

TENTATIVE AGREEMENT

Brea Olinda Teachers Association/CTA/NEA
AND
Brea Olinda Unified School District
for the 2020-2021 school year

February 2, 2021

Article 6 – Compensation

6.1.1

1. For the ~~2019-2020~~ 2020-2021 school year, the District and the Association agree to a ~~two~~ .5 percent (.5%) increase on the salary schedule, including Appendix B Extended Day Payment Schedule. Retroactive to July 1, ~~2019~~ 2020

6.2.1

2. Employees shall receive a one-percent (1%) off-schedule salary increase on Appendix A1, advanced from the Lilac Lane proceeds scheduled to be distributed during year 4.
3. **Stipend increases/ changes**
 - a. Agreement to convene a Sports Stipend Committee for the 21/22 school year
 - b. Elementary Special Education Teachers shall receive a stipend added to the RU Schedule, Group III, RU/VII/03, \$1300, with a pay date of 5/31.
 - c. Change AP Stipend for Semester 1 from 2/28 to 12/31
 - d. Change Activities Director from \$5179 to equal Athletic Director's Stipend on the RU Schedule
 - e. Agreement to review the Athletic Directors schedules, to include teaching and AD Prep periods for the 21/22 school year.
 - f. Elem Robotics Stipend - \$1146 (RU/VII/03, Ext. Day Pay Sched)
 - BOTA agreed to a structure for the program for this adjunct position across the District as overseen by Ed Services.

Article 9 - Leave Provisions

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. Personal Necessity, as defined in Education Code 44981.

9.3.1.1

In unusual circumstances, the Assistant Superintendent of Human Resources may grant extended personal necessity leave, not to exceed earned sick leave, beyond the ten (10) day maximum.

9.3.1.2

For purposes of this provision personal necessity shall be limited to: (1) Death or serious illness of a member of the employee's immediate family that exceeds the authorized bereavement leave; (2) An accident involving the employee's person or property, or the person or property of the employee's immediate family; (3) Other personal necessities, including the death of a close personal friend, or religious holidays; or (4) An administrative hearing or court appearance as a litigant or plaintiff.

9.3.1.3

Unit members may use not more than four (4) of the ten (10) personal necessity days for compelling personal business other than those reasons listed in 9.3.1.1 that can be transacted only during times when the unit member is required to perform services for the District. Determination of what constitutes personal business for a given individual shall be the responsibility of that unit member.

9.3.2.

Such leave for Personal Necessity or Personal Business shall not be used merely for an extension of a holiday or vacation or for purely personal convenience, and it shall be deducted from the bargaining unit member's accumulated sick leave.

9.3.2.1

Such leave shall not be taken on the last day of the quarter, or semester, staff development day, or first or last day of the school year unless in the case of an emergency as listed in 9.3.1.1 or due to an event scheduled out of the bargaining unit member's control (i.e., graduation, school conference, etc.).

9.3.2.1.1

The Assistant Superintendent of Human Resources or designee may grant approval for unusual circumstances not described in Sections 9.3.1.2 or 9.3.1.3

9.3.2 3

The teacher shall notify the principal at least two (2) days before taking such leave (except in the case of emergency or as provided below):

9.3.3.1 No advance application shall be required for leave taken for:

- Death or serious illness of a member of his immediate family
- Accident involving his/her person or property or the person or property of a member of his/her immediate family.

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

9.3.4

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

9.4.2

For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or grandchild of the employee, ~~or the spouse of the employee;~~ and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or established member of any relative living in the immediate household of the employee, or

established member of the immediate household of the employee, as determined by the Superintendent of Human Resources.

Article 10 - Class Size

10.5

~~Secondary Maximum Student Load~~ Class Average of Core Classes shall be as follows:

- ~~Junior High School Maximum Student Load: 200~~ Class Average: 34 (based on 200 student load/6 periods)
- ~~High School Maximum Student Load: 180~~ Class Average: 36 (based on 180 student load/5 periods)

10.5.1

Teachers shall be eligible to receive a stipend of \$500 per semester for class size averages for core classes, exclusive of electives, student load maximums that exceed the average maximum as measured on the fifteenth (15th) day of school during the first semester and as measured on the fifteenth (15th) day of school for the second semester.

10.5.1.2

In order to be eligible to receive the excess class size average stipend as defined in 10.5.1, unit members shall be assigned no less than four (4) core class periods/day, exclusive of electives.

10.6

Class size averages and maximums at the elementary and secondary levels shall apply to core classes only, exclusive of teachers who elect to ~~teach during the school day or~~ take an additional assignment during their prep period. Further, averages and maximums shall not include elective classes such as art, instrumental music, vocal music, drama production, ~~vocational arts,~~ Career and Technical Education, and physical education.

10.6.1

Core classes are defined as: English, Math, Science, Social Studies, excluding electives within the aforementioned subject areas.

Other: The District and Association agree to reconvene the Special Ed committee to discuss the Best Practices document, scheduling and support

Other Compensable Items:

1. The District assumed the Health Benefits premium increase for the 2020 plan year.
2. Due to the COVID-19 Pandemic, the District extended the Federal COVID leave provisions, which expired on December 31, 2020, to June 30, 2021.

February 2, 2020

For the District:



Brinda C. Leon, Asst. Supt. HR



Kerrie Torres, Asst. Supt Ed Services



Rick Champion, Asst. Supt. Business



Pree Bhattachayra, Principal Representative



Josh Porter, Principal Representative



Jeanine Leech, Admin Director

For the Association:



Jen Collier, Lead Negotiator



Glenda Bartell, BOTA President