.....	17
Article X	Leaves.....	21
Article XI	Assignments, Reassignments, and Transfers.....	33
Article XII	Grievance and Arbitration Procedures.....	37
Article XIII	Class Size.....	40
Article XIV	Professional Growth and Development.....	41
Article XV	Work Stoppage and/or Concerted Activities.....	42
Article XVI	Just Cause and Due Process.....	43
Article XVII	Peer Assistance and Review (PAR).....	45
Article XVIII	Safety.....	50
Article XIX	Shared Decision Making.....	51
Article XX	Savings.....	52
Article XXI	Entire Agreement.....	53
Appendix A	Extra Duty and Miscellaneous Pay Schedule.....	54
Appendix B	Stipends.....	58
Appendix C	Teachers' Salary Schedule.....	60
Appendix D	Evaluation Calendar.....	61
Appendix E	Job Sharing Agreement.....	63
Appendix F	Part-Time Employment Agreement.....	65
Appendix G	School Year Calendar.....	66
Appendix H	Fringe Benefit Allocation.....	70

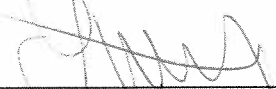
AGREEMENT

THIS AGREEMENT, made and entered into by and between the BALDWIN PARK UNIFIED SCHOOL DISTRICT, whose address is 3699 North Holly Avenue, Baldwin Park, California 91706, hereinafter referred to as the "District," and the BALDWIN PARK EDUCATION ASSOCIATION/CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION, whose mailing address is 13139 Ramona Blvd., Suite B, Irwindale, California 91706, hereinafter referred to as the "Association," is entered into pursuant to Chapter 10.7, Section 3540-3549, of the Government Code.


RECOMMENDED



Candace Goble, Member
Chief Negotiator, BPEA Bargaining Team

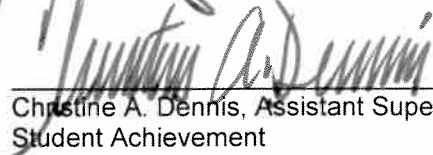

Andrea Grimm, Member
BPEA Bargaining Team

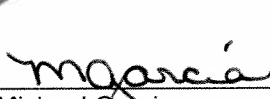

Linda Mitchell, Member
BPEA Bargaining Team

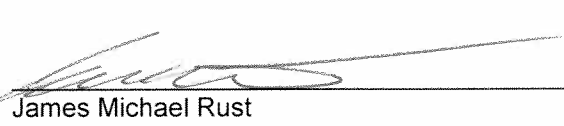

Melody Warden, Member
BPEA Bargaining Team

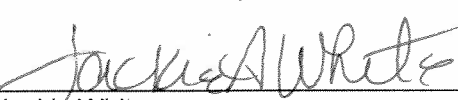

Mark M. Skvarna, Superintendent
Baldwin Park Unified School District


Cynthia C. Cuevas, Assistant Superintendent
Human Resources; Chief Negotiator


Christine A. Dennis, Assistant Superintendent,
Student Achievement


Michael Garcia
Elementary School Principal



James Michael Rust
Middle School Principal



Jackie White
High School Principal

Dated 2-28-2012

Dated 2-28-2012

APPROVED AND RATIFIED


Sheralee Heckroth, President
Baldwin Park Education Association/
California Teachers Association/
National Education Association


Christina Lucero, President
Board of Education
Baldwin Park Unified School District

Dated 2-28-2012

Dated 2-28-2012

ARTICLE I – TERM OF AGREEMENT

This Agreement shall be in force and effect from July 1, 2011 up to and including June 30, 2014. Reopeners each year are limited to Salary, Health Benefits, and two articles selected by each party. However, this does not preclude the District and Association from mutually agreeing to reopen articles at any time during the term of the agreement.

ARTICLE II – RECOGNITION

- A. The District recognizes the Association as the exclusive representative of all of its regular or temporary certificated employees who serve as K-12 classroom teachers, special education teachers, consulting teachers, speech and language therapists, counselors, adult school counselors, library media teachers grades 7-12, nurses, and all other teachers on special assignment.
- B. Excluded from the unit represented by the Association are all of the District's administrators, coordinators, directors, specialists, supervisors, adult school teachers, substitute teachers, and its management, confidential, and classified employees.

ARTICLE III – DISTRICT RETAINED RIGHTS

- A. The intent of this Article is to insure that the District retain all constitutional, statutory, and management rights which it has not agreed to limit in other Articles of this Agreement.
- B. It is not the intent of this Article, however, to expand the rights of the District beyond their constitutional or statutory limits. Thus this Article cannot be construed as a waiver by the Association of any constitutional or statutory rights of the unit members or of any of the Association's statutory rights. Moreover, this Article cannot be construed as a waiver by the Association of any of its rights, or of the rights of the unit members which are stated in any other Article of this Agreement. Thus if there is any conflict between the general retained rights of the District in this Article and the stated rights of the unit members or of the Association in any other Article of this Agreement, the right of the unit members or of the Association shall prevail.
- C. Subject to the qualifications stated in Section B of this Article, all matters which are not enumerated as within the scope of negotiations in California Government Code Section 3543, and all rights of the District which are not limited by other California statutes or by the terms of any other Article of this Agreement, are retained by the District.
- D. The exercise in a particular manner, or the failure to exercise, any right reserved to the District in this Article shall not be construed as a waiver of that right, nor shall it preclude the District from exercising that right in a different manner.

ARTICLE IV – ASSOCIATION RIGHTS

- A. The Association may use the District's facilities for meeting purposes, subject to the provisions of the Civic Center Act and provided that such use does not interfere with normal school operations.
- B. Authorized representatives of the Association shall have reasonable access to the District's facilities to transact official Association business, subject to the following conditions:
 - 1. Contacts with unit members shall be limited to duty-free lunch periods and to before and after class hours.
 - 2. No contacts with unit members shall be made during times when they are assigned to classes, to the supervision of students, or to the performance of other ancillary duties.
 - 3. Every authorized Association representative, whether or not also a District employee, immediately upon arriving at any District facility shall report to the office of the building principal or site administrator, provide proper written identification, and verify the availability of the unit member to whom he/she wishes to speak.
- C. The Association shall have the right to post notices of its activities and of matters of concern to the unit members on bulletin board space which shall be provided by the District at each school building and each work location frequented by unit members.

All literature posted by the Association must be dated and must identify the person or organization responsible for its contents. In addition, a copy of all postings shall be forwarded by the Association to the office of the District's Assistant Superintendent of Human Resources. No literature which libels the District or its personnel shall be posted by the Association.
- D. The District and the Association shall make available to each other, in response to a timely written request, public, non-confidential information concerning their financial resources and all non-confidential research reports on matters which are of mutual concern.
- E. The District shall provide to the Association:
 - 1. Prior to each public Board of Education meeting, two (2) copies of the Board's public agenda.
 - 2. During the first week of school, a tentative list of teacher assignments.
 - 3. At the start of each calendar quarter, a revision of the list of teacher assignments.
- F. The Personnel Policies of the District (currently Board of Education Policies Series 4000), which relate to the unit members shall not be changed by the District unless the District has provided the Association with a written notice of any proposed change or changes at least ten (10) days prior to the meeting of the Board of Education at which such change or changes are to be considered for final adoption. Provided, however, when required by an emergency the District may change such policies, without prior notice to the Association, as necessary to meet the demands of the emergency.
- G. When planning activities at the District level, or at the site level, the District's representatives must take into consideration that the Association holds its meetings between 3:30 and 5:30 p.m. on the second and third Thursdays of each month.
- H. The District's Superintendent or the Superintendent's designee, shall grant up to thirty-six (36) days per year release time to the Association's President, or the President's designee, to attend to Association business. Up to ten (10) additional days is to be arranged by mutual consent with

the cost of substitutes to be equally split between the District and the Association. Such release time shall be requested in writing and scheduled through the Superintendent or his/her designee. However, in an emergency, the Superintendent or his/her designee may grant release time upon a verbal request.

ARTICLE V – MAINTENANCE OF MEMBERSHIP;
AUTHORIZATION FOR PAYROLL DEDUCTION OF ASSOCIATION DUES AND OTHER ITEMS;
INDEMNIFICATION OF THE DISTRICT

- A. Any unit member who is a member of the Association upon joint ratification of this Agreement, and any unit member who becomes a member after such date shall maintain his/her membership in the Association in good standing during the term of this Agreement or until such time he/she becomes ineligible for membership.
- B. All unit members will be given a choice on the following three options:
1. Full membership in the Baldwin Park Education Association
 2. Agency Fee payer – representation fee
 3. Fair Share – donation to charity per criteria in law*
- C. Any member of the bargaining unit who is a member of the Association or who has applied for Association membership may sign and deliver to the District an assignment form authorizing deduction of unified membership dues and initiation fees. Such authorization for payroll deductions for payment of membership dues shall continue in effect until revoked in writing by the employee. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the salary warrant of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the unit work year shall prorate payments for the remainder of the school year. Any fraction of a month shall be considered a full month.
- D. Any unit member who is not a member of the Association or who does not make an application for membership within thirty (30) days from the date of commencement of duties shall become a member of the Association or pay to the Association a fee in an amount not to exceed the Association's initiation fee and periodic dues. The District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no change to the Association for such mandatory agency fee deductions.
- E. Any unit member who does not utilize the provisions of paragraph C above may arrange to pay service fees directly to the Association in lieu of having such fees deducted from his/her salary warrant; in the event such unit member is delinquent in payment of fees, the Association shall so notify the District in writing and request that the District initiate involuntary deductions pursuant to paragraph D above.

It is the express intention of the parties that the agency fee obligation outlined herein constitutes a condition of continued employment and that the parties contemplate utilizing the remedies provided for in Education Code Section 45061 for enforcing this Article.

- F. Dues and service fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission. The District shall also deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bond, charitable donations, or any other plans or programs jointly approved by the Association and the District upon appropriate written authorization from the unit member.

- G. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. However, such unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious non-labor organizations, charitable funds exempt from taxation under Section 501 of Title 26 of the Internal Revenue Code.

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year. If proof of payment is not presented within thirty days, the Association shall notify the District of their obligation to initiate payroll deduction of the agency fee.

*Those unit members receiving a religious exemption may select from one of the following charitable organizations:

1. United Way
2. F.A.C.T. (Foundation to Assist California Teachers)
3. City of Hope (cash only)

United Way and F.A.C.T. may be deducted monthly by payroll deduction.

The Association shall have the right to request reasonable verification of such payments in the form of either cancelled checks and/or receipts.

- H. For agency fee payers the District shall not deduct money specifically earmarked for ABC, PAC, or other political activities unless such deduction is affirmatively, separately, and specifically authorized in writing by the unit member.
- I. Should a unit member take an unpaid leave of absence for a semester or more, his/her Association dues shall not be collected by the District during that period. During such leave, unit members who wish to maintain their membership in the Association must make arrangements with the Association to make cash payment of dues. When a unit member returns to paid status with the District, his/her dues/representation fee deductions shall resume as provided for in this Article.
- J. The District shall remit to the Association each month the Association's unified dues and representation fees collected by it.

Neither the unit member nor the Association shall have any claim against the District for any deduction made unless a written claim of error is filed with the Assistant Superintendent of Human Resources within thirty (30) calendar days after the date such deduction was, or shall have been, made.

- K. The Association and/or its parent organization, CTA, agrees to indemnify and hold harmless from liability and pay all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation; and shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, tried, or appealed.
- L. The Association shall furnish all information in its possession which is needed by the District in order for it to fulfill its contractual obligations under this Article.

ARTICLE VI – SALARIES

- A. When the District has been unable to acquire the services of a paid substitute and/or the District determines that it is necessary to assign a regular middle, junior high or comprehensive high school teacher to teach for 45 minutes or more during the non-teaching period, or when increments of at least 15 minutes have been accumulated to equal the length of one class period, the teacher shall elect one of the following options:
1. To be compensated at the rate of 1/5 of .0041 of Column A, Step 1 of the Teachers' Salary Schedule each assigned period taught;
 2. To be released from duty during his/her non-teaching time for an equal amount of compensatory time;
 3. To substitute the compensatory time for assigned supervisory time;
 4. To receive no compensation for the assigned time.

The option concerning pay or compensatory time must be determined at the time the teacher receives notice of the assignment. Such determination is non-revocable. Should a teacher elect the option of compensatory time and fail to utilize such compensatory time within the school year, the compensatory time shall be deemed to have been lost. Under no circumstances will pay be due if not elected initially.

- B. When the District has been unable to acquire the services of a paid substitute to serve in place of an elementary self-contained (K-8) classroom teacher or the District determines that it is necessary to assign any number of the absent teacher's class members to another teacher, the receiving teacher shall elect either to be compensated for each student assigned for a full or half school day or he/she may elect to receive no financial remuneration. The rate of compensation for a full day is to be determined by dividing .0041 of Column A, Step 1 of the Teachers' Salary Schedule by 30.

When the District has been unable to acquire the services of a paid substitute to serve in place of a North Park High School teacher who is reported as absent and the District determines that it is necessary to assign any number of the absent teacher's class members to another teacher, the receiving teacher shall elect either to be compensated for each student assigned for a full or half school day or he/she may elect to receive no financial remuneration. The rate of compensation per class period is to be determined by dividing .0041 of Column A, Step 1 of the Teachers' Salary Schedule by 30 and dividing that sum by seven.

- C. The above provisions are not applicable to unit members other than regular classroom teachers.
- D. The District shall pay the financial compensation provided in A and B above at the end of each pay period, provided the appropriate time sheet is submitted by the 15th of that payroll period.
- E. Step advancement and qualification for an anniversary increment shall be contingent upon the unit member having taught 75% or more of the days during the preceding school year.
- F. For purposes of determining whether an employee had taught 75% or more of the days in a school year, all authorized paid leaves except illness differential pay will be counted as days worked.
- G. Consistent with Board Policy, the District accepts university semester units for credit toward column movement on the salary schedule twice a year; prior to November 1 and again prior to April 1. Semester units must be obtained from a university or college accredited by an organization recognized by the Council of Postsecondary Accreditation.

Column movement on the salary schedule will occur after the unit member has submitted to the Human Resources Office his/her official university transcripts in a sealed envelope. The bargaining unit member is solely responsible for the submission of any and all units to be considered for salary schedule movement.

In order to effect a salary change for September 1, coursework must be completed by September 1 and official transcripts submitted to the Human Resources Office before November 1. To effect a salary change for February 1, coursework must be completed by February 1 and submitted to the Human Resources Office by April 1.

- H. The Extra Duty and Miscellaneous Pay Schedule shall be set forth in Appendix A. It is agreed and understood that in those cases where an employee paid on the Extra Duty and Miscellaneous Pay Schedule is determined by the District to be performing in an unsatisfactory manner, he/she may be terminated at any time during the season or year and paid in a pro-rata manner for the time spent.
- I. Maximum of 50% of the units referred to in Salary Schedules B, C, D, and E may be obtained through participation in district workshops which have been set, approved, and designated by the Superintendent for salary schedule purposes.

For purposes of computing credit for district workshops, the following shall apply:

- 16 hours = one credit
- 12 hours = three-fourths credit
- 8 hours = one-half credit
- 4 hours = one-fourth credit

All credit given for participation in district workshops shall be in no less than one-fourth semester unit. Credit shall only be granted for full attendance at any workshop. Attendees must meet criteria for workshop attendance. Attendance stipends and salary credit cannot both be obtained for the same workshop.

