

# **COLLECTIVE BARGAINING AGREEMENT**

**between the**



**BRENTWOOD TEACHERS ASSOCIATION**

**and**



**BRENTWOOD UNION SCHOOL DISTRICT**

**July 1, 2016 – June 30, 2019**

*UPDATED AUGUST 2017*



## **Brentwood Teachers Association**

### **Executive Committee:**

Darrin Spencer, President  
Angela Normand, Vice President  
Jill Dalldorf, Secretary  
Sue Lackey, Treasurer  
Christine James, Elementary Member-at-Large  
Leonor Medina, Middle School Member-at-Large

### **President:**

Darrin Spencer

## **BTA Bargaining Team**

Jen Schwartz, Bargaining Chair  
Dena Silvers, Bargaining Chair  
Libby Brownrigg  
Kathleen Hernandez  
Kathy Simpson  
Joe Thornhill

Bruce Colwell, CTA Regional UniServ Staff

## **Brentwood Union School District**

### **Board of Trustees:**

Scott Dudek, President  
Jim Cushing  
Emil Geddes  
Johnny Rodriguez  
Carlos Sanabria

### **Superintendent:**



Dana Eaton

## **BUSD Bargaining Team**

Roxanne Jablonski-Liu, Asst Superintendent  
Robin Schmitt, Chief Business Official  
Chris Calabrese, Principal  
Kirsten Jobb, Principal

Sandra Woliver, Esq., Legal Counsel

**In Witness whereof, the parties hereto have executed this  
Collective Bargaining Agreement this 9<sup>th</sup> day of August,  
2017.**

  
Darrin Spencer, President  
Dana Eaton, Superintendent



## **TABLE OF CONTENTS:**

<b>ARTICLE 1 - TERM OF AGREEMENT .....</b>	<b>1</b>
<b>ARTICLE 2 - RECOGNITION.....</b>	<b>2</b>
<b>ARTICLE 3 - ASSOCIATION RIGHTS .....</b>	<b>3</b>
<b>ARTICLE 4 - ORGANIZATIONAL SECURITY.....</b>	<b>4</b>
<b>ARTICLE 5 - DUE PROCESS FOR DISCIPLINE .....</b>	<b>7</b>
<b>ARTICLE 6 - PERSONNEL FILES.....</b>	<b>10</b>
<b>ARTICLE 7 - GRIEVANCE PROCEDURE .....</b>	<b>11</b>
<b>ARTICLE 8 - SALARY PROVISIONS.....</b>	<b>16</b>
<b>ARTICLE 9 - HEALTH AND WELFARE BENEFITS .....</b>	<b>21</b>
<b>ARTICLE 10 - WORK YEAR, WORK DAY AND ADJUNCT DUTIES .....</b>	<b>24</b>
<b>ARTICLE 11 - ASSIGNMENT AND TRANSFER.....</b>	<b>29</b>
<b>ARTICLE 12 - COMPLETION OF AGREEMENT.....</b>	<b>33</b>
<b>ARTICLE 13 - MANAGEMENT RIGHTS .....</b>	<b>34</b>
<b>ARTICLE 14 - SAVINGS.....</b>	<b>35</b>
<b>ARTICLE 15 - PERSONAL AND ACADEMIC FREEDOM.....</b>	<b>36</b>
<b>ARTICLE 16 - LEAVES.....</b>	<b>37</b>
<b>ARTICLE 17 - SAFETY .....</b>	<b>50</b>
<b>ARTICLE 18 - JOB SHARES.....</b>	<b>53</b>
<b>ARTICLE 19 - SPECIAL EDUCATION .....</b>	<b>56</b>
<b>ARTICLE 20 - EVALUATION.....</b>	<b>59</b>

## **APPENDICES**

<b>APPENDIX A - SALARY SCHEDULES.....</b>	<b>63</b>
<b>APPENDIX B - SUPPLEMENTAL PAY LIST.....</b>	<b>72</b>
<b>APPENDIX C - HEALTH AND WELFARE BENEFITS SCHEDULE .....</b>	<b>74</b>
<b>APPENDIX D - GRIEVANCE FORM.....</b>	<b>75</b>
<b>APPENDIX E - REQUEST TO TRANSFER FORM .....</b>	<b>76</b>
<b>APPENDIX F - CALENDARS.....</b>	<b>77</b>
<b>APPENDIX G - CLASS SIZE REDUCTION MOU.....</b>	<b>86</b>
<b>APPENDIX H - COMMON CORE STATE STANDARDS MOU (REMOVED).....</b>	<b>87</b>
<b>APPENDIX I - JOINT BENEFITS COMMITTEE MOU.....</b>	<b>88</b>
<b>APPENDIX J - JOB SHARE TIMELINES, PROCEDURES &amp; FORM.....</b>	<b>89</b>
<b>APPENDIX K - JOB SHARE SIDE LETTER OF AGREEMENT.....</b>	<b>93</b>
<b>APPENDIX L - FAMILY MEDICAL LEAVE ACT INFO/REQUEST .....</b>	<b>94</b>
<b>APPENDIX M - CATASTROPHIC LEAVE MOU (REMOVED).....</b>	<b>96</b>
<b>APPENDIX N - SPECIAL EDUCATION STIPEND 2016-17 (REMOVED).....</b>	<b>97</b>
<b>APPENDIX O – MENTOR SUPPORT FOR UNIT MEMBERS .....</b>	<b>98</b>
<b>APPENDIX P - CILT AND TAC MOU .....</b>	<b>100</b>
<b>APPENDIX Q - CODE.ORG.....</b>	<b>104</b>
<b>APPENDIX R - YOU CUBED SUMMER CAMP – ADAMS MIDDLE SCHOOL 2017.....</b>	<b>106</b>

## **ARTICLE 1: TERM OF AGREEMENT AND REOPENERS**

1. This Agreement is made and entered into by and between the Board of Education of the Brentwood Union School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District" and the Brentwood Teachers Association, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association." Henceforth the Association and the District shall be referred to as the "Parties."
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."
3. The term of this Agreement is July 1, 2016 through June 30, 2019. The provisions of this Agreement shall remain in full force and effect from the date of ratification by the parties, for the remaining term of the Agreement, except where the parties have expressly provided for retroactive application.
4. Negotiations are closed for 2017-2018, except by mutual agreement. In 2018-2019, each party may reopen one Article, except for Article 8, Appendices A-1, 2 and 3, and Article 9.

## **ARTICLE 2: RECOGNITION**

The Brentwood Union School District recognizes the Brentwood Teachers Association as the exclusive representative of all certificated employees excluding the following employees pursuant to PERB Certification of Representative (SF-RR-945-E):

Management  
Confidential  
Supervisory  
Administrative  
Substitute Teachers

### **ARTICLE 3: ASSOCIATION RIGHTS**

1. The Association has the right under the EERA to represent bargaining unit members in their employment relations with the District. Nothing in the Agreement shall be construed as a waiver of such rights.
2. Representatives of the Association shall have the privilege of using school buildings and facilities at all reasonable hours for Association business.
3. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards designated by the District for Association notices, at least one (1) of which shall be provided in each school building in areas frequented by employees. The Association may use the District mail service and employee mailboxes, and electronic mail service, for Association communications to employees, subject to legal restrictions. Any correspondence that is labeled as confidential shall be treated as such.
4. Authorized representatives of the Association shall be permitted to transact official Association business on school property, after signing the visitor log in the main office, at all reasonable times, so long as said activity does not interfere with the educational process.
5. Names, addresses and telephone numbers of unit members shall be provided without cost to the Association.



## **ARTICLE 4: ORGANIZATIONAL SECURITY**

### **1. Dues Deduction**

- A. Any unit member who is a member of the BTA/CTA/NEA or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months beginning with the September paycheck each year. Monthly deductions for unit members who sign such authorization after the commencement of the school year shall be for that portion of the year for which they are members.
- B. The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments to BTA/CTA/NEA as authorized by unit members and the Association. Association members and non-Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.
- C. With respect to all sums deducted by the District pursuant to Section 1.B above and 3.B below, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of Association and non-Association members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- D. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- E. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provision of this agreement or their implementation and agrees to pay any judgment or settlement liability arising out of such challenges.
- F. The Association shall have the exclusive right to decide and determine whether any such action or proceeding, referred to in Section E above, shall or shall not be compromised, resisted, defended, tried or appealed.
- G. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing within thirty (30) days after such submission is made pursuant to Sections 1.B or 3.B.

2. Maintenance of Membership

- A. The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the thirty 30-day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump sum cash payment of dues for the year, the District shall deduct membership dues as provided in Education Code Section 45601 and in the same manner as set forth in Sections A and B above.

3. Agency Fee

- A. Agency fee will not be implemented until the Association provides the District with written notification. Until such time as the Association provides the District with notification that agency fee is to be implemented, Article I, Section 3 is held in abeyance.
- B. For a unit member who is not a member of the BTA/CTA/NEA, or who does not make application for membership within thirty 30 days from the date of employment within the bargaining unit, the District shall deduct monthly from the salary a fee in an amount equal to one-tenth (1/10) of the membership dues, initiation fees and general assessments, for that portion of the year for which they are employed. There shall be no charge to the Association for such mandatory agency fee deductions.

4. Objection to Membership

- A. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; such unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:
- i. Save the Children
  - ii. Special Olympics
- B. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year, September 1

5. Any unit member making payments as set forth in Sections 3.B and 4.A above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying reasonable costs of using said grievance or arbitration procedures.

## **ARTICLE 5: DUE PROCESS FOR DISCIPLINE**

### **1. Right to Representation**

- A. A unit member shall be entitled to be accompanied by an Association representative when being disciplined under the provisions of this Article. A unit member shall be entitled to be accompanied by an Association representative, when the unit member has reason to believe that a meeting is intended for disciplinary action.
- B. When the member, during the course of a conference, has a reasonable belief that discipline may arise from the discussion, s/he may request to have an Association representative present. If such a request is made by a unit member, the meeting will be suspended, in order to accommodate the unit member's request. The meeting shall be rescheduled within a reasonable period of time.
- C. 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.

### **2. Discipline**

- A. This Article provides due process for disciplinary actions outlined below. It does not affect other personnel actions which may be governed by the Education Code.
- B. The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspension without pay for no more than fifteen (15) working days.
- C. The District shall apply the following just cause guidelines when taking disciplinary action against a unit member:
  - I. The employee should be informed of the reasons for disciplinary action and the consequences of his/her conduct.
  - II. Contract provisions, District policies and regulations, Education code, and state and federal laws shall be the basis for disciplinary action.
  - III. An investigation has been conducted which justifies the need for disciplinary action.
  - IV. Disciplinary action should be reasonably related to the nature of the offense.
- D. All information and/or proceedings regarding any actions or proposed actions under this Article 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 Article for any single action or infraction.

F. Progressive Discipline

The following stages of the progressive disciplinary process shall be applied in disciplining unit members except where the serious nature of the offense justifies bypassing any of the step(s) outlined below. 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.

i. Verbal Counseling/Warning

The District shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warnings may result in a post-conference summary memorandum. The post-conference summary memorandum shall not be placed in the unit member's personnel file but may be attached to a Written Warning and/or Written Reprimand and placed in the personnel file in the event that additional steps of progressive disciplinary process are utilized.

ii. Written Warning

Subject to F above, a Written Warning will not be used unless the unit member has been verbally counseled/warned for a separate and similar action or infraction. A Written Warning shall not be placed in a unit member's file but may be attached to a Written Reprimand and placed in the personnel file if additional steps of the progressive disciplinary process are utilized.

iii. Written Reprimand

Subject to F above, a Written Reprimand will not be used unless the unit member has received a Written Warning for a separate and similar action or infraction. A Written Reprimand shall be placed in the unit member's personnel file.

iv. Suspension Without Pay

Subject to F above, a unit member will not be suspended without pay unless he/she has been given a written reprimand for a separate and similar action or infraction. A copy of the suspension order shall be given to the unit member and placed in his/her personnel file. No unit member will be suspended without pay for more than fifteen (15) working days for an offense. By mutual consent, a unit member may have his/her salary withheld in lieu of suspension.

v. The sequence from Verbal Counseling/Warning through Suspension Without Pay must be within a four (4) year period.

G. Notice

Notice of suspension will be in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy will be concurrently provided to the Association president. The Notice of Suspension will contain:

- i. A statement of the specific actions or omissions upon which the action is based;
- ii. A statement of the cause(s) for which action is recommended;
- ii. Where applicable, the Education Code section, policy, rule regulation, or directive violated;
- iii. Penalty proposed and effective date;
- iv. A statement of the unit member's right to challenge the proposed action by submitting a request for a hearing to the Human Resources Office within ten (10) business days of the notice.

H. Hearing

The hearing shall be conducted by an arbitrator selected by agreement between the Association and the District. The hearing shall commence within 20 days of selection of the arbitrator. The decision of the arbitrator shall be in writing and shall be final and binding.

- I. Suspensions without pay shall not reduce or deprive the unit member of seniority or other rights or any fringe benefits.
- J. A unit member is entitled to be represented by the Association at any stage of disciplinary action.
- K. An employee may attach his/her own statement to any documentation in the progressive disciplinary process.
- L. Among the steps included above in the progressive disciplinary process, only Suspension without Pay may be grieved under this Article. There shall be no loss of pay to a unit member until after the completion of the grievance process if the action is challenged.

## **ARTICLE 6: PERSONNEL FILES**

1. There shall be a single official personnel file for each unit member. This file shall be kept in the central administrative office of the District.
2. Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request and as permitted by law. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in her/his review of the file.
3. Information of a derogatory or disciplinary nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory or disciplinary statement, her/his own comments. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
4. All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

### **1. Definitions**

- A. A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- B. The "grievant" is the unit member, unit members, or the Association making the claim.
- C. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- D. A "day" is any duty day in which the grievant is required by contract to render service.

### **2. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged contract violations that may from time to time arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- A. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and to have the matter adjusted without intervention by the Association, as long as the adjustment is reached prior to mediation and the adjustment is not inconsistent with the terms of this Agreement.
- B. The District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity confirm that the collective bargaining agreement is not violated.
- C. The time limits specified at each level should be considered to be maximums and an effort should be made to expedite the process. Upon mutual written agreement the time limits may be held in abeyance in order to provide time for full investigation and for the Association to complete its responsibilities under duty of fair representation.
- D. In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year, upon written mutual agreement, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as it is practicable.
- E. Grievance timelines may be extended into regular breaks in the student and work calendars with the mutual agreement of the Parties.
- F. Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.



3. Procedure

A. Informal Level

- i. Before filing a formal written grievance, the grievant shall attempt to resolve the grievance in an informal conference with the grievant's immediate supervisor.
- ii. The grievant shall clearly identify the article(s) of the contract allegedly violated.
- iii. In the case of an Association grievance, the informal conference shall be held with the site administrator for site-specific issues or with the responsible District administrator for District-related issues.
- iv. The informal conference shall take place within ten (10) days after the event or circumstance occasioning the alleged grievance or within ten (10) days after the grievant becomes aware of the event or reasonably should have become aware, through no fault of the grievant.
- v. However, under no circumstances shall this take place or the grievance procedure be initiated, later than six (6) months after the event or circumstance, unless the Association is the grievant and the Association initiates the grievance within ten (10) days of an officer or site representative acquiring knowledge of the alleged violation.
- vi. The informal level shall be completed within fifteen (15) days of the grievant's request for an informal conference, unless this time limit is extended by mutual agreement of the parties.

B. Formal Level One: Immediate Supervisor

- i. If the grievance is not resolved at the informal level, the grievant shall present a formal written grievance within the (10) days of the informal conference to the immediate supervisor using the grievance form (Appendix D), with a copy simultaneously provided to the Association.
- ii. The grievance shall clearly identify the specific provision of the contract at issue, the circumstances of the grievance (a concise statement concerning the violation, misapplication or misinterpretation with dates, names and places as appropriate), the date of the alleged violation, and the remedy sought.
- iii. The immediate supervisor and grievant may meet within five (5) days of receipt of the grievance, if either believes a meeting could reasonably lead to a resolution. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to the grievant within ten (10) days of receipt of the grievance or such meeting, whichever is later.

C. Formal Level Two: Superintendent

- i. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no disposition has occurred within the specified timelines, the grievant may submit a written appeal to Level Two, with a copy simultaneously provided to the Association, within ten (10) days of receipt of the Level One response. The appeal must include the original grievance and identify the reason(s) for the appeal, including the specific elements of the Level One disposition with which the grievant disagrees.
- ii. The Superintendent or her/his designee and the grievant shall meet within ten (10) days of receipt of the grievance appeal and attempt to resolve the grievance. The Superintendent or designee shall provide a written disposition of the grievance, including the reasons therefore, to the grievant within ten (10) days of such meeting.
- iii. If the grievant is not satisfied with the disposition of the grievance or if no disposition has occurred within the timelines specified for Level Two, within five (5) days of receipt of the Level Two response, the grievant may submit a written request to the Association to refer the grievance to mediation.

D. Level Three: Mediation

- i. If the Association agrees to refer the grievance to mediation, within ten (10) days of receipt of the grievant's written request, the Association shall request that the California State Mediation/Conciliation Service (CSMCS) assign a mediator to attempt to resolve the grievance. The Association will provide a copy of its request for assignment of a mediator to the Superintendent.
- ii. In the event that the grievant, the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the mediator within twenty (20) days from the first meeting held by the mediator, either the Association or the District may terminate mediation. If either Party or the mediator terminates mediation, the grievance may proceed to Level Four. However, the Parties may mutually agree in writing to extend the mediation timelines.

E. Level Four: Arbitration

- i. The grievant may, within ten (10) days after termination of mediation, request in writing, with a copy to the Superintendent, that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to arbitration, provided the Association has concluded its internal process to discharge its duty of fair representation to the unit member(s). The Association shall notify the Superintendent in writing, if the Association anticipates that its internal process will exceed twenty (20) days. In no case, shall the Association's internal process exceed twenty-five (25) days. The Association shall provide written notice to the Superintendent within two

(2) days, once its internal process has been concluded and a decision to proceed to arbitration has been made.

- ii. The Association and the District shall, within ten (10) days of notice to the Superintendent by the Association, attempt to select a mutually agreeable arbitrator. If the parties are unable to agree upon an arbitrator, the Association shall request a list of arbitrators from the California State Mediation and Conciliation Service (CSMCS). The Parties shall select an arbitrator from the list provided by CSMCS.
- iii. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
- iv. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as she/he judges to be proper. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties.
- v. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a court reporter and hearing room, shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

#### 4. Rights of Representation

A grievant may be represented at all stages of the grievance by an Association representative(s) of his or her choosing, as long as the process is not extended beyond one (1) work day or longer, if by mutual agreement.

#### 5. No Reprisals

No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

#### 6. Miscellaneous

- A. The Association, either in its own behalf or in behalf of more than one affected unit member in more than one work site, may initiate a grievance at Level Two.
- B. If a grievance arises from action or inaction of the District at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent with the processing of such grievance to commence at Level Two.

- C. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the individual's workday, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear at a hearing as a witness will be accorded the same right.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
- E. All grievance forms shall be found in Appendix D.
- F. Upon mutual agreement of the Association and the District, a grievance may be taken directly to mediation and/or arbitration.

## **ARTICLE 8: SALARY PROVISIONS**

### **1. Salary Schedule**

- A. Unit members shall be placed on the salary schedules in Appendix A.
- B. Unit members who serve other than the required number of workdays set forth in this Agreement shall receive a salary which is prorated according to the number of days on the salary schedule and the annual salary of the individual unit member. Notwithstanding the above, unit members who serve for one (1) full semester shall receive not less than one-half (1/2) the annual salary applicable to their class and step.

### **2. Salary Schedule Implementation**

#### **A. Payment**

The annual salaries set forth in this Agreement shall be paid in twelve (12) installments, beginning in July, and shall be issued on the last business day of each month. Unit members who are initially employed after that month's payroll deadline shall be paid on the last business day of the month following the first month of employment. Paychecks are sent electronically to the unit member's bank/credit union, pursuant to arrangements which the unit member makes with the payroll office. The District shall make appropriate deductions as mutually agreed between the District and Association, or as requested by the unit member.

#### **B. Initial Placement**

Certificated employees are placed on the salary schedule on the basis of uniform allowance of years of experience and units of training. New hires may receive up to seven (7) years of credit for prior teaching experience, or related experience for new hires in non-classroom teaching positions.

