

AGREEMENT BETWEEN

**BOARD OF TRUSTEES
OF THE
BEAR VALLEY UNIFIED
SCHOOL DISTRICT**

AND

**BEAR VALLEY
EDUCATION ASSOCIATION**

2019-2022

~~Revised: June 26, 2019~~

Revised: March 17, 2021

CERTIFICATED AGREEMENT

ARTICLE	PAGE
I DURATION-----	4
II RECOGNITION-----	4
III DEFINITION-----	4
IV NON-DISCRIMINATION-----	5
V NEGOTIATION PROCEDURES-----	5
VI PERSONNEL FILE-----	6
VII ASSOCIATION RIGHTS-----	6
VIII PERSONAL AND ACADEMIC FREEDOM-----	7
IX GRIEVANCE PROCEDURE-----	8
X PAYROLL DUES DEDUCTION-----	10
XI WORK HOURS-----	12
XII PUBLIC CHARGES-----	15 14
XIII LEAVES-----	15 14
XIV CLASS SIZE-----	20 19
XV TEACHING CONDITIONS-----	22 21
XVI TRANSFER AND ASSIGNMENT-----	23 22
XVII EVALUATION-----	25 23
XVIII STATUTORY CHANGES-----	26 25
XIX UNIT MEMBER SAFETY-----	27 25
XX EMPLOYEE BENEFITS-----	27 26
XXI TRAVEL-----	30 28
XXII SCHOOL YEAR-----	30 29
XXIII MISCELLANEOUS-----	30 29
XXIV TEMPORARY UNIT MEMBER-----	31 29

XXV	PART-TIME EMPLOYMENT WITH FULL-TIME RETIREMENT	
	CREDIT-----	31 30
XXVI	SAVINGS-----	3130
XXVII	EXTENDED CONTRACTS-----	3130
XXVIII	ZIPPER CLAUSE-----	3130
XXIX	YEAR ROUND SCHOOL EMPLOYEES-----	3130
XXX	MAINTAINING CREDENTIALS-----	32 31
XXXI	NATIONAL BOARD CERTIFICATION-----	33 32
XXXII	GENERAL PROVISIONS-----	33 32

- APPENDIX "A" - CERTIFICATED SALARY SCHEDULE
- APPENDIX "A-1" - CERTIFICATED NURSE SALARY
- APPENDIX "A-2" - COUNSELORS SALARY SCHEDULE
- APPENDIX "B" - PSYCHOLOGIST SALARY SCHEDULE
- APPENDIX "C" - EXTRA-DUTY EXTRA-PAY SCHEDULE

ARTICLE I - DURATION

The article and provisions contained herein constitute an Agreement by and between the Governing Board of the Bear Valley Unified School District and the Bear Valley Education Association (BVEA)/CTA/NEA, an employee organization.

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code.

This Agreement shall remain in full force and effect from the date of ratification through and including June 30, 2022

Re-openers on Salary and Health/Welfare benefits and two additional items for each side will be entertained annually.

ARTICLE II - RECOGNITION

The Board recognizes the Bear Valley Education Association as the exclusive representative of certificated employees of the Board of Trustees as follows:

For the purposes of meeting and negotiating

- All classroom teachers,
- All Special Education teachers,
- All regular part-time teachers,
- All teachers on assignment,
- All counselors,
- School Nurse,
- School Psychologist,
- Media Specialist,
- Temporary contract teachers

ARTICLE III - DEFINITION

(Definitions not included below may be found within the article in which they are addressed.)

1. "Unit Member" refers to any employee who is represented by BVEA as defined in Article II, and therefore covered by the terms and provision of this Agreement.
2. "Days" means days during which the District Office is open for business.
3. "Negotiable Items" means items covered by statutory provisions, and other matters upon the mutual consent of the Board and Association.
4. "Immediate Family" means mother, father, stepfather, stepmother grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse, son, stepson son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee or registered domestic partner.
5. "Per Diem Rate" means the unit member's annual salary divided by the number of days the unit member is required by the Board to be on duty.

6. "District Hourly Rate" is defined as the dollar amount as specified in the most recent adopted Certificated Teacher Salary Schedule.
7. "Per Diem Hourly Rate of Pay" means daily rate of pay divided by the number of hours in the work day for each position covered by this Agreement.
8. "Student Contact" means responsibility for instructing and/or recording an official grade for students in a classroom environment.
9. "Traditional year calendar" means a 185 day contract. Unit members hired new to the District will serve three additional days their first year to present them with orientation to curriculum policies and procedures for the District. This calendar includes 180 student contact days as required by statute.
10. "One Year of Service", means working a minimum of 75% of the appropriate (teacher, counselor, psychologist, nurse) contract year.
11. "Immediate Supervisor" is the site principal or supervisor having immediate jurisdiction over the grievant.
12. Specialized Classroom is a classroom with specialized work stations and limited seating with curriculum which may impact safety.
13. Classroom Release Day is for special education teachers to work on IEPs and other required paperwork.

ARTICLE IV - NON-DISCRIMINATION

The District shall not unlawfully discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in an employee organization or participation in the lawful activities of an employee organization or on any other basis as required by law.

ARTICLE V - NEGOTIATION PROCEDURES

1. The scope of negotiations shall be as defined under negotiable items.
2. All meetings shall take place exclusively between the representative, or representatives, of the parties.
3. The Association shall present all of its proposals in writing, at a Board meeting at least 30 days prior to the commencement of negotiations. The Board shall hold a public hearing on the proposals at its next regularly scheduled meeting after the presentation of the proposals.
4. The Board may respond to the proposals after the public hearing. If the Board does not respond after the close of the public hearing, the Board shall respond at its regular meeting to all proposals not later than the second regular meeting following the public hearing.

5. Either party may utilize the services of outside consultants to assist in the negotiations.
6. Bear Valley Education Association (BVEA) shall be given reasonable release time for negotiations.
7. Impasse, mediation, and fact finding shall be governed by applicable Government Code Sections and P.E.R.B. rules.

ARTICLE VI - PERSONNEL FILE

1. A unit member's personnel file shall not include ratings, reports or records which: are obtained prior to the employment of the unit member.
2. The unit member shall be provided any negative or derogatory material at least ten (10) working days before it is placed in his/her personnel file. The unit member shall also be given an opportunity, during the duty day without loss of compensation, to initial and date the material. The opportunity shall be approved by the immediate supervisor during the employee's duty day. The written response shall be attached to the material as it is placed into the personnel file. Unit members will be notified of any other material placed in their personnel file.
3. The unit member shall have access to his or her personnel file during regular business hours, and upon written consent of the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file, at the cost of duplication.
4. The person or persons who place material in a unit member's personnel file shall sign the material, and signify the date on which the material was placed in the file.
5. Access to a unit member's personnel file shall be on a need to know basis, as determined by the Superintendent or designee. The contents of all personnel files shall be kept in the strictest of confidence.

