



# **CLASSIFIED LIAISON COMMITTEE AGREEMENT**

- **CLASSIFIED LIAISON COMMITTEE**
- **OFFICE AND TECHNICAL**
- **CONFIDENTIAL/SUPERVISORY**
- **INSTRUCTIONAL ASSISTANTS**

BRENTWOOD UNION SCHOOL DISTRICT  
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## **RECOGNITION/TERM/RIGHTS**

### **RECOGNITION**

The District hereby acknowledges the Classified Liaison Committee as the exclusive bargaining representative for all Classified employees holding those positions listed in Appendix A pursuant to PERB Certification of Representative (SF-RR-957-E).

In addition, the following employees listed in Appendix B are self represented.

- Confidential/Supervisory – self represented
- Instructional Assistants – self represented via members of the Classified Liaison Committee

### **TERM**

The term of the agreement between the district and CLC shall be July 1, 2019 through June 30, 2022. For 2020-21 and 2021-22, either party may reopen salary, benefits, and any other articles by mutual agreement.

### **ASSOCIATION RIGHTS**

The Classified Liaison Committee has the privilege of using school buildings and facilities at reasonable hours for CLC business. The CLC access informational bulletin boards, mailboxes, and the use of the Districts mail system for the posting or transmission of information or notices concerning CLC matters.

The CLC may obtain names, address and telephone numbers of unit members; seniority lists, a copy of the district budget or other financial items submitted to the Governing Board upon request.

## **WORK YEAR/WORK DAY**

### **CALENDAR**

The school calendar is developed cooperatively by the staffs of all the school Districts comprising the Liberty Union High School District. Since three Districts share in the same bus transportation system it is essential that coordination take place. A copy of the school year calendar is available at each school office, the District Office and District website.

### **WORK YEAR**

The length of the work year for each job classification is established, and a work year calendar is published annually. The normal work year for full-time Classified employees is 258 days (includes 14 paid holidays). For all other job classifications, holidays are paid in addition to the established work year. All work year calendars are available on the District website.

All classifications of employees with a 181 day work year at a school site shall have either a common start time or common end time on the workday prior to the start of the school year no matter the employee's regular schedule. The site administrator shall determine the common start or end time and communicate that to all employees. For example, a 3-hour Instruction Aide begins work at 8:30 AM and ends at 11:30 AM, including her/his entitled break. Each employee shall work the amount of hours s/he is assigned on that day unless previously approved by the site administrator.

### **WORK DAY**

The hours of the workday for each Classified assignment shall be designated by the District. The normal work week is forty hours for a full-time employee. The work day shall be 8 hours per day. This shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District.

### **MEAL PERIODS**

All employees who work more than 5 hours per day shall be entitled to a scheduled, uninterrupted, non-compensated lunch period. The length of the lunch period shall be no longer than one hour nor less than one-half hour and shall be scheduled insofar as practicable at or about the midpoint of the work shift.

Employees working at least 5 hours per day, but not more than 6 hours per day, may choose to waive their lunch break by completing an established District waiver form. (See Appendix E)

### **REST PERIODS**

Employees shall be entitled to rest periods, which, insofar as it is practicable, shall be scheduled in the middle of each work period. The rest periods are granted at the rate of fifteen (15) minutes per four (4) hours worked. For employees working less than four (4) hours per day, breaks are to be individually accommodated on an as needed basis, and should not exceed an amount of time pro-rated for the employee's work hours. For example, a 3 hour per day aide is entitled to arrange with his/her supervisor to take a 10 minute break on an as-needed basis.

(B.P. 4213.3)

### **SHORT TERM INCREASES IN HOURS**

On occasion “short term” increases in hours may be needed to perform services, upon the completion of which, the service will not be extended or needed on a continuing basis. Examples of short term hours might include: a student has unique special needs for a short period of time, during a special event such as kindergarten registration, when categorical funding allows extra tutoring for a specific block of time, translating at parent conferences, increased cleaning or gardening workload prior to special events or during breaks, etc...

The assignment of short term hours will be made by the program administrator and will be based on reasonable needs of the program and/or students. Priority for assignment will be within the job classification for that work site. Criteria used to assign hours includes, but is not limited to:

- Employee skill and expertise
- Knowledge of projects already underway
- Knowledge of student needs
- Compatibility with existing hours
- Employee qualifications, including physical ability

Length of service is recognized as a factor in the assignment of short-term hours, but does not supersede the importance of the welfare of children or efficiency of program operation. When all other factors are equal extra hours shall be assigned within the site and based on length of service within the classification.

### **CHANGE IN BASIC ASSIGNMENT (EC 45137)**

On occasion, a regular employee may add time to his/her work day through the acceptance of substitute or short term assignments or duties.

A Classified employee, who works beyond 30 minutes a day in excess of his or her part time assignment, for a period of 20 or more consecutive work days, shall have his/her assignment increased to include this additional time and be entitled to the fringe benefits provided by the District and statute on a pro-rated basis consistent with the increase in time actually worked. This can include vacation, sick leave and the District’s benefit allotment (if applicable).

## PAY AND ALLOWANCES

### PAY

The salary for each classification shall be in accordance with the salary schedules in Appendix B. The salary schedules reflect a 2.15% increase effective July 1, 2019.

Checks are available on the last business day of the month. The District requires you to have your paycheck sent electronically to your bank/credit union. A completed Direct Deposit form (included in your new hire paperwork) must be submitted to payroll at the District Office. Three to four days prior to payday you will receive an e-mail of your paystub. Please save it to a folder or print it and save it for proof of employment, refinancing a home etc.

### HOW PAY IS CALCULATED:

Unit members will receive their annual salary divided into 12 equal payments.

Below is an example of a payroll calculation for a 3 hour/day Instructional Assistant:

The number of workdays in year	182.00
Number of paid holidays in year	+13.00
Number of paid vacation days in year	+ <u>8.33</u> (increases with seniority in district)
Total number of <u>paid days</u> in year	203.33
Number of hours worked per day	x <u>3.00</u> (example only, assignment will vary)
Total number of <u>paid hours</u> in year	609.99
Paid hours per month	$610 \div 12 = 50.83$

This monthly amount is then multiplied by the hourly rate of pay to arrive at the amount of the gross monthly earnings. In the example above, if the employee earns \$15.22 an hour, her/his gross earnings would be \$773.63 (610 hours divided by 12 months = 50.83 hours per month x \$15.22 per hour).

### OVERPAYMENT OF SALARY

While employees receive 1/12<sup>th</sup> of their calculated annual salary every month, not every month includes 1/12<sup>th</sup> of the annual contracted workdays. For employees terminating during a school year this can result in an overpayment of wages. Our payroll department carefully calculates the pay status of each terminating

employee. Any employee who has been overpaid at the time of termination will be contacted to arrange for repayment of the excess salary received.

#### **OVERTIME**

For purposes of this policy, overtime is defined to include any ordered and authorized time worked in excess of eight (8) hours in any one day or any one shift or in excess of forty (40) hours in any calendar week. Overtime must be authorized in writing prior to its being performed. Overtime shall be paid at the rate of time and one-half. (B.P. 4253)

#### **COMPENSATORY TIME OFF**

An employee may elect to accept compensatory time off in lieu of a cash payment for overtime. Use of comp time must be approved by the supervisor and cannot impair the services rendered by the District. Compensatory time must be taken within 12 calendar months following the month in which the overtime was worked. If compensatory time is not taken, the District shall pay the employee in cash for all such time at the appropriate overtime rate. The District Compensatory Time Log is to be used to document authorized time earned and used.