##### **i. Differential Credit for Identified Areas for Need**

- a. The District may grant new hires in identified areas of need who have the requisite credential and more than seven (7) years of prior teaching experience, or related experience for new hires in non-classroom teaching positions, a "differential stipend" in the amount of the salary the new hire would receive if s/he received full credit for the prior experience, and new hire's actual salary placement.
- b. The District shall pay the differential stipend to current unit members serving in or transferring into an area of need, based on the difference between the unit member's initial placement and his/her prior years of experience for which credit was not granted upon initial employment.
- c. The District shall pay the unit member the differential stipend so long as the unit member remains in an assignment in the identified area of need for which the stipend was initially granted. The differential stipend shall be paid in equal monthly installments.

- d. Before granting additional credit, the District shall notify BTA of the area(s) of need.
- C. Placement on the ninety (90) column requires five (5) years of District service. Credit for college units or training beyond Bachelors degree must be verified through official transcripts or other proof acceptable to the District.
- D. Advancement on the Salary Schedule
  - i. All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their column. Any unit member who actually serves seventy-five percent (75%) of an employment contract during a school year, regardless the length of the contract or percent of the regular year worked, shall advance one (1) step on the salary schedule.
  - ii. Units of credit to apply toward the salary schedule may be earned in two ways:
    - a. University Credit: Earned by class or conference attendance where it is offered by an accredited college or university.
    - b. For University Credit, a copy of the grade report card from the college or university must be submitted to the District Office upon course completion. The Course Approval form alone does not add the units to the unit member's salary.
    - c. District Credit: These credits apply to the salary schedule the same as University Credit, but apply only within the Brentwood Union School District. They would not transfer to another district.
    - d. For District Credit: Some district sponsored offerings are available for district salary schedule credit. The unit member must attend the full session each day to receive credit. No partial credit shall be granted. The course presenter will authorize credit at the conclusion of the session by submitting verified sign in sheets to the Curriculum and Instruction (C & I) Department. Upon review by C&I, salary schedule credit information will be submitted to Human Resources and verification will be emailed to each participating employee.
  - iii. Course credit for salary placement and movement on the salary schedule shall be given for post-graduate, lower division, upper division or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the District. Units of study for professional growth and district in-service (professional development) shall also be counted for salary placement and movement on the salary schedule including Continuing Education Units (CEU's) granted for attending professional development programs. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

- iv. Effective July 1, 2009, no more than six (6) semester units per year (Oct-Oct) of 'self-designed' coursework may be applied towards salary schedule credit. Self-designed courses are those where units are granted solely for lesson planning, classroom preparation activities, and/or materials development and include no structured coursework, syllabus, or other specific component designed to increase the knowledge base of the teacher.
- v. The District will not pay for fees for courses to be applied to the salary schedule.
- vi. Any college coursework not clearly connected to the subject area taught, professional training, workshop/seminars, or special District projects must be pre-approved by the designated District administrator or will not be creditable for salary schedule advancement. Course description information must be attached to the approval form. Completed forms are to be turned in to the principal for approval. A unit member denied pre-approval may appeal to the Assistant Superintendent for Human Resources or the designee.
- vii. All coursework required to obtain or renew a credential, enrich the unit member's expertise in the subject area taught, earn an advanced degree in the subject area taught, or pursue course work in a subject area commonly taught in the District will be creditable for salary column advancement and need not be pre-approved.
- viii. Classes and conferences attended during the work day cannot be used to earn University or District Credit for advancement on the salary schedule.
- ix. Verification of completion of course credit must be received by the District Office by October 1 in order to receive salary adjustment for that school year.
- x. 90 Unit Column: This column is only available to certificated employees who have at least five years of service credit as a teacher in the Brentwood Union School District. An employee must be in paid status in a certificated position for at least 75% of the employee's annual contract to be awarded service credit for that year. For employees with a start date prior to 7/1/97, no more than six semester units earned prior to 6/1/97 may be credited for placement in the 90 unit column. For employees with start dates after 7/1/97, at least nine semester units credited for placement in the 90 unit column must be earned within the last five years. All units earned for the 90 unit column must be upper division units, with the possible exceptions of in-house workshops authorized for district credit, computer, CLAD and related foreign language courses, and must be on the course approval form. All units earned for the 90 unit column must be relevant and must meet one or more of the following criteria: fulfill Special Education, BCLAD or CLAD credential requirements; enhance current curriculum; relate to classroom instruction, approved professional goal, or district established goals.

3. Supplemental Assignments

- A. Supplemental Assignments shall be voluntary and paid in accordance with Appendix B of this Agreement.
- B. Supplemental Assignments shall be posted District-wide annually. No stipends shall be provided to unit members unless they are contained in Appendix B. All assignments shall be opened to unit members before they are offered to people outside the unit. Site-specific positions shall be posted at the site.
- C. District-wide or site-specific supplemental assignments shall be included in or deleted from Appendix B, following agreement between the parties.
- D. Supplemental pay shall be determined solely according to the principle of equal work, and without regard for age, sex, color, race, religion, disability, national origin, or marital status.
- E. The parties shall create a Joint Committee on Supplemental Assignments to review the responsibilities and level of compensation of assignments on the Supplemental Pay List (Appendix B).

4. Hourly Rate

The Hourly Rate of pay shall be found on the Salary Schedule in Appendix A.

5. Mileage Rate

The District agrees to pay unit members current IRS mileage rate for the use of personal vehicles in the performance of work assignments or other district related business.

6. Work Related Expenses

The District shall pay all expenses, including, but not limited to fees, travel, lodging, meals and incidentals, incurred when the unit member is involved in an activity which is pre-authorized by a District administrator when such activity is outside of the District, pursuant to District Administrative Regulation 3350.

7. 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. The payroll department will contact any employee who has been overpaid at the time of termination to arrange for repayment of the excess salary received. In no event shall a unit member be paid for fewer contracted days than actually worked.

8. Wage Recovery Procedure

- A. When it is discovered that the District has overpaid a bargaining unit member, the following procedure shall be followed.
  - i. The District shall inform the bargaining unit member of the overpayment, and that the unit member may be represented by the Association.
  - ii. The District shall produce the payroll records of the bargaining unit member, the data that determines the placement of the bargaining unit member on the salary schedule, any supplemental assignments for which



the bargaining unit member is serving and proof that the bargaining unit member actually received the overpayments.

- iii. The District, the bargaining unit member, and the Association representative, if any, shall meet to review the data.
- iv. The District shall work to reach an agreement with the bargaining unit member, with the assistance of the Association representative, if any, for a repayment schedule.
- v. Nothing in this section shall prevent the District from pursuing overpayments through appropriate legal means.

9. Other Issues

A. Salary Stipends:

Stipends shall be contained in Appendix B.

## **ARTICLE 9: HEALTH AND WELFARE BENEFITS**

1. Health and Welfare Plans shall be 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 effective 1/1/2015 are as follows:
    - i. employee only \$683.32/mo.
    - ii. employee + 1 \$952.71/mo.
    - iii. family \$1152.71/mo.

The District will maintain full coverage for employee only at the Kaiser \$5 copay level through June 30, 2019. The District will increase the above allowances for employee + 1 and family levels by up to a 5% increase in Kaiser rates effective January 1, 2018 and up to an additional 5% again on January 1, 2019. For example, if the Kaiser rates increase by 3%, the District will increase its allowances by 3%; if the Kaiser rates increase by 6%, the District will increase its allowances by 5%.
  - C. 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.
  - D. 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.
  - E. 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. 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:
    - i. A child may be added any time prior to turning age 5
    - ii. Occurrence of a "life event" such as marriage, divorce or adoption.
  - F. Effective July 1, 2016, medical insurance premiums will be deducted from the standard monthly fringe benefit allowance.
  - G. An optional vision plan is available.

- H. 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. Section 125 Plan

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, as follows:

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

## ARTICLE 10: WORK YEAR, WORK DAY AND ADJUNCT DUTIES

### 1. Work Year

- A. The work year for all returning teachers, school counselors, and speech and language pathologists (“SLP”) is 184 days (180 student attendance days, 2 non student workdays, and 2 professional development days). The work year for Head Counselor Middle School and psychologists is 194 days.
- B. Bargaining unit members new-to-the-District shall attend and be compensated at the hourly rate for each hour of required attendance on the day before the first regular work day in order to complete District and site orientation and a BTA orientation meeting of up to 45 minutes to be held at a mutually agreeable time. When computing per diem rates of pay for unit members who are new-to-the-District, a divisor of the same number of work days as apply to continuing teachers shall be used.
- C. The school calendar is developed cooperatively by the staffs of all the school districts comprising the Liberty Union High School District. Since local districts share in the same bus transportation system it is essential that coordination take place. However, BUSD and BTA may agree to vary the work calendar to take into consideration such things as the placement of work days and professional development days.

### 2. Minimum Instructional Minutes

- A. California state law specifies a minimum number of annual instructional minutes that must be offered to students. In addition, the law requires schools to offer no fewer instructional minutes than was scheduled in the 1982-83 school year. The state provides districts with guidelines for calculating annual minutes. The required minimum annual minutes are:

TK/Kindergarten	38,832 (1982-83 level)
1st - 3rd	50,400
4th - 5th	54,000 (1982-83 level)
6th - 8th	54,672 (1982-83 level)
- B. Instructional schedules are developed annually and maintained at each school site as well as at the District office.

### 3. The work day shall be seven and a half (7.5) hours, including a thirty (30) minute duty-free lunch break.

- A. Actual workday may vary based on individual school schedules and yard duty assignments. Unit members will arrive at least 15 minutes prior to the start of the student instructional day, and will not leave prior to 15 minutes after the latest student dismissal at the unit member’s site.
- B. On minimum (“CLT”) days, the workday shall begin no earlier than fifteen (15) minutes prior to the start of the student instructional day, and is 7.5 hours.

- C. A teacher may leave after a seven (7) hour workday on Fridays and the day before a holiday, but in no case prior to the end of the student instructional day.
- 4. Required duties beyond the seven and a half (7.5) hour work day shall consist of:
  - A. Open House
  - B. Back to School Night
  - C. IEP, SST and 504 Meetings
  - D. Parent and/or Student Conferences, outside of the scheduled fall and spring conferences
  - E. District legal proceedings and meetings with District counsel to prepare for such proceedings

When meetings described in C & D occur beyond the seven and a half (7.5) hour work day, unit members who are to attend shall be notified of the meeting at least two (2) work days prior to the meeting. It is understood that unit members have personal and family needs that may preclude them from attending the meeting. In such a case, if the unit member is unable to make alternative arrangements to avoid the conflict, the unit member shall inform the site administrator immediately.

When proceedings and meetings described in E occur beyond the seven and a half (7.5) hour work day, if the District receives notice sufficiently in advance of the proceeding or meeting, the District shall notify unit members who are to attend at least two (2) work days prior to the scheduled date. It is understood that unit members have personal and family needs that may conflict with the proceedings or meeting. In such a case, if the unit member is unable to make alternative arrangements to avoid the conflict, the unit member shall inform Human Resources immediately. Human Resources shall support the unit member's request or request on behalf of the unit member, to be excused or to change the date and/or time. It is understood that it may not be possible to excuse the unit member from or to change such proceedings and meetings.

Unit members required to attend meetings described in Sections C, D & E above shall be compensated at the hourly rate for any time that the meeting extends sixty (60) minutes beyond the latest normal student dismissal time of regular (not adjusted) days at the unit member's site and/or any time that exceeds thirty (30) minutes prior to the beginning of the student instructional day.

Unit members required to attend meetings described in Section E above that occur outside of the unit member's regular work year shall be compensated at the unique hourly rate for any such time.

The District shall provide a form to document time spent in meetings exceeding the above minutes.

5. Site Specific Adjunct Duties

School administration and teacher leadership will develop criteria for the equitable distribution of site specific adjunct duties.

- A. By August 30<sup>th</sup> of each school year, the principal shall meet with the Leadership team to determine which site specific adjunct duties and activities involving bargaining unit members shall occur at the site.

- B. After establishing a list of duties and activities, the principal and leadership team shall determine a method for equitable distribution of those activities among the entire staff, taking into consideration all other non-teaching responsibilities. This may also include consideration of assignment of IEP and/or ELD clusters to particular teachers and service on joint Association/District committees, District voluntary/adjunct committees, and supplemental assignments in Appendix B.
  - C. If the distribution process does not result in all activities on the list being covered, the principal, in consultation with the leadership team, will determine whether those activities are necessary, and if so, how they should be covered.
6. District Meetings
- A. Due to varying school dismissal times and travel required, district committee meetings shall end no later than 5:00 unless reasonable prior notice is given to committee members and unit members on the committee are paid the hourly rate for all time beyond 5 P.M.
  - B. Participation on non-stipend District committees is voluntary.
7. Collaborative Learning Time
- A. Collaborative Learning Time (CLT) for certificated staff is scheduled weekly via an early release student day. Collaborative Learning Time is intended to strengthen student achievement by providing teachers with regular time (1 ½ hours weekly) for collaboration and training, analysis of student work, site/grade level/district planning, and other identified topics and activities.
  - B. CLT time will be allotted ten (10) times per school year to allow time for unit members to attend collaborative department and job-alike/grade level meetings to discuss and develop implementation, planning, student learning, and guided instruction, based on district and school goals.
  - C. Seven (7) times per year, CLT time will be allocated for unit members to analyze student work, plan independently and discharge responsibilities such as preparing report cards, closing out their classrooms, and other site-specific purposes, using their independent, professional judgment.
  - D. Two (2) CLT days shall be reserved for parent conferences.
  - E. The site leadership team shall develop a tentative CLT calendar prior to the beginning of the school year, which specifies the days provided for in B and C above. However, the first Wednesday of the school year shall be one (1) of the seven (7) days referenced in § C.
  - F. Changes to the site CLT calendars may be made by site leadership and administration, as long as the number of days specified in Sections B and C are preserved.

8. Faculty meetings shall not exceed two hours per month and shall be held during or immediately following the regular work day on early student release days. Faculty meetings shall not extend beyond 3:30 P.M.
  - A. Additional faculty meetings may be called for the purpose of giving unit members information of an immediate nature. For illustration and not limitation the following examples are included.

*Example 1: There is an instance of flooding.*

*Example 2: There is a lockdown.*

*Example 3: There is a storm warning.*

*Example 4: It is necessary to change lunch*
9. Preparation time
  - A. Preparation time is a benefit for unit members to use at their discretion based on professional judgment for instructional planning; analysis of student work; preparing grades, and other activities designed to improve student performance. On occasion, as necessary, the site administrator may schedule a meeting with the unit member during preparation time.
  - B. Teachers in grades TK-3 are expected to maintain full instructional contact during their student day. Preparation time for grades TK through 3 shall be forty-five (45) minutes per day, except for minimum days, following student dismissal, or when assigned yard duty or pick-up loops, or when scheduled to attend IEP, SST and other meetings concerning students.
  - C. Preparation time for grades 4 through 5 shall be forty-five (45) minutes within the student day four times per week, provided by instructional specialists. Preparation time for grades 6 through 8 shall be equal to one class period per day within the student day, except when a unit member volunteers to teach an extra section in lieu of preparation period.
  - D. In lieu of preparation period, a full time unit member teaching grades 4 through 8 may volunteer to be scheduled to teach an extra period. The unit member's compensation shall be the unit member's pro rata per diem rate for one period (0.17) for the days on which such a period is taught. This subsection applies to courses/curriculum offered as part of the regular instructional program.
  - E. A full time unit member teaching grades 4 through 8 may volunteer to be scheduled to teach an extra period outside of the defined workday (§ 3, above). The unit member's compensation shall be the unit member's pro rata per diem rate for one period (0.17) for the days on which such a period is taught. Alternatively, in lieu of compensation, at the unit member's option, and with the approval of the site administrator, the unit member may offset the additional period with an equivalent unscheduled non work period during the student day.



- F. Site administration shall make a reasonable effort to avoid holding all-school events such as assemblies during the same periods and denying the same unit members their preparation time.
- G. TK/Kindergarten teachers provide one hour per day of instructional support (usually in the form of assisting in a partner teacher's kindergarten classroom or as part of an early/late student schedule) beyond their student day.
- H. Extended School Year: Each teacher instructing a full four hours per day of intersessions or Extended School Year will be provided 30 minutes of paid time for preparation.
- I. Prep Period Coverage Stipend: If a teacher is required to provide sub coverage during his/her prep period, a stipend will be paid. The rate paid will be the same as the District's teacher hourly rate. The stipend is paid only under the following conditions:
  - i. Coverage must occur during a regularly scheduled prep within the student instructional day because no sub is available.
  - ii. The teacher must be asked by the administrator or secretary to cover at least one half (1/2) of the period.
  - iii. In grades TK-5 when an absent unit member's students are distributed among remaining classes for more than one half (1/2) day, the receiving unit members shall each receive a regular substitute's daily rate of pay. If unit members are assigned additional students for one half (1/2) day or less, they each shall receive a half (1/2) day substitute pay.
  - iv. The forms necessary for recording compensation for loss of preparation time or for receiving the students from an absent unit member's class shall be provided by the District.

10. Special Education Unit Member Performing Services for Absent Unit Member

In the event of a long-term absence of a special education unit member and when no appropriately credentialed substitute is secured by the District, the unit member required to provide services on behalf of the absent unit member, such as testing, preparing reports, IEP goals and/or attending IEP meetings, shall be provided release time or if performed outside of the unit member's regular workday, shall be paid his/her unique hourly rate for the amount of time approved by the site administrator.

## **ARTICLE 11: ASSIGNMENT AND TRANSFER**

### **1. Assignment**

- A. Assignment is the placement of a unit member in a specific grade level or subject matter or other unit position. The District retains the right to assign certificated employees to positions.
- B. A unit member may indicate an interest in the same or a different assignment for the subsequent year on the annual staffing survey form provided by the District. All survey forms must be submitted to the Human Resources Office by February 1.
- C. In making assignments, the District will consider the interests of the educational program and the preferences stated on the staffing surveys.
- D. The site administrator will assign permanent and probationary unit members currently at the site, and unit members returning from full and part time leave who are currently assigned to the site.
- E. Each unit member shall be given written notice not later than April 1 of the next year's tentative assignment. Such notice shall specify the site, grade level and/or subject area to which the unit member will be assigned.
- F. Staffing assignments will be finalized no later than two weeks prior to the first day of school. The District may subsequently change assignments if necessitated by enrollment changes.
- G. Unit members shall be assigned only to positions for which they hold a valid California credential, and for which they are qualified.
- H. The unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the District shall secure all the necessary waivers. Such assignments shall be for no more than one school year and may be renewed upon the same terms and conditions.

### **2. Transfers**

- A. A transfer is the movement of a unit member from one work location to another. The transfer may include a change in grades or subject area as long as the move involves changing work locations.
- B. When a bargaining unit member transfers, the district will move materials, equipment, and furniture to the new location for the unit member, if necessary and appropriate.

### **3. District Initiated Transfer**

- A. This section applies except in cases where the District initiates a transfer of a particular employee.
- B. The District shall seek volunteers prior to initiating a transfer.

- C. The District will base consideration for transfer on the staffing survey and transfer request forms and criteria in section 6. The unit member with the least seniority shall be transferred when all other criteria are equal.
- D. If multiple vacancies exist, unit members to be involuntarily transferred shall be given the opportunity to express preferences.
- E. Unit members subject to District initiated transfers may request to meet with the site or District administrator initiating the transfer, to discuss the reasons for the transfer, or may request the reasons for the transfer in writing. If the unit member does not agree with the reasons given for the transfer, s/he may appeal to the Superintendent.

4. Vacancies

- A. A vacancy is a position that does not have a permanent or probationary unit member assigned to it. After tentative assignments are made on or before April 1, the District shall post all vacancies.
- B. The District shall deliver to the sites and Association and post electronically on the internet a list of all vacancies which occur after April 1 through the first month of the following work year. The list shall contain the following:
  - i. A closing date which is at least five working days following the posting date.
  - ii. The grade level and/or subject area, and site if applicable, and a job description for non-classroom teaching positions.
  - iii. Credentials and qualifications necessary to meet the minimum requirements of the position.
- C. No selection to fill the vacancy shall be made until after the closing date, except during the five week period covering two weeks prior to the beginning of school and three weeks thereafter. The District shall notify the Association of all hires and assignments made during this period.

5. Voluntary Transfers

- A. A unit member may submit a transfer request on a "Request for Transfer" form at any time to the Human Resources Office.

- B. If a unit member already has submitted a "Request for Transfer" form, it is not necessary to make a further request in order to be considered for any vacancies during the school year in which the request is submitted and during the first month of the subsequent school year.
- C. Unit members shall be granted primary consideration over a new hire in the selection process for filling vacancies, except for the two "open periods" which are: 1) the five week period covering two weeks prior to the beginning of school and three weeks thereafter, and 2) the period between April 15 and the end of the school year. During the open periods, all qualified applicants who have applied for the vacancy shall have access to the selection process for filling the vacancy, and all applicants shall be evaluated equally.
- D. If two (2) or more unit members apply for the same position, selection will be made following the order and criteria in Sections 6 and 7 of this article.
- E. A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact
- F. If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial.