- J. A bilingual stipend as shown in Appendix B shall be effective on a pro-rated basis after verification of appropriate credential from the Commission on Teacher Credentialing.
- K. In those instances where the District determines that it is to its advantage to offer training during the summer, unit members' compensation shall be paid at a daily rate determined by multiplying .00374 times the salary of Column A, Step 1 of the Teachers' Salary Schedule in effect the preceding September. If it is deemed necessary or appropriate by the District to provide compensation on an hourly basis, the hourly amount shall be determined by dividing the daily rate determined above by eight (8).
- L. The regular K-12 Teachers' Salary Schedule shall be as set forth in Appendix C, which is attached hereto.
- M. On or before February 1st of each school year, the Association shall survey the Teachers' Maximum Salaries in effect in all unified school districts in Los Angeles County. The teacher maximum is the last step where there is an annual salary step increment at the 60 unit including M.A. column. The effective salaries on January 1st shall determine Q3 provided at least fifteen (15) unified school districts have a negotiated settlement applicable to that school year and are not subject to further negotiated increases for that year. If fifteen districts have not settled by January 1st of that year, the Association shall make its Q3 determination when fifteen unified school districts have done so.

The District and Association shall gather supporting documentation to determine if a Q3 salary adjustment is necessary. They will jointly confirm the data and resolve the issue by mutual consent.

If the District Salary Schedule at E-12 is less than the determined Q3, the Salary Schedule shall be adjusted upward by the percentage difference, retroactive to September 1st of that school year.

- N. The calendar will be extended by one day for each mandatory professional staff development day. For each mandatory day the certificated salary schedule shall be increased by .5% effective July 1 of the commencing year. The .5% increase for each mandatory day of service shall be contingent upon the District receiving adequate funding each year for these staff development days. (On July 1, 1999, .5% was added to the salary schedule. An additional .5% was added to the salary schedule July 1, 2000.)
- O. In the event that the District determines that enrollment and staffing require an additional period of instructional service, a unit member may volunteer to extend his/her workday by the equivalent of one period. The unit member will receive a stipend of one-sixth per diem of his/her current salary placement. Availability of positions will be determined on a semester/trimester basis based on District determined needs. There is no guarantee that the assignment will continue beyond current assignment of need. Assignment of this position will follow assignment-reassignment as delineated in Article XI of this Agreement.
- P. Salary will be reviewed annually.

ARTICLE VII – FRINGE BENEFITS

- A. The monthly fringe benefit District maximum contribution for medical, dental, vision, and other benefit options are listed in Appendix H.

Same sex domestic partners as specified in California Family Code Section 297 shall be eligible for health benefits, subject to qualification requirements affecting other unit members and approval of the District health benefit providers.

- B. The fringe benefit District allocation shall increase each year by the same percentage increase as the District receives in its unrestricted deficit adjusted Base Revenue Limit cost of living adjustment for that school year, not to exceed the cost of lowest family coverage offered by the District to unit members. In the event the cost of living adjustment is set at different levels for different programs, the District and the Association shall meet to determine the fringe benefit allocation. For example, if the District received an unrestricted deficit adjusted Base Revenue Limit cost of living adjustment of 2%, the District allocation will increase by 2% or the cost of lowest family coverage, whichever figure is less.
- C. A unit member covered by a job-sharing agreement with the District, or a unit member working less than full-time, shall each receive health and welfare benefits on a pro-rata basis.
- D. A unit member who works a complete school year shall have health insurance provided for him/her from October 1st through September 30th of the following year. Unit members who are employed after the general enrollment period in September must enroll, and request coverage for their dependents, if any, before the first of the month following their date of employment.
- E. In the case of a unit member's resignation, retirement, or discharge during the school year, his/her health and welfare benefit allocation shall continue during the calendar month following the month his/her employment with the District terminates, provided he/she has been in a paid status for eleven days during his/her final month of employment. Should he/she have been in a paid status for fewer than eleven days during his/her final month of employment, his/her allocation shall continue only through the month of his/her termination.
- F. Unit members on approved leaves of absence may continue coverage under one of the District's health insurance plans at their own expense, provided the premiums for such coverage are paid in advance with the first half of the yearly premium due in the District's Business Office on or before October 1st and the second half on or before March 1st.
- G. A unit member 55 years of age or older who retires after at least twenty years of active service in the District shall be eligible for two-party coverage in a District-approved health insurance plan in accordance with the provisions of the District Policy 4154.
- Changes in Policy 4154 which could prospectively affect such a retired unit member shall not take effect until after the Association has been notified in writing of such changes.
- H. The District shall explain the benefits, and provide copies of Sections 7000 through 7003 of the California Education Code to any unit member upon request, or upon notice of his intent to retire. It shall do the same for the surviving spouse/domestic partner of a unit member.
- I. The Association agrees to participate in the Internal Revenue Code Section 125 Flexible Benefits program.
- J. The Association shall have two members on the fringe benefit committee, which will meet on an ongoing basis throughout the year. The benefit package selection shall be determined using Interest Based Problem Solving.

ARTICLE VIII – HOURS AND CONDITIONS OF WORK

- A. The standard recommended workday schedule for classroom unit members shall be provided annually by the Superintendent after consultation with the Association. Upon arrival at his/her assigned worksite, the unit member shall check in on a daily time sheet and shall call or sign out when leaving the worksite at the end of a workday. The unit member's workday ends as soon as his/her professional responsibilities and professional periods are fulfilled. On those occasions when a unit member intends to remain on campus beyond the time when the site office closes, he/she shall notify that office of his/her intentions and receive permission to do so.
- B. The unit member's workday shall include a thirty consecutive-minute lunch period without assigned responsibilities. Unit members may leave campus during their duty-free thirty minute lunch provided that the unit member checks in and out with the principal's office staff or signs a sheet designed for that purpose.
- C. All unit members are required to remain at their respective worksites during the workday except as provided for in Section B above unless otherwise authorized to leave by their immediate supervisor.
- D. The site will designate at least two days a month as meeting-free days. These days may not be on the second and third Thursdays of each month, when Association meetings are scheduled. On Association meeting days, except under the most unusual circumstances, meetings will be avoided after the normal work day.
- E. On "minimum" days, the teacher's workday shall end at 3:00 p.m. On minimum days scheduled at the high schools for such events as back-to-school night, parent conferences and/or open house, teachers will be released at 12:30.
- F. The minimum workday for all unit members other than regular classroom teachers shall be as follows, provided their professional responsibilities are being fulfilled:
 - 1. Speech and Language Therapist, Elementary Music Teacher: Same as upper grade (4-6) teachers.
 - 2. Resource Teacher, Teacher on Special Assignment, Nurse, Library Media Teacher Grades 7-12: Seven (7) hours excluding 30-minute duty-free lunch.
 - 3. Counselor: Eight (8) hours excluding 30-minute duty-free lunch.
- G. Each site will make an effort to develop a reasonably equitable supervisory duty schedule for duties during the workday.
- H. Professional Development Days
 - 1. Mandatory Professional Development Days
 - a. There will be two on-schedule mandatory Professional Development days.
 - (1) One day scheduled during the first pre-work service week for returning teachers.
 - (2) One day to be scheduled within the school year.
 - (3) Topics for all programs and/or meetings shall meet the goals and needs of teacher, site, and District plans. Professional development for each of these days will focus on instructional methods, including teaching strategies, classroom management, academic content in the core curriculum and other training designed to improve pupil performance, safety and well-being.

- (4) Mandatory Professional Development days will be six hours and thirty minutes excluding lunch and include a 10-minute morning break.
 - b. All days must meet the requirements of law and reflect site and district plans.
 - c. District-presented programs may provide mandatory materials and shall be coordinated with the Professional Development Team and school sites.
 - d. When scheduling Professional Development days, maximum ADA and isolated work days will be considered.
 - e. Pursuant to the Instructional Time and Staff Development Reform Program, Education Code Section 44579, et seq., all bargaining unit members shall be required to attend both of the mandatory staff development days scheduled, for the entire duration of the training session. If a bargaining unit member does not attend a staff development training session, due to circumstances which the unit member cannot be expected to disregard, he/she shall make up the missed training. Validation of the completion of the make-up training shall be presented to Human Resources and BPEA. Upon completion of make-up day(s), charged leave for missed day(s) will be credited back to the employee.
- I. The District will pay \$20.00 an hour for any mandatory after-school hours supervision duty assigned a teacher beyond eight hours a year. This would typically be for such activities as athletic events, school plays, dances, concerts, etc. This excludes such things as graduation, open house, back-to-school night, parent conferences, parent advisory meetings, P.T.A. meetings, and bus supervision. Payment for duty will be made at the end of each pay period provided the appropriate time sheet is submitted by the 15th of the month for that pay period.
 - J. An effort will be made by the site administrator to make a restroom break available to unit members not to exceed ten minutes each day.
 - K. Exceptions to the regular beginning or ending time for the unit member's workday without loss of pay may be made subject to the approval of the Superintendent or his designee for any reason which the District feels is to the advantage of the District.
 - L. Unit members shall not be required to perform specialized health care services.
 - M. Secondary (7-12) teachers shall have a daily professional period. The professional time will not be used for regular or special meetings unless by mutual consent of the affected unit member(s) and the site administrator. Each site shall have the option of making adjustments in the schedule set by the Board of Education to accommodate such things as home room, counseling and guidance periods, time banking, etc., as determined by mutual agreement (2/3 of staff).
 - N. Elementary classroom teachers in grades kindergarten through six will receive a 45-minute professional period per week. If professional time falls on a holiday, vacation and/or minimum day, it will not be rescheduled. Professional time will not be used for regular or special meetings.
 - O. Traveling Teachers
A traveling teacher who moves two or more times during a school day shall:
 - 1. Be assigned using volunteers first.
 - 2. Be recommended by the departments for the principal's consideration.
 - 3. Be assigned on a rotating basis to distribute these assignments equally over time except for specialized room assignments.
 - 4. Have no regular duty during the school day.

5. Be given a cart to transport materials between classrooms, if needed.
6. Be provided with secure (locking) storage for materials.

Classroom teachers who travel two or more times within a school day shall be granted a yearly stipend as listed below:

Four times (five rooms)	3.0% of Salary Schedule A 1
Three times (four rooms)	2.5% of Salary Schedule A 1
Two times (three rooms)	2.0% of Salary Schedule A 1

Travel stipend shall be paid for each full month of travel at the end of the pay period, provided the appropriate time sheet is submitted by the 15th of the month for that pay period. This traveling stipend excludes people that travel for instructional programs, for example--speech pathologists, music teachers, and special education teachers.

Principals shall provide a list of traveling teachers to Human Resources by the end of each school year. A copy is to be provided to the Association. The use of unit members as traveling teachers in an assignment that requires rooms with specialized physical structures may be restricted to travel among these rooms, i.e. science labs, industrial arts, home arts, computer labs, and physical education.

- P. Job sharing shall refer to two unit members on regular contracts sharing one position.
1. Unit members may share a job assignment for a minimum of one year.
 2. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 1.
 3. If the request is denied, applicants will be notified in writing of the specific reasons for the denial.
 4. Notwithstanding other provisions of the Agreement, job sharing unit member's wages, benefits and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job sharers exceed the amount the District would have paid if the position had not been shared.
 5. Each job sharing unit member shall receive a salary schedule increment each two years of service provided they actually work 75% of the total full-time equivalent days in two successive years. Days can only be accumulated over two successive years.
 6. Upon request of the two unit members a job sharing assignment may be renewed provided the two unit members notify the District prior to March 1. In the event the two unit members fail to notify the District of their desire to continue the job sharing assignment, or in the event the District does not approve the continuance of the assignment, the unit member shall be returned to full-time assignments.
 7. In the event a job share is dissolved, the affected job share teacher(s) shall be considered for available vacancies consistent with Article XI – Assignments, Reassignment and Transfers.
 8. Job Sharing Agreement form is in Appendix E.

Q. Part-time employment will be determined by need.

1. The percentage of employment will be the basis to prorate salary, fringe benefits, sick leave, retirement benefits, and preparation period.
2. Teachers who are working part-time will advance on the salary schedule one step for each two years provided they actually work 75% of the total full-time equivalent days in two successive years. Days can only be accumulated over two successive years.
3. Teachers must work on all non-teaching days. Teachers must attend all scheduled faculty and department meetings.
4. Teachers must handle all regular professional responsibilities such as parent conferences, lesson preparations, room environment, attendance reports, grading, attending IEP meetings, attending Student Study Team meetings, etc.
5. Night functions: Teachers will attend all open house activities, back-to-school nights, graduation, and any other functions that are required of other teachers.
6. Evaluations: Teachers will be evaluated in the regular manner.
7. Teachers will assume responsibility for fostering clear, accurate, and ongoing communication with department heads, parents, administrators, and staff with whom they may have responsibility.
8. Part-time Employment Agreement form is in Appendix F.

R. Shortened Days for Professional Development

1. Topics for all programs and/or meetings shall meet the goals and needs of teacher, site, and District plans. Professional development for each of these days will focus on instructional methods, including teaching strategies, classroom management, and other training designed to improve pupil performance, safety, and well-being.
2. Topics for workshops shall be determined through the shared decision making process unless mandated by the state.
3. Common planning time for grade level and subject area collaboration is one appropriate use for this time.
4. Shortened days will end at 3:00 p.m.

S. During the last week of the instructional year, unit members shall be responsible for completing the District "Year-End Check-Out form" and obtaining written approval from their site administrator. This activity shall not interfere with the unit member's instructional duties and/or responsibilities.

T. Common Meeting Time

1. Common Meeting Time (CMT) is for the purpose of professional development collaboration and staff meetings. A Common Meeting Time of 50 minutes shall normally be scheduled once during each school week. Unit members are required to attend.
2. CMT Meetings address instructional methods, including teaching strategies, classroom management, and other training designed to improve pupil performance, safety, and well-being. Methods for achieving these objectives would include: Staff meetings, department meetings, grade level meetings, vertical alignment meetings, WASC focus group meetings, etc.

3. Normally, additional school site meetings will not be scheduled unless there is a legitimate educational need. It is understood that meetings held for evaluations, new teachers, leadership, student study team (SST), special education IEP meetings, and School Site Council will continue in addition to CMT.
4. The intent is that over the course of the school year, 50% of the meetings will be focused on unit member collaboration.

ARTICLE IX – EVALUATIONS

- A. The District retains the responsibility for the evaluation and assessment of the performance of each unit member subject only to the following procedural requirements.

The District recognizes unit members as professional educators with the responsibility of improving their teaching abilities. The evaluation process is designed to assist the unit member in reaching the highest levels of teaching success.

- B. Evaluation and assessment of the performance of each unit member shall be made on a continuing basis as follows:
1. At least twice each school year for probationary personnel.
 2. At least every other year for personnel with permanent status.
 3. At least every five years for personnel with permanent status who have been employed at least ten years with the school district, are highly qualified, as defined in 20 U.S.C. Sec 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
- C. The evaluation process shall be done in accordance with the Certificated Evaluation Handbook, and in conformance with the California Standards for the Teaching Profession (CSTP), Stull criteria, as found in Education Code Section 44662 and the Evaluation Calendar which is included in Appendix D.
1. Each evaluation year unit members shall write objectives that meet the needs of their current assignment and student population. Objectives are statements of measurable expected student progress in an area of study. Objectives reflect a specific inquiry into student work, abilities, and behaviors leading to improved student achievement to which all California Standards for the Teaching Profession may be applied. Non-teaching unit members shall establish performance goals according to the accepted standards of their assignments.
 2. The unit member shall write objectives that reflect the standards of performance for review by, and mutual consent with, the immediate supervisor. These objectives shall be defined and articulated for mutual agreement at the initial meeting with the evaluator. Specific recommendations for improvement from the previous evaluation, which have not been completed, shall be included. Any modification of the unit member's objectives must be by mutual consent between the unit member and the immediate supervisor and shall be consistent with the following paragraph.
 3. The District shall evaluate and assess certificated employee performance as it reasonably relates to:
 - a. The progress of pupils toward standards of expected pupil achievement at each grade level in each area of study, as established by the Board of Education.
 - b. The instructional techniques and strategies used by the unit member.
 - c. The unit member's adherence to curricular objectives.
 - d. The establishment and maintenance of a suitable learning environment.

