2018-2019

Collective Bargaining Agreement

Between the

Brawley Union High School District

and the

Brawley Union High School Teachers Association (BUHSTA)

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ARTICLE I RECOGNITION

A. The District recognizes the Brawley Union High School Teachers Association/CTA/NEA for purposes of collective bargaining pursuant to the EERA, as the exclusive representative of a unit consisting of all certificated employees of Brawley Union High School District, excluding Superintendent, Assistant Superintendent, Principals, Assistant Principals, Director of Projects, Designated Pupil Personnel Unit, and substitute teachers.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers", "employees" or "unit members".

B. All contractual negotiations between the District and the Association will be held in "good faith" which is in accordance with the EERA.

ARTICLE II DISTRICT RIGHTS

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 rights to:

- determine its organization; direct the work of its employees;
- 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;
- ensure the rights and educational 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 allocations;
- determine the methods of raising revenue;
- take action in the event of an emergency that calls for immediate action including, but not limited to, an act of God, natural disaster, act of war, declaration of martial law, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure;
- hire, classify, assign, transfer, evaluate, promote, terminate and discipline unit members.

The District retains the right to determine the impacts and effects of any action under this Article, or other provisions of this Agreement, except as specified in this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific terms of this Agreement and only by their conformance with the law. This Article is not subject to grievance.

ARTICLE III NEGOTIATIONS PROCEDURE

A. Not earlier than January 15 of the calendar year in which this Agreement expires, the Board and the Association agree to enter into negotiations over a successor Agreement by negotiating in good faith. The first negotiating meeting shall not be held until thirty (30) calendar days have elapsed from when the Association's initial proposal has been given to the Board in a public meeting.

   The first negotiating meeting shall not be held until adequate public notice has been given to the proposals of the District and the Association. Adequate public notice shall include a public hearing.

B. The Association shall receive release time for mutually agreed upon negotiating sessions for four (4) Association negotiators or parity with the number of District representatives at the table to meet and negotiate with the District for a successor Agreement.

C. It is recommended by both parties that day long negotiating sessions are conducive to timely settlements and less disruptive to the educational process.

D. Upon request by the Association, the Board will provide budgets and other data pertaining to negotiations as they become available to the public. Information of a confidential and restricted nature will be excluded.

ARTICLE IV GRIEVANCE PROCEDURE

A. A "Grievance" is an allegation that a grievant has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the District or by the Administrative regulations and procedures of this District are not within the scope of this procedure.

B. A "Grievant" may be any certificated employee or employees of the District covered by the terms of this Agreement

   The Association shall have the right to grieve any part of the contract.

C. A "day" is any day that is one of the working days of the working year as defined and outlined in Article XXV - Calendar.

D. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant.

E. The grievant shall be present at all stages of the grievance procedure.

At the option of the grievant, a member of the Association may be present beginning at all levels.

1. Informal level.

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. This informal grievance shall be initiated within thirty (30) calendar days of the act or from the time the omission giving rise to the grievance was made known to the grievant. In no event shall a grievance be initiated more than thirty (30) calendar days from the act or omission giving rise to the grievance.

2. Formal Level

a. At the completion of the informal grievance procedure, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor within ten (10) working days. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy desired.

The supervisor shall communicate a decision to the employee in writing within ten (10) working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievance shall be appealed to the next level.

Within the above time limits either the supervisor or the grievant may request a conference.

b. If the grievant is not satisfied with the decision in Item 2a, an appeal of the decision may be made on the appropriate form to the Superintendent or designee within ten (10) working days. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or designee shall respond in writing within ten (10) working days.

c. The grievant may, if not satisfied with the decision in Item 2b, within ten (10) working days submit a request in writing to the Superintendent and the Association for arbitration of the dispute. Within ten (10) working days of the request, the Association shall inform the Superintendent of its decision to proceed to arbitration.

If no agreement upon the selection of an arbitrator can be reached within fifteen (15) working days of the notification to proceed, the State Conciliation Service shall be asked to supply a list of five (5) names of persons experienced in hearing grievances in public schools. The District and the Association shall alternately strike a name until one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

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.

Questions on the arbitrability of a grievance shall be heard before the merits of the grievance are heard.

The arbitrator shall 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.

After the hearing and after both the District and the Association have had an opportunity to make written arguments, the arbitrator shall submit in writing to each the findings and recommendations. The decision shall be binding on the parties.

d. If a grievance arises from action or inaction on the part of a member of the Administration at a level above the Principal, the grievant shall submit a written grievance to the Superintendent.

e. All proceedings at all levels of the grievance procedure shall be held during the school day unless mutually agreed otherwise.

f. One representative will be given released time without loss of pay to attend actual grievance proceedings or hearings. If a grievance is filed by the Association, a maximum of two (2) people will be released.

g. All documents, communications, or records dealing with the process of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

h. Information for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be developed jointly by the Superintendent and the Association and given appropriate distribution by the Association to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne equally by the District and the Association.

i. At any level of the foregoing, procedures time limits may be mutually extended in writing.

ARTICLE V DISCIPLINE PROCEDURE

A. This Article is entered into pursuant to Section 3543.2(b) of the Government Code.

B. An employee in the bargaining unit may be disciplined by the District for just cause. The term "discipline" shall mean suspension without pay or reduction in daily salary, and/or loss of extra compensation for extra-duty assignments. The first suspension shall be for one (1) work day not to exceed five (5) work days. The second suspension shall be from one (1) work day not to exceed ten (10) work days. The third and subsequent suspensions shall be from one (1) work day not to exceed fifteen (15) work days. A verbal and/or written reprimand will normally precede the discipline. The term "discipline" specifically does not include adverse or negative evaluations, warnings, written or oral reprimands, directives and the implementation of other Articles in the Agreement such as the denial of any leave.

C. The District shall notify the Association or designated representative within three (3) work days after notification to the bargaining unit member of any proposed disciplinary action to be taken unless the unit member specifically requests in writing that such notification not be sent.

D. Prior to the taking of discipline, the Superintendent or designee shall give written notice to the employee. This written notice of proposed action is final. The statement shall indicate that the proposed disciplinary action may commence after the ten (10) calendar days following the date the written notice is served. The statement also shall indicate that no full evidentiary hearing shall take place unless a written demand for such a hearing is delivered to the Superintendent within ten (10) calendar days after the date the written notice of proposed disciplinary action was received. The contents of the written notice shall include at least the following:

1. A statement identifying the District.

2. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.

3. The specific disciplinary action proposed and effective dates(s).

4. The cause(s) or reason(s) for the specific disciplinary action proposed.

5. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.

6. A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was received.

7. A statement that the employee, upon request, is entitled to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was received. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.

8. A statement that the employee, upon written request is entitled to a full evidentiary hearing before a hearing officer before any disciplinary action is final. The statement shall indicate that the proposed disciplinary action may commence after the ten (10) calendar days following the date the written notice is served. The statement also shall indicate that no full evidentiary hearing shall take place unless a written demand for such a hearing is delivered to the Superintendent within ten (10) calendar days after the date the written notice of proposed disciplinary action was received.

E. The employee shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within ten (10) calendar days of the written notice of proposed disciplinary action. In the absence of a demand for a full evidentiary hearing, the Superintendent shall act upon the charges after the time period for the hearing demand has expired.

1. The full evidentiary hearing shall be conducted before a hearing officer. The hearing officer shall be selected pursuant to the process in the Grievance Procedure. Such hearings shall take place within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing. Hearings will be presided over by the hearing officer. The employee shall have the right to appear in person on his own behalf, with counsel or such representation as he requests to represent his defense.
2. The hearing officer shall conduct the hearing and shall rule on questions, evidence, and procedure. Either party may call witnesses, introduce evidence, testify, and question witnesses. The District has the burden of proof and shall first present evidence and testimony. Normal procedures shall be followed: i.e.,

charging party presentation, defense cross-examination, defense cross-examination and rebuttal evidence from each party.

3. The decision of the hearing officer shall be submitted to the Superintendent and shall in writing summarize the facts and set forth findings. The hearing officer's decision shall be binding to all parties. By demanding a hearing, the employee waives all rights under the grievance procedure in this Agreement.

F. If, after having been disciplined, a unit member serves the District for twelve (12) months without the need for further disciplinary action, she/he and the Association may request a follow-up notice to that effect, which shall also be attached to any original notice that may have been placed in his/her personnel file.

ARTICLE VI DISMISSAL OR SUSPENSION OF PROBATIONARY EMPLOYEES

PURSUANT TO EDUCATION CODE SECTION 44968.3
With respect to the dismissal or suspension of probationary employees during the school year, whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter, the parties acknowledge that Education Code section 44968.3 shall apply. The District may implement that section within its discretion, but such implementation must be consistent with that section and any applicable judicial interpretations of that section.

ARTICLE VII COMPENSATION

A. This Article should be applicable to compensation paid only for the duration of this agreement (2018-2019) as follows:

- 3.7% COLA
- Additional 1% on step 30

The 2018-2019 salary schedule (Appendix A), shall remain in force until such time as a new salary schedule is agreed upon.

B. Any increase to the salary schedule shall be retroactive to the first scheduled working day of the school year in which it becomes effective.

C. As of the 2005-2006 school year and subsequent school years, fifty percent (50%) of all lottery funds not restricted by State law and actually received by the District in those years from the California State Lottery shall be paid to eligible employees

based upon the Certificated Salary Schedule in effect for those years. These payments shall be off-schedule and shall be calculated on a flat percentage basis including related benefits utilizing the Certificated Salary Schedule for the then current year. The payments to each employee will be based on the placement of the employee on the Certificated Salary Schedule, and shall be prorated based on the actual time the employee was in paid status during the period used to determine the payment.

Lottery payments made in July, October, January and April for the preceding quarter shall be paid to unit members who are actively employed in the month the lottery payment is made and to unit members who retire from the District at the end of a school year in June.

The law authorizing lottery funds to public education requires school districts to use the funds "exclusively for the education of pupils and students." The District's intended purpose of Lottery payments made to certificated unit members is to enhance, supplement and support student learning. To this end, some examples of specific purchases include, but are not limited to:

- Supplemental Classroom Supplies
- Supplemental Materials

D. In the event that there is new legislation after 2006 which may provide financial incentives to the District conditioned upon a change in those working conditions, and such change requires an amendment to this Agreement, either party may request to negotiate a change in those working conditions to take advantage of the financial incentives in the new legislation and additional compensation.

