

TENTATIVE AGREEMENT
Between BOTA/CTA/NEA and
Brea Olinda Unified School District
2018-19 School Year Negotiations

Article 6 - Compensation

- 6.1.1 (To replace current contract language) For the 2018-19 school year, the District and Association agree to a two and one-half (2.5%) percent increase on the salary schedule, including Appendix B Extended Day Payment Schedule, retroactive to July 1, 2018.
- Appendix B Extended Day Payment Schedule
 - Group III Elementary Blended Classroom Instruction RU/VII/03: ~~\$520~~
\$1000
 - Junior High:
 - ~~Group V: Pep Squad/Athletic Coordinator RU/IV/05 \$1500~~
 - Group V: Pep Squad Coordinator RU/IV/05 \$1500
 - High School:
 - Head Varsity GA Track Stipend: move from Group III to Group II
 - Head Varsity Track Stipend: move from Group III to Group II
 - HS PBIS: Class VI \$2864

Article 8 - Hours

- See attached Article 8

Article 9 - Leave Provisions

- See attached language for Section 9.15 Catastrophic Leave Bank

Article 11 - Transfers

- See attached new Article 20: Shared Elementary Employment Contract

Article 12 - Evaluation

- See attached Article 12
- See attached revised Evaluation document - Appendix C
- See attached new Improvement Plan - Appendix C

Appendix A

- See attached Appendix A Implementary and Interpretive Certificated Salary Schedule Regulation

Appendix E

- See attached forms for Catastrophic Leave Bank

Dated: October 4, 2018

For District:



Brinda Leon, Asst. Supt. HR

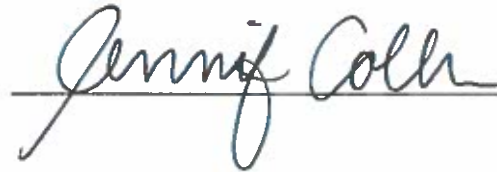


Kerrie Torres, Asst. Supt. Ed. Services



Jean Aldrete, Asst. Supt. Bus. Services

For BOTA:



District Proposal To BOTA

October 4, 2018, #5

Article 8 Hours

8.9

~~The District and the Association agree to meet and confer at a time mutually agreeable to both parties to discuss CSR mandates and related revenue.~~

8.10

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

8.13

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.~~

8.14

8.14.1 The Association president may be granted release time by the District not to exceed ~~one (1) day per week~~ thirty-five (35) days per year, to carry out lawful Association duties, providing the Association reimburses the District at a substitute rate of pay (based on the 7.5 hour workday) for any such release time, and providing further, such time is not used in connection with any strike or related concerted activities. District and the Association shall mutually agree on the exact teaching schedule for the President.

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

8.21 Online Classes

8.21.1

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

8.21.2

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

8.21.2.1

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

8.21.2.2

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

8.21.2.3

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

8.21.2.4

The District assumes responsibility for technical support.

8.21.2.5

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

8.22

~~The Association and the District conceptually agree to implement a 7-period day at Brea Junior High School commencing in 2017-2018. In the first quarter of the 2016-2017 school year, a task force of administration and Brea junior High School teachers, along with one representative selected by BOTA leadership, will meet to explore all scheduling possibilities. The charge of the committee will be to create an implementation plan consisting of a cost neutral daily schedule. For the remainder of the year, Brea Junior High School administration and teachers will meet to develop course offerings and finalize the 2017-2018 implementation plan.~~

With the implementation of the ~~a cost neutral~~ 7-period day for the ~~2017-18~~ schedule, Brea Junior High School teachers ~~will no longer~~ are not be responsible for assigned and designated before school, snack and after school supervision.

Brea Olinda Unified School District Counter to
Brea Olinda Teachers Association/CTA/NEA
for the 2018-2019 school year

October 4, 2018

Article 9 – Leave Provisions

Change the whole Section of 9.15

9.15 Catastrophic Illness Leave Policy Catastrophic Leave Bank

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

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

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

9.15.1.2.2 - Family member shall be defined consistent with Article 9.4.2.

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

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

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

9.15.4 – An employee may donate up to 3 days of leave to the Bank annually, so long as the minimum number of accumulated sick leave days available in

the employee's own sick leave account does not fall below 10 days at the time of donation.

