



**Brea Olinda Unified School District
Collective Bargaining Agreement
With
Brea Olinda Teachers' Association**

**Effective
July 1, 2018 to June 30, 2019**

Approved October 4, 2018



**Brea Olinda Unified School District
Collective Bargaining Agreement with Brea Olinda Teachers Association
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Preamble

This is an Agreement made and entered into this fourth day of October, 2018, between the Brea Olinda Unified School District (hereinafter referred to as the "District") and the Brea Olinda Teachers' Association (hereinafter referred to as the "Association").



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Article 1 Recognition

1.1

The District recognizes the Brea Olinda Teachers' Association/California Teachers' Association/ National Education Association as the exclusive representative for the purposes of the Rodda Act (Government Code Section 3540, et. seq., Title 1, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following positions: Full-time and regular part-time Teachers, Teachers of Educationally Handicapped, Learning Center Specialists, Remedial Reading Teachers, Continuation Teachers, Opportunity School Teachers, Adaptive Physical Education Teachers, Instrumental Music Teachers, Vocal Music Teachers, Nurses, Temporary Teachers as defined in Education Code Sections 44916 - 44921; and excluding all other positions not designated, including: Superintendent, Assistant Superintendents, Director of Special Education, Administrator Educational Services, Administrator Special Education, Educational Services Specialist, Program Specialist, Principals, Assistant Principals, Deans, Guidance Specialists, Counselors, Psychologists, Speech & Language Pathologists, Substitutes, and irregular part-time employees.

1.2

The Association agrees that the unit is appropriate and that it will not seek a clarification or amendment of the unit either as to the specific exclusions or the enumerated inclusions for a period of two (2) years from the date of this Agreement. If any classification not listed above is created by the District during this time period, absent agreement of the parties as to the unit placement of such classification, parties mutually agree to file a petition before the Public Employment Relations Board to determine such placement.

1.3

The word "teacher" shall be used in this Agreement to identify all employees included within the above described representation unit.



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Article 2 District Rights

2.1

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and education opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

2.2

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

2.3

The District retains its rights to waive or modify for the duration of the cause, pertinent policies and practices referred to in this Agreement in cases of emergency.



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Article 3 Association Rights

3.1

Association activities may be conducted on non-teaching time in working areas, provided that such activities will not interfere with school programs and/or duties of unit members and provided further that the **Association** shall obtain prior clearance from the building level administrator in the case of an **Association** activity requiring the use of school facilities.

3.2

The **Association** may use the school mail services, boxes, and bulletin boards located in the faculty workrooms or lounges, provided that all postings for bulletin boards or items for school mail services or boxes contain the name of the **Association** and the date of the posting or distribution, and provided further that a copy of such posting or distribution, except for announcements concerning **Association** events, meetings, and official bulletins from the State parent organization, be communicated to the Superintendent or designee at the time of posting or distribution. The **Association**, upon request from the Superintendent or designee, shall immediately remove such posting or distribution if the statements contained therein are defamatory of the **District** or its personnel.

3.3

The **District** shall furnish the **Association** with: (a) The placement of teachers on the salary schedule as of October 1, by October 15, as well as the placement of new teachers on the salary schedule after October 1 within twenty (20) days of employment; (b) the school directory on or before December 1; and (c) upon request, public information necessary for the **Association** to fill its role as the exclusive bargaining representative as soon as it becomes available.

3.4

Authorized representatives of the **Association** shall have the right to use designated school equipment upon prior clearance of the building administrator subject to reasonable assessment for its use.

3.5

The **Association** will be invited to attend the annual New Teacher Academy and allotted up to one (1) hour of time in ordered to present **Association** business and/or speak to new employees.

3.6

The **Association** will present any new contract proposals for the succeeding year pursuant to the provisions of Article 16, unless extended by mutual agreement. Negotiations shall take place at mutually agreed upon times and places.

3.7

Either party may utilize the services of outside consultants to assist in negotiations.



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Article 4 Organizational Security and Employee Rights

4.1 Organizational Security

4.1.1

The District and the Association recognize the right of teachers to form, join, and participate in lawful activities of employee organizations and the equal alternative right of teachers to refuse to form, join, and participate in employee organization.

4.1.2

Any teacher, who is a member of the Association thirty (30) days after this Agreement becomes effective or who enrolls in membership during the term of this Agreement, shall maintain such membership for the term of this Agreement. A teacher may revoke such membership, in writing, within thirty (30) days prior to the termination of this Agreement.

4.1.3

The right of payroll deduction for payment of organizational dues shall be accorded by the District exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. Association members, who currently have authorization cards on file for the above purposes, need not be re-solicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from the teachers.

4.1.4

Pursuant to authorization by the teacher, the District shall deduct one-tenth (1/10) of the Association dues and fees from the regular salary check of the teacher each month.

4.1.5

With respect to all sums deducted by the District pursuant to authorization of the teacher for membership dues, the District agrees promptly to remit such monies to the Association, at an address designated by the Association, along with an alphabetical list of teachers for whom such deductions have been made.

4.1.6

Any teacher, who is a member of the BOTA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months. Such authorization shall continue in effect from year to year unless revoked in writing. A teacher, who revokes his/her authorization for the payroll deduction of dues, fees and assessments, or the non-member service fee, shall transmit such amount to the Association in compliance with Sections 4.1.7 and 4.1.8 below.

4.1.7

Any teacher, who is not a member of the BOTA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of a commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues; provided, however, that the teacher may authorize payroll deductions for such fee in the same manner as provided in Section 4.1.6 of this Article. In the event that a teacher shall not pay such fee directly to the Association, or authorize payment through payroll deductions as provided in Section 4.1.6, the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code Section

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45061 and in the same manner as set forth in Section 4.1.6 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

4.1.8

Any teacher, 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 BOTA/CTA/NEA as a condition of employment; except that such teacher shall pay, in lieu of a service fee, sums 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:

1. Brea Education Foundation
2. Laurie Vincent Memorial Fund
3. Brea Boys and Girls Club

4.1.8.1

Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 4.1.8 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 4.1.6 and 4.1.7 of this Article. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented in accordance with the timelines contained in Section 4.1.7 above. The Association shall have the right of inspection in order to review said proof of payment.

4.1.8.1.1

A teacher seeking to invoke the provisions of Section 4.1.8 shall submit an application to the Association within the time limits set forth in Section 4.1.7 upon receipt of notice of his/her obligation under Section 4.1.8. Failure to make a request for exemption within the time specified shall be deemed a waiver of the teacher's right to invoke Section 4.1.8 for that school year. Within ten (10) calendar days of receipt of such application, the Association may reject the request if the Association has reason to doubt the veracity of the claimed objection. The teacher may, within ten (10) calendar days of the receipt of the denial, appeal the exemption decision of the Association to an Arbitrator. Failure to timely appeal shall waive the right to exemption for the school year. Each school year, all such appeals shall be consolidated for hearing by a single Arbitrator selected by the Association and the teacher(s) pursuant to Section 5.3.4 of this Agreement. The fees and costs of the Arbitrator shall be paid by the Association. All other costs shall be borne by the party incurring them.

4.1.8.2

Any teacher making payments, as set forth in Sections 4.1.8 and 4.1.8.1 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance and arbitration procedures.

4.1.9

With respect to all sums deducted by the District pursuant to Sections 4.1.1 and 4.1.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.

4.1.10

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

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4.1.11

The Association agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of the Association's obligation hereunder, the District will notify the Association, in writing, of any matter within thirty (30) days of service thereof upon the District. The District and the Association shall both fully cooperate with each other on any matter commenced against the District. The Association may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter. In the event the Association makes a determination to settle or not to appeal, its liability under this section shall be limited to costs, fees, charges, awards, judgments, and/or settlements to that date. If the District continues to participate in the matter, it shall be at its own expense for further monetary obligations.

4.2 Employee Rights

4.2.1

The District and the Association shall not discriminate unlawfully against any teacher on the basis of gender, sex, age, race, color, creed, religion, ancestry, national origin, ethnic group identification, residence, marital or parental status, physical or mental disability, sexual orientation, or the perception of one or more such characteristics, political affiliation, or participation in the activities of any employee organization.

4.2.2

Teacher application forms and oral interview procedures shall not refer to membership in or preference for employee organizations.

4.2.3

The District agrees to maintain Board Policy 6144 (d) for the duration of this Agreement.

4.2.4

Each school shall institute all necessary procedures to insure that teachers are consulted on items stocked. Whenever possible, each school or learning center shall contain a well-stocked library resource center. The contents will include appropriate reference works, dictionaries, and encyclopedias, including those recommended by teachers.

4.2.5

Textbooks will be selected after consultation with the involved teachers. The District shall make every effort to provide supplementary texts to any teacher requesting them. Use of adopted instructional materials may be modified to suit the needs of students.

4.2.6

When feasible, the District will provide all needed materials, supplies, and textbooks for all classes instituted by the District. The District and the Association agree to move forward with the pilot, adoption and purchase of the California Standard Aligned ELA/ELD materials for all levels beginning with the School Year 2016-17.

4.2.7

The District shall make a good faith effort to provide every student a textbook in each of the student's subjects for which an approved text has been adopted by the Board.

4.2.8

A teacher's manual shall be provided to each teacher for every subject which requires an approved text adopted by the Board.



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Article 5 Grievance Procedure

5.1 Definitions

5.1.1

A "grievance" is an alleged violation, misapplication, or misinterpretation of such a specific provision of this Agreement.

5.1.2

A "grievant" is the Association or any unit member who files a grievance.

5.1.3

A "day" is any day in which the grievant is ordinarily on duty in the capacity of an employee of the District.

5.1.4

The "immediate supervisor" is the management person having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

5.2 Informal Level

5.2.1

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

5.3 Formal Level

5.3.1 Level 1

5.3.1.1

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or when the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.

5.3.1.2

The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance.

5.3.1.3

Within the above time limits, the grievant or the District may request a personal conference with the other party. The grievant may be accompanied by an authorized representative of the Association during this conference.

5.3.2 Level 2

5.3.2.1

In the event the grievant is not satisfied with the decision at Level 1, the grievant may appeal the decision on the appropriate form to the Superintendent (or designee) within ten (10) days.

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5.3.2.2

A statement shall include a copy of the original grievance, the Article of this Agreement alleged to have been violated, the decision rendered, and a clear, concise statement of the reasons for the appeal.

5.3.2.3

The Superintendent (or designee) shall communicate a decision within ten (10) days after receiving the appeal.

5.3.2.4

Within the above time limit, the grievant or the Superintendent (or designee) may request a personal conference with the other party. The grievant may be accompanied by an authorized representative of the Association during this conference.

5.3.3 Level 3 (Conciliation)

5.3.3.1

If the grievant is not satisfied with the decision at Level 2, or if there is no decision within the time limits, the grievant may request conciliation within ten (10) days from the receipt of the Level 2 decision, or from the expiration of the time limit for management's Level 2 decision.

5.3.3.2

If the grievant requests conciliation, the parties will set a meeting with a conciliator from the California State Conciliation and Mediation Services as soon as reasonably possible for all parties.

5.3.4 Level 4

5.3.4.1

If not satisfied with the decision in Level 3, the grievant may within ten (10) days request, in writing, that the Association submit his/her grievance to arbitration. The Association may, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, submit the grievance for advisory arbitration.

5.3.4.2

The Association and the District shall attempt to agree upon an arbitrator who will render an advisory award. If no agreement can be reached, they shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator who will render an advisory decision. The order of striking shall be determined by lot.

5.3.4.3

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

5.3.4.4

The arbitrator, shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.



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5.3.4.5

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

5.3.4.6

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, to all parties his/her findings and recommendations which shall be advisory to the parties.

5.3.5

Level 5

5.3.5.1

In the event that either party is not satisfied with the recommendation(s) of the arbitrator, that party may appeal the decision, in writing, within ten (10) days to the Board of Education.

5.3.5.2

This written appeal shall include a copy of the original grievance, the article of the Agreement alleged to have been violated, the decisions rendered at Levels 1, 2, 3, and 4, and a clear, concise statement of the reasons for the appeal and names of witnesses and all documents admitted at the arbitration in Level 4 above.

5.3.5.3

The Board, subject to judicial review, has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory; and if upon review of the written decision the Board of Education determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.

5.4

By mutual agreement, the steps and time limits can be waived.

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Article 6 Compensation

6.1 Wages

6.1.1

For the 2018-19 school year, the District and Association agree to a two and one-half (2.5%) percent increase on the salary schedule, including Appendix B Extended Day Payment Schedule. Retroactive to July 1, 2018.

- **Appendix B Extended Day Payment Schedule**
 - Group III Elementary Blended Classroom Instruction RU/VII/03: ~~\$520~~ \$1000
 - Junior High:
 - Group V: Pep Squad/Athletic Coordinator RU/IV/05 \$1500
 - Group V: Pep Squad Coordinator RU/IV/05 \$1500
 - High School:
 - Head Varsity GA Track Stipend: move from Group III to Group II
 - Head Varsity Track Stipend: move from Group III to Group II
 - HS PBIS: Class VI \$2864

6.1.2

The District and Association agree that attracting and retaining high quality teachers is a priority, subject to financial constraints.

6.2

Should sale proceeds of at least two million dollars (\$2,000,000) from the Lilac Lane Olinda property be available, District and Association agree that the Association shall receive its proportionate share paid as one percent (1%) off the salary schedule attached as Appendix A1 each year for four (4) years following the sale of the property. The timing of this payment shall be negotiated by the parties. If the sale is less than two million dollars (\$2,000,000) the parties agree to negotiate the Association's proportionate share of the proceeds and distribution schedule.

6.3 See Side Letter of Agreement

Health Benefits include medical, dental, vision and life insurance. The District and the employee will each contribute half of any standard health benefits program increase. The District and the employee will share equally in any health benefits premium decrease as well. The District and the Association, coordinating with CSEA Chapter #207, will work to hold health benefits premium increases to not more than ten percent (10%) even if the health benefits must be adjusted to remain below the ten percent (10%). Each year's health benefits premium will be the basis for calculating the ten percent (10%) for the ensuing year. See Appendix D for the rate structure currently in place for 2015, which will be updated prior to Open Enrollment, when available. District shall ensure it maintains an affordable plan as required by law under Affordable Care Act (ACA) provisions.

