

2016-17 Tentative Agreement

BENICIA UNIFIED SCHOOL DISTRICT

350 East K Street
Benicia, California 94510

BENICIA TEACHERS ASSOCIATION

CTA / NEA
P.O. Box 1867
Benicia, California 94510

March 3rd, 2017

ARTICLE 2, SECTION 1 - SALARY SCHEDULES

Salary schedules to be calculated based on the provisions of Article 2, Section 2. The Salary Schedule is in Appendix B

ARTICLE 2, SECTION 2 - SALARY PROVISIONS

A. SALARY SCHEDULE

For the ~~2014—2015~~ **2016-2017** school year **there shall be a 3.5% ongoing increase to the teacher's salary schedule.** The percentage increase shall apply equally to all steps and columns of the salary schedule, and shall be used as the basis to establish all other salaries, stipends, hourly rates and payments that are linked to the salary schedule. This increase shall be **effective April 1, 2014 2017** for hourly rates, salaries, Masters, and PhD stipends only. Other stipend increases shall go into effect on July 1, 2017.

B. CLASS COLUMN PROVISIONS

Class IA	BA Degree without a valid California Teaching Credential
Class IIA	BA Degree + 30 semester units without a valid California Teaching Credential
Class IIIA	BA Degree + 45 semester units or MA without a valid California Teaching Credential
Class IVA	BA Degree + 60 semester units or MA + 20 units without a valid California Teaching Credential

Class I	BA Degree and a valid California Teaching Credential
Class II	BA Degree + 30 semester units and a valid California Teaching Credential
Class III	BA Degree + 45 semester units or MA and a valid California Teaching Credential
Class IV	BA Degree + 60 semester units or MA + 20 units and a valid California Teaching Credential
Class V	BA Degree + 75 semester units or MA + 35 units and a valid California Teaching Credential

The stipend for Master's and Doctorate degrees shall be 2.81% of Step 1, Class 1A of the BTA salary schedule and shall not be prorated for part-time employees.

C. OUTSIDE EXPERIENCE

1. Credit for out-of-district public school teaching experience will be granted for up to ten years of credit on the salary schedule.
2. Class and/or step placement for teachers holding special credentials (e.g., vocational teachers) may be advanced beyond normal degree/unit requirement establishing a work/training equivalent.
3. The basis for placement exceptions must be documented: transcripts, job descriptions, verification of number of years of successful work experience and/or other pertinent material.

D. MOVEMENT ON THE SCHEDULE

1. Teachers shall be classified on the salary schedule on the basis of uniform allowance for years of training and years of experience.

2. Class movement after initial placement shall be made by completing fifteen (15) semester units of acceptable college work for each Class to be advanced (except between Column I and II where thirty [30] units are needed), and by completing Class movement procedures.
3. Step movement after placement shall also occur as normal requirements are met. Unit members shall work fifty (50%) percent or more in a given school year in order to advance a step in the following year on the salary schedule. Unit members working less than fifty percent (50%) in a given school year must meet or exceed eighty-percent (80%) over two or more years in order to advance a step on the salary schedule.
4. Procedures and deadlines established by the District for receiving compensation for advanced degrees shall be the same as those used to determine Class movement, as follows:
 - a. The teacher must request a Class transfer prior to April 1 for the transfer to be effective the following school year.
 - b. The teacher must provide satisfactory verification of successful course completion by September 15 in order to advance in that school year.

E. UNITS FOR SALARY ADVANCEMENT

1. All units must be reviewed by the Principal and approved by the Superintendent or designee prior to the teacher's beginning the course work to be applicable for salary advancement purposes.
2. Normally, units earned must be in upper division or graduate work offered by an accredited college or university and directly related to the teaching assignment.
3. There shall be no limit on the number of units earned in summer courses or during the regular school year.
4. The District will grant units for professional development classes, workshops, seminars and in-service to unit members. One (1) unit of credit will be awarded for every fifteen (15) hours of class time. Preparation time and travel time do not apply for credit.
 - a. Unit members must have prior approval in order to receive credit. Class time is counted only after the normal working day of seven hours and fifteen minutes (7:15).
 - b. Professional growth credit will not be granted if the District pays for any part of registration and/or other expenses.

