

Buena Park School District

# **2015-2018 Agreement**

**between the  
Governing Board of the  
Buena Park School District  
and the  
Buena Park  
Teachers Association**

**April 26, 2016**

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## ARTICLE 1 - RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive representative for permanent teachers, probationary teachers, temporary teachers, and psychologists, excluding all management, confidential and classified employees as established by Board Action on May 10, 1976, and amended on March 26, 1984.

## ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the District retains to the full extent of the law all of its authority to direct and control the affairs of the District. Included in those duties are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum in consultation with the Association; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue, contract work and services. In addition, the Board retains the right to hire, assign, evaluate, and terminate employees.
- 2.2 The exercise of the foregoing rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 2.3 The Board shall amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

### ARTICLE 3 - ASSOCIATION RIGHTS

- 3.1 The Association and its representatives shall have the right to the use of school buildings and facilities at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Any other equipment used by the Association will be charged for on a rental basis at a reasonable rate mutually agreed upon by the Superintendent and the Association. In the event use of buildings and facilities necessitate additional custodial service, the Association shall pay such cost at the prevailing rate for this service.
- 3.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Association may use the District mail service and teacher mailboxes for communications to unit members.
- 3.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property where it does not interfere with any unit member's duty schedule. *Authorized representatives shall include: Association officers, negotiation team members and site representatives. Each year the Association shall provide a list of authorized representatives not later than 30 days following the first day of the work calendar.*
- 3.4 The Board shall place on the agenda of each regular Board meeting any matters brought to its consideration by the Association in its correct order providing that



### ARTICLE 3 - ASSOCIATION RIGHTS (continued)

such matters are made known to the Superintendent two working days prior to said meeting and in time to be published in the next agenda in its proper order.

- 3.5 Names, addresses, and telephone numbers of all District unit members shall be provided without cost to the Association no later than November 1 of each school year.
- 3.6 It shall be the Association's right to interpret the contract to its members.
- 3.7 All employees covered by this contract shall be informed of all district-formed committees in the areas of curriculum and instruction, textbook and materials selection, categorical funding, discipline, test and measurements and any committees related to teacher participation. All employees have the right to indicate a preference on which committees they would like to serve.
- 3.8 All employees covered by the terms of this Agreement shall be treated in a courteous and honorable manner by all administrators.
- 3.9 Buena Park Teachers Association to submit a list of five teachers from which the Superintendent will select an individual to serve on any panel involving the hiring of instructional assistants, provided this can be done without hiring a substitute.
- 3.10 Wednesday of each week shall be established a Professional Association Meeting Day for unit member involvement in Association activities, and/or meetings. Unit members who are elected, assigned or appointed to serve on various Association committees shall be allowed to leave their school or site premises ten minutes after the last class has been dismissed. *Each year the*



*Association shall provide the District a list of elected, assigned or appointed unit members not later than 30 days following the first day of the work calendar.* Teachers may volunteer to teach after school

Intervention classes to students on Wednesdays. In the event a situation or event arises necessitating the scheduling of such event on a Wednesday, District level personnel **will** generate a mutual agreement with the Association relative to the scheduled event.

## ARTICLE 4 - DEFINITIONS

- 4.1 "Teacher" refers to classroom teacher and is therefore covered by the terms and conditions of this Agreement under Article I and consists of temporary, probationary and permanent teachers regardless of sex, age, or marital status.
- 4.2 "Workdays" mean days during which unit members are required to be in attendance, not to exceed 185 days (4/99) for returning teachers and 187 days (4/99) for new teachers. Certificated workdays for the 2001-2002 school year are stated in Appendix V.a. and V.b. The work year for psychologists shall be eleven (11) days longer than the teacher work year.
- 4.3 "Negotiable items" (Section 3543.2, S.B. 160)
- 4.3.1 The Scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200 (S.B. 160), leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8.
- 4.3.2 In addition, the exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the

#### ARTICLE 4 - DEFINITIONS (continued)

public school employer under the law. Prior to making a decision on such matters either party will seek the advice/opinion of the other. All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation.

- 4.4 "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all information, records, data, worksheets and budgetary materials which may be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Act.
- 4.5 "Paid leave of absence" means that a unit member shall be entitled (a) to receive wages and all fringe benefits including, but not limited to, insurance and retirement benefits, (b) to return to a similar assignment which he enjoyed immediately preceding the commencement of the leave, and © to receive credit for annual salary increments provided during his leave.
- 4.6 "School day" means the amount of time each day of classes during which students are required to be in school by Board Policy.
- 4.7 "Immediate family" means the mother, father, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, or

#### **ARTICLE 4 - DEFINITIONS (continued)**

father-in-law of the employee or spouse of the employee, spouse, grandparent, grandchild, any person who has served as foster parents and legal guardian to the unit member, or other person or persons living in the immediate household of the unit member. Permission to use this policy for other relatives because of extenuating circumstances may be granted by the Superintendent.

- 4.8 "Daily rate of pay" means the unit member's annual salary divided by the number of days he is required by the Board to provide services at school.
- 4.9 "His" refers to both male and female employees who are included in the appropriate unit as defined in Article II.
- 4.10 "Illness" is either physical or mental disability of an incapacitating nature.
- 4.11 "Instructional time" is that time during which students are attending class.
- 4.12 "Unit members" are teachers, psychologists, and other certificated employees represented by the Association pursuant to Article I of the Collective Bargaining Agreement as amended by Board action on March 26, 1984.
- 4.13 "psychologists" are certificated employees employed in positions designated by the District as district psychologists.
- 4.14 "Collaboration time" is time set aside during the workday for Principal directed curriculum, instruction and assessment focus.
- 4.15 "Planning time" is time set aside during the workday, for unit member directed collaboration and/or individual instructional planning.



## **ARTICLE 5 - NEGOTIATION PROCEDURES**

- 5.1 It is the intent of both parties to begin negotiations in such a manner as to start a new Agreement not later than 90 days prior to the termination of this Agreement.
- 5.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 5.3 Negotiations shall be conducted by the duly authorized bargaining representatives of the Board and the duly authorized representatives of the Association.
- 5.4 The time and place of meetings for the purpose of negotiating shall be mutually agreed upon by both parties to such negotiations. The party requesting the meeting shall furnish the other in advance of the meeting with a notice of the subjects to be considered except in those instances where the urgency of the case precludes such advance notification.
- 5.5 The Association shall receive a reasonable amount of release time for meeting and negotiating pursuant to Government Code Section 3543.1.
- 5.6 The Board shall furnish the Association with copies of all budgetary and other information that are necessary for the Association to fulfill its role as the exclusive bargaining representative as soon as the information becomes available.
- 5.7 Not later than October 1, the Board shall furnish the Association with the placement of personnel on the respective salary schedules as of September 15.

**ARTICLE 5 - NEGOTIATION PROCEDURES (continued)**

- 5.8 No later than April 1 the District and the Association shall meet and negotiate in good faith over a successor Agreement in accordance with the procedure set forth herein.
- 5.9 The District and Association agree to investigate the practices of interest based bargaining. (3/97)

## ARTICLE 6 - GRIEVANCES

### 6.1 Definitions

6.1.1 A “grievance” is a charge by an employee of the District covered by the terms of this Agreement that said employee has been adversely affected or prejudiced by a violation or misapplication of the specific provisions of this Agreement or Board policy, or a charge by the Association alleging a violation or misapplication of the specific provisions of this Agreement or Board policy.

6.1.2 A “day” is any school day in which the central administration offices of the Buena Park School District are open for business.

6.1.3 The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant where the grievant is an employee. The “immediate supervisor” is the lowest level administrator having the authority to grant relief where the grievant is the Association.

### 6.2 Procedures

#### 6.2.1 LEVEL I (Informal)

Prior to the filing of a formal grievance, an informal effort to resolve the matter shall be undertaken between the grievant and the immediate supervisor; provided the grievant brings the matter to the attention of said supervisor within twenty (20) school days of the time it is alleged the action upon which the grievance is based took place or from the time the grievant becomes aware of the problem.

## ARTICLE 6 - GRIEVANCES (continued)

### 6.2.2 LEVEL II (Formal)

If the grievant and said supervisor are unable to reach a mutually agreeable solution by such informal effort, the grievant shall have fifteen (15) days after the grievance has been brought to the attention of the immediate supervisor to reduce the grievance to writing, setting out concisely the nature of the grievance and relief sought and submit to the immediate supervisor. Said supervisor shall furnish a written response to said grievant within ten (10) days upon receipt of said grievance.

### 6.2.3 LEVEL III

Should the supervisor expressly deny or fail to act, the grievant shall have the right to appeal to the District Superintendent. Said appeal shall be in writing, stating in detail the nature of the grievance and the relief sought. Within ten (10) working days or as soon thereafter as possible, the Superintendent shall hold a meeting with the immediate parties and their duly selected representatives, if desired, in an effort to resolve the grievance.

### 6.2.4 LEVEL IV

If the grievant is not satisfied with the decision at Level III, he/she may request the Association to submit the grievance to conciliation. The request shall be made within ten (10) days of the receipt of the decision, or from the expiration of the time limit for management's decision at



## ARTICLE 6 - GRIEVANCES (continued)

Level III. If the Association concurs with the grievant's request for conciliation, the Association shall, within fifteen (15) days of receipt of the grievant's request, submit a written request to the Superintendent for conciliation of the dispute and the District shall comply with the request. The parties will set a meeting with a conciliator from the California State Mediation and Conciliation Service as soon as reasonably possible for all parties.

### 6.2.5 LEVEL V

If the grievant is not satisfied with the decision at Level IV, he/she may request the Association to submit the grievance to arbitration. If the Association concurs with the unit member's request for arbitration, the Association shall, within fifteen (15) days of the request, submit a request in writing to the Superintendent for arbitration of the dispute and the District shall comply with the request, except in cases of disputed arbitrability which shall be provided for hereinafter. The Association and the District shall attempt to agree upon an arbitrator, and if no agreement can be reached within seven (7) days, the parties shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot. The fees and expenses of the

## ARTICLE 6 - GRIEVANCES (continued)

Arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses, including fees for witnesses and conferees, shall be borne by the party incurring them, except as provided elsewhere in this Article. The arbitrator's decision shall be submitted in writing to the Board of Trustees through the Superintendent, and they may accept, reject or modify such decision. The decision of the Governing Board is final on any grievance.

### 6.3 Right To Counsel

In the event that a grievance is submitted, no party involved in said grievance shall be denied the right to counsel at any step in the grievance procedure.

Counsel may be selected from the following:

- Any member of the Buena Park Teachers Association.
- Legal or other representation.

### 6.4 Purpose

6.4.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.4.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limit, however, shall be extended by mutual agreement.

## **ARTICLE 6 - GRIEVANCES (continued)**

6.4.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time may be shortened by mutual agreement.

### **6.5 Reprisals**

Reprisals taken against any employee, grievant or supervisor, in the processing of a grievance or participating in the grievance procedure also constitute grievances.

### **6.6 Association's Right to File a Grievance**

6.6.1 Upon the solution of a grievance, the agreements will be put in writing and both parties will receive a copy. If the action agreed upon is not carried out, the Association may file a grievance on behalf of an individual. The Association must have prior approval, in writing, from the individual concerned.

6.6.2 A grievance may be filed by a designated officer of the Association on behalf of the Association where the rights of the Association have been violated.



## **ARTICLE 7 - ORGANIZATIONAL SECURITY**

- 7.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.
- 7.2 Upon ratification of this Agreement, any unit member who is a member of the Association and anyone who becomes a member of the Association shall continue to be a member of the Association for the duration of the contract.
- 7.3 The right of payroll deduction for payment of organizational dues shall be accorded by the District exclusively to the association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. Association members, who currently have authorization cards on file for the above purposes, need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from the employees.
- 7.4 With respect to all sums deducted by the District pursuant to authorization of the employee for membership dues, the District agrees promptly to remit such monies to the Buena Park Teachers Association. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 7.5 Any employee, who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing



## **ARTICLE 7 - ORGANIZATIONAL SECURITY (continued)**

deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months.

- 7.6 Any employee, who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of a commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues; provided, however, that the employee may authorize payroll deductions for such fee in the same manner as provided in Section 6 of this Article. In the event that an employee shall not pay such fee directly to the Association, or authorize payment through payroll deductions as provided in Section 6, the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in Section 4.1.6 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

## **ARTICLE 7 - ORGANIZATIONAL SECURITY (continued)**

7.7 Any employee, 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; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, nonlabor organization charitable funds exempt from taxation under Section 501 [c] (3) of the Title 26 of the Internal Revenue Code:

1. American Cancer Society
2. Buena Park Boys and Girls Club
3. Foundation to Assist California Teachers (FACT)

7.8 Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 8 above, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of Sections 6 and 7 of this Article. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented in accordance with the timelines contained in Section 7 above.