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

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

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

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

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

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

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

9.15.10.1 - A unit member who has exhausted sick leave but still has a differential leave available is eligible for a withdrawal from the Bank. Use of the Catastrophic Leave Bank benefit is allowable only as a

supplement to such differential leave. The District shall pay the unit member full pay and the Bank shall be charged one-half.

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

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

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

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

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

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

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

~~9.15 Catastrophic Illness Leave Policy~~

~~9.15.1 General Provisions~~

~~9.15.1.1~~

~~A permanent employee suffering from a catastrophic illness or injury who will exhaust all sick leave and other paid time off may request donations of unused sick leave.~~

~~9.15.1.2~~

~~A catastrophic illness or injury is one that incapacitates an employee for an extended period of time (thirty (30) consecutive days or more), and is so serious in nature as to require extensive or long term treatment, and creates a financial hardship for the employee because all sick leave, including differential, has been used. Employees may be eligible, at their own cost, to obtain a policy through CTA to cover the salary gap while on differential.~~

~~9.15.2 Requests for Donated Sick Leave~~

~~9.15.2.1~~

~~An employee eligible to receive catastrophic sick leave donations shall file a "Request for Donated Unused Sick Leave" (see Appendix E) with the Personnel Department. The request must be received prior to the last day of paid leave. The request must include written verification by a physician describing the incapacitating nature and probably duration of the illness or injury.~~

~~9.15.2.2~~

~~The maximum number of donated sick leave days that may be utilized by an employee for a catastrophic injury or illness shall not exceed sixty (60) work days. Donated sick leave shall begin after differential leave is exhausted, and shall be in full day increments.~~

~~9.15.2.3~~

~~Upon receipt of the "Request for Donated Unused Sick Leave", the Assistant Superintendent, Personnel & Educational Services shall determine:~~

~~9.15.2.3.1~~

~~That the requesting employee is unable to work for an extended period of time due to the catastrophic illness or injury; and~~

~~9.15.2.3.2~~

~~That the employee will exhaust all accrued paid leave, including differential leave; and~~

~~9.15.2.3.3~~

~~That the doctor's note indicates the requesting employee shall be unable to work for at least the duration of the period of donated sick leave requested, and demonstrates that the illness or injury is catastrophic. Upon verification as required above, the Assistant Superintendent Personnel & Educational Services shall approve the transfer of donated accrued sick leave.~~

~~9.15.3 Transfer of Donated Sick Leave~~

~~9.15.3.1~~

~~Upon verification of the "Request for Donated Unused Sick Leave," District employees shall be informed of the request and the number of days of donated sick leave being requested.~~

~~9.15.3.2~~

~~Donations of sick leave shall be transferred to the recipient, as needed, in the order they are received by the Personnel Department.~~

~~9.15.3.3~~

~~In the event there is insufficient number of donated sick leave days to cover the request, employees shall be informed of the means by which additional donations may be made.~~

~~9.15.3.4~~

~~In the event there are a greater number of donated sick leave days than is needed, the sick leave not used by the recipient shall be returned to the individual donors in the reverse order they have been received.~~

~~9.15.4 — Donations of Sick Leave~~

~~9.15.4.1~~

~~An employee who wishes to make a donation of sick leave shall file a "Sick Leave Donation Form" (see Appendix E) with the Personnel Department.~~

~~9.15.4.2~~

~~Donations of sick leave may only be made in full day increments and are limited to five (5) days per employee.~~

~~9.15.4.3~~

~~Donations are confidential and voluntary.~~

~~9.15.4.4~~

~~Donations of sick leave shall be irrevocable, except under Section 9.15.3.4 above.~~

~~9.15.4.5~~

~~To ensure that employees retain sufficient accrued sick leave to meet the needs that normally arise, donors shall not reduce their accumulated sick leave balance to fewer than twenty (22) days.~~

**BREA OLINDA UNIFIED SCHOOL DISTRICT
REQUEST FOR DONATED UNUSED SICK LEAVE**

A permanent employee suffering from a catastrophic illness or injury which is so serious in nature as to require extensive or long-term treatment, and creates a financial hardship for the employee because all sick leave, including differential, has been used, may request donations of unused sick leave. An employee eligible to receive catastrophic sick leave donations shall file this "Request for Donated Unused Sick Leave" form before all sick leave and other paid time off is exhausted. The physician note must cover the entire period for which sick leave is requested. Please submit this completed form to Personnel Services.