4. Unit member performance will be evaluated, using Administrative Mandate, Administrative Choice, Portfolio, or Reciprocal Partners.
 - a. Administrative Mandate

Non-permanent employees, employees with needs to improve in the instructional program, and employees with unsatisfactory evaluation from previous year:

 - (1) Evaluator and evaluatee will meet to agree upon the year's objectives based on the CSTP and Stull criteria.
 - (2) The formal evaluation cycle shall be held twice a year and include a pre-conference, formal observation, and a post-conference.
 - (3) The formal observation cycle will be held within a two-week period mutually scheduled between the evaluator and evaluatee.
 - (4) An evaluatee may request an alternative observer provided the observer is an evaluator from District Administration.
 - (5) The unit member may be observed/evaluated more often if the evaluator deems it appropriate, on a mutually agreed upon schedule.
 - (6) Should a unit member be employed after the initial twenty-five percent (25%) of the school year, the member shall receive at least one formal observation and one summary evaluation report that school year.
 - (7) Evaluations are not based solely on formal observations, but may include information from informal observation and other verified data.
 - b. Permanent unit members other than Administrative Mandate:
 - (1) Permanent unit members shall be evaluated at least once every other year or, if they have been employed by the District for at least ten years, are highly qualified as defined in 20 U.S.C. Section 7801, and were rated as meeting or exceeding standards in their previous evaluation, may be evaluated at least once every five years, subject to the mutual agreement of the unit member and evaluator and the right of either party withdraw consent at any time. Permanent unit members may choose one of the following evaluation procedures:
 - (a) Administrative Choice:
 - [1] Formal observation cycle shall be held once including a pre-conference, formal observation, and a post-conference.
 - [2] The formal observation cycle will be held within a two week period mutually scheduled between evaluator and evaluatee.
 - [3] An evaluatee may request an alternative observer provided the observer is an evaluator from District Administration.
 - (b) Reciprocal Partners:
 - [1] Two or more evaluatees working as reciprocal partners within an agreed area of investigation.
 - [2] Meet with partners and evaluators in a pre-conference.
 - [3] Two reciprocal observation cycles shall include pre-conference, observation, and post-conference; data to be shared with evaluator.

- (c) Portfolio:
 - [1] Collection of data showing student work, abilities, and behaviors.
 - [2] Initial meeting with the evaluator to identify mutually agreed upon area of investigation with a discussion of artifacts to be collected.
 - [3] Two conference cycles with evaluator and evaluatee to discuss artifacts and their selection and reflection.
 - [4] The portfolios must include a minimum of four artifacts.
 - (2) The evaluator and evaluatee shall meet to agree upon objectives based on CSTP and Stull criteria.
 - (3) Relevant data varies according to the evaluation option.
 - (4) Summative evaluation meeting will be held under all options with evaluator and evaluatee.
 - (5) The unit member may be observed/evaluated more often if the evaluator deems it appropriate, on a mutually agreed upon schedule.
- 5. Evaluation of performance shall be predicated upon information or materials which have been discussed with the unit member and verified by the evaluator.
- 6. The immediate supervisor has the ultimate responsibility for evaluation. This responsibility cannot be delegated to a non-administrative individual; however, a variety of collaborative data gathering techniques may be employed.
- 7. In the event of an unsatisfactory evaluation, the evaluator shall develop an Assistance Plan with the unit member to improve his/her performance. This plan shall include:
 - a. Specific recommendations, timelines, and verification tools for improvement.
 - b. Support with strategies, materials, and/or training that will assist the unit member to improve.
 - c. Mandatory participation in Peer Assistance and Review (PAR) for the permanent unit member.
- 8. The District may require any unit member receiving an unsatisfactory rating to participate in a program designed to improve appropriate areas of the unit member's performance and to further pupil achievement and the District's instructional objectives. The registration cost of such participation will be borne by the District.
- 9. The determination of performance level for non-classroom unit members shall be based on the job duties established by the Board of Education.
- 10. Unit members on the five-year evaluation cycle will meet with their evaluators by May 15 of each subsequent year to complete Form P-28 and agree on the next formal evaluation year.
- D. The unit member shall have the right to indicate a written response to an evaluation. Such response shall be submitted to the office of the Assistant Superintendent of Human Resources in a timely manner and shall become a permanent attachment to the evaluation and placed in the unit member's personnel file.
- E. Any grievance shall be limited to a claim that established evaluation procedures have been violated. The judgment of the evaluator may not be grieved.

- F. As provided for by law, a unit member shall have the right to inspect materials in his/her personnel file except rating, reports, and records which:
1. Were obtained prior to the employment of the person involved.
 2. Were prepared by identifiable examination committee members.
 3. Were obtained in connection with a promotional examination.

ARTICLE X – LEAVES

- A. The leave rights of certificated employees provided for in Sections 44962 through 44986 of the California Education Code are incorporated into this Agreement by this reference. This Article is not intended to conflict with, or restrict, the unit member's leaves of absence rights as outlined in these sections of the Education Code listed above.
- B. The District and the Association encourage the preservation and judicious use of sick leave days for the following reasons:
1. Accumulated sick leave serves as an income protection for unit members.
 2. Accumulated sick leave can be transferred from one district to another district in the State of California.
 3. In accordance with STRS statutes, for all unit members, accumulated sick leave shall be applied toward retirement service credit.
- C. Illness or Injury Leave
1. Each unit member employed on a regular full-time basis (September through June) shall be entitled to ten (10) days leave of absence without loss of pay for illness or injury during each school year of service.

Full-time unit members who are employed on a contractual basis for eleven months per year shall be allowed eleven days and unit members employed on a full-time basis for twelve months per year shall be allowed twelve days leave of absence with pay for illness during each contractual year of service.
 2. Every unit member who is contracted on a less than full-time basis shall be entitled to leave of absence for illness or injury in the same ratio that his/her employment bears to full-time employment.
 3. Earned leave of absence for illness or injury may be taken at any time during the school year. Leave not used in any school year shall be accumulated from year to year.
 4. Required dental or medical appointments that must be made during working hours shall be treated as sick leave and deducted on a pro-rated basis. Whenever possible, substitutes are to be arranged for in advance.
 5. Any unit member teaching summer school shall be entitled to one-fourth day's sick leave for each week worked, which shall be added to all other accumulated sick leave to which the unit member is entitled.
 6. Sick leave used during the summer school period shall be deducted from the unit member's total accumulated sick leave.
 7. Sick leave to which a unit member would be entitled during the following regular school year shall not be used during summer school periods.
 8. After an employee who is absent due to illness or injury has exhausted his/her accumulated sick leave and continues to be absent due to illness or injury, he/she shall be paid for a maximum of five (5) months, the difference between his/her salary and the amount that is actually paid to a substitute hired to fill his/her position. If no substitute is employed, the amount that would have been paid to the substitute shall be deducted from the employee's salary. The District shall make every effort to secure the services of a substitute employee.

The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in the subsequent school year.

If an employee continues to be absent beyond the five-month period and the employee is not medically able to resume the duties of his/her position, the employee shall be placed on a reemployment list for a period of 24 months if the employee is probationary, or for a period of 39 months if the employee is permanent. When the employee is medically able, during the 24- or 39-month period, the employee shall be returned to employment in a position for which he/she is credentialed and qualified.

9. If the District has reason to believe that the unit member is or has been abusing the sick leave or the other medical leaves contained in this Article, or if the member is absent for more than three (3) consecutive days, the member may be required to present a medical doctor's certificate verifying the times and dates of medical appointment(s), the nature of the illness or injury, and the anticipated length of absence and/or certifying the unit member's ability to perform his/her job. The District reserves the right to have the member who is on such leave examined at District expense by a physician designated by the District, to assist in determining the unit member's inability to perform assigned duties and the degree to which the member's inability is attributable to illness or injury.
10. If the unit member is absent for reasons of illness and will convalesce at a location other than his/her residence, he/she shall provide the District with an emergency phone number and/or address where he/she may be reached.
11. A unit member must contact the District as soon as the need to be absent is known. The unit member must call the District switchboard no later than 7:00 a.m. on the day of the absence in order to permit the District time to secure a substitute. Failure of the unit member to provide adequate notification shall be grounds for progressive discipline that could lead to loss of pay.
12. A unit member who is absent as a result of illness or injury for any portion of a day shall have deducted that portion of the day from accumulated sick leave.
13. If a unit member fails to notify the District of intent to return to work by 1:00 p.m. of the preceding work day and such failure results in a substitute being secured, the unit member may not be allowed to return to work and may be required to take an additional sick leave day. If this becomes a recurring problem with a unit member, that member may be placed on leave without pay for that day.
14. As soon as administratively practicable each year the District shall provide each unit member with a written statement of sick leave entitlement for the current school year and accrued sick leave total.
15. If the unit member is absent ten (10) consecutive working days or more, because of illness or hospitalization, the principal or administrator in charge will send the "Medical Authorization for Return to Work" form to the unit member who must have it filled out by a physician and returned to the Personnel Office before returning to work.

D. Personal Necessity Leave

1. A unit member shall be entitled to use, during each school year, a maximum of seven (7) days of the sick leave provided for in the Illness or Injury Leave Section (Section C) for any of the following purposes:
 - a. Death of a member of a unit member's immediate family as defined in Bereavement Leave (Section G), if leave is required in addition to that provided by Bereavement Leave of this Article.
 - b. An accident involving a unit member's property or the person or property of any member of the unit member's immediate family, if the accident is serious in nature, involves circumstances the unit member cannot reasonably be expected to disregard, and requires the attention of the unit member during working hours.
 - c. Appearance in court or before any administrative tribunal not covered under Court Attendance Leave (Section J) as a litigant, party, or witness under subpoena or valid order to appear. The unit member must return to work if not required to be absent the entire day. Each date of necessary attendance, other than the dates specified in a subpoena, shall be certified to by the clerk or other authorized officer of the court or by an authorized official of the administrative tribunal. The unit member shall ask for and collect any witness fee to which he/she may be entitled and remit it to the District.
 - d. The serious illness of a member of a unit member's immediate family, which the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during working hours.
 - e. The birth of a child.
 - f. The parent or guardian of children in K-12 grades may take no more than eight hours a month, up to 40 hours a year, to visit their children's school.
 - g. Circumstances of urgent personal necessity that meet the criteria outlined below:
 - (1) Involves circumstances which the unit member cannot be expected to disregard.
 - (2) Requires the attention of the unit member during assigned duty hours.
 - (3) Is serious in nature.
- The following are examples of some reasons which are not acceptable for personal necessity leave:
- (1) Vacation, recreation, or social activities.
 - (2) Unit member's employee organization business or activities.
 - (3) Extension of a school holiday or vacation.
 - (4) Conventions related to a unit member's avocation.
 - (5) Spouse/domestic partner's business, profession, or avocation.
 - (6) Incarceration.
 - (7) Political activities or demonstrations.
 - (8) Civic or organizational activities.
 - (9) Routine personal activities.
 - (10) Business interests or other employment.
2. Under all circumstances, a unit member shall verify in writing on the monthly declaration that the personal necessity leave was used only for purposes as set forth above. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

3. Whenever circumstances permit, a unit member shall complete the District Personal Necessity Form prior to his/her absence and submit it to the supervisor. Failure to comply may result in a denial of leave and a loss of pay.
4. Each unit member may take up to five days of personal necessity leave for reasons which are personal or private in nature and for which he/she shall not be required to have an explanation, subject to existing personal necessity limitations contained in this Section D.

E. Maternity Leave

1. Unit members are entitled to use sick leave up to two weeks prior and six weeks after the birth of a child.
2. This leave may be extended at the request of the unit member's physician due to complications during pregnancy, miscarriage, childbirth, and/or recovery.
3. Upon exhaustion of sick leave and family care and medical leave, the unit member may apply for additional leave without pay or other benefits for disability because of pregnancy, miscarriage, childbirth, and/or recovery.
4. The unit member may return to work upon release from her physician.

F. Industrial Accident and Illness Leave

1. A unit member shall be entitled to a leave of absence for any accident or illness which the District's industrial accident and illness insurance carrier or the Workers' Compensation Appeals Board recognizes as a bona fide injury or illness arising out of and in the course of employment with the District.
2. Industrial Accident or Illness Leave shall be without loss of pay for up to a maximum of sixty (60) working days in any fiscal year for any given industrial accident or illness. Industrial Accident and Illness Leave not taken in a fiscal year shall not be accumulated from year to year. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him for the same illness or injury.
3. Industrial Accident and Illness Leave shall commence on the first day of absence, and leave time shall be reduced by one day for each day of authorized absence, even if temporary disability indemnity is awarded. During such leave, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the unit member salary warrants for payment of the unit member's salary and shall deduct retirement and other authorized deductions. If the unit member fails to endorse to the District any wage loss disability check as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability actually paid to and retained by the unit member, and if necessary, recover such funds through an appeal to a court of competent jurisdiction.
4. Any unit member receiving benefits under the provisions of Industrial Accident and Illness Leave of this Article shall remain within the State of California unless the Board of Education authorizes travel outside the State (as per Education Code Section 44984).
5. When entitlement for Industrial Accident Leave has been exhausted, a unit member may utilize any available sick leave benefits, vacation, or other paid leave to which he is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the unit member of not more than his/her full salary less appropriate deductions.

6. After an employee who is absent due to illness or injury has exhausted his/her accumulated sick leave and continues to be absent due to illness or injury, he/she shall be paid for a maximum of five (5) months, the difference between his/her salary and the amount that is actually paid to a substitute hired to fill his/her position. If no substitute is employed, the amount that would have been paid to the substitute shall be deducted from the employee's salary. The District shall make every effort to secure the services of a substitute employee.

The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in the subsequent school year.

If an employee continues to be absent beyond the five-month period and the employee is not medically able to resume the duties of his/her position, the employee shall be placed on a reemployment list for a period of 24 months if the employee is probationary, or for a period of 39 months if the employee is permanent. When the employee is medically able, during the 24- or 39-month period, the employee shall be returned to employment in a position for which he/she is credentialed and qualified.

7. A unit member shall be permitted to return to work after an industrial accident or illness absence of less than three (3) days only upon presentation of a release from the treating physician certifying the unit member's ability to return to work without restriction. If the unit member has experienced lost time of three (3) days or more because of such industrial accident or illness, the unit member shall present to Personnel Services a "Medical Authorization for Return to Work" form completed by the treating physician and have a personal interview with the Assistant Superintendent of Human Resources or his/her assistant prior to returning to work. The District reserves the right to appoint a physician to give a second opinion on the unit member's ability to assume full-time duties.

G. Bereavement Leave

1. Each unit member is entitled to three days of leave without loss of pay for a bereavement in the local area.
2. Each unit member is entitled to five days of leave without loss of pay for a bereavement that is out of state or where travel exceeds 400 miles.
3. Bereavement leave is granted for mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse/domestic partner of the unit member; and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any person "in loco parentis" of the unit member, or any person living in the immediate household and considered to be part of the immediate family.
4. If additional days are needed, refer to Section D, Item 1a of this Article.

H. Quarantine Leave

1. A unit member shall be entitled to leave of absence, without loss of pay, because of quarantine resulting from contact while performing regular duties with persons having a contagious disease, or because of temporary inability to perform the services required of him because of a quarantine.

2. The leave provided for by the preceding paragraph applies to the unit member for quarantine only, and not to the illness of the unit member, nor to quarantine of the unit member due to his/her own illness.

I. Family Care and Medical Leave

The District shall grant to all eligible members State and Federal Family Care and Medical Leave without discrimination in accordance with guidelines set forth in this Article.

1. Eligibility

- a. All unit members who have served the District for at least 12 months and have at least 900 hours of service with the District the previous 12-month period shall be eligible to take unpaid Family Care and Medical leave.
- b. Family Care and Medical Leave shall be granted under the following circumstances:
 - (1) Birth of the unit member's child and in order to care for the child.
 - (2) Placement of a child with unit member for foster care or in connection with the unit member's adoption of the child.
 - (3) To care for a unit member's child, parent, or spouse/domestic partner with a serious health condition.
 - (4) The unit member's own serious health condition that makes the unit member unable to perform the functions of his/her position.