7.9 Any employee seeking to invoke the provisions of Section 8 shall submit a detailed written statement establishing the basis for the religious exemption to

## **ARTICLE 7 - ORGANIZATIONAL SECURITY (continued)**

the Association. Within ten (10) calendar days of receipt of such application, the Association may reject the request if the Association has reason to doubt the veracity of the claimed objection.

- 7.10 With respect to all sums deducted by the District pursuant to this Article, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.

### **Hold Harmless and Indemnification:**

- a. The Association agrees to defend, indemnify and hold the District harmless against any civil action brought by any unit member challenging the legality of this Article or its implementation. The Association shall have the exclusive right to decide and determine whether any claim, liability, suit, or judgment made or brought against the District and/or Association shall or shall not be compromised, resisted, defended, or appealed.
- b. Upon receipt of notice of civil action against it, and/or the Association, or both of them, the district shall inform the Association of such action.

**ARTICLE 7 - ORGANIZATIONAL SECURITY (continued)**

- c. The Association, upon a compromise or settlement of such action, shall pay to the parties to such action all sums due under such settlement or compromise.
- d. The Association, upon final order and judgement of a court of competent jurisdiction awarding damages to any party(ies) in such action, shall pay to such party(ies) all sums owing under such order and judgment, including any attorney fees award issued by the court.



## ARTICLE 8 - SALARIES (See Appendix #1)

For 2014-15, the parties agree to restore the five (5) furlough days previously agreed to for the 2014-15 year, and that the base salary schedule will be increased by 4.0%, effective July 2, 2014; Unit members of record July 1, 2014 will be provided a one-time .5% off schedule payment; and effective February 1, 2015 the salary schedule will be increased by an additional .5%.

*For 2015-16, the parties agree to a 3% salary schedule increase, retroactive to July 1, 2015.*

### 8.1 Classification by Professional Preparation

Unit members shall *initially* be placed on the appropriate *column* of the salary schedule in accordance with the degrees and advanced preparation they have completed. *Upon presentation by a unit member of verifiable documentation supporting reassignment to a higher classification, reassignment to a new column placement shall become effective in accordance with the following document submission deadlines and pay cycles: on or before July 1 for the first monthly pay period of the school year; November 1 for the January pay period; or March 1 for the April pay period. Verification of new classification requirements must be no later than the first regular working day of the month following the November or March deadline.*

### 8.2 Statement of Intent

The deadline for submission of the "Statement of Intent" to *return and/or change employment status for the subsequent year* shall be on or before

## ARTICLE 8 - SALARIES (continued)

### ***March 1st.***

#### 8.3 Initial Step Placement

8.3.1 Unit members hired after July 1, 1997, shall be given credit for eight (2/98) years of previous professional experience and may start on the ninth step of the salary schedule at the time of initial placement on the salary schedule. Experience shall be granted for Peace Corps service as part of the eight years. Job related experience, for salary schedule placement purposes, shall include all experience in positions requiring certification qualifications.

8.3.2 Teachers hired before 1997-1998 with eight or more years of experience and who were on a salary step lower than step nine during 1997-1998, will be grandfathered to step nine as of that year, 1997-1998. (9/99)

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

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

#### 8.4 Retired Teachers Placement

Teachers who have retired from the District and who are subsequently rehired, for staffing Class Size Reduction classes, shall be credited with a maximum of eight (8) years of prior teacher experience for purposes of placement on the salary schedule. This provision will commence with the 1998-1999 school year.

## **ARTICLE 8 - SALARIES** (continued)

### 8.5 Lateral and Vertical Movement on the Salary Schedule

Any employee who has fulfilled unit requirements for salary placement shall move laterally and vertically, providing steps are available on the salary schedule.

### 8.6 Units

The District shall provide each unit member on request a statement of the number of semester units that the District has on file for him. No more than ten requests per week will be honored.

### 8.7 Special Assignment Salary Schedule

The following teachers shall receive a four percent (4%) job classification factor: special education teachers, resource specialists, resource teachers, and speech therapists. The salary of district psychologists shall be calculated by adding fifteen percent (15%).

### 8.8 Traveling Unit Members

Unit members who may be requested to use their own automobiles in the performance of their duties and unit members who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate established by the Internal Revenue Service (IRS) (2/99) per mile.

A psychologist that provides services to more than 80% of the District's NPS/NPA caseload shall receive a \$125 per month mileage stipend in lieu of actual mileage reimbursement.



## ARTICLE 8 - SALARIES (continued)

8.9 Teachers required to work beyond the normal working day will be paid at the rate of *\$34.50 per hour effective April 25, 2016 on ratification by both parties*, for the following activities:

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

*Teachers will receive a one-time payment of \$50 per current unit member in recognition of extra hours worked during the 2015-16 school year prior to the effective date of the aforementioned hourly rate increase.*

Such paid assignments must have prior approval of the Superintendent.

8.10 Psychologists who are required to work extra days shall be paid their per diem rate.

8.11 Summer school teachers shall work five hours per day at the rate of *\$34.50 per hour, effective April 25, 2016 and a one-time payment of \$50 per current unit member in recognition of extra hours worked during the 2015-16 school year prior to the effective date of the aforementioned hourly rate increase.*

8.12 Teachers shall be compensated for hours worked beyond the teacher's normal workday for mandated programs that have received prior approval by the Governing Board. Teachers shall be compensated at a rate of *\$34.50 per hour,*



**ARTICLE 8 - SALARIES** (continued)

*effective April 25, 2016 and a one-time payment of \$50 per current unit member in recognition of extra hours worked during the 2015-16 school year prior to the effective date of the aforementioned hourly rate increase.*

- 8.13 Teachers who participate in a school approved *overnight educational* program, *conducted during calendared instructional days*, shall receive a stipend of *\$100* per day effective July 1, *2015*.
- 8.14 The District will pay teachers on special assignment their individual daily rate for days worked in excess of their contract year. (9/99)
- 8.15 Beginning Teacher Support and Assessment (BTSA) Support Providers Special Education Intern Peer Coaches will be compensated at \$1,500 per assigned teacher with a maximum of two (2). The BTSA Coordinator shall receive a \$2,000 stipend and release time as required.
- 8.16 The District will pay a *\$500* stipend, *effective July 1, 2015*, per elementary school site for these assignments: Student Council, Yearbook, Math Team. (9/99)
- 8.17 The District will pay that portion of the substitute salary to a Buena Park Junior High School teacher who is substituting during his/her conference period. (9/99)
- 8.18 Subject to availability of Title II Enhancing Education Through Technology categorical funds, the District will continue to pay a \$5,000 stipend, to employees serving as the Technology Lead.

ARTICLE 8 - SALARIES (continued)

**8.19** *Effective July 1, 2015 the District will provide a \$2,500 annual stipend for any teacher holding a current National Board Certification and provide a \$1,200 annual stipend for any unit member that holds a doctoral degree from a nationally accredited university.*

## ARTICLE 9 - EMPLOYEE BENEFITS

The Governing Board and the Buena Park Teachers Association agree to participate in the *Self Insured Schools of California (SISC)* as per conditions stated in Memorandum of Understanding dated November 4, 1993 (attached). For 2009-10, the parties agree that the District will discontinue the Blue Cross and Kaiser HMO 'A' medical plans for unit members, and that BPTA unit members will continue participation in the Blue Cross and Kaiser HMO 'B' plans.

### 9.1 Medical Insurance

Effective January 1, 2011, the parties agree that District provided dental plan design will be changed to reflect:

1. Employee's dependent annual maximum shall be \$2,500; and
2. Establish an out-of-network co-pay of \$100 for all plan participants.

Kaiser Permanente (Policy No. *238177-0016*)  
Blue Cross California Care (Policy No. *57AMTA*)  
Blue Cross Prudent Buyer (Policy No. *40777A*)  
Delta Dental Services - Family Coverage (Group No. 7041-1401)  
Vision Service Plan - Employee Coverage - \$15.00 deductible (Policy *9430-00001*)

The district will provide for employee paid supplemental vision care for eligible employee dependents.

### 9.2 Life Insurance

During 2005, at the earliest practical time following ratification of the agreement, the District shall make available to unit members a life insurance policy, paid for by the District, at the amount of \$20,000. As of 1/01/02 - Reliance Standard Life Insurance (GL *153634*)

## **ARTICLE 9 - EMPLOYEE BENEFITS (continued)**

### **9.3 Accidental Death & Dismemberment**

Mutual of Omaha - \$1,000 District paid, additional coverage available.

- 9.4 No person shall be eligible for coverage as an employee and as a dependent of an employee at the same time. In addition, no person shall be eligible for coverage as a dependent of more than one employee at the same time. If the subscriber's spouse is an employee of the District, the District guarantees a continuation of existing medical coverage to the subscriber's family in the event of death; the employee (spouse) will then automatically become the subscriber. BPTA will appoint unit members for a District Health Benefits committee to identify cost savings opportunities for district medical plans, and effective January 2014, medical plan contribution for unit members will be established at 4% (single), 6% (party) and 8% (family) for all district medical plan options. The above medical premium contributions shall be paid by payroll deduction. Unit members subject to these payments shall have the option of utilizing the existing IRS Section 125 Plan to reduce out-of-pocket premium costs. Employees married with another District employee may choose one of the following options:

1. Both employees will be covered under one employee plan - either the Kaiser plan, HMO plan, or PPO plan. If selected, the employee contribution will be waived by the District.



## **ARTICLE 9 - EMPLOYEE BENEFITS** (continued)

2. One employee may choose a two party plan or family plan, and the other spouse may pick an employee only plan. If selected, the employee contribution will be required by the District.

Additionally, BPTA and the District agree that effective January 1, 2006, the Blue Cross "High Option" PPO benefit plan will be replaced with the Blue Cross "Low Option" (attachment 1) PPO benefit plan and offered to unit members. BPTA agrees to annually appoint seven (7) members to participate in the District's Insurance Committee for the purpose of reviewing health insurance benefits and utilization, ensuring effective communications regarding benefits, and other issues of importance.

### 9.5 Medicare Coverage

The Board agrees to make Medicare coverage available to those employees who are currently not eligible. This provision will be effective beginning November 1, 1990. Each participating employee will be responsible for paying the employee's share of the cost of Medicare.

9.5.1 The District shall participate in the division (election) for Medicare coverage as provided by AB 265/89 and Government Code Section 22009.03 et. seq. for employees who are members of STRS and were hired before April 1, 1986. This shall be a one-time irrevocable option for said employees to obtain quarters for Medicare coverage as offered by the Social Security Administration.

**ARTICLE 9 - EMPLOYEE BENEFITS (continued)**

- 9.5.2 Said employees shall contribute the applicable rate as determined by the Social Security Administration. The District shall contribute a matching amount.
- 9.5.3 Said employees shall participate effective November 1, 1990, pursuant to the procedures set forth by STRS and the Social Security Administration. The district shall take the necessary steps to commence payroll deduction for participating employees' contributions and shall commence making its matching contributions as soon as practical following the division.
- 9.5.4 The District shall place employee contributions and its matching contribution into an escrow or like account and shall encumber these funds specifically for Medicare contributions, except as provided below.
- 9.5.5 Interest earned by the encumbered shall accrue to the District to offset administrative costs associated with the implementation of the program.
- 9.5.6 Participating employees who terminate service with the District prior to the disbursement of the encumbered account shall be able to withdraw contributions to the extent allowed by STRS and SSI made by them to the encumbered account. The amount of such withdrawal shall not include any interest or any portion of the District's matching funds.
- 9.5.7 Should the death of a participating employee occur prior to the disbursement of the encumbered account, the District shall pay from the encumbered account to the extent allowed by STRS and SSI to the

## **ARTICLE 9 - EMPLOYEE BENEFITS (continued)**

beneficiary of the deceased employee on record with the District, or to the estate of the deceased employee, if no beneficiary is on record, and amount equal to the employee's contribution to the encumbered account. This amount shall not include any interest or any portion of the District's matching funds.

9.5.8 At the onset of contribution to the encumbered account, the District shall double deduct for a number of months equal to the number of months for which contributions had not been made since November, 1990. The District shall make its matching contribution in a like manner.

9.5.9 The District shall provide the Association a list of the employees eligible to participate in the division.

### **9.6 Health Benefits**

9.6.1 Unit members on Board-approved leaves of absence without pay shall have the option to continue to receive active employee health insurance coverage for the period of the leave upon monthly reimbursement to the Governing Board at the group rate.