To be Completed by Employee:

NAME _____ SCHOOL/DEPT _____

EMPLOYEE PIN # _____

HOME ADDRESS _____

TELEPHONE _____ CELL _____

Number of Donated Sick Leave Days Requested: _____

Signature _____ Date _____

To be Completed by Physician:

A catastrophic illness or injury is one that incapacitates an employee for an extended period of time and is so serious in nature as to require extensive or long-term treatment. Describe the nature of the catastrophic illness or injury:

Indicate the probable duration of the illness or injury and return to work date: _____

Signature of Physician _____ Date _____

If you have any questions concerning the District's Donation of Sick Leave program, please contact Personnel at (714) 990-7818.

Distribution: Original to Personnel; copy for Payroll and Originator

Appendix E

BREA OLINDA UNIFIED SCHOOL DISTRICT PROCEDURE FOR DONATION of SICK LEAVE

General Provisions

- A permanent employee suffering from a catastrophic illness or injury that has exhausted all sick leave and other paid time off may request donations of unused sick leave.
- A catastrophic illness or injury is one that incapacitates an employee for an extended period of time and is so serious in nature as to require extensive or long-term treatment, and creates a financial hardship for the employee because all sick leave, including differential, has been used.

Requests for Donation of Sick Leave

- An employee eligible to receive catastrophic sick leave donations shall file a "Request for Donated Unused Sick Leave" with the Personnel Department before sick leave (including differential leave) is exhausted. The request must include written verification by a physician describing the incapacitating nature and probable duration of the illness or injury. A physician's note must cover the entire period for which donated unused sick leave is requested.
- The maximum number of donated sick leave days that may be utilized by an employee for a catastrophic injury or illness shall not exceed sixty (60) work days. Donated sick leave shall begin after differential leave is exhausted, and shall be in full day increments.
- For information and calculations regarding donations to or from employees working less than full time, please contact the Personnel Department.



Brea Olinda Teachers Association

A CTA and NEA Affiliate

CATASTROPHIC LEAVE BANK WITHDRAWAL FORM

To be completed by employee (please print):

Name: _____ Work Location: _____

Position: _____ Date: _____

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

The reason for this request is: _____

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

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

Family member's name and relationship to the employee:

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

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

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

Employee Signature

Date

For Committee Use Only

BOTA CLBC Signature

District CLBC Signature

BOTA CLBC Signature

District CLBC Signature

Approval Status: Approved or Denied



Brea Olinda Teachers Association

A CTA and NEA Affiliate

CATASTROPHIC LEAVE BANK DEPOSIT FORM

To be completed by employee (please print):

TO: BOUSD Human Resources Office

Fax: (714) 529-2137

From : _____
(Name of Donor)

Site: _____

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

As conditions of this donation, I understand that:

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

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

Date

By: _____
Print/Type Name of Donor/Employee

Signature of Donor/Employee

cc: Donor's Personnel File

District Proposal to BOTB
September 28, 2018

Article 12 Evaluation

12.1

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

12.2

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

12.2.1

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

12.3

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

12.4

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

12.5

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

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

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

12.6

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

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 there from, formal or informal, verbal or written, shall be included in this employee's evaluation.~~

12.9

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

12.10

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

12.11

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

12.11.1

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

12.12

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

12.13

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

12.14

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

12.15

If a permanent teacher receives an unsatisfactory rating in one or more of Standards One through Five of the District teacher evaluation form, he/she will be required to participate in the PAR Program as outlined in Article 18. receive an Improvement Plan notating areas of deficiencies and recommendations for improvement. The Improvement Plan may be developed jointly between the evaluator and evaluatee.