6.4

The District and the Association agree that the District shall pick up the employer increase in STRS contributions for 2017-2018 as part of total compensation and any additional increase for 2018-2019 will be a factor in any compensation negotiation for 2018-2019.

6.5

Any person initially employed by the District in a certificated position shall have had an examination within the past sixty (60) days (Preceding employment) to determine that he/she is free of active tuberculosis. This examination

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shall consist of an x-ray of the lungs or an approved intradermal tuberculin test. Thereafter, all employees shall be required to undergo the foregoing examination at least once in each four (4) years, and more frequently if required by administration.

6.6

All unit members shall use the agency determined by the District for tuberculin exams. Any unit member who chooses to use some other agency shall be responsible for the full cost of the tuberculin exam.

6.7

A part-time unit member shall have his/her annual District contribution for medical, vision, dental, and life insurances, as provided for in this Article, prorated in the same ratio as his/her part-time employment bears to full-time service. The parties agree that this provision shall not be used to artificially increase the number of part-time unit members.

6.8 Mileage

Teachers, who obtain prior approval to use their private vehicles for carrying out their normal assignments or for conducting school business, shall be paid at the District approved rate established for mileage reimbursements, on submission of a claim. Teachers, who must travel on a regular basis throughout the District, may be compensated by a set amount on a monthly basis. The amount to be paid shall be based on an average of miles traveled per month. All personnel who are to receive regular monthly payments, shall be approved by name and by amount by the Board of Education on the recommendation of administration..

6.9

Employees may process health insurance claims by dealing directly with the insurance company. Should that processing significantly increase costs to the District, the parties agree to meet and negotiate concerning a solution.

6.10

All employees who are employed for at least fifteen (15) hours per week and who have been employed for at least one (1) year are eligible to participate in the District's Section 125 Cafeteria Plan. The Plan includes excess insurance premium reimbursement, excess medical cost reimbursement, and reimbursement for approved childcare up to \$5,000 annually. There will be no cost to the employee to join the Plan, but the employee will pay the monthly administrative costs of administering his/her claims. The Plan "year" will be September 1 through August 31.

6.11

Insurance Incentive for Early Retirement

An employee who commences PERS or CalSTRS service retirement during the 2001-2002 school year and beyond and who is enrolled in a District health benefits plan at the time of retirement, shall receive paid Blue Cross HMO Single Party coverage, or may apply the cost of the Blue Cross HMO Single Party coverage to other health plans being offered by the District, for a maximum of seven (7) years, subject to the following conditions:

6.11.1

The employee must be at least 55 years of age at the time of retirement;

6.11.2

The employee must have completed at least fifteen (15) years of service in the District at the time of retirement, at least five (5) of which must be in paid or unpaid status immediately preceding retirement;



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6.11.3

When the employee qualifies for Medicare benefits, the District contribution for the retiree's health benefits shall cease. However, at that time the retiree shall be allowed to continue coverage by paying the entire and appropriate premium for retirees over age 65 for the plan selected.

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Article 7 Summer School

7.1

Anticipated summer school programs will be posted by the District at individual schools no later than the first working day in May. Applications for assignment must be submitted by May 15 with notification of tentative assignment by the first working day in June. Said assignment shall be subject to student enrollment.

7.2

Consistent with current District practice, priority shall be given on the basis of District-wide seniority, position, and the qualifications to perform the services required. No teacher shall be given summer school positions in consecutive years unless no one else is qualified or applies to teach the particular course. Special Education teachers shall be exempt from the previous restrictions. If a teacher receives an unsatisfactory evaluation during the school year, s/he shall not be eligible to teach in summer school until a satisfactory school year evaluation is subsequently received. The District shall not be arbitrary in its determination of said equal qualifications.

7.3

The District will make a timely and good faith effort to provide teachers with available materials and textbooks (including teacher editions) that are approved for summer school use.



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Article 8 Hours

8.1

Unit members are required to be on duty and render school-based services thirty (30) minutes prior to the start of the school day, and remain for instructional and other assigned duties, and perform such additional school-based services necessary to fulfill their professional responsibilities and educational commitments in conformity with their respective job duties and responsibilities contained in the District's rules, regulations, policies and practices, faculty handbooks, as well as those duties and responsibilities required by law.

8.1.1

No elementary teacher shall be required to provide campus supervision earlier than fifteen (15) minutes before the beginning of instructional time.

8.2

Included within the duties and responsibilities specified in Section 8.1 herein above are: lesson planning, program development, instructional materials preparation, special help to students, test and record keeping, professional growth activities, individual and group student counseling, and instruction, supervision and evaluation of aides assigned to their classrooms. Where appropriate, lesson planning, instructional material preparation, paper grading, program development and student evaluation and record keeping may be performed during the on-site workday or other appropriate times. When involved in professional activities, e.g., professional development, IEPs, PLCs, staff meetings, etc., and other activities as defined in Article 8, staff shall remain for the duration of the professional activity. The District and the Association agree to explore solutions to make district-wide PLC time equitable.

8.2.1

Except for the first and last week of school, Professional Learning Community (PLC) time is a documented weekly 45-minute time period devoted to meeting the needs of targeted students. This can include, but is not limited to, sharing best practices and strategies, analyzing data, preparing for assessments, or professional development/training. Site leadership will work collaboratively with staff to develop a PLC calendar for the year. PLC time will not be used for administrative/staff meeting topics nor as prep time.

8.3

Included within the duties and responsibilities specified in Section 8.1 herein above are: attendance at Open House, Back-to-School Night activities, a reasonable number of staff meetings, conducted as per this Agreement, and absent volunteers, participation in necessary student supervision. Except in an emergency, staff meetings referred to herein shall be held not more than once per week and Back-to-School Night or Open House activities referred to herein shall be scheduled not more than twice per year. The District will make a reasonable effort to schedule Open House on Thursday nights.

8.4

All extra duty assignments listed on the Extended Day Payment Schedule and outside the workday will be on a voluntary basis.

8.4.1

Teachers of blended classrooms shall be allowed to attend all field trips for the grades in their respective blends.

8.5

Each teacher shall be guaranteed a duty-free lunch period of not less than thirty (30) minutes each day. This period will be in a continuous, uninterrupted span of time as close to noon as scheduling permits. No employee shall be



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required to teach more than three (3) periods or three (3) hours (whichever is less) without a break of at least fifteen (15) minutes. This break is to be in a continuous, uninterrupted span of time. No duties shall be required of any employee during this time.

8.6

Each secondary teacher will be scheduled with a daily preparation period of at least forty-five (45) minutes during the workday. No teacher shall be required to perform any duty or substitute for any other teacher during this period, except in emergencies. Should the teacher volunteer for such duty, s/he shall be remunerated at his/her prorated hourly rate (based on 7.5 hour workday).

8.7

Except for third quarter, the last day of each quarter will be scheduled as a student-free teacher preparation day. This workday is to be used by the individual teacher as his/her professional judgment dictates. A maximum of thirty (30) minutes of this day is to be used for District or school faculty meetings. Staff may exercise professional judgment as to work location on Teacher Prep Days. However, staff shall report to work for any staff meetings conducted on Teacher Prep Days.

8.8

Intentionally Deleted

8.9

Intentionally Deleted

8.10

For Brea Junior High School, Brea Olinda High School, and Brea Canyon High School Teachers, and Independent Study Teachers, at least one (1) period per day will be reserved as a preparation period. Brea Olinda High School teachers will be assigned no more than five (5) periods of class assignments and Brea Junior High School Teachers and alternative high school teachers, not more than six (6) periods. According to the past and present practice, any teacher who accepts more than the standard number of assignments will be remunerated at his/her pro-rata hourly rate. Since Brea Olinda High School students may have a seven (7) period day, the District agrees that no teacher will be assigned zero (0) period and sixth (6) period.

8.10.1

By July 1 prior to the start of the next school year, the junior high and high school course assignments for teachers will be emailed to teachers at those respective schools. Ten (10) calendar days prior to the first student attendance day of the succeeding year, the most current tentative master schedule will be emailed and/or posted electronically.

8.10.2

The District will attempt to limit the number of course preparations for each secondary teacher, while meeting student needs. In the event that a teacher's tentative course assignments changes to require more than two (2) preparations after the July 1st notification in Section 8.9.1 above, the District will notify the teacher of the assignment changes via email or voicemail.

8.10.3

In preparation of secondary teaching assignments, administrators shall consult with department chairpersons prior to initiating the development of the tentative master schedule. Teachers shall make their teaching preferences known to the administration either through the department chairs or directly to the site administrator prior to the development of the master schedule. A unit member shall retain the right to consult with the administrator regarding his/her assignment.

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8.10.4

Prior to the end of the current school year, elementary principals shall confer with all teachers regarding teacher assignments and placement and distribution of students.

8.11

The school year will be composed of 185 regularly scheduled workdays of which 180 will be teaching days. The arrangement of these days is to be negotiated annually before the first scheduled workday. Teachers may leave on the last day of the school year when checkout procedures have been completed.

8.12

No teacher shall be required to use an aide, voluntary or paid, in his/her classroom without prior consultation. The use of aides shall be at the discretion of the teacher. An aide shall be removed from a classroom if the teacher is not satisfied with the aide's performance.

8.13

The District will make every effort to assign substitute teachers in their major or minor.

8.14

8.14.1

The Association president may be granted release time by the District not to exceed thirty-five (35) days per year, to carry out lawful Association duties, providing the Association reimburses the District at a substitute rate of pay (based on the 7.5 hour workday) for any such release time, and providing further, such time is not used in connection with any strike or related concerted activities. District and the Association shall mutually agree on the exact teaching schedule for the President.

8.14.2

When possible the Association president will provide prior notification for use of leave pursuant to 8.14.1 to the Assistant Superintendent, Human Resources.

8.15

Whenever an elementary teacher substitutes for another who is absent or is assigned all or part of another's class, the teacher will be compensated at his/her prorated rate. If the teacher accepts a part of another class, a proportionate amount of his/her prorated hourly rate will be paid (based on 7.5 hour day). This does not apply to platooning or other instructional reorganization.

8.16

For teachers the standard number of instructional minutes is as follows:

- a) TK – 6 315 minutes
- b) 7 - 8 320 minutes
- c) 9 - 12 365 minutes

8.17

The District will schedule minimum days for each school on Back to School Night and Open House.

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8.18

TK-3 elementary teachers will be given 5 minimum days in order to conduct parent conferences. TK-3 teachers who have 30 or more students on their roster by the Monday of the week preceding parent conferences, as well as all 4th-6th grade teachers, will receive 1 full release day in addition to 4 minimum days.

8.19 Elementary Preparation Time

8.19.1

The District shall employ additional teacher and paraprofessional time in order to implement a specialized program of physical education instruction for students at grades TK-6. The purpose of this program shall be:

1. to provide all teachers at said grade levels with the approximate equivalent of two hundred (200) minutes of released time for each ten (10) day period, per Education Code 51210(g),
2. to relieve said teachers from the primary responsibility for teaching physical education during said periods of released time,
3. to utilize said periods of released time for teacher preparation and conference.

8.19.2

This program shall begin within the first five (5) days of school and shall end no earlier than five (5) days before the last day of school. For 2016-2017, the first week of school is a full week.

8.19.3

Except if the parties mutually agree to the contrary in future negotiations, the District and the Association individually and collectively agree that they waive their rights to bargain on any aspect of the subjects described herein, provided that the express terms and conditions of this agreement are followed.

8.20

Unit members who are required to travel between schools shall collaborate with administration to determine a home school for purposes of attendance at staff meetings, PLC meetings, etc. Except in the event of an emergency, BTSN, and Open House, the employee shall not be required to attend duplicate meetings. The employee shall collaborate with administration from each site to ensure that the traveling teacher is provided with a minimum day for each BTSN and Open House.

8.21 Online Classes

8.21.1

Both the District and the Association recognize that as technology develops new and unexpected situations will arise in the classroom. This provision is intended to create a basic context for the development of online classes, whether hybrid or entirely online.

8.21.2

Teachers engaged in online instruction are covered by the Collective Bargaining Agreement between the District and the Association, with the following addendums:

8.21.2.1

Teachers shall not be required to be physically present on campus for any period during which they are teaching an online class, unless they have scheduled a day where students are required to be physically present.



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8.21.2.2

Upon establishing a new online course teachers will receive a one-time development payment of \$500.00.

8.21.2.3

The District retains the rights to materials developed initially under the identified compensation, as well as any modifications, upgrades, enhancements, or expansion to materials developed by the teacher while under regular contract compensation.

8.21.2.4

The District assumes responsibility for technical support.

8.21.2.5

The teachers wishing to teach an online course must complete or be concurrently enrolled in the Leading Edge Certification or equivalent. By mutual agreement, the District will pay for the certification.

8.22

With the implementation of the 7-period day schedule, Brea Junior High School teachers are not responsible for assigned and designated before school, snack and after school supervision.

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Article 9 Leave Provisions

9.1

The benefits which are expressly provided by this section, Leave Provisions, are the sole leave benefits which are part of this Agreement, and it is agreed that other permissive statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement.

9.2 Personal Illness and Injury Leave

9.2.1

Full-time Association members shall be entitled to one (1) day leave per month of employment, excluding summer school, with full pay for each school year for purposes of personal illness or injury. Teachers who work less than full-time shall be entitled to that portion of the ten (10) day's leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time teacher in a comparable position.

9.2.2

After all earned leave as set forth in 9.2.1 above, and all accumulated sick leave as described in 9.2.3 below is exhausted, additional non-accumulated leave shall be available beginning on the tenth (10th) day of absence due to illness or injury for a period not to exceed five (5) school months, provided that the provisions below are met. The amount deducted for leave purposes from the teacher's salary shall be the lesser of: the amount actually paid a substitute employee employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute or fifty percent (50%) of the absent teacher's daily salary.

9.2.3

If a teacher does not utilize the full amount of leave as authorized in 9.2.1 above in any school year, the amount not utilized shall be accumulated from year to year.

9.2.4

Upon request by District management, a teacher shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. The District may require, at its expense, a certified medical physician to visit the teacher and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent (or designee). Should such differ in its conclusion from that of the teacher's physician, a mutually acceptable third physician may be sought for a concurring opinion at the teacher's expense.

9.2.4.1

If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent (or designee), after notice to the teacher, may refuse to grant such leave.