9.6.2 The District shall provide the same percentage of medical contributions for medical insurance premiums to an employee retiring after reaching the 55<sup>th</sup> birthday as is provided for a regular employee providing said unit member has served five (5) consecutive years of



## **ARTICLE 9 - EMPLOYEE BENEFITS (continued)**

service to the District prior to retirement. For the employees who are hired on or after July 1, 1983, the District will provide the same percentage of medical insurance premiums as granted to a regular employee providing that said employee has served ten (10) consecutive years of service to the District prior to retirement. If the retired employee wishes to add a dependent(s), the retired employee must contribute an amount equal to the premium differential for an additional dependent based on the tiered single and two-party rate structure provided by the medical benefit carrier. Board-approved leave shall constitute a year of service for the purpose of eligibility for this benefit. This benefit shall cease when the employee becomes eligible for Medicare.

### **9.7 Salary Protection Insurance**

Unit members may participate in the salary protection plan chosen by the Association with the District providing payroll deduction for this purpose.

### **9.8 Tax Sheltered Annuities**

Unit members may participate in an approved tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.

### **9.9 Medical Examinations and Tests**

Any medical examination required by the District shall be paid for by the District.



## ARTICLE 9 - EMPLOYEE BENEFITS (continued)

### 9.10 Employee Assistance Program

The District will provide at no cost to each unit member The Blue Cross EAP program provided by the Metropolitan Employees Benefits Association (MEBA).

### 9.11 Duration of Benefits

Benefits provided by above sections shall be provided for a full twelve months each year.

### 9.12 IRS Section 125

An IRS Section 125 plan to be implemented for eligible employees on February 1, 1992, with American Fidelity as the carrier.

## ARTICLE 10 - SICK LEAVE

- 10.1 All full-time employees of the school district covered by the terms of this Agreement, are entitled to ten (10) days leave of absence each year for illness or injury including periods of disability or incapacitation for pregnancy or childbirth. Bargaining unit members shall be entitled to earn one (1) additional day of leave equal to the length of their daily summer school assignment. If such employee does not take the full amount of sick leave allowed in any one school year, the amount not taken shall be accumulated from year to year without limitation.
- 10.2 If a unit member has utilized all accumulated sick leave and is still absent from duty on account of illness accident for a period of five school months or less, then the amount of salary deducted in any month shall not exceed the sum which would have been paid a substitute during the full period of absence. The five months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which the unit member is eligible have been exhausted.
- 10.3 Notwithstanding section 2, unit members for the first year of service only, shall receive no less than fifty percent of their per diem rate of pay for the period they are eligible to receive the extended leave benefits described in section 2.
- 10.4 In the event a teacher is ill on a parent/teacher conference day, the principal will make every reasonable effort to provide the time to conduct conferences

**ARTICLE 10 - SICK LEAVE (continued)**

during the regular school day.

- 10.5 Teachers whose unused sick leave will not count toward retirement will receive 35% of a substitute's daily rate for any unused sick days at the time of retirement from the Buena Park School District. (3/97)

10.6 Catastrophic Leave Bank (5/98)

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

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

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

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

10.6.3 A unit member may donate up to two (2) days to the Bank annually, so long as the minimum number of accumulated sick

## **ARTICLE 10 - SICK LEAVE (continued)**

leave days available from the prior years' accumulations in the unit member's own sick leave account does not fall below ten (10) days.

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

10.6.5 Leave from the bank may not be used for illness or disability which qualifies the unit member for workers' compensation benefits unless he/she has exhausted all workers' compensation leave and his/her own paid leave.

10.6.6 When a unit member can reasonably be presumed to be eligible for disability retirement under STRS or, if applicable, Social Security, he/she may be asked to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) days of the request, will disqualify the unit member from withdrawing sick leave from the Bank.

10.6.7 Following initial enrollment, bargaining unit members may join the Bank during the annual open enrollment period (October 1 -



**ARTICLE 10 - SICK LEAVE (continued)**

October 31 only).

- 10.6.8 A unit member wishing to use this Bank shall submit a "Certificated Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Personnel Office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.
- 10.6.9 The Sick Leave Bank Committee shall consider the request of the unit member within ten (10) calendar days of the request form being filed with the Personnel Office. This Committee shall consist of two members selected by the District, three members selected by the Association, and one from the Personnel Office to provide information who shall be a non-voting member of the Committee. Approval of the request shall require a majority vote of the voting Committee members. The decision of the Committee shall be final.
- 10.6.10 The maximum number of duty days a unit member will be allowed to request at one time for a single catastrophic

**ARTICLE 10 - SICK LEAVE (continued)**

illness/injury shall not exceed twenty-five (25) work days. A unit member may request a specific number of days when the request is submitted on the form available in the Personnel Office. The unit member may request up to an additional twenty-five (25) work days, should the condition continue, by filing an additional request for consideration by the Committee.

10.6.11 Any days approved by the Sick Leave Bank Committee that are unused by the unit member shall be returned to the Bank.

10.6.12 If a unit member uses a day from the Bank, pay for that day shall be at the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donors recipients.

10.6.13 During September of each year, the Payroll Office shall provide the Association with a statement specifying the number of days available in the Bank as of September 1 of that year and the number of days used in the previous year.

10.6.14 Donated days not used in any given year shall be carried over for use in a subsequent year and shall remain a part of the Bank. If, in any given year, the request(s) for utilization exhausts the number of days in the Bank, the Bank will be closed for the remainder of the year. By mutual agreement, the

## **ARTICLE 10 - SICK LEAVE (continued)**

District and Association can agree to solicit unit members for an additional donation of days.

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

10.6.16 Hold Harmless. The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf, or on the behalf of any unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or implementation of Section 10.6.

## ARTICLE 11 - VERIFICATION OF ILLNESS

11.1 Under normal circumstances, after five (5) consecutive days of illness, the District may require a physician's certificate acceptable to District showing inability to work.

### 11.2 Return to Service

A teacher shall notify the District Office no later than 2:00 p.m. if he/she will not be returning to work the next day. In the event the teacher does not notify the District Office by 2:00 p.m. of his/her intent to be absent the following day, the substitute will be released. In the event that a teacher has released his/her substitute and is unable to return to work the following day, the teacher shall report his/her absence as soon as he/she realizes he/she cannot report to work. (12/00) It shall be the responsibility of the regular teacher to confer with the principal in regard to the substitute's performance.

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

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



## **ARTICLE 12 - PERSONAL NECESSITY LEAVE**

- 12.1 Definition. Personal necessity means any personal activity which cannot be conducted before or after the school day. Any day of absence for illness or injury earned pursuant to Education Code Section 44981 may be used by the employee at his election for reasons of personal necessity including the following:
- 12.2 Personal necessity leave days may be used at the employee's option except for cases of work stoppage, concerted employee activity, or recreational purposes.
- 12.2.1 Teachers with over thirty (30) days of sick leave may use one (1) day of personal necessity leave without restriction and shall also be able to use an additional day for each additional twenty (20) days of sick leave over thirty (30) days. (2/98)
- 12.2.2 Days used for personal necessity are deducted from accumulated sick leave.
- 12.2.3 Advance notice to the principal is required, except in cases of emergency when notification would be impossible.
- 12.3 The District may reopen negotiations on the establishment of a limit on the number of sick leave days which may be used annually for Personal Necessity Leave if it is determined by a court of competent jurisdiction that such a limit is negotiable.

## **ARTICLE 12 - PERSONAL NECESSITY LEAVE** (continued)

### **12.4 Educational Services Leave**

The Board shall grant a unit member paid leave of absence to accept an appointment for service on a California State Department Committee or Commission, a United States Department of Education Committee or Commission. This leave shall be granted for the length of the appointment plus travel time.

12.4.1 Request for service leave of absence shall be made upon receipt of appointment.

12.4.2 The Board shall pay a unit member on educational service leave of absence the full salary to which that unit member is entitled for the period of such leave.

12.4.3 A unit member on an educational service leave of absence shall be entitled to all benefits accorded under this Agreement and the time spent on educational service leave of absence counts towards salary step advancement.

12.4.4 Any salaries or fees received above expenses paid for by the agency would be reimbursed to the District.

### **ARTICLE 13 - ABSENCE DUE TO BEREAVEMENT**

Employees shall be allowed three (3) working days of absence if in state within 200 miles; four (4) working days of absence if in state over 200 miles, and five (5) working days if out of state at full salary compensation at the time, and in the event of the death of any member of his immediate family as defined in this Agreement.

Permission to use this policy for other relatives and additional days travel time within the state may be granted by the Superintendent under extenuating circumstances. These days will not be deducted from accumulated sick leave.

**ARTICLE 14 - ABSENCES FOR JUDICIAL AND OFFICIAL COURT  
APPEARANCES, EDUCATION CODE SECTION 44035**

14.1 Any employee who is required to be a witness in litigation not instituted by himself shall be allowed full salary for the first day of such required court attendance and one-half daily salary, thereafter for each succeeding day up to a maximum of five (5) days of such required attendance.

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

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



## ARTICLE 15 - LEAVE OF ABSENCE - SPECIAL

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

## **ARTICLE 16 - ASSOCIATION LEAVE**

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

## ARTICLE 17 - LEAVE FOR OVERSEAS TEACHING

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



## **ARTICLE 18 - REPORTING EMPLOYEE ABSENCES**

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

## **ARTICLE 19 - MATERNITY LEAVE**

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

## **ARTICLE 20 - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

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

- 20.1 Industrial accident leave with full pay shall be allowed for up to 72 working days in any fiscal year for any given industrial accident. When such a leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same industrial accident.
- 20.2 When a person employed in a position requiring certification qualifications is absent from his duties on account of an industrial accident or illness, he shall be paid such portion of the salary due him for any month in which the absence occurs as, when added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him of not more than his full salary.
- 20.3 The employee shall provide, upon District request, verification by the authorized Worker’s Compensation physician of the reason for absence.
- 20.4 An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker’s Compensation physician certifying the employee’s ability to return to his or her position classification without restrictions or detriment to the employee’s physical and emotional well-being.

## ARTICLE 20 - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

(continued)

- 20.5 When entitlement for industrial accident leave has been exhausted, the employee may elect to use any sick leave, vacation, or other paid leave to which he is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the employee of not more than his full salary less appropriate deductions.
- 20.6 When all available paid leaves have been exhausted and the employee is not able to resume the duties of his position, he may elect to resign or to request a leave of absence without pay, or he shall be placed on a re-employment eligibility list for a period of 39 months.
- 20.7 Any employee receiving benefits as a result of this policy shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 20.8 At the beginning of the school year, the District shall provide each unit member with notice, in writing, that he/she has the right to designate a primary physician for treatment in the event of a work related injury. The District shall also provide a form for designating the primary care physician which the unit member must file with the District. Unit members hired after the beginning of the year shall be given this information as part of their employment packets from the District.



## ARTICLE 21 - SABBATICAL LEAVE

21.1 Sabbatical leave may be granted for the following purposes:

21.1.1 Graduate study in any recognized university or college.

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

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

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

21.4 Leave may be granted to not more than three members of the staff in any one  
school year. Seniority within the District will be the determining factor if  
more than three employees wish to take a sabbatical leave in the same year.

21.5 Specific Regulations Governing Sabbatical Leave of Absence

21.5.1 Eligibility

Any certificated employee under the age of 62 years, who has  
satisfactorily completed seven (7) full years of service in the  
schools comprising the Buena Park School District, shall be  
eligible to apply for sabbatical leave once in each eight (8) years.  
A full year of service shall consist of seventy-five percent of the  
school year, without absence for illness or other cause.

21.5.2 Application for Leave

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

## ARTICLE 21 - SABBATICAL LEAVE (continued)

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

### 21.5.3 Concerning Retirement

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

### 21.5.4 Rate of Compensation

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

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

**ARTICLE 21 - SABBATICAL LEAVE (continued)**

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

21.5.5      Methods of Payment

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

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

## ARTICLE 21 - SABBATICAL LEAVE (continued)

employee. The employee should make arrangements with the school district office for disposition of his salary warrant each month:

21.5.5.2.1 Written appointment of a bank or depository to receive his salary, OR

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

### 21.5.6 Return to Position and Required Report

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

21.5.6.2 Employee will signify, not later than June 1



## ARTICLE 21 - SABBATICAL LEAVE (continued)

following the leave, intent to return to duty.