~~12.16~~

~~The District and the Association agree to form an evaluation committee comprised of three (3) District representatives to be determined by the District and three (3) Association representatives to be determined by BOTA, to study current and other teacher evaluation systems including CTA's Teacher Evaluation Framework and~~

~~The Thoughtful Classroom Teacher Effectiveness Framework to enhance BOUSD's evaluation system. The goal of the committee will be to make recommendations on an evaluation system that is aligned with current best practices and designed to improve professional practice and student learning.~~



TEACHER EVALUATION

Evaluation Cycle:	
<input type="checkbox"/> Annual	
<input type="checkbox"/> Bi-Annual	
<input type="checkbox"/> 5 year Evaluation	

School Year: _____
 Status: ___ P1 ___ P2 ___ Temp ___ Permanent ___

Teacher: _____
 School: _____
 Assignment: _____

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

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

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

Comments: _____

Evaluator's Signature _____ Date _____

Evaluatee's Signature _____ Date _____

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

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

Improvement Plan

Annual; school year _____

Bi-Annual; school year _____

Recommended for 5 year Cycle

Other: _____



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

Name: _____

School Year: _____

School: _____

Date: _____

Assignment: _____

Evaluator: _____

Status: Probationary: 1 2 Permanent:

Other: _____

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

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

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

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



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

Experiences for all Students			
Ongoing progress assessment*			
5. Assessing Students for Learning			
Ongoing progress assessment*			
6. Developing as a Professional Educator			
Ongoing progress assessment*			

*Provide next steps and timeline revision.

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

Print Employee Name

Print Evaluator Name

Employee Signature

Date

Evaluator Signature

Date

Distribution:

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

Brea Olinda Unified School District

BOTA Negotiations

Proposal #3

October 4, 2018

ARTICLE 20

SHARED ELEMENTARY EMPLOYMENT CONTRACT

20.1 DEFINITION

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

20.2 ELIGIBILITY

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

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

20.3 SELECTION OF POSITION AND APPLICANTS

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

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

20.4 SHARED CONTRACTS

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

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

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20.5 RETURN TO FULL-TIME EMPLOYMENT

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

20.6 COMPENSATION

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

20.7 TIME REQUIREMENTS

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

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

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

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

20.8 WORK YEAR

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

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

20.9 IMPLEMENTATION OR RENEWAL

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

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

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

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

20.10 INVOLUNTARY TRANSFER

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

20.11 ABSENCES

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

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unit member shall have the option of:

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

20.12 SENIORITY

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

SHARED CONTRACT APPLICATION
Article 20 – Shared Elementary Employment Contract

Application Type: <input type="checkbox"/> New Request <input type="checkbox"/> Renewal
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APPLICATION

Shared contract applications must be submitted to Human Resources on or before March 15th. Include a calendar delineating the specific dates each teacher will work.

Names of Unit Members:

1)	# of Days
2)	# of Days

Position: _____ **School:** _____

JOB SHARING AGREEMENT

Explain the division of responsibilities for each of the areas listed below, stating the name and specific responsibilities of each applicant.

Attendance at school meetings, to include PLC and Teacher Prep Days:

Attendance at district meetings (when applicable):

Adiunctive duties:

Curricular Responsibilities:

Parent Conferences:

Report card preparation, etc.:

I acknowledge that:

- Job sharing is a voluntary sharing of a position involving permanent unit members and includes, but is not limited to, a division of the responsibilities. It **MUST** be approved by the Principal, Assistant Superintendent of Human Resources and Board of Education. Yes
 No

- My signature below acknowledges that I understand that attendance at district mandated in-service days is a condition of the shared contract agreement and I will comply with this mandate, per section 20.7. Yes
 No

- Additional days beyond my share of contract days shall be compensated at my per diem rate of pay. Yes
 No

- Approval by the principal has been obtained as evidenced by the principal's signature below. Yes
 No

- Should one of the unit members in a shared contract assignment be unable to complete the remainder of the school year, the remaining unit member may assume the full-time position. Yes
 No

SHARED CONTRACT APPLICATION
Article 20 – Shared Elementary Employment Contract

Application Type:

New Request

Renewal

- Salaries, benefits and leaves will be prorated to reflect the time worked and the salary earned, according to the contractual Agreement. Yes
 No

- Contributions to the State Teacher’s Retirement System (STRS) will be proportionate to the time worked and salary earned according to the contractual Agreement. Yes
 No

- This is a one (1) year agreement which may be renewed by application, pursuant to the terms of Article 20, Shared Elementary Employment Contract. Yes
 No

- Unit members may not adjust their shared contract schedule without prior approval from the Site Administrator and Human Resources. Yes
 No

- Unit members may serve as substitutes for one another at the substitute rate of pay. Yes
 No