#### **OUT OF CLASS PAY**

An employee who is authorized to work in a classification other than his/her own shall be paid out of class pay. Upon working out of classification five (5) days in a fifteen (15) day period in the same assignment, the employee will be paid on the salary range for the position at the step which is at least 3% above the employee's current salary. Employees at the top end of the pay schedule shall be paid at the unit member's current step and the range of the higher classification in which the employee is working.

#### **CALL BACK TIME**

Any employee called back to work after completion of his/her regular assignment shall be compensated at 1.50 times the employee's regular hourly rate, and for a minimum of one (1) hour. (Example: alarm calls, emergency repairs, etc.) Call back time does not apply to employees voluntarily adding hours or voluntarily substituting for absent employees.

#### **LONGEVITY**

All regular Classified employees receive longevity: 2.5% after the first 10 years; an additional 2% after 15 years; an additional 2% after 20 years; an additional 2% after 25 years; and, an additional 2% after 30 years.

#### **STIPENDS - MILEAGE**

Mileage at the IRS rate will be paid on a district expense claim form to unit members required to use their personal vehicle to travel between work sites and/or for district business.

#### **STIPENDS**

A monthly stipend of \$41.00 shall be provided to those Instructional Aides that are required, as a part of their regular assignment, to assume the additional responsibility to provide regular diapering, regular toilet assistance, regular medical support to students with catheters, tracheotomy tubes, feeding tubes, etc., regular administration or direct supervision of injections, and/or have the regular responsibility for the toileting of a dog.

This stipend will be paid only to those Instructional Aides who are regular employees with the specific assignment to provide such service during the regular school year and/or the extended school year program. Employee assignments will be reviewed on the monthly payroll cycle and stipends will be authorized by a District-Level Special Education Administrator.

This stipend is per employee per month, regardless of the number of hours per day the employee works, the number of students an individual employee may be supporting, and the number of student attendance days per month.

**6<sup>th</sup> Grade Camp:**

Employees who attend sixth grade camp within the responsibilities of their position will receive the same stipend provided to BTA Unit Members per the BTA-BUSD Collective Bargaining Agreement, Supplemental Assignment List.



## HEALTH AND WELFARE BENEFITS

### 1. Health and Welfare Plans shall be as described in Appendix C:

- A. Each regular, full-time unit member shall be entitled to a standard monthly fringe benefit allowance which is to be used to purchase medical benefits. Regular part time unit members who work four (4) hours or more per day will receive benefits on a prorated basis.
- B. The allowances for full time unit members for calendar year 2020 is as follows:
  - i. employee only \$786.23/mo.
  - ii. employee + 1 \$1122.79/mo.
  - iii. family \$1358.50/mo.
- C. Proration of the fringe benefit allotment for eligible part time employees will be based on hours worked per day as compared to an eight-hour work day within the established work year for the employee's specific job classification.
- D. Proration of cash option for eligible part time employees will be based on hours worked per day as compared to an eight-hour work day within the established work year for the employee's specific job classification.
- E. Eligible unit members must enroll in one of the district's medical plans. However, those who provide proof of alternate group medical coverage may decline the district's medical insurance and will be required to sign a Medical Insurance Waiver.
- F. Any part time unit member whose enrollment at the employee-only level in the district's medical plan creates an out of pocket cost in excess of 15% of their gross salary may choose to decline the district's medical insurance providing they have proof of other alternate coverage.
- G. In the case of unit members married to other District employees, or registered domestic partners both working in the District, each employee will receive his/her employee-only District allowance which may be combined for two-party or family coverage.
- H. Effective July 1, 2016, the District will provide dental benefits to eligible unit members under the District's dental insurance program, at no cost to the unit member. Effective July 1, 2017, in the case of unit members married to other District employees, or whose registered domestic partner is also a District employee, the District will provide coverage to each employee under only one District sponsored policy, except that the District will continue to provide coverage under two separate policies for qualifying unit members whose spouses or partners also were covered under the dental plan as of June 30, 2017.

- i. For less than full time benefit-eligible employees whose first date of paid service is after June 30, 2020, the District shall provide dental benefits to the eligible unit members under the District's dental insurance program at no cost to the unit member.
- ii. For less than full time benefit-eligible employees whose first date of paid service is after June 30, 2020, the District shall provide employee-only dental benefits at no cost to the unit member. The District's contribution shall be prorated based upon the unit member's FTE for employee plus one and family plans.
- iii. If coverage for a spouse or dependents is needed, they must be enrolled at the time of employment. The only exceptions to this rule are:
  - a. A child may be added during Open Enrollment any time prior to turning age 5
  - b. Occurrence of a "significant life event" such as marriage, divorce or adoption.
  - c. Every five (5) years, when the District participates in a Dental Census, unit members may add dependents who were not previously enrolled.

- I. Medical insurance premiums will be deducted from the standard monthly fringe benefit allowance.
- J. An optional vision plan is available.
- K. Any out-of-pocket expense incurred by the unit member for his or her own or dependent coverage will be deducted from the unit member's paycheck on a pre-tax basis under the IRC Section 125 plan.

## 2. Cash Option

- A. Any remaining fringe benefit dollars, not to exceed \$352 per month for employees hired prior to 1/1/11, or \$175 per month for employees hired after 1/1/11 (prorated for part-time), are returned to the employee as "Cash Option" dollars (taxable income under IRC Section 125 rules). Beginning on January 1, 2015, the "Cash Option" is available only to unit members who are not enrolled in a District sponsored medical plan.
- B. In the event of a change of family circumstance (marriage, death of a spouse, divorce or other similar event), a unit member may move from participation in a District-sponsored medical plan to the "Cash Option" or the reverse, if the unit member was hired on or before a date giving them eligibility for the cash option, if approved by the medical plan.

## 3. 125 Plan

- A. Employees can direct a part of their pay, on a pre-tax basis, to pay any out of pocket insurance premium costs, purchase a variety of voluntary insurance products or to place into a special account to reimburse for dependent day care expenses or un-reimbursed medical expenses.

#### 4. Commencement and Duration of Benefits

- A. Upon initial employment, unit members shall be eligible for coverage on the first day of the calendar month following the first full calendar month of employment.
- B. Upon termination of employment, unit members shall be provided the District allowance to which they are entitled for benefits, through the last day of the pay period in which the termination occurred. Coverage will continue through the following month.
- C. Unit members who are absent on account of illness and who have exhausted their accumulated sick leave, who remain medically unable to resume work shall continue to be provided with fully paid benefits during the five month extended sick leave period following the exhaustion of fully paid sick leave.
- D. The Employer shall inform in writing all qualified unit members and/or beneficiaries of their right to continue benefit coverage under provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- E. The determination of eligibility for health and welfare benefits shall not discriminate on the basis of age, sex, or marital status.

#### 5. Retiree Benefits

Unit members who have worked in the District for 20 years or more in a full time position shall be eligible for retiree health benefits, except that six (6) hour/day instructional aides who meet the other conditions under this section shall be eligible for prorated retiree health benefits. The unit member's final 5 years of employment must be in a full time position. Full time shall be defined as 8 hours per day for the full work year established for the position.

- A. For employees retiring before July 1, 2010, the district will contribute an amount not to exceed the rate for single person medical coverage in the health plan in which the retiring employee is enrolled in at the time of retirement, or the available plan which is most similar.
- B. For employees retiring between July 1, 2010, and June 30, 2011, the district will contribute an amount not to exceed the rate for employee-only Kaiser HMO.
- C. For employees who retire on or after July 1, 2011, the District will contribute for retiree health benefits the same amount as the employee-only rate for active employees.
- D. The employee must be enrolled in a district medical plan at the time of retirement. If the employee is enrolled in a plan and the premium for the employee's plan exceeds the district's contribution, the employee will be responsible for paying the district each month

for the difference. The District bears no responsibility for continuation of employee coverage under a particular plan and is obligated only to make available the contribution set forth above.