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

### 21.5.7 Other Details of Policy or Procedure

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

**ARTICLE 21 - SABBATICAL LEAVE (continued)**

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

21.5.8 Sabbatical Leave Service and Absence

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

## ARTICLE 22 - DISABILITY LEAVE

- 22.1 The District will grant a leave of absence to any employee who has applied for STRS disability allowance, not to exceed 30 days beyond final determination of eligibility by STRS. If the employee is determined to be eligible, such leave will be extended for the term of the disability, not to exceed thirty-nine (39) months from the date of eligibility.
- 22.2 Prior to any return to service the employee on leave pursuant to this article will submit to an examination by a physician or appropriate practitioner of the District's choice at the District's request and expense.
- 22.3 If the physician or appropriate practitioner finds that the employee is not fit to return to service and as long as the employee continues to be eligible for disability allowance, the employee will continue on disability leave until:
- 22.3.1 thirty-nine (39) months from the date of eligibility, or
  - 22.3.2 the employee returns to service upon reapplication and finding of fitness.
- 22.4 An employee on disability leave may re apply for return to service under the provisions of this article no more than once a semester during his/her leave as long as he/she is eligible for STRS disability benefits.
- 22.5 If the physician or appropriate practitioner finds that the employee is not fit to return to service and either:
- 22.5.1 the employee's eligibility for disability allowance has ended, or
  - 22.5.2 the employee's eligibility for disability allowance will end within the next semester, or

## **ARTICLE 22 - DISABILITY LEAVE (continued)**

- 22.5.3 STRS rejects the employee's application for eligibility, then, the employee may make, and the District will honor, a written request for an additional independent examination by a physician or appropriate practitioner mutually agreeable to the District and the employee. The cost of the independent examination will be shared jointly by the District and the employee.
- 22.6 If an independent examination does not find the employee fit to return to service or the employee waives an independent examination in writing, the District will, at the District's option:
- 22.6.1 place the employee on regular sick leave with all rights and benefits therein; or,
  - 22.6.2 return the employee to service at the employee's regular rate of pay in a capacity for which the employee is fit; or,
  - 22.6.3 initiate dismissal action pursuant to the provisions of the California Education Code.



## ARTICLE 23 - VOLUNTARY EARLY RETIREMENT

### 23.1 Qualifications

- 23.1.1 An employee would be eligible for the voluntary early retirement program by serving satisfactorily in the District for a minimum of fifteen (15) years.
- 23.1.2 Only persons who have attained the age of fifty-five (55) shall be eligible for this program.
- 23.1.3 Employee opting for this program will be denied employment each year for cause only. The limit an employee could work is five years or age sixty-five (65), whichever comes first.
- 23.1.4 Participation in the program must be approved by the school board prior to the retirement.
- 23.1.5 The reduced workload retirement program (Willie Brown) is available to certificated employees.

### 23.2 Function

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

## **ARTICLE 23 - VOLUNTARY EARLY RETIREMENT (continued)**

- 23.2.1.1 working on staff development and inservice programs
- 23.2.1.2 helping with testing programs
- 23.2.1.3 compiling test data as it relates to reading and math profiles
- 23.2.1.4 orienting and providing assistance to staff
- 23.2.1.5 upgrading curriculum guides and other learning materials, and
- 23.2.1.6 any other project that would be mutually agreed upon by the retiree
- 23.2.1.7 substitute teacher.

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

## ARTICLE 24 - WORKDAY

Unit members recognize that each workday, the success of District students and programs hinges on effective personnel.

At all times each Unit member's conduct should enhance the integrity of the District and the goals of the educational program.

Unit members shall exercise the highest ethical standards, exhibit professional behavior, follow district policies and regulation, and exercise good judgment when interacting with students and other members of the school community.

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

24.1 The workweek for a full-time employee shall be thirty-seven and one-half (37.5) hours, to be rendered in units of seven and one-half (7.5) consecutive hours of school based service per day, inclusive of not less than a thirty (30) minute duty free lunch period. The seven and one-half (7.5) hours of school based service shall be structured, directed or modified by the immediate supervisor in conformity with the employee's job description.

24.1.1 The workweek for junior high school teachers shall be thirty-seven hours and fifty five minutes, to be rendered in units of seven hours and thirty five minutes of school based service per day, inclusive of not less than a forty (40) minute duty free lunch

## **ARTICLE 24 - WORKDAY (continued)**

period. The seven hours and thirty five minutes of school based service shall be structured, directed or modified by the immediate supervisor in conformity with the employee's job description.

24.2 Additionally, employees covered by this Agreement may be required to render reasonable additional hours of required service associated with the duties directly related to their assignment. Any additional hours of required service beyond the seven hours and thirty minutes shall not result in more than a nine (9.0) hour workday and shall be limited to two days per month, excluding participation in Back to School and Open House activities. In such a case, at least one (1) week advance notice shall be provided to the employees.

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

24.4 There shall be two (2) conference days during the school year. The time schedule shall be determined by the school principal after consultation with the staff.

24.5 The workweek for District psychologists shall be forty (40) hours, to be rendered in units of eight (8) consecutive hours of service per day, inclusive of not less than a thirty (30) minute duty free lunch period. The eight (8) hours



## **ARTICLE 24 - WORKDAY (continued)**

of service shall be structured, directed, or modified by the immediate supervisor in conformity with the employee's job description.

24.6 Junior high teachers shall be given one planning period per day.

24.7 Teachers shall be allowed to leave on the last duty day immediately after they have been checked out by the site administrator or his/her designee.

The District will make every effort to expedite and facilitate checkout.

24.8 By the eleventh (11<sup>th</sup>) student day, teachers in grades kindergarten through six (K-6) shall be provided one period per week (approximately 45 minutes) of planning time for instructional purposes.

24.9 Unit members shall be provided one day of professional planning time on the day prior to the first student day of the year when classroom preparations and lesson plans are adequately prepared for the start of school.

24.10 In each trimester (1) minimum instructional day will be scheduled for the purpose of providing structured collaboration time for teaching staff during the remainder of the workday. Collaborative activities shall be scheduled by the school administrator and are intended for student assessment and data analysis activities. In addition to the above, one (1) minimum day per trimester (K-6), and one (1) minimum day per quarter (Grades 7-8) will be scheduled to provide planning time to work on report cards. Such days will be provided on any day but Thursday.

24.11 Reasonable efforts will be made to schedule Individual Educational Plans (IEPs) during the unit member's regular workday. If an IEP meeting

## **ARTICLE 24 - WORKDAY** (continued)

continues outside a unit member's regular workday more than one half hour, participation will be on a voluntary basis, or another meeting will be scheduled.

### **24.12 Inservice Leave**

Kindergarten through sixth grade teachers will be given one day for planning time each school year. An additional planning day shall be granted to pursue activities that will improve student reading achievement. Ordinarily, such time shall be used within the limits of the District and must be taken no later than June 1. Prior approval of the principal for such time is required. Psychologists may apply for two days inservice leave at any time during the school year to attend professional conferences. Such applications shall be delivered to the psychologist's supervisor for approval by the Governing Board.

24.13 A committee of three (3) administrators and three (3) BPTA representatives will be formed to develop recommendations for teacher release and collaboration time to support quality first instruction, effective intervention strategies and common core staff development. Recommendations shall be jointly submitted to BPTA and District bargaining teams for consideration within the 2013-2014 bargaining period.

## **ARTICLE 25 - SHARED CONTRACTS**

- 25.1 Subject to the approval of the Governing Board, two employees may enter into an agreement with the District whereby the two employees agree to share a single position by each working a percentage of the hours as agreed. Each employee shall receive a pro rata share of the salary of the position and each employee shall receive a pro rata share of the health and welfare benefits of the position, or the two employees may agree that one of the employees shall receive all of the health and welfare benefits.
- 25.2 As part of the agreement, each employee shall authorize the District to withhold that portion of the cost of health and welfare benefits agreed to pursuant to paragraph 25.1 of this article and Article IX of this agreement or elect not to receive the benefits.
- 25.3 The agreement shall be for one year only, and each employee shall have the option to return to his/her full-time position the following school year. The Governing Board and the teachers may renew the agreement by mutual consent.
- 25.4 In the event one of the two employees fails to fulfill any of the terms of the agreement or resigns, the District may require the other employee to begin working full-time upon ten days written notice.
- 25.5 Employees currently serving in shared assignments shall be allowed to continue under current arrangements.
- 25.6 Effective July 1, 2008, new job sharing arrangements may be allowed for a period of up to five (5) years except where significant life events may warrant otherwise.



## **ARTICLE 26 - EVALUATION OF PERSONNEL**

A committee of three (3) administrators and three (3) BPTA representatives will be formed to develop recommendations for amendment to existing teacher evaluation tools to promote effective instruction, observation and feedback as related to Common Core teaching practice. Recommendations shall be jointly submitted to BPTA and District bargaining teams for consideration within the 2015-2016 bargaining.

26.1 The provisions of this article outline the procedures to be utilized in the evaluation of certificated employees as set forth in Education Code Section 44660.

26.1.1 The primary goal of evaluation is the improvement of instruction. Therefore, in conjunction with the California Standards for the Teaching Profession, the criteria and procedures described below are to assess certificated employee competency as it reasonably relates to the following:

26.1.1.1 Progress of pupils toward standards of expected pupil achievement as established by the Board.

- a. Standard 1: Engaging and Supporting All Students in Learning
- b. Standard 2: Creating and Maintaining Effective Environments for Student Learning
- c. Standard 3: Understanding and Organizing



## ARTICLE 26 - EVALUATION OF PERSONNEL (continued)

subject Matter for Student Learning

- d. Standard 4: Planning Instruction and Designing Learning Experiences for All Students
- e. Standard 5: Assessing Students for Learning
- f. Standard 6: Developing as a Professional Educator

26.1.2 At a goal setting conference prior to *the end of the sixth week of school*, the evaluator and the evaluatee shall identify anomalies such as class size, abilities of the learners, availability of support personnel, the learning environment provided, working conditions, and other pertinent factors. The methods to be utilized to measure teacher practice to CSTP standards and pupil progress toward standards of expected achievement shall be determined by mutual agreement at this conference. Items may be added to or deleted from this agreement as conditions change during the school year. The evaluator and the evaluatee will hold a conference prior to the formal written evaluation and at other times as needed. Employees who are hired after October 15 or whose job duties are modified after the beginning of school shall have a

## **ARTICLE 26 - EVALUATION OF PERSONNEL (continued)**

proportional amount of time beyond October 15 to prepare goals and objectives and meet with the evaluator to achieve mutual agreement on these goals and objectives.

26.1.3 An evaluation which assesses lesson effectiveness must be based on at least one observation in which the evaluator has advance information regarding the goals and objectives of the lesson being observed. At least twenty-four hours prior to most observational visitations for the purpose of assessing classroom instruction, the employee and the evaluator should agree on the lesson to be observed and the time and date of the visitation. Such observations shall normally last at least the full lesson or an agreed-upon time.

26.1.4 Probationary and temporary employee evaluations shall be made on a continuing basis at least once each school year and transmitted to the employee no later than thirty days (30) prior to the last instructional day of the school year.

26.1.5 Permanent employee evaluations shall be made on a continuing basis at least once every other school year and transmitted to the employee no later than thirty days (30) prior to the last instructional day of the school year.

26.1.6 It is primarily the responsibility of the school principal or chief

## ARTICLE 26 - EVALUATION OF PERSONNEL (continued)

site administrator to evaluate each certificated employee in the school. Employees serving more than one site shall be evaluated by the chief site administrator at the school where the employee serves the major portion of the work week. Employees with districtwide assignments shall be evaluated by an administrator designated by the District. Permanent teachers may be evaluated by assistant principals with the teacher's consent. No unit member shall be required to evaluate or participate in the evaluation of another unit member.

- 26.1.7 Teachers will receive the written report of a supervisor's observation within eight (8) working days of the observation. (3/97) The employee and the evaluator shall meet after each written evaluation to review the content of the evaluation. Following the review, the employee shall sign the evaluation to indicate that it has been received and reviewed and that the employee has been given a copy. The employee's signature does not necessarily signify agreement with the content of the evaluation.
- 26.1.8 The employee may prepare and submit a written response to the evaluation within ten (10) days of the review. After the ten (10)

## **ARTICLE 26 - EVALUATION OF PERSONNEL (continued)**

day response period, any written response shall be attached to the formal written evaluation before it is placed in the employee's personnel file.

26.1.9 In the formal written evaluation, the evaluator shall cite the specific qualities, abilities, or deficiencies of the employee and make specific recommendations for improvement, if necessary. If the employee is not performing satisfactorily in any area, the evaluator shall describe the specific area of unsatisfactory performance. If such areas of unsatisfactory performance are identified, the evaluator shall meet with the employee, make specific recommendations for improvement, and offer any materials or assistance to aid the plan of improvement. Attendance at or participation in voluntary school activities shall not be reflected negatively in the evaluation of certificated employees. (3/97)

26.1.10 The District shall not take adverse action against an employee based upon the employee's instructional performance unless an evaluation of such performance has been placed in the employee's personnel file. No employee shall be reprimanded, disciplined, transferred, reduced in rank or privilege, or given an adverse evaluation without reasonable and just cause.



## **ARTICLE 26 - EVALUATION OF PERSONNEL (continued)**

Evaluations shall be based on substantiated evidence. Hearsay evidence shall be excluded from written evaluations.

- 26.1.11 The District shall maintain the employee's personnel file at the District's central office. Any files kept by the employee's immediate supervisor shall not contain any materials not found in the district office file. The contents of all personnel files shall be kept in the strictest confidence.