#### 6. Criteria

Transfers will be based on reasonable educational needs of the school and District and the following criteria:

- A. Required credential(s) and certificates
- B. Academic Preparation
- C. Consideration of current performance (Observations and Written Evaluations)
- D. Suitability of teaching style to the age of the children based on specific evidence.
- E. If all factors are deemed equal, seniority in the District shall be the determining criteria. Seniority is based on the unit member's placement on the District seniority list.

#### 7. Order of Placement

When a vacancy is posted for a position represented by the BTA, unit members are eligible for consideration in the following order, except when the district initiates the transfer of a particular employee, subject to 5.C above:

- A. Permanent unit members subject to District Initiated transfer including voluntary transfers due to declining enrollment and those on full or part time leave who are not currently at or assigned to a site.
  - B. Probationary unit members subject to District Initiated transfer or reassignment including voluntary transfers due to declining enrollment.
  - C. Unit members requesting a voluntary reassignment or a voluntary transfer.
  - D. Unit members who have been laid off and are on the reemployment list.
  - E. Temporary unit members eligible for reemployment.
  - F. External candidates.
8. Moving Stipend
- The District will pay teachers a “moving” stipend of \$125 for packing and \$125 for unpacking classroom items, under the following circumstances:
- A. District initiated transfer due to decrease in enrollment at current site;
  - B. District or employee initiated transfer to newly opened school; and
  - C. Change in classroom at the same site required by construction project at site.
  - D. Change in classroom at the same site required by a site administrator.

## **ARTICLE 12: COMPLETION OF AGREEMENT**

1. This Agreement represents the entire Agreement between the parties and no other agreement or practices are binding upon either party with respect to wages, hours or working conditions. This Agreement shall not be modified in whole or in part by the parties except by an instrument duly executed in writing and signed by the parties.
2. This Agreement shall supersede any rules, regulations or practices of the District which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.

### **ARTICLE 13: MANAGEMENT RIGHTS**

1. This Agreement represents the entire Agreement between the parties and no other agreement or practices are binding upon either party with respect to wages, hours or working conditions. This Agreement shall not be modified in whole or in part by the parties except by an instrument duly executed in writing and signed by the parties.
2. This Agreement shall supersede any rules, regulations or practices of the District which are, or may in the future be, contrary to our inconsistent with the express terms of the Agreement.
3. The District may use private contractors to perform bargaining unit work which the District has routinely contracted out. Such work includes specialized services, short term needs, urgent needs, and when the District is unable to fill a vacancy with a regular employee.

#### **ARTICLE 14: SAVINGS**

1. If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, or the Public Employment Relations Board (PERB), then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
2. It is further agreed that within twenty (20) days of receipt of a written request by either party, negotiations shall commence regarding the affected provision(s).



## **ARTICLE 15: PERSONAL AND ACADEMIC FREEDOM**

1. All instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential and the District acknowledges the fundamental need to protect unit members from any censorship or restraint, which might interfere with the unit members' performance of their teaching functions.
2. A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce appropriate political, religious or otherwise controversial material provided that said material is relevant to the course content and within the scope of the law.
3. In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content in an objective manner. Unit members shall not utilize their positions to indoctrinate students with their own personal, political and/or religious views.
4. The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it impacts or prevents the unit member from performing her/his duties.
5. Unit members must be employed, promoted, or retained without discrimination or harassment regarding their personal opinions or their scholarly, literary or artistic endeavors, within the protections and constraints of this article.

A unit member shall be entitled to full rights of citizenship, and no legally permissible religious, political or personal activities, or lack thereof, of any unit member shall be used for purposes of evaluation, transfer, disciplinary or dismissal action.

Because a unit member has a recourse under the law for alleging a violation of the rights under this section (5), and the parties desire to avoid duplication of procedures, the unit member may not carry a grievance alleging a violation of this section beyond Level 3 (Mediation) of the grievance procedure.

## **ARTICLE 16: LEAVES**

### **1. Absence Procedures**

#### **A. Reporting Absences**

- i. Unit members must report all absences to the electronic absence management system, pursuant to District reporting procedures. Absences must be reported as soon as they are known but no later than 6 a.m., if possible. If the unit member is unable to report the absence by 6 a.m., s/he shall contact his/her supervisor and/or site office.
- ii. Every absence must be reported, even when no substitute is required to cover the position.

#### **B. Substitute Procedures**

- i. Teachers must provide lesson plans for substitutes so there is as little disruption as possible in the instructional program.
- ii. Except in emergencies, teachers must also provide the substitute with daily schedules and procedures, seating charts, and classroom rules and discipline plans.

### **2. Sick Leave**

- A. Full-time unit members are entitled to 10 days of sick leave each school year. This leave shall be used for personal illness or injury or doctor's appointments. Up to ten days of sick leave per year may be used to attend to the illness of the unit member's spouse, domestic partner, child or parent. Less than full-time unit members receive a pro rata share.
- B. Unused sick leave is carried forward to the next year(s) without limit.
- C. Unit members who work during the entire posted summer session shall earn one half day of sick leave to be used during summer session or added to the unit member's accumulated sick leave.
- D. Unused sick leave is transferable within the California Public School System according to law. Unused sick leave will be applied to service credit upon retirement according to law.

### **3. Extended Sick Leave**

- A. When a unit member has exhausted his/her current and accumulated sick leave and continues to be absent from his or her duties on account of the unit member's illness or accident for an additional period of one hundred days whether or not the absence arises out of or in the course of the employment of the unit member, the amount deducted from the salary due him or her for any of the additional one hundred days in which the absence occurs shall not exceed the sum that is actually paid a substitute employed to fill his or her position during his or her absence.

If no substitute was employed, the amount deducted from the salary due to the absent unit member for any of the additional one hundred days in which the absence occurs shall not exceed the sum that would have been paid to the substitute had one been employed. The sick leave, including accumulated sick leave, and the one hundred days shall run consecutively. The District shall make every reasonable effort to secure the services of a substitute.

- B. A unit member shall not be provided more than one hundred days of extended leave per illness or accident. However, if a school year terminates before the one hundred days are exhausted, the employee may take the balance of the days in a subsequent school year.

#### 4. Industrial Accident or Illness Leave

- A. Unit members are entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties.

- i. For such leave, the unit member shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.
- ii. Allowable industrial accident or illness leave shall not be accumulated from year to year.

- B. Leave Procedures

- i. The leave shall start on the first day of absence.
- ii. During the period of absence, the unit member shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.
- iii. The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.
- iv. When the leave overlaps into the next fiscal year, the unit member is entitled to only the amount of unused leave due the unit member for the same illness or injury.

During any paid leave of absence, the District will receive the workers compensation payment due the unit member and shall issue payment of the unit member's normal wage or salary less any appropriate deductions, including, but not limited to, unit member retirement contributions.

- v. Any unit member receiving benefits under this leave shall, during periods of injury or illness, remain within California unless the Governing Board authorizes travel outside the state.

- vi. Absence for industrial accident or illness shall not be considered a break in service of the unit member. A unit member using such leave shall retain all status and benefits to which he/she would otherwise be entitled.
- vii. Upon expiration of allowable leave for an industrial accident or illness, the unit member may use personal illness and injury leave provided for herein, provided that such leave, when added to any continuing workers' compensation award, does not result in a payment to the unit member of more than his/her full wage or salary.

5. Verification of Illness

- A. The District may require written verification of the unit member's or family member's illness by the treating physician or practitioner whenever a unit member'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.

6. Personal Necessity Leave

- A. Up to 7 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.
- B. The unit member shall report a planned leave as soon as known, but no later than 1 workday prior to the beginning date of the leave, except when extenuating circumstances make this impossible.
- C. The following reasons may be considered Personal Necessity:
  - i. Serious illness or death of a member of the immediate family.
  - ii. Accident involving unit member or his/her property, or an immediate family member.
  - iii. Court appearance as a litigant or as a witness under an official order.
  - iv. Personal business of a serious nature and matters of compelling personal importance (not to exceed two days per year). Use of such days is limited to activity that cannot reasonably be deferred to a day when the unit member is free from duty and is not intended for pleasure, convenience, vacation or recreation.
  - v. Paternity or adoption (an additional 3 days, for a total of 10 available days, will be granted for purposes of paternity or adoption).
  - vi. Observance of religious holidays on the actual holiday, not to exceed 2 days of the 7 per year. (Two week advanced approval is required).
  - vii. Child's classroom activity
  - viii. Extension of bereavement leave.

- ix. Legal business.
- x. Graduation, wedding or other ceremonies. (limited to 2 days per event — not to be used for recreation, pleasure, convenience or vacation)
- xi. Death of a friend or family member.

7. Personal Business Leave

- A. Unit members are entitled to one day per school year for personal or family business.
- B. Request for this leave must be submitted to the site Principal at least 24 hours in advance of the planned absence. The request must be pre-approved by the site Principal. The unit member need not disclose the specific reason for the request for Personal Business Leave.
- C. Leave will be approved subject to the following:
  - i. Adequate substitutes are available for the requested date
  - ii. No conflict exists with other school demands
  - iii. Once approved, the approval cannot be rescinded
- D. This leave will not be deducted from the unit member's sick leave.

8. 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/difference pay 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. The forms necessary to apply for a pregnancy disability leave are available on the District website.
- F. Sick Leave is charged only for work days missed.

9. 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. 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 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 in section 15 below.
- E. 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 in section 3 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) workweeks of bonding leave.

10. Bereavement Leave

- A. Leave for up to 3 days (5 days when travel of more than two hundred (200) miles is required) is provided for a death in the immediate family. This leave is in addition to regular sick leave.

11. Immediate Family

- A. 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.

12. Jury Duty Leave

- A. A unit member absent due to reporting to jury duty will receive full pay which does not reduce his/her sick leave or vacation.
  - i. Any compensation, less any mileage expenses, received for serving as a juror under this section shall be endorsed over to the District so that the

unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

13. Health Benefits During Paid Leave

- A. Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense.

14. Personal Leave Without Pay

A. Authorized

- i. A unit member shall submit a request for leave without pay of five (5) days or less to the immediate supervisor. Requests for leaves of more than five (5) days shall be submitted to the Human Resources Department.
- ii. The District may approve requests for personal leave without pay for more than five (5) days and up to one school year, and may approve requests to extend a leave without pay for an additional school year. A unit member must submit a request for such leave, or to extend such leave, to the Human Resources Office, no later than February 1 of the school year preceding the school year of the requested leave, except in case of unforeseen emergency.
- iii. Such leave shall not be further renewed except for part time contract or job shares.

B. Unauthorized

- i. Any unauthorized absence will be considered personal leave without pay. Unauthorized absence will result in disciplinary action.

15. Family and Medical 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

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

E. Reasons for Leave

- i. Care of a child, parent, spouse or domestic partner of the unit member who has a serious health condition;
- ii. Unit member's own serious health condition;
- iii. Bonding with newborn child or child placed with unit member in connection with adoption or foster care;
- iv. 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
- v. 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

- i. 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.
- ii. 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.
- iii. 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.

- iv. 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
- v. 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
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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.

- xi. 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.
- xii. The required forms for applying for Family and Medical Leave are on the District's website.

16. Catastrophic Leave

A. Creation/Definitions

- i. For the purposes of this section, a "day" shall be any day a unit member is expected to be on duty as determined by the terms of this Agreement.
- ii. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended periods of time, or that incapacitates a member of the unit member's immediate family [see above, § 2, Sick Leave] whose incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off.

B. Eligibility and Contributions

- i. All unit members on active duty with the District who have a sick leave balance of at least ten 10 days are eligible to contribute to the Catastrophic Leave Bank. Part time and job share members who receive less than the equivalent of ten (10) days of sick leave due to their part time status are eligible to join. Part time members and job share members will contribute a prorated portion equivalent to their FTE.
- ii. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- iii. Current unit members may join the Bank during the annual open enrollment period which is July 1 through August 31 of each year.
- iv. Active unit members who do not elect to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of ninety (90) days after joining the bank before becoming eligible to withdraw from the Bank.
- v. New hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.

- vi. The contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until canceled by the unit member.
- vii. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Contributions to the bank are irrevocable. Sick leave previously authorized for contribution to the bank shall not be returned, if the unit member effects cancellation.
- viii. The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave, prorated for part time and job share unit members, which the District shall deduct each year in August.
- ix. Days in the Catastrophic Leave Bank shall accumulate from year to year.
- x. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- xi. An additional day of contribution will be required of participants if the number of days in the Bank falls below sixty (60) days. Catastrophic Leave Bank unit member participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the bank. If a Catastrophic Leave Bank unit member participant has no remaining sick leave at the time of the assessment, she/he need not contribute the additional day to remain a participant in the Catastrophic Leave Bank.
- xii. If the number of days in the Bank at the beginning of a school year exceeds five hundred (500) days, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one day to the Bank.

C. Withdrawal from the Bank

- i. Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury.
- ii. Unit members must use all available sick leave, but not extended sick leave available to them before being eligible for a withdrawal from the Bank. For family illness, the unit member must use the amount of sick leave provided for in § 2 above before being eligible to withdraw from the bank. Catastrophic Leave shall run concurrently with extended sick leave and family & medical care leave.

- iii. Unit members who have exhausted sick leave, but still have extended sick leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the unit member full pay and the Bank shall be charged one-half (1/2) day. Catastrophic leave and extended leave shall run concurrently. Use of catastrophic leave shall not extend the unit member's entitlement to extended sick leave.
  - a. Example – if 20 days of Catastrophic Leave are approved, the unit member may use the 20 days to receive full pay for 40 days while on extended leave, so long as this does not extend the unit member's entitlement to extended sick leave.
- iv. The first ten (10) days of illness or disability must be covered by the unit member's own sick leave, extended sick leave, or leave without pay, the first time said unit member may withdraw from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the unit member's own sick leave, extended sick leave, or leave without pay.
- v. If a unit member is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the unit member's family.
- vi. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty (20) days. A unit member may submit requests for extensions of withdrawals not to exceed a total of sixty (60) days per event, but may not extend the unit member's entitlement to extended sick leave.
- vii. Part time and Job Share withdrawals shall be prorated to match their FTE.
- viii. Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement verifying the existence of an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's immediate family. Members of the Committee shall keep information regarding the illness or injury confidential.
- ix. The Committee may require a medical review by a physician of the Committee's choice at the unit member's expense. The Committee shall choose only a physician who qualifies under the negotiated insurance policy. A unit member who refuses to submit to the medical review shall not be eligible to withdraw from the bank. The Committee may deny withdrawal from the Catastrophic Leave Bank based upon the medical report. The unit member may appeal any denial under the procedures outlined in Section C.xii below.

- x. Leave from the Bank may not be used for illness or disability which qualifies the unit member for worker compensation benefits.
- xi. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the unit member any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason for the denial.
- xii. Catastrophic Leave Bank unit member participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) days. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing. If the unit member's incapacitation does not allow participation in this appeal process, the unit member's agent or member of the family may process the appeal.

D. Administration of the Bank

- i. The Catastrophic Leave Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by the Association. The terms of the Committee shall be staggered three-year terms. Initial appointments shall be for one (1) year, two (2) years, and three (3) years. Members of the Committee may be reappointed.
- ii. The Catastrophic Leave Bank committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests.
- iii. The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article.
- iv. Applications shall be reviewed and decisions of the committee reported to the applicant, Association and District in writing, within ten (10) duty days of receipt of the application.
- v. The committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- vi. By October 5 of each school year, the District shall notify the committee of the following:

- a. The total number of accumulated days in the Bank on June 30th of the previous school year.
  - b. The number of days contributed by unit members for the current year.
  - c. The names of participating unit members.
  - d. The total number of days available in the Bank.
- vii. The Committee shall be able to request current information from the District, as needed.
  - viii. Any dispute between the committee and the District as to the accounting of Catastrophic Leave Bank days that cannot be resolved informally shall be immediately submitted to the Resolution Panel without the need to follow earlier steps of the grievance procedure as per Article 7, Section E.
  - ix. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

## **ARTICLE 17: SAFETY**

### **1. Safety of Personnel**

- A. 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.

### **2. Safe Working Conditions**

- A. 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.
- B. Unit members shall report unsafe conditions to their supervisor. The Association shall be notified of safety reports filed by unit members with the District.
- C. A unit member may submit written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications.
- D. Upon receipt of written notification by a unit member to the immediate supervisor, or verbal notification in emergency situations, the District shall mitigate, address, or correct any condition which is determined to be unsafe or hazardous by the Principal, certificated site safety committee member, and a representative from the Maintenance and Operations Department.
- E. First priority shall be given to those repairs that affect health and safety in any classroom or other school areas where unit members have job related responsibility.

### **3. District-wide Safety Committee**

- A. The District maintains a District-wide safety committee. BTA may appoint 2 representatives to participate on the committee.
- B. Committee members may submit items for the meeting agenda at least 3 workdays prior to the meeting.
- C. 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.

4. Site Safety Committee

- A. Each site shall have a safety committee. The committee shall include the Principal or designee, at least one unit member selected by unit members at the site and at least one classified site employee. All members shall be volunteers.
- B. 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.
- C. 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.

5. Student Discipline Procedures

- A. Unit members shall familiarize themselves with and follow District student discipline procedures provided for in Board Policy and Administrative Regulations, and site level student conduct rules and procedures.
- B. In developing site-level disciplinary rules, the Principal shall solicit the participation, views, and advice of, among others, a representative selected by and from the certificated staff at the site.
- C. Unit members shall use preventative measures and positive conflict resolution techniques whenever possible. Except for single acts of a grave nature or offenses for which suspension or expulsion is required by law, suspension or expulsion shall be used only when the student involved has a history of misconduct and other means of correction have failed to bring about proper conduct or the student's presence causes a continuing danger to himself/herself or others.
- D. When suspending a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal.
- E. When a unit member refers a student to the school office for misbehavior, the site administrator shall inform the unit member of the outcome of the referral.
- F. 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.



6. Classroom Observations by Parents

- A. Parents and guardians have the right to observe, within a reasonable period of time after making the request, the classroom(s) in which their child is enrolled or for the purpose of selecting the school in which their child will be enrolled.
- B. Upon receipt of a written request by a parent or guardian, the Principal shall consult with the teacher and arrange for parental observation of a class or activity in a reasonable time frame.
- C. If a unit member believes that a parent is disrupting the classroom, s/he shall report this to the Principal. The Principal shall remove or have removed a disruptive parent from the classroom. The Principal may prohibit the parent's presence in the classroom unless and until the parent no longer is disruptive.

7. Personal Property

- A. The District shall reimburse bargaining unit members for the reasonable value of personal property which is stolen, damaged, or destroyed, provided the unit member has submitted a completed Personal Property Use Form, which includes the site administrator's prior written approval, and the reasonable replacement value, upon which the unit member and administrator have agreed. Unit members using any personal property at work that is not approved by site administration do so at their own risk.

## **ARTICLE 18: JOB SHARE ASSIGNMENTS**

### **1. Eligibility**

- A. A job share assignment is defined as an arrangement in which two permanent unit members who have mutually agreed to work together share one full time teaching position, including the instructional and adjunct duties related thereto.
- B. Job share assignments shall be limited to one per grade level/department at each school site.
- C. It is the unit members' responsibility to identify their own job share partners.

### **2. Application Procedure**

- A. The unit members desiring to enter into or continue a job share assignment must submit their joint proposal, signed agreement, and tentative work year calendar to the Principal of the site where the job share will occur by February 1<sup>st</sup> of the year preceding the job share assignment.
- B. The required forms are found on the District website and in Appendix J.
- C. The unit members must submit their joint proposal, signed agreement, tentative work year calendar and recommendation of the principal where the job share will occur to the Human Resources Department by February 14 of the year preceding the job share assignment.
- D. In addition to the notifications in Sections 2. A and C above, unit members interested in entering into or continuing in a job share assignment shall indicate this on the Annual Staffing Survey Form, which shall also be submitted to the Human Resources Department by February 14.
- E. The District will review the Staffing Survey results and identify and post a list of unit members desiring to enter into or continue a job share assignment-but who have not identified partners.
- F. In addition to posting a list of unit members without an identified job share partner, the district will also provide the appropriate contact information.
- G. Job share assignments are tentative pursuant to Article 11, Section 1.

### **3. Approval**

- A. Unit members shall submit a "Request for Leave of Absence" for the portion of the time that the unit member will not be teaching.
- B. The District will notify applicants if their proposal is approved after

February 14, but no later than April 14 of the year preceding the job share assignment, provided the “Request for Leave of Absence” has been approved.