ARTICLE VII - ASSOCIATION RIGHTS

1. The Association and its members shall have the right to make use of school equipment, buildings, and facilities in accordance with the "Civic Center Act".
2. The Association shall have the right to post notices of activities and matters of Association concern on existing bulletin boards in the schools, at least one of which shall be provided in each school building, in areas frequented by unit members; and a copy provided to the building principal upon request. The Association may use the District mail services, including e-mail, and unit members' mailboxes for communications to unit members.
3. It is recognized that a valid program change occurs through a deliberate process. This includes the exchange of ideas between the administration and staff. This

process recognizes the benefits of utilizing strategies such as consensus building, polling, meet and confer, as well as voluntary meetings.

4. Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, providing that such transactions shall not interfere with the regular duties of employees involved. The Association representative shall notify the school office of his/her presence on school property.
5. Names, addresses, and telephone numbers of all District unit members who have not requested that this information be withheld, shall be provided to the Association, within six weeks of the commencement of the school year.
6. The Association shall be provided a copy of the Board of Trustees' Agenda, complete with supportive materials, for each Board meeting, at the same time the Board members receive the agenda. The supportive materials shall be the same as those provided members of the Board of Trustees, except for materials related to items scheduled for consideration by the Board of Trustees in the Closed Session.
7. The representative of the Association shall be recognized by the Board of Trustees, upon request, in order to address the Board of Trustees on any matter which is being discussed, or to be acted upon by the Board of Trustees at the Board meeting. This recognition shall occur after the Board has finished discussion of the item on which the representative of the Association wishes to address the Board, but before a vote is taken upon said item.
8. The Association shall be granted reasonable amount of release time to conduct Association business or attend meetings concerned with the welfare of teachers and/or the improvement of the educational program. The proposed release time shall be approved in advance by a District administrator.

ARTICLE VIII - PERSONAL AND ACADEMIC FREEDOM

1. The Board of Trustees shall not predicate any adverse action upon a unit member's political and organizational activities or preferences, unless the Board of Trustees has reason to believe such activities may be illegal.
2. It is recognized that valid educational purposes are served through the introduction and open exchange of ideas, materials, and positions which might be deemed to be unpopular or controversial. However, such ideas and material must comply with the approved course of study, Board policy, and must be appropriate to the student level.
3. The Board of Trustees shall not interfere with a teacher's freedom of speech, or use of materials in the classroom, unless such speech and/or materials constitute a clear and present danger to the students of the District, and unless such speech and/or material departs from the District's approved course of study.

ARTICLE IX - GRIEVANCE PROCEDURE

1. DEFINITIONS

- a. A "grievance" is a claim by one or more employees covered hereby that there has been a violation, misinterpretation, or misapplication of a provision or express term of this Agreement and that by reason of such violation, misinterpretation, or misapplication, his or her rights have been adversely affected.
- b. A "Grievant" is any person in the bargaining unit making the claim.
- c. An "Aggrieved Person(s)" is/are the unit member(s) on behalf of whom the grievance is filed.

2. PROCEDURE

a. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance by an informal conference with the aggrieved person's immediate supervisor.

b. Formal Level

- (1) Level I - within fifteen (15) days after the occurrence of the alleged violation, misinterpretation, or misapplication of a provision of this Agreement, the grievant must present the grievance in writing on the approved form or lose the right to grieve. The form shall contain a clear, concise statement of the grievance, including the provision or provisions of this Agreement alleged to have been violated, misinterpreted, or misapplied; the circumstances involved, the decision rendered at the informal level, and the specific remedy sought.

The immediate supervisor shall hold a hearing with the grievant, and shall communicate the decision in writing to the grievant within seven (7) days after receiving the grievance.

In the event the immediate supervisor fails to conduct a hearing and render a decision in writing within seven days, the grievant shall notify the Superintendent, who shall convene a hearing with the immediate supervisor and the grievant within seven (7) days after notification, and direct the immediate supervisor to render a decision in writing. Such a directed decision shall be made within three (3) days.

- (2) Level II - In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the approved form to the Superintendent or his/her designee within seven (7) days of the receipt of the Level I decision.

The form shall include a copy of the original grievance, the decision at Level I, and a clear and concise statement of the reason for the appeal.

The Superintendent or his designee shall hold a hearing with the parties and render a written decision within ten (10) days of the receipt of the appeal.

- (3) Level III - In the event the grievant is not satisfied with the decision at Level II, the Association may advise the District within seven (7) days of receipt of the Level II decision of its intent to request a mediator from the California State Conciliation Mediation Service.

b. Formal Level

Level III - The assigned mediator shall meet with the parties within five (5) days of the request for mediation. (S)He shall submit to the parties his/her written opinion of the merits and a suggested solution within five (5) days of the meeting. Based on the availability and/or schedule of the mediator, the timeline may be altered.

The parties to the dispute shall meet as soon as practicable following receipt of the mediator's opinion. If the suggested resolution is accepted by both, it shall be considered binding on the subject dispute but is to be without precedent value.

- (4) Level IV - Effective the date of ratification of this agreement, in the event one or both of the parties reject the suggested solution, the grievance may within ten (10) days of the decision or the date the decision was due, request the grievance be submitted to binding arbitration. If the Association agrees to submit the grievance to arbitration, it will so notify the Superintendent and the American Arbitration Association (AAA) within ten (10) days of request. Except as otherwise agreed in writing, the parties shall then be bound by the voluntary rules of the AAA and the award of the arbitrator. The Arbitrator, whose cost shall be borne equally, shall have no power to add to, subtract from, or modify the terms of the agreement or the written policies, rules, regulations, and procedures of the district.

3. MISCELLANEOUS

- a. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members enumerated in this Agreement.
- b. Nothing contained herein will be construed as limiting the right of any unit member alleging a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance resolved provided the resolution is not inconsistent with the terms of the Agreement. The Association shall be given an opportunity to be present at such adjustment and to state its views.
- c. 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 limits, however, may be extended by mutual written agreement.

- d. Failure of grievant to abide by the time limits specified shall result in the grievance being deemed abandoned.
- e. The grievant shall be entitled, upon request, to representation by the Association at all grievance levels.
- f. Grievance resolution matters may be performed during the work-day, but shall be conducted on non-classroom teaching time. The grievance resolution hearing may be conducted during classroom teaching hours and the grievant, Association grievance representative and required witnesses shall be released from duty hours without loss of compensation.
- g. No reprisals of any kind shall be taken by the District or its agents against anyone by reason of participation in the grievance procedure.
- h. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants.
- i. If the grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level II.
- j. Forms for filing grievances will be prepared jointly by the Superintendent or his designee and the Association.

ARTICLE X - PAYROLL DUES DEDUCTION

1. BVEA president or designee will be notified in writing within 10 days of Board-approved new hire to schedule a meeting with the individual to discuss union membership. District shall distribute BVEA membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US (2018), expressing District's desire to work cooperatively with BVEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about BVEA or dues over to the BVEA President or CTA Labor Relations Representative. BVEA/CTA shall defend and indemnify District for any claims arising from its compliance with this clause.

Unit members desiring to become Association members must complete an application for membership and file it with BVEA.

2. The District shall not interfere with the terms of any agreement between BVEA and the District's employee with regard to that employee's membership in BVEA, including but not limited to automatic renewal yearly unless the unit member drops out during a

specified window period. The District need not keep track of this period which shall be tracked by BVEA within its membership database.

3. BVEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
4. The employer shall deduct, in accordance with the BVEA dues schedule, dues from the wages of all employees who are members of BVEA.
5. With respect to all sums deducted by the District, the District will remit such monies to the Association accompanied by an alphabetical list of employees from whom such deductions have been made.
6. The District's managers, supervisors, and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave BVEA, but instead simply refer any questions to the BVEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
7. The Association and District agree to furnish to each other any lawfully disclosable information needed to fulfill the provisions of this Article.
8. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
9. The District shall take all reasonable steps to safeguard the privacy of BVEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.
10. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.
11. The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

ARTICLE XI - WORK HOURS

The Association and District recognize the importance of collaboration and the mutual responsibility and obligations associated with this process. Certificated staff shall have the opportunity to provide input by means of written, verbal or electronic communication, into issues such as teaching assignments, supervision assignments, preparation periods, adjunct duties, and bell schedules. Decisions will be based upon factors that include, but are not limited to, the needs of students, the needs of the instructional and extra-curricular programs, staff input, teaching credentials of staff, and transportation.

1. Every unit member shall be entitled to one duty-free, uninterrupted lunch period. The lunch period shall be not less than thirty (30) minutes except in the event of an emergency.
2. a. Unit member's duty day shall be as follows:
Traditional Year Teacher: 7 hours not including lunch,
Counselors, Psychologists, and Nurses: 7 1/2 hours not including lunch;
Year Round Teacher: 7 1/2 hours not including lunch.

b. In addition to the above minimum time, unit members are responsible for other professional duties which include but are not limited to classroom planning and preparation, professional growth activities, parent conferences, IEP's, faculty and district meetings, special help to students, Back to School Night, Awards Night, open house, and student supervision as necessary. Excluding emergency circumstances, efforts shall be made to give 20 days' notice for school wide evening events.
3. A required District-Wide In-Service beyond the duty day and/or work calendar shall be credited toward the required days of service on a time served basis.
4. Teachers of grades 9-12 shall regularly have no more than 5 periods of student contact per day, except by mutual agreement between the teacher and the building administrator. Teachers of grades 9-12 shall have one period per day set aside for preparation, planning and/or counseling. The above are not applicable to the continuation classes. Special Education teachers at grades 9-12 shall have a preparation period equal in length to the other grade 9-12 unit members during their regular duty day at a time to be established by the administration in consultation with the unit member.
5. Teachers of grades TK-8, except as enumerated below, shall be assigned duties according to the needs of the instructional program. Student contact hours shall not exceed six hours per day except in emergency.
6. Teachers at the Middle School shall be provided one period per day for preparation, planning, and/or counseling.
7. Teachers of grade TK-5 shall be provided three, 40-minute blocks of uninterrupted preparation and planning per regular education and special education teacher per week during the duty day. A school or student emergency as determined by the principal or superintendent shall be the only basis for disrupting the 40-minute block of time.

8. Heads of department/grade levels will receive a stipend and/or release time (see Appendix "C").
9. Teachers at elementary sites will be free of duties during recesses except in emergencies. On days of inclement weather, morning and afternoon relief breaks will be provided.
10. Unit members shall not be required to substitute during their preparation period unless the administrator is unable to find a volunteer. Volunteers will be assigned in an equitable manner for class coverage during their preparation period. In the event a volunteer cannot be found, coverage will be required of unit members in an equitable manner.
11. Unit members who substitute during their preparation period shall be paid the district hourly rate beginning with the first period of substitution in any given contract year.
- 12.a. Unit members at the High School or Middle School shall be paid .2FTE for an additional section above their 1.0 FTE at their per diem daily rate, (this does not include class coverage for another teacher).
- 12.b. If unit members teach during their preparation period one semester of a contracted year, by mutual agreement with site administration they may elect to teach one less period the other semester in lieu of compensation.
13. In grades TK-12, supervision duties shall not be assigned during the teacher's preparation period except in an emergency.
14. a. Adjunct duties are defined as those duties assigned outside the "duty day" and which are not an integral part of the unit members' site assignment. Adjunct duties may include, supervision assignments, committee meetings, assigned class advisors, club activities, and other assignments which are determined by management to be necessary for the efficient operation of the District.
14. b. Unit members and management shall work together to distribute adjunct duties in a reasonable and equitable manner. Each site may develop load factors in distributing adjunct duties.
15. Limit the number of adjunct duty hours a teacher can be required to perform to 30 hours in a given school year.
16. Certificated general education teachers in grades TK-65 who are assigned a combination class will receive a \$1,000.00 stipend per year pro-rated for every month the class is in effect.
17. Special education teachers will be provided annually with a total of 3 classroom release days to support teachers with completing required documents.

ARTICLE XII - PUBLIC CHARGES

1. Any citizen or parent complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint within five (5) days of receipt, if the complaint may be used against the unit member.
2. Should the involved unit member, or administrator, believe the allegations in the complaint warrant a meeting, the administrator shall schedule a meeting. An Association representative shall be present at the meeting, if requested by the unit member or administrator.
3. If the matter is not resolved at the meeting, to the satisfaction of the complainant, he/she shall put his/her complaint in writing and submit the original to the unit member, with a copy to the unit member's immediate supervisor. The unit member shall be given time during the duty day, by his/her immediate supervisor, for the purpose of initialing and dating the written complaint and attaching a written response to such complaint. If no written complaint is received, the matter shall be dropped except as required by law.
4. No reprisals of any kind shall be taken by the unit member arising from these charges.

ARTICLE XIII - LEAVES

A. SICK LEAVE

1. Every full-time (FTE) unit member shall be entitled to ten (10) sick leave days per year, as defined by Article XI, Section 2A. Part-time employee's sick leave days are prorated.
2. Unused sick leave shall accrue from school year to school year.
3. At the beginning of each school year, every unit member shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year, which, for a full time unit member, is ten (10) days. A unit member may use his/her credited sick leave at any time during the school year.
4. The monthly warrant receipt or annual report by September 1, shall provide each unit member with a written statement of the unit member's accrued sick leave total.
5. Donated Sick Leave
 - a. Certificated employees who have accumulated a balance of over fifty (50) days of sick leave may donate sick leave to another member of the certificated employee bargaining unit who qualifies for leave due to an unforeseen event affecting the employee's health. The affected employee must accept the donated leave and also be in danger of exhausting all fully paid leaves of absence due to his/her condition.
 - b. Certificated employees who choose to donate sick leave may donate from his/her accrued sick leave. One certificated employee shall donate no more than three (3)days maximum sick leave per year. In no event may an employee request a

transfer that would result in his/her accumulated sick leave to drop below fifty (50) days.