### **26.2 Personal and Academic Freedom**

- 26.2.1 The District shall not inquire into, nor predicate any adverse action upon an employee's personal, political, or organizational activities or preferences that do not affect employee competency.
- 26.2.2 It is recognized and agreed that the welfare of students is served through the introduction and open exchange of ideas, materials, and positions which may be deemed by some to be unpopular or controversial. Such materials are subject to review by the principal and staff, but may not be prohibited without such review.
- 26.2.3 The District shall not interfere with a teacher's freedom of speech or use of materials in the classroom unless such speech or materials are found, after review, to be clearly unacceptable to the school community.

**ARTICLE 26 - EVALUATION OF PERSONNEL (continued)**

26.2.4        Grades given a student by a teacher shall be final and not  
subject to alteration except as provided in the Education Code.

## ARTICLE 27 - TRANSFER

### 27.1 Definition

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

#### Definitions:

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

27.1.1.2 It is a reassignment if a new class is being formed but

## ARTICLE 27 - TRANSFER (continued)

restructuring/rearranging of classes does not require the hiring of an additional teacher or transfer of a teacher to the school site.

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

27.1.3 Involuntary transfer is initiated by the District.

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

27.1.5 Seniority refers to the number of years a teacher has taught in the Buena Park School District.

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

### 27.2 Criteria for Transfer

27.2.1 The criteria for filling vacancies shall be the following listed in priority order:



## ARTICLE 27 - TRANSFER (continued)

27.2.1.1 Instructional needs of the District.

27.2.1.2 Preference of unit member.

27.2.1.3 Seniority of the unit member.

27.2.2 The criteria for selection of involuntary transfers shall be the following listed in priority order:

27.2.2.1 Instructional needs of the District.

27.2.2.2 Least senior.

### 27.3 Voluntary Transfer

27.3.1 Any credentialed unit member may request a transfer within the District for personal or professional reasons by submitting a request for transfer to a site in the District to the Superintendent.

27.3.2 Throughout the school year, the Superintendent shall cause to be posted in the District Office and in each building while school is in session, a notice of every known vacancy. During the summer, vacancies will be posted at the District Office and mailed to the Association Office (NOCUT) until July 31. Any unit member wishing a transfer to one of such vacancies shall apply in writing within two days - five days during the summer - following such notification.

27.3.3 Teachers shall be allowed to trade positions for one year if both

## ARTICLE 27 - TRANSFER (continued)

parties agree to do so with the approval of the two principals of the schools involved.

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

27.3.5 Teachers with seven (7) or more years in a special education position will be assigned, upon request, to a regular classroom assignment for at least one year if a qualified replacement can be found.

### 27.4 Involuntary Transfer

27.4.1 Involuntary transfer of personnel within the District may be necessary in such cases as:

27.4.1.1 Enrollment changes

27.4.1.2 School closure

27.4.1.3 Racial, ethnic or gender balancing of school staff as required by law

27.4.1.4 Instructional needs of the District.

27.4.2 Notice of an involuntary transfer shall be given to the affected teacher(s) as soon as possible and, except in cases of emergency

## ARTICLE 27 - TRANSFER (continued)

as determined by the Superintendent, not later than May 11. A teacher who is to be involuntarily transferred shall be given the reasons for the impending transfer and if the teacher requests it, the reasons shall be given in writing.

27.4.3 In the case of an involuntary transfer, the District agrees to seek to identify volunteers who would meet the needs of District prior to the implementation of an involuntary transfer. Those volunteering under this section shall be considered to be involuntary transfers.

### 27.5 Special Education

Prior to the beginning of each school year, the District will meet with the teachers of each category of special education in a group meeting to schedule equitable staffing ratios and assignments and to receive input from those teachers involved. An Association representative may be present at the request of any of the employees. No changes shall be made that are arbitrary, capricious, disciplinary, or punitive.

### 27.6 School Assignments

As soon as practicable, and no later than **one week prior to the end of the school year**, except in cases of emergency as determined by the Superintendent, a districtwide schedule showing the names and school assignments of all teachers shall be posted. No later than the last day of the teachers' work year, each principal shall provide staff members of his school

## **ARTICLE 27 - TRANSFER (continued)**

with their proposed assignments for the next year, pending final enrollment and staffing information.

### **27.7 Effect of Article**

To the extent possible, the District agrees:

27.7.1 To minimize involuntary transfers.

27.7.2 No involuntary transfer will be made that is arbitrary, capricious, disciplinary, or punitive.

27.7.3 No voluntary request will be denied for reasons that are arbitrary, capricious, disciplinary, or punitive.

### **27.8 Transfer Benefits**

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

27.8.2 If a transfer occurs during the school year, the teacher shall be granted one (1) day of paid leave to prepare for the assignment.

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

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



## ARTICLE 28 - REASSIGNMENT

### 28.1 Definition

A reassignment is the movement of a unit member from one subject area to another subject area, or from one grade level to another grade level at the same work location.

28.2 For the purposes of this article, a change from a single grade level assignment to a combination class, or from a combination class to a single grade level assignment at the same work location shall be considered a reassignment and shall be subject to the provisions of this article.

28.3 Unit members who are required to change permanent classroom assignments during the school year, or who experience a reassignment which will take place after the first ten (10) days of school, shall be granted one day without instructional responsibilities to facilitate the change or move.

28.4 If a change in permanent classroom assignment occurs at the end of the school year, assistance will be given in moving and preparing for the new assignment.

28.5 The District will make every reasonable effort to ensure that all required teaching manuals shall be made available to the teacher no later than two days prior to the beginning of a reassignment.

## ARTICLE 29 - LAYOFF FOR ECONOMIC NECESSITY

The statutory guarantees of the Education Code related to certificated lay off are supplemented as follows:

- 29.1 A unit member who has received a notice of layoff shall be entitled to use up to three days of their available personal necessity leave, as provided in this Agreement, to seek other employment.
- 29.2 Health benefit coverage (medical, dental, vision and life insurance) shall continue through September 30 of the calendar year in which they were terminated. Thereafter, the laid off unit member may choose to pay the necessary health benefit premiums on a monthly basis as provided by COBRA.
- 29.3 Concurrent with the Board's action to lay off bargaining unit members, the District shall notify the Association and provide it with pertinent information relating to the layoffs including:
  - 29.3.1 The name, address and phone number of record of the unit members being laid off.
  - 29.3.2 The names of all certificated non-unit members being laid off.
  - 29.3.3 A preliminary list of all certificated employees ordered by the first day of paid service in a probationary status, identifying unit members, work location, assignment and primary credential held. Appendix 10 provides summary information concerning selected statutory rights for certificated unit members in accordance with the California Education Code as of the time of this Agreement.

### ARTICLE 30 - CLASS SIZE POLICY

The District and BPTA acknowledge that, as a condition of receiving the additional funding grant for K-3 class size reduction under the Local Control Funding Formula (LCFF), the District is required to make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site in kindergarten and grades 1 to 3 upon full implementation of the LCFF, as such progress is defined in Education Code Section 42238.02. However, effective with the 2014-15 school year, and continuing for all subsequent school years until full implementation of the LCFF, the parties agree to an “alternative annual average class size enrollment for each school-site” within the meaning of Education Code Section 42238.02(d)(3)(B). Under this alternative, the District shall maintain class sizes in kindergarten and grades 1 to 3 of 30 students per teacher or less at each school site and shall have the flexibility to work toward and achieve the 24:1 goal by full implementation of the LCFF.

30.1 The target ratio of teachers to regular program pupils in grades 4-8 in the District shall be twenty-nine (29) pupils. In no case shall this ratio exceed thirty-one (31) per classroom. However, contingent upon conditions of an approved waiver authorized by the State Board of Education, the District shall be provided the flexibility to increase class sizes in Kindergarten through grade 8. In determining class sizes, criteria such as the following should be considered:

**ARTICLE 30 - CLASS SIZE POLICY (continued)**

30.1.1 Student differences:

Normal functioning  
Learning disabilities  
Limited English  
Reading disability  
Non-English speaking  
Physically handicapped

30.1.2 District programs:

Instructional goals  
Special funding requirements  
Multi-grade classes  
Differentiated staffing patterns  
Grade level enrollments  
Approved experimental or pilot programs  
Flexible scheduling  
Team teaching

30.1.3 Physical facilities:

Classroom size  
Work stations

30.1.4 Mainstreaming/Inclusion

Prior to mainstreaming or inclusion of special education  
students into regular classrooms, the site administrator shall



## **ARTICLE 30 - CLASS SIZE POLICY (continued)**

involve the affected unit member(s) in the placement process.

The following criteria shall be considered when assigning students:

Needs of the student

Teacher preferences

Available classrooms

Number and type of special education students in a single classroom

- 30.2 The allocation of special education teachers to special education programs shall not exceed state maximum limitations.
- 30.3 Teacher recommendation shall be considered in making up class lists. Every reasonable effort will be made to insure that all combination classes are to be formed with students who are independent workers. Consideration will be given whenever possible to the equitable assignment of teachers to combination classes. The site administrator shall maintain authority to make teacher assignments which shall be made in the best interest of the students in the combination class.
- 30.4 Every effort shall be made to adjust classes to provide an equitable load for each teacher in keeping with good educational practice.
- 30.5 In the event a teacher feels the above criteria have been misapplied, the teacher who is affected may request a meeting with the principal no sooner than ten teaching days after the concern is identified to discuss possible ways

## **ARTICLE 30 - CLASS SIZE POLICY (continued)**

to remediate the overload.

Remedies may include, but are not limited to:

- 30.5.1 Instructional aide time;
- 30.5.2 Instructional supplies;
- 30.5.3 Transfer of a student;
- 30.5.4 Reorganization of the school.

30.6 If the meeting with the principal does not result in a mutually acceptable remedy, the teacher may file a complaint with the Class Size Committee.

The Class Size Committee shall consist of three Association representatives and three District representatives and will be empowered to review and seek resolution to class size problems as they are brought to the attention of the committee by teachers. The procedure for filing a class size complaint shall be as follows:

- 30.6.1 Teacher verbally expressed concern to the building principal.
- 30.6.2 If no action is taken by the principal, the teacher files with the principal the written concern form. (Appendix II)
- 30.6.3 The teacher provides a copy of the form to the BPTA class size committee representative or BPTA president.
- 30.6.4 The teacher meets with BPTA class size committee to map out strategies for presentation to the District Class Size Committee.
- 30.6.5 District Class Size Committee meets.

**ARTICLE 30 - CLASS SIZE POLICY (continued)**

- 30.6.6 District committee informs teacher and principal of its recommendations.
- 30.6.7 The normal timeline for completion of steps 1 through 6 should be twenty (20) school days.
- 30.7 Contingent upon the District receiving adequate funding from the State under the Class Size Reduction Program, the District agrees to maintain the Class Size Reduction (CSR) Program at all levels and shall staff grades one through three at a ratio of one teacher per twenty (20) students. The District shall have the sole discretion to choose between Option "A" or Option "B" for kindergarten

### **ARTICLE 31 - SAVINGS PROVISION**

If any provisions of this Agreement are found to be invalid, said invalid provisions shall be severed, but such finding shall not affect the validity of the remainder of this Agreement.



## **ARTICLE 32 - SAFETY CONDITIONS OF EMPLOYMENT**

- 32.1 Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor. Employees shall complete reports required by the District relating to the violations described herein. Employees may also report incidents of abuse, assault or battery to the appropriate law enforcement agency. It shall be the responsibility of the employee to report an incident to the appropriate law enforcement agency.
- 32.2 Employees shall be provided coverage under the terms and conditions of the District Workers Compensation Program and illness leave provision for any injury or illness arising out of or in the course of their employment.
- 32.3 Any employee has the responsibility to submit written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act, Labor Code Section 6400, California State Compensation Insurance Fund, and the provisions of the school district fire and liability insurance programs.
- 32.4 Teachers shall report any evidence of overt student behavior to the principal. Appropriate steps shall be taken to correct such behavior.

**ARTICLE 32 - SAFETY CONDITIONS OF EMPLOYMENT (continued)**

- 32.5 All employees covered by the terms of this Agreement may use reasonable restraint as prescribed by California state law in securing obedience from students in the performance of his duties.
- 32.6 For claims occurring after April 2005, except as otherwise provided herein, all employees covered by this Agreement shall be compensated for any theft, damage or destroyed personal property to the maximum of \$500. If the employee's deductible on an applicable insurance policy is lower than \$500, the employee shall, on a validated claim, be reimbursed up to the deductible amount. Personal property is defined as that personal property that is necessary in the line of employment. The District may require that a claim for loss of personal property be made prior to repair or replacement and be properly validated (e.g., police report, photos, deductible coverage, etc.).
- 32.7 Each school faculty is encouraged to reach consensus on facilities for smoking and non-smoking persons with the goal that the individual's right to smoke or not to smoke is respected.
- 32.8 Psychologists shall be provided proper facilities to test students and meet with parents.