E. BUSD retirees shall be allowed to enroll in the District's vision and dental plans at the retiree's cost.

6. This coverage will continue for ten (10) years or until the employee reaches age 65, whichever comes first.**OPEN ENROLLMENT**

Each year the District will hold an open enrollment period for medical and vision insurance. During this time, employees may change medical plans, and/or add dependents not already covered by District insurance. The application period for open enrollment will be November 1<sup>st</sup> – November 30<sup>th</sup> and any changes made during this time will take effect January 1<sup>st</sup>. Open enrollment is not available for dental insurance, however, an employee may add a spouse or dependent to medical or dental at any time during the year when a 'life event' has caused that person to lose his/her other coverage.

## **TRANSFER AND PROMOTION**

### **TRANSFERS**

All employees are employees of the District and not a particular site. Transfer is defined as a move from one school or work location to another, or from a specific assignment within a job classification (i.e. ISP, 1:1, SDC...) without change in salary schedule placement, basic job classification or established number of work hours.

#### **District Initiated Transfer**

The District may initiate the transfer of any employee in order to balance workloads, reduce excess staff, or to create the best educational environment for our students. Personal preferences of the employee involved shall be considered along with the criteria listed below under Employee Initiated Transfer.

#### **Employee Initiated Transfer**

Employees may also initiate a request for transfer. Transfer requests may be indicated on the annual staffing survey, but all requests for transfer will require the completion of an In-House application in response to posted vacancies. Transfer requests will be considered based on reasonable educational needs of the school and District, and includes, but is not limited to:

- Education, experience, and other qualifications posted
- Diversity and balance of experience and interpersonal styles within the work site
- Educational program needs
- Skills suitable for grade level of students
- Consideration of current performance (observations, written evaluations, etc.)
- Length of Service in the District

The following Classified transfer process and timeline will be followed:

- A. Employee indicates interest in transfer for the subsequent year on the annual staffing survey form provided by the District. (by 2/1)
- B. Classified staffing projections provided to the site/program administrator. (by 4/1)
- C. Site Administrators develop Classified staffing assignments within their site according to position entitlement (number of hours and basic job classification) within the site/program. They will also take into account employees returning from leave and development of balanced staff due to new school openings or shifts in student enrollment or programs.
- D. In the event that this results in overstaffing at any site, the site Administrator will collaborate with District Administrator(s) to determine the global needs of the District and the subsequent District initiated transfer of employee(s) between sites as needed. (Any affected employee will be contacted personally by the site or District Administrator to discuss the reasons for the District-initiated transfer.)
- E. Remaining vacancies for the upcoming school year will be posted during an annual voluntary transfer window. (5/1 – 5/15) These postings shall be sent to the sites and displayed in a central location as well as being posted online. Employees

interested in transfers (transfer is defined as a move from one school or work location to another, or from a specific assignment within a job classification [i.e. ISP, 1:1, SDC...] without change in salary schedule placement, basic job classification or established number of work hours) will complete an in-house application within the specified timeline. During this annual voluntary transfer window, an in-house interview process will take place before candidates from the outside will be considered.

- F. Classified employees who submit an in-house application for a transfer request for the upcoming school year will know whether their request has been granted or denied within 10 days of their interviews. If an employee initiated transfer request is denied, the employee shall be provided with specific reasons in writing upon request.

## **JOB OPENINGS**

Whenever a job opening occurs in any existing classification or as the result of the development or establishment of new classifications, a notice of such opening shall be posted on employee's bulletin board at work location and on the District website ([www.brentwood.k12.ca.us](http://www.brentwood.k12.ca.us)). Vacancies shall be posted for not less than five working days. Current employees who qualify and who wish to apply shall be considered on a competitive basis with other applicants, however, when all else is equal, preference shall be given to in-house applicants. (B.P. 4001)

Criteria used for the selection process will be based on the reasonable needs of the school and District and includes, but is not limited to:

- Education, experience, and other qualifications posted
- Diversity and balance of experience and interpersonal styles within the work site
- Educational program needs
- Skills suitable for grade level of students
- Consideration of current performance (observations, written evaluations, etc.)

*NOTE: Length of service is recognized as a factor in selection of in-house applicants but does not supersede the importance of the welfare of students and District programs.*

## **In-House Applicants – Process and Timeline**

- A. An in-house process will take place for known vacancies as they become available.
- B. Postings for vacancies shall be sent to the sites and displayed in a central location. The posting shall contain a closing date for submitting an application no sooner than five working days after the posting date. The District's in-house application form is available on the Inside Brentwood website.
- C. Any employee may apply for a posted vacancy by submitting the District in-house application by the closing date.
- D. If required qualifications for the position are met, in-house applicants will be granted an interview. The selection criteria used is outlined above.
- E. An employee who applies for a posted vacancy and who is not selected may, upon request, be given the reasons for non-selection by the hiring administrator.
- F. A vacancy that is 45 min. or less at a site can be filled from within the site without a District wide posting.

G. A separate application and interview process will take place for each job posting.

## LEAVES OF ABSENCE

### REPORTING ABSENCES

All employees of the Brentwood Union School District are expected to report all absences to the electronic absence management system. Each and every absence is to be reported, even when no substitute is required to cover the position.

Absences are expected to be reported as soon as they are known.

The District may at anytime require written verification by the employee's physician or practitioner. Verification shall be required whenever any employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that absence is not related to illness or injury. (B.P. 4261.1)

### SICK LEAVE

Sick leave shall be allowed at the rate of one day for each month worked. This leave shall be used for personal illness, injury or doctors' appointments. Up to ten days per year of sick leave may be used to attend the illness of the employee's spouse, domestic partner, child or parent. Any unused sick leave is accumulated without limit and is transferable within the California Public School System. Sick leave may be accrued and applied to service credit upon retirement for those Classified employees who have membership in PERS (Public Employees Retirement System). Sick leave shall be pro-rated for employee's working less than 12 months per year.

Unit members who work during **the entire posted** summer session shall earn hours of sick leave equal to the established summer assignment's average daily hours to be used during summer session or added to the unit member's accumulated sick leave.

### EXTENDED SICK LEAVE

Unit members shall once a year be credited with a total of not less than one hundred (100) working days of paid sick leave, including fully paid current and accumulated sick leave days. When a unit member has exhausted his/her current and accumulated sick leave and continues to be absent on account of his or her illness or accident for up to a total of one hundred (100) days, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall be compensated at not less than fifty (50%) percent of the unit member's regular salary.

### PERSONAL NECESSITY LEAVE

Up to 7 (seven) days of sick leave per school year may be used for personal necessity leave. If sick leave has been exhausted, **no** personal necessity leave days will be available.

The manner of proof of personal necessity shall be described on the employee's Leave of Absence Form and, where required, a doctor's verification is to be attached to the form.

The following reasons may be considered NECESSITY:

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- Death or serious illness of a member of your immediate family.
- Accident involving you, your property or a member of your immediate family.
- Court appearance as a litigant or as a witness under an official order.
- Personal business of a serious nature and matters of compelling personal importance (not to exceed two days per year). Use of personal business days is limited to activity that cannot reasonably be deferred to a day when the employee is free from duty and is not intended for pleasure, convenience, vacation or recreation.
- Paternity or adoption (an additional 3 days, for a total of 10 available days, will be granted for purposes of paternity or adoption). Advanced approval is required.
- Observance of religious holidays on the actual holiday (not to exceed 2 days of the 7 per year). *Please note: two weeks advanced approval is required.*
- Child's classroom activity. Advanced approval is required.
- Extension of bereavement leave.
- Legal business.
- Graduation, wedding or other ceremonies. (limited to two days per event – not to be used for recreation, pleasure, convenience, or vacation)
- Death of a friend or family member.

