

**BREA OLINDA UNIFIED SCHOOL DISTRICT  
COLLECTIVE BARGAINING AGREEMENT  
WITH  
BREA OLINDA TEACHERS' ASSOCIATION  
EFFECTIVE 07/01/01 – 06/30/04**

ADOPTED MARCH 25, 2002

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## PREAMBLE

This is an Agreement made and entered into this twenty-fifth day of March, 2002, 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**").

**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 13337.3 and 1333.6; and excluding all other positions not designated, including: Superintendent, Assistant Superintendents, Coordinator of Special Programs, Principals, Assistant Principals, Deans, Counselors, Psychologists, Speech Therapists, 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.

**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.

### 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 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.

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

## 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 activities.
- 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 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.

4.1.8.1.1A 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.

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 race, color, creed, age, sex, political affiliation, residence, marital status, physical handicap, national origin, or membership in 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**.
- 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.

**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 I**

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.

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 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.

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, and 3, and a clear, concise statement of the reasons for the appeal and names of witnesses and all documents admitted at the arbitration in Level 3 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.

**ARTICLE 6**  
**COMPENSATION**

- 6.1 Effective July 1, 2001, the attached salary schedule (Appendix A1) shall be adopted for the current school year. The new salary schedule reflects:
- 6.1.1 A 4% increase in cell III-1,
  - 6.1.2 The re-establishment of constant relationships between steps (4%) and columns (5.5%),
  - 6.1.3 The addition of a new column with five (5) steps for teachers entering the profession without preliminary or clear credentials authorized by the California Commission on Teacher Credentialing; the cells in that column calculated to be 90% of the similar cells in Column III. This new column will be used to place any new hires after ratification of this agreement. Once an employee earns a preliminary or clear credential, that employee will be placed on the appropriate cell of the salary schedule based on current years of service credit and approved units past the Bachelor's degree. Current employees without preliminary or clear credentials will continue to be grand-fathered under previous placement and advancement provisions.
  - 6.1.4 Changing the longevity steps in Columns V and VI to 5% at 21 years and 6% at 26 years,
  - 6.1.5 The elimination of longevity steps in Columns III and IV. Employees currently on longevity steps in Columns III and IV will be maintained at current salary until the employee earns units to move into Columns V or VI. Salary increases applied to the salary schedule will apply to these employees.
  - 6.1.6 The preceding salary enhancements apply retroactively to July 1, 2001 only to base

salary as documented on the salary schedule. All assignments listed in the Extended Day Payment Schedule (Appendix B) will remain at the 2000 - 2001 levels for the entire 2001-2002 school year. An amount equivalent to 4% of the total salary related costs for the implementation of Categories I through VII of the Extended Day Payment Schedule will be set aside for negotiating changes to that schedule for the 2002-2003 school year. This option provides no increase to hourly rates.

6.1.7 Effective July 1, 2002, one additional duty day will be added to the teacher work year that will be dedicated to staff development activities that will qualify for State reimbursement.

6.2 Health benefits include medical, dental, vision, and life insurance. The school district and employee will each contribute half of any health benefits premium increase, which will not exceed ten percent (10%). The school district and employee will share equally in any health benefits premium decrease as well. The district's and union's representatives to the health benefits trust (MEBA) will with other MEBA representatives work to hold health benefits premium increases to not more than ten percent even if the health benefits must be adjusted to maintain the ten percent ceiling. Each year's health benefits premium will be the basis for calculating the ten percent ceiling for the ensuing year. Unless otherwise determined by the health benefits trust (MEBA), medical, vision, and life insurance will be provided district employees through MEBA and dental benefits will be provided by the Keenan JPA or MEBA if available.

6.2.1 The employee contributions for full time active employees to the medical and dental plans provided through MEBA will be adjusted as noted in Appendix E. The effective date of these new contribution levels will be determined after ratification of this agreement, but will be implemented no sooner than after the first full month following ratification.