2. Duration of Leave

- a. The leave shall not exceed the equivalent pro-rated allocation in a 12-month period beginning July 1 each year as follows (excluding summer employment):

<u>Hours Worked Previous Year</u>	<u>Maximum Leave Provided</u>
900 – 999	9 weeks
1,000 – 1,099	10 weeks
1,100 – 1,199	11 weeks
1,200+	12 weeks

- b. The leave may be taken intermittently in increments of one hour.
- c. A unit member may use any appropriate leave under this Article consecutively to Family Care and Medical Leave.
- d. The right to take a Family Care and Medical Leave is separate and distinct from the right to take a pregnancy disability leave under state law.
- e. Leave taken for a birth or placement for adoption or foster care must be concluded within one year of the birth or placement.

3. Maintenance of Benefits

- a. During the period of Family Care and Medical Leave, the unit member shall continue to be entitled to participate in the District's health plan and the District shall continue to pay health care premiums under such plan on the same terms as if the unit member had continued to work during the period of the leave.

- b. Failure of a unit member to return to work at the conclusion of the Family Care and Medical leave may result in the unit member being required, according to Family Care and Medical Leave laws, to reimburse the District for health care premiums paid by the District during his/her leave.

4. Reinstatement

- a. Family Care and Medical Leave terminates when the unit member returns to continuous active service or uses up his/her allotment of time. The unit member shall be reinstated immediately to the position held by the unit member at commencement of the leave.
- b. If that position no longer exists, the unit member will be reinstated to an equivalent position.

5. Procedural Requirement—Notice

Family Care and Medical Leave commences on the date indicated by unit members on the leave notice given to the Personnel Department.

Leave notice shall include:

- a. Date leave will commence.
- b. Pattern of leave if not continuous.
- c. Anticipated return date of unit member, if known.
- d. Unit member's eligibility for leave (see 1 above).
- e. In any case in which the District has reason to doubt the validity of the certification provided, the District may require, at the District's expense, that the eligible unit member obtain the opinion of a second health care provider designated or approved jointly by the District and the unit member concerning any certified information. The health care provider designated or approved by the District shall not be employed on a regular basis by the District.
- f. The District may require that the eligible unit member obtain subsequent recertification for an extension of the leave if the District has reason to believe the original certification is no longer valid.
- g. The unit member can be required to provide certification of the serious medical condition of the family member, including a health care provider's certification that the unit member is needed to care for the family member.

6. Definition

- a. "Child" – includes a biological, adopted, or foster child, stepchild, legal ward, or child of a person who stands "in loco parentis." The child must be either under the age of 18 or incapable of self-care because of mental or physical disability.
- b. "Spouse/domestic partner" – includes any spouse/domestic partner recognized under State law.
- c. "Parent" – includes individuals who stand "in loco parentis" to the unit member.

- d. “Serious Medical Condition” – a serious health condition is an illness, injury, or condition that involves:
 - (1) Inpatient hospitalization (regardless of the duration).
 - (2) A period of incapacity requiring absence from work, school, or other activity for three or more days, and that also involves continuing treatment by a health care provider.
 - (3) A chronic or long-term condition for which the individual is under the continuing supervision of a health care provider (although they may not be receiving active treatments). Examples given in the regulations include patients with Alzheimer’s and those who have suffered a severe stroke.
 - (4) Continuing treatments by a health care provider to prevent a condition that, if left untreated, could result in an incapacity of more than three days.
 - (5) Prenatal care, childbirth, and recovery from childbirth.

- e. “Continuing Treatment” – for those medical conditions not involving inpatient care, continuing treatment means:
 - (1) Two or more visits to a health care provider.
 - (2) Two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider.
 - (3) A single visit to a health care provider that results in a regimen of continuing treatment (for example, a course of medication or therapy).

- f. “Needed to Care For” – a unit member is needed to care for a family member in the following situations:
 - (1) The unit member is needed to provide the family member with medical care, personal hygiene, nutritional needs, transportation to a doctor, etc.
 - (2) The unit member is needed to provide psychological comfort and reassurance that would be beneficial to a seriously ill child or parent receiving inpatient care.
 - (3) The unit member is needed to fill in for other care givers, or to make arrangements for care (such as finding a nursing home).

- g. “Health Care Provider” – regulations define health care provider as:
 - (1) A doctor of medicine or osteopathy.
 - (2) A podiatrist, dentist, clinical psychologist, optometrist, or chiropractor performing within the scope of his/her practice.
 - (3) A nurse practitioner or nurse midwife performing within the scope of his/her practice.
 - (4) A Christian Science practitioner listed with the First Church of Christ Scientist in Boston, Massachusetts. In the case of a Christian Science practitioner, the employer may request a second opinion from another type of health care provider.

J. Court Attendance Leave

- 1. A maximum of three (3) days of leave shall be granted each year to any unit member who must appear as a witness in court under a valid order to appear, other than as a litigant, provided that the unit member’s presence is not required because of the connivance or misconduct of the unit member.

- 2. The leave of absence shall be without loss of pay except that the unit member shall receive the difference between regular earnings and the amount received for witness fees.

- 3. Court attendance leave not taken in one year shall not accumulate from year to year.

4. For court attendance not covered under this Leave, refer to Section D, item 1c of this Article.

K. Jury Duty Leave

1. Unit members shall be granted leaves of absence for jury duty in the manner provided by law. At any one time, no more than 2% of the unit membership shall be granted leave with pay.
2. Unit members are encouraged to consider the impact of jury duty on the education of the students. Requests to defer jury duty may be considered as a viable alternative.
3. Unit members shall submit a request for jury duty leave by providing an official summons for jury service as soon as possible prior to the date on which the unit member is scheduled to appear.
4. It is the responsibility of the unit member to report to work whenever he/she is not required to attend jury duty service.
5. Unit members shall be required to request to be excused from trials expected to exceed ten days in length.
6. Teachers serving on jury duty will serve at no loss of pay or other benefits. Verification of jury duty service from the court shall be submitted to the unit member's immediate supervisor upon completion of jury duty services. Per diem fees earned from jury duty on workdays will be reimbursed to the District.
7. The District reserves the right to request to have any unit member excused from jury duty service in the event said jury service would entail hardship on the public served by the unit member.

L. Military Leave

Military leave shall be granted as mandated by law.

1. Scheduled Leave

A unit member required to perform temporary military duty is expected to notify his/her principal and the Personnel Office in writing of the military obligation within three days of receiving his/her orders. The unit member shall furnish the District with a copy of the written orders upon receipt.

A unit member must provide documentation that he/she has attempted to have such duty deferred to and/or scheduled during the summer or such time as his/her services are not required by the District.

2. Emergency Leave

In an emergency, the unit member will notify the District in accordance with absence reporting procedures and shall furnish the District a copy of the written orders upon receipt.

M. Personal Business Leave

1. Unit members may be allowed time off from work, without pay, as determined by the Superintendent of Schools or his/her designee for other valid reasons not covered by the Personal Necessity Leave (Section D) of this Article.

2. Personal Business Leave will not be granted for purposes of: (1) employee organization (as defined in Government Code Section 3540.1) business or activity; (b) personal convenience or routine personal activities; (c) vacation, holiday, recreation, or social activities.

N. Leave of Absence

1. Leaves will not be granted for reasons of “professional opportunity” except when such leaves are believed by the District to be in the best interest of the District.
2. A unit member desiring a formal leave of absence for a specified time shall apply to the Board of Education by submitting the proper request to the Personnel Office through the principal or district department head.
3. All other requests for leave (Personal Necessity Leave, Personal Business Leave, etc.) must be made through the principal or district department head and approved by the assistant superintendent in charge of that area.

O. School Business

1. A unit member who is a regular employee may be allowed time off without loss of pay to attend functions that benefit the District.
2. Determination of functions that benefit the District shall be at the discretion of the Superintendent of Schools.

P. Sabbatical Leave

1. The District may, upon the recommendation of the Superintendent, grant Sabbatical Leave to unit members for the purpose of professional study or travel which, in the opinion of the District, will benefit the pupils and the schools of the District. Such leave shall be granted for not less than one, nor more than two, consecutive semesters. No more than three (3) members of the bargaining unit may be granted a sabbatical leave during any one school year.
2. Any member of the bargaining unit who has successfully completed seven consecutively satisfactory years of service in the schools of the Baldwin Park Unified School District shall be eligible to apply for sabbatical leave. Once a leave is granted, the member must serve seven additional years before again becoming eligible to apply.
3. Requests for sabbatical leave shall be made at least sixty days prior to the beginning of a school year and should include a detailed statement of the proposed study program of travel proposed.
4. The application must be accompanied by a certificate of health signed by the applicant's physician, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed.
5. Applicants who apply for a professional-study sabbatical leave shall agree to undertake a full load of at least sixteen semester hours of undergraduate work or twelve semester hours of graduate work, or the equivalent thereof, per semester. The applicant shall submit evidence that the proposed professional study shall be designed to enlarge the applicant's understanding of educational psychology, to improve facility in teaching techniques, to broaden experience in special fields, or to investigate problems pertaining to present-day living. Evidence of the successful completion of the proposed travel shall be filed with the Personnel Office before the unit member returns to a regular status.

6. A unit member granted a sabbatical leave shall agree in writing to render a period of service in the District following his return from the leave which is equal to twice the period of the leave and shall submit a bond suitable to the District.
7. The rate of pay for a unit member on sabbatical leave shall be the difference between the salary that the unit member would receive for the year the leave is granted and the amount of salary schedule Column A, Step 1.
8. Should a unit member be granted a leave for which he/she receives financial compensation from sources other than the District, the combination of salary under 7 above and such other compensation shall not exceed the amount the unit member would have received had he/she served in his regular position with the District.
9. Compensation
 - a. The compensation shall be paid the unit member while on the leave of absence in the same manner as if the unit member were teaching in the District, upon the furnishing by the unit member of a suitable bond indemnifying the governing board of the District against loss in the event that the unit member fails to render the agreed upon period of service in the employ of the governing board following the return of the unit member from the leave of absence. The bond shall be exonerated in event the failure of the unit member to return and render the agreed upon period of service is caused by the death or physical or mental disability of the unit member.
 - b. In the event the recipient of a sabbatical leave fails to render the agreed upon period of service to the Baldwin Park Unified School District, the amount of compensation paid for the leave of absence shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed upon.
 - c. In the event the unit member has either furnished an indemnity bond or the governing board has approved a written agreement with the unit member to return to the service of the District and has waived the furnishing of the bond, and the unit member defaults, the District shall be reimbursed either from the proceeds of the bond or by the unit member for that portion of time left unserved.
10. In the event the unit member requests an additional leave of absence without pay at the completion of the sabbatical leave, he/she must submit, along with the request for the additional time, a signed amendment to the bond in which the bonding company agrees to extend its obligation to perform for the period of the extended leave.
11. For salary schedule placement purposes, the time spent on sabbatical leave shall be considered as equivalent to service in the District.
12. The Baldwin Park Unified School District shall not be held for any liability for the payment of any compensation or damages arising from the death or injury of any unit member while on leave of absence.
13. Unit members on sabbatical leave shall be entitled to first-person health insurance coverage.

Q. Catastrophic Leave

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

2. "Catastrophic illness" or "injury" means a physical illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates a member of the unit member's family which requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off.
3. In order to be eligible for the catastrophic leave program, the unit member must have exhausted all current and accumulated sick leave entitlement; however, he/she may apply for the leave prior to exhausting all leave time.
4. A unit member requesting donated sick days from the catastrophic leave program must complete a form, Request for Catastrophic Leave Program, and submit the form to the Human Resources Office. The Human Resources Office shall forward a copy of the request to Payroll to verify the unit member's sick leave balance and eligibility.
5. The Human Resources Office shall convene a Committee consisting of two Association members and one District administrator within ten (10) working days of the receipt of the unit member's request to use the catastrophic leave program. The Committee shall determine the eligibility of the unit member requesting sick days from the program and may request additional evidence to support the unit member's request. The decision of the Committee shall be sent to the unit member and Human Resources Office within five (5) working days of the date the Committee convened and finalize its determination on eligibility. The decision of the Committee shall be final and binding and not subject to the grievance procedure contained by this Agreement.
6. It is not the intent of the catastrophic leave program to compensate for routine maternity and/or childcare leave unless it meets the definition of catastrophic illness or injury; and/or for lingering health problems that are not considered life threatening and/or regular periodic illness.
7. Any permanent unit member who has an equivalent of 80 hours of earned sick leave may contribute a minimum of 8 hours, up to a maximum of 40 hours of his/her personal sick leave (in 8-hour increments) per fiscal year by notifying the Human Resources Office on a form, Catastrophic Leave Program Donation.
8. Donated sick leave days shall be logged in time-stamped under the donor's name and deducted from each donor's accrued sick leave on a rotational basis, 8 hours at a time for the duration of the catastrophic leave period. Deduced sick leave hours shall not be retrievable by the donating unit member. Any unused donated hours shall be returned to the donating unit member's accrued leave.

ARTICLE XI – ASSIGNMENTS, REASSIGNMENTS, AND TRANSFERS

A. Definitions

1. “Assignment” – the grade levels, the subject taught or the services performed by a unit member at a particular site.
2. “Reassignment” – any change in assignment.
3. “Transfer” – the movement of a unit member from an assignment at one site to an assignment at another site.
4. “Voluntary Reassignment/Transfer” – a reassignment or transfer initiated by the unit member.
5. “Involuntary Reassignment/Transfer” – a reassignment or transfer initiated by the District.
6. “Vacancy” – an open bargaining unit position.
7. “Competencies” – include, but not limited to, such factors as CLAD/BCLAD certification, experience, expertise, training, and evaluations.
8. “Seniority” – length of service as determined by the date and time that a unit member signed the District’s offer of employment.

- B. The authority to assign, reassign, and transfer unit members has been retained by the District, except as modified by the provisions of this Article.

C. General Restrictions on the District’s Right to Assign, Reassign, and Transfer Unit Members

1. The District shall assign new employees, and reassign or transfer unit members, only in accordance with their teaching credentials, competencies, and District/school needs.
2. The District shall not involuntarily reassign or involuntarily transfer unit members, nor deny their requests for voluntary reassignments or voluntary transfer for disciplinary purposes.
3. All qualifications for a position shall remain in effect whether advertised inside or outside the District.
4. Before assignments are made for the coming year, temporary unit members will be informed that their position may be posted as a vacancy for which they may apply. Temporary unit members may be offered a position after the position has been flown and probationary and permanent unit members have been given the opportunity to apply and interview for the position.
5. Unit members at each site shall be informed of the scheduling needs for the coming year. The unit member’s input and assignment preference shall be considered.
6. All District-funded extra assignments will be announced through the staff bulletin or e-mail.

D. Specific Procedural Restrictions on the District's Right to Assign, Reassign, or Transfer Unit Members

1. The Requirement to Post Notices of Vacancies

- a. During the school year the District shall post at each site, and at its Personnel Office, a notice of each vacancy which it has decided to fill. Such notices shall remain posted for at least five (5) school days and shall include the name and/or description of the position, credential requirements, and minimum required competencies.

Notices for the winter/spring semester shall be posted on or before November 1st. Those for the next school year shall be posted on or before April 1st. Provided, however, nothing in this Article shall prevent the District from deciding, after November 1st or after April 1st, to fill a particular vacancy and to post a notice of it after those dates.

- b. During the summer months the District shall post at each site frequented by unit members during those months, and at the Personnel Office, a notice of each vacancy it has decided to fill. Such notices shall be sent to the Association at the same time.

2. The Right of Unit Members to Seek Voluntary Reassignments for the Next School Year

- a. Unit members who desire a reassignment for the next school year at the site to which they are presently assigned may request one from their building principals, who shall have discretion to make reassignments at their schools, subject to the overall needs of the District. When two or more unit members request the same assignment, the principal shall determine staffing based on teachers' credentials, competencies, and seniority. Provided however, the District/school needs of the site shall ultimately be the controlling factor and they shall be determined by the building principal.

3. The Right of Unit Members to Seek Voluntary Transfers for the Next School Year

- a. Unit members may request of and receive from, the site or District's Personnel Office a "Request for Transfer" form.

Upon receipt of a unit member's completed "Request for Transfer" form for the next school year, the District Personnel Office shall send a copy to each building principal involved.