#### **PERSONAL BUSINESS LEAVE**

One day per school year may be used for personal or family business. This leave must be requested at least 24 hours in advance. The site Principal must pre-approve the request for Personal Business Leave, based on the following:

- Employee has available day of leave
- Adequate substitutes are available for the requested date
- No conflict exists with other school demands

The employee need not disclose the specific reason for the request for Personal Business Leave. This single day of leave will not be deducted from your sick leave. (B.P. 4277)

#### **PERSONAL LEAVE WITHOUT PAY (AWOP)**

##### **Requested**

A staff member may request and arrange with the Superintendent a personal leave without pay.

##### **Unauthorized**

Any unauthorized absence from Board designated days of employment is considered personal leave without pay. Unauthorized absence may involve some disciplinary action. The employee's next appropriate monthly warrant will reflect the amount of reduction. (B.P. 4284)

#### **PREGNANCY DISABILITY LEAVE**

- A. Absences due to pregnancy, miscarriage, childbirth and recovery there from are covered under sick leave.
- B. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician.

- C. The unit member shall provide written notice and physician verification to Human Resources as soon as possible regarding the expected date on which the leave will commence, and the expected date on which the unit member may resume duties.
- D. Available sick leave will be used only during leave which has been authorized by a physician. Extended sick leave will be used when the unit member remains on a physician authorized leave but has exhausted all available sick leave. Any further leave beyond that authorized by a physician will be without pay.
- E. Sick Leave is charged only for work days missed.
- F. For more information and forms regarding pregnancy disability leave, please visit the Employees Only section of the District website ([www.brentwood.k12.ca.us](http://www.brentwood.k12.ca.us)) under Human Resources.

#### **PARENTAL LEAVE**

- A. Unit members may elect to utilize up to 12 weeks of parental leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
- B. Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, unit members must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve (12) months) period.
- C. For birthing mothers, the 12 week child bonding leave shall commence at the conclusion of after any pregnancy disability leave.
- D. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave and run concurrently with Family Care Leave described below.
- E. Pursuant to Education Code section 44977.5, if a unit member exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to extended sick leave as defined above for the balance of the 12 week period.
- F. Pursuant to the CFRA, child bonding leave must be completed within one (1) year of the birth, adoption, or foster care placement of a child.
- G. The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
- H. Where both parents are employees of the district, the two parents are entitled to share a total of twelve (12) total workweeks of bonding leave.

#### **FAMILY CARE LEAVE**

- A. Purpose:  
In accordance with state and federal law, eligible unit members are entitled to this leave due to his/her own serious health condition, or to care for a family member (see below) who has a serious health condition.
- B. Eligibility:  
An eligible unit member is one who has worked at least 1250 hours in the preceding 12 months.
- C. Family Member:  
Spouse or domestic partner; child; and parent.
- D. Duration, Pay and Health Benefits:

1. Leave is limited to twelve weeks in a twelve-month period, and may be as short as half a regular workday.
2. Leave is without compensation unless it is taken concurrently with other paid leave.
3. The District maintains its contribution to unit member medical and dental benefits.

E. Reasons for Leave:

1. Care of a child, parent, spouse or domestic partner of the unit member who has a serious health condition;
2. Unit member's own serious health condition;
3. Bonding with newborn child or child placed with unit member in connection with adoption or foster care;
4. Because of any "qualifying exigency" arising out of the fact that the spouse, domestic partner, son, daughter, or parent of the unit member is on active duty in the Armed Forces in support of a contingency operation; or
5. Care of a spouse, domestic partner, son, daughter, parent or next of kin of the unit member and is a covered service member with a serious injury or illness.

F. Procedures:

1. Leave under this Article shall commence on the date indicated by the unit member in the leave notice provided by the unit member to her/his supervisor.
2. The leave notice shall specify: Leave will be taken pursuant to this Article, the reason for the leave, the date the leave commences, the anticipated pattern of leave use if the unit member will not be absent continuously, whether the unit member will substitute other paid leave for leave under this Article and if so how much paid leave, and the anticipated date of return to continuous active service, if known to the unit member.
3. At the time of the employee's request for leave for his/her own or his/her child's, parent's, spouse's or domestic partner's serious health condition, or within five business days of the request, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the District's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts.
4. If the employee is requesting leave to care for a child, parent, spouse or domestic partner with a serious health condition, both of the following:
  - a. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, spouse, or domestic partner.
  - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, spouse or domestic partner.
5. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job.
6. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the

- medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.
7. Leave under this Article shall terminate on the next working day following the date indicated by the unit member in the return notice provided by the unit member to her/his supervisor.
  8. The return notice shall specify: That the unit member is on leave pursuant to this Article that the unit member will return to continuous active service, and the date upon which the unit member will return to continuous active service.
  9. Upon expiration of leave taken for his/her own serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work. The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.
  10. Delivery of a leave or return notice shall be by any means reasonably likely to inform the supervisor of the unit member's absence from or return to continuous active service.
  11. If a unit member on leave under this Article determines to resign or retire without returning to continuous active service, the unit member shall provide written notice of such determination to the District, designating the last day of employment.

*NOTE: For more information and forms regarding family care leave, please visit the Employees Only section of the District website ([www.brentwood.k12.ca.us](http://www.brentwood.k12.ca.us)) under Human Resources.*

#### **BEREAVEMENT LEAVE**

Leave for up to 3 days (5 days when travel in excess of 200 miles is required) is provided for any death in the immediate family. This leave is in addition to regular sick leave. Additionally, some of your personal necessity leave may be used as outlined under **PERSONAL NECESSITY LEAVE**.

##### **Immediate Family**

For purposes of Personal Necessity and Bereavement Leave, immediate family is defined as spouse, domestic partner, parent, child, grandparent, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, of the unit member or his/her spouse or domestic partner, or any relative living in the immediate household of the unit member.

#### **JURY DUTY LEAVE**

An employee absent due to reporting to jury duty will receive full pay, which does not reduce his/her sick leave or vacation. The District is to be reimbursed the amount paid to the employee for jury duty--the employee may keep the mileage reimbursement portion of the payment. Employees with shifts that end at/before 5:00 p.m. shall upon release from service, return to work provided that time of release will allow the employee to perform a minimum of 2 hours work in his/her regular assignment. (B.P. 4276)

Employees who are placed on juror stand by and required to call into court during the work day of possible service may be excused from work that day and report the day as jury duty if any of the following criteria are met:

- The employee works more than 35 miles away from the courthouse to which they are required to report to.

- The employee has family care obligations which would create a hardship for the employee.
- The employee shall provide the District Office with a written explanation in regards to the sections above prior to one calendar week before juror service. Exceptions to the one week notification shall be made in the case of unforeseen circumstances.

### **MILITARY LEAVE**

A current unit member will be granted paid leave status when called to active duty and deployed in a manner that renders him/her unavailable to fulfill his/her normal duties during a time of armed conflict involving the armed forces of the United States.

The District will be obligated only for the pay differential between the unit member's salary and the salary received for his/her military service.

It will be the unit member's responsibility to provide the District with the documentation of the salary received for his/her military service.

Within thirty (30) days of receiving documentation from the unit member, the District will pay the unit member the salary differential, if any, from the beginning of the unit member's paid service on active duty for a period of up to one (1) year.

Should the unit member be called to active duty again as describe in 12.18.1, they shall receive the same stipulations as listed in 12.18.2 through 12.18.4.