- 6.3 Any person initially employed by the School **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 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 the administration.
- 6.4 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.
- 6.5 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.
- 6.6 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 rate of 31¢ per mile, on the 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 the 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 the administration.
- 6.7 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.
- 6.8 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 claims. After the first Plan "year", the Plan will be September 1 through August 31.

6.9 Insurance Incentive for Early Retirement

An employee who commences PERS or STRS 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:

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

6.9.2 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,

6.9.3 When the employee reaches the age of 67 or qualifies for Medicare benefits, whichever comes first, 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.

**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, except that if two applicants are equally qualified, preference shall be given to the applicant who did not have the opportunity to teach the previous year. However, 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.

## 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.
- 8.2 Included within the duties and responsibilities specified in Section 8.1 hereinabove 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.
- 8.3 Included within the duties and responsibilities specified in Section 8.1 hereinabove are: attendance at Open House, Back-to-School Night activities, a reasonable number of staff meetings, 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.
- 8.4 All extra duty assignments listed on the Extended Day Payment Schedule and outside the

workday will be on a voluntary basis.

- 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 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, he/she shall be remunerated at his/her prorata 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 judgement dictates. A maximum of thirty (30) minutes of this day is to be used for District or school faculty meetings.
- 8.8 Combination classes will be assigned on a voluntary basis, whenever possible. Except in cases of state class-size reduction, these classes are to have an enrollment of ten (10) percent less than an average of the two grade levels involved. Teachers will be consulted on which students are to be assigned to a combination class.
- 8.9 For Brea Olinda High School and Brea Alternative High School teachers, at least one (1) period per day will be reserved as a preparation period. High school teachers will be assigned not more than five (5) periods of class assignment and alternative high school teachers not more than six (6) periods. For Brea Junior High School teachers, at least one (1) period per day will be reserved as a preparation period. These teachers will be assigned

not more than six (6) periods of class assignment. According to past and present practice, any teacher who accepts more than the standard number of assignments will be remunerated at his/her prorata hourly rate. Since Brea Olinda High School students may have a seven (7) period day, the **District** agrees that no teacher will be assigned "0" period and "6" without prior permission of the teacher.

- 8.10 To receive the extra pay for extra work, the school year will be composed of 186 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. The **District** and the **Association** agree that if the incentives for extending the year are discontinued, the school year will be 181 workdays with 176 teaching days.
- 8.11 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.
- 8.12 The **District** will make every effort to assign substitute teachers in their major or minor. If a substitute is assigned to a particular class, every effort will be made to continue him/her in that assignment until the regular teacher returns to duty.
- 8.13 The **Association** president may be granted release time by the **District** not to exceed five (5) hours per week 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.
- 8.14 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 prorata rate. If the teacher accepts a part of another class, a proportionate amount of his/her prorata hourly rate will be paid (based on 7.5 hour day). This does not apply to platooning or other

instructional reorganization.

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

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

Kindergarten teachers will instruct students 205 minutes with 110 additional instructional minutes to be determined by the principal based on site needs.

8.15.1 The **District** and the **Association** shall form a joint committee of equal representation to investigate issues and options related to common dismissal times at elementary schools and the establishment of preparation time for non-class size reduction classes at said schools. The committee shall forward its report and possible recommendations to both bargaining teams prior to 6/1/99. Only by mutual agreement may the **District** and the **Association** bargaining teams return to the negotiating table to address the committee report/recommendations described herein. If said report/recommendations are not cost neutral, the economic conditions prescribed in Item 2 above may need adjustment in order to finance any bilateral agreement that may be reached related to non-class size reduction class preparation time and common dismissal times at elementary schools.

**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 Collective 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 unit 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) days 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 prorata amount of accumulated leave.
- 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 seven (7) 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 BOTA believe in the professionalism of our employees in using the leave provisions in this agreement. The parties agree to pilot a change in Personal Necessity provisions of this agreement. The parties agree to develop criteria and collect data on the costs of the implementation of the modified contract language during the 2002-2003 school year. Should the costs to the District increase during 2002-2003 based on the criteria developed, the parties agree to work collaboratively to contain or reduce costs for the 2003-2004 school year.

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, Personnel.