- c. Sick leave donations shall be made in terms of hours and shall be utilized in terms of hours.
- d. Certificated employees who would like to donate sick days to a specific employee will complete a Sick Leave Donation Form and return it to the B.V.E.A. President or Designee. The President or Designee will compile a list indicating the number of days that will be donated by whom, and for whom. This list will then be delivered to the District at least five (5) working days prior to the recipient exhausting his/her sick days.
- e. Donations will be transferred to the recipient by the District Office at least three (3) working days prior to the recipient exhausting his/her sick days.
- f. An eligible employee may receive a maximum of fifty (50) donated days or 50% of his/her accumulated sick leave total from the beginning of the year, whichever is less.
- g. In order to be eligible to receive donated sick leave under the program, the employee, or immediate family member, "must:"
 - 1. Suffer from an illness or injury expected to incapacitate the employee, or immediate family member for an extended period of time and the employee has exhausted all available paid leave entitlements.
 - 2. Not be found eligible for benefits under Worker's Compensation.
- h. Donated sick leave used by the recipient shall be used before differential pay is enacted. Donated sick leave shall run concurrently with the 100 Day Differential Pay.
- i. Nothing in this section shall be interpreted to entitle an employee to a leave of absence, with or without pay. Entitlement to leave shall be regulated by other applicable provisions of this agreement.

B. CHILD REARING LEAVE

- 1. Upon request, the Board shall grant an unpaid leave of absence to a unit member who is a natural relative or adopting parent, for the purpose of rearing his or her infant. Such leave shall remain in effect at least until a returning date is agreed upon, except that said return date shall be no later than six calendar months following the birth or adoption of the child.
- 2. A unit member shall notify the Board at least four (4) weeks prior to the date on which the leave is to commence.

C. INDUSTRIAL ACCIDENT OR INDUSTRIAL LEAVE

1. Industrial Accident or Industrial Illness Leave shall be in accordance with current Education Code.
2. An Industrial Accident or Industrial Illness Leave means an injury or illness whose cause can be traced to the performance of authorized services for the District.
3. A unit member who is on industrial accident or industrial illness leave shall not have his or her sick leave affected. Per Education Code relating to Industrial Accident or Industrial Illness Leave, once a unit member has exhausted his or her industrial accident or industrial illness leave, entitlement or other sick leave will then be used.
4. Unit members shall be informed of and follow the current procedures for reporting an industrial accident or industrial illness. Updated information and procedures for reporting industrial accident or industrial illness shall be made readily available at each site.

D. STUDY LEAVE

1. The Board may grant one unit member an unpaid leave of absence to pursue educational improvement as long as the District's educational program is not impaired. Such leave shall be for a minimum of one semester, and a maximum of one school year. The Board shall implement this provision in the same manner and under the same restrictions as the purposes for which sabbatical leaves may be granted.

A unit member on Study Leave shall be entitled to all benefits accorded under paragraph I of this article entitled Miscellaneous.

E. SABBATICAL LEAVE

1. A Sabbatical Leave may be granted at the Board's sole discretion for the following purposes:
 - a. To engage in professional study research.
 - b. For educational travel and improvement.
 - c. For extended visitation to approved facilities, educational institutions, and similar installations.
2. Any unit member who has satisfactorily completed seven years of regular school service in the Bear Valley Unified School District shall be eligible for Sabbatical Leave at the end of each seven years of continuous service.
3. Service rendered prior to the return from Sabbatical Leave shall not be counted toward fulfilling the requirements of a subsequent Sabbatical Leave.
4. Application for Sabbatical Leave shall be made to the Board through the Superintendent, on the form provided. Such form shall present evidence of service, reasons for desiring leave, length of leave, signatures of approval and any other

data necessary to provide an adequate basis for granting such a leave. Application for such leave shall be made no later than February 1st.

The number of unit members given Sabbatical leave during any one year shall be limited to two unit members. If the number of eligible unit member applicants does not exceed two, each of the Board approved applicants may be granted Sabbatical Leave so long as the purpose of such leave is to pursue a program of study, research, or travel which may be of benefit to the schools. If the number of eligible unit member applicants exceeds two, selection for recommendation to the Board shall be made by the Sabbatical Leave Committee.

5. The Sabbatical Leave Committee shall be comprised of the Superintendent or a designee, two principals appointed by the Superintendent, an elementary school teacher, a middle school teacher, and a high school teacher to be selected by the respective school staffs.
6. Every unit member granted Sabbatical Leave shall receive fifty (50) percent of his or her annual salary. Fringe benefits shall be mutually agreed upon.
7. Only 50% of the time spent on Sabbatical Leave shall count as service towards teacher retirement and only 50% of the regular state retirement contributions are to be deducted from salary received while on leave. The unit member may receive full retirement credit for time spent on Sabbatical Leave by paying for contributions and the District's contributions to the State Teacher's Retirement System prior to the taking of said leave.

F. MATERNITY LEAVE

1. Upon request, the Board shall grant a maternity leave. The leave shall commence on the date requested by the unit member but shall be not later than the date unit member's doctor states that employee is no longer capable of performing all regularly assigned duties without endangering the unit member's health.
2. The leave shall terminate at mutually agreeable times except that it shall be not later than the start of the next session after doctor certifies that employee is capable of performing all regularly assigned duties.
3. A unit member may draw sick leave benefits whenever doctor states that the unit member is unable to perform regularly assigned duties.

G. PERSONAL NECESSITY LEAVE

1. Personal Necessity Leave - Notice for the requested Personal Necessity Leave shall be given to the superintendent or immediate supervisor at least 48 hours before the requested leave, unless extenuating circumstances occur which make it impossible to give such notice. Personal Necessity Leave shall not be used to extend a scheduled calendar break.
2. Every unit member shall be entitled to use their ten (10) days as either sick days or personal necessity during each school year.

3. Personal Necessity Leave shall not be used for vacation or leisure activities.

H. JURY DUTY LEAVE

All unit members shall be granted paid leave for Jury Duty.

I. MISCELLANEOUS

1. Unless otherwise provided in this article, a unit member on paid leave, or unpaid leave of absence, shall be entitled to return to the same position or as nearly the same position which they held immediately before commencement of the leave. Unit members on paid leave shall receive credit for annual salary increments and all other unit member fringe benefits.
2. Upon request, the Board may extend a unit member's Health Leave, Child Rearing Leave, Maternity Leave or Study Leave for a maximum of one (1) year.
3. Any unit member who seeks an extension of Health Leave, Child Rearing Leave, Maternity Leave or Study Leave shall make application no later than six (6) weeks preceding the expiration of the original leave.
4. Unit members on unpaid leave may pay the fringe benefits costs directly to the District, thus maintaining their fringe benefit coverages.
5. Unit Members may be eligible for leave under the provisions of the Federal and Medical Leave Act of 1993 and/or California Government Code Section 12945.2. Such leave shall run concurrent with any other paid or unpaid leave for which the Unit Member qualifies under this agreement or the law.
6. The district shall notify all employees who have been granted a leave of absence as outlined within this article on or before March 1 regarding the employee's intentions to return to BVUSD. The employee shall notify the district on or before May 1 if they plan to return to employment within the district the subsequent year. Failure to do so by the employee shall be deemed as a resignation from employment with the district.
7. Other Leaves Without Pay: Upon recommendation of the superintendent and approval by the Board of Education, leave without compensation (salary & benefits) and without salary schedule/seniority advancement may be granted for a period of one to three years. Requests must be submitted to the superintendent by March 15 prior to the year in which the leave is requested.