4. Hours and Responsibilities

- A. Both unit members will work the equivalent of fifty percent (50%) of the school days required of full time teachers, to total one FTE, and will perform a proportionate share of adjunct duties. The District may approve another schedule where unit members work a different percentage, if it determines that circumstances so warrant.
- B. The unit member not on duty will not normally be required to attend staff meetings, unless emergencies require both unit members to attend.
- C. Both unit members shall be present and participate in parent conferences, open house, back-to-school night, and any school site staff meeting scheduled on the teacher workdays prior to the start of school.
- D. Professional development days shall be attended by both job share partners. If the professional development day is not already a scheduled work day for the unit member, he/she shall be compensated per Article 8, Section 1.B.
- E. Both unit members shall work a full day on the first two student days of the school year in order to effect a smooth transition and to establish a mutually agreeable classroom routine. The unit member not scheduled to work on one or both of those days shall not receive additional pay for working on a non-scheduled day.
- F. Both unit members shall assume full responsibility for the class instructional program. They will regularly meet to jointly develop lesson plans and ensure clear lines of communication with parents/guardians.

5. Salary and Benefits

- A. Each unit member will receive a pro-rated portion of his/her annual salary according to his/her job share percentage and to individual placement on the salary schedule.
- B. Upon completing 75% of the unit member’s job share contract, s/he shall be entitled to salary schedule credit for one year of service in the following school year.
- C. Whenever one of the unit members sharing an assignment is absent, the other unit member sharing the assignment shall make every reasonable effort to perform substitute teaching duties. The unit member who substitutes shall be paid at the District substitute rate for day-to-day substitutes, or the job share partners may arrange to exchange work days, with the approval of the site administrator. If an absence extends beyond

two consecutive weeks, and one job share partner has substituted for the other partner on each day of absence, the substituting partner shall receive his/her regular per diem pay beginning with the first day of substitute service.

- D. Unit members sharing an assignment shall accrue sick leave and other leave benefits on a pro-rated basis.
- E. For job share participants working fifty percent (50%) or more, the District Fringe Benefit Allowance shall be pro-rated. Job share participants working less than 50% shall not be eligible for the District fringe benefit allowance.
- F. In no event shall the total District contribution for health and welfare benefits for the job-share partners exceed the amount the District would have paid if the position had not been shared.

6. Return to Full Time

- A. Unit members returning from job share assignments will be assigned to a position in accordance with Article 11, § 1.

## **ARTICLE 19: SPECIAL EDUCATION**

1. District Special Education Leadership Team
  - A. To provide collaboration between the district and the association, the parties will maintain a Special Education Leadership Team. This Team is composed of a total of eleven (11) unit members representing each of the program services (ISP, SDC, Psych, and Speech) and four (4) administration members. As unit member seats become vacant, BTA shall appoint a member who is in the same position/service area as the former member. The unit member representatives receive a stipend according to Appendix B.
  - B. The Special Education Leadership Team may:
    - i. Review and make recommendations to District administration regarding the continuum of program, services and materials to meet needs of students with special needs
    - ii. Inform unit members of Special education professional development opportunities regarding curriculum, instructional materials, compliance, procedures related to special ed.
    - iii. Review data on student participation in and referrals to special education
    - iv. Report at Team meetings information from sites about parent and staff input regarding areas of need, and program and service implementation
    - v. Provide input and feedback to the District regarding new special education programs and/or curriculum prior to implementation
    - vi. Provide recommendations for special education professional development
    - vii. Prepare report after each meeting to communicate any outcomes of the meeting to staff and administration
    - viii. Discuss other topics pertinent to the Team
2. Site Participation Opportunities
  - A. The special education staff at each school has a representative on the site leadership team. This representative receives a stipend according to Appendix B.
  - B. Unit members may participate in the School Site Council and may provide input to the site plan.

3. Class Size/Caseload

Special education classes and/or specialist caseloads shall not exceed the following maximums which apply to all pupils for whom ongoing direct service is provided:

- |    |                                      |             |
|----|--------------------------------------|-------------|
| 1. | Moderate/Severe Special Day Class    | 10 students |
| 2. | Mild/Moderate Special Day Class      | 15 students |
| 3. | ISP Caseload                         | 28 students |
| 4. | Speech/Language Pathologist          |             |
|    | • K-8                                | 55 students |
|    | ○ With full time assistant           | 82 students |
|    | • Preschool                          | 40 students |
|    | ○ Preschool with full time assistant | 64 students |

4. Class and Caseload Overage Remedies

- A. When number of students above is exceeded by one (1), the unit member shall inform the site administrator in writing. In the case of unit members assigned to more than one site, the unit member shall inform the administrator of the site to which she or he is assigned for the majority of the time.
- B. The site administrator shall have ten (10) instructional days to confirm the overage and adjust the number of students to the maximum class size or caseload or below.
- C. If the overage is confirmed and continues for ten (10) consecutive instructional days, and the site administrator is not able to reduce to the maximum by the eleventh instructional day after the unit member notifies the site administrator, the unit member shall receive the overage remedy retroactive to the first (1<sup>st</sup>) day the site administrator was notified of the overage.
- D. The class size/caseload remedy shall be five dollars (\$5) per student per day until the class size/caseload is reduced to the maximum.

5. Release time for SDC, ISP and SLP Unit Members

ISP, SDC and SLP unit members may request release time from their site administrator in order to conduct assessments, write reports, and prepare for IEP meetings. Such release time shall not exceed a total of five (5) workdays per school year, prorated for less than full time, and may only be taken when the administrator can provide adequate coverage for the teacher's regular assignment.

6. Inter and Intra District Transfer Student Special Education Records

- A. Inter-district transfer students: The District shall provide student records to the receiving responsible teacher or case manager within five workdays of receipt of files from the previous district.

- B. Intra-district transfer students: the prior special education teacher or case manager shall transfer student records to the receiving teacher within five workday of notice of the student's transfer.
7. Special Education Unit Member Performing Services for Absent Unit Member (see Article 10 – Work Year, Work Day and Adjunct Duties)

In the event of a long-term absence of a special education unit member and when no appropriately credentialed substitute is secured by the District, the unit member required to provide services on behalf of the absent unit member, such as testing, preparing reports, IEP goals and/or attending IEP meetings, shall be provided release time or if performed outside of the unit member's regular workday, shall be paid his/her unique hourly rate for the amount of time approved by the site administrator.

## ARTICLE 20: EVALUATION

### 1. Philosophy

The Evaluation Process is a collaborative endeavor between unit members and administrators designed to provide goal setting and self-reflection in order to facilitate growth, improvement and risk taking in educational practices. Effective, meaningful evaluation enhances student learning as measured by professional standards. Evaluation must be acknowledged as a continual process to encourage life-long learning, promote professional growth and foster student success.

### 2. Evaluation Plans.

Three evaluation plans exist to meet the varied needs of certificated staff.

- A. Intensive Evaluation for Probationary and Temporary Unit Members shall be conducted annually.
- B. Standard Evaluation for Permanent Unit Members: Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members performing satisfactorily shall be formally evaluated at least once every two years, unless qualifying for and participating in the up to five year evaluation cycle.
- C. Self Evaluation for Permanent Unit Members: Permanent unit members whose previous evaluation was deemed satisfactory may, with the agreement of the evaluator, elect to participate in an alternative Self Evaluation. This option provides a reflective teacher-designed process for professional growth based on the California Standards for the Teaching Profession.
  - i. The Self Evaluation Option shall be offered on the two and five year cycle.

### 3. Evaluation Cycle

Permanent unit members who have been employed for at least ten (10) years with the school district, and whose most recent evaluation was deemed satisfactory may, with mutual agreement of the supervisor, be evaluated at least every five years. Either party may withdraw his/her consent and require a return to the “at least once every two years” evaluation cycle. An agreement to extend the evaluation cycle must be documented on the District form and submitted to the Human Resources Department to be placed in the unit member’s personnel file.

### 4. Evaluation Process

- A. A “day” for purposes of this Article means a regular work day for the unit member’s position.



- B. The evaluator shall be a certificated management employee designated by the District who supervises the unit member.
- C. All bargaining unit members shall receive notice identifying the evaluation cycle and evaluator, not later than September 1 of the year in which the member is to be evaluated. The unit member shall receive a copy of the District Personnel Evaluation System Guidelines. For unit members hired after the beginning of the school year, the unit member shall be given notice within 20 days of their first date of service.
- D. Goal Setting Conference: By October 1 the evaluator and unit member will meet to identify or choose an evaluation plan, set goals, determine needs to successfully complete these goals, discuss mitigating factors, and set a tentative schedule for formal observations or components of the alternative Self Evaluation.
  - i. Intensive Evaluation: This plan is evaluator directed. The primary focus of the evaluation is on providing coaching feedback and support related to the six CSTP. For first year teachers, special emphasis shall be placed on two standards: 1) Creating and Maintaining Effective Learning Environments, and 2) Planning Instruction and Designing Learning Experiences for All Students.
  - ii. Standard Evaluation: the unit member and the evaluator shall establish goals and objectives in two of the six CSTP standards. The unit member and the evaluator will mutually agree on the goals. The primary focus of the evaluation will be to provide coaching, support and feedback on the identified goals; the evaluation will also address overall performance on all six standards.
- E. Observations:
  - i. Permanent unit members shall be formally observed once during the evaluation year by March 1<sup>st</sup>. Additional observations may be agreed upon between the administrator and unit member.
  - ii. Probationary and temporary unit members shall be formally observed at least twice a year, the first by November 15, and the second by February 1.
  - iii. The formal observation shall include a pre-observation meeting, within five (5) days prior to the observation, the actual observation, and a post-observation meeting, occurring not later than five (5) days after the observation. These dates and meetings shall only be changed by mutual agreement.
    - a. Post-observation meeting: The evaluator shall share the completed observation form. Both evaluator and unit member shall then sign a summary of each formal observation, indicating receipt by the unit member. Items not discussed with the unit

member in the observation conference shall not be included on the written observation form, unless a follow up observation conference occurs.

- b. Signature of the unit member shall not imply either agreement or disagreement with the observation summary.
  - c. The unit member shall be given ten (10) days to submit any written comments to be attached to any observation summary.
  - d. Informal observations shall occur at least once each evaluation year for permanent unit members and twice for temporary and probationary employees.
- F. Audio and Video equipment shall not be used to monitor a unit member's classroom without prior written consent of the unit member. Any such monitoring shall not serve as an observation of the unit member's performance.

5. Final Evaluation Summary

- A. Temporary and Probationary unit members shall receive their Final Evaluation Summary by February 15, unless the timeline was modified by mutual agreement.
- B. Permanent unit members shall receive their Final Evaluation Summary not later than thirty (30) days before the end of the school year.
- C. Both the evaluator and unit member shall then sign the document indicating receipt by the unit member.

6. Developing and Unsatisfactory Rating on Permanent Certificated Evaluation Summary

- A. When a permanent unit member's summary evaluation is not overall unsatisfactory, but the unit member receives developing and/or unsatisfactory ratings in some standards the evaluator shall include recommendations, if necessary, as to areas of improvement needed in the unit member's performance.
- B. The evaluator shall confer with the unit member, make specific recommendations as to areas of improvement, establish a timeline for that improvement, and provide assistance to the employee. The unit member shall have the opportunity to participate in the development of the recommendations and assistance to be given.

7. Overall Unsatisfactory Evaluation - Permanent

- A. The evaluator shall provide a permanent bargaining unit member who receives an overall "Unsatisfactory" rating on his/her Final Evaluation Summary a Performance Improvement Plan that addresses the unsatisfactory areas. The unit member shall have the opportunity to participate in the development the plan.

- B. If the evaluator determines that the unit member's performance is unsatisfactory, the evaluator shall notify the unit member by April 15.
    - i. The unit member may request that another administrator conduct an observation before the final evaluation is issued.
    - ii. A permanent bargaining unit member who receives an overall "unsatisfactory" rating on his/her Final Evaluation Summary shall be referred to a teacher support program [to be developed] for the subsequent year. The member shall be formally evaluated in the subsequent year.
  - C. A member who receives an overall unsatisfactory rating on his/her Final Evaluation Summary may request additional observations by someone other than the designated evaluator as part of the subsequent year evaluation process, including, but not limited to, a "peer counselor".
  - D. Upon receiving a "meets standards" evaluation during the subsequent year, the unit member will return to the at least every two years evaluation cycle.
8. All bargaining unit members may respond in writing to any evaluation documents placed in their personnel files. These responses shall become a permanent attachment to the evaluation in the file.
9. With prior notice, and so long as the evaluation timelines are adhered to, a unit member may have a union representative with them as an observer during any meeting associated with evaluations and may consult with their representative at any time during the meeting.

# APPENDIX A-1: CERTIFICATED SALARY SCHEDULES

## Brentwood Union School District

APPENDIX A-1													
2016-17 CERTIFICATED SALARY SCHEDULE - CREDENTIALLED TEACHERS													
Step	I	II		III		IV		V		VI		VII	
	BA+0-29 Sem. Units BA + 30 Sem. Units BA + 45 Sem. Units BA + 60 Sem. Units BA + 75 Sem. Units BA + 90 Sem. Units												
		Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily
1	This	54,205	294.59	54,207	294.60	54,207	294.60	56,973	309.64	60,291	327.67	Placement in this column is restricted. A minimum of 5 years service in BUSD and recent coursework is required.	
2	Column	54,207	294.60	54,207	294.60	55,471	301.47	58,707	319.06	62,125	337.64		
3	Eliminated	54,207	294.60	54,301	295.11	56,816	308.78	60,261	327.45	63,762	346.53		
4	8/20/1990	54,207	294.60	56,205	305.46	59,271	322.13	63,000	342.39	66,675	362.36		
5		55,465	301.44	58,172	316.15	61,661	335.11	65,588	356.46	69,408	377.22		
6		57,137	310.53	60,207	327.21	64,108	348.41	68,276	371.07	72,257	392.70	75,398	409.77
7		58,837	319.77	62,308	338.63	66,492	361.37	70,940	385.54	75,077	408.03	78,340	425.76
8		60,608	329.39	64,395	349.97	68,863	374.26	73,634	400.18	78,301	425.55	81,706	444.05
9		62,427	339.28	66,479	361.30	71,247	387.21	76,316	414.76	81,318	441.95	84,855	461.17
10		64,297	349.44	68,575	372.69	73,634	400.18	78,995	429.32	84,339	458.36	88,010	478.32
11		66,418	360.97	70,640	383.91	76,021	413.16	81,681	443.92	87,263	474.26	91,060	494.89
12		68,610	372.88	72,974	396.60	78,402	426.10	84,356	458.46	90,042	489.36	93,957	510.64
16										91,177	496.53	95,093	516.81
20										91,972	499.85	95,888	521.13
30										92,767	504.17	96,683	525.45
NON-CREDENTIALLED TEACHERS													
		A		B		C							
		BA + 0-29 Sem. Units		BA + 30 Sem. Units		BA + 45 Sem. Units							
		Annual	Daily	Annual	Daily	Annual	Daily						
		1	50,239	273.04	50,870	276.47	53,835	292.58					
		2	50,239	273.04	52,419	284.89							
		3	52,141	283.38									
		4	53,763	292.19									
Hourly Rate: \$32.84													
SALARY PLACEMENT: New hires are given up to seven years of credit for prior teaching experience.													
WORK YEAR: Employees paid from this salary schedule (teachers [all], elementary counselors & speech therapists) work 184 days a year (185 for new hires).													
LONGEVITY: To be eligible for an annual longevity stipend in the Brentwood Union School District, an employee must be in a position requiring certification as a teacher, and have a BA or BS plus 75 approved semester units. Placement on steps 16, 20 and 30 will be based on 1) years of service inside BUSD credited for step movement on the BUSD salary schedule and 2) years of service outside BUSD which were credited for placement on the salary schedule at the time of initial employment with the district. In order to receive credit for a year of service, the employee must work at least 75% of the school year.													
OTHER STIPENDS: Regular contract employees may receive compensation for special credentials or certificates, provided that the employee is in a position requiring those credentials or certificates:													
* \$1,000 BCLAD/BCC * \$1,000 Doctorate * \$450 CLAD (available only to employees hired prior to 7/1/09) * \$1,000 Special Education/SLP * \$700 Masters * \$450 Special Ed in training													
Salary increase of 1.5% effective 7/1/16													
BOARD APPROVED August 9, 2017													



Brentwood Union School District

APPENDIX A-1														
2017-18 CERTIFICATED SALARY SCHEDULE - CREDENTIALLED TEACHERS														
Step	I	II		III		IV		V		VI		VII		
		BA+0-29 Sem. Units		BA + 30 Sem. Units		BA + 45 Sem. Units		BA + 60 Sem. Units		BA + 75 Sem. Units		BA + 90 Sem. Units		
		Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	
1	This	54,206	294.69	54,207	294.60	54,207	294.60	56,973	309.64	60,291	327.67	Placement in this column is restricted. A minimum of 5 years service in BUSD and recent coursework is required		
2	Column	54,207	294.60	54,207	294.60	56,471	301.47	58,707	319.06	62,126	337.64			
3	Eliminated	54,207	294.60	54,301	296.11	56,816	308.78	60,261	327.46	63,762	346.63			
4	8/20/1992	54,207	294.60	56,206	306.46	59,271	322.13	63,000	342.39	66,676	362.36			
5		56,466	301.44	58,172	316.16	61,661	335.11	66,588	366.46	69,408	377.22			
6		57,137	310.53	60,207	327.21	64,108	348.41	68,276	371.07	72,267	392.70	75,398	409.77	
7		58,837	319.77	62,308	338.63	66,492	361.37	70,940	385.64	75,077	408.03	78,340	426.76	
8		60,608	329.39	64,396	349.97	68,863	374.26	73,634	400.18	78,301	426.66	81,706	444.06	
9		62,427	339.28	66,479	361.30	71,247	387.21	76,316	414.76	81,318	441.96	84,866	461.17	
10		64,297	349.44	68,676	372.69	73,634	400.18	78,996	429.32	84,339	468.36	88,010	478.32	
11		66,418	360.97	70,640	383.91	76,021	413.16	81,681	443.92	87,263	474.26	91,060	494.89	
12		68,610	372.88	72,974	396.60	78,402	426.10	84,356	468.46	90,042	489.36	93,967	510.64	
16										91,177	496.63	96,093	516.81	
20										91,972	499.86	96,888	521.13	
30										92,767	504.17	96,683	526.46	
NON-CREDENTIALLED TEACHERS														
		A		B		C								
		BA + 0-29 Sem. Units		BA + 30 Sem. Units		BA + 45 Sem. Units								
		Annual	Daily	Annual	Daily	Annual	Daily							
		1	50,239	273.04	50,870	276.47	53,835	292.58						
		2	50,239	273.04	52,419	284.89								
		3	52,141	283.38										
		4	53,763	292.19										
Hourly Rate: \$36.00, effective the month following ratification (September 2017)														
<b>SALARY PLACEMENT:</b> New hires are given up to seven years of credit for prior teaching experience. New hires in identified areas of need will receive a differential stipend reflecting full credit for prior experience (see Ar 8, § 2.9.i).														
<b>WORK YEAR:</b> Employees paid from this salary schedule (teachers [all], school counselors & speech therapists) work 184 days a year (185 for new hires).														
<b>LONGEVITY:</b> To be eligible for an annual longevity stipend in the Brentwood Union School District, an employee must be in a position requiring certification as a teacher, and have a BA or BS plus 75 approved semester units. Placement on steps 16, 20 and 30 will be based on 1) years of service inside BUSD credited for step movement on the BUSD salary schedule and 2) years of service outside BUSD which were credited for placement on the salary schedule at the time of initial employment with the district. In order to receive credit for a year of service, the employee must work at least 75% of the school year.														
<b>OTHER STIPENDS:</b> Regular contract employees may receive compensation for special credentials or certificates, provided that the employee is in a position requiring those credentials or certificates: * \$1,000 BCLAB/BCC                      * \$1,000 Doctorate                      * \$460 CLAD (available only to employees hired prior to 7/1/09) * \$1,000 Special Education/SLP      * \$700 Masters                          * \$460 Special Ed in training														
Salary increase of 0% increase in 2017-18 BOARD APPROVED August 9, 2017														