E. Should the State of California substantially change the method for funding education in any particular year of this Agreement both parties will open negotiation of this Article in an attempt to develop an agreement incorporating the basic ideas of this Article. Should an agreement not be reached by January 1st of the school year the changes are deemed to take place, the entire Agreement between the District and the Association will be considered expired and both sides will immediately begin the negotiating process for a successor Agreement.

Should the State of California substantially change the method for counting ADA in any particular year of this Agreement both parties will open negotiation of this Article in an attempt to develop an agreement incorporating the basic ideas of this Article.

Should an agreement not be reached by January 1st of the school year the changes are deemed to take place, the entire Agreement between the District and the Association will be considered expired and both sides will immediately begin the negotiating process for a successor Agreement.

F. Definitions

1. Class-Column on the salary schedule in which a unit member is placed.

Class I -	Bachelor's Degree and a valid California credential or Valid California CTE Credential
Class II -	Bachelor's Degree, plus 15 upper division or graduate units and a valid California credential
Class III -	Bachelor's Degree, plus 30 upper division or graduate units and a valid California credential
Class IV -	Bachelor's Degree, plus 45 upper division or graduate units and a valid California credential
Class V -	Bachelor's Degree, plus 60 upper division or graduate units and valid California credential
Class VI -	Master's Degree or Doctorate and valid California credential.

2. Step - Placement within a class represents years of experience of service in accordance with other rules and regulations contained in this Article.

3. Units - College or university units are in terms of semester hours credit. Quarter units shall be converted to semester units by multiplying the quarter hours by 2/3. Units will be accepted only from those institutions which are accepted by accrediting associations comparable to the Western Association of Schools and Colleges, unless otherwise specified elsewhere in this Article.

   All units used to determine placement on the salary schedule must be verified with official college or university transcripts.

   The unit member is responsible for providing the necessary transcripts.

G. Placement on Salary Schedule.

1. The Superintendent shall place unit members on the current salary schedule according to the provisions of this Article. The Board of Trustees shall approve the placement.

2. For original placement on the salary schedule, the units required above a Bachelor's or Master's Degree must be units in upper division or graduate

courses. Units earned before the B.A. requirements are satisfied may be used providing:

a. They are not part of meeting the B.A. or B.S. requirement.

b. The unit member has been accepted in the Master's Degree program of the institution in which the units were earned.

c. The units in question are used to meet the requirements of the Master's program.

3. This provision is entered into pursuant to Education Code section 45028 (b) and Government Code section 3543.2(d). Teachers new to the District initially employed on or after January 1, 1996, shall receive up to a maximum of ten (10) years outside experience credit.

4. Up to a maximum of ten (10) years experience based upon actual full-time paid teaching in either public or private elementary or secondary schools or colleges while holding a valid teaching credential will be allowed unit members entering the service of Brawley Union High School District. One (1) year of experience, or major portion thereof (i.e. service of at least 75% of the teaching days in each year shall count as a full year), will represent one (l) step.

H. Advancement on the Salary Schedule.

1. Courses for advancement on the salary schedule must be approved by the Superintendent prior to enrollment in the courses. A teacher failing to secure prior approval may be denied credit.

2. No credit shall be given for course work which, in the considered opinion of the Superintendent, is an approximate duplication of work previously completed, unless absolutely required by the exigencies of the California credential. The decision of the Superintendent shall be final subject to approval of the Board of Trustees.

3. All units must be completed prior to September 10 of the year in which the work will be used for advancement. A completed application form together with official transcripts verifying all units listed on the application must be filed with the Superintendent prior to November 1 of the year in which the units will be used.

4. Personnel need not submit applications for courses that meet the following criteria:

a. Courses needed for renewal of a regular credential.

b. Courses needed toward requirements of a degree.

c. Courses being taken to satisfy other credential requirements; Administration, Pupil Personnel, etc.

5. Steps 15, 18, 21, 24, 27, and 30 are anniversary steps. Employees are placed on these steps following completion of 14, 17, 20, 23, 26, and 29 years of service within the District.

   Effective in the 2017-2018 school year, employees who were hired with teaching experience outside the District will be allowed to apply up to a maximum of 5 years of their outside teaching experience toward anniversary steps after the unit member has completed at least 9 years of teaching in the District

6. Regulations affecting credit for coursework.

   a. All units for advancement on the salary schedule shall be upper division or graduate credit except lower division units may be used upon approval by the Superintendent.

   b. Correspondence or Extension Credit

      No applicant shall receive more than a total of 30 semester hours of credit for courses taken by correspondence or under the extension program of an accredited college or university. Correspondence and extension program courses offered by an accredited college or university shall be limited to courses in the applicant's teaching areas.

   Up to 15 semester units purchased at the Teacher's expense from an accredited university or college for completion of the California Teacher Induction program, will be accepted as part of the total 30 semester hours of credit under this provision.

   All correspondence and extension program courses used for advancement on the salary schedule must be approved by the Superintendent prior to enrollment in the courses. A teacher failing to secure prior approval may be denied credit.

   c. Travel Credit.
      1) Advance approval for travel credit is mandatory. Not later than May 1 of the year of travel the teacher will submit the following:

         a) The itinerary including the dates of travel;

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b) A complete statement of the expected outcome and relationship to classroom use; and

c) An endorsement by department head indicating the potential for classroom

2) The number of credits to be awarded will be determined by the Superintendent. Travel Credit not granted as college credit will be limited to six (6) semester hours

3) Credits awarded for travel will be effective the school year following the date of final approval unless validation or submission of teaching materials can be made by beginning contract date.

4) Not more than ten (10) credits for travel will be granted during the course of a teacher's employment.

d. Trade School.

Work in the applicant's major, minor, or teaching field which is completed through professionally competent organizations other than colleges and which results in the planning and teaching of a new course may be allowed credit. Credit will be granted on the same ratio of time spent as is used for computing college semester hours. No credit will be allowed for work undertaken or completed prior to September 1, 1992.

e. In-service Credit.

Credit may be allowed for work completed as in-service courses approved under the District in-service policy.

f. Effective in the 2017-2018 year, all correspondence, extension, trade school and in-service credit (in sections VII(H)(6)(b)(d) and (e) approved for advancement on the salary schedule shall not exceed a total of 30 semester hours of credit.

I. Salary.

1. The salaries for Supplementary Assignments and Salaries covered by this Agreement are included as Appendix B to include the specific changes outlined in the 2018-2019 Supplemental Schedule.

2. Effective July 1, 2017, a STRS certificated non-management employee will be paid in twelve (12) payments.

   Effective July 1, 2018 STRS certificated non-management employee will be paid in twelve (12) payments, except for newly hired STRS certificated non-management employees. STRS certificated non-management employees hired on or after July 1, 2018 will be paid in eleven (11) payments during their first year of employment, with the initial payment being distributed on the last working day of the month of August. Commencing in July of their second year of employment, STRS certificated non-management employees will be paid in twelve (12) payments.

ARTICLE VIII HEALTH BENEFITS

A. The District will provide for each employee covered by this Agreement benefits for employees which cover health, dental, vision and paid prescription plans. The district contributions for the current Agreement will be $883.53 per month equaling $10,602.36 per year.

   The district contributions will increase to $891.53 per month equaling $10,698.36 per year effective October 1, 2018.

   After the expiration of this Agreement until a successor agreement to the contrary, the District will provide for each employee covered by this Agreement the same benefits provided in the prior school year.

   The District's contribution during the term of this Agreement shall be applicable to employee and dependents up to the maximum district contribution. Any costs in excess of the contribution will be paid by the employee. There will be no in-lieu payment for benefits.

   In the event that an employee's spouse is also an employee of the district and they desire family coverage, one of the couple may be the subscribing member and the other spouse's district-paid premium may be used to help offset the cost of family coverage instead of subscribing as an individual.

   Effective in 2015-2016, District employees who are married couples are unable to combine both district paid premiums to help offset the cost of family coverage. Each employee will be required to subscribe as an individual member of the District's available health plan options, including dependent or family coverage, and the district will pay up to the district paid premium agreed to in Article VIII A.

B. At the time of separation from the District, if the employee fulfills their contract, coverage will continue until August 30th. Coverage beyond this date will be available through COBRA.

C. An Insurance Carrier Committee will be formalized to assist the Board of Trustees in any change of health, dental, vision, and paid prescription plan benefit carrier. The committee shall consist of three (3) members of the Administration and three (3) members of the Association.

D. Retirement Benefit

1. The District shall provide the health insurance coverage provided in "A" above for teachers retiring after August 1, 1978. To be eligible for this benefit the teacher must have reached the fifty-fifth (55) birthday and rendered at least fifteen (15) consecutive years of service to the District immediately prior to retirement. A retired teacher will remain eligible for this benefit until the age at which the Federal Medicare Insurance Plan goes into effect (currently sixty-five (65) years of age).

2. A teacher who has worked for the District for fifteen (15) years and is forced to take a Disability retirement will be eligible for the retirement benefit until the age at which the Federal Medicare Insurance Plan goes into effect (currently sixty-five (65) years of age).

3. The District shall provide the opportunity for a retiring teacher to buy into the District's health insurance program for the teacher, spouse, and family, provided that teacher has served five (5) consecutive years in the District prior to retirement and specifies the election of this option in the letter of resignation and/or by September 10 of the calendar year of retirement. An approved paid leave shall constitute a year of service for the purpose of eligibility for this benefit. The premium shall be paid by the fifth of each month. A payment thirty (30) days delinquent shall make this coverage null and void.

4. Availability of the benefits provided in D.1 and 2 above is dependent upon agreement of the health insurance carrier

5. To be eligible for the benefits provided in D.1 and 2 above, the employee must have worked half-time or more.

6. Effective in the 2018-2019 school year, an early retirement incentive of 5% of annual base salary will be paid to retiring unit members who provide the District with written notice of retirement no later than six (6) months prior to retirement effective date. Payment will be made in one lump sum on the last pay date in June or in six (6) monthly payments from January to June at the option of the unit member.