J. BEREAVEMENT LEAVE

Unit members shall be granted a leave, with full pay, in the event of the death of the unit member's immediate family as enumerated in Article III, 4. The leave shall not exceed five (5) days.

ARTICLE XIV - CLASS SIZE

1. TEACHER/PUPIL STAFF RATIO

a. The following student/teacher ratio will normally be staffed as a schoolwide average, except in cases where the District elects to have the classroom participating in the class size reduction program:

TK-12 30:1 Student/Teacher ratio

(In grades 7-12 staffing ratio is calculated based on teacher preparation periods being scattered within the instructional day.)

Special Day Class 10:1 Student/Adult Ratio (inclusive
 of non-certificated staff

Due to enrollment fluctuations at the high school within a given school year, and the desire to maintain Master Schedule, and staffing stability, the following staffing projection procedure will be followed:

- 1) Advance the current year's enrollment to next year's grade assignment. The grades involved are 8,9,10,11 and students who are served in the high school's general education program.
- 2) Based upon current year's high and low point of enrollment, compute the mean enrollment of this enrollment variance.
- 3) The "mean enrollment of the enrollment variance" will be the enrollment figure on which the 30:1 staffing is based.

b. The ratio of pupils to total classroom teachers shall be established among all classroom teachers excluding: Special Education teachers, Psychologist, Speech Therapist, Librarian, Counselors, teachers on Special Assignment, and Nurse.

1 hour of Professional Development time once a month will be used for individual teacher preparation time if 50% or more of the classes at the school site exceed class size or student contacts according to contract language. If class size or student contacts exceed contract language, a minimum of 1 sub day (or the equivalent, excluding personal compensation) per semester will be provided for said teacher.

2. GRADES TK-3, GUIDELINES FOR CLASS LOADING

The site administrator shall seek to load TK-3 classes at the average 24:1 in accordance with the Local Control Funding Formula. In the event, a school site shall exceed the average 24:1 at TK-3 grades, class sizes may be loaded at 30:1 when necessary.

3. GRADES TK-5, GUIDELINES FOR CLASS LOADING

The site administrator shall seek to load classes at 30:1 whenever possible. In SPECIALIZED CLASSROOMS the target loading should be based on the number of workstations or seats for students. In the event these targets are not achievable, the following guidelines will be implemented:

- a. If at anytime during the school year, a regular classroom teacher has 31 or more students in a class for five consecutive instructional days, the classroom teacher shall notify the principal, site representative, and Director of Personnel via district email. During the next 15 days, in consultation with the department/grade level chair and the affected teacher, the principal will develop a plan to remedy the situation. By the end of the fifteenth instructional day, after the written notification, the situation shall be resolved. The principal shall notify the classroom teacher, site representative, and Director Personnel via district email of the resolution to be implemented. The resolution may include but is not limited to additional aide time, prep time, release time, increased staffing, increased budgetary support, transferring students to other sections or teachers, reassigning staff, providing compensation, a teacher waiver or any other arrangement which may resolve the situation. Prior to a teacher waiver being utilized, the BVEA President shall receive written notice.
- b. If an agreeable resolution is not reached in 2a, the final decision as to the most appropriate remedy shall rest with the superintendent, who shall render a decision which will resolve the situation within five workdays of notice by the BVEA representative of an impasse under 2a. The amount of time, staffing or expense to be determined by the District.
- c. If the flexibility and scheduling allows, regular education K-6 teachers will not be required to teach multi-graded classes in consecutive years.
- d. The principal, SDC teacher, and regular education teachers involved in mainstreaming shall develop a plan to share resources (i.e. special education aide, classroom supply funds) to support mainstreaming efforts.

3. GRADES 6-12, GUIDELINES FOR CLASS LOADING

The site administrator shall seek to load classes at 30:1 whenever possible. In SPECIALIZED CLASSROOMS the target loading should be based on the number of workstations or seats for students. Specialized classrooms will be identified and target loading goals will be established as needed. In the event these targets are not achievable, the following guidelines will be implemented.

The site administrator shall seek to load classes at 30:1 whenever possible. Specialized Classrooms will be identified and target loading goals will be established as needed.

- a. Regular classroom teachers shall have no more than 36 students in a given class. Traditionally large classes such as P.E./band/chorus/drama shall have no more than 50 students in a given class.
- b. In Specialized Classrooms the target loading will be based on the number of workstations or seats for students.
- c. At no time will "regular classroom" teachers have more than 160 students; teachers of traditionally large classes such as P.E./band/chorus/

orchestra/drama shall not have more than 220 students. These maximums are based on a daily five-period teaching assignment. If these Class loading guideline maximums from 3a, 3b, and/or 3c are exceeded, refer to XIV 3d and e.

- d. If at anytime during the school year, these class loading guidelines maximums are exceeded for five consecutive instructional days, the classroom teacher shall notify the principal, site representative, and Director of Personnel via district email. In consultation with the department/grade level chair and the affected teacher, the principal will develop a plan to remedy the situation. By the end of the fifteenth instructional day, after the written notification, the situation shall be resolved. The principal shall notify the classroom teacher, site representative, and Director of Personnel via district email of the resolution to be implemented. The resolution may include but is not limited to additional aide time, prep time, release time, increased staffing, increased budgetary support, transferring students to other sections or teachers, or reassigning staff, providing compensation, a teacher waiver or any other arrangement which may resolve the situation. Prior to a teacher waiver being utilized, the BVEA President shall receive written notice.

The amount of time, staffing or expense to be determined by the district.

- e. If an agreeable resolution is not reached in 3d, the final decision as to the most appropriate remedy shall rest with the superintendent, who shall render a decision which will resolve the situation within five workdays of notice by the BVEA representative of an impasse under 3d. The amount of time, staffing or expense will be determined by the district.
- f. Guidelines for class loading will be proportionally reduced in the event the middle school or high school implements a common prep period.

ARTICLE XV - TEACHING CONDITIONS

1. The Board shall provide teacher reference materials in each school which contain relevant texts and materials which have been requested by the teachers in the school approved by the site administrator and within site budget limitations.
2. The Board agrees to place at the disposal of every unit member the reasonable and appropriate technology to prepare instructional material. In addition, the Board shall provide each teacher with the following:
 - a. A separate desk as available
 - b. Interactive technology within budget limitations in every classroom
 - c. A dedicated set of approved student textbooks and teacher's edition for each course taught (digital resources or hardcopy).
 - d. Lockable storage space
 - e. Reasonable and appropriate materials and technology required in daily teaching responsibilities within site budget limitations.
3. Each site shall be provided with a staff room and restroom for staff use.

4. Telephone and internet access shall be made available to unit members for their reasonable use.
5. Unit members shall not be required to work under unsafe conditions as determined by the appropriate state agency, nor under unsafe conditions which endanger health or well-being.
6. All sites will be inspected annually as required by the Facilities Inspection Tool (FIT) Report. Site and district personnel will work collectively to ensure compliance with all the requirements of the FIT Report.