- Once approved by the District, a shared contract agreement can be revoked only with the mutual consent of the District and both unit members. Yes
 No

- Step advancements will be earned pursuant to Article 20, section 20.6. Yes
 No

- The terms of the shared contract employment pursuant to Article 20 may not be altered. Yes
 No

Teacher Date

Teacher Date

Principal Date

Assistant Superintendent, Human Resources Date

For Certificated Human Resources’ Use Only

Requirements Completed:

_____ Most recent evaluation for unit members requiring a transfer has an overall rating of “meets or exceeds”

_____ Credential - Appropriate to Position

_____ Submitted for Board Approval

Assistant Superintendent, Human Resources

Date

Article 16 Term

16.1

All sections of the Agreement shall remain in full force and effect from July 1, ~~2017~~ 2018 through June 30, ~~2018~~ 2019.

16.2

The parties agree to reopen negotiations for the ~~2018-2019~~ 2019-2020 year following the Governor's January ~~2018~~ 2019 budget proposal by March 30, ~~2018~~, 2019, unless the parties mutually agree to open sooner.

District Proposal to BOTB

April 18, 2018

Appendix A Implementary and Interpretative Certificated Salary Schedule Regulations

- A. The Brea Olinda Unified School District does not hire personnel with a provisional or emergency credential, except in the area of Special Education.
- B. Placement in Columns A - D requires a valid California credential, which includes a partial fulfillment of the requirements for a full credential.
- C. New teachers on the certificated schedule shall be granted a maximum credit of ten years on a year-for-year basis for out-of-District experience in any public or private school so long as the candidate gained the experience under a valid general, standard, or partial fulfillment teacher's credential.
- D. New personnel who have had appropriate industrial, business, or vocational experience on a full-time basis may be placed on the salary schedule in the appropriate column for which he/she may qualify with each experience step representing one full year of assignment in related experience.
- E. Experience credit for fractional years shall be the same as that for State retirement; i.e., 75% of the total number of teaching days in the school year.
- F. Substitute teaching will not be considered for salary placement.
- G. In accordance with Education Code Section 44931, a certificated employee re-employed by the District after an absence of no more than 39 months shall be placed on the next experience step to that previously held.
- H. Experience increments are granted at the beginning of the school year. One increment or step in the salary schedule shall be granted for each year of District service until the step/column maximum is reached. Summer school teaching shall not apply toward experience credit. (A year of service is defined as 75% of the total number of teaching days in the year.)
- I. Only those units (upper division and graduate) acquired after attaining the Baccalaureate Degree are applicable for column placement on the salary schedule.
- J. A quarter unit is defined as two-thirds of a semester unit.
- K. Units to be credited must clearly be in a relevant teaching field and/or in education. Prior approval must be obtained from the Superintendent or his designated representative for substitutions.
- L. Column placement shall be made on the basis of verified transcripts showing degrees and semester units earned. All units for column placement must be earned after attaining the Bachelor's Degree. Bargaining Unit members may be placed on Column D if they attain a doctoral degree without having attained a Master's Degree.
- M. Employees moving to a new column shall be placed on the appropriate step consistent with total accumulated District service.
- N. Advancement on the salary schedule is predicated upon an evaluation of meeting District standards in all measurement categories.
- ~~O. Speech and Language Pathologists will receive an additional 8% above their placement on the salary schedule.~~
- P. Q. No new provision contained in this policy statement shall be retroactive.
- Q. P. Teachers may be granted salary schedule credit, at the discretion of the District, for previously approved lower division college credits in subjects that:
- Are commonly taught in District schools and where the content field has recently undergone substantial changes,
 - Are recently being introduced to District curriculum,
 - Are needed as a foundation for a new teaching major or minor in a subject field offered in District schools (to be credited upon completion of said new major/minor).
- R. Q. Part-time or shared contract teachers will gain years of service credit in increments that are equal to the percentage of years worked. These teachers will advance on the salary schedule when the total of the percentages equal a full year. Salary placement will occur at the beginning of the school year only. Any part of a year above the full year will be counted toward the next full year of service.
- ~~S. R.~~ Summer School Pay

For summer school teaching assignments, teachers will be paid an hourly rate of 1/1000 of step 2 of the column for which they qualify.