ARTICLE IX TEACHING HOURS AND TEACHING LOAD

1. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the teacher "sign-in" roster. Desert Valley High School employees will sign in at that site.

2. Teachers who wish to leave the campus during regular working hours, other than their duty-free lunch period, shall make arrangements with the Principal or designee prior to leaving. Teachers shall notify the main office in person or by phone before leaving the campus and upon return.

3. All teachers, including the Alternative Education and Community Day School, shall be assigned appropriate starting and dismissal times, providing that their total work day will not exceed seven consecutive hours, excluding the duty-free lunch period. Sick time and all/other leaves will be calculated off of a six (6) hour work day.

   The school day of teachers shall normally begin ten (10) minutes prior to the scheduled student starting time and will end ten (10) minutes after the scheduled student dismissal time, except for delayed opening or early dismissal days for the purpose of faculty meetings, exam schedules, in-service programs, conferences or Emergency Drills.

   Alternative Education teachers' work day will end at the conclusion of contractual hours instead of ten minutes after the student dismissal time.

   On early dismissal days, teachers will devote such time as needed to participate in staff development programs, to counsel with parents and students, and to perform other activities inherent to their professional responsibilities, and to attend a maximum of one staff meeting quarterly beginning at 7:45 a.m. as directed by the Superintendent.

   Additional staff meetings may be called beginning at 7:45 a.m. if agreed upon by the Superintendent and the Association President. Staff will also attend monthly faculty meetings as deemed necessary by Administration during regular Collaborative Days.

   Four (4) prep period meetings may be required each year for the purpose of specific training and/or study group work. The time and place of these meetings will be determined jointly by the district superintendent and the association president.

4. Teachers will be given an opportunity to volunteer for extra duties in Appendix B; however, should there be an insufficient number of volunteers, the Superintendent or designee may assign teaching-related duties to the teachers.

   Efforts will be made to distribute the duties on an equitable basis.

5. The District, at its discretion, may choose to hold a Back to School Night in the fall and a College/Career Awareness Night in the spring from 6:30 p.m. to 8:00 p.m. at which teachers must be present. On these days the teaching day will be shortened to a minimum day schedule with dismissal at 12:30 p.m.

   The days before the Thanksgiving, Winter and Spring Breaks shall also be a minimum day schedule with dismissal at 12:30 p.m.

6. In the event of a proposed change regarding a school's bell schedule, the District Liaison Team shall meet to discuss any proposed changes to the daily bell schedule(s), and shall make a recommendation for any proposed changes to the Superintendent. The Superintendent shall forward the recommendation to the Board of Trustees for adoption by September 1st of the school-year preceding implementation.

   The last day of the school year will be designated as "Check Out Day." On this day teachers will be present one-half hour prior to assigned check out times and providing check out obligations are fulfilled, may leave after checking out with the Superintendent or designee, unless special meetings are deemed necessary by the Superintendent and Association President. Check out will begin at 8:30 a.m.

7. At Brawley Union High School, teachers will use tutorial time to instruct students in order to engage and enhance student learning in academics and/or co-curricular activities or to allow students to complete homework and other assignments, at the individual teacher's discretion. Teachers providing instruction to their tutorial students will have complete academic freedom with respect to the curriculum to be taught and the methodologies to be implemented.

8. In order to ensure continued support for students and parents, teachers will establish office hours once or twice a week. Teachers will have flexibility in setting their individual office hours, but will notify both students and parents of their office hours. Such hours will be for a combined total of forty minutes a week. If a teacher sets office hours during the time frame immediately before and/or after school, he/she may incorporate the ten minutes prior to the student start time and the ten minutes after the scheduled student dismissal time into his/her office hours in order to satisfy the forty-minute requirement. In the event that an individual teacher modifies his/her office hours, he/she will provide advance notice of such change to students.

ARTICLE X TEACHER ASSIGNMENT AND TEACHING TRANSFER

A. Definition of Terms.

1. A teacher "assignment" is defined as class(es), and/or subject assignments assigned to a unit member within a department(s). The Superintendent or designee shall make all assignments.
2. A "transfer" is a voluntary or involuntary movement of an employee from one school to another school or from one department to another department in which the employee is not teaching a class.

3. A "vacancy" is defined as an unfilled or newly created teaching position.

4. Extra-duty/extra curricular assignments are not covered by this Article.

B. Criteria for Change of Assignment and/or Transfer.

1. The Superintendent shall post in the main office at Brawley Union High School and the Principal's office at Desert Valley High School a list of the vacancies as soon as known. Should a vacancy occur after August 1 attempts will be made to contact those who have made prior requests and the position will be advertised.

2. The following criteria will be used for changes of assignment or for transfers based on numerical order:

    1. Legal requirements
    2. Individual qualifications: This consideration will involve an objective review of candidate's previous teaching record and performance rather than subjective individual personality bias:
        a. Advanced degrees
        b. Training
        c. Previous specific experience
    3. Years of service in the District
    4. Instructional needs
    5. Staff availability

3. Should a change of assignment or transfer be proposed after June 1, all teachers affected shall be notified in writing and, upon teacher request, changes shall be reviewed with the teacher as soon as possible by the Superintendent or designee. Such changes of assignment or transfers shall also be provided for the Association President or his/her designee who, at the request of the teacher, may be present at the meeting.

4. No later than April 1 preceding the school year in which the change is desired, unit members who desire a change in assignment within the department(s) in which they are currently teaching or a transfer shall file a letter describing the change with the Superintendent.

A teacher may file a written request with the Superintendent for a change to a newly posted vacancy after April 1, but prior to August 1. Such request must be filed no later than eight (8) work days after the initial posting of the vacancy, but not later than August 1. The written request must be presented at the next regular board meeting for review.

C. Assignment.

1. The Superintendent or designee shall assign all newly employed teachers to their specific assignments. The Superintendent or designee shall give notice of assignments to new teachers as soon as practical.

2. All other teachers shall be given written notice of their tentative assignments for the forthcoming year by June 1.

3. In the event of a vacancy, and based upon written requests on file with the Superintendent, teachers in the unit will be given first consideration prior to employing a teacher from outside the District.

4. Desert Valley High School shall not be considered departmentalized. No continuation high school teacher at Desert Valley High School shall be assigned to more than eight (8) subjects in any one school year.

5. All efforts will be made so no teacher shall have more than three (3) preparations a semester.

D. Transfer

1. No vacancy shall be filled by means of an involuntary transfer until the District has made efforts to locate a qualified volunteer.

2. A teacher being involuntarily transferred shall be placed in a position with no loss in compensation or tenure. Extra-duty pay is not included in compensation.

ARTICLE XI CLASS SIZE

A. During the 2017-2018 school year, Chart A will be used to determine class size, with the Class Size Limit determining the maximum number of students in a particular class.

size.

Chart A

Class	Base Class Size	Class Size Limit	Overall Avg. Class Size
Regular Academic	33	35	(Base Class Size X # Similar Sections)
Drafting	30	32	(Base Class Size X # Similar Sections)
Physical Education	48	50	(Base Class Size X # Similar Sections)
ESL	22	24	(Base Class Size X # Similar Sections)
Continuation Class	24	26	(Base Class Size X # Similar Sections)
Home Economics	26	28	(Base Class Size X # Similar Sections)
Bilingual	26	28	(Base Class Size X # Similar Sections)
Transitional	26	28	(Base Class Size X # Similar Sections)
Ag Classes	25	25	(Base Class Size X # Similar Sections)

Average class sizes will be determined using the following formula: (Base Class Size X # Similar Sections). In the event that student roster numbers for all similar sections exceed the Overall Average Class Size, an overage will be paid to the teacher of the overloaded sections. In the event that student roster numbers exceed Class Size Limits per class, an overage will be paid to the teacher of the overloaded class.

The Class Size Limit may be waived for a particular class with the written consent of the teacher of record and an overage will be paid to the teacher of the overloaded class. Any Class Size Limit waivers must be approved by Administration.

B. When class sizes must be less than those specified in paragraph "A" because of capacity of teaching facilities, the number of stations available, or the room arrangements that are appropriate to course content, the administrator, with the advice of the teacher, shall determine the maximum number of pupils who can be placed in a classroom. This shall be done during pre-registration process.

C. Temporary exceptions to the maximum class size provisions may be made by the District during the first fifteen (15) school days of the first semester and the first ten (10) school days of the second semester. At the termination of the fifteen (15) or the ten (10) school days, exceptions to the maximum class size listed above may be made with the consent of the Association.

D. The District will make an effort to equalize student enrollment in each section of each subject.

E. After the second Monday of the summer school session the class size shall not exceed thirty-three (33).

F. Any time a new course is created, or course name is changed, class size will be determined by mutual agreement by the administration and the Association.

G. Should an exception to this Article be agreed to by the Association, the teacher of the overloaded class will be compensated for each student causing the overload according to the following formula:

The Local Control Funding Formula (LCFF) per ADA of the student divided by 180 (number of days in a year) divided by the number of periods per day minus the related benefits for each day the class is overloaded beyond the grace period. The daily multiplying factor for overages based on Overall Average Class Size will be three (3).

Example: ***LCFF per ADA [$6,957.51 / 180] / 6= $6.44 reduced by related benefits 11.49% = $5.70***

ARTICLE XII TEACHER EVALUATIONS

A. Teacher Evaluations

1. The Superintendent shall assign administrative personnel the primary responsibility for the evaluation and guidance of teachers.

2. All monitoring or observation of the work performance of a teacher shall be conducted openly with the knowledge of the teacher.

3. Administrative personnel may enter a classroom at any time deemed necessary.

4. Evaluation reports shall not be placed in a teacher's file, or otherwise acted upon, prior to a conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

B. Evaluation Procedure

1. Probationary teachers shall be evaluated in writing by the administration twice each school year, the first evaluation to be completed by December 15, the second to be completed by March 15.

2. Each tenured teacher shall be evaluated in writing by the administration a minimum of once each two school years. This evaluation shall take place by May 1st of the school year in which the evaluation is scheduled. A tenured teacher

who receives an unsatisfactory evaluation shall be evaluated annually until the evaluation becomes positive.

3. Teachers scheduled for evaluation shall be given the evaluator's name.

4. All teachers shall review goals and objectives and submit proposed changes to the administration by the second Monday after Labor Day of each year.