9.2.5

Whenever possible, a teacher must contact his/her immediate supervisor as soon as the need to be absent is known, preferably not less than two (2) hours prior to the start of the workday, to permit the employer time to secure substitute service. Failure to provide adequate notice without good reason shall be grounds for denial of leave with pay.

9.2.6

A teacher, who is absent, shall have deducted prorated amount of accumulated leave.

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9.2.7

Teachers who will be absent from work, are required to call the District's 24-hour phone number notifying the District of intent not to be at work. An absent teacher is required to notify the school directly, prior to 2:30 PM the day preceding the day of return to work.

9.2.8

Each teacher shall be notified of the accumulated sick leave balance prior to October 15 of each school year.

9.2.9

Summer school teachers shall be entitled to utilize any sick leave accumulated during the regular school year.

9.3 Personal Necessity Leave

9.3.1

Leave, which is credited under Personal Illness and Injury Leave above, may be used for purposes of personal necessity provided that use of such personal necessity does not exceed ten (10) days in any school year.

9.3.2

The teacher shall make every effort to notify the principal or immediate supervisor prior to taking personal necessity leave to enable the District to make appropriate arrangements.

9.3.3

The District and the Association believe in the professionalism of our employees in using the leave provisions in this agreement.

9.4 Bereavement Leave

9.4.1

A teacher shall be entitled to a maximum of three (3) days leave of absence or five (5) days leave of absence if travel in excess of 500 miles one way is required, without loss of salary on account of death of any member of his/her immediate family.

9.4.2

For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee; or any relative living in the immediate household of the employee, or established member of the immediate household of the employee, as determined by the Assistant Superintendent, Human Resources.

9.5 Maternity Leave

9.5.1

The District may provide for a leave of absence from duty for any teacher who is required to be absent from duties for pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's doctor.



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9.5.2

Teachers are entitled to use sick leave as set forth herein for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence for other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the teacher and the teacher's doctor; however, the District management, at its expense, may require a verification of the extent of the disability through a physical examination of the employee by a doctor appointed by the District.

9.5.3

The teacher returning from pregnancy disability leave shall be assigned, unless she agrees otherwise, to the position she held at the time the leave was granted, per California Education Code 44973.

9.5.4

A teacher, who is adopting a child, shall be entitled to use personal necessity leave for the purpose of caring for the needs of the adopted child.

9.5.5

A teacher shall be entitled to use personal necessity leave to care for his/her child, due to conditions arising from pregnancy, childbirth or recovery of his spouse.

9.5.6

The District shall provide employees represented by Association with Maternity/Paternity Leave provisions as set forth in Ed Code 44977.5.

9.6 Industrial Accident Leave

9.6.1

Teachers will be entitled to Industrial Accident Leave according to the provision in Education Code 44984 for personal injury which has qualified for Workers' Compensation under the provisions of the District's carrier.

9.6.2

Allowable leave shall not be for less than sixty (60) days during which the schools of the District are required to be in session or when the teacher would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident. However, additional days may be granted to the teacher at the discretion of the District.

9.6.3

The District has the right to have the teacher examined by a "doctor" as defined by the health insurance provider, designated by the District to assist in determining the length of time during which the teacher will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

9.6.4

A teacher shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her "doctor," as defined by the health insurance provider, agree there has been such a recovery.

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9.6.5

For any days of absence from duty as a result of the same industrial accident, the teacher shall endorse to the District any wage loss benefit check from the carrier which would make the total compensation from both sources exceed 100 percent (100%) of the amount the teacher would have received as a salary had there been no industrial accident or illness.

9.6.5.1

If the teacher fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the teacher's salary warrant, the amount of such disability indemnity actually paid to and retained by the teacher.

9.6.6

An industrial accident or illness, as used in this paragraph, means any physical, emotional, or mental injury or illness sustained within the scope of employment which qualified the teacher for Workers' Compensation under the provisions of the District's carrier.

9.6.7

The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave allotment of a teacher who is utilizing Industrial Accident Leave herein.

9.7 Judicial Leave

9.7.1

Teachers will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant. The teacher shall communicate a request for an approved absence as soon as possible prior to the beginning date of the leave or as a witness.

9.7.2

The teacher, while serving jury duty, shall receive regular earnings from the District.

9.7.3

An Association member who voluntarily defers his/her jury duty service from working to non-working days, will receive substitute teaching pay for the actual time spent on a jury service during a recess (non-working) period.

9.8 Sabbatical Leave

9.8.1

Sabbatical leave will be granted in accordance with Policy 4152.1 adopted February 11, 1969, as amended to state: "While on sabbatical leave, the District shall provide compensation to the employee of 50% of his/her normal salary for each pay period he/she is on leave," and to delete the following paragraph pertaining to salaries, grants, and fellowships.

9.9 In-service Leave

9.9.1

The District, at its discretion, may grant a teacher paid leave for the purpose of improving his/her performance. Such leave shall be used to visit classes in other schools or to attend professional workshops related to his/her performance.



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9.10 Other Leaves Without Pay

9.10.1

The District shall grant a leave of absence in semester increments to any teacher who has applied for disability allowance, not to exceed thirty (30) days beyond final determination of the disability allowance by the State Teachers' Retirement System (STRS), or as otherwise provided for in 9.10.2.

9.10.2

If the teacher is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not more than the end of the semester that precedes thirty-nine (39) months from the date of approval of the disability allowance.

9.10.3

The Superintendent may recommend to the Board of Education an unpaid leave of absence for a tenured teacher for up to one (1) year. Examples of leaves without pay that the Superintendent may recommend include but are not limited to:

9.10.3.1

Government sponsored service such as the Peace Corps.

9.10.3.2

Activities which contribute to the professional development of the teacher in the teacher's credential area(s).

9.10.3.3

Compelling family matters / personal necessity.

9.10.4

A teacher shall apply to the Board for such leave no later than four (4) weeks before its anticipated commencement. The application for granting of such leaves of absence shall be in writing.

9.10.5

A teacher on such leave shall notify the District Human Resources Office no later than forty-five (45) days prior to his/her return to employment in the District, but in no case, subsequent to July 15 of the school year in which the teacher is absent. Failure to so notify will be considered an abandonment of position.

9.10.6

Teachers, who are elected to State or Federal office, will be granted leaves in accordance with the provision of Education Code 45047, including election to a professional organization state position.

9.10.7

Childcare leave without pay shall be granted, upon application, for the remainder of a school year. An application for a second year renewal may be approved by the Superintendent; said application shall not be unreasonably denied.

9.11 Miscellaneous

9.11.1

Leave without pay may also be granted for attending Association professional conferences.



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9.12

Unless otherwise provided in this Article, a teacher on paid leave of absence or unpaid leave of absence covered in this Agreement shall be entitled to return to the same or comparable position which was held immediately before commencement of leave. A teacher on paid leave of absence covered in this Agreement shall also be entitled to receive credit for annual salary increments provided during his/her leave (except sabbatical leave) and receive all health and welfare benefits provided in this Agreement. Teachers on unpaid leave of absence shall be entitled to participate in the health and welfare benefits provided in this Agreement upon payment to the District of the applicable premium.

9.13

Members of the certificated staff may be granted special leaves of absence for specific time periods (not to exceed three (3) days) without pay, provided such leaves are not detrimental to the interests of the District and are approved by the Superintendent, at his/her discretion.

9.14

The District shall provide family and medical leave to bargaining unit members under applicable provisions of the California Family Rights Act of 1991 (Government Code sections 12945.2 and 19702.3) and the Federal Family and Medical Leave Act of 1993 (Public Law 103-3, 29 United States Code sections 2601, et seq.).

9.15 Catastrophic Leave Bank

9.15.1

All permanent certificated unit members are eligible to participate in the Catastrophic Leave Bank provided they are donors to the Bank of at least one day. All permanent certificated employees (henceforth the use of the term employee shall be synonymous with certificated employee) who become members of the Bank shall be eligible to request catastrophic leave under this article if:

9.15.1.1

The employee suffers a catastrophic injury or illness that is expected to incapacitate the employee for an extended period of time (in excess of ten days) and the employee needs extended time off from work, which would create a financial hardship for the individual because he or she has exhausted all of his or her accumulated sick leave.

9.15.1.2.

An immediate family member of the employee's family is experiencing a catastrophic illness or injury and the family member is incapacitated, which would require the employee to take time off from work for an extended period of time to care for the family member.

9.15.1.2.2

Family member shall be defined consistent with Article 9.4.2.

9.15.1.2.3

The use for leave under this section shall not entitle or deem the employee eligible to use differential leave in conjunction with Catastrophic Leave, when caring for a family member.

9.15.2

The use of Catastrophic Leave shall run concurrently with FMLA leave, when applicable.

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9.15.3

A permanent employee who has exhausted all accumulated sick leave and who is a member in good standing of the Catastrophic Leave Bank prior to the request, shall be eligible to request sick leave from the Bank.

9.15.4

An employee may donate up to 3 days of leave to the Bank annually, so long as the minimum number of accumulated sick leave days available in the employee's own sick leave account does not fall below 10 days at the time of donation.

9.15.5

After an employee makes an initial donation to the Catastrophic Leave Bank, the employee shall be required to donate at least one day annually to the Catastrophic Leave Bank in order to remain eligible to participate in the Bank, until the bank reaches the maximum of 300 days.

9.15.6

Except in cases where new Catastrophic Leave Bank members' contributions may result in a higher balance, the Catastrophic Leave Reserve shall not be allowed to accumulate above the equivalent of 300 days.

9.15.7

The donation of sick leave by the employee shall be irrevocable. A donation to the Bank shall be a general donation from prior years' accumulations, and shall not be considered a donation to a specific employee for his/her exclusive use.

9.15.8

BOUSD Human Resources Department shall administer the Bank program and share relevant information with BOTA designee, which may include the following, but is not limited to: names of Catastrophic Leave Bank participants, requests for Catastrophic Leave Bank Withdrawal, and Catastrophic Leave Bank balance.

9.15.9

Following the initial enrollment period, bargaining unit members may join the Bank only during the open enrollment period (October 1 – October 31). However, if the bank falls below 40 days, the BOTA CLBC (Catastrophic Leave Bank Committee) will call for an additional donation period in which existing members of the Bank may donate up to the yearly maximum.

9.15.9.1

The unit member shall file a "Catastrophic Leave Bank Deposit Form" with the Human Resources Office.

9.15.10

An employee or designee wishing to use this Banks shall submit a "Catastrophic Leave Bank Withdrawal Form." This form shall be submitted to the Human Resources Office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The Employee should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. The Human Resources Office shall disseminate the Request From to the BOTA CLBC members and call a committee meeting immediately.

9.15.10.1

A unit member who has exhausted sick leave but still has a differential leave available is eligible for a withdrawal from the Bank. Use of the Catastrophic Leave Bank benefit is allowable only as a supplement to such differential leave. The District shall pay the unit member full pay and the Bank shall be charged one-half.



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9.15.10.2

A unit member shall be eligible to receive up to twenty (20) days of catastrophic leave from the CLBC each school year. Additional days may be requested from the bank if a unit member is still eligible for FMLA leave, not to exceed the time they are allowed under FMLA.

9.15.11

Leave from the Bank may not be used for industrial accidents or illness, which qualifies the employee for Workers' Compensation benefits unless he/she has exhausted all Workers' Compensation leave and his/her own sick leave benefits.

9.15.12

The Catastrophic Leave Bank Committee will be comprised of two representatives from BOTA and two representatives from the District.

9.15.12.1

The committee will make the final approval for all requests for usage of the Catastrophic Leave Bank.

9.15.12.2

Decisions to approve the use of Catastrophic Leave shall be made only by majority vote of the CLBC (i.e. three members constitutes a majority of the four-person committee). A 2-2 vote of the CLBC shall result in the denial of the request for Catastrophic Leave.

9.15.13

During September of each year, the Payroll Office shall provide the Assistant Superintendent, Human Resources and the BOTA President with a statement specifying the number of days available in the Bank as of September 1 of that year and the number of days used in the previous year.

9.15.14

None of the provisions of this Article are subject to the grievance process.



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Article 10 Class Size

10.1

The District recognizes the need to establish optimum and maximum class sizes and to consider factors such as equitable student distribution and the limits imposed by classroom facilities. A committee composed of three Association representatives and three District representatives will review and seek resolution to existing class size problems as they are brought to the attention of the committee by teachers.

10.2

Where two or more classes with the same course description are being offered at the same time, the District shall make every effort to create reasonably equitable class sizes.

10.3

Blended classes will be assigned on a voluntary basis, whenever possible. These classes are to have an enrollment of ten (10) percent less than an average of the two grade levels involved. Elementary General Education Teachers will be consulted on which students are to be assigned to a Blended class.

10.3.1

Elementary General Education Teachers shall be eligible to receive the blended class stipend when assigned more than 1 grade level on or after October 1.

10.3.2

Elementary Special Education Teachers shall be eligible to receive the blended class stipend when assigned more than four (4) grade levels on or after October 1.

10.4

To ensure that there will be no negative impact to revenue available for compensation, the District and the Association agree that the District will not exceed the school-wide averages in Grades TK – 3 set forth below. The District will work toward LCFF TK-3 Grade Span Adjustment (GSA) targets each year and the District and the Association agree to annually reduce through 2020 the school-wide averages set forth below by applying any annual increase in the LCFF TK-3 GSA grant to the TK-3 staffing supported by that grant increase beginning in 2017-2018. The District and the Association have a mutual interest in addressing class sizes in grades 4-12.

10.4.1 School Site Average Grades TK-3

<u>School</u>	<u>Grade TK – 3</u>
Arovista Elementary	28
Country Hills Elementary	28
Fanning Elementary	28
Laurel Elementary	28
Mariposa Elementary	28
Olinda Elementary	28



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Article 11 Transfers

11.1 Voluntary Lateral Transfers

11.1.1

A teacher may apply for a voluntary transfer to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on a "Teacher Transfer Request" form and sent to the Human Resources office.

11.1.1.1

Whenever application is made for a transfer to take effect during the school year, it shall be made within ten (10) days of the posting of the "Notice of Vacancy".

11.1.1.2

Whenever the request is made for a transfer to take effect at the beginning of the next school year, it shall be made no later than June 16 of the school year preceding the effective date.

11.1.1.3

All requests for voluntary transfers shall be considered on the basis of four (4) criteria: (1) credentials to perform the required services; (2) District-wide seniority; (3) professional qualifications; and (4) the needs of the District.