- b. Unit members returning from leave shall be afforded the right contained in Section 3a.

4. The Right of Unit Members to Know of Their Assignments for the Next School Year

- a. The District will make every effort to voluntarily reassign or transfer permanent unit members first. Normally non-permanent unit members are not transferred but may seek reassignment.

- b. All unit members shall be notified of their assignment for the next year in writing by the seventh calendar day before the last teaching day of the school year. This assignment may be changed pursuant to other provisions of this Article. The unit member will be notified of any change as soon as possible.

- (1) When a unit member's request for a voluntary transfer or reassignment for the next school year has been denied, he/she may normally expect to remain at the school or site where he/she is presently assigned, and in the same assignment, for the next school year.
- (2) Unit members seeking voluntary transfers may request and receive notification of vacancies.

5. The Rights of Unit Members Who Seek to Fill Posted Vacancies

- a. Whenever a unit member seeks to fill a posted vacancy by filing a request for a voluntary reassignment or a voluntary transfer, or whether he/she has filed a separate application for a posted vacancy, he/she shall have the following rights:
 - (1) The right to be interviewed for each vacancy for which he/she has applied, provided he/she meets the stated qualifications for that vacancy in question and has submitted a timely application.
 - (2) The right to have his/her application for each vacancy for which he/she has applied judged on the basis of his/her teaching credentials, competencies, and his/her seniority. Provided, however, the District/school needs shall always ultimately be the controlling factor and they shall be determined by the District.
 - (3) The right to have either a meeting with the administrator who denied the request to discuss the reasons for the denial or to have the reasons for the denial in writing.

6. The District's Obligations When Involuntary Reassignment or Transfers Must Be Made

- a. The District has the right to involuntarily reassign or transfer unit members when such reassignments or transfers are required to meet an operational need. Such needs may arise because of enrollment changes, program needs, school closures, and changes in curriculum or course offerings. Such needs also may arise because of the death, retirement, or resignation of a unit member.
- b. Volunteers for transfer shall be sought by the District before an involuntary reassignment or transfer is made. The District, however, shall be the judge of whether reassignment or transfer of the volunteer will meet its operational need.
- c. When the operational need of the District allows it to select from two or more unit members the one who must be involuntarily reassigned or transferred, the District shall select the least senior member unless it first expressly determines that the reassignment or transfer of him/her will not meet its operational needs.

7. The Rights of a Unit Member Who is to Be Involuntarily Reassigned or Transferred

- a. A unit member who is to be involuntarily reassigned or transferred during the school year shall be given five (5) calendar days written notice by the District before he is reassigned or transferred, unless he is willing to be reassigned with less notice.
- b. A unit member who is involuntarily reassigned or transferred during the school year shall be given a written statement of the reasons for his reassignment or transfer if he/she requests it. If a unit member is not satisfied with an assignment, he/she may request a conference with the principal to clarify the reason and/or need for the change in assignment.

- c. In addition to the five (5) calendar days of notice provided in 7a, a unit member who is involuntarily reassigned or transferred during the school year may request in writing to the site administrator, and shall then receive, up to three (3) school days for preparation time as determined by an Assistant Superintendent.

E. Summer School

Summer school teachers shall be selected from the ranks of the regular teaching staff of the District based upon the level/subject being offered for the summer school instructional program. The District shall select summer school teachers from a rotating list based on seniority of those teachers who apply for summer school and are fully credentialed and competent to teach the level/subject offered in summer school. Each spring teachers will be given an opportunity to apply for placement on the summer school hiring list. Teachers hired will be rotated to the bottom of the following year's list. The rotation list is set up in the following order within credential and competency.

1. Teachers who applied the previous summer and were not offered a position.
2. Teachers who did not apply the previous summer.
3. Teachers who taught or declined a position the previous summer.
4. Substitute teachers or new hires, as needed.

Summer school teachers are not eligible for membership on summer committees where meeting hours conflict with summer school hours.

F. Committee Assignments

Participation of District-wide committees should reflect and represent all affected unit members. Composition of committees should vary to give opportunities to all interested unit members. To best accomplish this, the District shall:

1. Advertise District-wide committees in a timely manner.
2. Actively recruit new and varied committee participation.
3. Include relevant committee qualifications on postings.
4. Where feasible provide training to expand the pool of qualified committee applicants.

Summer committee members are not eligible for summer school positions if meeting hours conflict with summer school hours.

G. Relationship of this Article to Article XII

The only questions under this Article XII which shall be subject to the grievance and arbitration procedures provided in Article XIII shall be:

1. Whether the District failed to follow the procedures, or failed to observe the time limits and restrictions, specified in this Article; and
2. Whether the District acted in an arbitrary or capricious manner in exercising its right to assign, reassign, or transfer unit members.

ARTICLE XII – GRIEVANCE AND ARBITRATION PROCEDURES

- A. A grievance is a claim by a unit member or by the Association that the District has misrepresented or misapplied one or more of the provisions of this Agreement.
- B. The District and the Association shall work to promptly settle all grievances through the following internal grievance procedure. This procedure begins with an informal problem solving meeting with the grievant's site administrator and may progress to a formal written grievance if no resolution is reached. The unit member is entitled to representation at all levels of the grievance procedure.

Informal (P-23a form): The unit member is encouraged to attempt to resolve his/her grievance at the informal level, by meeting with the building principal or site administrator as soon as possible after the incident which gave rise to it.

Level 1 (P-23b form): If the problem is not resolved at the Informal Level, the unit member must then state his/her grievance in writing, citing the nature of the District's alleged misinterpretation or misapplication of a particular provision or provisions of this Agreement and stating the relief he/she is requesting.

To be a valid grievance, the unit member's written grievance must be signed by him/her or his/her representative, and filed (date stamped) with his building principal or site administrator, within 30 working days after he/she knew, or should have known, of the incident which gave rise to it.

A meeting between the unit member and his/her principal or site administrator shall take place within five (5) working days from the filing of the grievance.

Level 2 (P-23c form): If the unit member is not satisfied with the District's decision at level 1 or there has been no decision within the prescribed time limit, he/she must then forward his/her written grievance to the District's Superintendent or the Superintendent's designee within ten (10) working days of the receipt of the District's Level 1 written reply, or of its due date.

A meeting between the unit member and the District Superintendent or the Superintendent's designee shall take place within ten (10) working days from the District's receipt of his/her grievance at Level 2.

The Superintendent or the Superintendent's designee shall have a written reply to grievance within ten (10) working days after the Level 2 meeting. (P-23c form)

- C. If the unit member is not satisfied with the District's decision at Level 2 or if there has been no decision within the prescribed time limit, he/she may request the Association appeal his/her grievance to arbitration.

If the Association agrees to appeal the grievance to arbitration, it shall notify the District's Superintendent or the Superintendent's designee in writing that it is doing so within twenty (20) working days after the unit member's receipt of the District's Level 2 answer, or of its due date.

The District and Association may meet to mediate the grievance using interest based problem solving.

Mediation would occur within the time lines of arbitration.

Concurrently, procedures for beginning arbitration will continue in case mediation is unsuccessful.

A meeting between the Association's representative and the Superintendent or the Superintendent's designee shall be held within ten (10) working days of the District's receipt of the Association's appeal to arbitration. During this meeting the parties shall attempt to agree on an arbitrator to hear the grievance.

If the parties are unable to agree on an arbitrator to hear the grievance within fifteen (15) working days of the District's receipt of the Association's appeal to arbitration, the parties shall then request a list of the names of five (5) arbitrators from the California State Mediation and Conciliation Service (CSMCS) or the Federal Mediation and Conciliation Service (FMCS).

Within five (5) working days of receipt of a list of arbitrators from the CSMCS or the FMCS, the parties shall attempt to agree on one of the listed arbitrators to hear the grievance. If they are not able to do so, they shall immediately request the American Arbitration Association (AAA) to supply a list and appoint an arbitrator pursuant to the rules of the AAA. (If a list is requested from the AAA, the parties shall each pay one-half (1/2) of the fee charged by that organization for supplying a list of arbitrators.)

In conducting the hearing and making his/her decision, the arbitrator shall follow where applicable, and the parties shall be bound by, the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's decision will be final and binding. However, he/she shall have no authority to add to, subtract from, or otherwise amend this Agreement, nor to make an award which would require the District to take an action in violation of law.

The arbitrator's fees and costs advanced shall be borne equally by the parties. Each party, however, shall bear the expense of the presentation of its own case.

- D. The time limits specified in Sections B and C of this Article are intended to be jurisdictional and therefore binding on any arbitrator chosen to hear a grievance. However, any time limit may be extended or waived by a written agreement of the parties.
- E. If a grievance is not processed by the unit member or the Association within the time limits specified in Section B and C of this Article, it shall be considered settled on the basis of the last decision made by the District on it, unless the time limits have been extended or waived by a written agreement of the parties.
- F. In the event that a grievance is timely filed, but at such a time during the school year that it cannot be processed through all of the levels of the internal grievance procedure, nor to arbitration, by the end of the school year:
 - 1. The time limits may be reduced by a written agreement of the parties in order that the grievance process, and at least the process for the selection of an arbitrator, may be completed by the end of the school year or;
 - 2. All working days time limits still applicable by the end of the school year shall automatically be changed to calendar days time limits and each one increased by five additional calendar days.
- G. Upon request, a unit member who files a written grievance shall be entitled to representation by the Association at each step of the internal grievance specified in Section B of this Article.
- H. The District shall not interfere with, restrain, coerce, discriminate against, nor threaten any unit member because of his/her exercise of his/her rights guaranteed by this Article.
- I. No grievance filed by a unit member or by the Association, and no written material related to the processing of grievances, shall be kept in any unit member's personnel file but instead shall be kept in a separate grievance file in the District's Central office.

Grievance Procedure Chart

<u>Who</u>	<u>Number of Working Days</u>	<u>Action</u>
Grievant	ASAP	Informal meeting (P-23a form):
Grievant	30 days	To file valid Level 1 (P-23b form):
Principal	5 days	Meet with grievant for Level 1
Principal	5 days	Written response to Level 1 (P-23b form)
Grievant	10 days	File Level 2 with District (P-23c form)
Superintendent	10 days	Meet with grievant for Level 2
Superintendent	10 days	Written response to Level 2 (P-23c form)
Association	20 days	Request arbitration/mediation

ARTICLE XIII – CLASS SIZE

- A. The District and the Association recognize the importance of class size.
- B. In those grades where the State has funded class size reduction and where the District has determined that class size reduction is feasible, the class enrollment cap will be 20 students or the number established by State guidelines. The continuation of the cap is dependent upon continued State funding and enabling regulations.
 - 1. All other grades will have a goal of 30 students and a class enrollment cap of 36, with the following exceptions:

North Park - Class enrollment cap of 30
 - 2. Traditionally large group instruction or activity classes such as Band, Orchestra, Choir, Drill Team, etc. will not be subject to the class size goals above. Physical education classes will have a goal of 45 students and class enrollment cap of 55.
 - 3. The District will make a good-faith effort to maintain these class size goals through employment and provisions of adequate housing.
 - 4. The goals and caps are subject to constraints such as: staff availability and qualifications, Master Schedule, plant and classroom limitations, student transportation problems, avoidance of double sessions, special pupil needs such as concentrations of educationally disadvantaged or gifted students, disabling legislation or law reduction in the foundation program, lack of funds, and innovations in methods and program.
 - 5. The District will convene a task force to examine Special Education including SDC, RSP, Speech and Language, and Health Service programs to determine recommended program requirements, needs, and recommended class size. The report will be advisory to the Superintendent.
- C. The District agrees to assign pupils to classes in such a manner as to equalize, as nearly as possible, the teaching load within grade levels at individual elementary schools or subject areas at individual or secondary schools.
- D. Should a regular classroom teacher's enrollment cap exceed the limit for a period of ten (10) consecutive school days, the teacher may request an information conference with his/her principal or designee who shall attempt to resolve the situation. If the matter is not resolved within ten working days, the teacher shall initiate the following procedures:
 - 1. Fill out a Class Size Resolution Form and follow the directions on the form.
 - 2. A conference will be held within ten (10) days of the receipt of the form with the teacher(s), the Association President and/or his/her designee, the site administrator, and the Assistant Superintendent of Human Resources to resolve the problem.
 - 3. Only procedural concerns are subject to the grievance process.
- E. Program needs shall be considered when assigning facilities.
- F. The Assistant Superintendent will review all class size issues with the Association and will develop a plan to mitigate class size problems.

ARTICLE XIV – PROFESSIONAL GROWTH AND DEVELOPMENT

- A. The District and the Association agree to use shared decision making to improve the quality of professional development programs in the District.

Professional development is life-long learning that will educate, empower, and energize staff to bring out the best in each student.

The purpose of Professional Development is to develop a plan that is flexible enough to meet District goals, site goals, and individual goals. The needs of the students and professional staff are of prime consideration.

Toward this end, a District-wide standing committee will be formed to address Professional Development needs. This committee will be comprised of equal representation by District and site administrators, and teachers representing all levels (i.e. Early Childhood Education, Primary, Upper, Middle, Junior High, and High School).

This committee will meet at least quarterly and be advisory to the Superintendent.

Responsibilities will include the following areas:

1. Annually survey the certificated staff for professional development needs, and disseminate resulting information.
 2. Support District-wide, site, and individual growth plans and processes.
 3. Support and develop District-wide annual planning, articulation, and coordination of activities.
 4. Provide suggested program evaluation tools.
 5. Provide suggested strategies to disseminate information.
 6. Promote and market District-wide expertise and talent.
 7. Recommend strategies to focus resources.
 8. Model shared decision making and interest based problem solving.
- B. Unit members who agree to participate in voluntary in-service training outside the contract day shall be required to attend or must give reasonable notice if he/she cannot attend.

ARTICLE XV – WORK STOPPAGE AND/OR CONCERTED ACTIVITIES

- A. It is agreed and understood that there will be no strike, work stoppage, slowdown, or other concerted action to refuse to perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or unit members during the term of this Agreement, including compliance with the request of any other labor organizations to engage in such activity.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by unit members, the Association agrees in good faith to take all necessary steps to cause such unit members to cease such action.
- C. It is understood that any unit member violating this Article may be subject to discipline up to and including termination by the District when such disciplinary action is consistent with law.
- D. It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy, from any unit member and/or the Association consistent with law.
- E. If after meeting and conferring on articles to be reopened in good faith, including statutory impasse procedures, an agreement is not reached, the article is suspended until an agreement is reached.

ARTICLE XVI – JUST CAUSE AND DUE PROCESS

- A. The intent of this Article is twofold:
 - 1. To supplement, and for the purpose of disciplinary suspensions without pay to replace, the provisions of Section 44944 of the California Education Code. However, it is not the intent of this Article to replace Sections 44939, 44940, and 44942 of that code.
 - 2. To establish procedures for the administration of constructive and progressive discipline, in accordance with the unit member's right to due process.
- B. The District has the right to discipline unit members for just cause.
- C. A unit member has the right to representation on request.
- D. The District shall follow constructive and progressive discipline principles outlined in E and F, unless the District determines that the degree and severity of the action warrants higher intervention.
- E. Normally, a unit member will not be given a verbal warning letter unless he/she has first been counseled orally about his/her misconduct and expressly told what is expected of him/her.
- F. Normally, the District will implement the following principles of constructive and progressive discipline prior to implementing suspension:
 - 1. Oral counseling, including stated expectations, directions, recommendations, and offers of assistance.
 - 2. Warning letter(s), including stated expectations, directions, recommendations, and offers of assistance.
 - 3. Written reprimand(s), including stated expectations, directions, recommendations, and offers of assistance.
 - 4. Suspension.
- G. A building principal or site administrator who orally counsels a unit member for his/her alleged misconduct may make a calendar/daybook record of such disciplinary action. The unit member shall be informed of such notation.
- H. A bargaining unit member who receives a written reprimand shall acknowledge receipt of it by signing a copy.
- I. No suspension shall be imposed without just cause.
- J. Written notice of the suspension, specifically stating the reasons for the suspension shall be signed by the Superintendent and given to the unit member prior to implementing the suspension.
- K. The suspension shall not reduce or deprive the unit member of seniority, health benefits, and the right to reimburse the District for any payroll deduction from the unit member's paycheck including, but not limited to, organizational dues, credit union payments, charitable contributions, tax sheltered annuities, or insurance premiums.
- L. Suspension shall not be carried over from one school year to another.
- M. Disciplinary suspensions under this Article shall not exceed ten (10) days.