### **FAMILY SCHOOL PARTNERSHIP LEAVE**

An employee who is a parent of one or more children in grades K-12 may use up to 40 hours per school year of available personal leave, vacation, or comp time off to participate in school activities. Not more than 8 hours in one month may be used. Reasonable advanced notice of this leave is required. (Labor Code 230.8)

### **CATASTROPHIC LEAVE**

The Brentwood Union School District's Catastrophic Leave policy allows an employee who has (or whose family member has) a catastrophic illness/injury to request donations of sick leave from fellow employees. Donations made under the catastrophic leave program are strictly voluntary. Certain conditions must exist in order for an employee to be eligible for Catastrophic Leave. They are:

- The employee's (or family member's) catastrophic illness/injury must be verified by a doctor's statement.
- The employee will need to be off work for an extended period of time.
- The employee has exhausted all available paid leave.
- The extended leave without pay would create a financial hardship for the employee.

When all of the above conditions have been verified by Human Resources, then the employee may request donations of sick leave. Certain conditions must exist in order for an employee to be eligible to donate sick leave. They are:

- Donations must be in one day increments (maximum of 5 days).

- Donations are irrevocable.
- Donors shall not reduce their own accumulated sick leave balance to **less than 20 days.**

**ALL DONATIONS REMAIN STRICTLY CONFIDENTIAL!**

Any donations not used by the recipient shall be returned to the donor in the order in which they were received. It is important to remember that donors will be donating days of leave, not actual wages or salary. (B.P. 4261.9)

## **HOLIDAYS**

### **HOLIDAYS**

All Classified personnel will, in addition to their paid vacation time, receive the following holidays with full pay provided they are in a paid status any portion of the working day immediately preceding or succeeding the holiday:

- New Year's Day
- Martin Luther King Day
- President's Day
- Lincoln's Birthday
- Easter Holiday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Day before Thanksgiving (in lieu of Admission Day)
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or after Christmas Day

Regular employees of the District who are not normally assigned to duty during the school holidays of December 25th and January 1st shall be paid for those three holidays provided that they were in a paid status during any portion of the working day of their normal assignments immediately preceding or succeeding the holiday period.

When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

When a Classified employee is required to work on any of the above holidays, he/she shall be paid compensation for such work at one and one-half times his normal rate of pay in addition to the regular pay received for the holiday. (B.P. 4286)

## VACATION

### VACATION

Classified employees shall earn vacation each year based on a ratio calculated to the number of days in paid service established for the job classification. Part time employees (less than 8 hours a day) will receive a pro-rated vacation benefit based on hours worked per day as compared to an 8 hour work day.

The ratio of vacation days to work year (days in paid service) shall be as follows (see Appendix D):

- .043: During the first five years of employment
- .065: Beginning with the fifth year of service, to be used during the sixth year
- .085: Beginning with the fourteenth year of service, to be used during the fifteenth year
- .107: Beginning with the twenty-fifth year of service, to be used during the twenty-sixth year

Vacation is earned one year and is available to be used the next year, except for those job classifications working 181/182 days per year who will have their vacation allotment calculated and paid out each year as a part of their regular earnings.

Vacations shall be completed prior to the end of the year following the year earned. If an employee is unable to take their vacation during their work year, they will be compensated for their unused vacation following the end of the school year. Vacation time shall not be accumulated and carried over to the following year without specific written permission from the supervisor. Employees terminating for any reason shall be paid for any unused vacation earned, except those employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

Classified Vacation Accrual is Appendix D of the Classified Liaison Committee Agreement.

### **Hourly Employees**

All hourly Classified employees have their vacation pay included in their regular monthly paycheck and, therefore, are not entitled to vacation days off within their work year. Below is a list of job classifications that fall in this category:

- All Instructional Aides
- Certified Occupational Therapy Assistant
- Clerical Aides
- Campus Supervisors



## EVALUATION

Evaluation is an ongoing process to review an employee's job performance and make positive suggestions for improvement in appropriate areas.

Permanent employees shall be evaluated annually between January and the end of March. If the evaluator and the employee both consent, an employee with at least three complete years of service in the same classification, whose performance evaluations have met expectations in all areas during that period, may agree that the employee will be evaluated at least every three years. At any time, either the employee or the evaluator may withdraw consent.

Probationary employees shall be evaluated twice during the 130 working day probationary period, once during the first 60 working days and again before the end of the probationary period.

All employees shall be evaluated using the District wide standard form. The performance standards ratings are: meets expectations, needs improvement, and unsatisfactory. The evaluator shall provide comments if the employee's performance exceeds expectations or is unsatisfactory, and may provide comments for other ratings.

If an employee is rated as unsatisfactory in any area, the evaluator will develop an improvement plan with specific performance expectations and timeline to meet the expectations. At the end of the timeline, the evaluator shall re-evaluate the employee's performance and prepare a written performance summary indicating whether or not the employee has met expectations. This document shall be attached to the most recent evaluation and placed in the employee's personnel file.

The employee shall have the opportunity to read the evaluation, receive a copy, and have the opportunity to respond in writing if he/she so desire.

## **LAYOFF AND REDUCTION IN HOURS**

### **CLASSIFIED EMPLOYEE LAY-OFF**

Classified employees may be laid off from District employment due to a lack of work or a lack of funding. When the District determines that layoffs shall occur, the procedure shall be in accordance with Education Code requirements.

Seniority for all employees shall be based on date of hire within each job classification. The employee with the least seniority in the affected job class (i.e. with the most recent date of hire in that class) shall be laid off first.

If two or more employees share the same date of hire within the affected job classification, the following tie breaker criteria will be used to determine the order of layoff.

1. District date of hire – the first date of hire in any regular probationary position in the District will be used to establish seniority.
2. If two or more employees are still equal in seniority, the determination shall be by lottery. District HR staff and CLC chairperson or designee will participate in the lottery where names will be drawn. The first name drawn will be awarded the highest seniority ranking, the second name drawn will be ranked next, etc.

Whenever a Classified employee is to be laid off for lack of work or lack of funds, written notice shall be given to the employee, informing him/her of the layoff, the date the layoff goes into effect, any displacement rights, and reemployment rights. The notice shall be given: (Education Code 45117)

1. At least 60 days prior to the effective date of the layoff, if the layoff is for lack of work resulting from a bona fide reduction or elimination of service being performed.
2. No later than April 29, if the layoff is for lack of funds due to the expiration of a specially funded program at the end of any school year. However, if the termination date of the specially funded program is other than June 30, the employee shall be given notice at least 60 days from the effective date of the layoff.

The names of employees laid off shall be placed on a reemployment list in the reverse order of layoff. Classified employees who are laid off are eligible for reemployment for a period of 39 months and will be reemployed in the job classification in preference to new applicants. Employees accepting a demotion or voluntary reduction in assigned time in lieu of layoff shall be placed on the reemployment list for a total of 63 months.

### **BUMPING RIGHTS**

Employees subject to layoff due to lack of work or lack of funds may bump another employee within the same current job classification or a previously held lower job classification with less seniority in order to maintain their work hours. When implementing bumping rights, the employee cannot bump into a position with more hours to which they are currently entitled, except when the position of the least senior employee in the job classification is not more than 45 minutes larger than the senior employee's current entitlement.

For example, a 3-hour employee could bump the least senior employee in the category if that position is no more than 3.75 hours. If the position of the least senior employee is more than 3.75 hours, the senior person is not able to bump and will be placed on the appropriate reemployment list.