## 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 therefrom. 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.

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 therefrom, 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.

## 9.6 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.
- 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 A unit 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 Inservice 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.

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 All requests for leave without compensation, increment seniority, or tenure credit, may be granted for a period of up to one (1) school year to any teacher. Such leaves may be renewed.

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** Personnel 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.

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.).

**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.

## 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 "Request for Transfer" form and sent to the personnel 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 May 15 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 "Request for Transfer" 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.

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 a 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.

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

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 shall be prepared in order of **District** seniority.

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

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.

**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.
- 12.3 No later than December 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 in which the evaluator and the certificated employee shall review the observation of the lesson and what is to be incorporated into the written evaluation.
- 12.6 If any deficiencies are indicated by an observation report, the evaluator shall thereafter confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist him/her in such performance.
- 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 Except as provided for in the Peer Assistance and Review (PAR) Program, 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 therefrom, 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 444031.
- 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.
- 12.12 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 be required to participate in the PAR Program as outlined in Article 18.

## 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.
- 13.7 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.

**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.

**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.

## **ARTICLE 16**

### **TERM**

- 16.1 This agreement shall remain in force from July 1, 2001, through June 30, 2004, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 30, of its request to modify, amend, or terminate the agreement.
- 16.2 The parties agree for the term of this agreement to annually reopen negotiations on Compensation (Article 6) and Calendar (Article 17). BOTA and the District also agree to reserve the option to open one article each of their own choosing each year. Other sections of the Collective Bargaining Agreement may be reopened throughout the year for negotiations by mutual consent.

## ARTICLE 17

### CALENDAR

- 17.1 The bargaining unit work calendar will be determined annually by a committee composed of representatives from BOTA and the **District** which will subsequently be ratified by the BOTA Executive Board and 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 one (1) 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 Effective 2002 - 2003 the calendar will reflect a 186-day work year, four days of which will be set aside as teacher preparation days and two days which will be set aside as staff development days.

## ARTICLE 18

### PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

**MISSION STATEMENT:** The Brea Olinda Teachers Association and the Brea Olinda Unified School 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 BOUSD and BOTA.

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.

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 BOUSD and BOTA.

### 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.

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).

18.3.3.2A 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.

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.

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 BOUSD Board of Education and BOTA.

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 Four (4) 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.

18.5.1.2 Three (3) District administrators, at least one (1) of whom is an elementary administrator and one (1) is a secondary administrator.

18.5.2 Appointments as Joint Panel members shall terminate in the event that State funding is terminated.

18.5.3 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.

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

- 18.5.5 Qualifications for teacher members of the Joint Panel shall be the same as those for Consulting Teacher as stipulated in Section 18.6 below.
- 18.5.6 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.
- 18.5.7 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.
- 18.5.8 The Joint Panel shall be provided with the number of released days needed to conduct PAR business.
- 18.5.9 The Joint Panel shall make all decisions through consensus. Failing consensus, decisions shall be made by majority vote.
- 18.5.10 Responsibilities of the Joint Panel shall include the following:
- 18.5.10.1 Develop and publicize the criteria for selection of the PAR Providers, including development of applications for each position.
  - 18.5.10.2 Annually review and revise, as necessary, the PAR Provider applications.
  - 18.5.10.3 Establish the meeting schedule with a minimum of eight (8) 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.
  - 18.5.10.4 Attend all scheduled meetings of the Joint Panel.
  - 18.5.10.5 An official Joint Panel meeting shall require a quorum of at least four (4) of the seven (7) 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.

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

18.5.10.7 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.

18.5.10.8 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.

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

18.5.10.10 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.

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

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

18.5.10.13 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.

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

18.5.10.15 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.

18.5.10.16 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.

18.5.10.17 Collaborate with the Assistant Superintendent, Human Services, to develop the annual program plan and budget using the funds designated by AB1X.

8.5.11 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.

8.5.12 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.

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.

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

18.7.3.1.1 Consulting Teacher shall receive an annual stipend of \$500 over and above the teacher's regular salary for 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 \$3000 over and above the teachers' regular salary.