5. The administration may require a meeting with each teacher to review and modify the goals and objectives submitted. The evaluator and the teacher shall attempt to reach agreement on the specific goals and objectives. If a mutual agreement cannot be reached, the evaluator shall have the right to make a decision on such specific goals and objectives. The teacher may attach a written statement indicating disagreement with the specific goals and objectives.

6. If any portion of the evaluation is marked "unsatisfactory" or "needs improvement", or similar designation, the evaluator(s) shall give the person being evaluated written suggestions for correction of the deficiencies. Any evaluation which contains an unsatisfactory rating in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the teacher's performance and to further pupil achievement and the instructional objectives of the District. If a teacher is required to participate in such a program, the program shall relate to the unsatisfactory rating.

   An employee shall not be required to participate in such a program unless an attempt is made to reach agreement with the employee on the nature of the program. Should the employee and the evaluator fail to reach an agreement, the Superintendent shall determine the nature of the program.

7. Any teacher who receives a negative evaluation shall be entitled to one additional subsequent observation, conference, and written evaluation as outlined above.

   Upon written request to the administration by the teacher being evaluated, an additional evaluation by a second evaluator will be made.

C. Written complaints regarding the teacher made to any member of the administrative staff by a parent, student or other person which are used in the written evaluation of a teacher will be promptly investigated by the administration and called to the attention of the teacher. All written complaints must be signed by the person making the complaint. The teacher will be given an opportunity to respond and/or to make a rebuttal to such complaints.

D. Personnel Files

1. Materials in personnel files of teachers which may serve as a basis for affecting the status of their employment shall be made available for the inspection of the person involved. Such material shall not include ratings, reports or records which were:

   a. Obtained prior to the employment of the person involved

   b. Prepared by identifiable examination of committee members

   c. Obtained in connection with a promotional examination

2. Information of a derogatory nature, except material mentioned in the first paragraph of this section, shall not be entered or filed unless the teacher is given notice and an opportunity to review and comment thereon. A teacher shall have the right to attach a rebuttal to any derogatory statements. A review shall take place at a mutually agreed time.

3. The person who drafts and/or places evaluation material in a teacher's personnel file shall sign the material and signify the date on which the material was drafted and placed in the file.

4. An Association representative shall give a one (1) day's notice and be afforded an appointment with the Superintendent or designee to examine and/or obtain copies of materials in a teacher's personnel file, provided written authorization is given by said teacher. This activity shall be conducted at a mutually agreed upon time.

ARTICLE XIII ASSOCIATION RIGHTS

A. Provided three (3) days advance notice is given to the Superintendent, the Association President or written designee may be granted a maximum of five (5) days paid leave for local, state, or national conferences, or for conducting other pertinent Association business.

B. Authorized representatives of the Association who are District employees will be permitted to transact official Association business on school property during non-teaching hours. Official business may be conducted at other times providing it does not interrupt other employees' duties.

   Authorized Association representatives who are not District employees shall receive permission from the Superintendent's office prior to entering an employee's work area. The representative may be required to show proof of identity.

C. A copy of official packets for board meetings will be given to the Association at the time of agenda posting for said meeting.

D. The Association may post items on designated bulletin boards in the staff lounge and main office, provided a copy of the items posted has been delivered to the Superintendent or designee. Items on the bulletin board shall contain date of posting and shall be removed after fourteen (14) days.

The Association, as the exclusive representative, may use school mailboxes to deliver letters or notices to teachers. A copy of the items or notices for distribution shall be delivered to the Superintendent or designee.

The Association may use District facilities for the purpose of holding meetings concerned with employee/ employer relations as follows:

1. The Association shall obtain advance approval from the Superintendent or designee.

2. The use will not interfere with school activities or with employees performing their duties.

3. The Association shall be responsible for opening and locking the facilities and leaving the facilities in the same condition as prior to use.

4. With advance approval from the Superintendent or designee the Association may use school equipment and shall be responsible for any cost.

E. District Notice to BUHSTA of New Hires

1. The District shall provide BUHSTA with the following information for newly hired bargaining unit employees within 30 days of hire date:

Name
Date of Hire
Job Title/Classification
Department
Work Location
Home Address
Home Telephone Number
Personal Cellular Phone Number (if on file with the district)
Personal Email Address (if on file with the district)

2. Employee Information
The information provided under Section 1 above shall be provided to BUHSTA for each unit member three times each school year during the months of September, January and May. The information shall be provided to BUHSTA electronically in a secure format.

3. New Employee Orientation

The District shall provide BUHSTA with at least 10 days advance notice of the annual new teacher orientation meeting scheduled on the first Teacher flex day at the beginning of the year for new unit members. During the new teacher orientation meeting, the District shall permit BUHSTA up to one hour to address the new unit members. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the
Association portion of new bargaining unit member orientations and will have access to District audio visual equipment for Association presentations.

a. In the event a unit member is hired mid-year, a one-on-one orientation will be scheduled with the new employee on the flex day at the start of 2nd semester or on a collaborative day following the hire date, with at least 10 days advance notice provided to BUHSTA. If the orientation is scheduled during the work day, the Chapter President or designee shall receive one hour of paid release time to address the new unit member. If the orientation session is held outside the employee's regular work hours, the employee shall be paid at the approved extra duty rate.

b. The orientation session shall be held on District property, at a time scheduled by the district.

c. New unit members who *elect* to complete a membership application shall provide completed application to the BUHSTA Chapter President or designee. Should a completed membership application be returned to the Human Resources Office, it will be forwarded to the appropriate BUHSTA designee.

4. Grievance Procedure

Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except that only BUHSTA may file the grievance.

F. The District will furnish the Association, upon request and as information becomes available, the placement of certificated personnel on the salary schedule.

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ARTICLE XIV DUES AND REPRESENTATIVE FEES

A. Teachers may elect to become members of the Association /CTA/NEAr whereupon 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.

After the commencement of the school year deductions shall be appropriately prorated, commencing with the month of employment or month of beginning membership.

B. As a condition of effectiveness of this article, the Association agrees to indemnify District contractual attorney fees and save the District, Board of Education and individual school board members and all administrators in the District harmless against any and all claims, demands, costs, lawsuits, judgments, or other forms of liability and district costs including all court or state administrative agency costs that may be sustained out of or by reason of actions taken by the District for the purpose of complying with this article.

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

D. Those bargaining unit members who are on paid leave, including part-time employees shall continue to pay dues.

E. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing thirty (30) calendar days after submission of the authorization.

ARTICLE XV LEAVES

A. Leaves of Absence (General Policies)

1. "Leaves" are authorized paid or unpaid time away from work as specified by the District. Length will be within the minimum and maximum allowance of time designated. Employees are required to apply for authorized leaves on the District leave form.

2. Employees may accumulate unused sick leave.

3. Teachers shall notify the principal or designee as early as possible prior to absence, but not later than 7:00 a.m. on the day of absence.

4. A teacher absent because of illness shall notify the Superintendent or designee by 3:00 p.m. if possible but not later than 6:00 p.m. on the day immediately

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preceding return. If the teacher fails to give notice of return as specified and if a substitute has been employed, the teacher shall be charged with the cost of a substitute for one-half day should the substitute not be used elsewhere on campus. Exceptions may be granted by the Superintendent.

5. Written verification by practitioners, school nurse, or medical doctors may be required for any absence.

6. Employees returning to work from a major illness or accident may be required to present a doctor's release.

7. When accumulated sick leave is exhausted, an employee absent from duties due to illness or accident shall have deducted an amount equal to employment cost of a substitute on certificated agreement calendar days for a period of time up to a maximum of five (5) months.

8. All leaves must be taken in one period increments. A "period" shall include regular teaching periods and preparation periods.

9. A certificated employee employed five (5) days per week shall be entitled to ten (10) days of sick leave with full pay for a school year of service.

B. Specific Leave Policies.

1. Personal Illness Absence.

a. An employee's absence due to illness or injury shall be designated as paid sick leave in accordance with District policy, only to the extent of accumulated sick leave.

b. Yearly, upon request, the District shall provide each teacher or the Association with a written statement of

1) accrued sick leave
2) sick leave entitlement for the school year.

2. Catastrophic Leave: Donation of In Lieu/Compensation Time:

a. On forms prepared and approved by the District, members of the unit may donate up to ten (10) days accumulated and unused sick leave/compensation time days to another District employee who has suffered a long-term illness or disability and who has exhausted all fully paid leaves. Unused donated leave shall be returned to the donor at the end of the current fiscal year (July 1 - June 30).

b. It is agreed that the intent of this section is to voluntarily assist fellow employees in times of catastrophic illnesses or disabilities. It is expected that all employees should have adequate paid leave accrued for routine absences.

c. The Association agrees that it will not file, on its own behalf or on behalf of any member of the unit, any grievance, claim or lawsuit of any kind related to any attempt to retrieve or get back any donated sick leave, used by another employee.

d. This provision may be terminated at any time upon written notice from the District to the Association.

e. Catastrophic leave is defined as illness to the employee, or illness that impact a member of the employee's immediate family (i.e., spouse or child) which incapacity requires the employee to take an extended time off (i.e., consecutive or non-consecutive) work (12 work days or more) to care for self or for a family member. Catastrophic leave is paid leave which may only be used for verifiable (physician verification of illness) long term illness or injury which clearly disables the employee or family member (E.C. 44043.5)

f. Process for donating hours: any employee may voluntarily pledge hours to another employee. Employees pledging hours must maintain a minimum of 20 days of sick leave entitlement for themselves.

g. An employee is limited to receiving a maximum coverage of:
   1. Maximum of 120 work days in any single school year, and;
   2. Maximum lifetime coverage – of 200 work days.

h. Coverage:

1. Employee must have been a BUHSD employees for 24 months (grandfather all current employees) and;
2. Employees must have exhausted accrued paid leave.

3. Maternity Leave.

Maternity leave for pregnancy, miscarriage, childbirth and recovery shall be considered a sickness and is subject to the same provisions as the District's personal illness policy. The length of leave shall be determined by the employee's physician.

4. Industrial Accident Leave.

a. The term "duty" shall refer to scheduled employee work days required by the District.