N. Relationship of this Article to Article XII

1. No oral counseling or warning letter is subject to the grievance and arbitration procedures provided for in Article XII.
2. Written reprimands and suspensions are subject to the grievance and arbitration procedures provided for in Article XII.
3. A grievance concerning a suspension without pay must be filed by the unit member at the District Superintendent's level within ten (10) calendar days after the unit member receives written notice from the Superintendent of his/her suspension.

Suspensions submitted to arbitration will address the following questions:

Is the proposed suspension of unit member for just cause?

If not, what if any, is the appropriate discipline?

Were the principles of progressive discipline followed?

ARTICLE XVII - PEER ASSISTANCE AND REVIEW

The Peer Assistance and Review (PAR) program promotes high quality instructional practices that ensure the success of all students. The PAR program encourages a cooperative relationship among the Consulting Teacher, the Participating Unit Member and Site Administrator. To this end, qualified, well-trained and highly motivated employees working for the educational success of all students are essential.

All unit members, even the most skilled, focus on continuous improvement in their professional practice. Beginning teacher support is essential to attract and keep qualified teachers. Participating Unit Members are viewed as valuable professionals who are entitled to have resources available to them to support continuous performance improvement.

A. DEFINITIONS

Administrator/Principal – Direct supervisor/evaluating supervisor of a unit member.

Bargaining Unit Member - Members include regular or temporary certificated employees who serve as K-12 classroom teachers, special education teachers, consulting teachers, speech and language therapists, counselors, adult school counselors, librarians, nurses and all other teachers on special assignment.

BTSA (Beginning Teacher Support and Assessment) - A program designed to assist teachers in the induction phase to acquire their Professional Clear Credential.

Certificated Evaluation Form (P-28) - Is the final evaluation of a unit member that includes an overall evaluation of performance and a narrative assessment, which reflects his/her progress.

Confidentiality – All proceedings and materials related to the administration of the PAR article are strictly confidential. Therefore, joint committee members and consulting teachers may disclose such information only as necessary to administer the article.

Consensus - The support of a collaborative decision that everyone agrees, is the best decision at that time, whether or not participants prefer the decision.

Consulting Teacher - A unit member who provides assistance to a Participating Unit Member pursuant to the PAR program.

IBPS (Interest Based Problem Solving) - A process that achieves the best solution for the team at that time by identifying and clarifying issues, interests, and options, leading to consensus.

IPP (Individual Performance Plan) – A plan developed between the consulting teacher, participating unit member, and the evaluator based on the California Standards of the Teaching Profession.

Joint Committee - Is the committee of unit members and Administrators that implements the PAR program.

Mandated Participant- A unit member who has permanent status in the district and has received an overall unsatisfactory on his/her most recent evaluation.

Voluntary Participant - A unit member who has permanent status in the district, a unit member who is non-tenured or is in his or her first two years in the district, or is a non-permanent unit member with two (2) or more years of experience who applies to the joint committee to participate in the PAR program. A Voluntary Participant is one who seeks to improve professionally through the assistance of a Consulting Teacher and/or staff development opportunities. A voluntary participant is not someone currently enrolled in B.T.S.A. for the purpose of clearing his or her credential.

Unsatisfactory Evaluation - An overall rating given to a unit member on a certificated evaluation form (P28) who has not successfully implemented the instructional strategies and or subject matter knowledge as reflected in the CSTP (California Standards of the Teaching Profession) and the evaluation standards prescribed by the governing board.

- B. The Joint Committee will consist of five (5) members with a unit member majority.
1. Members may serve up to a three (3) year term.
 2. Unit members will be selected by BPEA.
 3. Unit members will be members of BPEA.
 4. If conditions warrant, unit members will be compensated. Compensation may include, but not be limited to, release time, stipends, or hourly rates.
 5. A quorum will consist of at least two (2) unit member and one (1) administrator.
 6. The Joint Committee will have the responsibility to:
 - a. Develop and implement PAR according to legislation.
 - b. Select and assign Consulting Teachers.
 - c. Assess performance and review workload of Consulting Teachers.
 - d. Establish timelines.
 - e. Review progress of PAR Participating Unit Members.
 - f. Establish procedures to notify Unit Members of their participation, assign Consulting Teachers, and communicate rebuttal rights, expectations, and progress.
 - g. Establish budget, training, and marketing of the program within the allotted PAR state funding.
 - h. Assess program annually.
 - i. Recommend a program budget to the Board of Education.
 - j. Present assessments and recommendations for Mandated Participating Unit Members to the Board of Education.
 - k. Develop necessary PAR forms.
 7. The Joint Committee shall:
 - a. Utilize Interest Based Problem Solving (IBPS).
 - b. Meet at least every other month if mandated participants are being serviced; meet at least once per semester if there are no mandated participants being serviced.
 - c. Rotate facilitators.
 - d. Work under the rule of confidentiality.
- C. Consulting Teachers
1. Consulting Teachers are unit members who provide assistance to a Participating Unit Member pursuant to the PAR program.
 2. The minimum qualifications for Consulting Teachers shall:
 - a. Be a credentialed unit member with permanent status and at least five (5) years of recent professional experience.
 - b. Exhibit exemplary ability, as indicated by:
 - (1) Effective communication skills.
 - (2) Subject matter knowledge.
 - (3) Knowledge and commitment to District curricular goals and standards.
 - (4) Mastery of a range of strategies necessary to meet student needs.

3. Consulting Teachers provide assistance to teaching and non-teaching unit members. Emphasis includes improving teaching methods, instructional performance and/or professional skills. Consulting Teachers shall:
 - a. Set and discuss performance goals with the Participating Unit Member.
 - b. Assist development of an Individual Performance Plan (IPP).
 - c. Conduct multiple observations of the Participating Unit Member.
 - d. Demonstrate exemplary practices to the Participating Unit Members.
 - e. Use school district resources.
 - f. Monitor progress and maintain written records of the Mandated Participating Unit Members.
 - g. Make status and final reports to the Joint Committee for the Mandated Participating Unit Members.
4. Consulting Teachers will be trained to offer peer assistance and understand specific functions of the PAR program.
5. Consulting Teachers' caseloads shall be set and adjusted dependent on the amount of intervention time needed, as determined by the Joint Committee, with input from the Consulting Teacher.
6. In the case of a full-time Consulting Teacher, Consulting Teachers may serve up to three (3) consecutive years. Upon returning from a full-time consulting position, every effort will be made to place the teacher in a position similar to the one held before his/her release.
7. Consulting Teachers will work under the rule of confidentiality. The final report for the Mandated Participating Unit member shall be treated as a personnel record.

D. Participating Unit Member

1. A Participating Unit Member is any member of the bargaining unit who receives assistance to improve instructional skills, classroom management, knowledge of subject matter and/or related aspects of his/her performance.
2. There are two categories of Participating Unit Members:
 - a. Voluntary Participants
 - (1) A Voluntary Participant is a unit member who has permanent status in the district, a unit member who is non-tenured or is in his/her first two years in the district, or is a non-permanent unit member with two or more years of experience who applies to the Joint Committee to participate in the PAR program. A Voluntary Participant is one who seeks to improve professionally through the assistance of a Consulting Teacher and/or staff development opportunities. A voluntary participant is not someone currently enrolled in B.T.S.A. for the purpose of clearing their credential.
 - (2) Voluntary Participants must sign a commitment to a minimum of one semester in the PAR program.
 - (3) A Voluntary Participant may participate for more than one (1) year with the consent of the Joint Committee.
 - (4) The Voluntary Participant and Consulting Teacher will develop a plan of assistance with performance goals:
 - (a) Teaching Unit Members will reflect one (1) or more of the California Standards for the Teaching Profession.
 - (b) Non-Teaching Unit Members shall establish performance goals according to the accepted standards of their assignment.
 - (5) All communication, assessment of participation, and/or the final report between the Consulting Teacher and the Voluntary Participant, shall be confidential. The final report between the Consulting Teacher and the Voluntary Participant will be shared between the Voluntary Participant

and the PAR panel. Information may also be shared with others with the consent of the Voluntary Participant.

- (6) At the request of the Voluntary Participant, collaboration among Voluntary Participant, Consulting Teacher, and immediate supervisor may take place.
- (7) In the event there are no available Consulting Teachers for a Voluntary Participant, participation in the PAR program will be for professional development opportunities.

b. Mandated Participant

- (1) A Mandated Participant is a unit member who has permanent status in the district and has received an overall unsatisfactory on his/her most recent evaluation.
- (2) The Mandated Participant shall work with a Consulting Teacher to establish performance goals that reflect the California Standards for the Teaching Profession. Performance goals will be aligned with student learning, clearly stated, and consistent with Education Code 44500(b)(2) and 44662(a). Non-teaching unit members shall establish performance goals according to the accepted standards of their assignments.
- (3) An assistance plan to meet performance goals shall be developed collaboratively among the Mandated Participant, Consulting Teacher, and immediate supervisor/evaluator.
- (4) The Consulting Teacher, Mandated Participant, and immediate supervisor/evaluator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided.
- (5) The Mandated Participant shall receive multiple observations with feedback, and participate in staff development. The assistance plan may also include lesson modeling and classroom visitations.
- (6) Thirty (30) days prior to the final evaluation due date, the Consulting Teacher will submit a final written report to the Mandated Participating Teacher and Joint Committee. This report shall include a description of the assistance provided to the Mandated Participating Teacher and an assessment of progress toward his/her performance goals.
- (7) The Mandated Participant will continue in the PAR program until the Joint Committee determines that the unit member:
 - no longer benefits from participation,
 - receives an evaluation of Meets Standards, Working Towards Standards, or Needs Improvement from his/her immediate supervisor/evaluator, or
 - is separated from the district.
- (8) A Mandated Participant may participate in the program for more than two (2) consecutive years upon recommendation of the Joint Committee.
- (9) The Mandated Participant has the right to submit a written response to the final report within ten (10) days of receipt of the report. The Joint Committee will submit the final report, written response, if submitted, and recommendations to the Board of Education. The final report with the written response, if submitted, will be placed in the personnel file and will be treated as a personnel record.
- (10) The Mandated Participant has the right to representation to the extent permitted by law.
- (11) The conclusions in the final report may be reflected in the Mandated Participant's evaluation and may be used as data for determining the election for rehire or dismissal of the unit member.
- (12) The Mandated Participant will be notified regarding continued participation in the PAR program and the services provided to the participant.

- E. Any grievance shall be limited to a claim that established procedures have been violated. The judgement of the joint committee may not be grieved.

The District agrees to indemnify and hold harmless the members on the Joint Committee and Consulting Teachers from any liability arising out of their participation in the PAR programs provided within the scope of the law.

ARTICLE XVIII– SAFETY

- A. The District and the Association agree that each school shall have a collaboratively developed safety plan based on Senate Bill 187 to meet site specific needs. This plan will be reviewed annually and amended as needed. Copies of the site safety plan will be distributed to each bargaining unit member and additional copies will be provided to the Association upon request. All members of the school community will be responsible for the knowledge of their site’s shared vision, goals, and objectives as recorded in their safety plan. Each site must have a safety committee that meets on a monthly basis and minutes are required to be posted. Safety concerns must be reported to the site administrator and safety committee.
- B. The Association shall appoint three representatives, one elementary, one middle, and one high school, to the District-wide Safety Committee according to Board Policy 3030. Association representative(s) shall receive release time if the District-wide Safety meetings are conducted during a unit member’s workday.
- C. District-wide and site safety committees will provide training and guidelines for protecting staff from violence in the work place. Site plans are expected to cover contingency plans for a wide variety of safety risks, including but not limited to suspicious or unwanted persons at the work site, fire, earthquake, flood evacuations, and emergency closings. Some possible training may include but not be limited to “Nonviolent Crisis Intervention” and other programs. Recommendations of the site safety committee shall become priorities for the District.
- D. Site safety plans will include steps for reporting assault or threats against school employees as per Education Code Section 44014 and Board Policy 4158. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The District shall act in appropriate ways as liaison between the unit member, police, and courts. The District shall notify unit members in accordance with ED49079 of students assigned to their classroom who have caused or attempted to cause serious bodily injury based upon official records maintained by the District or received by a law enforcement agency.
- E. A bargaining unit member may refuse any directions that he/she feels could reasonably endanger anyone’s life, safety, and/or welfare. No bargaining member may be required to perform duties that would or possibly could endanger one’s life, safety, or welfare unless a state of emergencies exist.
- F. Using the shared decision making process, a plan will be developed to establish a direct link emergency communication system between all classrooms/work stations and the central office at each site. Examples of direct link communication may include: telephones, intercoms, public address systems, two-way radios, or other communication tools.
- G. No unit member shall be required to transport student(s) in private vehicles.

ARTICLE XIX – SHARED DECISION MAKING

- A. The District and the Association agree to use Shared Decision Making which is a process of joint planning and problem solving seeking to improve the quality of working life and education. This entails close collaborative decision making at all levels (i.e. District management, site administration, teachers, support personnel, parents, and other members of the school community). Site based management is an integral part of Shared Decision Making through which the culture, organization, and school procedures enhance the teaching and learning environment. Through mutual trust, shared responsibility and accountability, Shared Decision Making will ultimately improve student achievement.
- B. The school community supports Shared Decision Making in all identified areas by enabling leaders, keeping communication open, and implementing decisions while maintaining improved student learning as the major focus.
- C. Professional development to facilitate Shared Decision Making must be an ongoing process with at least annual opportunities for training. The District commits to support these trainings to include but not be limited to: cognitive coaching, interest based problem solving, conflict resolution, and Shared Decision Making.
- D. Those areas within the parameters of collaborative Shared Decision Making are:
- Vision and goals (mission statement, expectations, and outcomes-purpose)
 - Student discipline policy (process and procedures, school/classroom rules and standards)
 - Budget development (i.e. general budget, compensatory education budgets, and other)
 - Staff development including needs assessment
 - Scheduling of activities and events
 - School equipment utilization
 - Use of multi-use facilities
 - Textbooks/instructional curriculum materials
 - Staff utilization/adjunct responsibilities (duty schedules, committee assignments, and other)
 - Community outreach (business partnerships and other)
 - Innovative programs
 - Safety (SB 187 Plans and other)
 - School needs in general
- Those areas outside the Shared Decision Making process are:
- All personnel evaluations
 - Employee discipline
 - Personnel files
 - Contractual and/or legal exclusions.

ARTICLE XX - SAVINGS

If any provision of this Agreement is held invalid by a court or administrative agency of competent jurisdiction, such provision shall be deemed no longer binding on either part, to the extent required by law, but all other provisions of this Agreement shall continue in effect.

ARTICLE XXI – ENTIRE AGREEMENT

This agreement constitutes the entire Agreement of the District and the Association. It concludes their meet and negotiate obligations. Nothing herein shall limit the right of the District and the Association to reopen any article of this Agreement at any time upon mutual agreement.

APPENDIX A

EXTRA DUTY AND MISCELLANEOUS PAY SCHEDULE – CERTIFICATED
Effective July 1, 2008

- I. The following annual rates of pay are to be paid to teachers over and above their regular teacher schedule placement for the extra assignments listed (which are in addition to their regular classroom teaching assignments).

The athletic assistant (trainer) shall be paid following each sports season in a similar manner as regular coaches.

Athletic directors shall be paid on a triannual basis.

All coaches shall be paid the amount listed in one sum at the end of the season of that particular sport.

Performing arts personnel shall be paid the annual compensation listed on a prorated basis each semester contingent upon completion of the agreed-upon number and type of performance.

All others shall be paid on a semester basis.