18.7.3.1.3 Staff Development Consultants shall receive an annual stipend of \$1000 over and above the teachers' regular salary. In addition, they will be compensated at their prorated hourly rate for any additional services required of them by the Joint Panel. Any inservices offered by the staff developer shall be compensated at \$150 for 1/2 day, and \$300 for full day. The staff development program shall be developed by the Joint Panel, its Staff Development Consultants, and the Assistant Superintendent, Human Services, or his/her designee.

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 Providers shall be compensated at the rate established by the County Consortium. In addition they shall receive a stipend of \$500 up to a maximum of two (2).

18.7.3.4 Peer Coaches (District BTSA Support Providers) shall receive an annual stipend of \$2000 per teacher up to a maximum of two (2).

## 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.

18.8.4 The 2000 - 01 peer assistance and review provisions contained herein shall be subject to automatic negotiations for 2001 - 02.

18.8.5 The following phrase shall be added to the beginning of Section 12.8 of the current collective bargaining agreement: Except as provided for in the Peer Assistance and Review Program.

## 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 inservice 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.

**SIGNATURE PAGE**

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

\_\_\_\_\_  
Chief Negotiator for the District

CBC Chair

\_\_\_\_\_  
Date

Date

\_\_\_\_\_  
BOUSD Board President

BOTA President

\_\_\_\_\_  
Date

Date

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 III - VI 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 classification 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 class 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. Class placement shall be made on the basis of verified transcripts showing degrees and semester units earned. All units for class placement must be earned after attaining the

Bachelor's Degree.

- M. Employees moving to a new class 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 satisfactory performance in all measurement categories.
- O. Aphasia teachers will receive an additional 4% above their placement on the salary schedule.
- P. No new provision contained in this policy statement shall be retroactive.
- Q. 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).
- R. 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.
- S. Bilingual Stipends  
The following annual salary stipends shall be paid to unit members:
- A stipend of \$500 for the SDAIE, LDS, or CLAD Certificate
  - A stipend of \$750 for the BCC or BCLAD Certificate

### **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.

**ELEMENTARY PREPARATION TIME**

Notwithstanding any other provision of the current collective bargaining agreement between the parties, the Association and the District have agreed, as follows:

1. As soon as administratively feasible, the District shall employ additional teacher and paraprofessional time in order to implement a specialized program of physical education instruction for students at grades 1-6. The purpose of this program shall be:
  - 1.1 to provide regular teachers at said grade levels with the approximate equivalent on one hundred (100) minutes of released time for each two (2) week period,
  - 1.2 to relieve said teachers from the primary responsibility for teaching physical education during said periods of released time,
  - 1.3 to utilize said periods of released time for teacher preparation and conference.
2. In conjunction with the implementation of said specialized program of physical education instruction, all grade levels at an elementary school in the District shall have a common beginning and ending time for students in grades 1-6.
3. Because the specialized physical education program contemplated herein will be financed from one-time sources of District revenue, Brea Olinda Unified School District reserves the right, at its sole and exclusive discretion, to discontinue said program at any time in the future.
  - 3.1 If said program is discontinued, and if State law permits, and elementary school's beginning and ending times for students at grades 1-6 shall revert to approximately the same times as existed prior to the implementation of this agreement.
  - 3.2 In the event of discontinuance of this specialized program of instruction in physical education, a regular classroom teacher shall resume the primary responsibility for the physical education instruction required for his/her class.
4. Kindergarten teachers shall be provided with the same amount of released time for preparation and conference activities as granted to teachers at grades 1-6. This shall be accomplished by subtracting said amount of released time from the off-session teaching responsibility that the kindergarten teacher now has.

For example, kindergarten teachers have had a three hundred (300) minute per week (i.e.60 minutes per day) responsibility to assist in kindergarten activities during his/her AM or PM off-session. Said kindergarten teacher will now have only a two hundred-fifty (250) minute per week (300 minus 50) responsibility, but will continue to be responsible for the full program of physical education instruction for his/her kindergarten class.

5. 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.