ARTICLE XVI - TRANSFER AND ASSIGNMENT

A. UNIT MEMBER ASSIGNMENT

1. All unit members shall be given written notice of their salary schedules, building assignments and tentative class and/or subject assignments for the forthcoming year prior to the end of the individual unit member's current contract year.
2. The Superintendent shall give notice of assignments to new unit members as soon as practicable.
3. In the event that changes in such schedules, class and/or subject assignments, building assignments are proposed, any unit member affected shall be notified promptly in writing and, upon the request of the unit member and the Association, the changes shall be promptly reviewed between the Superintendent or designees and the unit member affected. A representative of the Association may be present, if requested by the unit member.
4. Unit members transferring between school sites will be provided reasonable support personnel to relocate traditional classroom materials.

B. VOLUNTARY TRANSFERS AND REASSIGNMENTS

1. No later than May 1st of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Supplemental lists shall be posted by June 1st and as new vacancies occur.
2. Unit members who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent or designee not later than May 1. Such statement shall include the grade and/or assignment to which the unit member desires to be assigned and the school or schools to which the unit member desires to be transferred, in order of preference.
3. In the determination of requests for voluntary reassignment, and/or transfer, the request of the individual unit member shall be considered to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. The requesting unit member will be granted an interview with the site administrator where the transfer has been requested as part of the selection

process prior to consideration of out of district applicants. If more than one unit member has applied for the same position, the determination as to which unit member shall receive it shall be made by the Superintendent or designee.

C. INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. A unit member shall not be involuntarily transferred or reassigned without a rational basis in fact, or for disciplinary purposes.
2. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position who is acceptable to the Superintendent or designee.
3. When an involuntary transfer is necessary, teachers to be involuntarily transferred shall be chosen on the basis of the following considerations:
 1. Tenured status
 2. Most appropriate and versatile credential (i.e. single subject vs. supplemental)
 3. District seniority if all is equal in "a"
 4. Program needs and site seniority, as well as other relevant factors, including state and/or federal laws, rules, regulation or administrative directives
4. An involuntary transfer shall be made only after a meeting between the unit members involved and the unit member's immediate supervisor, at which time the unit member shall be notified of the reason therefore. In the event that a unit member objects to the transfer at this meeting, upon the request of the unit member, the Superintendent or designee shall meet with them. Notice and reason for an involuntary transfer shall be given to unit members in writing no later than May 1 or as soon as possible, except in cases of emergency. The unit member may, at his/her option, have an Association representative present at such meeting.
5. A list of open positions in the School District shall be made available to all unit members being involuntarily transferred or reassigned. Such unit members may request a transfer to the open positions in order of preference, to which they desire to be transferred.
6. A reassignment refers to a change in teacher assignment within the same school. At the elementary level this means a change in grade level within the same school. At the secondary level this means movement from one department to another department or change in subject assignment within a department. Prior to the final decision regarding an involuntary reassignment, the immediate supervisor shall meet with the teacher to discuss the reassignment and receive input for consideration. After consideration of their input, a district-initiated reassignment shall take place only after a subsequent meeting between the immediate supervisor and the teacher, if requested by either, has occurred. The reason for the reassignment shall be given to the teacher in writing. The unit member may, at his/her option, have an Association representative present at such meeting.

ARTICLE XVII - EVALUATION

As part of the PAR program, the Joint Panel developed an evaluation form that addresses the Bear Valley Unified School District Standards for the Teaching Profession (based on the California Standards for the Teaching Profession).

1. It is understood and agreed by the parties that their principal objective is to improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness on the part of the administration to assist all unit members in improving their skills.
2. The District accepts as a fundamental premise for a successful evaluation program, the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. The District will fund the training of those engaged in the process of evaluation to assure a level of competence to achieve the respect and confidence so mentioned.
3. Peer Assistance and Review: The Peer Assistance and Review (PAR) Program allows exemplary teachers to assist teachers in areas of subject matter knowledge, teaching strategies, and teaching methods. The program is designed to raise the quality of instruction in BVUSD schools through the establishment of coaching relationships with exemplary teachers who have significant classroom and mentoring/coaching experience.

The foundation of the PAR program is the *Bear Valley Unified School District's Standards for the Teaching Profession* (based on the California Standards for the Teaching Profession) upon which the certificated evaluation form is based.

The PAR Program will be monitored by the Joint Panel under the guidelines established in the Bear Valley Unified School District PAR Program Overview.

Unit members will receive a copy of the Standards and their key elements as well as the PAR Program Overview at the time of employment. This information will be reviewed with staff at least once per year.

The following teachers are REQUIRED to participate in the PAR Program:

- (a) Permanent teachers receiving an "Unsatisfactory" in one or more of the BVUSD Standards for the Teaching Profession on their final evaluation.
- (b) Permanent teachers receiving "Needs to Improve" in two or more of the BVUSD Standards for the Teaching Profession on their final evaluation in two consecutive years may be referred for participation. They are required to participate if so directed by the Joint Panel.

Required participation will be based on Standards 1-8. Information will be reviewed with staff annually.

4. Evaluation Procedure:
 - a. Every probationary unit member shall be evaluated by the administration in writing at least once every year and permanent employees at least once every two (2) years.
 - b. The evaluation process shall include at least the following activities:
 - 1) Two observations of at least 30 minutes duration;

- 2) An evaluation conference, during which the evaluator and the unit member review the evaluator's observation, not more than five (5) certificated work days after each observation;
 - 3) A written report of the observation including recommendations;
 - 4) A written evaluation based upon observation(s) shall be completed and provided to the unit member at least thirty (30) calendar days prior to the end of the year.
- c. At least two of the thirty minute observations shall be arranged by the evaluator and the unit member with at least three days' advanced notice, unless said notice is waived by mutual consent of the evaluator and unit member. The evaluator and the unit member shall agree on the elements upon which the evaluation is to be based.
 - d. Any unit member who receives a negative evaluation shall be entitled to a subsequent observation conference and written evaluation as prescribed above. Unit member and evaluator may agree to subsequent observation, conferences and written evaluation.
 - e. The unit member and evaluator shall take affirmative action to correct any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendations.
 - f. Unit members shall not be required to participate in the evaluation and/or observation of other unit members.
 - g. Unit members shall NOT be held accountable for any aspect of the educational program over which they have no authority.
5. Alternative Evaluation. This program is designed for teachers with a minimum of five years of service in the district who submit a proposal for an alternative evaluation project to their respective site administrator for consideration in lieu of classroom observations.

ARTICLE XVIII - STATUTORY CHANGES

1. Where any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provision shall not be deemed to be valid and subsisting except to the extent permitted by law; but all other provisions shall continue in full force and effect. When such provision is deemed to be invalid, the parties agree to meet to negotiate a successor provision if requested by either party.

ARTICLE XIX - UNIT MEMBER SAFETY

1. A teacher may recommend to the principal that a student be excluded from any class who in the teacher's opinion acts in such a way that the teacher believes good cause exists for such student exclusion.

2. A teacher may suspend any pupil from the teacher's class, for any of the acts enumerated in Section 48900, for a day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the student to the principal or the principal's designee for appropriate action.