The term "qualifying for Worker's Compensation" presupposes that an accident report has been properly filed and that the Workers Compensation Carrier considers the claim valid. Should the Workers Compensation Carrier reject the claim, industrial accident leave shall not apply.

b. Teachers absent from duty due to illness or injury resulting from an industrial accident qualifying for worker's compensation shall be granted industrial accident leave under the following conditions:

1) Industrial accident leave applies from the first day of absence to and including the last day of absence, but not exceeding sixty (60) days in any fiscal year for the same industrial accident.

2) The amount of salary paid to the employee in any calendar month shall be the regular monthly salary.

3) An employee still absent after the sixty (60) days allowed for industrial accident leave shall be entitled to the benefits provided by law and District policy.

4) The employee shall endorse to the District any State Compensation Insurance Fund wage loss benefit check which would make the total compensation received exceed 100% of the regular monthly salary. The District shall deduct from the employee's salary warrant the amount of any disability indemnity paid to and retained by the employee.

5) Absence under the industrial accident leave policy shall not be deducted from the employee's sick leave accumulation.

6) An industrial accident absence extending into the ensuing fiscal year shall be limited to the amount of unused industrial accident leave remaining at the end of the fiscal year in which the accident occurred.

7) The employee, to be eligible for industrial accident leave, shall remain within the State of California unless prior travel approval is granted by the District.

8) An employee medically released for re employment shall accept an appropriate assignment or shall be terminated or placed on health leave.

9) An employee whose paid or unpaid leaves are exhausted and who is not medically able to assume assigned duties may be terminated.

The employee may be eligible for re employment with medical release.

5. Bereavement Leave.

   a. Bereavement leave shall be granted in accordance with Education Code section 44985.

   b. The District may grant bereavement leave for other than the immediate family.

6. Sabbatical Leave.

   The District may grant a leave for study, travel or other reasons of value to the school system, subject to the following conditions:

   a. A written report shall be submitted upon completion of leave granted for travel.

   b. Written requests for leave must be received by the Superintendent on the required form not later than February 15. The District shall act upon requests not later than April 15, during the school year preceding that which the leave is requested.

   c. Not more than one leave shall be granted an individual in each seven (7) year period.

   d. Requests shall be considered in order of value to the District. If requests are of equal value, seniority will be considered.

   e. Unpaid leave granted by the District for a period of not more than one year for service under a nationally recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing shall be included as a year of service in computing seven (7) consecutive years of service .

   f. Upon expiration of the leave the District shall reinstate the employee in the position at the time the leave was granted.

   g. The District shall be freed from liability compensation or damages provided by law when death or injury occurs while the employee is on leave

   h. An employee shall continue to advance on the salary schedule during leave.

i. An employee must have had at least seven (7) consecutive years of regular full-time teaching in the District prior to leave. Service of at least 75% of the teaching days in each year shall count as a full year.

j. A maximum of one leave per year may be granted.

k. Leave shall be limited to one school year with schedule approved by the Superintendent.

l. Compensation while on leave shall be 50% of the employee's regular salary excluding any extra-duty pay: An employee who receives compensation from other sources directly related to leave shall reimburse the District for any amount received above 100% of the regular salary excluding extra-duty pay.

m. Applicants desiring a salary allowance while on leave shall furnish an indemnity bond to the District for any salary paid during the period of leave should the employee fail to return two full years of service to the District or satisfactorily carry out the approved program of study or itinerary. Should the employee be unable to render the two years of service due to death or physical or mental disability, this provision shall be waived unless provided for in the bonding agreement.

n. Employees may arrange with the State Teacher Retirement System to receive full retirement credit for the time spent on leave; however the employee shall make the complete contribution.

7. Health and/or Hardship Leave.

The District may grant the employee a leave of absence without pay for reasons of health.

8. Personal Leave Deducted From Sick Leave.

a. An employee may elect to use up to and including seven (7) days of accumulated sick leave per year for personal leave. The Superintendent shall approve or disapprove the request.

b. Leaves shall be granted only for urgent reasons relating to the professional (excluding looking for other employment), civic, economic or physical well-being of the employee or immediate family.

c. Leaves shall be of the shortest duration necessary to accomplish the desired objective.

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d. Requests for leave shall be made on the proper form explaining the reasons and the number of days requested. The leave form shall be delivered to the Superintendent as far in advance as possible.

e. The District may grant leave for the purpose of attending non district sponsored professional growth days and Association workshops.

f. The District may grant leave to observe a religious holiday(s).

g. The District may grant paternity leave at the time of birth.

9. Judicial - Governmental Leave.

Judicial leave may be granted in accordance with Education Code Section 44036.

10. Legislative Leave.

a. An employee elected to the State Legislature, Board of Supervisors or congress may be granted an unpaid leave for the term or terms of office.

The employee on leave shall notify the District at least three (3) months prior to return.

b. An employee elected to City Council may be granted an unpaid leave of not more than ten (10) days per year to participate in elective affairs, provided one (1) day notice is given. Time shall not be taken in consecutive days.

11. Foreign Educational Employment Leave.

The District may grant a tenured employee an unpaid leave for full-time foreign educational employment provided the application for leave is received by the Superintendent no later than May 1 preceding the year for which leave is requested.

12. Military Leave.

Any employee enlisting or being drafted into the military forces of the United States shall be granted an unpaid leave. The rights, privileges, benefits, and obligations of employees shall be governed by Military and Veterans' Code.

13. Military Reserve Training Leave.

Temporary leave shall be granted in accordance with Military and Veterans' Code of the State of California.

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The employee shall be responsible for arranging duty during school vacation periods whenever possible. (Military and Veterans' Code Section 397).

14. Peace Corps Leave.

The district may grant a tenured employee an unpaid leave for Peace Corps or Vista service.

15. Exchange Teaching Leave.

The District may grant leave to a tenured employee for participation in the teacher exchange program. Not more than one leave shall be granted to an employee within a five (5) year period.

Plan 1:

The District pays the salary of the employee going on exchange leave, and the employee coming from a foreign country is paid by the sending employer. Grants for transportation cost may be provided under the provisions of the Fulbright-Hays Act.

Plan 2:

The employee going abroad receives a maintenance allowance under the Fulbright-Hays Act and the employee from abroad is paid by the receiving District under its current salary schedule.

Plan 3:

A one-way exchange is effected wherein the District grants a leave to an employee who will be paid a maintenance allowance under the Fulbright-Hay Act but receives no employee in exchange.

16. Leave of Absence for Employee Organization Representatives.

Official members of Brawley Union High School Teachers Association, Imperial County Uniserv, California Teachers Association, and/or National Education Association, national legislative and/or executive bodies including officers, committee members, representatives at large, delegates to representative assemblies, members of the boards of directors, or members of specially created commissions may be granted leaves of absence without loss of salary or deduction from sick leave for meetings of the county, state, and/or national level subject to the following conditions:

a. All applications for such leave shall be made by the President of the Brawley Union High School Teachers Association on behalf of the person seeking the leave.

b. Presidents of BUHSTA shall establish procedures for the screening of the application for such leave.

c. Applications shall be made to the Superintendent. Three (3) days advance notice must be given.

d. The District shall not pay transportation, lodging or any other expense incurred by the teachers in connection with this leave. The Association shall pay the cost of a substitute.

e. No more than five (5) days of such leave will be granted to members of the Association per year under this policy (except that the Board may waive this limitation in unique cases).

17. Family Care Leave.

Family care leave will be provided according to Board Policy 4019.8 and Government Code Section 12965.2.

18. Urgent Personal Business Leave.

a. The District may grant permanent and probationary employees one (1) day of paid leave for urgent personal business provided that sick leave used does not exceed five (5) days in a given school year.

b. A maximum of two (2) employees may use this leave per day. Approval will be honored in order of request.

c. The Superintendent may make exceptions to meet emergencies.

19. The District may grant other unpaid leaves.

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ARTICLE XVI PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. The District will pay registration fees and other reasonable expenses, including the payment of the substitute teacher, incurred in connection with any workshops, seminars, conferences, in-services training sessions, or other such programs which the District requires a teacher to take. If a teacher receives college credit, the District will not pay the tuition (cost of units).

ARTICLE XVII REGULAR CONTRACT TEACHERS AS SUBSTITUTE TEACHERS

A. A teacher who volunteers to substitute at the District's request during an advisory period will be paid at the current extra duty rate or may receive compensatory time off.

B. Teachers will be required to substitute for another teacher as directed by the Administration when volunteers or outside substitutes are not available.

C. By the third Monday in September, each teacher shall indicate in writing to the Superintendent the choice of being paid for substituting or receiving compensatory time off. The decision shall be irrevocable for the semester.

D. One period of compensatory time off shall be earned for each accrued period of substitution. In the event a teacher subs for less than one period, the compensatory time will be earned in increments of fifteen (15) minutes. Compensatory time off may be taken in units from one (1) hour to a maximum of two (2) consecutive days. The Superintendent may grant extended use of this compensatory time.

E. The Superintendent may grant use of this compensatory time for work days falling immediately before and/or after holidays; the Superintendent may choose to distribute such use equitably. Requests submitted a minimum of forty-five (45) days prior to said holiday may be given priority.

F. Accumulated compensatory time off may be used in lieu of sick leave. A maximum of eight (8) unused days of compensatory time off shall be carried to the following years or purchased back by the District at the discretion of the employee. Transfer of excess compensatory time to cover sick leave used during the year must be completed prior to June check out.

G. A teacher who leaves the employ of the District shall be paid for accumulated compensatory time off.

H. At least two school days prior to utilizing compensatory time off, a teacher shall request leave from the Superintendent. Providing substitutes are available, requests

will be approved on a first-come-first-served basis, with a maximum of two (2) requests being approved for the same date.

I. In emergencies, the Superintendent may approve requests submitted less than two days and/or more than two requests submitted less than two days and/or more than two (2) requests for the same date.

J. The District will make an effort to have an Administrator on site at Desert Valley High School during the period of time that unit members are instructing. The Superintendent shall designate, in writing, a District Administrator or an on-site certificated unit member to act as Administrator for DVHS in the absence of the DVHS Principal.

1. The DVHS certificated unit member designated to act as Administrator will receive one (1) hour compensatory time for each hour the Principal is absent.