## RECLASSIFICATION

Reclassification may occur when:

- Significantly new job duties are permanently added to the job or job description by the supervisor.
- Significantly new or increased responsibilities (other than workload) have been permanently added to the position by the supervisor

Consideration must be given as to the frequency and time period in which the duties outside the current job description occurred. Assuming duties on one's own behalf does not constitute a basis for reclassification. The duties must be known or assigned by the supervisor for reclassification to be warranted.

Workload increase shall not be considered a basis for reclassification. ("Workload" means the volume or amount of work assigned to be completed within a given period of time: e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification.). Seniority or length of service in a position shall not be a basis for reclassification.

### **Reclassification Requests:**

- A. An individual employee may request that his/her position be reclassified. The written request must be submitted to the employee's supervisor no later than November 1<sup>st</sup> of each school year and shall include the reasons why the reclassification is warranted. The district may also initiate the reclassification process.
- B. The employee and supervisor will meet to review the request. For employee initiated requests, the employee must present facts and evidence to substantiate the reclassification.
- C. The supervisor shall review the assignment of job duties in comparison to the actual job description and shall evaluate the request based on the guidelines above.
- D. The supervisor will forward all related information including his/her recommendation to Human Resources, where information related to salary, job descriptions, and position titles will be researched as appropriated. Should the employee and the supervisor disagree on the recommendation, the employee may include his/her written statement.
- E. The Superintendent will receive a copy of all related information, including the reclassification recommendation. The employee shall be notified of the decision made. Reclassification decisions cannot be appealed. Any salary changes shall be effective at the start of the first payroll period following Board approval and shall not be retroactive.

# **DISCIPLINARY ACTION PROCEDURES**

## **DISCIPLINE/DUE PROCESS**

### **Discipline**

- A. Discipline will be based upon just cause following the just cause guidelines outlined below and in accordance with Board Policy.
- B. Discipline will include warnings, reprimands, or suspension without pay for no more than fifteen (15) working days, or termination.
- C. The following “just cause” guidelines will apply when taking disciplinary action against a unit member:
  - a. The employee must be informed of the reasons for disciplinary action and the consequences of his/her conduct.
  - b. Contract provisions, District policies and regulations, Education Code, and state and federal laws shall be the basis for disciplinary action.
  - c. An investigation has been conducted which justifies the need for disciplinary action.
  - d. Disciplinary action should be reasonably related to the nature of the offense.
- D. All information and/or proceedings regarding any actions or proposed actions shall be kept confidential by the parties except to the extent allowed by law.
- E. No unit member shall receive more than one (1) penalty under this section for any single action or infraction.

### **Right to Representation**

- A unit member will be entitled to be accompanied by a CLC representative when being disciplined. A unit member shall be entitled to be accompanied by a CLC representative when the unit member has reason to believe that a meeting is intended for disciplinary action.
- If, during the course of a meeting, the unit member has a reasonable belief that discipline may arise from the discussion, he/she may request to have a CLC representative present. If such a request is made, the meeting will be suspended in order to accommodate the unit member’s request. The meeting shall be rescheduled within a reasonable amount of time.
- Refusal by a unit member to proceed with a meeting in which discipline may arise or in which discipline exists and in which the unit member has no representative shall not constitute insubordination.

### **Progressive Discipline**

The principles of progressive discipline will be followed; however, in the event of a serious offense, the District may skip any step within the progression. For the purposes of this section, a serious offense shall include, but not be limited to offenses such as assault, theft, offenses of moral turpitude, non-permissive use of District property, felony conviction, and falsifying information to the District.

By way of illustration, progressive discipline steps are:

1. Verbal warning

2. Written warning (not placed in the employee's personnel file)
3. Written reprimand (placed in the employee's personnel file)
4. Suspension without pay
5. Termination

**PERSONNEL FILES**

The official personnel file of each unit member is maintained at the District office. Materials in the personnel file are available for the inspection by the unit member. Unit members shall also have the right to obtain a copy of the personnel file materials, upon request and as permitted by law.

A unit member will be given a copy of any derogatory document prior to its placement in his/her personnel file. The employee may provide a written response to such document. If submitted within 20 working days, that response will be attached to the derogatory document.

## **SAFETY**

### **SAFETY OF PERSONNEL**

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 or designee, and the appropriate law enforcement authorities shall be informed by the unit member and the administrator under whose direction or supervision the unit member works.

### **SAFE WORKING CONDITIONS**

Unit members shall not be required to work in unsafe, unhealthy, or hazardous conditions, or to perform tasks that endanger their health, safety, or well-being, as determined by the site administrator and District administration.

Each employee shall report, in writing, any unsafe conditions in his/her working environment to the immediate supervisor. That supervisor shall, within twenty (20) working days, respond in writing to his/her employee, stating what will be done to make the condition safe or if no action will be taken, the reason(s) why.

### **DISTRICT-WIDE SAFETY COMMITTEE**

The District maintains a District-wide safety committee. The Association may appoint one (1) representative to participate on the committee.

Committee members may submit items for the meeting agenda at least three (3) workdays prior to the meeting.

The Safety Committee shall review and provide input to the District Disaster Preparedness Plan and Emergency Procedures and other District wide health and safety procedures.

### **SITE SAFETY COMMITTEE**

Each site shall have a safety committee. The committee shall include the Principal or designee, at least one (1) unit member selected by unit members at the site. All members shall be volunteers.

Each year, the site safety committee shall review and provide input to the site emergency preparedness plan and other health and safety procedures specific to the site.

Unit members may place on the site safety committee meeting agenda concerns regarding site wide health, safety and student discipline, after discussing any such concerns with the Principal, and if the Principal agrees that the item is appropriate for consideration by the site safety committee.

Universal Precautions: Universal precautions shall be observed throughout the District to protect employees from contact with potentially infectious blood or other body fluids. According to the concept of universal precautions, all human blood and certain human body fluids are treated as if known to be infectious for blood borne pathogens.

### **DISTRICT SAFETY COMPLIANCE**

The District shall make every attempt to conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulation adopted under State or Federal law which is applicable to the District.

### **WORKPLACE INJURY AND ILLNESS PREVENTION**

The District provides a healthy and safe working environment for all employees. An Injury and Illness Prevention Plan is annually updated and available on the District website. Employees are expected to perform their duties in the safest manner possible to avoid most accidents and injuries.

#### Employees shall:

- Report any and all hazards to your immediate supervisor
- Follow proper procedures for all tasks

### **INJURIES ON SCHOOL PROPERTY OR ON SCHOOL BUSINESS**

Employees are covered under Workers' Compensation Insurance for on-the-job injuries.

- All accidents must be reported to the supervisor's office immediately.
- The employee will then make a toll-free telephone call to Company Nurse before leaving the premises.
- Company Nurse contact numbers are posted at all sites. The injured worker will give the details of his/her injury to a registered Nurse (the secretary or supervisor can do this if the worker is unable).
- The Nurse will give on-the-spot triage and will advise the employee as to whether or not they need to see a doctor. If they do, the employee will be directed to one of the approved panel of treating physicians.
- All injuries, even minor ones, must be reported to Company Nurse.
- Employees wishing to designate their own personal physician for treatment for all work related injuries may do so by completing the proper form available in the Human Resources Department.

### **EMPLOYEE PROTECTION**

It is understood that bargaining unit members may exercise the amount of physical control reasonably necessary to protect themselves or to ensure the safety of students and other unit members.



## **PROFESSIONAL GROWTH**

### **PROFESSIONAL GROWTH PLAN**

The Brentwood Union School District encourages all employees to participate in professional growth activities. This includes opportunities for study, skill acquisition, and promotion. The BUSD Professional Growth Program is designed to improve service to the school District as well as to promote professional and educational growth of the employee. Under the Professional Growth Program, unit members completing an approved professional growth plan would be eligible to receive an annual salary stipend after attaining permanent status.