As soon as possible, per Education Code 48910, the teacher shall ask the parent or guardian of the pupil to attend a parent/teacher conference regarding the suspension.

3. A written description of the rights and duties of unit members with respect to student discipline and rights of the suspended student shall be presented to each unit member in writing annually. Updates shall be circulated to all unit members.
4. When, in the judgment of the unit member, a student requires the attention of the principal, assistant principal, counselor, psychologist, or other immediate specialist, they shall so inform their principal or immediate supervisor. The principal or immediate supervisor shall arrange, as soon as possible, for a conference between him/herself, the unit member, and the appropriate specialist to discuss the problem and to take appropriate action.
5. Unit members shall immediately report cases of assault suffered by them in connection with their employment, to their principal or immediate superior who shall immediately report the incident to the sheriff.
 - a. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the unit members for information in the possession of the Superintendent relating to the incident or the persons involved.
6. As used in this Article, "connection with their employment" shall include any voluntary activities (such as field trips) which involve student contact.

ARTICLE XX - EMPLOYEE HEALTH BENEFITS

1. Benefits
 - a. The District shall contribute the negotiated amount (**currently \$9,864.21 Effective July 1, 2021**), annually for each eligible employee and dependents for medical and other benefits. It shall be the Association's responsibility to designate the carrier(s) and/or agents. In the event the Association fails to make such designation or makes an untimely designation, the current carrier(s) shall remain in effect. In the event that the Association should decide to change insurance carrier(s) and/or agents, the District and Association shall work cooperatively to analyze the benefits of such a change. Should the Association, independent of the District, select a new insurance carrier and/or agents, the Association will bear financial responsibility for any and all costs (including, but not limited to, attorney's fees, additional assessments, etc.) incurred above and beyond the health and welfare cap provided by the District.
 - b. In the event the actual cost of medical and other benefits exceeds the District maximum contribution set forth in paragraph "a", such excess premiums shall be

paid by bargaining unit members on a prorated monthly basis through payroll deductions. In the event that the actual cost of medical and other benefit premiums is less than the District maximum contribution set forth in paragraph "a", the difference between the maximum contribution and the actual cost shall be deposited in a separate interest-bearing account to be used in the future if necessary to off-set bargaining unit member out-of-pocket costs for insurance. The interest from the separate fund shall be credited back to the same account within the fund. The Association shall notify the District of how and when pooled funds shall be used to offset health benefit costs for its members.

- c. For all part-time bargaining unit members who are hired on a 50% or more contract, the District shall contribute a proportionate share of the cost of benefits provided in section "b" above for those part-time bargaining unit members electing to pay the balance of the cost for such benefits. (Examples: 50% contract = 50% of the cost up to the District maximum contribution paid by District and 50% paid by bargaining unit member; 60% contract = 60% of the cost up to the District maximum paid by the District and 40% paid by the bargaining unit member.)
- d. The District will pay \$1500 annually per eligible unit member who opts out of the family coverage for medical, dental, vision, and life insurance. Eligible unit members may annually opt out of District insurance programs by submitting proof of health insurance coverage by another entity during the open enrollment period. The remaining amount of the District insurance cap shall be applied to the BVEA insurance pool to be used to offset future premium costs. Each year that an employee selects this option it will count as a year that the employee has received benefits for the purpose of Article XX, Section 3.
1. The difference between the negotiated cap (\$8,864.21) and the opt out amount (\$1500) will be deposited in the BVEA Health Benefits pool and will be utilized to offset the out-of-pocket cost for unit members participating in the District health benefits.

If the insurance carrier changes the allowable 'opt out amount,' the District and Association shall meet as soon as practicable. The District's 'opt out amount' shall never exceed the maximum 'opt out amount' allowed by the insurance carrier.

2. Unit members may participate in the authorized tax sheltered annuity of their choice with the Board providing payroll deduction for this purpose.
3. Retired members of the bargaining unit will continue to receive health benefits paid by the District in the same amount, and in the same manner as a regular active member of the bargaining unit upon meeting all of the following conditions:
 - a. The retirees must be at least 55 years of age.
 - b. Unit Members must render at least fifteen (15) years of service in the teaching profession, of which ten (10) years must be in the District, retire from the District, and be receiving health benefits when they retire.

1. Unit members receive full health benefits when years of service with health benefits equal at least ten full time years or its equivalence.
 2. To receive full post-retirement health benefits, the unit member must have received at least ten (10) years of health benefits in the District. Unit members will receive prorated health benefits when years of service with health benefits are less than ten full years or its equivalence.
- d. The retirees must actually be receiving benefits from the STRS/PERS retirement system.
 - e. In the event that the Medicare age changes, the District and BVEA shall meet as soon as practicable.
4. For employees who meet the requirements for Post-Retirement Health Benefits as stated in Article XX, 3, above, and who notify the District, in writing, by April 15th, the following option is available:

The employee may determine to cash-out the Post-Retirement Health Benefit to be calculated as follows:

Based upon the months of eligibility of premium cost at the premium cap allocation at time of retirement a total premium cost is determined.

This premium cost will be factored by 2/3 for the total cash-out calculation.

The employee will receive payment of the cash-out calculation in three equal checks as follows: Check #1 will be paid on the first warrant after the final salary warrant, Check #2 and #3 will be paid on August 1st of the next two subsequent years.

Once the employee has requested in writing to cash-out the Post-Retirement Health Benefits, the decision is irrevocable.

Certificated employees who are not enrolled in the Health Benefit plan at the time of retirement, and who meet the eligibility requirement for the Post-Retirement Health Benefit, may receive this premium cash-out option, as an exception to Article XX, 3d.

As with the Post-Retirement Health Benefit provisions, if the employee were to die prior to the complete distribution of "cash-out" payments, the remaining payments are not transferable/payable to the beneficiary.

5. All unit members participate in the Medicare program except those who elected not to participate in December, 1993. This coverage was made effective as of December, 1993.

ARTICLE XXI - TRAVEL

1. Unit members who are authorized to use their own automobiles in the performance of their duties and unit members who are assigned to more than one school per day shall be reimbursed for all such approved travel at the current I.R.S. mileage allowance

for all driving done after arrival at the first location at the beginning of their work day.

2. Unit members who use their personal cars for approved field trips or other approved business of the district shall receive the current I.R.S. mileage allowance.
3. Travel Assignments shall not be made to discipline unit members.

ARTICLE XXII - SCHOOL YEAR

1. Unit members shall work 185 days, 7 hour days with 180 student contract including school based days, and five Principal/Staff contract days, with the exception of unit members hired new to the District who shall work three additional days in their first year to present them with orientation to curriculum policies and procedures for the District (see Article XXIX for YRE).
2. One of the pre-service days prior to the beginning of the student year shall be available to unit members to use onsite for the full length of the unit member day for individual preparation for instruction. No required District or site meeting shall be scheduled.