11.1.1.4

Voluntary transfer requests by a teacher for any opening shall be given priority consideration over a new teacher.

11.1.1.5

A teacher shall not be pressured by the District to seek a voluntary transfer. However, conscientious advisement may be offered for self-improvement.

11.1.1.6

If a voluntary transfer request is denied, the teacher shall be provided with written reasons within ten (10) days of a written request.

11.1.1.7

"Teacher Transfer Request" forms shall be available at all sites.

11.1.1.8

Voluntary transfer requests shall not be denied arbitrarily.

11.2 Lateral Involuntary Transfers

11.2.1

Whenever the District determines that the legitimate educational needs of the students of the District can best be served by reassigning a teacher to another position within the District, the following procedures shall be followed:

11.2.1.1

The person to be considered for transfer shall be notified within five (5) days.

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11.2.1.2

A list of all known vacancies within the District shall be provided to the person being considered for transfer.

11.2.1.3

Volunteers shall be solicited to accomplish the purpose of the proposed transfer.

11.2.1.4

Positions shall be filled according to the following criteria:

11.2.1.4.1

Credential to perform the necessary services.

11.2.1.4.2

Experience needed to perform the necessary services.

11.2.1.4.3

Expressed preferences of the teachers involved.

11.2.1.4.4

Professional qualifications.

11.2.1.4.5

All the above factors being equal, the person with the least seniority within the District shall be transferred first.

11.2.1.5

A teacher who is to be involuntarily transferred shall, upon request, be given the reasons for the impending transfer in writing.

11.2.1.6

Any teacher who has been involuntarily transferred shall not be involuntarily transferred for two school years and will be given preferential consideration toward a voluntary transfer.

11.2.1.7

An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefits under the contract.

11.2.2

Teachers will be notified at the earliest possible time of any change in room assignment or grade level assignment by the Site Administrator.

11.3 Notice of Vacancies

11.3.1

"Notice of Vacancies" shall be posted for at least fifteen (15) days. Such notices shall be posted as soon as the Board determines that a vacancy exists and shall include the position, description, location, grade level, or subject matter assignment, and credential requirement. Copies of all "Notices of Vacancies" shall be mailed to the Association at the same time they are posted.



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11.3.2

Every attempt will be made to give adequate notice to staff of any impending actions regarding reduction in force.

11.3.3

A list of those teachers receiving "Dismissal Notices" shall be provided to the **Association** at the time of notification of staff.

11.4 Transfers Due to Closing of a School or Development of District Magnet Program

In the event a school is closed, the following procedure shall be used to place teachers in new assignments:

11.4.1

A roster of the teachers employed at the school that is closing or redesign shall be prepared in order of **District** seniority.

11.4.2

The list of vacancies shall be posted at the school to be closed or redesigned.

11.4.3

Teachers transferred under the provisions of this section shall be placed according to the following criteria:

11.4.3.1

Possession of required credential.

11.4.3.2

Special training for a particular assignment.

11.4.3.3

Special experience for a particular assignment.

11.4.3.4

Preference of the teacher.

11.4.3.5

Professional qualifications.

The above criteria being equal, the teacher with the most **District** seniority shall have the first choice of position.

11.5 Assignments

If practical, a teacher shall be allowed input about assignments for the coming year before schedules are finalized.

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Article 12 Evaluation

12.1

Every probationary teacher shall be evaluated by the Site Administrator in writing not less than once a year.

12.2

Every permanent certificated employee of the bargaining unit shall be evaluated by the Site Administrator in writing not less than once every other year.

12.2.1

Evaluation of the performance of permanent certificated employees who have been employed at least 10 years with the school District, are highly qualified (as defined in 20 U.S.C. Sec. 7801), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be made at least every five years, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

12.3

No later than November 1, the evaluator and the teacher shall meet for an evaluation/goal setting conference based upon the California Standards for the Teaching Profession. The evaluator may include one or more focus goals from the six standard areas of the evaluation instrument. All elements of the evaluation instrument and focus goals may be constrained by anomalies such as class size, abilities of the learners, availability of support personnel, the learning environment provided, working conditions, and other pertinent factors.

12.4

During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation parameters.

12.5

Each formal evaluation shall be based upon at least one observation of a lesson and shall be followed by an evaluation conference within ten (10) working days in which the evaluator and the certificated employee are present. The evaluator and certificated employee shall review the observation of the lesson and what is to be incorporated into the written evaluation.

12.5.1

For Probationary, Temporary or employees on an Improvement Plan, employees, the first observation shall occur on or before December 10.

12.5.2

For permanent employees, the first observation shall occur on or before February 1.

12.6

If any deficiencies are indicated by an observation report, the evaluator shall, prior to the final evaluation, thereafter confer with the employee making specific written recommendations as to areas of improvement in the employee's performance and endeavor to assist him/her in such performance. Nothing herein shall be construed as impacting the District's ability to release a probationary teacher with or without cause in accordance with Education Code 44929.21(b).



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12.7

No teacher shall be held accountable for any aspect of the educational program over which he/she has no control. Teachers will be evaluated only by assessment of their performance.

12.8

Teachers shall not be required to participate in the evaluation and/or observation of other teachers. Nothing herein shall prohibit teachers from participating in peer coaching, collegial observation, or other sharing of professional expertise. This participation shall be voluntary by all teachers involved. No information or report derived there from, formal or informal, verbal or written, shall be included in this employee's evaluation.

12.9

The established grievance resolution procedure of the District may be utilized for processing any disputes which arise over procedures for evaluation.

12.10

Any data or information upon which the teacher's formal evaluation is based, shall be placed in the teacher's personnel file. Such data or information shall be signed and dated by a management representative. The teacher shall be immediately notified and allowed to respond to derogatory material in accordance with Education Code 44031.

12.11

A parent complaint relating to teacher performance shall be communicated in writing to the teacher by the immediate supervisor as soon as possible.

12.11.1

In the event a parent complaint may result in a negative evaluation, a bargaining unit member shall be given the opportunity to respond prior to the final evaluation being issued.

12.12

The District shall release certificated employees who are chosen to serve on the Commission of Professional Competence in accordance with Education Code 44944. Such service shall be considered a professional responsibility and the rights and duties of the certificated employees rendering such service shall be those contained in Education Code 44944 and 45047. Members elected to State office will be released according to Education Code 44987.

12.13

Teachers may offer suggestions to the school administrators regarding individual school regulations.

12.14

Department or grade level chairpersons will be selected annually by the principal of the school after meeting with the department concerned and after receiving recommendations from the respective department members.

12.15

If a permanent teacher receives an unsatisfactory rating in one or more of Standards One through Five of the District teacher evaluation form, he/she will receive an Improvement Plan notating areas of deficiencies and recommendations for improvement. The Improvement Plan may be developed jointly between the evaluator and evaluatee.



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12.16

Intentionally Deleted



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Article 13 Safety Conditions of Employment

13.1

Upon the recommendation of a student's teacher, the District may exclude from a class any student who, in the teacher's opinion, has filthy or vicious habits; or suffers from a contagious or infectious disease; or suffers from a physical or mental disability which would cause his/her attendance to be inimical to the welfare of other students; or acts in such a way that the teacher believes good cause exists for such student's exclusion. The District shall notify the teacher of its decision within a reasonable period of time, and, upon request, provide the teacher reasons in writing should it not follow the teacher's recommendations.

13.2

Teachers may suspend, for good cause, any pupil from the class for not exceeding one school day, plus the remainder of the school day during which the suspension is ordered, if suspension is ordered during a school day, and shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. Good cause includes, but is not limited to, the offenses enumerated in Education Code Section 48900.

13.3

The rights and duties of teachers with respect to student discipline, including use of corporal punishment and the exclusion and suspension of students under the Education Code, shall be communicated to teachers during the orientation week at the beginning of the school year. Upon request, the copy of the Education Code provisions relating to student suspension and exclusion shall be made available to teachers at each school site.

13.4

When, in the judgment of the teacher, a student requires attention of the counselor, psychologist, nurse, or District specialist, he/she shall so inform the principal. The principal shall arrange as soon as possible for a conference between the teacher and an appropriate District-employed specialist to discuss the problem and appropriate steps for its resolution.

13.5

Teachers may use reasonable lawful force under the circumstances in order to defend themselves or others against an assault or battery which occurs within the scope of employment.

13.6

Cases of assault suffered by teachers in connection with their employment shall be reported immediately to their principal. Thereafter, both the teacher and the principal shall immediately report the incident to the police. Any information concerning action taken by the police which is in the possession of the Superintendent shall be communicated to the teacher.

13.6.1

In the case of any threat of or actual physical or mental harm against a teacher which results in a recommendation of administrative suspension or expulsion for a student, the teacher shall be entitled to provide written and/or oral testimony regarding the incident prior to any disciplinary action taking place. The teacher will be provided release time to testify at any expulsion hearing and shall be encouraged by school site administrators to fully participate in the expulsion process, including participating in the initial investigation, providing a written statement at the time of the incident, and testifying at the expulsion hearing. The teacher shall be notified of the Board's action the day after the Board acts.



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13.7

Teachers are required to maintain their classroom and work stations in a safe condition provided such conditions are within their personal control.

13.8

The District agrees to respond within a reasonable time after a teacher notifies the District on a District form of an unsafe, unsanitary, or unhealthful condition and indicate the disposition, if any.

13.9

The District shall make every effort to ensure that all visitors to the campus report their presence to the school office.

13.10

The District will make available to the teacher, upon request, a warning signal device, to be used in the event of an emergency. The teacher will be responsible for the proper care and use of the warning device.

13.11

A committee composed of three (3) Association representatives and three (3) District representatives will review and seek resolution to safety problems as they are brought to the attention of the committee by teachers.



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Article 14 Savings Provision

14.1

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

14.2

Should a provision or application of such provision be deemed invalid as discussed above, the parties shall meet not later than ten (10) days after such court decision to re-negotiate the provision or provisions affected.



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Article 15 Effect of Agreement

15.1

During the term of this Agreement, the **Association** expressly waives and relinquishes the right to meet and negotiate and agrees that the **District** shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement except by mutual agreement.



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Article 16 Term

16.1

All sections of the Agreement shall remain in full force and effect from July 1, 2018 through June 30, 2019.

16.2

The parties agree to reopen negotiations for the 2019-2020 year following the Governor's January 2019 budget proposal by March 30, 2019, unless the parties mutually agree to open sooner.



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Article 17 Calendar

17.1

The bargaining unit work calendar will be determined annually by a committee composed of representatives from the Association and the District which will subsequently be ratified by the Association's Executive Board and the Board of Education.

17.2

The District and the Association shall invite CSEA Chapter #207 to participate in a joint calendar committee. Each of said participating organizations shall appoint two (2) member to said committee. The purpose of the committee shall be to investigate various calendar options and to make recommendations related thereto. However, all three (3) parties retain the right to resolve the calendar in the formal negotiating process, rather than at the joint committee level.

17.3

The teacher work year shall be 185 days. Three (3) days will be Teacher Prep Days and two (2) will be Staff Development Days.



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Article 18 Peer Assistance and Review (PAR) Program

Note: Pursuant to Article 18.2.4 below, Article 18 is currently suspended due to no State funding.

MISSION STATEMENT: The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a standard to benefit children.

18.1 Definitions for Purposes of This Agreement

18.1.1

PAR Program: Utilizes exemplary teachers to assist permanent and probationary teachers in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction.

18.1.2

Classroom Teacher or Teacher: Any unit member who is covered by Article I of the Collective Bargaining Agreement between the District and the Association.

18.1.3

Teacher Professional Support Program: Provides an on-going program of staff development using exemplary teachers, and school and District-level administrators.

18.1.4

Participating Teachers

18.1.4.1

Referred Participating Teacher (hereinafter referred to as RT): Any teacher with permanent status who receives an evaluation containing an unsatisfactory rating in the area of subject matter knowledge, teaching strategies, or teaching methods and instruction.

18.1.4.2

Voluntary Participating Teacher (hereinafter referred to as VT): Any teacher with permanent status whose last annual performance evaluation does not include an unsatisfactory rating in subject matter knowledge, teaching strategies, or teaching methods and instruction, and who volunteers to participate in PAR.

18.1.4.3

Beginning Teacher Support and Assessment Teacher (hereinafter referred to as BTSA Teacher): Any first or second year teacher who volunteers to participate in the State BTSA program. The panel may also establish a District BTSA program to serve those not eligible for the State program.

18.1.5

Consulting Teacher: An exemplary teacher who meets the requirements of Section 18.6.1 below and is selected by the Joint Panel to provide PAR assistance to a Participating Teacher in the areas of content and methodology. If there are no RTs or VTs, the Consulting Teacher will provide assistance as a Staff Development Consultant.



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18.1.6

Staff Development Consultant: A teacher selected by the Joint Panel who provides specific in-service training, workshops on an as-needed basis, and/or assistance to teachers.18.1.7

State BTSA Support Provider: A teacher selected by the Joint Panel who provides direct assistance to beginning teachers (i.e., first and second year teachers).

18.1.8

Peer Coach (District BTSA Support Provider): A teacher selected by the Joint Panel who provides direct assistance to new teachers who do not qualify for services under the State BTSA Program.

18.1.9

Evaluator: The certificated administrator who is designated to evaluate a teacher.

18.1.10

Unsatisfactory Rating: The evaluation shall clearly state that the teacher's performance is unsatisfactory as defined in Education Code Section 44664.

18.2 Purpose of PAR Program

18.2.1

The PAR Program utilizes exemplary teachers to assist permanent teachers in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction.

18.2.2

The extent of PAR's assistance and review depends on whether the participating teacher is (1) a permanent teacher who volunteers or (2) a permanent teacher who is required to participate in the program as a result of receiving an unsatisfactory rating on the annual performance evaluation in the area of subject matter knowledge, teaching strategies, or teaching methods and instruction.

18.2.3

PAR assistance shall be provided through Consulting Teachers as described in Section 18.3 of this Article. This assistance shall not involve the participation in nor conduct of the annual evaluation of teachers as set forth in Article 12 of the Collective Bargaining Agreement between the District and the Association.

18.2.4

In the event that the State eliminates funding for the PAR program, Article 18 shall be suspended until and unless State funding is restored.

18.3 Par Program

For RT:

18.3.1

Any permanent teacher who has received an unsatisfactory rating on the Certificated Employee Assessment Report and is referred to PAR is required to participate in PAR.