Classified employees wishing to participate in the District Professional Growth Program will:

1. Select a professional growth advisor.
2. Meet with the advisor to complete an approved Professional Development Plan. Submit plan to the District office.
3. Participate in professional growth activities, submitting documentation to the District office.

Credit towards a professional growth increment will be granted for college degrees (AA or BA/BS) and any special certifications that are directly related to the employee's current job.

A copy of the Professional Growth Plan is available from the Human Resources Department.

## APPENDIX A

### JOB CLASSIFICATION BY BARGAINING GROUP

<b>Bargaining Group</b>	<b>Job Classifications Included</b>	<b>Representation</b>
<b>Maintenance &amp; Operations, Food Services</b>	Custodian – Day Custodian – Night Food Services Assistant Food Services Noon Duty Food Services Nutrition Specialist Food Services Site Lead I Food Services Site Lead II Groundskeeper Maintenance Craftsman Maintenance General Warehouse Delivery Driver Warehouse Person	<b>California School Employees Association (CSEA)</b>
<b>Office/Technical</b>	Behaviorist Clerical Aide Computer Technician District Secretary I District Secretary II District Receptionist Facilities Technician Library Clerk I Library Clerk II Occupational Therapist Personnel Clerk School Secretary I School Secretary II Speech/Language Assistant (SLPA) Senior Account Clerk Systems Administrator Technology Support Specialist	<b>Classified Liaison Committee (CLC)</b> As recognized by PERB
<b>Instructional Aides</b>	After-School Lead for ASES Grant Bus Aide Certified Occupational Therapy Assistant Educational Sign Language Interpreter Instructional Aide, Bilingual Instructional Aide, Computer Lab Instructional Aide, Employee After School Care Program Instructional Aide, Regular Instructional Aide, Special Education Licensed Vocational Nurse Translation Aide	<b>Self-Represented via Members of CLC</b>
<b>Campus Supervisors</b>	Campus Supervisor	<b>Self-Represented via Members of CLC</b>

## APPENDIX B – SALARY SCHEDULE

Brentwood Union School District

2019-2020 CLASSIFIED SALARY SCHEDULE													
CLC-OFFICE/TECHNICAL													
Work Year		Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
258	Systems Administrator	\$ 5,070.73	\$ 29.48	\$ 5,285.24	\$ 30.73	\$ 5,507.93	\$ 32.02	\$ 5,743.89	\$ 33.39	\$ 5,985.99	\$ 34.80	\$ 6,239.32	\$ 36.28
258	Tech Suppt Specialist	\$ 4,765.30	\$ 27.71	\$ 5,036.00	\$ 29.28	\$ 5,275.03	\$ 30.67	\$ 5,482.39	\$ 31.87	\$ 5,641.74	\$ 32.80	\$ 5,867.50	\$ 34.11
258	Computer Technician	\$ 4,568.15	\$ 26.56	\$ 4,776.53	\$ 27.77	\$ 4,957.34	\$ 28.82	\$ 5,107.50	\$ 29.69	\$ 5,254.60	\$ 30.55	\$ 5,404.76	\$ 31.42
258	Sr. Account Clerk	\$ 4,348.53	\$ 25.28	\$ 4,556.91	\$ 26.49	\$ 4,769.38	\$ 27.73	\$ 4,993.09	\$ 29.03	\$ 5,230.08	\$ 30.41	\$ 5,479.33	\$ 31.86
258	Facilities Technician	\$ 4,348.53	\$ 25.28	\$ 4,556.91	\$ 26.49	\$ 4,769.38	\$ 27.73	\$ 4,993.09	\$ 29.03	\$ 5,230.08	\$ 30.41	\$ 5,479.33	\$ 31.86
258	Fiscal Analyst-SpEd	\$ 4,141.16	\$ 24.08	\$ 4,355.68	\$ 25.32	\$ 4,571.21	\$ 26.58	\$ 4,785.73	\$ 27.82	\$ 5,001.26	\$ 29.08	\$ 5,217.82	\$ 30.34
258	Receptionist - DO	\$ 3,304.88	\$ 19.21	\$ 3,494.63	\$ 20.32	\$ 3,712.50	\$ 21.58	\$ 3,907.52	\$ 22.72	\$ 4,113.09	\$ 23.91	\$ 4,330.96	\$ 25.18
209	School Secretary I	\$ 2,842.83	\$ 19.21	\$ 3,008.32	\$ 20.33	\$ 3,195.25	\$ 21.59	\$ 3,363.80	\$ 22.73	\$ 3,540.52	\$ 23.92	\$ 3,726.43	\$ 25.18
209	School Secretary II	\$ 3,247.35	\$ 21.94	\$ 3,478.21	\$ 23.50	\$ 3,639.60	\$ 24.59	\$ 3,802.02	\$ 25.69	\$ 3,976.70	\$ 26.87	\$ 4,155.46	\$ 28.08
258	District Secretary I	\$ 4,064.55	\$ 23.63	\$ 4,287.24	\$ 24.93	\$ 4,510.94	\$ 26.23	\$ 4,735.67	\$ 27.53	\$ 4,960.40	\$ 28.84	\$ 5,182.07	\$ 30.13
258	District Secretary II	\$ 4,492.56	\$ 26.12	\$ 4,672.34	\$ 27.16	\$ 4,861.32	\$ 28.26	\$ 5,054.38	\$ 29.39	\$ 5,256.64	\$ 30.56	\$ 5,480.35	\$ 31.86
209	Library Clerk I	\$ 2,892.89	\$ 19.55	\$ 3,046.11	\$ 20.58	\$ 3,208.53	\$ 21.68	\$ 3,364.82	\$ 22.74	\$ 3,524.18	\$ 23.81	\$ 3,677.40	\$ 24.85
209	Library Clerk II	\$ 3,064.50	\$ 20.71	\$ 3,226.92	\$ 21.80	\$ 3,395.47	\$ 22.94	\$ 3,557.88	\$ 24.04	\$ 3,725.41	\$ 25.17	\$ 3,934.82	\$ 26.59
		Annual		Annual		Annual		Annual		Annual		Annual	
198	Occupational Therapist		\$ 74,567.46		\$ 78,084.48		\$ 81,771.08		\$ 85,629.28		\$ 89,672.38		\$ 93,905.47
198	Behaviorist		\$ 79,392.00		\$ 83,137.84		\$ 87,066.53		\$ 91,175.00		\$ 95,480.63		\$ 99,981.36
		Hourly		Hourly		Hourly		Hourly		Hourly		Hourly	
258	Personnel Clerk		\$ 16.64		\$ 17.60		\$ 18.31		\$ 19.11		\$ 19.86		\$ 20.74
258	Clerical Aide - Purch		\$ 16.64		\$ 17.60		\$ 18.31		\$ 19.11		\$ 19.86		\$ 20.74
181	Clerical Aide		\$ 16.64		\$ 17.60		\$ 18.31		\$ 19.11		\$ 19.86		\$ 20.74
181	Spch/Lang Asst.-1		\$ 25.18		\$ 26.28		\$ 27.46		\$ 28.67		\$ 29.97		\$ 31.30
181	Spch/Lang Asst.-2		\$ 23.91		\$ 25.00		\$ 26.17		\$ 27.41		\$ 28.72		\$ 30.08
181	Spch/Lang Asst.-3		\$ 23.79		\$ 24.89		\$ 26.09		\$ 26.57		\$ 28.58		\$ 29.91
<p><b>ALL EMPLOYEES ARE PAID ONCE A MONTH IN 12 EQUAL PAYMENTS.</b></p> <p>Employees in Occupational Therapist and Behaviorist positions have a 198 day work year, paid holidays and vacation do not apply.</p> <p><b>LONGEVITY:</b> All regular classified employees receive Longevity: 2.5% after first 10 years; an additional 2% after 15 years; an additional 2% after 20 years; and an additional 2% after 25 years; and an additional 2% after 30 years.</p> <p>2.15% SALARY INCREASE EFF 7/1/19 BOARD APPROVED July 22, 2020</p>													