F. PART-TIME TEACHERS

1. Teachers working less than full time will be designated as part-time teachers.
2. In cases where job-sharing applies, the teachers involved will be given proportioned shares of their salary for the full time position that is being

filled by job shares.

3. In case where the instructional responsibility is divided into sections, such as the middle school level and high school level, the unit member's salary and benefits shall be based upon a prorated portion of the regular full time teacher's workday.

G. JOB SHARING

1. Job sharing shall refer to two (2) teachers sharing one (1) assignment.
2. All job-sharing assignment openings shall be open to teachers who have indicated in writing to the Human Resources Office their desire to job share.
3. Job sharing assignments shall be filled only by teachers who have indicated jointly their wish to job-share.
4. Assignment responsibilities of job sharers may be divided according to a plan designed by them, with the concurrence of their immediate supervisor and site administrator.
5. Job sharing teachers shall be placed and advanced appropriately on the Salary Schedule and shall receive a prorated share of fringe benefits paid to teachers.
6. Job sharers who were previously full time staff members and who wish to return to full time assignments in the subsequent year must agree jointly to do so and must inform the Human Resources Office when staff plans are solicited. They shall be allowed to return to full time status when two (2) vacancies exist for which they are qualified which may include their current assignment. If only one partner in a job share wants to return to a full-time position, there must be one (1) FTE vacancy and a replacement partner for the job share.
7. Job share teachers who were not previously full-time must apply for full-time positions. They are not automatically moved to a full-time position.
8. Unit members working in a Job Share assignment and who wish to return to full time status the following year shall give written notice to the District no later than March 1.

H. EXTRA TEACHING ASSIGNMENTS

1. Extra teaching assignments are differentiated from Extra Duty Hours or other optional duties in that they require the teacher to meet with a scheduled class or classes to provide instruction before school, during the duty-free lunch, at the end of the instructional day, or non-instructional days, and preparation is required.
2. When authorized, teachers with extra teaching assignments shall be paid at the hourly rate of thirty-five dollars and eighty-eight cents (\$35.88) per

hour for each hour of instruction provided. This rate of pay shall increase proportionately to any negotiated wage increase.

3. When it is necessary to request that a teacher cover a class for another teacher, he/she shall receive the rate set forth in subsection 2, above, for the additional class, and the workday shall be increased proportionately.
4. Unit members may teach during their preparation period for an extended term under the following emergency conditions. The District has a need for less than a full time teaching assignment and after a good faith effort has been unable to locate a qualified candidate. Outside advertising will be required to validate the emergency. If no external candidate is found, the assignment(s) will be advertised in the site for a minimum of two (2) school days. Unit members who accept the assignment will receive their preparation period through an extension of the workday by one (1) period. The salary shall be twenty percent (20%) of the unit member's daily rate of pay. The unit member's daily contractual student contacts shall be increased by no more than twenty percent (20%) during the assignment.

I. TEACHER ON SPECIAL ASSIGNMENT (TOSA)

1. Appointment to a Teacher on Special Assignment position (TOSA) may be made when the District deems a temporary position is necessary for a specific purpose, and that a teacher is qualified for the duties of that position.
2. The position shall be posted for a minimum of three (3) days. The position may be posted as either strictly in-house or open to all applicants at the District's discretion.
 - a. All qualified in-house candidates shall be granted an interview.
 - b. In evaluating a candidate for the position, consideration will be given but not necessarily limited to the candidate's credentials, professional training, specific educational skills and relevant experience.
 - c. If a qualified in-house candidate is available, that candidate shall receive consideration over an outside candidate in awarding the position.
3. A TOSA position shall be defined as follows:
 - a. The position has been approved to be filled for the current year.
 - b. The work involved is too extensive or complex to be completed in conjunction with a regular teaching assignment.
 - c. A major component of the assignment includes a continuing program of support and assistance to teachers and/or students.
4. The TOSA shall be relieved of all classroom responsibilities, but shall remain a part of the Benicia Teacher's Association, and shall be paid on the teacher's salary schedule with the following provisions:
 - a. The TOSA may be required to work from ten (10) to twenty-five (25) days beyond the regular contract year. Annually, the number of extra days shall be mutually agreed upon by the District and the Association.