The rate of pay for extra duty assignment will be determined as follows: The percentage factor (as listed below) for each assignment times the salary of Column A, Step 1 of current Teachers' Salary Schedule determines the rate of pay for this assignment. For a coach to qualify for step II or step III, he/she must have served as a coach in the same sports program within the Baldwin Park Unified School District for the required number of years.

A. **ATHLETICS** - BALDWIN PARK HIGH SCHOOL AND SIERRA VISTA HIGH SCHOOL

	Step I % 1 st -3 rd year		Step II % 4 th -7 th year		Step III % 8 th year or more	
BADMINTON						
Varsity	6.00	\$ 2558	6.87	\$ 2929	7.74	\$ 3300
JV	4.87	2076	5.74	2447	6.61	2818
BASEBALL						
Varsity	7.14	3044	8.01	3415	8.88	3786
Asst. Varsity	6.34	2703	7.21	3074	8.08	3445
JV	5.59	2383	6.46	2754	7.33	3125
Freshman	5.59	2383	6.46	2754	7.33	3125
BASKETBALL						
Varsity	7.53	3210	8.40	3581	9.27	3952
Asst. Varsity	6.91	2946	7.78	3317	8.65	3688
JV	5.59	2383	6.46	2754	7.33	3125
Freshman	5.59	2383	6.46	2754	7.33	3125
CROSS COUNTRY						
Varsity	6.18	2635	7.05	3006	7.92	3377

	<u>Step I</u> <u>% 1st-3rd year</u>		<u>Step II</u> <u>% 4th-7th year</u>		<u>Step III</u> <u>% 8th year or more</u>	
FOOTBALL						
Varsity	8.92	3803	9.79	4174	10.66	4545
Asst. Varsity	7.50	3197	8.37	3568	9.24	3939
JV	6.03	2571	6.90	2942	7.77	3313
Asst. JV	5.59	2383	6.46	2754	7.33	3125
Freshman	6.03	2571	6.90	2942	7.77	3313
Asst. Freshman	5.59	2383	6.46	2754	7.33	3125
SOCCER						
Varsity	6.47	2758	7.34	3129	8.21	3500
Asst. Varsity	6.03	2571	6.90	2942	7.77	3313
JV	5.59	2383	6.46	2754	7.33	3125
SOFTBALL						
Varsity	7.14	3044	8.01	3415	8.88	3786
Asst. Varsity	6.34	2703	7.21	3074	8.08	3445
JV	5.59	2383	6.46	2754	7.33	3125
SWIMMING						
Varsity	6.91	2946	7.78	3317	8.65	3688
Asst. Varsity	5.59	2383	6.46	2754	7.33	3125
TENNIS						
Varsity	6.14	2618	7.01	2989	7.88	3359
JV	5.07	2161	5.94	2532	6.81	2903
TRACK						
Head	6.91	2946	7.78	3317	8.65	3688
Assistant	5.59	2383	6.46	2754	7.33	3125
TRACK & FIELD						
Varsity	6.91	2946	7.78	3317	8.65	3688
VOLLEYBALL						
Varsity	6.77	2886	7.64	3257	8.51	3628
JV	5.59	2383	6.46	2754	7.33	3125
Freshman	5.59	2383	6.46	2754	7.33	3125
WATER POLO						
Varsity	6.47	2758	7.34	3129	8.21	3500
JV	5.59	2383	6.46	2754	7.33	3125
WRESTLING						
Varsity	6.77	2886	7.64	3257	8.51	3628
JV	5.59	2383	6.46	2754	7.33	3125
<u>OTHER SPORTS POSITIONS</u>						
Athletic Assistant (Trainer)						
Fall Sports	3.61	1539	4.48	1910	5.35	2281
Winter Sports	3.56	1518	4.43	1889	5.30	2260
Spring Sports	3.56	1518	4.43	1889	5.30	2260

*A trainer with a valid N.A.T.A. (National Athletic Trainers Association) or C.A.T.A. (California Athletic Trainers Association) certification shall have his/her salary increased by \$100 per sports season.

	<u>Step I</u> <u>% 1st-3rd year</u>		<u>Step II</u> <u>% 4th-7th year</u>		<u>Step III</u> <u>% 8th year or more</u>	
Director of Athletics						
I	10.01	4268	10.88	4638	11.75	5009
II	8.24	3513	9.11	3884	9.98	4255
B. <u>PERFORMING ARTS</u>						
Band Director, High School						
	8.92	3803	9.79	4174	10.66	4545
Band Director, Junior High						
	6.29	2682	7.06	3010	7.82	3334
Orchestra Director, High School						
	6.14	2618	7.01	2989	7.88	3359
Orchestra Director, Junior High School						
	5.07	2161	5.94	2532	6.81	2903
Choral Performance Groups Director, High School						
	6.14	2618	7.01	2989	7.88	3359
Choral Performance Groups Director, Junior High						
	5.07	2161	5.94	2532	6.81	2903
Drama Coach	6.03	2571	6.90	2942	7.77	3313
Band Auxiliary Units Director, High School						
	7.14	3044	8.01	3415	8.88	3786
Band Auxiliary Units Director, Junior High						
	4.23	1803	4.96	2115	5.68	2422
C. <u>STUDENT ACTIVITIES</u>						
Debate Coach	6.03	2571	6.90	2942	7.77	3313
Academic Coach					5.07	2161
Advisor to Annual					4.86	2072
Advisor to Newspaper					4.86	2072
Advisor to Pepsters					5.00	2132
Assistant Advisor to Pepsters					3.61	1539
Advisor to Newspaper (NPHS)					3.06	1305
Advisor to Library Services (NPHS)					3.06	1305
ASB Advisor (NPHS)					3.06	1305
Yearbook Advisor (Junior High School)					2.43	1036

- II. If a sports season is extended due to participation in CIF playoff competition, the assigned coaches shall be compensated in the following manner: The rate of pay for the extra assignment shall be divided by the number of contests in the regular season and multiplied by the number of contests required beyond the regular season due to playoff competition. It is understood that this is to serve as compensation for the extension of the coaching contract due to time spent and is not to be considered a bonus.

Athletic assistants (trainers) shall be compensated in a manner similar to that described above. Trainers will be compensated for only one sport during a season.

Likewise, if a high school marching band, auxiliary unit, and/or pep squad are required to perform in the half-time show during CIF playoffs, the director or advisor of the unit shall be compensated in a manner similar to that described above.

III. High School Department Heads*

Department heads with 2-4 teachers in department shall be paid at the annual rate of \$1654 (factor 3.88).

Department heads with 5-7 teachers in department shall be paid at the annual rate of \$2008 (factor 4.71)

Department heads with 8 or more teachers in department shall be paid at the annual rate of \$2507 (factor 5.88)

*The existence of a need for each department head is to be determined annually by the District.

IV. Instructors of Physically Handicapped (part-time) shall be paid at the factor rate of .000781 an hour for each full hour of teaching.

V. Summer School Teachers

All, both regular assigned and substitute K-12 summer school teachers, shall be paid at a daily rate determined by multiplying .0041 times the salary of Column A, Step 1 of the Teachers' Salary Schedule in effect the preceding September, but not less than the daily substitute rate paid by the District effective September 12, 1989.

VI. Unit Members Assigned to Curriculum Projects.
A factor rate of .000781 shall be paid.

VII. Saturday Continuation High School Teachers and Saturday Detention Program Teachers shall be paid at the factor rate of .000781 an hour.

APPENDIX B

STIPENDS

BILINGUAL

1. To be eligible for the stipend, it is the unit member's responsibility to bring a copy of the appropriate authorization to the District office. The stipend will be effective the semester following the date of issuance. Unit members will be eligible to receive only one of these stipends.
2. A stipend of \$250 twice yearly will be given when a unit member employed prior to July 1, 2006, (a) holds a current Commission on Teacher Credentialing authorization for providing ELD and/or SDAIE instruction to LEP students (CLAD, ESL supplemental authorization, LDS, etc.) and (b) is assigned to provide such instruction.
3. A stipend of \$1000 twice yearly will be given when a unit member (a) holds a current Commission on Teacher Credentialing authorization for providing primary language instruction to LEP students (BCC, BCLAD, etc.) and (b) is assigned to provide such instruction.

SPECIAL EDUCATION

\$1500 annual stipend will be provided to teachers who were required to complete a regular credential as prerequisite for entering the training for a subsequent special education credential and have a special education assignment. (Teachers pursuing special education credentials after the projected cut off date of September 1, 1996 will no longer be required to have a regular credential as prerequisite to enter the special education training and would, therefore, not be eligible for this stipend.)

SPEECH/LANGUAGE PATHOLOGIST

\$1500 annual stipend will be provided to speech and language therapists and severe language disorder/aphasia (SLDA) teachers who have a speech/language therapist assignment or SLDA assignment and who have a regular Clinical Rehabilitative Services credential for speech/language services.

When the District is unable to acquire the services of enough speech and language therapists causing the average yearly caseload of speech and language therapists to exceed 55 for the entire year, they shall be paid a stipend of \$10.00 per year per student above the 55 student average. The District will calculate the yearly caseload for therapists by averaging the official December 1 and April 1 Federal Student Count figures in the system as commonly used by the District's Special Education Local Plan Area (SELPA). The counts are official and are generated by the District's SELPA Management Information System.

DOCTORATE

\$1000 annual stipend will be paid to unit members with an earned Ed.D. or Ph.D. from an accredited college or university which is in the field of education or a closely related field. Coursework or degree leading to an advanced degree in another field (i.e. law, religion, etc.) will not meet criteria for this stipend.

NATIONAL BOARD CERTIFICATION

\$1000 annual stipend will be paid to a unit member who holds a valid National Board Teacher Certification.

All written verification to support the above stipends must be received in the Human Resources Office the first day of school in September for unit members to be eligible for stipend that year.

OTHER STIPENDS

1. A stipend is compensation for additional responsibilities/work in an approved position outside of the normal assignment.
2. Stipends are established through a shared decision making process and should, where applicable, follow the guideline below:
 - a. Time outside of normal work duties.
 - b. Additional expertise or training required.
 - c. Funded at levels of similar positions at other schools.
 - d. Regulated by budget/grant restrictions.
 - e. Include a product.
 - f. Have a defined time.
3. Stipend opportunities must be posted and advertised at the impacted site(s).

APPENDIX C

K-12 TEACHERS' SALARY SCHEDULE, 2011-2012 SCHOOL YEAR

Effective July 1, 2008

Step	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E
Step	B.A	B.A.+15 Sem. Units	B.A.+30 Sem. Units or M.A.	B.A.+45 Sem. Units	B.A.+60 Sem. Units Incl. M.A. and CLAD*
1	\$ 42,633	\$ 43,486	\$ 44,355	\$ 46,572	\$ 48,902
2	43,486	44,355	46,129	48,436	51,346
3	44,355	45,242	47,974	50,373	53,914
4	45,242	46,147	49,893	52,388	56,609
5	46,147	47,070	51,889	54,484	59,439
6	47,070	48,012	53,965	56,662	62,411
7	48,012	48,972	56,124	58,930	65,531
8	48,972	49,951	58,368	61,286	68,808
9			60,703	63,738	72,249
10			63,131	66,288	75,862
11			65,656	68,938	79,655
12			68,282	71,697	83,637

Teachers on Columns C, D, or E shall after nine years of service in the Baldwin Park Unified School District receive an annual anniversary increment as follows. In addition, a teacher who previously worked in the BPUSD as a classified employee will be granted years for anniversary increment eligibility on the certificated salary schedule.

After 9 years	\$ 728
After 14 years	1,248
After 19 years	1,976
After 24 years	2,808
After 29 years	3,640

NOTE: Twelve-month teacher-unit members are paid on the basis of teacher contract placement plus two and one-half months and eleven-month members, one and one-half months.

Effective 7/1/03

- 186 work days for new teachers
- 184 work days for returning teachers
- 193 work days for extended 10-month employees
- 205 work days for 11-month employees
- 223 work days for 12-month employees

*Effective July 1, 2006, movement into Schedule E will require possession of a valid Cross-Cultural Language and Academic Development Certificate or equivalent certification (EL & SDAIE, LDS, SB 1969 SDAIE, 1969 ELD & SDAIE, SB 395/AB 2913, BCC, BCLAD) in addition to the existing requirements. Counselors, nurses, and speech and language pathologists are exempt from this provision. Bargaining unit members who are already on Schedule E will remain on Schedule E.

Current bargaining unit members who receive a CLAD stipend will continue to receive that stipend. The CLAD stipend will not be paid to unit members hired for the 2006-2007 school year and subsequent years.

APPENDIX D

EVALUATION CALENDAR

August – October 15	<p>All certificated personnel will be issued a copy of this <u>Certificated Evaluation and Assessment Handbook</u>.</p> <p>In-service training programs by the site administrator will be conducted during orientation week to promote understanding of each employee's role and responsibility.</p> <p>Assessment of student and gathering of baseline data shall take place.</p> <p>Information observation should begin with emphasis on assisting beginning teachers.</p>
By November 1 (All Probationary Teachers)	<p>A planned goal-setting conference between evaluator and the probationary evaluatee shall be held by this date. The probationary teacher shall present to the evaluator proposed written objectives of expected student progress, learning environment and student control, and adjunct duties (Form P-28). These proposed objectives will be discussed and reviewed by the evaluator and evaluatee and mutually agreed upon.</p>
By November 15 (All Permanent Teachers)	<p>A planned goal-setting conference shall be held by this date. Every permanent teacher shall present to his/her evaluator proposed written objectives of expected student progress, learning environment and student control, and adjunct duties (Form P-28). These proposed objectives will be discussed and reviewed by the evaluator and permanent teacher and mutually agreed upon.</p>
December 15	<p>The first Summary Evaluation Report (Form P-28) on all probationary teachers is due. Prior to this time, at least one formal observation and the respective follow-up conference(s) will have taken place. Specific plans and suggestions for improvement will be outlined and recorded.</p>
January 15	<p>Prior to this date, any changes in the mutually agreed upon goals and objectives should be made. This should be done during a conference between evaluator and evaluatee by mutual agreement.</p> <p>Note: If a teacher is hired after the first school month, a planned goal-setting conference shall be held by the end of the first full month of employment.</p>
March 1	<p>The Summary Evaluation Report (Form P-28) on all teachers not being considered for reemployment is due in the Human Resources Office and a conference is to be scheduled by the evaluator with the Assistant Superintendent of Human Resources.*</p>
April 15	<p>By this date the second Summary Evaluation Report (Form P-28) is to be completed for all probationary teachers.*</p>

May 1	By this date the Summary Evaluation Report (Form P-28) must be completed and presented to those permanent teachers being evaluated. For permanent teachers on the five-year cycle, the year-end reflection report must be completed. (Note: Informal observations should continue throughout the remainder of the year. Continual assessment of student progress should be made, using post-tests and other data.)
Last student day	By the last student contact date the final evaluation conferences are to have been held.*
May 1	Completed statement of Objectives (form P-28) due in the Human Resources Office.

*P-28 forms are to be submitted to the Human Resources Office as soon as each conference has been held.

NOTE: Dates following a holiday or weekend should be moved to the closest work day.