Brentwood Union School District

**APPENDIX A-1**

**2018-19 CERTIFICATED SALARY SCHEDULE - CREDENTIALLED TEACHERS**

Step		I		II		III		IV		V		VI		VII	
		BA+0-29 Sem. Units		BA + 30 Sem. Units		BA + 45 Sem. Units		BA + 60 Sem. Units		BA + 75 Sem. Units		BA + 90 Sem. Units			
		Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily		
1	This	54,747	297.54	54,749	297.55	54,749	297.55	57,543	312.73	60,894	330.95	Placement in this column is restricted. A minimum of 5 years service in BUSD and recent coursework is required			
2	Column	54,749	297.55	54,749	297.55	56,026	304.49	59,294	322.25	62,746	341.01				
3	Eliminated	54,749	297.55	54,844	298.07	57,384	311.87	60,854	330.73	64,400	350.00				
4	5/20/1990	54,749	297.55	56,767	308.52	59,864	325.36	63,630	345.82	67,342	365.99				
5		56,020	304.46	58,754	319.32	62,278	338.47	66,244	360.02	70,102	380.99				
6		57,708	313.63	60,809	330.48	64,749	351.90	68,959	374.78	72,980	396.63	76,152	413.87		
7		59,425	322.96	62,931	342.02	67,157	364.98	71,649	389.40	76,828	412.11	79,123	430.02		
8		61,214	332.68	65,039	353.47	69,552	378.00	74,370	404.18	79,084	429.80	82,523	448.49		
9		63,051	342.67	67,144	364.91	71,959	391.08	77,079	418.91	82,131	446.36	85,704	465.78		
10		64,940	352.93	69,261	376.42	74,370	404.18	79,785	433.61	85,182	462.95	88,890	483.10		
11		67,082	364.58	71,346	387.75	76,781	417.29	82,498	448.36	88,136	479.00	91,971	499.84		
12		69,296	376.61	73,704	400.57	79,186	430.36	85,200	463.04	90,942	494.25	94,897	515.74		
16										92,089	500.48	96,044	521.98		
20										92,892	504.85	96,847	526.34		
30										93,695	509.21	97,650	530.71		
		NON-CREDENTIALLED TEACHERS													
		A		B		C									
		BA + 0-29 Sem. Units		BA + 30 Sem. Units		BA + 45 Sem. Units									
		Annual	Daily	Annual	Daily	Annual	Daily								
		1	50,741	275.77	51,379	279.23	54,373	295.51							
2	50,741	275.77	52,943	287.73											
3	52,662	286.21													
4	54,301	295.11													
Hourly Rate: \$36.00															
<b>SALARY PLACEMENT:</b> New hires are given up to seven years of credit for prior teaching experience. New hires in identified areas of need will receive a differential stipend reflecting full credit for prior experience (see Ar 8, § 2.8.i).															
<b>WORK YEAR:</b> Employees paid from this salary schedule (teachers [all], school counselors & speech therapists) work 184 days a year (185 for new hires).															
<b>LONGEVITY:</b> To be eligible for an annual longevity stipend in the Brentwood Union School District, an employee must be in a position requiring certification as a teacher, and have a BA or BS plus 75 approved semester units. Placement on steps 16, 20 and 30 will be based on 1) years of service inside BUSD credited for step movement on the BUSD salary schedule and 2) years of service outside BUSD which were credited for placement on the salary schedule at the time of initial employment with the district. In order to receive credit for a year of service, the employee must work at least 75% of the school year.															
<b>OTHER STIPENDS:</b> Regular contract employees may receive compensation for special credentials or certificates, provided that the employee is in a position requiring those credentials or certificates: * \$1,000 BCLAD/BCC                   * \$1,000 Doctorate                   * \$450 CLAD (available only to employees hired prior to 7/1/09) * \$1,000 Special Education/SLP   * \$700 Masters                   * \$450 Special Ed in training															
Salary increase of 1% effective 7/1/18															
BOARD APPROVED August 9, 2017															



## APPENDIX A-2: MIDDLE SCHOOL HEAD COUNSELOR SALARY SCHEDULES

### Brentwood Union School District

APPENDIX A-2													
2016-17 CERTIFICATED SALARY SCHEDULE - HEAD COUNSELOR MIDDLE SCHOOL													
Step	I	II		III		IV		V		VI		VII	
		BA+0-29 Sem. Units		BA + 30 Sem. Units		BA + 45 Sem. Units		BA + 60 Sem. Units		BA + 75 Sem. Units		BA + 90 Sem. Units	
		Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily
1	This	57,152	294.60	57,153	294.60	57,153	294.60	60,069	309.63	63,567	327.66	Placement in this column	
2	Column	57,153	294.60	57,153	294.60	58,486	301.47	61,897	319.06	65,502	337.64	is restricted. A minimum	
3	Eliminated	57,153	294.60	57,252	295.11	59,903	308.78	63,526	327.45	67,228	346.54	of 5 years service in	
4	6/20/1990	57,153	294.60	59,259	305.46	62,492	322.12	66,426	342.40	70,299	362.37	BUSD and recent	
5		58,479	301.44	61,333	316.15	65,013	335.12	69,152	356.45	73,179	377.21	coursework is required	
6		60,242	310.53	63,479	327.21	67,592	348.41	71,987	371.07	76,183	392.70	79,497	409.78
7		62,035	319.77	65,694	338.63	70,106	361.37	74,795	386.54	79,157	408.03	82,598	425.76
8		63,901	329.39	67,894	349.97	72,605	374.25	77,635	400.18	82,556	425.55	86,148	444.06
9		65,819	339.27	70,092	361.30	75,118	387.21	80,463	414.76	85,737	441.94	89,466	461.16
10		67,791	349.44	72,303	372.70	77,635	400.18	83,289	429.32	88,923	458.37	92,792	478.31
11		70,027	360.96	74,479	383.91	80,153	413.16	86,121	443.92	92,005	474.25	96,008	494.89
12		72,339	372.88	76,940	396.60	82,663	426.10	88,940	458.45	94,935	489.36	99,063	510.63
16										96,133	495.53	100,262	516.81
20										96,971	499.85	101,099	521.13
30										97,809	504.17	101,937	525.45
		NON-CREDENTIALLED TEACHERS											
		A		B		C							
		BA + 0-29 Sem. Units		BA + 30 Sem. Units		BA + 45 Sem. Units							
		Annual	Daily	Annual	Daily	Annual	Daily						
	1	52,970	273.04	53,634	276.46	56,760	292.58						
	2	52,970	273.04	55,267	284.88								
	3	54,974	283.37										
	4	56,683	292.18										
Hourly Rate: \$32.84													
SALARY PLACEMENT: New hires are given up to seven years of credit for prior teaching experience.													
WORK YEAR: 194 days.													
LONGEVITY: To be eligible for an annual longevity stipend in the Brentwood Union School District, an employee must be in a position requiring certification as a teacher, and have a BA or BS plus 75 approved semester units. Placement on steps 16, 20 and 30 will be based on 1) years of service inside BUSD credited for step movement on the BUSD salary schedule and 2) years of service outside BUSD which were credited for placement on the salary schedule at the time of initial employment with the district. In order to receive credit for a year of service, the employee must work at least 75% of the school year.													
OTHER STIPENDS: Regular contract employees may receive compensation for special credentials or certificates, provided that the employee is in a position requiring those credentials or certificates:													
* \$1,000 BCLAD/BCC                      * \$1,000 Doctorate                      * \$450 CLAD (available only to employees hired prior to 7/1/09) * \$1,000 Special Education/SLP    * \$700 Masters                      * \$450 Special Ed in training													
Salary increase of 1.5% effective 7/1/16													
BOARD APPROVED August 9, 2017													

Brentwood Union School District

APPENDIX A-2													
2017-18 CERTIFICATED SALARY SCHEDULE - HEAD COUNSELOR MIDDLE SCHOOL													
Step	I	II		III		IV		V		VI		VII	
		BA+0-29 Sem. Units		BA + 30 Sem. Units		BA + 45 Sem. Units		BA + 60 Sem. Units		BA + 75 Sem. Units		BA + 90 Sem. Units	
		Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily
1	This	57,152	294.60	57,153	294.60	57,153	294.60	60,069	309.63	63,567	327.66	Placement in this column	
2	Column	57,153	294.60	57,153	294.60	58,486	301.47	61,897	319.06	65,502	337.64	is restricted. A minimum	
3	Eliminated	57,153	294.60	57,252	295.11	59,903	308.78	63,526	327.45	67,228	346.54	of 5 years service in	
4	5/20/1992	57,153	294.60	59,259	305.46	62,492	322.12	66,425	342.40	70,299	362.37	BUSD and recent	
5		58,479	301.44	61,333	316.15	65,013	335.12	69,152	356.45	73,179	377.21	coursework is required	
6		60,242	310.53	63,479	327.21	67,592	348.41	71,987	371.07	76,183	392.70	79,497	409.78
7		62,035	319.77	65,694	338.63	70,105	361.37	74,795	385.54	79,157	408.03	82,598	425.76
8		63,901	329.39	67,894	349.97	72,605	374.25	77,635	400.18	82,556	425.55	86,148	444.06
9		65,819	339.27	70,092	361.30	75,118	387.21	80,463	414.76	85,737	441.94	89,466	461.16
10		67,791	349.44	72,303	372.70	77,635	400.18	83,289	429.32	88,923	458.37	92,792	478.31
11		70,027	360.96	74,479	383.91	80,153	413.16	86,121	443.92	92,005	474.25	96,008	494.89
12		72,339	372.88	76,940	396.60	82,663	426.10	88,940	458.45	94,935	489.36	99,063	510.63
16										96,133	496.53	100,262	516.81
20										96,971	499.85	101,099	521.13
30										97,809	504.17	101,937	525.45
NON-CREDENTIALLED TEACHERS													
		A		B		C							
		BA + 0-29 Sem. Units		BA + 30 Sem. Units		BA + 45 Sem. Units							
		Annual	Daily	Annual	Daily	Annual	Daily						
	1	52,970	273.04	53,634	276.46	56,760	292.58						
	2	52,970	273.04	55,267	284.88								
	3	54,974	283.37										
	4	56,683	292.18										
Hourly Rate: \$36.00, effective the month following ratification (September 2017)													
SALARY PLACEMENT: New hires are given up to seven years of credit for prior teaching experience. New hires in identified areas of need will receive a differential stipend reflecting full credit for prior experience (see Ar 8, § 2.B.i.).													
WORK YEAR: 194 days.													
LONGEVITY: To be eligible for an annual longevity stipend in the Brentwood Union School District, an employee must be in a position requiring certification as a teacher, and have a BA or BS plus 75 approved semester units. Placement on steps 16, 20 and 30 will be based on 1) years of service inside BUSD credited for step movement on the BUSD salary schedule and 2) years of service outside BUSD which were credited for placement on the salary schedule at the time of initial employment with the district. In order to receive credit for a year of service, the employee must work at least 75% of the school year.													
OTHER STIPENDS: Regular contract employees may receive compensation for special credentials or certificates, provided that the employee is in a position requiring those credentials or certificates:													
* \$1,000 BCLAD/BCC                      * \$1,000 Doctorate                      * \$450 CLAD (available only to employees hired prior to 7/1/09)													
* \$1,000 Special Education/SLP    * \$700 Masters                      * \$450 Special Ed in training													
Salary increase of 0% for 2017-18													
BOARD APPROVED August 9, 2017													



**Brentwood Union School District**

**APPENDIX A-2**

**2018-19 CERTIFICATED SALARY SCHEDULE - HEAD COUNSELOR MIDDLE SCHOOL**

Step	I	II		III		IV		V		VI		VII	
		BA+0-29 Sem. Units		BA + 30 Sem. Units		BA + 45 Sem. Units		BA + 60 Sem. Units		BA + 75 Sem. Units		BA + 90 Sem. Units	
		Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily
1	This	67,724	297.66	67,726	297.66	67,726	297.66	60,670	312.73	64,203	330.94	Placement in this column is restricted. A minimum of 5 years service in BUSD and recent coursework is required	
2	Column	67,726	297.66	67,726	297.66	69,071	304.49	62,616	322.26	66,167	341.02		
3	Eliminated	67,726	297.66	67,826	298.07	60,602	311.87	64,161	330.73	67,900	360.00		
4	8/20/1990	67,726	297.66	69,862	308.62	63,117	326.36	67,089	346.82	71,002	366.99	coursework is required	
5		69,064	304.46	61,946	319.31	66,663	338.47	69,844	360.02	73,911	380.98		
6		60,844	313.63	64,114	330.48	68,268	361.90	72,707	374.78	76,946	396.62	80,292	413.88
7		62,666	322.96	66,361	342.02	70,806	364.98	75,643	389.40	79,949	412.11	83,424	430.02
8		64,640	332.68	68,673	363.47	73,331	377.99	78,411	404.18	83,382	429.80	87,009	448.60
9		66,477	342.66	70,793	364.91	75,869	391.08	81,268	418.91	86,694	446.36	90,361	466.78
10		68,469	352.93	73,026	376.42	78,411	404.18	84,122	433.62	89,812	462.96	93,720	483.09
11		70,727	364.67	76,224	387.76	80,966	417.29	86,982	448.36	92,926	478.99	96,968	499.84
12		73,062	376.61	77,709	400.66	83,490	430.36	89,829	463.04	96,884	494.26	100,064	516.74
16										97,094	500.48	101,266	521.98
20										97,941	504.86	102,110	526.34
30										98,787	509.21	102,966	530.70

**NON-CREDENTIALLED TEACHERS**

		A		B		C							
		BA + 0-29 Sem. Units		BA + 30 Sem. Units		BA + 45 Sem. Units							
		Annual	Daily	Annual	Daily	Annual	Daily						
1	53,500	275.77	54,170	279.23	57,328	295.51							
2	53,500	275.77	55,820	287.73									
3	55,524	286.21											
4	57,250	295.10											

Hourly Rate: \$36.00

**SALARY PLACEMENT:** New hires are given up to seven years of credit for prior teaching experience. New hires in identified areas of need will receive a differential stipend reflecting full credit for prior experience (see Ar 8, § 2.B.i.).

**WORK YEAR:** 194 days.

**LONGEVITY:** To be eligible for an annual longevity stipend in the Brentwood Union School District, an employee must be in a position requiring certification as a teacher, and have a BA or BS plus 75 approved semester units. Placement on steps 16, 20 and 30 will be based on 1) years of service inside BUSD credited for step movement on the BUSD salary schedule and 2) years of service outside BUSD which were credited for placement on the salary schedule at the time of initial employment with the district. In order to receive credit for a year of service, the employee must work at least 75% of the school year.

**OTHER STIPENDS:** Regular contract employees may receive compensation for special credentials or certificates, provided that the employee is in a position requiring those credentials or certificates:

- \* \$1,000 BCLAB/BCC                      \* \$1,000 Doctorate                      \* \$450 CLAD (available only to employees hired prior to 7/1/09)
- \* \$1,000 Special Education/SLP      \* \$700 Masters                          \* \$450 Special Ed in training

Salary increase of 1% effective 7/1/18

BOARD APPROVED August 9, 2017

## APPENDIX A-3: PSYCHOLOGIST SALARY SCHEDULES

Brentwood Union School District

APPENDIX A-3														
2016-17 CERTIFICATED SALARY SCHEDULE - PSYCHOLOGIST														
Yrs. Exp.	I		II		III		IV		V		VI		VII	
	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily
1	75,461	388.97												
2	75,461	388.97												
3			79,234	408.42										
4			79,234	408.42										
5			79,234	408.42										
6					83,197	428.85								
7					83,197	428.85								
8							87,356	460.29						
9							87,356	460.29						
10									91,724	472.80				
11											96,310	496.44		
12													101,125	521.26

**SALARY PLACEMENT:** New hires will be placed on the appropriate step based on years of prior experience.

**WORK YEAR:** 194 Days

**OTHER STIPENDS:** Regular contract employees may receive compensation for special credentials or certificates, provided that the employee is in a position requiring those credentials or certificates:  
 \* \$1,000 Doctorate  
 \* \$700 Masters

Salary increase of 1.5% effective 7/1/16  
 BOARD APPROVED August 9, 2017

Brentwood Union School District

APPENDIX A-3

2017-18 CERTIFICATED SALARY SCHEDULE - PSYCHOLOGIST

Yrs. Exp	I		II		III		IV		V		VI		VII	
	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily
1	75,461	388.97												
2	75,461	388.97												
3			79,234	408.42										
4			79,234	408.42										
5			79,234	408.42										
6					83,197	428.85								
7					83,197	428.85								
8							87,356	450.29						
9							87,356	450.29						
10									91,724	472.80				
11											96,310	496.44		
12													101,125	521.26

**SALARY PLACEMENT:** New hires will be placed on the appropriate step based on years of prior experience. New hires in identified areas of need will receive a differential stipend reflecting full credit for prior experience (see Ar 8, § 2.8.1.).

**WORK YEAR:** 194 Days

**OTHER STIPENDS:** Regular contract employees may receive compensation for special credentials or certificates, provided that the employee is in a position requiring those credentials or certificates:

- \* \$1,000 Doctorate
- \* \$700 Masters

Salary increase of 0% for 2017-18  
BOARD APPROVED August 9, 2017

Brentwood Union School District

APPENDIX A-3

**2018-19 CERTIFICATED SALARY SCHEDULE - PSYCHOLOGIST**

Step	I		II		III		IV		V		VI		VII	
	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily
1	76,216	392.87												
2	76,216	392.87												
3			80,026	412.61										
4			80,026	412.61										
5			80,026	412.61										
6					84,029	433.14								
7					84,029	433.14								
8							88,230	454.79						
9							88,230	454.79						
10									92,641	477.53				
11											97,273	501.41		
12													102,136	526.47

**SALARY PLACEMENT:** New hires will be placed on the appropriate step based on years of prior experience. New hires in identified areas of need will receive a differential stipend reflecting full credit for prior experience (see Ar 8, § 2.B.i.).

**WORK YEAR:** 194 Days

**OTHER STIPENDS:** Regular contract employees may receive compensation for special credentials or certificates, provided that the employee is in a position requiring those credentials or certificates:

- \* \$1,000 Doctorate
- \* \$700 Masters

Salary increase of 1% effective 7/1/18

BOARD APPROVED August 9, 2017

**APPENDIX B: SUPPLEMENTAL PAY LIST**  
**Brentwood Union School District**

Position	Amount
<b>Athletics</b>	
After School Sports/Activity Supervision	\$ 500.00
Athletic Director	\$ 1,900.00
Basketball Coach	\$ 950.00
Cheer Coach	\$ 950.00
Cross Country Coach	\$ 850.00
Soccer Coach	\$ 850.00
Softball Coach	\$ 850.00
Track Coach	\$ 850.00
Track Coach - Assistant	\$ 750.00
Volleyball Coach	\$ 850.00
Wrestling Coach	\$ 950.00
Wrestling Coach - Assistant	\$ 850.00
<b>Unit Member Support</b>	
BTSA Mentor	\$ 1,200.00
Mentor Support for Unit Members	\$ 1,200.00
PAR Consulting Teacher: referred participating teacher	\$ 1,000.00
PAR Consulting Teacher: voluntary participating teacher	\$ 500.00
PAR Joint Panel Member	\$ 500.00
<b>Leadership</b>	
District Department Lead	\$ 950.00
District GATE Coordinator	\$ 950.00
District Special Education Leadership Team	\$ 950.00
Middle School Leadership	\$ 950.00
Site GATE Coordinator	\$ 400.00
Site Testing Coordinator: Elementary	\$ 125.00
Site Testing Coordinator: Middle School	\$ 250.00
Site English Learner Coordinator	\$ 450.00
Speech and Language Pathologist Assistant Supervision	\$ 750.00
TK-5 Grade Level Leads	\$ 950.00
<b>Student Activities</b>	
6th Grade Camp Coordinator (Site)	\$ 950.00
6th Grade Camp: per overnight attendance (Site)	\$ 100.00
8th Grade Promotion Coordinator (Site)	\$ 475.00
AVID Coordinator	\$ 400.00
Drama Director	\$ 950.00
Drama Director - Assistant	\$ 750.00
Leadership Advisor	\$ 950.00
Music Director (Middle School)	\$ 950.00
Odyssey of the Mind Coach	\$ 450.00

WEB (Welcome Every Body) Coordinator	\$ 500.00
Yearbook Advisor (Elementary School)	\$ 300.00
Yearbook Advisor (Middle School)	\$ 950.00
<b>Site Support</b>	
Safety Supervisor (EHMS)	\$ 950.00
Site Webmaster	\$ 500.00
TSA Administrative Duties (in addition to teaching day)	\$ 3,500.00

Other:

Professional Development Attendance (voluntary non-work day) \$100/full day; \$50/half day

Professional Development Presenter (non-work day) \$350/full day; \$175/half day

Professional Development Presenter (regular work day) \$175/full day; \$100/half day

Compensation for other extra work, not listed above, shall be paid at the established teacher hourly rate of pay. Such supplemental assignments may be unique to a school site program and involve approved duties outside of the normal work day and normal duties. Examples of other extra duties might include: coordination of school events or activities, curriculum writing or preparation, other site or district approved duties.