2. Accumulated compensatory time off may be used in lieu of sick leave. A maximum of eight (8) unused days of compensatory time off shall be carried to the following years or purchased back by the District at the discretion of the employee. Transfer of excess compensatory time to cover sick leave used during the year must be completed prior to June check out.

ARTICLE XVIII LIAISON COMMITTEE

A. The purpose of the Liaison Committee shall be as follows:

1. To comply with the consult provisions of the Education Employment Relations Act.

2. To engage in planning the continuous improvement of curriculum and instruction and to evaluate programs now in operation;

a. To identify problems relating to curriculum development and instruction.

b. To stimulate and conduct studies and research.

3. To provide an additional means of communication among the faculty members on matters relating to curriculum and instruction.

4. To serve as a representative group for preliminary screening of projects or proposals of individuals or teacher groups, and to seek general teacher support for accepted proposals or projects.

5. To provide an additional means of coordinating programs of instruction and curriculum.

6. To assist in planning the utilization of special resource planning.

7. To assist in planning in-service training programs such as workshops, demonstrations, and visitations.

8. To study and make recommendations on all changes in the curriculum or instruction before such changes are adopted.

B. The Liaison Committee shall be composed of the Administration, an Association representative, Department Chairpersons appointed by the District with recommendation by the department and a representative of Desert Valley High School.

1. The agenda items must be submitted in writing one (1) week prior to the scheduled meetings to the Superintendent.

2. Committee members shall be permitted to submit agenda items for discussion, including recommendations or suggestions for the improvement of the management and/or operations of the District

3. Each staff member shall receive an agenda.

4. The committee shall meet monthly on a day and time established by mutual agreement.

5. Subcommittees may be appointed to deal with specific topics.

6. Specific items that may be discussed in the consult area are curriculum, educational objectives and selection of text books.

7. Other interested parties may be invited by the chairperson or other members of the committee to participate in the meeting.

8. Findings, recommendations, evaluations and studies which require action shall be submitted to the Board and the staff.

ARTICLE XIX PHYSICAL EXAMINATIONS

A. Examinations for tuberculosis will be required every four years. Examinations shall be paid for by the District.

B. Except as provided in paragraph "A" above, any physical or mental examinations required by the District shall be paid for by the District.

ARTICLE XX PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

A. Employees may apply for part-time employment with full retirement credit as provided below.

B. The written contract for reduced service must be executed prior to the beginning of the school year. The contract may be altered only with the mutual consent of the employee and employer. Requests for this contract must be made by February 1.

To qualify for this program, the employee shall

1. Have reached the age of fifty-five (55) prior to reduced service.
2. Have been employed full-time in a certificated position at least ten (10) years, with the immediately preceding five (5) years in full-time employment in the District.
3. This cannot be in conflict with current STRS regulations.

C. Reduced service shall not be less than the equivalent of one-half of the number of days of service required by the employee's contract during the final year of full-time service.

D. Reduced service may be on a daily schedule based on a teaching day as defined in "Teaching Hours and Teaching Load", (Article VIII) or full-time for at least one-half year. The employee shall be paid a pro-rata share of the regular salary, but may retain all other rights and benefits granted by the District by making the payments required in full-time employment.

E. Part-time service shall be contracted annually for no more than five (5) years.

F. The employee and employer will contribute to the State Teachers Retirement based on the compensation which would be earned for full-time employment.

G. All rights and benefits which may be granted by the District to its full-time unit members shall be applicable to all part-time employees who are on contract under this Agreement.

H. An employee shall notify the District in writing no later than October 15 to terminate the contract at the close of first semester and no later than March 15 to terminate the contract at the close of the second semester.

ARTICLE XXI LAYOFFS AND RE-EMPLOYMENT

A. This Article is entered into in accordance with the Education Employment Relations Act.

B. In the event the District determines that unit members shall be subject to layoff, the District shall endeavor to give notice reasonably calculated to inform the Association of this determination as soon as practicable.

C. Once the determination to lay off unit members has been made by the District and the preliminary notice has been sent to the unit members pursuant to applicable sections of the Education Code, the Association may request information legally required and incident to those unit members receiving the preliminary notice.

D. Notices to lay off unit members shall be given pursuant to applicable Education Code sections.

E. Benefits for unit member(s) who are laid off.

1. Once a unit member's employment is terminated, he/she shall be eligible for health benefits as set forth in the Agreement through September 30 of the calendar year in which the unit member is laid off, paid by the District at the same District contribution rate in effect immediately prior to the date the unit member was laid off

2. The laid off employee(s), for a period not to exceed six (6) additional months, shall have the option to remain an active participant in the District health benefits program as set forth in the Health and Welfare Benefits provision of the Agreement unless:

   (a) the employee fails to pay the full cost of any and all premiums through payment at least one (1) month in advance of the month of coverage, or

   (b) there is a break in the laid-off employee's participation in the health benefits program any time immediately prior to the layoff and for a period of three (3) months following the date of the layoff or severance from employment, or

   (c) the laid-off employee fails to remain eligible for the health benefits, or

(d) the laid-off employee becomes eligible for medical benefits through another employer.

F. Permanent certificated employees who are laid off shall be granted all rights under Section 44976 of the Education Code.

1. For the period of thirty-nine (39) months from the date of layoff, any permanent employee shall have a preferred right to re-employment, subject to the provisions of Section H hereof, in the order of original employment as earlier determined in accordance with law, except as follows:

   a. In the event and to the extent that the District determines, in its sole discretion, that a specific need for personnel to teach a specific course or course of study, or to provide services authorized either pupil personnel services or health for a school nurse, and that the employee has special training and experience necessary to teach that course of study, or to provide those services, which others with more seniority do not possess; or

   b. In the event and to the extent that the District determines, in its sole discretion, that deviation from reappointing a certificated employee in order of seniority is necessary for purposes of maintaining or achieving compliance with constitutional requirements related to equal protection of the laws.

2. Employees who wish to take advantage of the preferred right to re-employment shall keep the Administration apprised in writing of their current mailing address(es) and of any changes in their credentials.

3. When actual vacancies occur, the District shall notify, by the order of original employment, as earlier determined, except as provided pursuant to Section F above, the laid-off employee(s) who holds the proper credential required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the Personnel Department. The notified employee shall notify the District in writing of his/her acceptance within fifteen (15) working days of mailing by the District. Failure to do so shall mean that the employee has waived his/her reappointment right to any vacancy stated in the notice from the District.

4. The right to reappointment may be waived by an employee for not more than one (1) school year, but such waiver shall not deprive the employee of his/her right to subsequent offers of reappointment.

5. As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the

continuity of service; he/she shall retain the classification and order of employment he/she had when his/her services were terminated; and credit for prior service under any state or district retirement system shall not be affected by such termination, but the period of the absence shall not count as part of the service required for retirement.

6. During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, be offered prior opportunity for substitute service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that his/her services may be terminated upon the return to duty of said other employee; and provided, that the compensation of pay in the District, unless the employee serves as a substitute in any position requiring certification for any twenty-one (21) days or more within a period of sixty (60) school days in which case not less than the amount he/she would receive if he/she were being reappointed. Said substitute service shall not affect the retention of his/her previous classification and rights.

7. Provision F shall not be interpreted to give laid-off employees additional rights beyond those required by law or deny any rights guaranteed by law.

8. When seeking substitutes each day, the District agrees to call first any laid-off employees in order of original employment before calling any other substitutes. This does not include laid-off employees who indicate to the District that they do not wish to be called to work as a substitute. The District shall not be obligated to call any such substitute more than one time per day, nor shall the District be obligated to explain its calling and assignment procedures to individual substitutes. The District agrees to maintain substitute calling worksheets, showing calls made each day. These work-sheets shall be available for inspection by the Association for the purposes of monitoring this provision only. Such inspection shall be made in the presence of the Superintendent or designee and shall be scheduled by making an appointment with the Superintendent.

   This provision shall remain in force and effect until all probationary and permanent employees laid off by the District in order of layoffs have either been re-employed by the District, or until those employees' period of preferred employment has ended, whichever occurs first.

G. Probationary Certificated Employees.

Probationary Certificated Employees who are laid off shall be granted all rights under Section 44977 of the Education Code.

1. For the period of twenty-four (24) months from the date of layoff, any probationary employee shall, subject to the provisions of Section I, have a

preferred right to re-employment in the order of original employment as earlier determined in accordance with law, except:

a. In the event and to the extent that the District determines, in its sole discretion, that a specific need for personnel to teach a specific course or course of study, or to provide services authorized by a services credential with a specialization in either pupil personnel services or health for a school nurse, and that the employee has special training necessary to teach that course or course of study, or to provide those services, which others with more seniority do not possess; or,

b. In the event and to the extent that the District determines, in its sole discretion, that deviation from reappointing a certificated employee in order of seniority is necessary for purposes of maintaining or achieving compliance with constitutional requirements related to equal protection of the laws.

2. Employees who wish to take advantage of the preferred right to re-employment shall keep the Personnel Department apprised in writing of their current mailing address(es) and of any changes in their credentials.

3. When actual vacancies occur, the District shall notify, by the order of original employment as earlier determined, except as provided pursuant to Section G-1 above, the laid-off employee(s) who holds the proper credential required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the District. The notified employee shall notify the District in writing of his/her acceptance within fifteen (15) days of mailing by the District. Failure to do so shall mean that the employee has waived his/her reappointment right to any vacancy stated in the notice from the District.

4. As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; he/she shall retain the classification and order of employment he/she had when his/her services were terminated; and credit for prior service under any state or District retirement system shall not be affected by such termination; provided, however, that the period of absence shall not be counted as part of the service required for attaining permanent status in the District or for retirement purposes.

5. During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, and subject to the rights of permanent employees as set forth in provisions F through G above, be offered prior opportunity for substitute service during the absence of any other employee who has been granted leave of absence or who is temporarily absent from duty; provided, that his/her services may be terminated upon a return to duty of such

other employee, that such substitute service shall not effect the retention of higher previous classification and rights, and that such an employee shall be given a priority over other employees .

6. Provision G shall not be interpreted to give laid off employees additional rights beyond those required by law or deny any rights guaranteed by law.

7. Provision G-7 also will apply under Provision H.

   After July 1, 1984, all vacancies for each succeeding school year shall be filled in the following order of priority:

   First, laid-off employees under Provision F;

   Second, laid-off employees under Provision H.