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18.3.2

If a teacher referred to PAR grieves a procedural violation of an evaluation, the PAR process shall continue until a final decision on the grievance has been made. If the grievance results in the rescission of the unsatisfactory evaluation, the referral to PAR shall be withdrawn. If the appeal is denied, the referral to PAR shall continue to be implemented. 18.3.3 by the second Friday in May:

18.3.3.1

The Evaluator's recommendations for classroom/instructional improvement shall be completed, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).

18.3.3.2

A copy of the Evaluator's recommendation shall be given to the RT.

18.3.4

The Consulting Teacher's assistance and review shall focus on the classroom/ instructional need recommended for improvement by the Evaluator.

18.3.5

By the last day of annual service for teachers, the Assistant Superintendent, Human Services, shall notify teachers, if any, of the requirement to participate in PAR the following school year.

18.3.6

By September 1 of each year the Assistant Superintendent, Human Services, shall notify the RTs, if any, of the Consulting Teacher to whom they have been assigned.

18.3.7

By the fourth Friday in September, the Evaluator, the RT, and the Consulting Teacher assigned to the RT shall meet and discuss the recommended areas of improvement outlined by the Evaluator and the types of assistance to be provided by the Consulting Teacher. This assistance may include but is not limited to:

18.3.7.1

Provide consultative assistance to the RT to improve in the specific areas targeted by the Evaluator, including coordinating resources and activities to assist the RT in meeting the goals identified by the Evaluator.

18.3.7.2

Meet with the RT on a regular basis.

18.3.7.3

Conduct classroom observations.

18.3.7.4

Arrange for the RT to observe the Consulting Teacher and/or other selected teachers.



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18.3.7.5

Arrange for the RT to attend training in specified teaching techniques or in designated subject matter, including demonstration lessons, coaching, in-service courses, workshops, and conferences.

18.3.7.6

Maintain records for the RT's activities and progress.

18.3.8

The Consulting Teacher and the Evaluator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the RT.

18.3.9

Except for the second year timeline described in Section 18.3.13 below, the Consulting Teacher shall conduct multiple classroom observations between October 1 and March 1 for the RT. For purposes of this section, multiple classroom observations shall mean at least two (2) observations per month.

18.3.10

The Consulting Teacher shall prepare progress reports for the Joint Panel in intervals of not less than three months and shall appear before the Joint Panel to discuss the participation of the RT. The written reports shall be on forms prepared by the Joint Panel and shall reflect dates, times, and topics of the assistance provided by the Consulting Teacher.

18.3.11

Except for the second year timeline described in Section 18.3.13 below, by the first Friday in April, the Consulting Teacher shall submit a written report to the Joint Panel on the RT describing the RT's participation in PAR. The report shall consist solely of a description of the assistance provided to the RT. This report shall not evaluate the teacher's performance relative to District standards.

18.3.12

For RTs, the Consulting Teacher shall prepare a final report. This report of the RT's participation shall be made available for placement in her/his personnel file and may be used in their evaluation. The RT has the right to respond to all reports as well as the final report.

18.3.13

By the second Friday in April, the Joint Panel shall meet to determine whether the RT will benefit from continued participation in the PAR, for a second year. If the RT has participated in PAR for a second year, the panel's recommendation in said year shall be made by the end of the first semester.

18.3.14

The RT will normally conclude participation in the PAR Program at the end of the school year unless the Joint Panel determines the teacher would benefit from continued participation in the Program for a second year.

18.3.15

The Consulting Teacher's final report on the RT shall be confidential and be made available for placement in the RT's personnel file. The final report shall list the training, the participation, and whether the RT would benefit from further participation in the PAR Program.



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18.3.16

By the third Friday in May, the Joint Panel shall submit an evaluation of the impact of the PAR Program, including recommendations for improvement, to the District Board of Education and the Association.

For VT:

18.3.17

Any permanent teacher may volunteer to utilize the services of a Consulting Teacher on a space available basis.

18.3.18

Because VT participants are not mandated by law to participate in PAR, the Consulting Teacher, the Joint Panel, nor the Administration shall forward to the Board of Education the names of VTs.

18.3.19

The Consulting Teacher's report shall not be placed in the personnel file of the VT.

18.4 Teacher Professional Support Program

The District and the Association recognize the need to provide on-going programs of staff development. It is further acknowledged that such programs are best provided using the expertise of exemplary teachers and school and District level administrators. For these reasons the parties agree to establish a Teacher Professional Support Program with the following features:

18.4.1

Staff Development Consultants shall be selected by the Joint Panel to provide specific assistance, in-service training, and/or workshops on an as-needed basis, to meet teacher and District staff development needs. The term for service for Staff Development Consultants shall be one year. Staff Development Consultants may serve consecutive terms.

18.4.2

State BTSA Support Providers shall be selected by the Joint Panel to provide direct assistance to new teachers who hold preliminary or professional clear credentials. The term of service for Support Providers shall be one year. Support Providers may serve consecutive terms.

18.4.3

Peer Coaches (District BTSA Support Providers) shall be selected by the Joint Panel to provide direct assistance to new teachers who do not qualify for assistance through the State BTSA Program. The term of service for Peer Coaches shall be one year. Peer Coaches may serve consecutive terms.

18.5 Joint Panel

18.5.1

The PAR Program shall be supervised and evaluated by a Joint Panel which shall consist of:

18.5.1.1

Three (3) District classroom teachers, at least one (1) of whom is an elementary teacher and one (1) is a secondary teacher. The Joint Panel will be composed of teachers not currently serving as/or applying for a PAR Provider assignment.



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18.5.1.2

Two (2) District administrators, at least one (1) of whom is a site level administrator.

18.5.2

Teacher members of the Joint Panel shall serve staggered two-year terms. The length of the initial terms shall be determined by lot. Members must reapply for subsequent terms.

18.5.3

The Joint Panel year is defined as July 1 through June 30.

18.5.4

Qualifications for teacher members of the Joint Panel shall be the same as those for Consulting Teacher as stipulated in Section 18.6 below.

18.5.5

Teacher members of the Joint Panel shall be appointed by the President of the Association not later than June 30. In the event that a teacher member is unable to complete a full two-year term, the President of the Association shall appoint a teacher to serve for the remainder of the term.

18.5.6

The Joint Panel shall operate under Robert's Rules of Order, and such by-laws or standing rules as it may adopt by majority vote to regulate its own operations, subject to State laws and regulations and existing Board Policies.

18.5.7

The Joint Panel shall be provided with the number of released days needed to conduct PAR business within the budget available to the PAR program.

18.5.8

The Joint Panel shall make all decisions through consensus. Failing consensus, decisions shall be made by majority vote.

18.5.9

Responsibilities of the Joint Panel shall include the following:

18.5.9.1

Develop and publicize the criteria for selection of the PAR Providers, including development of applications for each position.

18.5.9.2

Annually review and revise, as necessary, the PAR Provider applications.

18.5.9.3

Establish the meeting schedule with a minimum of five (5) meetings a year, with provision for additional meetings to be called by the Chair. Panel members shall be notified, if possible, at least one day in advance of additional meetings.



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18.5.9.4

Attend all scheduled meetings of the Joint Panel.

18.5.9.5

An official Joint Panel meeting shall require a quorum of at least three (3) of the five (5) members of the panel to be present. No action(s) or recommendation(s) shall be voted upon unless at least one (1) Association panel member and one (1) District panel member are present.

18.5.9.6

Elect a Chairperson at the first meeting by secret ballot of a majority of the committee.

18.5.9.7

Be responsible for selecting the Peer Coaches (District BTSA Program) defined in the job description. Final selections shall be determined by a majority vote of the Panel and submitted to the Board of Education no later than the second meeting in May. Notification of the selections shall be given in writing by the Chair to all applicants within ten (10) days of the approval by the Board of Education. Names of the PAR Providers selected shall be posted in the District Office and all school offices after the applicants and nominees have been notified.

18.5.9.8

Assign the PAR Provider to each RT based upon identified need(s) and the qualifications of the PAR Provider. This assignment shall be completed within twenty (20) school days of the initial identification of the participating teacher(s). The Joint Panel may assign a different PAR Provider to work with the participating teacher within two weeks of the initial assignment.

18.5.9.9

Assign the PAR Provider to the RT in the following priority: RTs and VTs.

18.5.9.10

Proceedings and materials related to evaluation, reports, and other personnel matters shall be strictly confidential. Joint Panel members may disclose such information only as necessary to administer this program or as otherwise required by lawful process.

18.5.9.11

Monitor the progress and growth of the RT through regular reports and documentation from the PAR Provider.

18.5.9.12

Shall conduct an annual performance review of each PAR Provider. A copy of the review shall be given to the PAR Provider.

18.5.9.13

Submit to the Board of Education and the Association an annual evaluation of the impact of PAR, including recommendations for PAR Program improvement. The annual evaluation may include but is not limited to the use of surveys and interviews.

18.5.9.14

Identify and provide appropriate training for PAR Providers prior to their participation in the program.



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18.5.9.15

In a timely manner, forward to the Board of Education the names of the RTs who, after sustained assistance, are not able to demonstrate satisfactory improvement.

18.5.9.16

Forward to the Human Services Department at the end of the year all the records regarding the Program that may be necessary for subsequent audits and shall be filed separately from the individual personnel records.

18.5.9.17

Collaborate with the Assistant Superintendent, Human Services, to develop the annual program plan and budget using the funds designated within the State budget for the PAR program.

18.5.10

If a Joint Panel member is unable to participate for an extended period of time in the deliberations of the Panel, an alternate shall be appointed by the organization s/he represents.

18.5.11

Joint Panel members shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Code Section 810, et. Seq.

18.6 Consulting Teacher

18.6.1

Consulting Teachers shall have the following minimum qualifications:

18.6.1.1

Experience as a permanent teacher of the District with at least five (5) years of teaching experience of which the last three (3) must be consecutive (per Education Code 44501).

18.6.1.2

Demonstrate exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, knowledge of and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts.

18.6.1.3

Ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, recent involvement in professional activities, and experience in working on school or District committees.

18.6.2

Application and Selection of Consulting Teachers

18.6.2.1

The District shall post Consulting Teacher positions not later than February 1. Each candidate shall be required to submit a completed application (form to be developed by the Joint Panel). The application shall include at least three (3) references from individuals who have direct knowledge of the applicant's abilities for the position. At least one reference must be from the current or prior Principal or Evaluator.



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18.6.2.2

All applications and references shall be treated with confidentiality and will not be disclosed except as required by law.

18.6.2.3

No member of the Joint Panel shall have access to personnel files. The applicant will provide the documents if s/he wishes.

18.6.2.4

The selection process shall consist of three (3) stages:

18.6.2.4.1

Screening of the written applications

18.6.2.4.2

Interview selected applicants

18.6.2.4.3

Observation of final applicants' classroom performance by no less than one (1) teacher and one (1) administrator of the Joint Panel.

18.6.2.5

At each stage of the selection process, the Joint Panel may eliminate one or more of the applicants from the remaining stages of the process.

18.6.2.6

The Joint Panel will make the selection and report its list of selected PAR Providers to the Superintendent no later than May 1.

18.6.2.7

The Board of Education shall approve by June 1 of each year those teachers selected by the Joint Panel who shall be PAR Providers for the following school year.

18.6.2.8

PAR Providers must re-apply each year.

18.6.3

Assignment of Consulting Teachers

18.6.3.1

The number of Consulting Teachers to be selected may vary from year to year depending on the number of teachers who are referred to the PAR Program. Each year the Joint Panel shall select no fewer than three (3) classroom teachers, one elementary, one junior high, and one high school teacher, as Consulting Teachers. No more than two (2) RTs or VTs shall be assigned to each Consulting Teacher. If there is no need for any Consulting Teachers, or for fewer than the number selected, then the teacher(s) selected shall be used as a Staff Development Consultant.



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18.6.3.2

Each Consulting Teacher shall be required to conduct at least two (2) classroom observations per month between October 1 and March 31 of each RT assigned. Pre- and post-observation conferences must be conducted for each observation. The Consulting Teacher shall provide written feedback to the RT following each observation.

18.6.3.3

Each Consulting Teacher assigned to work with a VT shall establish an observation/meeting schedule and shall keep the Joint Panel apprised of the schedule.

18.6.3.4

The Consulting Teacher may serve up to a period of three consecutive years.

18.6.3.5

All proceedings and materials related to evaluations, reports, and other personnel matters shall be confidential.

18.7 Par Program Funding

18.7.1

State funds received for the PAR Program (Article 4, commencing with Section 44490) may also be expended for the following purposes:

18.7.1.1

The Marian Bergeson Beginning Teacher Support and Assessment System as set forth in Article 4.5 of Chapter 2.

18.7.1.2

The California Pre-Internship Teaching Program as set forth in Article 5.6 of Chapter 2.

18.7.1.3

A District Intern Program as set forth in Article 7.5 of Chapter 2.

18.7.1.4

Professional development or other educational activities previously provided pursuant to Article 4 of Chapter 3.

18.7.1.5

Any program that supports the training and development of new teachers.

18.7.2

Funds received for the PAR Program shall be expended in accord with AB1X administrative expenses.

18.7.3 Compensation

18.7.3.1

The assignments listed below shall be paid the following annual stipend amounts:



Brea Olinda Unified Collective Bargaining Agreement with the Brea Olinda Teachers Association

July 1, 2018 to June 30, 2019

18.7.3.1.1

Consulting Teacher shall receive a stipend of \$500 over and above the teacher's regular salary if the teacher participates in and completes Consulting Teacher training. An additional stipend of \$2000 shall be paid when a RT or VT is assigned up to a maximum of two (2).

18.7.3.1.2

Teacher members of the Joint Panel shall receive an annual stipend of \$1500 over and above the teacher's regular salary.

18.7.3.1.3

Staff Development Consultants shall receive an annual stipend of \$1000 over and above the teacher's regular salary. Any in-services offered by the staff developer shall be compensated at \$150 for 1/2 day and \$300 for full day.

18.7.3.2

Increases in the stipends for the assignments listed above shall be determined by the categorical cost of living adjustment authorized by the State for these programs.

18.7.3.3

State BTSA Support/Induction Providers shall be compensated at the rate established by the County Consortium.

18.7.3.4

Peer Coaches (District BTSA Support Providers) shall be compensated at the rate established by the County Consortium up to a maximum of two (2) teachers.