All supplemental assignments shall be open to unit members before they are offered to people outside the unit per Article 8.3.B

# APPENDIX C: HEALTH AND WELFARE BENEFITS SCHEDULE

2017

## Brentwood Union School District

	Single	Two-Party	Full Family
<b><i>MEDICAL</i></b>			
<b>Monthly District Allotment</b> (pro-rated for part time)	\$683.32	\$952.71	\$1152.71
<b><i>DENTAL</i></b>			
<b>Monthly District Allotment</b> (single required)			
• Delta Dental	\$56.76	\$104.38	\$157.76
<b>Medical Plan Costs</b>			
• Kaiser Deductible HMO Plan	\$477.01	\$954.02	\$1326.10
• Kaiser \$15.00 HMO	\$606.49	\$1212.99	\$1686.05
• Kaiser \$5.00 HMO	\$622.52	\$1245.03	\$1730.60
• Sutter Health Plus \$20.00 HMO	\$723.99	\$1448.07	\$2013.08
• Sutter Health Plus \$10.00 HMO	\$735.34	\$1470.77	\$2055.63
<b>Vision Plan Cost (optional)</b>			
• Eye Med Vision	\$8.84	\$15.80	\$21.52

***EFFECTIVE 7/1/2017***

## APPENDIX D: GRIEVANCE FORM

Grievance # 20\_\_ - 20\_\_ - \_\_\_\_

**GRIEVANT:**

**LEVEL:**

**DATE:**

PREVIOUS LEVELS (ATTACH COPIES OF PRIOR LEVEL SUBMISSIONS & RESPONSES):

	<u>Date Filed</u>	<u>With Whom</u>	<u>Date of Response</u>
I	_____	_____	_____
II	_____	_____	_____
III	_____	_____	_____

1. List the specific Contract provision(s) alleged to have been violated:

ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____
ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____
ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____

(Attach additional sheets if necessary)

2. The date, or date(s), on which the violation allegedly occurred:

\_\_\_\_\_

3. Describe the circumstances of the grievance - a concise statement concerning the violation, misapplication or misinterpretation with dates, names and places as appropriate.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional sheets if necessary)

4. Specific Remedy Sought



## APPENDIX E: REQUEST TO TRANSFER FORM

### BRENTWOOD UNION SCHOOL DISTRICT Certificated Request to Transfer Form

*Please submit completed form to Human Resources. It is not necessary to submit further requests in order to be considered for any vacancy during this current year and during the first month of the upcoming school year.*

NAME: _____
CURRENT GRADE/SUBJECT: _____
CURRENT SITE: _____
TRANSFER REQUEST FOR SCHOOL YEAR: 20____-20____

I am interested in a transfer to the following sites and grades/subjects. Please indicate all sites/grades for which you are requesting transfer.

SITES:	<input type="checkbox"/> Adams	<input type="checkbox"/> Garin	<input type="checkbox"/> Mary Casey Black
	<input type="checkbox"/> Brentwood	<input type="checkbox"/> Krey	<input type="checkbox"/> Pioneer
	<input type="checkbox"/> Bristow	<input type="checkbox"/> Loma Vista	<input type="checkbox"/> Ron Nunn
	<input type="checkbox"/> Edna Hill	<input type="checkbox"/> Marsh Creek	

GRADES:	<input type="checkbox"/> TK	<input type="checkbox"/> Sixth: <input type="checkbox"/> Language Arts/Social Studies <input type="checkbox"/> Science/Math
	<input type="checkbox"/> Kinder	
	<input type="checkbox"/> First	<input type="checkbox"/> Seventh/Subject: _____
	<input type="checkbox"/> Second	<input type="checkbox"/> Eighth/Subject: _____
	<input type="checkbox"/> Third	
	<input type="checkbox"/> Fourth	
	<input type="checkbox"/> Fifth	

Comment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

# APPENDIX F-1: CALENDARS 2016-17

Brentwood Union School District 2016-2017 STUDENT CALENDAR																				
JULY					AUGUST					SEPTEMBER					OCTOBER					
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
				1	1 =	2	3 *	4	5				1	2	3 Fall Break	4 Fall Break	5 Fall Break	6 Fall Break	7 Fall Break	
4 H	5	6	7	8	8	9	10 *	11	12	5 H	6	7 *	8	9	10 Fall Break	11 Fall Break	12 Fall Break	13 Fall Break	14 Fall Break	
11	12	13	14	15	15	16	17 *	18	19	12	13	14 *	15	16	17	18	19 *	20	21	
18	19	20	21	22	22	23	24 *	25	26	19	20	21 *	22	23	24	25	26 *	27	28	
25	26 NT	27 ✓	28 ✓+	29 ✓+*	29	30	31 *			26 *	27 *	28 *	29 *	30 *	31					
NOVEMBER					DECEMBER					JANUARY					FEBRUARY					
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
	1 * PD	2 *	3	4				1	2	2 Winter Break	3 Winter Break	4 Winter Break	5 Winter Break	6 Winter Break			1 *	2	3	
7	8	9 *	10	11 H	5	6	7 *	8	9	9	10	11 *	12	13	6	7	8 *	9	10	
14	15	16 *	17	18	12	13	14 *	15	16	16 H	17	18 *	19	20	13 H	14	15 *	16	17	
21 NWD	22 NWD	23 H	24 H	25 H	19	20	21 *	22 *	23 Winter Break	23	24	25 *	26	27	20 H	21	22 *	23	24	
28	29	30 *			26 Winter Break	27 Winter Break	28 Winter Break	29 Winter Break	30 Winter Break	30	31				27	28				
MARCH					APRIL					MAY					JUNE					
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
		1 *	2 *	3 *	3	4	5 *	6	7	1	2	3 *	4	5				1	2	
6	7	8 *	9	10	10	11	12 *	13	14	8	9	10 *	11	12	5 *	6 *	7 *	8 * =	9	
13	14	15 *	16	17	17 H	18	19 *	20	21	15	16	17 *	18	19	12	13	14	15	16	
20 Spring Break	21 Spring Break	22 Spring Break	23 Spring Break	24 Spring Break	24	25	26 *	27	28	22	23	24 *	25	26	19	20	21	22	23	
27 Spring Break	28 Spring Break	29 Spring Break	30 Spring Break	31 Spring Break						29 H	30	31 *			26	27	28	29	30	
KEY:					IMPORTANT DATES:															
=	First / Last Student Day of School				07/04	Independence Day				01/16	Martin Luther King Birthday									
#	1 <sup>st</sup> Work Day for Instructional Aides				08/01	First Day of Classes				02/13	Lincoln's Birthday									
H	Holiday				09/05	Labor Day				02/20	President's Day									
NT	New Teacher Work Day				10/3-10/14	Fall Break				03/20-03/31	Spring Break									
PD	Professional Development Day				11/01	Non School Day				04/17	District Holiday									
✓	Teacher Work Day				11/11	Veterans' Day				05/29	Memorial Holiday									
+	Food Service Work Day				11/21-11/25	Thanksgiving Holiday				06/08	Last Day of School									
*	District-wide Adjusted Day				12/23-01/06	Winter Break														
^	No Classes/Non-School Day																			
NWD	Non Work Day – 256 Day Employees																			
					First Semester 86 days															
					Second Semester 94 days															
					180 days															
Board Adopted: March 11, 2015 NT, PD & Tch Wk Days Negotiated: March 18, 2015																				

**Brentwood Union School District**  
**2016-2017 Work Year Calendar**  
 Middle School Counselor (194 Days)

JULY					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1	1 =	2	3 +	4	5				1	2	3 Fall Break	4 Fall Break	5 Fall Break	6 Fall Break	7 Fall Break
4 H	5	6	7	8	8	9	10 +	11	12	5 H	6	7 *	8	9	10 Fall Break	11 Fall Break	12 Fall Break	13 Fall Break	14 Fall Break
11	12	13	14	15	15	16	17 =	18	19	12	13	14 *	15	16	17	18	19 =	20	21
18	19	20	21	22	22	23	24 +	25	26	19	20	21 *	22	23	24	25	26 +	27	28
25	26	27	28	29 +H	29	30	31 +			26 *	27 *	28 +	29 *	30 *	31				
NOVEMBER					DECEMBER					JANUARY					FEBRUARY				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
	1 A	2 *	3	4				1	2	2 H	3 Winter Break	4 Winter Break	5 Winter Break	6 Winter Break			1 =	2	3
7	8	9 +	10	11 H	5	6	7 =	8	9	9	10	11 *	12	13	6	7	8 =	9	10
14	15	16 *	17	18	12	13	14 =	15	16	16 H	17	18 *	19	20	13 H	14	15 =	16	17
21 A NWD	22 A NWD	23 H	24 H	25 H	19	20	21 +	22 +	23 H	23	24	25 *	26	27	20 H	21	22 =	23	24
28	29	30 +			26 H	27 Winter Break	28 Winter Break	29 Winter Break	30 A NWD	30	31				27	28			
MARCH					APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1 *	2 *	3 *	3	4	5 +	6	7	1	2	3 +	4	5				1	2
6	7	8 *	9	10	10	11	12 =	13	14	8	9	10 *	11	12	5 =	6 =	7 +	8 =	9
13	14	15 +	16	17	17 H	18	19 =	20	21	15	16	17 *	18	19	12	13	14	15	16
20 Spring Break	21 Spring Break	22 Spring Break	23 Spring Break	24 Spring Break	24	25	26 =	27	28	22	23	24 *	25	26	19	20	21	22	23
27 Spring Break	28 Spring Break	29 Spring Break	30 Spring Break	31 Spring Break						29 H	30	31 +			26	27	28	29	30
KEY:					IMPORTANT DATES:														
= First / Last Student Day of School					07/04 Independence Day					01/16 Martin Luther King Birthday									
# 1 <sup>st</sup> Work Day for Instructional Aides					08/01 First Day of Classes					02/13 Lincoln's Birthday									
H Holiday					09/05 Labor Day					02/20 President's Day									
NT New Teacher Work Day					10/3-10/14 Fall Break					03/20-03/31 Spring Break									
PD Professional Development Day					11/01 Non School Day					04/17 District Holiday									
✓ Teacher Work Day					11/11 Veterans' Day					05/29 Memorial Holiday									
+ Food Service Work Day					11/21-11/25 Thanksgiving Holiday					06/08 Last Day of School									
* District-wide Adjusted Day					12/23-01/08 Winter Break														
A No Classes/Non-School Day																			
NWD Non Work Day – 258 Day Employees																			
					First Semester 86 days Second Semester 94 days 180 days														
Board Adopted: 3/11/15																			



**Brentwood Union School District  
2016-2017 Psychologist Work Year Calendar (194)**

JULY					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1	1 =	2	3 +	4	5				1	2	3 Fall Break	4 Fall Break	5 Fall Break	6 Fall Break	7 Fall Break
4 H	5	6	7	8	8	9	10 +	11	12	5 H	6	7 =	8	9	10 Fall Break	11 Fall Break	12 Fall Break	13 Fall Break	14 Fall Break
11	12	13	14	15	15	16	17 +	18	19	12	13	14 +	15	16	17	18	19 +	20	21
18	19	20	21	22	22	23	24 +	25	26	19	20	21 +	22	23	24	25	26 +	27	28
25	26 NT	27 ✓+	28 ✓+	29 ✓+*	29	30	31 +			26 +	27 +	28 +	29 +	30 +	31				
NOVEMBER					DECEMBER					JANUARY					FEBRUARY				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
	1 ^ PD	2 =	3	4				1	2	2 Winter Break	3 Winter Break	4 Winter Break	5 Winter Break	6 Winter Break			1 +	2	3
7	8	9 +	10	11 H	5	6	7 +	8	9	9	10	11 +	12	13	6	7	8 +	9	10
14	15	16 =	17	18	12	13	14 +	15	16	16 H	17	18 =	19	20	13 H	14	15 +	16	17
21 ^ NWD	22 ^ NWD	23 H	24 H	25 H	19	20	21 +	22 +	23 Winter Break	23	24	25 +	26	27	20 H	21	22 +	23	24
28	29	30 +			26 Winter Break	27 Winter Break	28 Winter Break	29 Winter Break	30 Winter Break	30	31				27	28			
MARCH					APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1 =	2 =	3 +	3	4	5 +	6	7	1	2	3 +	4	5				1	2
6	7	8 +	9	10	10	11	12 +	13	14	8	9	10 +	11	12	5 +	6 +	7 +	8 + =	9
13	14	15 +	16	17	17 H	18	19 +	20	21	15	16	17 +	18	19	12	13	14	15	16
20 Spring Break	21 Spring Break	22 Spring Break	23 Spring Break	24 Spring Break	24	25	26 +	27	28	22	23	24 +	25	26	19	20	21	22	23
27 Spring Break	28 Spring Break	29 Spring Break	30 Spring Break	31 Spring Break						29 H	30	31 +			26	27	28	29	30
KEY:					IMPORTANT DATES:														
=	First / Last Student Day of School				07/04	Independence Day				01/16	Martin Luther King Birthday								
#	1 <sup>st</sup> Work Day for Instructional Aides				08/01	First Day of Classes				02/13	Lincoln's Birthday								
H	Holiday				08/05	Labor Day				02/20	President's Day								
NT	New Teacher Work Day				10/3-10/14	Fall Break				03/20-03/31	Spring Break								
PD	Professional Development Day				11/01	Non School Day				04/17	District Holiday								
✓	Teacher Work Day				11/11	Veterans' Day				05/29	Memorial Holiday								
+	Food Service Work Day				11/21-11/25	Thanksgiving Holiday				06/08	Last Day of School								
*	District-wide Adjusted Day				12/23-01/06	Winter Break													
^	No Classes/Non-School Day																		
NWD	Non Work Day – 256 Day Employees																		
					First Semester 86 days														
					Second Semester 94days														
					180 days														
Board Adopted: March 11, 2015 NT, PD & Tch Wk Days Negotiated: March 18, 2015																			

## APPENDIX F-2: CALENDARS 2017-18

Brentwood Union School District 2017-2018 STUDENT CALENDAR																			
JULY					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
3	4 H	5	6	7		1	2 *	3	4					1	2 Fall Break	3 Fall Break	4 Fall Break	5 Fall Break	6 Fall Break
10	11	12	13	14	7	8	9 *	10	11	4 H	5	6 *	7	8	9 Fall Break	10 Fall Break	11 Fall Break	12 Fall Break	13 Fall Break
17	18	19	20	21	14	15	16 *	17	18	11	12	13 *	14	15	16	17	18 *	19	20
24	25 NT	26 PD	27 ✓	28 ✓#+	21	22	23 *	24	25	18	19	20 *	21	22	23	24	25 *	26	27
31 =					28	29	30 *	31		25 *	26 *	27 *	28 *	29 *	30	31			
NOVEMBER					DECEMBER					JANUARY					FEBRUARY				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1 PD	2	3					1	1 H	2 Winter Break	3 Winter Break	4 Winter Break	5 Winter Break				1	2
6	7	8 *	9	10 H	4	5	6 *	7	8	8	9	10 *	11	12	5	6	7 *	8	9
13	14	15 *	16	17	11	12	13 *	14	15	15 H	16	17 *	18	19	12	13	14 *	15	16 H
20 ^ NWD	21 ^ NWD	22 H	23 H	24 H	18	19	20 *	21 *	22 H	22	23	24 *	25	26	19 H	20	21 *	22	23
27	28	29 *	30		25 H	26 Winter Break	27 Winter Break	28 Winter Break	29 Winter Break	29	30	31 *			26	27	28 *		
MARCH					APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1 *	2 *	2 H	3	4 *	5	6		1	2 *	3	4					1
5	6	7 *	8	9	9	10	11 *	12	13	7	8	9 *	10	11	4 *	5 *	6 *	7 *	8
12	13	14 *	15	16 *	16	17	18 *	19	20	14	15	16 *	17	18	11	12	13	14	15
19 Spring Break	20 Spring Break	21 Spring Break	22 Spring Break	23 Spring Break	23	24	25 *	26	27	21	22	23 *	24	25	18	19	20	21	22
26 Spring Break	27 Spring Break	28 Spring Break	29 Spring Break	30 Spring Break	30					28 H	29	30 *	31		25	26	27	28	29
<b>KEY:</b> = First / Last Student Day of School # 1st Work Day for Instructional Aides H Holiday NT New Teacher Work Day PD Professional Development Day ✓ Teacher Work Day + Food Service Work Day * District-wide Adjusted Day ^ No Classes/Non-School Day NWD Non Work Day – 258 Day Employees										<b>IMPORTANT DATES:</b> 07/04 Independence Day 07/31 First Day of Classes 09/04 Labor Day 10/2-10/13 Fall Break 11/10 Veterans' Day 11/20-11/24 Thanksgiving Holiday 12/22-01/05 Winter Break 01/15 Martin Luther King Birthday 02/16 Lincoln's Birthday 02/19 President's Day 03/19-03/30 Spring Break 04/2 District Holiday 05/28 Memorial Holiday 06/07 Last Day of School									
180 student days										Board Adopted: June 8, 2018									



**Brentwood Union School District**  
**2017-2018 Work Year Calendar**  
 Middle School Counselor (194 Days)

JULY					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
3	4 H	5	6	7		1	2 +	3	4					1	2 Fall Break	3 Fall Break	4 Fall Break	5 Fall Break	6 Fall Break
10	11	12	13	14	7	8	9 +	10	11	4 H	5	6 +	7	8	9 Fall Break	10 Fall Break	11 Fall Break	12 Fall Break	13 Fall Break
17	18	19	20	21	14	15	16 +	17	18	11	12	13 +	14	15	16	17	18 +	19	20
24	25 NT	26 PD	27 ✓	28 ✓#+	21	22	23 +	24	25	18	19	20 +	21	22	23	24	25 +	26	27
31 =					28	29	30 +	31		25 +	26 +	27 +	28 +	29 +	30	31			
NOVEMBER					DECEMBER					JANUARY					FEBRUARY				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1 PD	2	3					1	1 H	2 Winter Break	3 Winter Break	4 Winter Break	5 Winter Break				1	2
6	7	8 +	9	10 H	4	5	6 +	7	8	8	9	10 +	11	12	5	6	7 +	8	9
13	14	15 +	16	17	11	12	13 +	14	15	15 H	16	17 +	18	19	12	13	14 +	15	16 H
20 A NWD	21 A NWD	22 H	23 H	24 H	18	19	20 +	21 +	22 H	22	23	24 +	25	26	19 H	20	21 +	22	23
27	28	29 +	30		25 H	26 Winter Break	27 Winter Break	28 Winter Break	29 Winter Break	29	30	31 +			26	27	28 +		
MARCH					APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1 +	2 +	2 H	3	4 +	5	6		1	2 +	3	4					1
5	6	7 +	8	9	9	10	11 +	12	13	7	8	9 +	10	11	4 +	5 +	6 +	7 + =	8
12	13	14 +	15	16	16	17	18 +	19	20	14	15	16 +	17	18	11	12	13	14	15
19 Spring Break	20 Spring Break	21 Spring Break	22 Spring Break	23 Spring Break	23	24	25 +	26	27	21	22	23 +	24	25	18	19	20	21	22
26 Spring Break	27 Spring Break	28 Spring Break	29 Spring Break	30 Spring Break	30					28 H	29	30 +	31		25	26	27	28	29
KEY:					IMPORTANT DATES:														
=	First / Last Student Day of School				07/04	Independence Day				01/15	Martin Luther King Birthday								
#	1 <sup>st</sup> Work Day for Instructional Aides				07/31	First Day of Classes				02/16	Lincoln's Birthday								
H	Holiday				08/04	Labor Day				02/19	President's Day								
NT	New Teacher Work Day				10/2-10/13	Fall Break				03/19-03/30	Spring Break								
PD	Professional Development Day				11/10	Veterans' Day				04/2	District Holiday								
✓	Teacher Work Day				11/20-11/24	Thanksgiving Holiday				05/28	Memorial Holiday								
+	Food Service Work Day				12/22-01/05	Winter Break				06/07	Last Day of School								
+	District-wide Adjusted Day																		
^	No Classes/Non-School Day																		
NWD	Non Work Day – 258 Day Employees																		