### **ARTICLE 33 - STATUTORY CHANGES**

- 33.1 Improvement in unit member benefits which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.
- 33.2 Reduction or elimination of unit member benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate for the purpose of restoring such benefits in this Agreement.

## **ARTICLE 34 - MISCELLANEOUS PROVISIONS**

- 34.1 A unit member's notification to the Board that he intends to resign shall remain revocable until such time as the Board officially takes action on such notification.
- 34.2 Any employee covered by this Agreement who resigns from the District, and is subsequently reemployed, will be placed on the salary schedule in a position no higher than the eighth step, their previous experience notwithstanding. However, tenured unit members who resign and are subsequently reemployed within thirty-nine (39) calendar months from the time of resignation, shall be restored to their previous schedule status.
- 34.3 When substitutes are not available for regular classroom teachers or SCC classroom teachers, the District will compensate the school's discretionary account \$120 for each occurrence.
- 34.4 Teachers participating in Beginning Teacher Induction (BTSA or other programs) will receive release time to participate in the activities.
- 34.5 The District will provide a substitute for the teacher-in-charge at a school when the principal is off campus.
- 34.6 The District shall form a committee, under the direction of Educational Services to review the master plan for District activities. (8/00)
- 34.7 Temporary teachers with (5) years service within their classification will be given preference by the District when permanent positions become available for which they are qualified.



### **ARTICLE 35 - SUPPORT OF AGREEMENT**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

## **ARTICLE 36- FAMILY LEAVE ACT**

### **36.1 Eligibility**

Any employee who has served the District more than 12 months and who has at least 1,250 hours of service with the District during the previous 12-month period, shall be eligible to take unpaid family care or medical leave under the provisions of state and federal law and this administrative regulation.

### **36.2 Reasons for Leave**

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

- 36.2.1        Because of the birth of the employee's child, and in order to care for the child.
- 36.2.2        Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
- 36.2.3        To care for the employee's child, parent or spouse with a serious health condition.
- 36.2.4        Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

### **36.3 Duration of Leave**

- 36.3.1        Family care and medical leave shall not exceed 12 workweeks during any 12-month period. The 12-month period in which the 12 weeks of leave entitlement occurs shall commence on the date the employee's first family care or medical leave begins. The 12 weeks of family care and medical leave to which an employee is

## ARTICLE 36 - FAMILY LEAVE ACT (continued)

entitled under state law shall run concurrently with the 12 weeks of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, child birth, or related medical conditions.

36.3.2 Medical leave under this regulation may be taken intermittently or on a reduced leave schedule when medically necessary. The employee may be required to take the leave for periods of a particular duration (not to exceed the duration of the planned medical treatment) or, if permitted by law, to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave.

36.3.3 Leave taken for a birth, or placement for adoption or foster care, must be initiated within one year of the birth or placement.

### 36.4 Terms of Leave

36.4.1 During the period of family care or medical leave, the employee shall use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the District.

36.4.2 If an employee takes a leave because of the employee's own serious health condition, the employee shall substitute accrued sick leave during the period of leave taken pursuant to this

## **ARTICLE 36 - FAMILY LEAVE ACT (continued)**

section. However, an employee shall not use sick leave during a period of leave in connection with the adoption or foster care of a child, or to care for a child, parent, or spouse with a serious health condition, unless mutually agreed to by the District and employee.

### **36.5 Maintenance of Benefits**

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

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

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

36.5.2.2 The employee's failure to return from leave is for a



## **ARTICLE 36 - FAMILY LEAVE ACT (continued)**

reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under state and federal law or other circumstances beyond the control of the employee.

### **36.6 Reinstatement/Non-Discrimination**

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

### **36.7 Notification**

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

36.7.1 That the leave is taken pursuant to this provision; the date that the leave commences; the anticipated pattern of leave use if the employee will not be absent continuously; and the anticipated date of return to continuous active service or best estimate thereof.

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

**ARTICLE 36 - FAMILY LEAVE ACT (continued)**

the District on the next workday following the day designated by the employee as the last day of employment.

### ARTICLE 37 - AMERICANS WITH DISABILITIES ACT

- 37.1 In the administration of this Agreement, the District will provide reasonable accommodations to qualified employees with a disability. Except as provided for below, the need for and extent of such accommodations shall be determined by the District in accordance with the requirements of the Americans With Disabilities Act.
- 37.2 Employees seeking accommodation of a disability may represent themselves in discussions with the District regarding accommodation(s) of a disability.
- 37.3 Before reaching agreement with an employee for an accommodation which may violate or change the Agreement between the District and the Association, the District shall:
- 37.3.1 notify the Association of the anticipated accommodation; any desired waiver of a term or condition of this Agreement and the District's assessment of the likely impact or effects upon other employees;
  - 37.3.2 within ten (10) working days following notice to the Association and before implementing any agreement, meet and negotiate with the Association if demanded by the Association over the accommodation and the impact or effects thereof on employees;
  - 37.3.3 before implementing any accommodation which requires a waiver of a term or condition of this Agreement, obtain from the Association the Association's written agreement to waive such term or condition.

**ARTICLE 37 - AMERICANS WITH DISABILITIES ACT (continued)**


- 37.4 Notwithstanding the above, in the event the District and Association cannot reach an agreement over an accommodation which must out of necessity require a waiver of a term or condition of employment the District may implement such an accommodation if it can demonstrate that there exists no other viable alternative of accommodation that does not create an undue hardship and which does not require a waiver of a provision of the contract.
- 37.5 Agreement by the District or the Association to a particular accommodation shall not oblige either the District or the Association to accept the same or similar accommodation for any other instance.

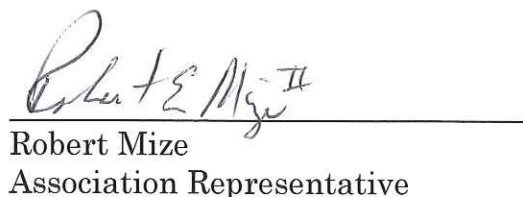


**ARTICLE 38 - MAINTENANCE OF BENEFITS AND  
COMPLETION OF MEET AND NEGOTIATION**

- 38.1 The District shall not reduce or eliminate any working conditions which are not covered by this Agreement without first negotiating in good faith with the Association with respect to such reduction or elimination. During the term of this Agreement, the Association waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject covered in this Agreement.
- 38.2 This contract shall begin at midnight, **July 1, 2015**. Where so effective, it shall continue in effect until midnight, **June 30, 2018**, at which time either party may terminate this contract by notifying the other party, in writing, at least ninety (90) days prior to **June 30, 2018**, of its intention to terminate this contract. If no such notification of termination is given, this contract shall automatically continue in full force and effect after **June 30, 2018**, for successive renewal periods of one (1) year each, subject to the right of either party to terminate this contract at the end of any such renewal period by notifying the other party, in writing, at least ninety (90) days prior to the end of such renewal period, of its intention to terminate this contract.
- 38.3 The District and BPTA will sunshine up to three articles each for negotiation for the **2016-2017** school year in **February 2016** and shall meet no later than **April 1, 2016**.

In Witness Whereof, the parties have executed this contract on April 26, 2016.

  
\_\_\_\_\_  
Greg Magnuson, Superintendent  
Governing Board Representative

  
\_\_\_\_\_  
Robert Mize  
Association Representative

## **ARTICLE 39 - PEER ASSISTANCE AND INDUCTION PROGRAM**

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

### **The Joint Panel**

1. A Joint Panel will administer the Peer Assistance Program. The Panel shall consist of five (5) members. The District will select two (2) school administrators, and the Association will select three (3) certificated employees.
2. Association members of the Panel shall receive release time as needed to perform their duties. Association members shall be paid the contractual hourly rate of pay for any meetings necessary in carrying out their duties as Joint Panel members that go beyond their contractual workday.
3. A member selected by the Association will chair the Joint Panel in the first year. The chair will thereafter rotate on an annual basis between Association and District members. The Joint Panel will establish its own internal operating procedures including the method of selection of a chairperson.
4. The Panel shall meet at times and places, as they shall determine. In no event shall the Panel meet less than three (3) times in a given year.
  - a. The Joint Panel will establish a meeting schedule. To hold meetings three (3) of the five (5) members of the Joint Panel must be present. A quorum must include at least two (2) teachers. Such meetings may take place during the regular workday; in which event, teachers who are members of the Joint Panel will be released from their duties without loss of pay.
  - b. The Joint Panel will adopt guidelines for implementing these provisions. These guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail, and to the extent the Agreement is inconsistent with the law, the law shall prevail. A copy of the adopted rules and procedures will be distributed on an annual basis to all bargaining unit members and administrators. It is the intent of the Joint Panel to reach consensus.
  - c. The Joint Panel shall adopt an initial Peer Assistance Plan, for each Participating Teacher, reflecting an approach to specific areas for interest, enhancement and improvement.
5. The Joint Panel shall be responsible for selecting the Program Coordinator.
6. The Joint Panel shall select Consulting Teachers who will assist participants in the Peer Assistance Program. Written confirmation of participation in the Peer Assistance Program will be provided by the Joint Panel to Participating Teachers, referred teachers, principals or immediate supervisors, and Consulting Teachers.
7. All proceedings and materials related to administrator-conducted evaluations, reports and other personnel matters shall be strictly confidential and limited to the Joint Panel and the Consulting Teachers.
8. The Joint Panel will approve trainers and/or training providers for the Consulting Teachers.



## **ARTICLE 39 - PEER ASSISTANCE AND INDUCTION PROGRAM (continued)**

9. The Joint Panel will review the final report prepared by the Consulting Teacher and forward a final report including an assessment of progress based on the Participating Teacher's Peer Assistance Plan, conclusions and recommendations to the Governing Board. The Consulting Teacher's final report will not be evaluative in nature and will be an anecdotal record of dates and times met and the topics discussed by the Consulting Teacher and the Referred Participating Teacher.
10. The final administrative re-evaluation of the Referred Participating Teacher will follow the completion of the Consulting Teacher's final report. The administrator will submit a report to the Joint Panel recommending the Referred Participating Teacher continue in the Peer Assistance Program or be exited from the Peer Assistance Program.
11. The Joint Panel shall annually review the rules and regulations of the program. The Joint Panel may submit recommendations for improving the Program to the Governing Board and the Association.
12. The Joint Panel will determine the number of Consulting Teachers in any school year guided by and subject to such factors as the number of Referred, Voluntary, and Beginning Teachers and available funds not to exceed the funded amounts pursuant to PAR minus the allowance for administrative expenses permitted by law. The parties agree that in light of the above-mentioned factors the number of Consulting Teachers may vary from year to year. Continuation of the Peer Assistance Program is subject to continued funding of PAR.
13. It is the intent of the Joint Panel that the Consulting Teacher has the option to meet with the administrator who completed the Referred Participating Teacher's evaluation summary for the purpose of clarifying the nature of the deficiency noted. The Referred Participating Teacher must be notified by the Consulting Teacher of this meeting. The Referred Participating Teacher may attend this meeting and may have union representation present if the Referred Participating Teacher desires.
14. Voluntary participation shall be dependent on the availability of funds and Consulting Teachers.
15. The Joint Panel will be afforded clerical support for distributing minutes, typing reports, and writing recommendations.
16. The Joint Panel will coordinate other such incidental duties as may be needed to carry out the functions enumerated above.

### **Program Coordinator and Consulting Teachers**

1. A Peer Assistance Program Coordinator, who will work with the Consulting Teachers and provide them with necessary training, shall assist the Joint Panel and provide other Program support as the Panel may require.
  - a. The Program Coordinator shall be an experienced classroom teacher and shall be selected by vote of the Panel.
  - b. The Joint Panel shall provide secretarial and clerical support to the Coordinator as needed.