18.8 Other Provisions

18.8.1

Functions performed by teachers in accord with this Agreement shall not constitute either management or supervisory functions as defined by Government Code Section 3540(g) and (m).

18.8.2

Teachers who perform functions as a Consulting Teacher or a Joint Panel member in accord with this Agreement shall have the same protection from liability and access to appropriate defenses as other public school employees.

18.8.3

Actions of the PAR Panel and Consulting Teachers dealing with the review of a RT's service to the District shall be subject to the contractual grievance procedure.



**Brea Olinda Unified Collective Bargaining Agreement with the Brea Olinda Teachers Association
July 1, 2018 to June 30, 2019**

Article 19 Professional Growth

19.1

The District shall designate only certificated administrators to serve as Professional Growth Advisors (hereinafter referred to as "Advisors"). A list of these Advisors shall be published by the District annually, prior to the beginning of the school calendar year. The responsibility of an Advisor shall be to determine whether activities identified on the Professional Growth Plan of a Credential Holder who is subject to the provision of this article (hereinafter referred to as "Credential Holder") comply with pertinent Education Code and applicable Administrative Code Sections (hereinafter referred to as "Education Code"). A Credential Holder's evaluating administrator may not act as that candidate's Advisor.

19.2

If a Credential Holder believes that his/her Advisor has taken an adverse action that he/she considers to be unfair, arbitrary, or contrary to the terms of the Education Code, the Credential Holder may seek another Advisor or appeal the adverse action to the Executive Secretary of the Commission on Teacher Credentialing.

19.3

Association activities which comply with the Education Code shall be allowed as Professional Growth activities. Upon the request of the Credential Holder or Advisor, the President of the Association shall provide verification of participation or completion.

19.4

The District and the Association shall provide a joint in-service for new Credential Holders no later than October 1 of each school year. This meeting shall be voluntary for all Credential Holders who are new to the District.

19.5

A clock hour for purposes of credited Professional Growth Activities shall be the actual time spent in the activity. College, university, or equivalent courses shall be credited as at least fifteen (15) clock hours for each semester unit, ten (10) clock hours for each quarter unit, thirteen (13) clock hours for each trimester unit, or the actual number of class/lab hours required, whichever is greater.

19.6

Nothing in the Professional Growth Requirements or Procedures thereof shall be a part of or modify the evaluation process.

19.7

By October 1 of each school year, the District shall notify each Credential Holder of his/her deadline date for completion of his/her Professional Growth Requirements.

19.8

An Advisor shall complete and return to the Credential Holder certification of initial plan, initialing of any revisions, or verification of completion within ten (10) days of submission to the Advisor. If an Advisor finds that he/she cannot certify an initial plan, initial a modification, or verify completion, the Advisor shall notify the Credential Holder of the reason(s), in writing, within ten (10) days of submission.



**Brea Olinda Unified Collective Bargaining Agreement with the Brea Olinda Teachers Association
July 1, 2018 to June 30, 2019**

Article 20 Shared Elementary Employment Contract

20.1 Definition

A shared contract is defined as one in which one (1) teaching position is equally shared by two (2) bargaining unit members for a period of not less than one (1) school year, subject to possible renewal on an annual basis, not to exceed a total of three (3) school years.

20.2 Eligibility

Bargaining Unit Members applying for shared contract employment must meet the following eligibility criteria:

1. Be a current full-time permanent employee;
2. Be assigned to instruct general education at the elementary level;
3. Completed a minimum of three (3) years of service with the District; and
4. Most recent evaluation is rated at no less than meets or exceeds, at the time of the commencement of the contract.

20.3 Selection of Position and Applicants

20.3.1

Bargaining unit members requesting shared contract positions shall meet with the administrator(s) from the work site before March 15 where such a shared contract position is proposed in order to develop suitable combinations.

20.3.2

The shared contract application(s) and final determination of shared positions and the selection of incumbents shall be made by the administration and forwarded to the Assistant Superintendent, Human Resources no later than March 15 of each year prior to the school year for which a shared contract assignment is requested. Exceptions to this date shall be considered by the administration in the event of unusual circumstances. The Board shall have final authority to grant and/or renew all Shared Employment Contracts.

20.4 Shared Contracts

20.4.1

Bargaining unit members sharing a contract shall accept the responsibility for assuring that compatible classroom management will exist. Shared contracts shall be issued reflecting all pertinent information concerning the assignments, including but not limited to the following information: dates of agreement, duration of the agreement; description of subject/grade level; location; and salary.

20.4.2

Health and welfare benefits shall be shared equally, with an understanding that each bargaining unit member must voluntarily contribute to the costs of the benefits to receive full coverage. Health and welfare benefits shall not be fully appropriated to one of the shared contract unit members.

20.5 Return to Full-Time Employment

Full-time bargaining unit members participating in shared contract employment may, at their option, return to full-time employment at the conclusion of the shared contract. The District shall return the bargaining unit members to their respective former positions, if available, or to equivalent positions within the District at the end of shared employment. All bargaining unit members shall be returned to appropriate positions before the District hires personnel from outside of the District.



**Brea Olinda Unified Collective Bargaining Agreement with the Brea Olinda Teachers Association
July 1, 2018 to June 30, 2019**

20.6 Compensation

Each participant in the shared contract program shall receive half (50%) of the regular annual salary paid in equal monthly installments, in accordance with their respective placement on the salary schedule. Participants shall be eligible for half (50%) of the District contribution toward the health and welfare benefit program applied in the same manner as salary. Column advancement shall not be affected by shared contract employment. Bargaining unit members who complete shared contract assignments shall be advanced one (1) step on the salary schedule for every 2 years worked on a shared contract (50%). Contributions to the State Teachers' Retirement System (STRS) or Public Employees Retirement System (PERS), if applicable, shall be proportionate to the time worked and salary earned.

20.7 Time Requirements

The time requirements for a shared contract position shall be proportionate to the regular workday. Bargaining unit members in shared contract positions shall both be required to attend the first and last days of school, "Back-to-School Night," "Open House," Parent Teacher Conferences, Staff Development Days and adjunct duties, as outlined in the Collective Bargaining Agreement. Faculty meetings shall be attended by the bargaining unit member on duty at the time of the meeting and that person should share the information with job-sharing partner.

20.7.1

Teacher Preparation Days: Both teachers will each attend 1/2 of all scheduled preparation days.

20.7.2

Professional Learning Community (PLC) Days: Both teachers will each attend 1/2 of all PLC days.

20.7.3

Joint Teacher Contact Time: Joint teacher contact time shall occur on a weekly basis to ensure communication and coordination of instruction. In the event that more time is necessary, the teachers shall make appropriate arrangements.

20.8 Work Year

20.8.1

The work year shall be divided equally (50/50) between the bargaining unit members. A work year calendar shall be submitted to the administrator for approval prior to the start of the year. Human Resources shall have final approval of the work year calendar.

20.8.2

Any changes to the work year calendar must be pre-approved by administration and Human Resources prior to implementation.

20.9 Implementation or Renewal

20.9.1

The determination to grant or not grant a position to be shared by two (2) bargaining unit members or to renew the shared contract shall be made by the administration and recommended to the Board. The District reserves the right to limit the number of shared contracts at any one school or location.



**Brea Olinda Unified Collective Bargaining Agreement with the Brea Olinda Teachers Association
July 1, 2018 to June 30, 2019**

20.9.2

In the event a Shared-Contract renewal proposal is not received on or before the deadline, the shared contract arrangement will cease at the end of the school year and the bargaining unit members will return to an equivalent position held prior to entering into a shared contract arrangement at the start of the next school year.

20.9.3

The shared contract shall include the following statement: "Requests for renewal must be submitted to the Human Resources Office on or before March 15 of the school year in which this contract applies. If no such renewal request is submitted, both employees shall return to full-time employment." Renewal of the shared contract shall be subject to Board approval.

20.9.4

Notice of approval or denial shall be issued by April 15. Upon request, bargaining unit members shall be provided the reasons for denial.

20.10 Involuntary Transfer

All involuntary transfers from a site are based on District Seniority. A shared contract team's seniority will be based on the hire date of the least senior partner. If it becomes necessary that the team would be involuntarily transferred, the procedures for involuntary transfers as outlined in Article 11, Transfers, will be applied.

20.11 Absences

Bargaining unit members sharing a contract may serve as day-to-day substitutes for one another. While working as a substitute, the bargaining unit member shall be paid the Certificated Substitute daily rate. In the event one of the shared contract partners is unable to fulfill the terms of the job-share contract, the remaining unit member shall have the option of:

1. Converting to full-time employment in that position and receiving the equivalent salary and health and welfare benefits to which he/she is entitled; or
2. Continuing the shared contract with another permanent, qualified bargaining unit member mutually agreed upon by both the unit member, site administrator and Human Resources.

20.12 Seniority

Both shared contract partners shall maintain their place on the District's seniority list.

SIGNATURE PAGE

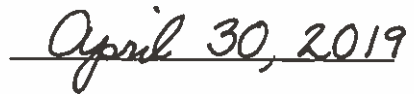
I have read and agree to the contents of this contract.



Brinda Leon, Assistant Superintendent, Human Resources
Brea Olinda Unified School District



Patricia Romero
Brea Olinda Teachers' Association



Appendix A Implementary and Interpretative Certificated Salary Schedule Regulations

- A. The Brea Olinda Unified School District does not hire personnel with a provisional or emergency credential, except in the area of Special Education.
- B. Placement in Columns A - D requires a valid California credential, which includes a partial fulfillment of the requirements for a full credential.
- C. New teachers on the certificated schedule shall be granted a maximum credit of ten years on a year-for-year basis for out-of-District experience in any public or private school so long as the candidate gained the experience under a valid general, standard, or partial fulfillment teacher's credential.
- D. New personnel who have had appropriate industrial, business, or vocational experience on a full-time basis may be placed on the salary schedule in the appropriate column for which he/she may qualify with each experience step representing one full year of assignment in related experience.
- E. Experience credit for fractional years shall be the same as that for State retirement; i.e., 75% of the total number of teaching days in the school year.
- F. Substitute teaching will not be considered for salary placement.
- G. In accordance with Education Code Section 44931, a certificated employee re-employed by the District after an absence of no more than 39 months shall be placed on the next experience step to that previously held.
- H. Experience increments are granted at the beginning of the school year. One increment or step in the salary schedule shall be granted for each year of District service until the step/column maximum is reached. Summer school teaching shall not apply toward experience credit. (A year of service is defined as 75% of the total number of teaching days in the year.)
- I. Only those units (upper division and graduate) acquired after attaining the Baccalaureate Degree are applicable for column placement on the salary schedule.
- J. A quarter unit is defined as two-thirds of a semester unit.
- K. Units to be credited must clearly be in a relevant teaching field and/or in education. Prior approval must be obtained from the Superintendent or his designated representative for substitutions.
- L. Column placement shall be made on the basis of verified transcripts showing degrees and semester units earned. All units for column placement must be earned after attaining the Bachelor's Degree. Bargaining Unit members may be placed on Column D if they attain a doctoral degree without having attained a Master's Degree.
- M. Employees moving to a new column shall be placed on the appropriate step consistent with total accumulated District service.
- N. Advancement on the salary schedule is predicated upon an evaluation of meeting District standards in all measurement categories.
- O. No new provision contained in this policy statement shall be retroactive.
- P. Teachers may be granted salary schedule credit, at the discretion of the District, for previously approved lower division college credits in subjects that:
 - Are commonly taught in District schools and where the content field has recently undergone substantial changes,
 - Are recently being introduced to District curriculum,
 - Are needed as a foundation for a new teaching major or minor in a subject field offered in District schools (to be credited upon completion of said new major/minor).
- Q. Part-time or shared contract teachers will gain years of service credit in increments that are equal to the percentage of years worked. These teachers will advance on the salary schedule when the total of the percentages equal a full year. Salary placement will occur at the beginning of the school year only. Any part of a year above the full year will be counted toward the next full year of service.
- R. Summer School Pay
For summer school teaching assignments, teachers will be paid an hourly rate of 1/1000 of step 2 of the column for which they qualify.

Appendix A1 Certificated Teacher (AT) Salary Schedule
2018 - 19
185 Days

Steps	Column 1 Non-Credential 185 days	Column A Credential & BA TO 44 185 days	Column BC BA+45 or Masters 185 days	Column D BA + 60 Masters and/or Doctorate 185 days
1	45,062	52,791	55,773	58,924
2	46,865	54,902	58,004	61,282
3	48,740	57,099	60,324	63,733
4	50,690	59,382	62,737	66,283
5	50,690	61,757	65,246	68,934
6	50,690	64,228	67,856	71,690
7	50,690	66,797	70,572	74,557
8	50,690	69,469	73,394	77,541
9	50,690	69,469	76,330	80,643
10	50,690	69,469	79,383	83,869
11	50,690	69,469	79,383	87,224
12	50,690	69,469	79,383	87,224
13	50,690	69,469	79,383	87,224
14	50,690	69,469	79,383	87,224
15	50,690	69,469	79,383	87,224
16	50,690	69,469	82,557	90,713
17	50,690	69,469	82,557	90,713
18	50,690	69,469	82,557	90,713
19	50,690	69,469	82,557	90,713
20	50,690	69,469	82,557	90,713
21	50,690	69,469	86,686	97,061
22	50,690	69,469	86,686	97,061
23	50,690	69,469	86,686	97,061
24	50,690	69,469	86,686	97,061
25	50,690	69,469	86,686	97,061
26 +	50,690	69,469	91,887	107,739

Experience Credit for New Employees

New employees shall be granted a maximum of ten years (on a year-for-year basis) for the experience in any public or private school with a valid teaching credential, qualifying for a maximum placement on Step 11.

Column 1 (Non-credentialed) staff

Column A Bachelor's Degree and up to 44 upper division or graduate level semester units or Clear credential

Column BC Bachelor's Degree + 45 upper division or graduate level semester units or Master's Degree

Column D Bachelor's Degree + 60 upperdivision or graduate level semester units including Master's Degree or Doctorate's Degree

A teacher is eligible for the anniversary increments at the beginning of the 16th, 21st, and 26th year for Column BC and Column D.