**Brentwood Union School District  
2017-2018 Work Year Calendar  
Psychologist (194 Days)**

JULY					AUGUST					SEPTEMBER					OCTOBER														
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F										
3	4 H	5	6	7		1	2 +	3	4					1	2 Fall Break	3 Fall Break	4 Fall Break	5 Fall Break	6 Fall Break										
10	11	12	13	14	7	8	9 +	10	11	4 H	5	6 +	7	8	9 Fall Break	10 Fall Break	11 Fall Break	12 Fall Break	13 Fall Break										
17	18	19	20	21	14	15	16 +	17	18	11	12	13 +	14	15	16	17	18 +	19	20										
24	25 NT	26 PD	27 ✓	28 ✓#+	21	22	23 +	24	25	18	19	20 +	21	22	23	24	25 +	26	27										
31 =					28	29	30 +	31		25 +	26 +	27 +	28 +	29 +	30	31													
NOVEMBER					DECEMBER					JANUARY					FEBRUARY														
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F										
		1 PD	2	3					1	1 H	2 Winter Break	3 Winter Break	4 Winter Break	5 Winter Break				1	2										
6	7	8 +	9	10 H	4	5	6 +	7	8	8	9	10 +	11	12	5	6	7 +	8	9										
13	14	15 +	16	17	11	12	13 +	14	15	15 H	16	17 +	18	19	12	13	14 +	15	16 H										
20 ^ NWD	21 ^ NWD	22 H	23 H	24 H	18	19	20 +	21 +	22 H	22	23	24 +	25	26	19 H	20	21 +	22	23										
27	28	29 +	30		25 H	26 Winter Break	27 Winter Break	28 Winter Break	29 Winter Break	29	30	31 +			26	27	28 +												
MARCH					APRIL					MAY					JUNE														
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F										
			1 +	2 +	2 H	3	4 +	5	6		1	2 +	3	4					1										
5	6	7 +	8	9	9	10	11 +	12	13	7	8	9 +	10	11	4 +	5 +	6 +	7 + =	8										
12	13	14 +	15	16	16	17	18 +	19	20	14	15	16 +	17	18	11	12	13	14	15										
19 Spring Break	20 Spring Break	21 Spring Break	22 Spring Break	23 Spring Break	23	24	25 +	26	27	21	22	23 +	24	25	18	19	20	21	22										
26 Spring Break	27 Spring Break	28 Spring Break	29 Spring Break	30 Spring Break	30					28 H	29	30 +	31		25	26	27	28	29										
KEY:					IMPORTANT DATES:																								
= First / Last Student Day of School					07/04 Independence Day					01/15 Martin Luther King Birthday																			
# 1 <sup>st</sup> Work Day for Instructional Aides					07/31 First Day of Classes					02/16 Lincoln's Birthday																			
H Holiday					09/04 Labor Day					02/19 President's Day																			
NT New Teacher Work Day					10/2-10/13 Fall Break					03/19-03/30 Spring Break																			
PD Professional Development Day					11/10 Veterans' Day					04/2 District Holiday																			
✓ Teacher Work Day					11/20-11/24 Thanksgiving Holiday					05/28 Memorial Holiday																			
+ Food Service Work Day					12/22-01/05 Winter Break					06/07 Last Day of School																			
* District-wide Adjusted Day																													
^ No Classes/Non-School Day																													
NWD Non Work Day – 258 Day Employees																													



## APPENDIX F-2: CALENDARS 2018-19

**Brentwood Union School District  
2018-2019 STUDENT CALENDAR**

JULY					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
2	3	4 H	5	6			1 *	2	3						1 Fall Break	2 Fall Break	3 Fall Break	4 Fall Break	5 Fall Break
9	10	11	12	13	6	7	8 *	9	10	3 H	4	5 *	6	7	8 Fall Break	9 Fall Break	10 Fall Break	11 Fall Break	12 Fall Break
16	17	18	19	20	13	14	15 *	16	17	10	11	12 *	13	14	15	16	17 *	18	19
23	24 NT	25 PD	26 ✓+	27 ✓+*	20	21	22 *	23	24	17	18	19 *	20	21	22	23	24 *	25	26
30 =	31				27	28	29 *	30	31	24 *	25 *	26 *	27 *	28 *	29	30	31 *		

NOVEMBER					DECEMBER					JANUARY					FEBRUARY				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1	2 PD	3	4	5 *	6	7		1 Winter Break	2 Winter Break	3 Winter Break	4 Winter Break					1
5	6	7 *	8	9	10	11	12 *	13	14	7	8	9 *	10	11	4	5	6 *	7	8
12 H	13	14 =	15	16	17	18	19 *	20 *	21 Winter Break	14	15	16 =	17	18	11 H	12	13 *	14	15
19 A NWD	20 A NWD	21 H	22 H	23 H	24 Winter Break	25 Winter Break	26 Winter Break	27 Winter Break	28 Winter Break	21 H	22	23 *	24	25	18 H	19	20 *	21	22
26	27	28 *	29	30	31 Winter Break					28	29	30 *	31		25	26	27 *	28 *	

MARCH					APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1 *	1	2	3 *	4	5			1 *	2	3					
4	5	6 *	7	8	8	9	10 *	11	12	6	7	8 *	9	10	3 *	4 *	5 *	6 * =	7
11	12	13 *	14	15	15	16	17 *	18	19	13	14	15 *	16	17	10	11	12	13	14
18 Spring Break	19 Spring Break	20 Spring Break	21 Spring Break	22 Spring Break	22 H	23	24 *	25	26	20	21	22 =	23	24	17	18	19	20	21
25 Spring Break	26 Spring Break	27 Spring Break	28 Spring Break	29 Spring Break	29	30				27 H	28	29 *	30	31	24	25	26	27	28

KEY:					IMPORTANT DATES:															
=	First / Last Student Day of School				07/04	Independence Day				01/21	Martin Luther King Birthday									
#	1 <sup>st</sup> Work Day for Instructional Aides				07/30	First Day of Classes				02/11	Lincoln's Birthday									
H	Holiday				08/03	Labor Day				02/18	President's Day									
NT	New Teacher Work Day				10/1-10/12	Fall Break				03/18-03/29	Spring Break									
PD	Professional Development Day				11/02	Professional Development				04/22	District Holiday									
✓	Teacher Work Day				11/12	Veterans' Day				05/27	Memorial Holiday									
+	Food Service Work Day				11/19-11/23	Thanksgiving Holiday				06/08	Last Day of School									
*	District-wide Adjusted Day				12/21-01/04	Winter Break														
^	No Classes/Non-School Day																			
NWD	Non Work Day – 258 Day Employees																			

180 student days

Board Adopted: 03/08/17



Brentwood Union School District 2018-2019 Work Year Calendar Middle School Counselor (194 Days)																								
JULY					AUGUST					SEPTEMBER					OCTOBER									
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F					
2	3	4 H	5	6			1 +	2	3						1 Fall Break	2 Fall Break	3 Fall Break	4 Fall Break	5 Fall Break					
9	10	11	12	13	6	7	8 +	9	10	3 H	4	5 *	6	7	8 Fall Break	9 Fall Break	10 Fall Break	11 Fall Break	12 Fall Break					
16	17	18	19	20	13	14	15 *	16	17	10	11	12 *	13	14	15	16	17 *	18	19					
23	24 NT	25 PD	26 ✓+	27 ✓+#	20	21	22 *	23	24	17	18	19 *	20	21	22	23	24 *	25	26					
30 =	31				27	28	29 +	30	31	24 +	25 +	26 +	27 +	28 +	29	30	31 +							
NOVEMBER					DECEMBER					JANUARY					FEBRUARY									
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F					
			1	2 PD	3	4	5 +	6	7		1 H	2 Winter Break	3 Winter Break	4 Winter Break					1					
5	6	7 +	8	9	10	11	12 *	13	14	7	8	9 *	10	11	4	5	6 +	7	8					
12 H	13	14 *	15	16	17	18	19 *	20 *	21 Winter Break	14	15	16 *	17	18	11 H	12	13 *	14	15					
19 Λ NWD	20 Λ NWD	21 H	22 H	23 H	24 H	25 H	26 Winter Break	27 Winter Break	28 Winter Break	21 H	22	23 *	24	25	18 H	19	20 *	21	22					
26	27	28 +	29	30	31 Winter Break					28	29	30 +	31		25	26	27 +	28 +						
MARCH					APRIL					MAY					JUNE									
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F					
				1 *	1	2	3 +	4	5			1 *	2	3										
4	5	6 *	7	8	8	9	10 *	11	12	6	7	8 *	9	10	3 *	4 *	5 +	6 *	7					
11	12	13 +	14	15	15	16	17 *	18	19	13	14	15 *	16	17	10	11	12	13	14					
18 Spring Break	19 Spring Break	20 Spring Break	21 Spring Break	22 Spring Break	22 H	23	24 *	25	26	20	21	22 *	23	24	17	18	19	20	21					
25 Spring Break	26 Spring Break	27 Spring Break	28 Spring Break	29 Spring Break	29	30				27 H	28	29 +	30	31	24	25	26	27	28					
<b>KEY:</b>					<b>IMPORTANT DATES:</b>																			
= First / Last Student Day of School					07/04 Independence Day					01/21 Martin Luther King Birthday														
# 1 <sup>st</sup> Work Day for Instructional Aides					07/30 First Day of Classes					02/11 Lincoln's Birthday														

Brentwood Union School District 2018-2019 Work Year Calendar Psychologist (194 Days)																													
JULY					AUGUST					SEPTEMBER					OCTOBER														
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F										
2	3	4 H	5	6			1 *	2	3						1 Fall Break	2 Fall Break	3 Fall Break	4 Fall Break	5 Fall Break										
9	10	11	12	13	6	7	8 *	9	10	3 H	4	5 *	6	7	8 Fall Break	9 Fall Break	10 Fall Break	11 Fall Break	12 Fall Break										
16	17	18	19	20	13	14	15 *	16	17	10	11	12 *	13	14	15	16	17 *	18	19										
23	24 NT	25 PD	26 ✓+	27 ✓+*	20	21	22 *	23	24	17	18	19 *	20	21	22	23	24 *	25	26										
30 =	31				27	28	29 *	30	31	24 *	25 *	26 *	27 *	28 *	29	30	31 *												
NOVEMBER					DECEMBER					JANUARY					FEBRUARY														
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F										
			1	2 PD	3	4	5 *	6	7		1 H	2 Winter Break	3 Winter Break	4 Winter Break					1										
5	6	7 *	8	9	10	11	12 *	13	14	7	8	9 *	10	11	4	5	6 *	7	8										
12 H	13	14 *	15	16	17	18	19 *	20 *	21 Winter Break	14	15	16 *	17	18	11 H	12	13 *	14	15										
19 Λ NWD	20 Λ NWD	21 H	22 H	23 H	24 H	25 H	26 Winter Break	27 Winter Break	28 Winter Break	21 H	22	23 *	24	25	18 H	19	20 *	21	22										
26	27	28 *	29	30	31 Winter Break					28	29	30 *	31		25	26	27 *	28 *											
MARCH					APRIL					MAY					JUNE														
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F										
				1 *	1	2	3 *	4	5			1 *	2	3															
4	5	6 *	7	8	8	9	10 *	11	12	6	7	8 *	9	10	3 *	4 *	5 *	6 *	7										
11	12	13 *	14	15	15	16	17 *	18	19	13	14	15 *	16	17	10	11	12	13	14										
18 Spring Break	19 Spring Break	20 Spring Break	21 Spring Break	22 Spring Break	22 H	23	24 *	25	26	20	21	22 *	23	24	17	18	19	20	21										
25 Spring Break	26 Spring Break	27 Spring Break	28 Spring Break	29 Spring Break	29	30				27 H	28	29 *	30	31	24	25	26	27	28										
<b>KEY:</b>					<b>IMPORTANT DATES:</b>																								
= First / Last Student Day of School					07/04 Independence Day					01/21 Martin Luther King Birthday																			
# 1 <sup>st</sup> Work Day for Instructional Aides					07/30 First Day of Classes					0																			

## APPENDIX G: CLASS SIZE REDUCTION MOU

### Memorandum of Understanding between the Brentwood Teachers Association and the Brentwood Union School District

#### K-3 Class Size Averages and Overages

The Brentwood Teachers Association, "the Association or BTA" and the Brentwood Union School District, "the District," hereinafter "the Parties" enter into this Memorandum of Understanding (MOU) in order to address the provisions of the Local Control Funding Formula related to class size averages for grades K-3 and to provide a remedy for class size overages.

This MOU is effective upon ratification by the parties, and shall renew annually each year thereafter, unless the parties enter into a written agreement to modify or discontinue it.

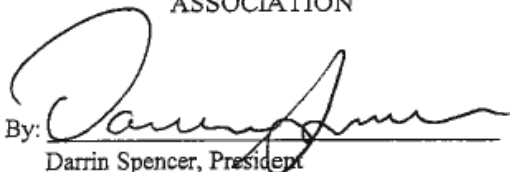
The Parties agree as follows:

1. The annual average class enrollment in kindergarten and grades 1 to 3 for each school site shall not exceed twenty-six 26.
2. Unit members teaching grades K-3 shall inform their site administrator(s) in writing, if their assigned class enrollment exceeds twenty-five (25) students.
3. Site administrators shall have ten (10) instructional days to confirm the overage and reduce the class enrollment to twenty-five (25) students.
4. If the assigned class enrollment overage is confirmed and is not reduced to twenty-five (25) students by the eleventh (11<sup>th</sup>) instructional day after the unit member notifies the site administrator, the unit member shall receive five dollars (\$5) per student per day retroactive to the first day of notification to the administration.
5. The payment for the overage shall continue until the class is at or below twenty-five (25) students.

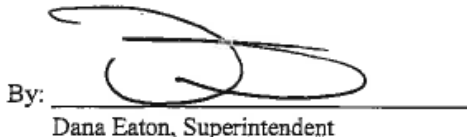
This MOU supersedes any other agreements between the parties, or past practice, insofar as such an agreement or past practice relates to class size and pupil teacher ratio in kindergarten and grades 1 to 3, which are inconsistent with the provisions of this MOU.

In witness whereof the Parties hereto have executed this Agreement on this 9 day of April 2014.

BRENTWOOD TEACHERS  
ASSOCIATION

By:   
Darrin Spencer, President

BRENTWOOD UNION SCHOOL  
DISTRICT

By:   
Dana Eaton, Superintendent

**APPENDIX H:**  
**SUNSET AND REMOVED FROM AGREEMENT**

**AUGUST 9, 2017**

**ARCHIVED ON DISTRICT WEBSITE**



## APPENDIX I: JOINT BENEFITS COMMITTEE MOU

**Memorandum of Understanding  
between the  
Brentwood Teachers Association  
and the  
Brentwood Union School District**

**Joint Benefits Committee**

The Brentwood Teachers Association, "the Association or BTA" and the Brentwood Union School District, "the District," hereinafter "the Parties" enter into this Memorandum of Understanding (Memorandum, MOU or Agreement) in order to address issues pertaining to medical benefits for unit members.

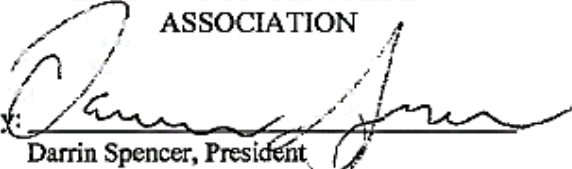
The Agreement will go into effect immediately upon adoption and shall remain in effect until incorporated into the Collective Bargaining Agreement.

The Parties agree as follows:


1. The District will establish a District wide Health Benefits Committee with representation from all employee groups. Each Party shall be represented on the Joint Benefits Committee (JBC) by three (3) members.
2. Each Party shall appoint its members to the JBC.
3. Should vacancies occur in either Party's JBC roster, the Party in whose roster the vacancy(s) occurs shall make the necessary appointments to fill the vacancy(s).
4. The functions of the JBC shall be as follows:
  - Monitor trends in health care costs;
  - Monitor trends in health care delivery;
  - Evaluate the benefits within the plans offered, including, but not limited to, coverage levels and costs;
  - Explore options for plan design and cost savings;
  - Evaluate the rates of plans in relation to the benefits provided;
  - Receive reports from the Joint Powers Authority;
  - Meet with the plan brokers and JPA representatives as needed, but not less than once a year, to discuss any issues that may arise that affect the benefit plans;
  - Review requests for proposals and the responses to the request(s) for proposals for engaging brokers;
  - Report to the elected officers of the respective Parties to this Memorandum.
5. Any recommendations which are within the scope of bargaining will be provided to the parties no later than June 1<sup>st</sup> of each year.

In witness whereof the Parties hereto have executed this Agreement on this \_\_\_ day of \_\_\_\_\_, 2014.

BRENTWOOD TEACHERS  
ASSOCIATION

By:   
Darrin Spencer, President

BRENTWOOD UNION SCHOOL  
DISTRICT

By:   
Dana Eaton, Superintendent

## APPENDIX J: JOB SHARE TIMELINES AND PROCEDURES

*A job share assignment is defined as an arrangement in which two **permanent** employees who have mutually agreed to work together share one full time teaching position, including the related instructional and adjunct duties.*

*Job share assignments shall be limited to one per grade level/department at each school site.*

*It is the unit members' responsibility to identify their own job share partners.*

### JOB SHARE TIMELINE & PROCEDURES

1. By **February 1<sup>st</sup>** of the year preceding the job share assignment, unit members desiring to enter into or continue a job share assignment must submit their joint proposal (written explanation of why the partnership will be successful), signed agreement, and tentative work year calendar to the Principal of the site where the job share will occur. Required forms are found on the District's website (Inside HR) and in Appendix J of the BTA Agreement.
2. By **February 14<sup>th</sup>** of the year preceding the job share agreement, unit members must submit to the Human Resources Department all the items listed above plus a recommendation from the principal where the job share will occur.
3. In addition to the notifications mentioned above, unit members interested in entering into or continuing in a job share assignment shall indicate this on the Annual Staffing Survey Form, which shall also be submitted to the HR department by February 14<sup>th</sup>.
4. The District will review the Staffing Survey results and identify and post a list of unit members desiring to enter into or continue a job share assignment but who have not identified a partner.
5. The District will notify applicants if their proposal is approved after February 14<sup>th</sup> but no later than April 14<sup>th</sup> of the year preceding the job share assignment, provided the "Request for Leave of Absence" has been approved.
6. Unit members returning from job share assignments will be assigned to a position in accordance with Article 11, Section 1.

REVISED – APRIL 2015

## DEVELOPING A WORK YEAR CALENDAR FOR SHARED TEACHING ASSIGNMENTS

Full time teachers are required to work 184 days each year. This includes 180 student instructional days and 2 days prior to the start of the school year and 2 Professional Development Days.

Teachers sharing an assignment must work with their site administrator to develop an exact work day calendar that is reflective of their shared FTE. For example, teachers sharing 50/50 will each be expected to work 92 days.

In addition, job sharing teachers are expected to spend **additional time** to ensure a quality program. Administrative regulations require both teachers be present and participate in:

- Parent Conferences
- Open House
- Back to School Night
- School staff meeting scheduled on workdays prior to start of school

Both teachers are also expected to work a full day on the first two student days of the school year.

### **STEPS FOR DEVELOPING AND SUBMITTING YOUR CALENDAR:**

1. Determine the accurate number of days that each teacher is contracted to work. A 50/50 job share would be 92 days each, a 60/40 job share would be 110/74 days respectively.
2. On the adopted student calendar, use the teachers' initials to mark 92 work days for each teacher (or the number of work days based on actual FTE split). **DO NOT MARK MORE OR LESS THAN THIS NUMBER.** These days will reflect who will be the teacher in charge for that day, and who will be docked sick leave, etc. when that teacher is absent.
3. Now go back and **circle** the days that **both** teachers are expected to be on site together (see shared teaching assignment agreement). This will result in more than 92 days being marked for each 50% employee.
4. Discuss meeting responsibilities and how communications will be shared.
5. Submit the following to Human Resources:
  - ☐ Completed work year calendar
  - ☐ Written job share proposal
  - ☐ Signed Job Share Agreement

Also submit a copy of your work year calendar to your school secretary.

### **Other reminders:**

- ▶ Your salary is based on your approved, contracted FTE. Do not change your number of working days!
- ▶ Any adjustments to your submitted calendar must be approved by your site administrator and submitted to Human Resources.
- ▶ Your accurate and exact calendar is critical for tracking your leaves and ensuring proper salary!
- ▶ Professional Development days shall be attended by both job share partners. If the Professional Development day is not a scheduled workday for the unit member, he/she will submit a timesheet for attendance and will be compensated per Article 8, Section 1B.

