

**BAKERSFIELD CITY SCHOOL DISTRICT
AND THE
BAKERSFIELD ELEMNTARY TEACHERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
REGARDING BUS DRIVER REFERRAL AND RECRUITMENT BONUS**

The Bakersfield City School District ("District") and the Bakersfield Elementary Teachers Association ("BETA") (collectively, "the parties"), enter into this Memorandum of Understanding ("MOU") with respect to the following:

Due to a shortage of school bus drivers and to incentivize the recruitment and hiring of qualified individuals to serve our students and communities, the parties desire to provide a referral bonus to any current full-time and part-time unit member who refers an external applicant, who is thereafter selected and successfully employed as a school bus driver for the District, subject to certain conditions as described herein.

Accordingly, the District and BETA agree to the following, subject to ratification by the District's Governing Board:

1. Bonus: All current full-time and part-time unit members are eligible to receive a referral bonus of one-thousand dollars (\$1,000), less applicable taxes, for referring an external applicant who is thereafter selected by the District and employed for at least ninety (90) consecutive calendar days in the following two classifications only: (1) School Bus Driver; or (2) School Bus Driver (Expanded Service).
 - a. A referring unit member is eligible to receive up to a maximum of five-thousand dollars (\$5,000) in referral bonuses per school year.
 - b. Referral bonuses shall not be split between two or more referring employees.
 - c. Referral bonuses shall be paid on the first payroll processed after the applicant has been hired and successfully completes ninety (90) consecutive calendar days of service. If the School Bus Driver's ninetieth (90th) day falls after their work calendar has concluded for the school year, both the referring unit member and the School Bus Driver must report for duty on the first workday of the following school year for the referring unit member to receive the bonus. The bonus shall be paid to the referring unit member on the first available payroll in that school year.
 - d. If a referring unit member receives a referral bonus for an individual who subsequently separates from the District for any reason, the referring unit member shall not be eligible to receive another referral bonus for referring that same individual in the future.
2. Referring Unit Member Requirements: For the referring unit member to be eligible to receive the referral bonus, the referring unit member shall satisfy the following additional conditions:
 - a. The referring unit member must complete an Employee Referral Form, which must be submitted to Human Resources.
 - b. The referring unit member must be in active and paid status at the time of their referral submission.

- c. The referring unit member must be in active and paid status at the time of the referral bonus payout.
- 3. Applicant/School Bus Driver Requirements: For the referring unit member to be eligible to receive the referral bonus, the applicant/School Bus Driver shall satisfy the following additional conditions:
 - a. The applicant/School Bus Driver shall not have been involuntarily released from any prior employment with the District.
 - b. The applicant/School Bus Driver must identify the name of the referring unit member on their online employment application when it is submitted.
 - c. The applicant/School Bus Driver must remain employed for at least ninety (90) consecutive calendar days as a School Bus Driver or School Bus Driver (Expanded Service). Such period of time excludes any time spent participating in any training programs that are required prior to becoming eligible for a School Bus Driver position.
 - d. The applicant/School Bus Driver must be in active and paid status at the time of the referral bonus payout.
 - e. Only new hires and rehires shall be considered applicants/School Bus Drivers for the purpose of this MOU (i.e., current employees selected for eligible School Bus Driver positions are not eligible for referral).
- 4. Referrals that do not comply with the processes and/or conditions described herein may not qualify for the bonus. The District reserves the right to refuse to pay a referral bonus in the case of abuse, fraud, and/or misrepresentation. Referral bonuses shall be monitored, and any disputes concerning the administration of the referral bonus program shall be resolved, by the Assistant Superintendent of Human Resources, or her designee.
- 5. The term of this MOU shall be effective on the first of the month following Board approval and shall expire on June 30, 2024, unless otherwise extended by mutual written agreement.
- 6. All components of the current CBA between the parties not addressed by this MOU shall remain in full effect.
- 7. This MOU does not establish a precedent or a binding past practice, and shall not be used or referred to in any way as creating a precedent or past practice.
- 8. This MOU satisfies the District's obligation to meet and negotiate the matters described herein.

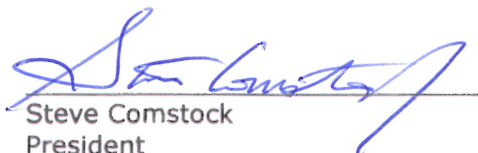
Dated: May 3, 2023

For the District:



Christine Cornejo
Assistant Superintendent
Human Resources

For BETA:



Steve Comstock
President