Appendix B
Brea Olinda Unified School District
Extended Day Payment Schedule Effective 10/22/18

Ia - High School Athletics Extended Day Pay Schedule

Note: Pseudo High School Athletics CE 0155602642-1130 CL 0155602642-2434

Group	Position	Salary Schedule	Current Stipend	Pay Date
I	Head Varsity Football	RU/I/01	\$4,061	11/30
I	Head GA Varsity Basketball	RU/I/01	\$4,061	02/28
I	Head Varsity Basketball	RU/I/01	\$4,061	02/28
II	Head GA Varsity Soccer	RU/I/02	\$3,553	02/28
II	Head Varsity Soccer	RU/I/02	\$3,553	02/28
II	Head Boys' Varsity Wrestling	RU/I/02	\$3,553	02/28
II	Head Girls' Varsity Wrestling	RU/I/02	\$3,553	02/28
II	Head GA Varsity Softball	RU/I/02	\$3,553	05/31
II	Head Varsity Baseball	RU/I/02	\$3,553	05/31
II	Head GA Varsity Track	RU/I/02	\$3,553	05/31
II	Head Varsity Track	RU/I/02	\$3,553	05/31
III	Assistant Varsity Football	RU/I/03	\$3,046	11/30
III	Assistant Varsity Football	RU/I/03	\$3,046	11/30
III	Assistant Varsity Football	RU/I/03	\$3,046	11/30
III	Assistant Varsity Football	RU/I/03	\$3,046	11/30
III	Head GA Varsity Volleyball	RU/I/03	\$3,046	11/30
III	Head GA Varsity Cross Country	RU/I/03	\$3,046	11/30
III	Head Varsity Cross Country	RU/I/03	\$3,046	11/30
III	Head Varsity Water Polo	RU/I/03	\$3,046	11/30
III	Head GA Varsity Water Polo	RU/I/03	\$3,046	02/28
III	Head GA Varsity Swimming	RU/I/03	\$3,046	05/31
III	Head Varsity Swimming	RU/I/03	\$3,046	05/31
III	Head Varsity Volleyball	RU/I/03	\$3,046	05/31
IV	Head GA Varsity Golf	RU/I/04	\$2,792	11/30
IV	Head GA Varsity Tennis	RU/I/04	\$2,792	11/30
IV	Head GA JV Basketball	RU/I/04	\$2,792	02/28
IV	Head JV Basketball	RU/I/04	\$2,792	02/28
IV	Head Varsity Golf	RU/I/04	\$2,792	05/31
IV	Head Varsity Tennis	RU/I/04	\$2,792	05/31
V	Assistant Varsity Water Polo	RU/I/05	\$2,537	11/30
V	Head Frosh Football	RU/I/05	\$2,537	11/30
V	Head JV Football	RU/I/05	\$2,537	11/30
V	Assistant GA Cross Country	RU/I/05	\$2,537	02/28
V	Assistant Varsity Wrestling	RU/I/05	\$2,537	02/28
V	Assistant Varsity Wrestling	RU/I/05	\$2,537	02/28
V	Head F/S Baseball	RU/I/05	\$2,537	02/28
V	Head Frosh Basketball	RU/I/05	\$2,537	02/28
V	Head GA F/S Basketball	RU/I/05	\$2,537	02/28
V	Head JV Baseball	RU/I/05	\$2,537	02/28
V	Head Soph Basketball	RU/I/05	\$2,537	02/28
V	Assistant Cross Country	RU/I/05	\$2,537	11/30
V	Assistant GA Swimming	RU/I/05	\$2,537	05/31
V	Assistant GA Track	RU/I/05	\$2,537	05/31
V	Assistant GA Varsity Track	RU/I/05	\$2,537	05/31
V	Assistant Varsity Swimming	RU/I/05	\$2,537	05/31
V	Assistant Varsity Track	RU/I/05	\$2,537	05/31
V	Assistant Varsity Track	RU/I/05	\$2,537	05/31
V	Assistant Volleyball	RU/I/05	\$2,537	05/31
V	Head GA JV Softball	RU/I/05	\$2,537	05/31
VI	Assistant Frosh Football	RU/I/06	\$2,285	11/30
VI	Assistant Frosh Football	RU/I/06	\$2,285	11/30
VI	Assistant Frosh Football	RU/I/06	\$2,285	11/30
VI	Assistant JV Football	RU/I/06	\$2,285	11/30
VI	Head JV GA Volleyball	RU/I/06	\$2,285	11/30

Appendix B
Brea Olinda Unified School District
Extended Day Payment Schedule Effective 10/22/18

Ia - High School Athletics Extended Day Pay Schedule

Note: Pseudo High School Athletics CE 0155602642-1130 CL 0155602642-2434

Group	Position	Salary Schedule	Stipend	Pay Date
VI	Head F/S GA Soccer	RU/I/06	\$2,285	11/30
VI	Head F/S GA Softball	RU/I/06	\$2,285	11/30
VI	Head F/S GA Water Polo	RU/I/06	\$2,285	11/30
VI	Head F/S Soccer	RU/I/06	\$2,285	11/30
VI	Head F/S Volleyball	RU/I/06	\$2,285	11/30
VI	Head GA JV Golf	RU/I/06	\$2,285	02/28
VI	Head GA JV Soccer	RU/I/06	\$2,285	02/28
VI	Head GA JV Tennis	RU/I/06	\$2,285	02/28
VI	Head GA JV Water Polo	RU/I/06	\$2,285	02/28
VI	Head JV Golf	RU/I/06	\$2,285	02/28
VI	Head JV Soccer	RU/I/06	\$2,285	02/28
VI	Head JV Tennis	RU/I/06	\$2,285	05/31

Ib - High School Athletics Extended Day Pay Schedule - Athletic Director

Note: Pseudo High School Athletics CE 0155602642-1130 CL 0155602642-2434

Group	Position	Salary Schedule	Stipend	Pay Date
	Boys' Athletic Director	AX2/38/01	\$5,725	Monthly @ 10%
	Girls' Athletic Director	AX2/38/01	\$5,725	Monthly @ 10%
Group	Position	Salary Schedule	Stipend	Pay Date
	Activities Director *	AX2/38/02	\$5,077	Monthly @ 10%

*Paid when employee is not part of management

Ic - High School Athletics Extended Day Pay Schedule - Extended Season Pay

Note: Pseudo High School Athletics CE 0155602642-1130 CL 0155602642-2434

Pseudo High School Athletics Booster Paid CE 0154000210-1130 CL 0154000210-2110

Team Sports - 10% of season coaching pay per week)

End of Season

Individual Sports - 5% of season coaching pay per week)

End of Season

(Note: All assistants at the Varsity Level included.)

Id - Spring Practice
(Intentionally Deleted)

Ie - High School Athletics Extended Day Pay Schedule Coaching More than One Sport

Note: Pseudo High School Athletics CE 0155602642-1130 CL 0155602642-2434

Stipend paid if Coach is a certificated employee on staff as a teacher and one coaching assignment is at the head coach level. Paid at the end of the second season.

Group	Position	Salary Schedule	Stipend	Pay Date
	Coaching More Than One Sport	RU/III/03	\$823.00	05/31

Appendix B
Brea Olinda Unified School District
Extended Day Payment Schedule Effective 10/22/18

II High School Activity Assignment

Note: Pseudo High School Activities CE 0155502641-1130 CL 0155502641-2111

Group	Position	Salary Schedule	Stipend	Pay Date
I	Academic Decathlon 9/10	RU/II/01	\$1,122	02/28
I	Class Advisor 2017	RU/II/01	\$1,122	02/28
I	Class Advisor 2018	RU/II/01	\$1,122	02/28
I	Class Advisor 2019	RU/II/01	\$1,122	02/28
I	Class Advisor 2020	RU/II/01	\$1,122	02/28
I	CSF Advisor	RU/II/01	\$1,122	02/28
I	Inkwell Publication Advisor	RU/II/01	\$1,122	02/28
I	Mock Trial Advisor	RU/II/01	\$1,122	02/28
I	NHS	RU/II/01	\$1,122	02/28
I	Science Olympiad Co-Advisor	RU/II/01	\$1,122	02/28
I	Science Olympiad Co-Advisor	RU/II/01	\$1,122	02/28
II	Academic Decathlon 11/12	RU/II/02	\$1,484	02/28
II	Assistant Speech Coach	RU/II/02	\$1,484	02/28
II	Audio Technician	RU/II/02	\$1,484	02/28
III	AVID Coordinator	RU/II/03	\$1,694	02/28
III	Color Guard	RU/II/03	\$1,694	02/28
III	Girls League Advisor	RU/II/03	\$1,694	02/28
III	Jazz/Concert Band	RU/II/03	\$1,694	02/28
III	Model United Nations 1 semester	RU/II/03	\$1,694	02/28
III	Musical Production Coordinator	RU/II/03	\$1,694	02/28
IV	JV Pep Squad Coach	RU/II/04	\$2,285	02/28
V	Newspaper	RU/II/05	\$2,731	02/28
VI	Dance	RU/II/06	\$2,936	02/28
VI	Drama	RU/II/06	\$2,936	02/28
VI	HS Link Crew	RU/II/06	\$2,936	02/28
VI	PBIS	RU/II/06	\$2,936	02/28
VI	Marching Band	RU/II/06	\$2,936	02/28
VI	Speech	RU/II/06	\$2,936	02/28
VI	Yearbook	RU/II/06	\$2,936	02/28
VI	Vocal Music	RU/II/06	\$2,936	02/28
VII	Varsity Pep Squad Coach	RU/II/07	\$3,038	02/28
VIII	Pep Squad Advisor	RU/II/08	\$3,553	02/28
IX	AP Teacher Stipend 1st Semester*	AX2/42/01	\$269	02/28
IX	AP Teacher Stipend 2nd Semester*	AX2/42/01	\$269	05/31

* The District and the Association agree to a stipend of \$269 per semester for AP teachers whose AP class enrollment exceeds 75 students as measured on the last day of student adds/or drops.

IIIa - Junior High School Athletic Assignment

Note: Pseudo Jr High Athletics CE 0155602442-1130 CL 0155602442-2434

Group	Position	Salary Schedule	Stipend	Pay Date
I	Boys' Basketball	RU/III/01	\$1,342	01/31
I	Boys' Basketball	RU/III/01	\$1,342	01/31
I	Girls' Basketball	RU/III/01	\$1,342	03/31
I	Girls' Basketball	RU/III/01	\$1,342	03/31
II	Boys' Flag Football	RU/III/02	\$1,258	11/30
II	Girls' Flag Football	RU/III/02	\$1,258	11/30
II	Boys' Cross Country	RU/III/02	\$1,258	11/30
II	Girls' Cross Country	RU/III/02	\$1,258	11/30
II	Boys' Volleyball	RU/III/02	\$1,258	11/30
II	Girls' Volleyball	RU/III/02	\$1,258	11/30
II	Girls' Soccer	RU/III/02	\$1,258	01/31

Appendix B
Brea Olinda Unified School District
Extended Day Payment Schedule Effective 10/22/18

II	Girls' Soccer	RU/III/02	\$1,258	01/31
II	Boys' Soccer	RU/III/02	\$1,258	03/31
II	Boys' Soccer	RU/III/02	\$1,258	03/31

IIIa - Junior High School Athletic Assignment

Note: Pseudo Jr High Athletics CE 0155602442-1130 CL 0155602442-2434

II	Coed Track	RU/III/02	\$1,258	05/31
II	Coed Track	RU/III/02	\$1,258	05/31
II	Coed Track	RU/III/02	\$1,258	05/31
II	Coed Track	RU/III/02	\$1,258	05/31

IIIb - Coaching Three or More Sports (in a given year) RU/III/03

Note: Pseudo Junior High Athletics CE 0155602442-1130 CL 0155602442-2434

A \$823 stipend is paid if coach is certificated employee on staff as a teacher. The stipend is paid at the end of the third season.

IV - Junior High School Activity Assignment

Note: Pseudo Junior High Activities CE 0155502441-1130 CL 0155502441-2111

Group	Position	Salary Schedule	Stipend	Pay Date
I	Musical Production Coordinator	RU/IV/01	\$572	05/31
I	Audio Visual Coordinator	RU/IV/01	\$572	05/31
I	Drama	RU/IV/01	\$572	05/31
I	AVID Coordinator	RU/IV/01	\$572	05/31
II	None			
III	Academic Pentathlon	RU/IV/03	\$1,032	05/31
III	Academic Pentathlon	RU/IV/03	\$1,032	05/31
III	JH Math Counts Coach	RU/IV/03	\$1,032	05/31
III	JH Science Olympiad	RU/IV/03	\$1,032	05/31
III	Literary Publications	RU/IV/03	\$1,032	05/31
III	Spelling Bee Coach	RU/IV/03	\$1,032	05/31
III	Vocal Music	RU/IV/03	\$1,032	05/31
III	Instrumental Music	RU/IV/03	\$1,032	05/31
III	National Junior Honor Society	RU/IV/03	\$1,032	05/31
Group	Position	Salary Schedule	Stipend	Pay Date
IV	Yearbook	RU/IV/04	\$1,277	05/31
Group	Position	Salary Schedule	Stipend	Pay Date
V	Pep Squad	RU/IV/03	\$1,553	05/31
V	Athletic Coordinator	RU/IV/03	\$1,553	05/31

V - Brea Canyon High School Activity Assignments

Note: Pseudo BCHS Extracurricular Activities CE 0155500741-1130

Group	Position	Salary Schedule	Stipend	Pay Date
I	Leadership Advisor	RU/V/01	\$572	05/31
II	Special Projects Animation	RU/V/02	\$788	05/31
III	Newspaper	RU/V/03	\$1,032	05/31
IV	Yearbook	RU/V/04	\$1,277	05/31

Appendix B
Brea Olinda Unified School District
Extended Day Payment Schedule Effective 10/22/18

VI - Department Chairperson

	1 to 8 sections per semester = \$634.50 x 2	DC/01/01	\$1,269	
	9 to 18 sections per semester = \$1,269.00 x 2	DC/02/01	\$2,538	
	19 to 39 sections per semester = \$1,904.00 x 2	DC/03/01	\$3,808	
	40 or more sections per semester = \$2,538.50 x 2	DC/04/01	\$5,077	
Group	Position	Salary Schedule		Pay Date
Note: Pseudo Department Chair BJH 0110002410-1150				
BJHS	Computer Education			Monthly @ 10%
BJHS	Fine Arts			Monthly @ 10%
BJHS	Home Economics			Monthly @ 10%
BJHS	Industrial Arts			Monthly @ 10%
BJHS	Language Arts			Monthly @ 10%
BJHS	Math			Monthly @ 10%
BJHS	Physical Education			Monthly @ 10%

BJHS	Science			Monthly @ 10%
BJHS	Social Science			Monthly @ 10%
BJHS	Special Education			Monthly @ 10%
Note: Pseudo Department Chair BOHS 0120002610-1150				
BOHS	English			Monthly @ 10%
BOHS	World Language			Monthly @ 10%
BOHS	Math			Monthly @ 10%
BOHS	Physical Education			Monthly @ 10%
BOHS	Performing Arts			Monthly @ 10%
BOHS	Science			Monthly @ 10%
BOHS	Social Science			Monthly @ 10%
BOHS	Special Education			Monthly @ 10%
BOHS	Visual Arts			Monthly @ 10%

VII - Elementary Activity Assignments

Note: Pseudo Elem Activities CE 0155500841-1130 CL 0155500841-2111

Group	Position	Salary Schedule	Stipend	Pay Date
	SST / RTI Coordinator Elementary (added 7/1/12)	AX2/31/01	\$1,165	05/31
I	Student Council Advisor Elementary School (meets 2 x month)	RU/VII/01	\$1,124	05/31
I	Vocal Music Elementary School	RU/VII/01	\$1,124	05/31
II	Outdoor Education	RU/VII/02	\$433	as appropriate
III	Blended Classroom Instruction	RU/VII/03	\$1,025	05/31
Group	Position	Salary Schedule	Stipend	Pay Date
IV	National History Day	RU/VII/04	\$518	05/31
IV	Academic Pentathlon	RU/VII/04	\$518	05/31
IV	Science Olympiad	RU/VII/04	\$518	05/31
IV	Coding Club	RU/VII/04	\$518	05/31
IV	Yearbook	RU/VII/04	\$518	05/31

Note: Elementary Academic Stipends-Four (4) \$518 stipends per elementary campus for Academic Activities including, but not limited to National History Day, Academic Pentathlon, Science Olympiad, Coding Club, Yearbook, etc.