H. Criteria To Determine The Order Of employment (Layoff And re-employment) Of Those Certificated Employees Who First Rendered Paid Regular Day School Service To The District On The Same Date.

   The criteria are applied in order of seniority and ranking will be an accumulation of points from variables within the criterion. The total applicable points in criterion one will be applied to those having the same first date of service in a probationary status. Therefore, when ties are broken by criterion one, no further criterion will be applied. However, if applying the first criterion there are still ties, then the second criterion is to be applied; and if ties still result, the third criterion is to be applied, et cetera, until all persons have a unique ranking.

1. Criterion One - Prior Temporary and/or Probationary Day School Certificated Employment With The District

Prior Employment	Point Value
A point value of one-half (1/2) will be granted for each semester of temporary and/or probationary and/or permanent day school certificated employment within the District rendered prior to verified seniority date.	½

A semester of service is defined as contract service for seventy-five (75) percent or more of the number of working days of the full assignment, including sick leave, but excluding leaves without salary. Historical records of the District reflect that seventy-five percent of a full year's teaching assignment is 138 days, based on a work year of 184 days. Historical records of the District reflect that seventy-five percent of a full year's teaching assignment is 139 days, based on a work year of 185 days.

2. Criterion Two - Credential/Certificate

Credential(s) Held	Point Value
Specialist - Bilingual/Cross Cultural Instruction	1
Certificate of Bilingual/Cross Cultural Competence	1
Specialist – Reading	1
Specialist – Special Education, or any credential authorizing special education services or designated instructional services (speech only)	1

3. Criterion Three - Degrees Earned
(Accredited Institution)

Degree	Point Value
Doctorate Degree	2
Master's Degree	1

4. Criterion Four - Recognized Units Subsequent To Baccalaureate Degree

Unit	Point Value
Each Semester Unit (Must be a unit acceptable on the District's salary schedule in accordance with District adopted "Rules and Regulations for Implementation of Salary Schedule for Certificated Bargaining Unit Members".)	1

I. The District shall make assignments and reassignments in such manner that employees shall be retained to render any service which their seniority and qualifications entitle them to render. However, prior to assigning or reassigning any employee, and prior to re-employing any employee pursuant to Sections F or G, to teach a subject which, in the District's judgment and in its sole discretion, he or she has not previously taught, for which he or she does not have a teaching credential, or which is not within the employee's major area of post secondary study or the equivalent thereof, the District shall require the employee to pass a subject matter competency test in the appropriate subject. The design, administration, and grading of the test, and all other matters pertaining to the test, are within the sole discretion of the District.

J. Application and Interpretation of this Article.

1. The provisions of this Article do not apply to teachers who are not subject to layoffs under Education Code Sections 44969 and 44975.
2. The provisions of this Article shall be interpreted as full settlement of all negotiations on the matter of unit member layoffs, re-employment, and the impact and effects of those matters. The Association hereby clearly and unequivocally waives its right to meet and negotiate all those matters during the term of this Article.

ARTICLE XXII CONSULTATION ON BOARD POLICIES

A. Prior to the Board's adoption of a specified board policy rescinding or amending specified policies, a consultation will be held with representatives of the Association.

B. Consultation as used in this Article means exchanging ideas and views on a specific policy change in a minimum of one (1) meeting between representatives of the Association and the Board or its representatives.

C. Nothing in this Agreement requires the Board or its representatives to meet with representatives of the Association at more than one (1) meeting on each proposed policy change.

D. Board policies covered by the consultation agreement are limited to the 4000 and 4100 series, excluding 4000, 4001, 4005, 4006, 4007, 4008, 4017, 4018, 4101, 4102 and 4103.

E. Provided consultation has taken place, this Article is not subject to the grievance procedure.

ARTICLE XXIII COPIES OF AGREEMENT

The cost of reproducing the Agreement will be borne by the District. The Association will be provided with five (5) copies. Teachers will be given a copy on request.

ARTICLE XXIV ACADEMIC FREEDOM

A. Academic Freedom

The teacher must be free to think and to express ideas, free to select and employ materials and methods of instruction, free from undue pressures of authority, and free to act within the professional group. Such freedom should be used judiciously and prudently to the end that it promotes the free exercise of intelligence and pupil learning.
Academic freedom is not an absolute. It must be exercised within the basic ethical responsibility of the teaching profession. These responsibilities include:

1. An understanding of our democratic tradition and its methods.
2. A concern for the welfare, growth, maturity, and development of children.
3. The method of scholarship.
4. Application of good taste and judgment in selecting and employing materials and methods of instruction.

B. Code of Ethics

The District strongly endorses the adherence to, and accepts as guiding policies, the statements of the teaching profession and related organizations/ associations pertaining to:

1. Code of Ethics for the Educational Profession (current).

2. Administrator Ethics in Personnel Matters (current)

   The Board recognizes the need for professional enforcement of these codes and delegates the responsibilities of such enforcement to the Association.

   When the Association or its delegated agencies or committees fail to gain observance of these codes the Superintendent shall take such measures as may be needed in accordance with existing Board policies and/or provisions of the Education Code including such disciplinary action as may be appropriate.

C. Freedom of Speech

Instructional personnel of the District are expected to exercise their constitutionally guaranteed right to freedom of expression. The Board recognizes that no freedom is absolute, and that in this case restrictions come from at least three sources:

1. Legal.

   Governing Bodies can within frequently defined limits restrict freedom of speech, as for example, within the "clear and present danger" doctrine of the United States

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Supreme Court. Differences of opinion on what constitutes acceptable regulation of freedom of speech in this sector may find solution only by legal action.

2. Societal.

   Communities vary in what they will tolerate in classroom discussion. Limits of such tolerance change with time and place. Differences of opinion between teachers and community feelings may not so much be a matter for court adjudication as for tolerance on the part of each contender for the other's position.

3. Professional.

   Teachers and their Association must themselves decide what effect insisting on freedom of speech, or accepting some degree of regulation thereof, will have on their role as teachers, or their ultimate effectiveness of the educational process.

   The District requests that any differences of opinion about the exercise or abridgment of freedom of speech within or among members of the Board, staff, and especially instructional personnel be reviewed by all parties concerned in the light of the above three factors.

ARTICLE XXV CALENDAR

A. During the 2016-2017 school year the work year shall consist of one hundred eighty-five (185) work days, including 180 instructional days. Commencing with the 2017-2018 school year, the work year shall consist of one hundred eighty-seven (187) work days, including 180 instructional days and two "flexible work days" for teachers. The Association and the District recognize that the two flexible work days are meant to give teachers the flexibility to choose alternate times and/or places to prepare for the upcoming semester. One day shall be the last day of the work week before school and one day shall be the first day of the second semester. In no event shall the days be moved to either end of the school year. If, due to an emergency school closure, the state reduces the minimum required student contact time, the required teacher work year shall be reduced an equal amount of time. With prior administrative approval, a teacher may exchange a flexible work day for a professional development day outside of the board approved work calendar for the current fiscal year.

B. Each year the District will adopt the calendar after consultation and input from the Association, with the calendar corresponding to the previous year regarding regular holidays, vacations, and beginning and ending dates.

C. The District reserves the right to reduce the ensuing "work year" to 184 days if it gives written notice to BUHSTA on or before January 15 (e.g. notice to reduce the

2018-2019 school "work year" would have to be given to BUHSTA on or before January 15, 2018). This decrease would result in a 1.65% decrease in salary/benefits compensation.

ARTICLE XXVI CONCERTED ACTIVITIES

A. It is agreed and understood that there will be no strike work stoppage, slowdown, picketing in conjunction with a work stoppage, refusal or failure to fully and faith fully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

B. In the event of a strike, work stoppage, slow-down, picketing in conjunction with a work stoppage, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

C. It is agreed and understood that any employee violating this Article may be subject to discipline, with such discipline being subject to the grievance procedure, up to and including termination by the District.

D. The District agrees not to lock out employees during the term of this Agreement.

E. In the event of any concerted refusal to work, the District has the right to suspend or modify any provision of this Agreement concerning leaves of absence.

ARTICLE XXVII EFFECT OF AGREEMENT

A. The District and the Association mutually agree that the terms and conditions set forth in the provisions of this Agreement and Memoranda of Understanding represents the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.

F. The District and the Association also mutually agree that this agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this

Agreement. The District has the right to act on any matter during the term of this Agreement as long as the action is not in violation of this Agreement.

G. The District and Association hereby waive all rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement.

This waiver by the Association shall include any action by the District not in violation of this Agreement or any effect or impact of such action.

ARTICLE XXVIII SAVINGS

This is the entirety of the Agreement between the District and the Association.

If any article, sections or provisions shall be found by a court of competent jurisdiction or by a superior court upon appeal to be contrary to or in conflict with federal or state law, that Article, sections or provisions only shall become void. All other Articles, sections or provisions of this Agreement shall continue in full force and effect.

ARTICLE XXIX DURATION

A. This agreement will be extended until June 30, 2019.

IN WITNESS WHEREOF, the parties hereunto set their hands this 3rd day of June, 2019

FOR THE DISTRICT:

Superintendent

FOR THE ASSOCIATION:

Lead Negotiator

Board Approved:
March 6, 2019

BRAWLEY UNION HIGH SCHOOL
Certificated Salary Schedule
2018-2019

3.7% COLA
ADD'L 1% TO STEP 30

DISTRICT PAID
HEALTH CAP:
$10,698.36 EFF 10/1/18

STEP	BA OR CTE CLASS I	BA+15 CLASS II	BA+30 CLASS III	BA+45 CLASS IV	BA+60 CLASS V	MA or higher CLASS VI
1	56,904	59,975	63,163	66,297	68,861	71,996
2	59,975	63,163	66,297	68,861	71,996	75,084
3	63,163	66,297	68,861	71,996	75,084	78,258
4	66,297	68,861	71,996	75,084	78,258	81,359
5	68,861	71,996	75,084	78,258	81,359	84,499
6	71,996	75,084	78,258	81,359	84,499	87,616
7	0	78,258	81,359	84,499	87,616	90,771
8	0	81,359	84,499	87,616	90,771	93,936
9	0	84,499	87,616	90,771	93,936	97,083
10	0	0	90,771	93,936	97,083	100,214
11	0	0	93,936	97,083	100,214	103,377
12	0	0	97,083	100,214	103,377	106,527
15	0	0	100,214	103,377	106,527	109,661
18	0	0	103,377	106,527	109,661	112,825
21	0	0	106,527	109,661	112,825	117,147
24	0	0	109,661	112,825	117,147	120,314
27	0	0	112,825	117,147	120,314	123,322
30	0	0	119,473	122,703	125,770	128,913

CLASS I - Bachelor's Degree and valid California Teaching Credential or a Career Technical Education Credential

CLASS II - Bachelor's Degree, plus 15 upper division or graduate units and a valid California Teaching Credential.