Brentwood Union School District

**2019-2020 CLASSIFIED SALARY SCHEDULE**

INSTRUCTIONAL ASSISTANTS													
Work Year		Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
181	Cert. Occ Thrpy Asst.		\$ 25.18		\$ 26.28		\$ 27.46		\$ 28.67		\$ 29.97		\$ 31.30
181	Lic Vocational Nurse		\$ 25.18		\$ 26.28		\$ 27.46		\$ 28.67		\$ 29.97		\$ 31.30
181	Ed. Sign Lang. Intrpr.		\$ 25.18		\$ 26.28		\$ 27.46		\$ 28.67		\$ 29.97		\$ 31.30
181	Behavior Technician		\$ 21.48		\$ 22.59		\$ 23.57		\$ 24.63		\$ 25.68		\$ 26.82
181	Instnl Aides (all)		\$ 16.64		\$ 17.60		\$ 18.31		\$ 19.11		\$ 19.86		\$ 20.74
181	ASES Aft Sch Aide		\$ 16.64		\$ 17.60		\$ 18.31		\$ 19.11		\$ 19.86		\$ 20.74
181	ASES Aft Sch Lead		\$ 18.31		\$ 19.35		\$ 20.12		\$ 21.02		\$ 21.84		\$ 22.81
180	Aide - Bus		\$ 13.29		\$ 14.02		\$ 14.72		\$ 15.45		\$ 16.16		\$ 16.92
181	*Campus Supervisor		\$ 13.00		\$ 13.00		\$ 13.00		\$ 13.00	* Reflects Minimum Wage eff 1/1/20			
181	**Campus Supervisor		\$ 14.00		\$ 14.00		\$ 14.00		\$ 14.00	** Reflects Minimum Wage eff 1/1/21			
181	***Campus Supervisor		\$ 15.00		\$ 15.00		\$ 15.00		\$ 15.00	*** Reflects Minimum Wage eff 1/1/22			

**ALL EMPLOYEES ARE PAID ONCE A MONTH IN 12 EQUAL PAYMENTS.**

**LONGEVITY:** All regular classified employees receive Longevity: 2.5% after first 10 years; an additional 2% after 15 years; an additional 2% after 20 years; and an additional 2% after 25 years; and an additional 2% after 30 years.

**OTHER STIPENDS:** A monthly stipend of \$41.00 shall be provided to those Instructional Aides that are required, as a part of their regular assignment, to assume the additional responsibility to provide regular diapering, regular toilet assistance, regular medical support to students with catheters, tracheotomy tubes, feeding tubes, etc., regular administration or direct supervision of injections, and/or have the regular responsibility for the toileting of a dog.

This stipend will be paid only to those Instructional Aides who are regular employees with the specific assignment to provide such service during the regular school year and/or the extended school year program. Employee assignments will be reviewed on the monthly payroll cycle and stipends will be authorized by a District-Level Special Education Administrator.

This stipend is per employee per month, regardless of the number of hours per day the employee works, the number of students an individual employee may be supporting, and the number of student attendance days per month.

**6<sup>th</sup> Grade Camp:** Employees who attend sixth grade camp within the responsibilities of their position will receive the same stipend provided to BTA Unit Members per the BTA-BUSD Collective Bargaining Agreement, Supplemental Assignment List.

2.15% SALARY INCREASE EFF 7/1/19  
BOARD APPROVED July 22, 2020

## APPENDIX C –HEALTH AND WELFARE

2020 Health and Welfare Benefit Rates				
Brentwood Union School District				
<b>Medical</b>				
<b>District Contribution*</b>				
	<b>Single</b>	<b>Two-Party</b>	<b>Family</b>	<b>Two BUSD Employees</b>
2020 Contribution (1.0 FTE)	\$786.23	\$1,122.79	\$1,358.50	\$1,572.46
Enter Your FTE (Your Hours/8)	1.00	<b>CONTACT HR FOR ASSISTANCE</b>		
Contribution for You	\$786.23	\$1,122.79	\$1,358.50	Contact HR if Either Employee is Not Full Time
<i>*District contributions are prorated for less than full-time employment (8 hrs/day)</i>				
<i>**Blank cells indicate no out of pocket expense for the employee.</i>				
<b>Kaiser</b>				
	<b>Single</b>	<b>Two-Party</b>	<b>Family</b>	
Deductible HMO				
2020 Rate	\$602.66	\$1,205.32	\$1,675.40	
2020 Out of Pocket**		\$82.53	\$316.90	
\$15 Copay HMO				
2020 Rate	\$766.35	\$1,532.71	\$2,130.47	
2020 Out of Pocket**		\$409.92	\$771.97	

\$5 Copay HMO				
2020 Rate	\$786.23	\$1,572.48	\$2,185.74	
2020 Out of Pocket**		\$449.69	\$827.24	
<b>Sutter Health Plus</b>				
	<b>Single</b>	<b>Two-Party</b>	<b>Family</b>	
\$20 Copay HMO				
2020 Rate	\$833.62	\$1,667.35	\$2,317.92	
2020 Out of Pocket**	\$47.39	\$544.56	\$959.42	
\$10 Copay HMO				
2020 Rate	\$846.76	\$1,693.63	\$2,354.44	
2020 Out of Pocket**	\$60.53	\$570.84	\$995.94	
<b>Dental (required, fully covered by District, no out of pocket)</b>				
	<b>Single</b>	<b>Two-Party</b>	<b>Family</b>	
2020 Rate	\$51.08	\$93.94	\$141.98	
2020 Out of Pocket***				
<b>Vision (optional, employee paid)</b>				
	<b>Single</b>	<b>Two-Party</b>	<b>Family</b>	
2020 Rate	\$8.84	\$15.80	\$21.52	
*** Dental out of pocket only applies to part-time employees hired after July 1, 2020				
<b>Revised 7/30/2020</b>				

## APPENDIX D – VACATION ACCRUAL CHART

CLASSIFIED VACATION ACCRUAL CHART					
ACCRUAL LEVELS	RATIO	WORK YEAR			
		258/258	209/222	181/194	182/195
		Vacation Days	Vacation Days	Vacation Days	Vacation Days
0-5 Years	0.043	11.09	9.55	8.34	8.39
6-14 Years	0.065	16.77	14.43	12.61	12.68
15-25 Years*	0.085	21.93	18.87	16.49	16.58
25+ Years*	0.107	27.61	23.75	20.76	20.87

\*The vacation accrual for employees with 15 or more years of service will be unchanged in 2013/14 (for use in 2014/15).

Beginning with vacation accrued in 2014/15 and credited in 2015-16, the increases to vacation earnings (shown above) will be made and the cost of those increases will be deducted from the total compensation package provided to the classified bargaining unit in the 2014/15 negotiated agreement.

Vacation is earned one year and is available to be used the next year, except for those job classifications working 181/182 days per year who will have their vacation allotment calculated and paid out each year as part of their regular earnings.

## **APPENDIX E – MEAL WAIVER**

To Whom It May Concern:

Per the Division of Labor Standards Enforcement (IWC Orders and Labor Code Section 512), I request to waive my rights to a 30-minute duty-free meal period.

I will work a total of \_\_\_\_\_ hours/day and having a required 30-minute duty-free meal break will create scheduling problems. This waiver will allow me to better serve the students in my care.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date