The extra days shall be paid at the TOSA's per diem rate.

5. The TOSA's workday shall continue to be 7.25 hours as specified in the BUSD/BTA contract. Any hours which the TOSA is required to work beyond his/her contract hours shall be paid via a time card at the hourly rate as is appropriate for any teacher working beyond the end of the duty day at the administration's direction, aside from his/her required Extra Duty hours. The time card shall only be used when the TOSA is specifically directed by an administrator to work beyond his/her regular contractual day.
6. If for any reason the District believes a TOSA position can be performed effectively as a part-time position; prorated prep time must be allotted for the teacher to prepare for his/her regular classroom instructional duties. There shall be no prep period allotted for a full time TOSA as there are no regular classroom instructional duties attached to the position.

J. Newly Hired Teachers

When teachers are required to attend the New Employee Orientation, and it is outside of the contractual year, they shall be compensated at the non-instructional rate of pay for actual hours attended as outlined in Article 2, Section 4 – Extra Assignments.

ARTICLE 2, SECTION 3 - EXTENDED DAY

A. ADDITIONAL COMPENSATION

The District will provide additional compensation to those teachers who are appointed to extended day activities.

B. CLASS COLUMN PROVISIONS

The District defines extended day activities as those in which the following factors exist:

1. The position has been approved to be filled for the current year;
2. The extra work occurs at times before and/or after the required duty day or during duty-free periods for teachers;
3. A major requirement of the assignment includes a continuing program of performance open to the general public; or
4. A major requirement of the assignment includes a continuing program of competition with their schools or students.
5. The teacher serves as a department chairperson.

C. COMPENSATION FOR EXTENDED DAY ACTIVITIES

Compensation for extended day activities shall be as follows:

1. Department Chairs (See Article 10)
2. Other extended day activity compensation ranges shall be as provided below, effective 7/1/2017:

% OF STEP 1

	<u>RANGE</u>	<u>CLASS 1A</u>	<u>Stipend</u>
1	.75	\$ 295 \$334	
2	1.0	\$ 394 \$445	
3	1.5	\$ 591 \$667	
4	2.0	\$ 788 \$891	
5	4.0	\$1,575 \$1,782	
6	4.5	\$1,772 \$2,004	
7	5.5	\$2,166 \$2,450	
8	6.0	\$2,363 \$2,671	

D. **ACTIVITY AND COMPENSATION RANGES**

The extended day activity and compensation ranges are established as follows:
BENICIA HIGH SCHOOL

Range 4	
Senior Advisor (1)	Avid Coordinator
Cheerleading Assistant Coach - Fall	Assistant Challenge Day Coordinator
Cheerleading Assistant Coach - Winter	Drama – Theatre Technician
Range 5	
Baseball Assistant Coach – Varsity	Cheerleading Coach – Fall
Basketball Coach– Frosh – Boys	Cheerleading Coach – Winter
Basketball Coach – Frosh – Girls	Softball Assistant Coach – Varsity
Cross Country Assistant Coach - Coed	Softball Coach – Freshman
Drama – Theatre Artistic Director	Tennis Assistant Coach – Boys
Football – Frosh – Assistant Coach (2)	Track Assistant Coach (4)
Football – JV – Assistant Coach (2)	Wrestling Assistant Coach
Challenge Day Coordinator	Drama - Musical Choreographer
Intramurals/After School Coach (1)	Drama - Musical Vocal Director
Head Counselor Position	
Range 6	
Academic Decathlon	Golf Coach – Girls
After School Math Lab Coach (2)	Soccer Coach– JV – Boys
Badminton Coach	Soccer Coach – JV -Girls
Baseball Coach – JV	Softball Coach – JV
Basketball Coach – JV – Boys	Student Newspaper