REVISED – APRIL 2015

## **JOB SHARE AGREEMENT LETTER**

### **BRENTWOOD UNION SCHOOL DISTRICT JOB SHARE AGREEMENT FOR \_\_\_\_/\_\_\_\_ SCHOOL YEAR**

**SITE:** \_\_\_\_\_ **GRADE LEVEL:** \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Percent FTE Working/On Leave: \_\_\_\_/\_\_\_\_ Percent FTE Working/On Leave: \_\_\_\_/\_\_\_\_

#### **HOURS AND RESPONSIBILITIES**

1. Each unit member will work the proportional number of school days according to his/her job share percentage as required of full time teachers, to total one FTE, and will perform a proportionate share of adjunct duties.
2. The unit member not on duty will not normally be required to attend staff meetings, unless emergencies require both unit members to attend.
3. Both unit members shall be present and participate in parent conferences, open house, back-to-school night, and any school site staff meeting scheduled on the teacher workdays prior to the start of school.
4. Professional development days shall be attended by both job share partners. If the professional development day is not already a scheduled work day for the unit member, he/she shall be compensated per Article 8, Section 1.B.
5. Both unit members shall work a full day on the first two student days of the school year in order to effect a smooth transition and to establish a mutually agreeable classroom routine. The unit member not scheduled to work on one or both of those days shall not receive additional pay for working on a non-scheduled day.
6. Both unit members shall assume full responsibility for the class instructional program. They will regularly meet to jointly develop lesson plans and ensure clear lines of communication with parents/guardians.

#### **SALARY AND BENEFITS**

1. Each unit member will receive a pro-rated portion of his/her annual salary according to his/her job share percentage and to individual placement on the salary schedule.
2. Upon completing 75% of the unit member's job share contract, s/he shall be entitled to salary schedule credit for one year of service in the following school year.
3. Whenever one of the unit members sharing an assignment is absent, the other unit member sharing the assignment shall make every reasonable effort to perform substitute teaching duties. The unit member who substitutes shall be paid at the District substitute rate for day-to-day substitutes, or the job share partners may arrange to exchange work days, with the approval of the site administrator. If an absence extends beyond two consecutive weeks, and one job share partner has substituted for the other partner on each day of absence, the substituting partner shall receive his/her regular per diem pay beginning with the first day of substitute service.
4. Unit members sharing an assignment shall accrue sick leave and other leave benefits on a pro-rated basis.



5. For job share participants working fifty percent (50%) or more, the District Fringe Benefit Allowance shall be prorated. Job share participants working less than 50% shall not be eligible for the District fringe benefit allowance.

Participant's Name (*Please Print*) \_\_\_\_\_

Participant's Signature Date \_\_\_\_\_

Participant's Name (*Please Print*) \_\_\_\_\_

Participant's Signature Date \_\_\_\_\_

Principal's Name (*Please Print*) \_\_\_\_\_

Principal's Signature Date \_\_\_\_\_

Asst. Supt. Hum. Res. (*Please Print*) \_\_\_\_\_

Asst. Supt. Hum. Res. Signature Date \_\_\_\_\_

*Revised 5/2015*

## APPENDIX K: JOB SHARE SIDE LETTER

### SIDE LETTER of AGREEMENT JOB SHARES May 18, 2015

The Brentwood Union School District and the Brentwood Teachers Association (BTA) agree that the three probationary unit members who have been approved to job share during the 2015-16 school year shall not be subject to the permanent status requirement for future job share arrangements.

These three unit members are:

Regan Franklin

Jessica Dabelich

Cathryn Abell-Chavez

This agreement is for only these unit members. This agreement is non-precedent setting and shall not be subject to the grievance procedure unless it is alleged that a specific provision of the collective bargaining agreement has been violated.

 5/28/15  
Margaret Kruse date  
District Representative

 5/27/15  
Darrin Spencer date  
BTA President

## **APPENDIX L: FAMILY MEDICAL LEAVE ACT INFO/REQUEST**

### **FAMILY CARE AND MEDICAL LEAVE INFORMATION & REQUEST**

The following conditions, requirements, and procedures shall apply when requests for Family Care or Medical Leave are made:

#### **Employee Eligibility**

1. Full-time teacher or employee who has worked at least 1,250 hours in the 12 months immediately preceding the leave; and,
2. Has been employed for at least 12 months.

#### **Reasons for Leave**

1. Family Care Leave is available for birth, adoption or foster care placement during the first year after the child is born or placed with the parent;
2. Serious health condition of yourself; and,
3. Serious health condition of child, parent, spouse or domestic partner for which you are needed to provide care.
4. 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
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.

#### **Compensation and Benefits While on Leave**

This leave is without compensation unless it is concurrent with other paid leave. The district maintains its contribution to unit member's medical and dental benefits for the duration of the Family Care or Medical Leave; does not include cash option in lieu of health benefits.

#### **Length of Leave**

Leave is limited to twelve weeks in a 12-month period to run concurrently with any other paid leave, such as sick leave, vacation, personal necessity, etc., except for disability on account of pregnancy, childbirth or related medical conditions.

Leave may be taken in increments as short as half a regular work day.

The district may require an instructional employee to continue taking a requested leave until the end of the term if the employee's leave would have them subsequently returning during the last three weeks of the term.

#### **Procedures**

Employees requesting Family Care Leave will submit the Request for Family Care and Medical Leave of Absence form to Human Resources. Upon receipt of request, the employee will be provided a Notice of Eligibility, Rights and Responsibilities. Certification by a Health Care Provider, upon request, must be provided to Human Resources within 15 days.

**PLEASE NOTE:** Failure to provide advance notice and proper medical certification when necessary may delay the granting of leave until such requirements are met.

If the employee fails to return from the leave for any reason other than recurrence, continuance, or onset of a serious health condition, the District shall have the right to recover its share of premiums paid for maintaining the employee's health coverage.

Revised: 5/2015

BRENTWOOD UNION SCHOOL DISTRICT

REQUEST FOR FAMILY CARE AND MEDICAL LEAVE OF ABSENCE

(Please complete and return to Human Resources)

Name: \_\_\_\_\_ Site/Assignment: \_\_\_\_\_

I hereby request a Family Care or Medical Leave of Absence for the following reason(s):

- ☐ The birth of your child, or the placement of a child with you for adoption or foster care;
- ☐ A serious health condition that makes you unable to perform the essential functions of your job; or,
- ☐ A serious health condition affecting your spouse/domestic partner, child or parent, for which you are needed to provide care.
- ☐ 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
- ☐ 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.

Date Family Care/Medical Leave should begin: \_\_\_\_\_

Expected date of return service: \_\_\_\_\_

If you are requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, please identify the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave is required.

\_\_\_\_\_  
(initial) I understand that this Family Care/Medical Leave of Absence will be without compensation. I also understand that medical and dental benefits must be maintained (for a total period of 12 weeks) under the same conditions as if I continued to work. Any paid leave {e.g. sick leave, vacation, personal necessity, etc.} will be concurrent with the Family Care Leave, except for disability leave on account of pregnancy, childbirth, or related medical conditions.

\_\_\_\_\_  
(initial) I understand that I must contact Human resources if I wish to request a regular unpaid Leave of Absence after the Family Care/Medical Leave. I also understand that I may continue benefits at my expense while on unpaid leave, and I must contact Human Resources to make these arrangements.

PLEASE NOTE: Failure to provide advance notice and proper medical certification when necessary may delay the granting of leave until such requirements are met.

If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the District shall have the right to recover its share of premiums paid for maintaining the employee's health coverage.

\_\_\_\_\_  
Employee's Signature Date

(DISTRICT OFFICE USE ONLY)

ACTION OF PERSONNEL OFFICE: ☐ Approved ☐ Denied  
Notice of FMLA Eligibility, Rights and Responsibilities sent on \_\_\_\_\_  
Comments: \_\_\_\_\_

Approved Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_ for FMLA

\_\_\_\_\_  
Signature Date

**APPENDIX M - CATASTROPHIC LEAVE MOU  
REMOVED AND INCORPORATED INTO ARTICLE 16  
AUGUST 9, 2017**

**ARCHIVED ON DISTRICT WEBSITE**

**APPENDIX N: SPECIAL EDUCATION STIPEND MOU**

**SUNSET AND REMOVED FROM AGREEMENT**

**AUGUST 9, 2017**

**ARCHIVED ON DISTRICT WEBSITE**

## **APPENDIX O: MENTOR SUPPORT FOR UNIT MEMBERS**

### **Memorandum of Understanding between Brentwood Teachers Association and Brentwood Union School District**

#### **MENTOR SUPPORT FOR UNIT MEMBERS**

The Brentwood Teachers Association, “the Association or BTA” and the Brentwood Union School District, “the District,” hereinafter “the Parties” enter into this Memorandum of Understanding (Memorandum, MOU or Agreement) regarding the temporary supplemental assignment of Mentor Support for unit members.

1. The District will establish the voluntary supplemental assignment of Mentor Support for unit members who hold a PIP/STSP permit, who do not hold the necessary preliminary or clear credential for their assignment, and new unit members who do not otherwise qualify for the Induction Program.
2. The District shall post and fill the vacancies for mentor assignments according to Article 8, § 3 B of the parties’ collective bargaining agreement, as follows:

Mentor Assignments shall be posted District-wide. In 2016-17, the District shall post assignments upon ratification of this MOU by both parties, and the assignment shall be effective when the Mentor is selected. The District shall post 2017-18 assignments at the beginning of the workyear. All assignments shall be opened to unit members before they are offered to people outside the unit. Site-specific positions shall be posted at the site.

3. The Parties shall encourage the development of a trust relationship between mentors and participants to promote a feeling of safety and security for participants and the effectiveness of the support program. Neither Party shall seek verbal or written information about the interaction between mentors and participants.
4. Unit members who hold a PIP/STSP permit, who do not hold the necessary preliminary or clear credential for their assignment, and new unit members who do not otherwise qualify for the Induction Program (“participant”), may be assigned a mentor.
5. Mentor Qualifications:
  - a. Current unit members who have had at least three years serving in a similar position as the participant shall be eligible to mentor. If no such current unit member volunteers, a retiree or other non- unit member who meets the qualifications may serve as a mentor.
  - b. When possible, the mentor and participant will be at the same site.

6. Mentor and participant shall determine frequency of support. Weekly contact/communication is preferred.
7. Mentor shall maintain a log of meeting dates, times and other communication (phone, email) to show a record of communication not content.
8. Mentors shall not evaluate participants. Administrators shall evaluate participants using the provisions of Article 20.
9. All communication between the participating unit member and mentor shall be confidential and not be used for evaluative purposes.
10. Only the dates of the participant's participation in the Mentor Program shall be placed in the participant's personnel file. No other record related to participation in the Mentor Program shall be placed in the participant's personnel file.
11. A Mentor will support no more than 2 participants at one time.
12. The Mentor shall receive an annual stipend of \$1200 per year, per participant. The stipend shall be prorated in 2016-17, based on a monthly rate of \$120, for the period of time that the mentor is assigned, pursuant to #2, above.
13. The term of this MOU shall cover the remainder of the 2016-2017 and the entire 2017-2018 school years, and shall expire at the end of the 2017-2018 school year unless the parties agree to extend the term.

Date: February 22, 2017

BRENTWOOD TEACHERS  
ASSOCIATION

By:   
Darrin Spencer, President

BRENTWOOD UNION SCHOOL  
DISTRICT

  
Dana Eaton, Superintendent



## **APPENDIX P: CILT AND TAC MOU**

### **Curriculum and Instructional Leadership Team & Technology Advisory Committee**

The Brentwood Teachers Association, “the Association or BTA” and the Brentwood Union School District, “the District,” hereinafter “the Parties” enter into this Memorandum of Understanding (Memorandum, MOU or Agreement) in order to effectively implement State Standards in applicable curriculum areas.

This MOU supports the Parties’ core value of ensuring academic success of all students through quality professional development and staff collaboration focused on student learning outcomes.

The Parties recognize that:

- Working in collaboration, taking joint responsibility and accountability will produce the greatest opportunity for a successful implementation;
- By innovatively implementing State Standards we will ensure that ALL students are ready for college, career, and citizenship in the 21st century;
- By innovatively implementing State Standards we will build student independence as readers, writers, and thinkers through comprehensive literacy, disciplinary literacy, and algebraic thinking and reasoning; and
- In order for the State Standards to be successful, there must be a continued emphasis on a collaborative professional culture, new leadership roles for teachers and administrators, personalized learning for diverse learners, and increased emphasis on assessment for learning.

To implement this MOU the parties agree to the following:

#### **1. District Curriculum and Instructional Leadership Team (CILT)**

##### **A. Composition**

- i. BTA shall appoint one representative from each site. The middle school representatives shall be teachers in the subject matter areas addressed by CILT.
- ii. District may appoint up to 10 representatives.
- iii. District may expand or decrease the size of the CILT.
- iv. The Director of Curriculum and Instruction shall be the chairperson.

##### **B. Qualifications**

- i. Knowledge, background, and training on the standards;
- ii. Have a working knowledge of the foundational skills imbedded in the State Standards K-12 progressions for English Language Arts and Mathematics;

- iii. Have problem solving skills and a leadership/solution orientation.

C. Responsibilities of BTA Representatives

- i. Attend all meetings;
- ii. Share the responsibilities of CILT plan implementation at the site and background materials and resources;
- iii. Inform the unit members of implementation issues specific to professional development, curriculum, instructional materials, communications and the foundational skills imbedded in the State Standards K-12 progressions for English Language Arts and Mathematics;
- iv. Participate in relevant and appropriate trainings to assist in understanding, implementing and acting as partners to the principal to help implementation of State Standards;
- v. As directed by CILT, provide training in connection with State Standards implementation;
- vi. Gather feedback from the site about academic issues, areas of need, and areas of success and sharing information at regular meetings.

D. Compensation

BTA unit members serving on the CILT shall receive an annual stipend of \$950.00, prorated for less than a full year of service.

2. The Parties will establish a District Curriculum and Instructional Leadership Team Working Group (CILTWG)

- A. The Committee shall be composed of seven (7) members: three (3) District members and four (4) Association members. The Association members shall be: one (1) K, 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> grade unit member; one (1) 4<sup>th</sup> or 5<sup>th</sup> grade unit member; one (1) middle school Math unit member; and one (1) middle school English/Language Arts unit member.

- i. Each party shall select its own Committee members.
- ii. The CILTWG shall establish its own meeting schedule and operational procedures.
- iii. CILTWG members shall collaboratively develop the meeting agendas.

- B. The chair of the Committee shall be the Director of Curriculum and Instruction.

C. Responsibilities

- i. Attend all CILTWG meetings;
- ii. Serve as CILT liaisons to the schools and District administration, provide information, and gather input and feedback on implementation of CCSS;
- iii. Attend and participate in District Curriculum and Instructional Leadership Team (CILT) meetings;
- iv. At CILTWG meetings:
  - a. Debrief after CILT meeting and discuss upcoming CILT meeting agenda;
  - b. Discuss proposals for the CILT implementation plan and calendar. Subjects might include curriculum, materials and professional development.

D. Compensation

BTA unit members serving on the CILTWG shall receive the annual stipend which BTA unit members serving on CILT receive. This is \$950.00, prorated for less than a full year of service. BTA unit members serving on the CILTWG shall receive an additional \$250.00 annual stipend, prorated for less than a full year of service.

E. Any decisions of the CILTWG shall be by consensus.

F. The committee shall not make decisions which violate the collective bargaining agreement between the parties.

3. Technology Liaison Teachers and Technology Advisory Committee (TAC)

A. Technology Liaison Teachers

- i. Each site shall have at least one site-based Technology Liaison Teacher (TLT), who has demonstrated his or her effective use of technology. Elementary Schools with an enrollment of 800 or more students, and each middle school, shall have two TLTs, if there are volunteers.
- ii. TLT assignments shall be posted in accordance with Article 8.

B. Technology Liaison Teacher Responsibilities

- i. Support the effective use of all classroom technology tools by students and teachers;
- ii. Serve as “effective use of technology” leads and liaisons with their colleagues;

- iii. Provide support to unit members on the use of district-provided technology;
  - iv. Assist with professional development on use of educational technology;
  - v. Share information with unit members from the technology department;
  - vi. Provide a district-wide collaborative group for unit members of the same grade level and content area to communicate and share ideas for maximizing the use of technology tools and resources to support student achievement; and
  - vii. Serve on the Technology Advisory Committee (TAC).
- C. The District Technology Department, and not the TLTs, shall be responsible for installation or repair of technology equipment and software.
- D. Technology Advisory Committee
- i. The TAC shall include the TLTs.
  - ii. The District may appoint members to the TAC.
- E. Compensation

Each Site Technology Liaison Teacher shall receive an annual stipend of \$950.00, prorated for less than a full year of service.

It is the expressed intent of the Parties that there will be multiple leadership opportunities for bargaining unit members at each site. To encourage involvement, bargaining unit members may serve on either CILT or as a Technology Liaison Teacher, but not both.

This MOU will become effective upon execution by the Parties and shall remain in effect until June 30, 2019. This agreement supersedes the previous CCSS agreement which expired on June 30, 2016.

Remove Appendix H from the CBA.

Date: July 11, 2017

BRENTWOOD TEACHERS ASSOCIATION

By: Hana Silver

BRENTWOOD UNION SCHOOL DISTRICT

By: Araceli

## **APPENDIX Q: CODE.ORG**

Memorandum of Understanding  
Between the  
Brentwood Teachers Association  
And the  
Brentwood Union School District  
Regarding CODE.ORG

This memorandum of understanding (MOU) applies to BTA unit members who are participating in professional development during non-work days related to the code.org program during the 2016-2017 and 2017-2018 school years. This MOU resolves all issues in dispute between the parties related to unit member participation in professional development in connection with Code.org. and BUSD entering into a contract with code.org for 2016-2017 without BTA input.

### **2016-2017**

Professional development (PD) related to the code.org program occurred during the 2016-2017 work year on four non work days.

BTA unit members who attended one or more of the PD days which occurred on non-work days during the 2016-2017 school year will be compensated at their unique hourly rate for each hour of attendance on those days.

Unit members will be paid the applicable IRS mileage rate for the use of their personal vehicle, pursuant to Article 8, §5 of the parties' CBA, for travel outside of District boundaries, to attend the PD days for code.org.

### **2017-2018**

#### **Summer Workshop:**

Unit members assigned to teach Computer Science Discoveries in 2017-2018 will be offered the opportunity to attend a professional development workshop in Phoenix, AZ, from July 16-21, 2017. According to the Contra Costa Office of Education (CCCOE), code.org will pay airfare, registration fees, lodging, meals and a gift card in the amount of \$300 to attend the program. The District will pay each participant an additional amount of the hourly rate per Appendix A of the parties' collective bargaining agreement, for up to 7.5 hours per day for actual conference attendance.

#### **Regular Work Year:**

Unit members participating in the program will be released to attend 4 professional development workshops during the regular workday, in the 2017-2018 work year.

If the program requires participation in additional professional development, including online, which occurs outside of the regular workday, during the regular work year, the District will compensate participants at the contract teacher hourly rate.

In addition, unit members will be paid the applicable IRS mileage rate for the use of their personal vehicle, pursuant to Article 8, § 5 of the parties' CBA, for travel outside of District boundaries, to attend the PD days for code.org.

Subsequent Years:

Should the Code.org program continue beyond the 2017-2018 school year, and requires teachers to participate in professional development workshops and training, BUSD shall inform BTA of the requirement, in order for BTA to have a reasonable opportunity to negotiate the impact of the program, if it chooses.

This MOU applies only to professional development activities related to the code.org program and unit members participating in that program, is non precedent setting, and may not be cited as precedent or practice in any other matter.

BRENTWOOD TEACHERS ASSOCIATION

BRENTWOOD UNION SCHOOL DISTRICT

  
Darrin Spencer, President

8/9/17  
Date

  
Dana Eaton, Superintendent

7/21/17  
Date

APPENDIX R: YOU CUBED SUMMER CAMP  
ADAMS MIDDLE SCHOOL 2017

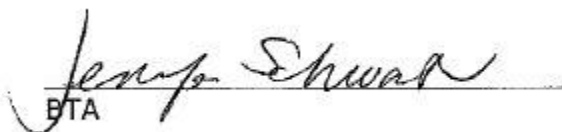
Memorandum of Understanding  
Between the  
Brentwood Teachers Association  
And  
Brentwood Union School District

The District will offer the YouCubed Summer Camp ("Math Camp") during the summer 2017 to Adams Middle School students. The terms and conditions of employment of the Math Camp will be similar to those of the District's special education ESY program, as follows:

1. Dates of program and workdays: June 12-30, 2017 (15 days), plus one day (5.5 hours) or the equivalent thereof for program planning.
2. Student day: 4.5 hours including a lunch break.
3. Teacher workday: 5.5 hours including 30 minutes preparation time (per Article 10, § 9.H).
4. Positions: 3 teaching positions and 1 non-teaching coordinator position, to be posted according to Article 8, § 3.B.
5. Compensation: Hourly rate according to Appendix A-1.
6. Sick Leave: unit members who work during the entire posted summer session shall earn one half day of sick leave to be used during summer session or added to the unit member's accumulated sick leave, according to Article 16, § 2.C.

April 21, 2017

  
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BUSD

  
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BTA