## **ARTICLE 39 - PEER ASSISTANCE AND INDUCTION PROGRAM (continued)**

- c. The Program Coordinator with the approval of the Joint Panel will appoint the Consulting Teacher for Participating Teachers.
2. The Coordinator shall receive release time as necessary to complete these duties. The same substitute will be provided for the Coordinator to the best of the District's ability.
3. Both the Program Coordinator and the Consulting Teachers shall have the following minimum qualifications:
  - a. Be credentialed, permanent teachers of the District with at least five (5) consecutive years of experience in the Buena Park School District;
  - b. Demonstrate exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts;
  - c. Have substantial teaching experience within the last two years; and
  - d. Agree to attend necessary training.
4. Consulting Teachers will provide assistance to Participating Teachers in the Peer Assistance Program in improving instructional performance in coordination with the Participating Teacher's Peer Assistance Plan. This assistance will typically include the following:
  - a. Multiple observations of Participating Teachers during periods of classroom instruction.
  - b. Activities which, in the professional judgment of the Consulting Teacher, will assist the Participating Teachers such as demonstrating, observing, data-based coaching, conferencing, or referring.
  - c. Use of appropriate school district resources to assist Participating Teachers.
5. Upon the request of the Joint Panel, the Consulting Teacher will provide an update to the Joint Panel of the ongoing activity provided to the Participating Teachers. The Consulting Teacher will submit a log of times, dates, and topics to the Joint Panel.
6. District teachers may apply for the Program Coordinator or Consulting Teacher positions as follows:
  - a. A notice of vacancy will be posted at all sites and in the District Office.
  - b. Applicants shall submit an application form prepared by the Joint Panel.
  - c. The Panel shall then solicit the confidential assessment of the applicant from the principal administering the site at which the candidate is currently assigned.
  - d. Based on a review of the application and assessment of the principal, the Panel will select candidates for an interview. Part of the interview process shall include at least one complete lesson observation of each candidate by at least one Panel member.
  - e. Consulting Teachers or the Program Coordinator shall be selected by an affirmative vote of the majority of the members of the Joint Panel.
7. A Consulting Teacher shall be provided release time as needed. The term of the Consulting Teacher shall be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term.



## ARTICLE 39 - PEER ASSISTANCE AND INDUCTION PROGRAM (continued)

8. Consulting Teachers selected shall receive an annual stipend of \$4000. Part-time teachers shall be compensated according to a schedule approved by the Panel.
9. The Consulting Teacher has the right to decline an assignment. The Consulting Teacher may request an adjustment of his/her assignment or to be released from the Program at any time. The Joint Panel may adjust the Consulting Teacher's assignment at any time.
10. The District shall hold harmless the Coordinator, individual members of the Joint Panel, Consulting Teachers, and the BPTA/CTA/NEA for any liability arising out of their participation in the Peer Assistance and Review Program as provided in Ed. Code Section 44503 (c).
11. Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under the provisions of Ed. Code relating to the employment, classification, retention or non-retention of certificated employees, except as limited by the specific and express terms of this Agreement and then only to the extent such terms are in conformity with law. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Ed. Code Section 44938.
12. A Consulting Teacher shall have the right to refuse to be called as a witness in a dismissal hearing.

### Participating Teachers

1. The Peer Assistance Program is not for the process of evaluating teachers. All forms/reports will be anecdotal logs of activities containing only dates and times of meetings and topics discussed.
2. Teachers may participate in the Peer Assistance Program in one of two ways: (a) by voluntary teacher self-referral, or (b) by receiving an unsatisfactory performance evaluation. Voluntary participation shall be dependent on availability of funds and Consulting Teachers.
3. Non-credentialed teachers in Buena Park School District may self-refer to participate in the Peer Assistance Program. The purpose of this participation is for peer assistance only.
4. Unsatisfactory Performance Evaluation (Mandatory PAR)  
A unit member with permanent status whose performance contains two (2) or more "No's" (unsatisfactory) related to the areas of "Teaching Skills 1-5" will be referred to the Peer Assistance Program. All teachers participating in this Program involuntarily shall not be eligible for voluntary transfer to another school while they remain in the Program.
  - a. As soon as practical after referral to the Program, the Participating Teacher will be assigned a Consulting Teacher.
  - b. Referred Participating Teachers have one opportunity to change Consulting Teachers provided this change is made within the first six weeks of the school year.
  - c. The Joint Panel has the authority to extend this timeline.



## **ARTICLE 39 - PEER ASSISTANCE AND INDUCTION PROGRAM (continued)**

- d. The Consulting Teacher will submit the final report to the permanent teacher and the Joint Panel.
  - e. Participation in the mandatory program shall be limited to 2 years, unless a recommendation from the Joint Panel is made for a 3<sup>rd</sup> and final year.
5. **Voluntary Self-Referral**
- Any teacher with permanent status may elect to volunteer in the Peer Assistance Program as a professional growth activity. The purpose of the Volunteering Teacher's participation is for peer assistance only.
- a. The Voluntary Participating Teacher shall submit a request for participation in the Peer Assistance Program and proposal for his/her professional development to the Joint Panel by April for the following school year.
  - b. The request shall include the targeted area for professional development and, if desired, a specific trained Consulting Teacher. The final assignment of Consulting Teachers is subject to availability and approval of the Joint Panel.
  - c. The Voluntary Participating Teacher and Consulting Teacher will meet to design a professional development plan. They shall meet at least three (3) times during the year.
  - d. The Consulting Teacher will submit a log of times, dates, and topics to the Voluntary Participating Teacher and the Joint Panel.
  - e. Individuals who voluntarily participate in the program shall not have any materials generated as a result of said participation placed in their personnel files. The Progress Reports and other documents shall be sealed and remain confidential and viewed only by Consulting Teachers and Panel members who need such documents to assist the participating member at a later date in the Program.
6. All participants in the PAR Program shall agree to hold all reports, procedures, and actions generated as a result of their participation in the program in strictest confidence and shall provide information only to those deemed necessary by the law.

### **Definitions for Purposes of this Document**

**Classroom Teacher or Teacher:** Any member of the certificated bargaining unit who is covered by the certificated evaluation.

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

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

**Beginning Teacher:** Any Unit member having probationary or temporary status or any District teaching intern participating in a program established according to Education Code Section 44305. This Peer Assistance Program is to be closely coordinated with other District Programs (i.e. BTSA) for training and assistance to beginning teachers.

**BUENA PARK TEACHER SALARY SCHEDULE****185 Days Per Year****Reflects 3% Increase**

Schedule for both STRS and PERS members.

Any reference to units indicates semester, graduate level units. Increment increases are paid at the beginning of the 14th, 16th, 20th and 25th years.

**SCHEDULE EFFECTIVE: JULY 1, 2015**

Additional 4% Stipend for Special Services Teaching Assignment

Additional 15% for School Psychologist Assignment

Annual Salaries Paid Tenthly

	Column II	Column III	Column IV	Column V	
	Not Fully Cred + BA	Credential	BA + 45 units or MA	BA + 60 units incl. MA	
1	\$48,183	\$51,314	\$54,651	\$58,203	1
2	\$50,230	\$53,494	\$56,970	\$60,674	2
3	\$52,367	\$55,769	\$59,395	\$63,255	3
4	\$54,590	\$58,137	\$61,916	\$65,941	4
5	\$56,911	\$60,610	\$64,550	\$68,744	5
6	\$59,330	\$63,185	\$67,293	\$71,666	6
7	\$61,852	\$65,873	\$70,153	\$74,713	7
8	\$64,481	\$68,673	\$73,134	\$77,888	8
9	\$67,247	\$71,587	\$76,241	\$81,197	9
10		\$74,631	\$79,481	\$84,647	10
11				\$88,247	11
12					12
13					13
14		\$78,298	\$83,153	\$91,914	14
15					15
16		\$81,967	\$86,819	\$95,582	16
17					17
18					18
19					19
20		\$85,635	\$90,487	\$99,252	20
21					21
22					22
23					23
24					24
25		\$91,961	\$96,814	\$105,576	25

bam/excel/sal sched bpta (Revised 04/14/2016)



## CLASS SIZE CONCERNS

(To be completed by the teacher)

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Principal \_\_\_\_\_ School \_\_\_\_\_  
-----

Subject(s) grade taught \_\_\_\_\_

Check one: Self-contained \_\_\_\_\_; Team \_\_\_\_\_; Departmentalized \_\_\_\_\_.

Check one: Homogenous Grouping \_\_\_\_\_; Heterogeneous Grouping \_\_\_\_\_.

Check one: Students Grouping: High \_\_\_\_\_; High Average \_\_\_\_\_; Average \_\_\_\_\_;  
Low Average \_\_\_\_\_; Low \_\_\_\_\_; Mixture of all \_\_\_\_\_.List number of children in each grouping description: E.H. \_\_\_\_\_; L.E.S. \_\_\_\_\_;  
Psychological problems \_\_\_\_\_; Home problems \_\_\_\_\_;  
Discipline problems \_\_\_\_\_; Physically handicapped \_\_\_\_\_;  
Competency test failures \_\_\_\_\_.

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

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

State concern (situation, reasons and all pertinent information to justify concern- - use back of this sheet or attach if necessary):  
\_\_\_\_\_  
\_\_\_\_\_Teacher's recommendation of acceptable alternatives to problem: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Informal consultation between teacher and principal held: Yes \_\_\_\_ No \_\_\_\_

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

\_\_\_\_\_  
Teacher's Signature



☐ Request to be reassigned (indicate grade level/program) \_\_\_\_\_

at the same work location for the following reason: \_\_\_\_\_

(Note: Grade level/program assignments are made by school principal.)

[illegible]

BUENA PARK SCHOOL DISTRICT

February 1, 2016

To: All Certificated Staff Members

From: Barbara Montelongo  
Director, Human Resources**RE: INTENT/TRANSFER REQUEST FORM  
REGARDING EMPLOYMENT FOR THE 2016 - 2017 SCHOOL YEAR**

In accordance with Article 27.1.2 of the agreement between the Buena Park Teachers' Association (BPTA) and Buena Park School District Governing Board, this notice is provided for voluntary transfer requests and to facilitate the District's staff planning for the 2016 - 2017 school year. Please complete this form and return it to the Human Resources Department at the District Office no later than **Monday, February 29, 2016**. Your timely response is greatly appreciated.

**Buena Park School District  
NOTICE OF INTENT/TRANSFER REQUEST FORM  
REGARDING CERTIFICATED EMPLOYMENT FOR THE 2016 - 2017 SCHOOL YEAR**

☐ It **IS** my intent/desire to continue working under contract with Buena Park School District for the 2016 – 2017 school year.

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

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

☐ I would like to request a leave of absence, without pay, from \_\_\_\_\_ to \_\_\_\_\_.

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

☐ It is **NOT** my intent to continue working with Buena Park School District for the 2016 - 2017 school year. I am planning to retire, effective \_\_\_\_\_.

☐ It is **NOT** my intent to continue working with Buena Park School District for the 2016 - 2017 school year. I am voluntarily resigning, effective \_\_\_\_\_.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

School Site: \_\_\_\_\_

Comments: \_\_\_\_\_

## BUENA PARK SCHOOL DISTRICT INSTRUCTIONAL CALENDAR

New Faculty Reports for Duty	Wednesday	Aug. 3, 2016
New Faculty Workday	Thursday	Aug. 4, 2016
Professional Day	Friday	Aug. 5, 2016
Returning Faculty Reports and Staff Development Day	Monday	Aug. 8, 2016
School Opens	Tuesday	Aug. 9, 2016
Holidays (unless otherwise noted, holidays are for all teachers and students):		
Labor Day	Monday	Sept. 5, 2016
Parent Conferences	Thursday	Sept. 29, 2016
Parent Conferences	Friday	Sept. 30, 2016
Veteran's Day	Friday	Nov. 11, 2016
Non-School Day/Classified Staff Development	Monday	Nov. 21, 2016
Non-School Day/Classified Staff Development	Tuesday	Nov. 22, 2016
Non-School/Non Paid Day	Wednesday	Nov. 23, 2016
Thanksgiving Holiday	Thursday	Nov. 24, 2016
Thanksgiving Recess	Friday	Nov. 25, 2016
Winter Recess	Monday	Dec. 19, 2016
	Monday	Jan. 2, 2017
Martin Luther King, Jr. Day	Monday	Jan. 16, 2017
Lincoln Day	Monday	Feb. 13, 2017
Washington Day	Monday	Feb. 20, 2017
Spring Recess	Monday	Mar. 27, 2017
	Friday	Mar. 31, 2017
Classified Day	Friday	Mar. 31, 2017
Staff Development Day Certificated (Non-student day)	Friday	Apr. 14, 2017
Last Day of School	Friday	May 26, 2017
Last Duty Day for Faculty	Friday	May 26, 2017

DAYS SCHOOL WILL BE IN SESSION	
CALENDAR MONTHS	DAYS TAUGHT
AUGUST	17
SEPTEMBER	19
OCTOBER	21
NOVEMBER	16
DECEMBER	12
JANUARY	20
FEBRUARY	18
MARCH	18
APRIL	19
MAY	20
JUNE	0
TOTALS	180

SCHOOL MONTHS			
1	Aug. 8, 2016	to	Sept. 2, 2016
2	Sept. 5, 2016	to	Sept. 30, 2016
3	Oct. 3, 2016	to	Oct. 28, 2016
4	Oct. 31, 2016	to	Nov. 25, 2016
5	Nov. 28, 2016	to	Dec. 25, 2016
6	Jan. 2, 2017	to	Jan. 20, 2017
7	Jan. 23, 2017	to	Feb. 17, 2017
8	Feb. 20, 2017	to	Mar. 17, 2017
9	Mar. 20, 2017	to	Apr. 14, 2017
10	Apr. 17, 2017	to	May 12, 2017
11	May 15, 2017	to	May 26, 2017

QUARTERS:		WEEKS TAUGHT	DAYS TAUGHT
Aug. 9, 2016	Oct. 7, 2016	9	41
Oct. 10, 2016	Dec. 16, 2016	9	44
Jan. 3, 2017	Mar. 10, 2017	10	46
Mar. 13, 2017	May 26, 2017	10	49
Total		38	180

TRI-SEMESTERS:		WEEKS TAUGHT	DAYS TAUGHT
Aug. 9, 2016	Nov. 4, 2016	12	58
Nov. 7, 2016	Feb. 17, 2017	14	64
Feb. 21, 2017	May 26, 2017	12	58
Total		38	180



MEMORANDUM OF UNDERSTANDING

The Buena Park School District and Buena Park Teachers Association agree that contingent upon agreement on the incorporating and participation agreements prepared in connection with the establishment of the Metropolitan Employees Benefit Association (MEBA), the parties' present contract language shall be modified to address the following concepts:

1. The participation agreement shall be renewed on an annual basis.
2. The District shall retain the right to determine whether it will renew their continued participation in the MEBA trust.
3. Should the District choose to exercise its right not to renew, the District will immediately engage in negotiations with BPTA for the purpose of designing benefit plans and determining the level of contribution toward the insurance plans.
4. Should a decision be made not to renew participation, the contract language existing before the above mentioned changes were made, shall be reinstated as it currently appears in the contract with the exception of lines 8-11 which shall be modified and reference to participation in an IRC 125 shall be included. This shall not be interpreted as affecting a reduction in the amount of the District's established contribution per employee toward providing insurance coverage.