ARTICLE XXIII - MISCELLANEOUS

1. Within 30 days of ratification of this agreement by both parties, the District shall post copies on the district servers and websites for distribution to each Association unit member plus additional copies for the executive committee of BVEA. Reproduction costs shall be divided equally between the parties.
2. Rules which are designed to implement this Agreement shall be uniform in application and effect.
3. Unit members who voluntarily substitute for an administrator or counselor for at least one full day, and for less than twenty (20) consecutive days, and when the daily responsibilities require duty beyond the unit member's regular duty day, will be reimbursed for each full hour required as follows:
 - A. Substitute for Principal/Assistant Principal at 1.08 of the per diem hourly rate. (Appendix A)
 - B. Substitute for Counselor at their per diem hourly rate. (Appendix A)

ARTICLE XXIV - TEMPORARY UNIT MEMBER

1. Temporary unit members shall be entitled to all benefits provided for in this Agreement.
2. Temporary unit members shall be paid in the same manner and in the same ratio to the salary schedule as full-time unit members.

ARTICLE XXV - PART-TIME EMPLOYMENT WITH FULL-TIME RETIREMENT CREDIT

1. The District may implement Education code Section 22713 when requested to do so by a unit member. The district reserves the right to restrict the number of unit members accepted for this program to a reasonable number and needs of the educational program.

ARTICLE XXVI - SAVINGS

1. If any provision of this Agreement of any application thereof to any unit member is held by a court of competent jurisdiction of the State or by a federal court to be contrary to the law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions shall continue in full force and effect.

ARTICLE XXVII - EXTENDED CONTRACTS

1. An extended contract is an optional contract in excess of the full-time contract; days in excess of full-time will be compensated at the employee's per diem hourly rate.
2. The final recommendation for employment on an extended contract rests with the Superintendent; with final decision for employment resting with the Board of Trustees.

ARTICLE XXVIII - ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement.

ARTICLE XXIX - YEAR ROUND SCHOOL EMPLOYEES

This article will be reopened in the event the District returns to a multi-track calendar.

1. The District shall compensate the unit member on intersession assignment at the unit member's per diem hourly daily rate.
2. Year Round School Teacher Track Selection.
 - a. Assignment of teachers to tracks will be accomplished through a cooperative effort between staff and site administration. The final decision as currently provided in existing contract will rest with the site administrator based upon the following prioritized criteria:
 1. Program and student needs district wide.
 2. Certification.
 3. Full-time certificated experience in the District.
 4. Family Considerations (See "B").
 - b. A unit member may request an assignment to the same track as their spouse or registered domestic partner if the spouse or registered domestic partner is

also teaching in the district. The district will make every effort to fulfill this request as per the criteria in 9a. In fulfilling this request, the District will not involuntarily transfer another unit member.

- c. Unit members and their children will be placed on tracks as closely aligned as possible unless the unit member requests otherwise.
- d. Individual unit members on individualized calendars such as psychologist, music teacher, nurse, computer teacher, Title 1, R.S.P., GATE/Enrichment may be on a flexible schedule. Unit members on a full contract will not exceed the total contract hours for the year. Unit members will work with the administration to develop their work schedules as per the contract and a., b., and c. above.

ARTICLE XXX MAINTAINING CREDENTIALS

- 1. BVEA unit members shall, as a condition of continued employment, maintain in full force and effect all credentials in good standing that they held at the time of their initial employment or that they earned during the course of District service. All such credentials shall be registered, upon completion, with the Personnel Office. The requirement of maintaining in full force and effect all credentials shall not prevent the unit member from exercising contractual rights to request transfer or reassignment under Article XVI of the collective bargaining agreement.
- 2. BVEA unit members may revoke or allow credentials to lapse, only if the guidelines listed below are adhered to:
 - a. The member has served six consecutive years in the Bear Valley Unified School District.
 - b. The Personnel Office is given a notice of "Intent to Revoke or Lapse" no later than October 1 of the academic year prior to the academic year of revocation of the credential.
 - c. When revoking a credential in a specific area, the unit member must still maintain a Multiple Subjects Credential or a Single Subjects Credential in the areas of math, science, social science or language arts.
 - d. Revocation of a credential by one employee may not cause the termination of another currently employed unit member.
 - e. If a credential to be revoked is currently being used, a transfer request must have been filed with the Personnel Office in the two consecutive years prior to filing the notice of "Intent to Revoke or Lapse".
 - f. If a credential will not have been used for three consecutive years, it may be revoked or allowed to lapse, provided that, by no later than October 1 of the third year, written notice of "Intent to Revoke or Lapse" is given to the Personnel Office.

ARTICLE XXXI - NATIONAL BOARD CERTIFICATION

A bonus of \$2,000 above placement on the Salary Schedule will be awarded annually for five years upon National Board Certification. To be eligible for the bonus the teacher must remain in a certificated position in the district and maintain current National Board Certification.

ARTICLE XXXII - GENERAL PROVISIONS

1. Beginning in the 2016-2017 fiscal year, newly hired (i.e., new to the district) unit members will be allowed a maximum of 10 years of service credit for all public school teaching experience out of the district, except
 - a. No credit will be given to incoming unit members for experience prior to fifteen (15) years from the date of employment with the District.
 - b. Unit members having been granted military service experience credit within the District will retain this credit.
 - c. No military service credit will be granted to any new unit member employed by the District, except as provided by law.

The allowable years of service credit will incrementally increase by one year in subsequent years until 2013-14 when a total of 10 years' service credit has been established.

2. Unit members who submit satisfactory evidence of approved course work for column changes by September 1st, will be advanced effective September 1st. Unit members who submit satisfactory evidence of approved course work for column changes by March 1st will be advanced effective March 1st. Prior approval of coursework for salary advancement must be obtained from the superintendent's office.
3. Class V may be obtained by an earned doctorate without a Master's Degree if from an approved institution and in a field related to the teaching assignment.
- 4a. Summer School compensation is calculated using the per diem hourly rate. Summer School instructional minutes and prep/supervision minutes shall be clearly delineated in the Summer School job flyer. A copy of the flyer will be sent to the BVEA president prior to the general distribution.
- 4b. Intervention compensation in core curricular areas is calculated/paid using the per diem hourly rate.
- 4c. Enrichment compensation for areas outside of the core curriculum is calculated/paid using the District Hourly rate.
5. COMPENSATION IN ADDITION TO SALARY
 - a. Prior to agreeing to participate in any activity or service, compensation will be determined.

- b. The Per Diem rate (unit member's annual salary divided by the number of work days) will be paid for activities or services that the District requires which are beyond the contracted work day or year.
- c. Per Diem Hourly Rate (Per Diem Rate divided by the unit member's daily work hours) will be paid for activities or services that the District requires which are beyond the contracted work day or year.
- d. The District hourly rate (Appendix A) will be paid for activities or services that the district recommends or encourages but does not require. Examples may include curriculum writing, and class coverage. (See Article XI, Section 2)
- e. The compensation from "Pass-Through" funds will be determined by the conditions of the funding source.
- f. Activities performed on a "voluntary" basis will not be compensated.

*SIGNATURES:

For the Board of Trustees

Date: _____

*SIGNATURES:

For the Bear Valley Education Association

Date: _____

*Official signatures on file at the Bear Valley Unified School District Office;
 42271 Moonridge Road, Big Bear Lake, CA 92315