APPENDIX E

Baldwin Park Unified School District Human Resources

JOB SHARING AGREEMENT

- I. Professional Obligations
Contractual Obligations
 - A. Opening of School Schedule: To be determined by partners and principal.
 - B. Fixed Schedule: To be determined by partners and principal.
 - C. Fringe benefits will be pro-rated according to the amount of time worked. First-person single party coverage will be required of employees if they wish to use their portion of the benefits allotted.
 - D. Advancement on the salary schedule: Each teacher will advance on the salary schedule one step each two years, provided the teacher actually works 75% of the total full-time equivalent days of one year in two successive years. Days can only be accumulated over two successive years.
 - E. Retirement credit will be pro-rated to the percentage of time worked.
 - F. Both teachers understand that if there is an aborted contract, the other person will assume the responsibility for the complete contract, unless a satisfactory replacement for that team member is found.
 - G. Sick leave: If one of the teachers is absent, the other teacher will assume the responsibility for covering the class whenever possible. The teacher will be paid the regular substitute salary for the days taught. Reduction of the degree of change and disruption in the classroom is a high priority.
 - H. Both teachers will work on all non-teaching workdays, i.e. Orientation, beginning of school year, and the end of the year.
 - I. Each teacher will be evaluated on the days that he/she is working, if scheduled for evaluation.
- II. Planning and Preparation
 - A. Both teachers understand the importance of clear, accurate, and ongoing communication between each other as well as with the principal and the resource teacher.
 - B. Each teacher will write his/her own personal objectives as well as some objectives that will be common to both that pertain to the class as a whole.
 - C. Both teachers realize that they are responsible for such things as report cards, tracking charts, record keeping, and all other deadlines that may develop. Both of them will be held accountable for each of those items and the teachers shall consult regularly on deadlines and assume shared responsibility for monitoring individual and collective behaviors.
 - D. Any special materials or supplies that are determined as necessary will be requested and furnished wherever possible.
- III. Learning Environment
 - A. Both teachers will assume responsibility for the learning environment, including bulletin boards, classroom arrangement, learning centers, and instructional materials.
 - B. Both teachers will plan in advance and establish classroom procedures, determine in advance what consequences will be, and also the procedure for enforcing rules.

IV. Ongoing Planning and Instruction

- A. Teachers will be responsible for shared lesson planning.
- B. Teachers will share meeting attendance responsibilities and communicate information with their partner.

V. Parent Communication

- A. Both teachers will share the responsibility of contacting parents as needed, and sharing the results of those contacts with the other team member.
- B. Both teachers will be present for Back-to-School Night and both will be present for Open House.
- C. Teachers will share the responsibility for parent conferences and communicate the results with their partner.

Job Sharing Agreement

Both teachers are successful classroom teachers and have complementary teaching styles. I am confident that they will be committed to making this job-share an excellent situation for both the students and themselves.

Principal Date

I have read the above conference summary and agree that it is an accurate summary of the conference that was held. The job sharing language in Article VIII – Hours and Conditions of Work, Section P, was reviewed with me. I agree to the conditions stated in Article VIII, Section P, and in this proposed agreement.

Teacher Date

Teacher Date

Approved _____

APPENDIX F

Baldwin Park Unified School District
Human Resources
PART-TIME EMPLOYMENT AGREEMENT**

The following agreement shall be in place for the _____ school year.

- 1. _____ will teach _____ periods per day in this assignment. This job shall be considered a _____-time position.

This fraction shall be used as the basis to prorate all of the following items:

- Fringe benefits will be prorated
- Salary will be prorated
- Sick leave allocation will be prorated
- Retirement/STRS will be prorated
- Supervision duties will be prorated
- Preparation period will be served on campus on a prorated basis, to be served in full period blocks (to be scheduled by the site administrator or district office department head)

- 2. Teachers who are working part-time will advance on the salary schedule one step each two years provided they actually work 75% of the total full-time-equivalent days in two successive years. Days can only be accumulated over two successive years.
- 3. Teachers must work on all non-teaching days. Teachers must attend all scheduled faculty and department meetings.
- 4. Teachers must handle all regular professional responsibilities such as parent conferences, lesson preparations, room environment, attendance reports, grading, attending I.E.P. meetings, attending Student Study Team meetings, etc.
- 5. Night functions: Teachers will attend all open house activities, back-to-school night, graduation, and any other functions that are required of other teachers.
- 6. Evaluations: Teachers will be evaluated in the regular manner.
- 7. Teachers will assume responsibility for fostering clear, accurate, and ongoing communication with department heads, parents, administrators, and staff with whom they may have responsibility.

I have read the above requirements and agree to the conditions.

Teacher's Signature Date

I recommend this part-time employment agreement.

Principal's Signature Date

Assistant Superintendent's Signature Date

Any other arrangements for special assignments must be committed to writing and approved by the principal and the assistant superintendent to insure clear understanding of all parties. All provisions of the contract, district policies, and administrative regulations must be adhered to.

**Does not apply to full-time teachers assigned to more than one work site.

BALDWIN PARK UNIFIED SCHOOL DISTRICT
Calendar for School Year 2011-2012

	M	Tu	W	Th	F	M	Tu	W	Th	F	M	Tu	W	Th	F	Days Taught	State Holiday	Local Holiday						
First School Month																								
Aug. 22 - Sept. 16	Aug. 22	23	24	25	26	29	30	31	1	2	5*	6	7	8	9	12	13	14	15	16	19	1	-	
Second School Month																								
Sept. 19 - Oct. 14	Sept. 19	20	21	22	23	26	27	28	29	30	3	4	5	6	7	10	11	12	13	14	20	-	-	
Third School Month																								
Oct. 17 - Nov. 11	Oct. 17	18	19	20	21	24	25	26	27	28	31	1	2	3	4	7	8	9	10	11*	19	1	-	
Fourth School Month																								
Nov. 14 - Dec. 9	Nov. 14	15	16	17	18	21x	22x	23x	24*	25#	28	29	30	1	2	5+	6+	7+	8+	9+	15	1	4	
Fifth School Month																								
Dec. 12 - Jan. 20	Dec. 12	13	14	15	16	19	20	21	22x	23#	Jan. 9	10	11	12	13	16*	17	18	19	20	17	1	1	12
Sixth School Month																								
Jan. 23 - Feb. 17	Jan. 23	24	25	26	27	30	31	1	2	3	6Δ	7	8	9	10	13*	14	15	16	17	18	1	1	1
Seventh School Month																								
Feb. 20 - Mar. 16	Feb. 20*	21	22	23	24	27	28	29	1	2	5	6	7	8	9	12	13	14	15	16	19	1	1	-
Eighth School Month																								
Mar. 19 - Apr. 13	Mar. 19+	20+	21+	22+	23+	26	27	28	29	30	Apr. 2	3	4	5	6#	9#	10x	11x	12x	13x	14	-	-	6
Ninth School Month																								
Apr. 16 - May 11	Apr. 16	17	18	19	20	23	24	25	26	27	30	1	2	3	4	7	8	9	10	11	20	-	-	-
Tenth School Month																								
May 14 - June 1	May 14	15	16	17	18	21	22	23	24	25	28*	29	30	31	1	4Δ	5Δ	6Δ	7Δ	8Δ	14	1	1	-
TOTALS																								

PARENT CONFERENCES - SHORTENED DAYS

Gr. K-6 + Santa Fe - Gr. 3-5 Dec. 5-9, Mar. 19-23
 Gr. 6-8 (Santa Fe, Holland, Olive) Oct. 13, Feb. 2
 Gr. 7-8 (Jones, SVJHS) Oct. 13, Feb. 2

Nov. 21-23, Dec. 22 and Dec. 27, non-work days for 180-day classified staff

(Per E.C. 37201 - Vacation period excluded from school month)

- Δ Furlough Days
- * State School Holiday for pupils and staff
- # Local School Holiday for pupils and staff
- x Local School Holiday for pupils and teachers
- xx Local School Holiday for pupils only
- + Parent Conferences

GRADING PERIOD (GP)

K-6 GP1 Nov. 18; GP2 Mar. 9; GP3 Jun. 1
 6-12 GP1 Sept. 30; GP2 Nov. 10; GP3 Jan. 20; GP4 Mar. 2; GP5 Apr. 20; GP 6 Jun. 1

SHORTENED DAYS

Gr. K-6 Oct. 26, Jan. 25, Apr. 4, Jun. 1
 Gr. 6-8 (Santa Fe, Holland, Olive) Jun. 1
 Gr. 7-8 (Jones, SVJHS) Jun. 1
 NPHS Sept. 2, Oct. 5, Dec. 21, Jan. 25, Feb. 1, Mar. 16, Apr. 4, May 2, May 16, May 31

2011-2012
EXPLANATION CONCERNING CALENDAR

TEACHERS' CONTRACT CALENDAR

Teachers new to the District work on August 15, 16, 17, 18 and 19. Returning teachers work on August 16, 17, and 18. School starts on August 22, 2011. Teacher contracts are written on a school year calendar basis.

HOLIDAYS

Holidays are set by Education Code 37220 and/or may be declared by Boards of Education under authority of Education Code 37222. When any holiday on which school would be closed falls on Sunday, the schools shall close on the Monday following. If any holiday falls on Saturday, the schools shall be closed on the preceding Friday. In addition, the President or Governor may appoint additional days as a school holiday.

The following reflects the holidays set by the Education Code and/or the Board of Education for the 2011-2012 school year.

<u>DATE</u>	<u>HOLIDAY CELEBRATED</u>	<u>HOLIDAYS FOR PUPILS</u>	<u>HOLIDAYS FOR TEACHERS</u>	<u>HOLIDAYS FOR ADMIN., SUPERVISORY, & CLASSIFIED</u>
July 4	Independence Day	X	X	X
Sept. 5	Labor Day	X	X	X
Nov. 11	Veterans Day	X	X	X
Nov 21, 22, 23	Days before Thanksgiving	X	X	
Nov. 24 & 25	Thanksgiving & Day After	X	X	X
Dec. 22	Local School Holiday	X	X	
Dec. 23	Local School Holiday	X	X	X
Dec. 25	Christmas Day (Sunday)			
Dec. 26	Local School Holiday	X	X	X
Dec. 27-30	Local School Holiday	X	X	
Jan 1	New Year's Day (Sunday)			
Jan. 2-3	Local School Holiday	X	X	X
Jan. 4-6	Local School Holiday	X	X	
Jan. 16	Martin Luther King, Jr. Day	X	X	X
Feb. 13	Lincoln's Day	X	X	X
Feb. 20	Washington's Day	X	X	X
Apr. 6	Cesar Chavez Day	X	X	X
Apr. 9	Monday of Spring Break	X	X	X
Apr. 10-13	Spring Break	X	X	
May 28	Memorial Day	X	X	X

BALDWIN PARK UNIFIED SCHOOL DISTRICT
Calendar for School Year 2012-2013

	M	Tu	W	Th	F	M	Tu	W	Th	F	M	Tu	W	Th	F	M	Tu	W	Th	F	Days Taught	State Holiday	Local Holiday				
First School Month Aug. 13 - Sept. 7	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	Sept.							19	1	-		
Second School Month Sept. 10 - Oct. 5	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28xx	Oct.							19	-	1		
Third School Month Oct. 8 - Nov. 2	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	Nov.							20	-	-		
Fourth School Month Nov. 5 - Nov. 30	5+	6+	7+	8+	9+	12*	13	14	15	16	19x	20x	21x	22*	23#	26	27	28	29	30	30	14	2	4			
Fifth School Month Dec. 3 - Jan. 11	3	4	5	6	7	10	11	12	13	14	(Dec. 24# 25* 26x 27x 28x)		17	18	19	20	21	S-1 (87)		20	2	8					
Sixth School Month Jan. 14 - Feb. 8	14	15	16	17	18	21*	22	23	24	25	(Jan. 1* 2x 3x 4x)		28	29	30	31	1	Feb.		18	1	1					
Seventh School Month Feb. 11 - Mar. 8	11*	12	13	14	15	18*	19	20	21	22	(Feb. 25-May 30 Third Trimester)		25	26	27	28	1	Mar.		18	2	-					
Eighth School Month Mar. 11 - Apr. 5	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29#	Apr.		1#	2x	3x	4x	5x	14	6			
Ninth School Month Apr. 8 - May 3	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	May							20	-	-		
Tenth School Month May 6 - May 30	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27*	28	29	30	S-2 (93)		18	1	-			
TOTALS																									180	9	20

RETURNING TEACHERS WORK - 184 days
 NEW TEACHERS WORK - 186 days

Sept. 28, Nov. 19-21, Feb. 8 - non-work days for 180-day classified staff

(Per E.C. 37201 - Vacation period excluded from school month)

- * State School Holiday for pupils and staff
- # Local School Holiday for pupils and staff
- x Local School Holiday for pupils and teachers
- xx Local School Holiday for pupils only
- + Parent Conferences

GRADING PERIOD (GP)

K-6 GP1 Oct. 26; GP2 Feb. 22; GP3 May 30
 6-12 GP1 Sept. 21; GP2 Nov. 2; GP3 Dec. 21; GP4 Feb. 15; GP5 Mar. 28; GP6 May 30

PARENT CONFERENCES - SHORTENED DAYS

Gr. K-6 + Santa Fe - Gr. 3-5 Nov. 5-9, March 4-8
 Gr. 6-8 (Santa Fe, Holland, Olive) Oct. 4, Jan. 10
 Gr. 7-8 (Jones, SVJHS) Oct. 4, Jan. 10

MINIMUM DAYS

Gr. K-6 + Santa Fe - Gr. 3-5 Aug. 13, Oct. 26, Feb. 22, May 29
 Gr. 6-8 (Santa Fe, Holland, Olive) Sept. 21, Nov. 2, Dec. 21, Feb. 15, Mar. 28, May 29
 Gr. 7-12 (Jones, SVJHS, BPHS, SVHS) Sept. 21, Nov. 2, Dec. 21, Feb. 15, Mar. 28, May 29
 NPHS Sept. 21, Nov. 2, Dec. 21, Feb. 15, Mar. 28, May 30

BPHS only Sept. 27, Jan. 19-21, Feb. 20, May 2, May 28-30
 SVHS only Sept. 13, Jan. 19-21, Feb. 28, May 7, May 28-30

SHORTENED DAYS

Gr. K-6 (except Santa Fe) Aug. 29, Nov. 28, Mar. 20, May 30
 Gr. 6-8 (Santa Fe, Holland, Olive) May 30
 Gr. 7-8 (Jones, SVJHS) May 30
 NPHS Aug. 31, Oct. 10, Dec. 7, Mar. 13, Mar. 22, May 29

2012-2013
EXPLANATION CONCERNING CALENDAR

TEACHERS' CONTRACT CALENDAR

Teachers new to the District work on August 7, 8, 9, and 10. Returning teachers work on August 8 and 9. School starts on August 13, 2012. Teacher contracts are written on a school year calendar basis.

HOLIDAYS

Holidays are set by Education Code 37220 and/or may be declared by Boards of Education under authority of Education Code 37222. When any holiday on which school would be closed falls on Sunday, the schools shall close on the Monday following. If any holiday falls on Saturday, the schools shall be closed on the preceding Friday. In addition, the President or Governor may appoint additional days as a school holiday.

The following reflects the holidays set by the Education Code and/or the Board of Education for the 2012-2013 school year.

<u>DATE</u>	<u>HOLIDAY CELEBRATED</u>	<u>HOLIDAYS FOR PUPILS</u>	<u>HOLIDAYS FOR TEACHERS</u>	<u>HOLIDAYS FOR ADMIN., SUPERVISORY, & CLASSIFIED</u>
July 4	Independence Day	X	X	X
Sept. 3	Labor Day	X	X	X
Nov. 12	Veterans Day	X	X	X
Nov 19, 20, 21	Days before Thanksgiving	X	X	
Nov. 22 & 23	Thanksgiving & Day After	X	X	X
Dec. 24 & 25	Christmas Day & Day Before	X	X	X
Dec. 26-28	Local School Holiday	X	X	
Dec. 31 & Jan 1	New Year's Day & Day Before	X	X	X
Jan. 2-4	Local School Holiday	X	X	
Jan. 21	Martin Luther King, Jr. Day	X	X	X
Feb. 11	Lincoln's Day	X	X	X
Feb. 18	Washington's Day	X	X	X
Mar. 29	Cesar Chavez Day	X	X	X
Apr. 1	Monday of Spring Break	X	X	X
Apr. 2-5	Spring Break	X	X	
May 27	Memorial Day	X	X	X

APPENDIX H

FRINGE BENEFIT ALLOCATION

Effective October 1, 2008, the District maximum contribution for each full-time-equivalent unit member will be \$8,400.00. This amount may go toward the premiums for health, dental, and vision coverage.

The District will combine District health benefit contributions for unit member spouses and same-sex registered domestic partners employed by the District, subject to approval of the District's health benefit providers, and further, provided that this option does not result in unlawful discrimination against non-married unit members.