Date: 11/4/93

Date: 11/7/93

Mary G. Hengley  
For Buena Park Teachers Association

[Signature]  
For Buena Park School District



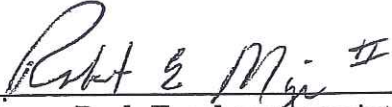
## MEMORANDUM OF UNDERSTANDING

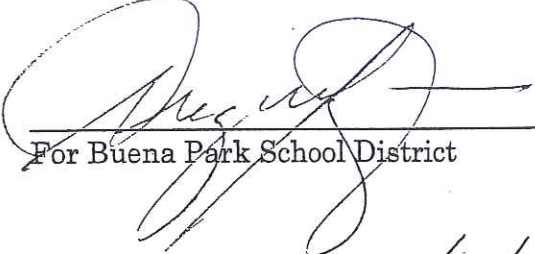
Between  
Buena Park Teachers Association  
and  
Buena Park School District

October 16, 2014

This Memorandum of Understanding (MOU) is made by and between the Buena Park Teachers Association and the Buena Park School District (District) as of October 16, 2014. In accordance with the Memorandum of Understanding between the parties dated November 10, 1993, the parties agree to the following:

1. The District shall offer all eligible bargaining unit members medical plan design Option 2 for the Kaiser HMO and Anthem PPO plans and Option 1 for the Anthem HMO plan, as outlined in the attached Medical Marketing Results. The language in Article 9, including member contribution schedule, will remain status quo. Additionally, the parties agree that noted plan designs will not be subject to further negotiation until July 1, 2017.
2. Additionally, as the District will establish medical plans to meet requirements of the Affordable Care Act (ACA), such plans will be available to unit members in 2015 (although not as a primary plan offering), and will be made a primary offering, with plan designs noted above, in 2016.

  
For Buena Park Teachers Association

  
For Buena Park School District

Date: 12-15-14

Date: 12/17/14

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE BUENA PARK SCHOOL DISTRICT  
AND  
BUENA PARK TEACHERS ASSOCIATION**

**REGARDING THE ELIGIBILITY FOR AND SELECTION OF  
TEACHERS FOR SUMMER ACADEMIC ACADEMIES (Summer School)**

This Memorandum of Understanding is entered into between the Buena Park School District and the Buena Park Teachers Association for the 2015-16 Summer School Academic Academies concerning eligibility for and selection of teachers to teach classes in Summer Academic Academies.

**A. General Guidelines**

1. The selection of all summer school teachers is a District responsibility.
2. Applications for summer school shall be submitted to the Curriculum Office. Applications received after the deadline will be considered last.

**B. The Point System**

1. The point system will be computed based on several factors. Priority for selection and assignment to Summer Academic Academies will be given to teachers who have the fewest points.
2. A minus one (-1) point shall be assigned to each Literacy TOSAs, current transitional kindergarten, kindergarten, and first grade teachers specifically for Jump Start Academy to best support our Early Literacy efforts.
3. One half (.5) point shall be assigned for each year that a teacher has worked summer school within a three-year period. Beginning with the Summer Academic Academy of 2000, the previous three years will be used to accumulate points: Summer 1999, Summer 1998, and Summer 1997.
4. One half (.5) point shall be assigned for each year the teacher was not employed full-time by the District during the regular school year for the same three-year period.
5. One (1) point will be assigned to each teacher who does not possess a valid teaching credential.
6. A minus one point (-1) will be assigned to each teacher who has never taught summer school.
7. The order of employment will serve as a tiebreaker for those teachers with the same number of points (i.e. teachers hired first in the District will have seniority over summer school positions).



## C. Staff Development

1. Commencing with the 2000 Summer Academic Academy, unit members who wish to be eligible for a summer school teaching assignment will participate in a summer school staff development program designed to train teachers in the delivery of the prescribed program related to the specialized needs of low achieving students in reading and mathematics.
2. Unit members participating in a Summer Academic Academy staff development program will receive pay at the contract hourly rate of pay for the time spent in training not to exceed eight (8) hours.

## D. Selection

1. Priority will be given for the selection of eligible summer school teachers with the lowest accumulated number of points and with the highest seniority for each specific Summer School Academy.
2. Those teachers will be afforded priority with regard to the additional teacher prioritized preferences: (1) Specific Academic Academies (2) Academy locations, (3) grade levels, and (4) curriculum strands.
3. In addition to the above point system, priority will also be given for the selection of eligible summer school teachers according to the following order:

Jump Start Academies

Literacy TOSAs, TK, K, and 1<sup>st</sup> grade teachers who possess a valid teaching credential

Literacy TOSAs, TK, K, and 1<sup>st</sup> grade teachers who possess a Reading Certificate  
3-8 Teachers who possess a valid teaching credential

K-2 Teachers who possess Emergency Credentials

Substitute Teachers

ELD Academic Academies K-7

Teachers who possess the BCC, LDS, CLAD or Hughes Training Certificate

Teachers who are currently in CLAD/Hughes Training Programs

K-8 Teachers who possess a valid teaching credential

K-8 Teachers who possess Emergency Credentials

Substitute Teachers

Special Education Academies K-7

Teachers who are currently teaching special education classes

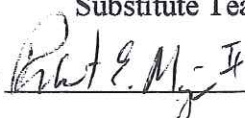
Teachers who possess a special education credential

K-8 Teachers who possess a valid teaching credential

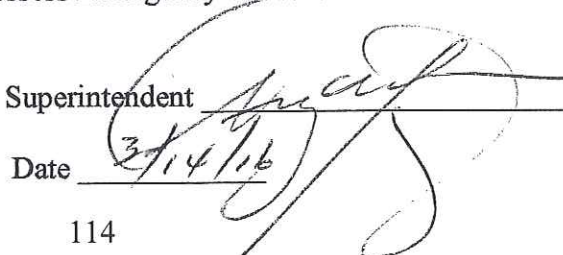
K-8 Teachers who possess Emergency Credentials

Substitute Teachers

BPTA President



Superintendent


Date 3-2-16Date 3/14/16

## SUMMARY OF SELECTED STATUTORY RIGHTS FOR REPRESENTED CERTIFICATED EMPLOYEES

The following reflects certain statutory protections provided to represented certificated employees and is provided for informational purposes only. The District and Association understand that it is the obligation of the District to abide by these provisions so long as they remain in law. The District and Association also understand that at anytime statues governing the process for a certificated reduction-in-force (RIF), or certificated protections relating to a RIF, may be amended or eliminated such that new and different requirements may apply. Unit members are encouraged to contact the District's Human Resources Department, or their bargaining representative, regarding current statutory requirements.

1. Members of the bargaining unit who are laid off shall receive notice of their legal rights.
2. Permanent members shall be reappointed in order of seniority within 39 months of the layoff as positions become available in their previous classification and/or for which they are qualified to teach [EC 44956(a)(1)].
3. Permanent unit members who are hired as substitute teachers shall be paid their regular per diem pay if they teach 21 days or more in a 60 day period, retroactive to their first day worked [EC 44956(a)(5)].
4. Probationary unit members shall be reappointed in the order of seniority within 24 months of layoff as positions become available in their previous classification and/or for which they are qualified to teach [EC 44957(a)].
5. If reappointed, the period of the layoff will not be considered a break in service [EC 44956(a)(4) and EC 44957(c)]
6. At any time prior to the completion of the first day of service after reappointment, the unit member can continue, or make up contributions to STRS for the period during the layoff [EC 44956(a)(7) and EC 44957 (e)]
7. If the permanent unit member reaches retirement age, or becomes disabled before being reappointed, the unit member will be entitled to receive all retirement or disability benefits that they would have been entitled to receive at the time of termination of service [EC44956(a)(8)].
8. Within the reappointment period, the permanent unit member may waive their reappointment rights for a period of up to a year without losing the right to subsequent offers of re-employment by providing the District with a written notice [EC 44956(a)(2)].
9. Unit members who were laid off shall have rights to temporary and substitute employment while on the re-employment list [EC 44956(a)(5) and EC 44957(d)].
10. If a unit member obtains employment in another school district, they may transfer their accrued sick leave from the District by providing the District with a written notice.

The statutory rights and requirements set out in this Appendix are not subject to the grievance provisions of the Agreement and are provided solely as general guidance to the unit member. To the extent any provisions of this Appendix are not consistent with statute at anytime, it is recognized the District shall be held harmless from any such provision, and will act in accordance with current statutory requirements.



**MEMORANDUM OF UNDERSTANDING**  
**Between the Buena Park Teachers Association and**  
**Buena Park School District**

**April 28, 2015**

This Memorandum of Understanding (MOU) is made by and between the Buena Park Teachers Association and the Buena Park School District (District) as of April 28, 2015, regarding unit member support of the District's classroom modernization & seismic upgrade program. This MOU applies only to teachers directly affected by the Summer 2015 move at Corey, Emery, and Pendleton Elementary.

1. The District shall engage a professional moving company to pack and store classroom contents. Boxes, packing supplies, storage pallets and disposal bins will be provided by the District.
2. Teachers shall be formally noticed, 2 weeks prior to the last day they may occupy their classroom ("move-out period"), that they will be required to remove all personal belongings and make other necessary preparations to vacate their classroom so it may be renovated. The District shall not be responsible for lost, damaged, or discarded personal items.
3. Teachers shall be formally noticed (via school district e-mail and/or phone), 2 weeks prior to the date that they may re-occupy their classroom ("move-in period").
4. The District will provide a list of acceptable and unacceptable items to be returned to or otherwise allowed in the newly renovated classrooms.
5. During the 2 week move-out period, Principals will provide time during the teacher's on-site duty day for packing and un-packing by releasing teachers from regularly scheduled collaboration/staff development time and eliminating staff meetings to support the culling, inventory, and packing or disposal of classroom materials. The parties agree that under no circumstance should the move process negatively impact student and/or parent support activities. Unit members will continue to attend IEP meetings as they are scheduled.
6. During the 2 week move-out period, the District will provide each teacher up to 7.5 extra hours outside of their duty day at the contractual hourly rate of pay to support the preparation, packing and/or disposal of classroom materials and inventory.
7. Teachers shall be prohibited from individually carrying or moving items in excess of 20 pounds. For items in excess of 20 pounds, teachers will work directly with their Principals or move coordinator to provide appropriately equipped staff or hand tools necessary to move such items.

8. Teachers should plan on having access to their classroom on Friday, August 7, 2015 at 6:00 a.m. and a "move-in period" of August 7-11, 2015 to prepare their classroom for students. The parties agree to reduce school-wide and District meeting time during August 7-11 time period to 1.5 days. If the District determines that an earlier move-in date is possible, we will notify teachers as outlined in #3.
9. During the move-in period and for 1 week after, the District will provide each teacher up to 7.5 extra hours outside of their duty day at the contractual hourly rate of pay to support the continued preparation, unpacking, storage and/or disposal of classroom materials and inventory.

This MOU is intended to constitute all terms and agreements between the parties related to the subject move. The parties agree to set aside existing contract provisions that provide unit member accommodations for classroom relocation.

Patricia A. Nigro  
For Buena Park Teachers Association/Date

[Signature]  
For Buena Park School District/Date