CLASS III - Bachelor's Degree, plus 30 upper division or graduate units and a valid California Teaching Credential.

CLASS IV - Bachelor's Degree, plus 45 upper division or graduate units and a valid California Teaching Credential.

CLASS V - Bachelor's Degree, plus 60 upper division or graduate units and a valid California Teaching Credential.

CLASS VI - Master's or Doctoral Degree and a valid California Teaching Credential

Additional compensation of $1500 annually for earned doctoral degree.

Anniversary step #1: paid per year after the completion of 14 years of teaching experience, 9 years of which are in BUHSD
Anniversary step #2: paid per year after the completion of 17 years of teaching experience, 12 years of which are in BUHSD
Anniversary step #3: paid per year after the completion of 20 years of teaching experience, 15 years of which are in BUHSD
Anniversary step #4: paid per year after the completion of 23 years of teaching experience, 18 years of which are in BUHSD
Anniversary step #5: paid per year after the completion of 26 years of teaching experience, 21 years of which are in BUHSD
Anniversary step #6: paid per year after the completion of 29 years of teaching experience, 24 years of which are in BUHSD

All unit requirements are in semester hours. Quarter hours will be converted to semester hours by multiplying the quarter hours by 2/3.

Career Technical Education (CTE) Teachers holding a full (Preliminary or Clear) Career Technical Education credential, will be placed on class (column) I of the Teacher salary schedule at the appropriate step commensurate with education and years of experience in the specific industry they are hired to teach, up to the maximum 6th year. CTE Teachers initially placed below step 6 at time of hire, will advance one step every school year (provided 75% of the school year is completed) up to the maximum 6th year. At no time, will CTE Teachers be placed higher than class I, step 6 of the Teacher salary schedule. unless they hold a valid California Teaching Credential.

Updated: 3/5/2019

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APPENDIX B
BRAWLEY UNION HIGH SCHOOL DISTRICT
CTA CONTRACT
2018-2019
SUPPLEMENTARY ASSIGNMENTS AND SALARIES

A. Co-curricular advisors: This category is co-curricular in nature and is an extension of regular class activities. Any supplementary pay received must be considered to be in addition to receiving a regular salary for teaching a regular class during the school day. The additional pay would be for additional time as required and for some additional responsibilities.

All approved club advisors are to receive pay.

B. Teachers will be given an opportunity to volunteer for extra duties in Appendix B.

* Rate used 2017-2018 salary schedule *	CLASS I STEP 1	CLASS I STEP 2	CLASS I STEP 3	CLASS I STEP 4
	54874	57835	60909	63932
1. Club Advisors not otherwise specified, = .020	1097	1157	1218	1279
2. Freshman Cheerleaders, Dance Team,Student Newspaper, Science Fair Coordinator = .030	1646	1735	1827	1918
3. Folklorico, Dramatics, Academic Decathlon, Class Advisors, Art Director = .040	2195	2313	2436	2557
4. J.V. Cheerleaders, = .050	2744	2892	3045	3197
5. La Ocotillo, Special Education = .060	3292	3470	3655	3835
6. Frosh and JV Head and Assistant Coaches = .070	3841	4048	4264	4475
7. Mock Trial, Peer Court, Varsity Assistant Coaches = .080	4390	4627	4873	5115
8. Instrumental Music, Varsity Head Coaches, Varsity Cheer/Comp. Coach = .110	6036	6362	6700	7033
9. Head Football Coach = .130	7134	7519	7918	8311

Factored supplementary assignments will receive extra pay as follows:

Base Salary is the salary for Class I, Step I of the teacher's salary schedule for the 2017-2018 school year and will be paid to the teacher serving the first year in the factored position.

Beginning in the 1985-86 school year, for each year of experience in the position at Brawley Union High School in the Supplementary Assignment the factored position will advance one step of Class I on the teachers' salary schedule until reaching the fourth step of Class I.

10. Extra duty per hour .075% of Class I Step 1 of 2017-2018 year : (54874) $41.16
    Extra duty per hour .075% of Class I Step 1 of 2018-2019 year (56904) effective April 1, 2019 $42.68
11. New teachers paid at 1/2 daily rate of Class I Step 1 293.44 1/2= 146.72
12. Department Head paid at 4% of Class I Step 1, plus $3.00 per class in the department : $2194.96 +
13. Bilingual Credential Stipend, if actually used in teaching , per year : $1,750
14. Sports P.E. 6th period, full time certificated staff, per semester : $1,000
15. Substitute teacher rate : $130 Per Day /$21.67 Per Hr
    Long Term Substitute is 1st 5 days x$130.($150 STARTING 6TH DAY $150 Per Day / $25 Per Hr

4/5/07 changes done to sheet per R Moreno changed volleyball to reg sport & deleted weightlifting and added appendix B
7/1/11 changes made per T. Munguia per 10/11 salary schedule
12/13/17 changes eff 1/1/18 include:
Academic Decathlon and Class Advisor from .02 to .04; Added Art Director to .04; Varsity Cheerleaders/Comp Coach from .07 to .11; Peer Court and Mock Trial from .07 to .08; Deleted Minor Sport Head Coaches from .08 and absorbed with Varsity Head Coaches at .11.
2018-2019 changes include extra duty rate increase from $41.16 to $42.68 eff: 4/1/19

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Appendix B

Stipends for extra-duty assignments will be paid as provided in the extra-duty salary schedule and will be paid only for authorized service. Service is authorized when both the District and the employee have agreed in a written contract. Compensation will be prorated if the employee starts after the prescribed beginning date or if service is terminated prior to completion of the season or school year. Coaches who serve in the capacity of head coach of two separate teams at the same time shall be paid the higher level stipend and .5 of the lower level stipend.

The stipend for the services rendered for a sports activity, including pre-season and post-season games, will be paid within forty-five (45) days following the close of the season. All other stipends will be paid on a monthly basis.

Extended coaching pay per sport will be paid retroactive from the end of the regular season to the last CIF playoff contest the District is involved in.

The per diem shall be calculated upon the CIF official start and end of the season using a five day week. Saturday playoff contests will be paid for the extra day.

The Superintendent may make exception to time of payments, provided the request for an exception is made by the second week in September.

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Appendix C

Other Services:

Extended Teaching is voluntarily teaching the same class consecutively during advisory period. Positions are temporary on an as needed basis determined by the Superintendent. Extended teaching shall be paid in the following classes of service:

1. Full responsibility defined as responsible or planning and presenting lessons, student evaluations and all associated duties of a class that does not have an assigned teacher; compensation will be computed on the basis of 1/6 of annual salary, excluding any extra-duty pay, divided by 187 days, times days served.

2. Extended contracts will be offered as needed. The District will advertise the position for three (3) working days before hiring.

3. NCLB complaint teachers with satisfactory evaluations will receive priority in hiring in core classes. A good faith effort will be made to attempt rotation among teachers who meet the criteria.

4 Partial responsibility defined as substituting for a teacher currently on leave; compensation shall be computed by the daily substitute rate divided by five.

The following extra-duty service will be compensated at the rate of .075% of base salary Class I, step 1 of the previous year.

Driver's Training, Home Teaching, Weight Lifting, Public Address System in Palmer Auditorium.

Services must receive prior approval of the Superintendent before compensation may be made.

The Agriculture teachers shall be paid according to their placement on the regular teachers' salary schedule and, in addition, receive 4% of their annual salary for each full year agriculture class. Such teachers shall be required to work prorated additional days based upon the percentage. Calendars approved by the Superintendent for the year will be adjusted to provide for vacation blocks. Teachers shall be responsible for all of the extra duties associated with student projects and F.F.A. activities.

Teachers new to the District who are required to attend a special orientation meeting before the beginning of the school year shall be paid for that day the sum of one-half of the Daily rate of Class I, step 1, of the previous year, for one-half (1/2) day of service. This is to be paid by September 10.

Department Heads will receive four percent (4%) of base salary Class I, Step I of teachers' salary schedule for the preceding school year, plus $3.00 per class within the department per semester. Determination of the exact number of classes per semester will be made by the District after the first fifteen (15) days of the first semester and after the tenth (10) day of the second semester. The District will notify the Association within five (5) working days of the number of classes per department chair.

If the District desires to add additional extra-duty positions during the period this Agreement is in force, the representatives of the District will consult with representatives of the Association to reach mutual agreement on the responsibility factor for the position.

3. The District shall pay a stipend of $1,750.00 to any teacher who has a regular bilingual credential issued by the Commission of Teacher Credentialing and is in a teaching assignment which directly assists the District in satisfying current legal requirements regarding bilingual education.

4. For the major sports - boys basketball, girls basketball, football, softball, volleyball, wrestling, baseball, soccer and track in varsity level - head coaches can participate on a voluntary basis in a 6th period sports PE class. The students who will be placed in this class will be identified by the coach. The head coaches must be full-time, BUHS certificated employees. A stipend for this program will be $1000.00 each semester.

DBP

Appendix D

Teacher Incentive

1. CTE Incentive

   A. Effective in the 2018-2019 year, the District will provide the following one-time incentive to unit members assigned to teach CTE courses for the District:

      $2,766 for CTE Teachers
      $1,166 for Teachers who hold a valid CA Clear Teaching Credential

   B. This one-time CTE incentive will be paid to unit member upon successful completion of the Commission approved CTE program and upon receipt of the Clear CTE Credential issued by the California Commission on Teacher Credentialing.

   C. The one-time incentive will be paid as long as CTE funding is available. In the event CTE funding is no longer available for the incentive, it will no longer be provided.