Appendix B
Brea Olinda Unified School District
Extended Day Payment Schedule Effective 10/22/18

Position	Salary Schedule	Stipend	Pay Date
VIII - Equipment Repair by Certificated Employee			
Equipment Repair/per hour	AX2/41/01	\$34	as appropriate
IX - Home Teaching/Tutoring Stipend Note: Pseudo 0150700810-1105 or Pseudo 0170200421-1105			
Home Teaching	AX2/25/01	\$41	as appropriate
Tutoring Stipend Note: Pseudo Title I Funds			
Tutoring	AX2/27/01	\$36	as appropriate
X - Technology Stipends Note: Pseudo 0181400810-1130			
The number of devices will be determined by site principals on October 1 each year. Not eligible for Schedule B increase unless specifically stated.			
	Salary Schedule	Stipend	Pay Date
1 - 100 devices	TECH	\$2,153	05/31
101 - 200 devices	TECH	\$3,015	05/31
200 + devices	TECH	\$3,445	05/31
XI - EL Site Rep Note: Pseudo 0185300810-1130			
EL Coordinator	AX2/31/01	\$1,165	05/31

TEACHER EVALUATION

Evaluation Cycle:

☐ Annual

☐ Bi-Annual

☐ 5 year Evaluation

School Year: _____

Teacher: _____

Status: _____ P1 _____ P2 _____ Temp _____ Permanent _____

School: _____

Assignment: _____

California Standards for the Teaching Profession	Exceeds District Standards	Meets District Standards	Needs Improvement	Unsatisfactory
Standard One: Engaging and Supporting All Students in Learning				
1.1 Using Knowledge of students to engage them in learning				
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests				
1.3 Connecting subject matter to meaningful, real-life contexts				
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs				
1.5 Promoting critical thinking through inquiry, problem solving, and reflection				
1.6 Monitoring student learning and adjusting instruction while teaching				
Overall Rating:				
Evaluator Comments: _____				
Standard Two: Creating and Maintaining Effective Environments for Student Learning				
2.1 Promoting social development and responsibility with a caring community where each student is treated fairly and respectfully				
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students				
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe				
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students				
2.5 Developing, communicating, and maintaining high standards for individuals and group behavior				
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn				
2.7 Using instructional time to optimize learning				
Overall Rating:				
Evaluator Comments: _____				
Standard Three: Understanding and Organizing Subject Matter/Knowledge				
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks				
3.2 Applying knowledge of students development and proficiencies to ensure student understanding of subject matter				
3.3 Organizing curriculum to facilitate student understanding of the subject matter				
3.4 Utilizing instructional strategies that are appropriate to the subject matter				
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students				
3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content				
Overall Rating:				
Evaluator Comments: _____				
Standard Four: Planning Instruction and Designing Learning Experiences for All				
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction				
4.2 Establishing and articulating goals for student learning				
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning				
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students				

4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students				
Overall Rating:				
Evaluator Comments: _____				
Standard Five: Assessing Student Learning				
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments				
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction				
5.3 Reviewing data, both individually and with colleagues, to monitor student learning				
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction				
5.5 Involving all students in self-assessment, goal setting, and monitoring progress				
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning				
5.7 Using assessment information to share timely and comprehensible feedback with students and their families				
Overall Rating:				
Evaluator Comments: _____				
Standard Six: Developing as a Professional Educator				
6.1 Reflecting on teaching practice in support of student learning				
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development				
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning				
6.4 Working with families to support student learning				
6.5 Engaging local communities in support of the instructional program				
6.6 Managing professional responsibilities to maintain motivation and commitment to all students				
6.7 Demonstrating professional responsibility, integrity, and ethical conduct				
Overall Rating:				
Evaluator Comments: _____				

Note: A check in the areas of Needs Improvement and/or Unsatisfactory indicates area of concern. An overall unsatisfactory rating for a permanent teacher in one or more of Standards One through Five will result in an Improvement Plan. Additional pages may be attached as necessary to support this document.

Comments: _____

Evaluator's Signature _____ Date _____ Evaluatee's Signature _____ Date _____

The employee understands that a signature on this report only means the employee is aware of the content and is not necessarily in agreement with it. A copy of this report will be placed in your personnel file after ten (10) days. You may prepare a response and have that response attached to this document.

Next Evaluation Cycle:
 Contingent upon final approval from Human Resources:

☐ Improvement Plan

☐ Annual; school year _____

☐ Bi-Annual, school year _____

☐ Recommended for 5 year Cycle

☐ Other: _____

**Brea Olinda Unified School District
IMPROVEMENT PLAN
Certificated Employee**

Name: _____

School Year: _____

School: _____

Date: _____

Assignment: _____

Evaluator: _____

Status: Probationary: 1 ☐ 2 ☐ Permanent: ☐ Other: _____

At this time during the evaluation of your performance relative to the California Professional Standards for Educational Leaders, it has been determined that you are not making satisfactory progress in the areas checked below:

- ☐ Standard 1: Engaging and Supporting All Students in Learning
- ☐ Standard 2: Creating and Maintaining Effective Environments for Student Learning
- ☐ Standard 3: Understanding and Organizing Subject Matter
- ☐ Standard 4: Planning Instruction and Designing Learning Experiences for all Students
- ☐ Standard 5: Assessing Students for Learning
- ☐ Standard 6: Developing as a Professional Educator

The following assistance has been, or will be, offered to address the area(s) of improvement noted above.

Identified area of growth	Recommendation for growth/improvement	Pertinent Resources	Specific timeline for improvement
1. Engaging and Supporting All Students in Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ongoing progress assessment*			
2. Creating and Maintaining Effective Environments for Student Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ongoing progress assessment*			
3. Understanding and Organizing Subject Matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ongoing progress assessment*			
4. Planning Instruction and Designing Learning Experiences for all Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Brea Olinda Unified School District
IMPROVEMENT PLAN
Certificated Employee**

Ongoing progress assessment*			
5. Assessing Students for Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ongoing progress assessment*			
6. Developing as a Professional Educator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ongoing progress assessment*			

*Provide next steps and timeline revision.

My signature below acknowledges that we have met, discussed and developed this plan. I understand that my progress assessment shall become a part of my evaluation record.

Print Employee Name

Print Evaluator Name

Employee Signature

Date

Evaluator Signature

Date

Distribution:

- ☐ Human Resources (Info Only)
- ☐ Personnel File
- ☐ Employee
- ☐ Evaluator

Contributions

This chart compares the contributions for our Employee Benefit plans. Your cost for coverage will vary depending on the option and level of coverage you choose.

Medical	Total Monthly Premium (12hly)	Total Premium Paid Monthly for 10 Months*	District Monthly Contribution for 10 Months*	Employee Monthly Contribution for 10 Months*
Kaiser Permanente	HMO	HMO	HMO	HMO
Single	\$505.00	\$606.00	\$458.00	\$148.00
Two Party	\$1,060.00	\$1,272.00	\$958.00	\$314.00
Family	\$1,469.00	\$1,762.00	\$1,359.00	\$403.00
Blue Shield Access+	HMO	HMO	HMO	HMO
Single	\$559.43	\$671.32	\$496.32	\$175.00
Two Party	\$1,175.00	\$1,410.00	\$1,044.00	\$366.00
Family	\$1,628.28	\$1,953.94	\$1,443.94	\$510.00
Blue Shield TRIO	HMO	HMO	HMO	HMO
Single	\$489.09	\$586.91	\$453.91	\$133.00
Two Party	\$1,025.38	\$1,230.46	\$954.46	\$276.00
Family	\$1,420.16	\$1,704.19	\$1,319.19	\$385.00
Blue Shield PPO 5	PPO	PPO	PPO	PPO
Single	\$789.73	\$947.68	\$675.68	\$272.00
Two Party	\$1,658.43	\$1,990.12	\$1,415.12	\$575.00
Family	\$2,298.11	\$2,757.73	\$1,965.73	\$792.00
Blue Shield PPO 3A	PPO	PPO	PPO	PPO
Single	\$840.93	\$1,009.12	\$706.12	\$303.00
Two Party	\$1,765.22	\$2,118.26	\$1,479.26	\$639.00
Family	\$2,445.80	\$2,934.96	\$2,053.96	\$881.00
Dental	Total Monthly Premium (12hly)	Total Premium Paid Monthly for 10 Months*	District Monthly Contribution for 10 Months*	Employee Monthly Contribution for 10 Months*
Delta Dental	PPO	PPO	PPO	PPO
Single	\$62.14	\$74.57	\$64.57	\$10.00
Two Party	\$111.81	\$134.17	\$117.17	\$17.00
Family	\$155.36	\$186.43	\$161.43	\$25.00
Vision (Non-Mgmt, District pays 100% single)	Total Monthly Premium (12hly)	Total Premium Paid Monthly for 10 Months*	District Monthly Contribution for 10 Months*	Employee Monthly Contribution for 10 Months*
VSP	PPO	PPO	PPO	PPO
Single	\$8.92	\$10.70	\$10.70	\$0.00
Two Party	\$17.84	\$21.41	\$10.70	\$10.71
Family	\$26.76	\$32.11	\$10.70	\$21.41
Vision (Mgmt, District pays 100%)	Total Monthly Premium (12hly)	Total Premium Paid Monthly for 10 Months*	District Monthly Contribution for 10 Months*	Employee Monthly Contribution for 10 Months*
VSP	PPO	PPO	PPO	PPO
Single	\$12.71	\$15.25	\$15.25	\$0.00
Two Party	\$25.41	\$30.49	\$30.49	\$0.00
Family	\$38.12	\$45.74	\$45.74	\$0.00
Basic Life & AD&D (District pays 100%)	Total Monthly Premium (12hly)	Total Premium Paid Monthly for 10 Months*	District Monthly Contribution for 10 Months*	Employee Monthly Contribution for 10 Months*
Hartford				
Age 69 & Under	\$1.80	\$1.92	\$1.92	\$0.00
Age 70—74	\$1.28	\$1.25	\$1.25	\$0.00
Age 75+	\$1.05	\$0.96	\$0.96	\$0.00



Brea Olinda Teachers Association

A CTA and NEA Affiliate

CATASTROPHIC LEAVE BANK DEPOSIT FORM

To be completed by employee (please print):

TO: BOUSD Human Resources Office

Fax: (714) 529-2137

From : _____
(Name of Donor)

Site: _____

I hereby irrevocably donate _____ day(s) (at least 1 day, but no more than 3 days maximum of sick leave to the Catastrophic Leave Bank).

As conditions of this donation, I understand that:

1. I have read Article 20 Catastrophic Leave Bank and understand the guidelines involved in contributing to the program.
2. I must have a minimum number of accumulated sick days available of at least ten (10) days.
3. I may donate a minimum of one (1) and a maximum of (3) days per year.
4. Once this donation is accepted by the Human Resources Division staff, the days will be deducted from my accrued sick leave, and will no longer be available for my use as sick leave or retirement credit.
5. I agree to hold the District and BOTA harmless for any and all claims and liabilities arising out of the above deposit.

This donation must be received by the BOUSD Human Resources Office no later than the communicated deadline.

Date

By: _____
Print/Type Name of Donor/Employee

Signature of Donor/Employee

cc: Donor's Personnel File



Brea Olinda Teachers Association

A CTA and NEA Affiliate

CATASTROPHIC LEAVE BANK WITHDRAWAL FORM

To be completed by employee (please print):

Name: _____ Work Location: _____

Position: _____ Date: _____

I am requesting _____ days of sick leave from the Certificated Sick Leave Bank. (10 Days Minimum)

The reason for this request is: _____

The employee has the following catastrophic illness (attach additional page if necessary):

The employee's family member has the following catastrophic illness (attach additional page if necessary):

Family member's name and relationship to the employee:

Does the family member live with you? Yes _____ No _____

As conditions of accepting this donation of sick leave, I understand that:

1. I must have used all of my accrued sick leave prior to using the donated sick leave days for my personal illness.
2. Donated sick leave must only be used for the health condition on this request.
3. I will be required to furnish medical certification of a catastrophic illness/injury on the provided District form. Certification must be enclosed with this request.
4. Before returning to work, I will provide my doctor's statement of my ability to return to work with or without restrictions if the leave is for my health condition. In the event there are work restrictions, a reasonable accommodations meeting shall be held prior to my return.

Employee Signature Date

For Committee Use Only

BOTA CLBC Signature Date

District CLBC Signature Date

BOTA CLBC Signature Date

District CLBC Signature Date

Approval Status: Approved or Denied