Basketball Coach – JV – Girls	Swimming Coach – Boys
Choir Director	Swimming Coach – Girls
Cross Country Coach – Coed	Tennis Coach – Boys
Drama – Fall Play Director	Tennis Coach – Girls
Football – Frosh – Head Coach	Wrestling Coach – JV
Football – Varsity Assistant Coach (2)	Volleyball Coach – JV – Girls
Golf Coach – Boys	Yearbook Advisor
Range 7	
Baseball – Varsity Head Coach	Softball – Varsity Head Coach
Basketball – Varsity Head Coach – Boys	Track – Head Coach (2)
Basketball – Varsity Head Coach – Girls	Volleyball – Varsity – Girls
Drama Director - Musical Production	Water Polo – Boys
Football – JV – Head Coach	Water Polo – Girls
Soccer – Varsity – Boys	Wrestling – Varsity Head Coach
Soccer – Varsity – Girls	
Range 8	
Activities Director*	Marching Band Director
Athletic Director – Boys*	Football – Varsity – Head Coach
Athletic Director – Girls*	

* Release time shall be provided during the regular work day.

BENICIA MIDDLE SCHOOL

Range 5	
Basketball Coach - 8th Grade – Boys	Track Coach – Coed (2)
Basketball Coach - 8th Grade – Girls	Volleyball Coach – 6 th /7 th Grade – Girls
Basketball Coach - 6 th /7 th Grade – Boys	Volleyball Coach – 8 th Grade – Girls
Basketball Coach - 6 th /7 th Grade – Girls	Wrestling Coach – 6 th /7 th Grade
Choir/Jazz/ Drum Line Director	Wrestling Coach – 8 th Grade
Drama Director	Yearbook Advisor
Student Newspaper Advisor	
Range 6	
Athletic Director	Journalism Advisor
Range 7	
Activities Director	Marching Band Director

LIBERTY HIGH SCHOOL

Range 8
Activities Director - To be split at site discretion

ELEMENTARY **

Range 1	
Yearbook Advisor – Professionally produced	
Range 2	
Outdoor Education Coordinator	
Range 3	
Outdoor Education Participating Teacher(6)	
Chorus Director – Fall	Garden Coordinator – Fall
Chorus Director – Spring	Garden Coordinator – Spring
Coach – Fall Sports	Student Council Coordinator
Coach – Winter Sports	Technology Coordinator
Coach – Spring Sports	Yearbook Advisor – site produced (2)
Conflict Resolution Coordinator	Art Program Coordinator
Dance Club Drama Production Director (excluding Holiday performances)*	Student Publications (newspapers, literary journals, and publications)
Safety Patrol Advisor	Kids Care Advisor
Nature Bowl Advisor	Games Club
Range 4	

Range 5	
Elementary School Band - Fall	
Elementary School Band - Spring	

* Co-Curricular: Outside regular school day

** Requests for activities not identified above shall be submitted to the Human Resources administrator. Additions, deletions, and modifications shall be made pursuant to Article 2, Section 3, E.

Agreements:

1. The District may allocate up to nine (9) extended day/co-curricular positions to each elementary school annually, all of which shall be paid at Range 3. The co-curricular elementary budget shall increase proportionate to the percentage increase in salaries.

1. In addition to the nine (9) extended day/co-curricular positions specified above, each elementary site shall be allotted **one (1) Outdoor Education Coordinator, to be paid at Range 2, per grade level at each site. If a teacher serves as the Outdoor Education Coordinator and an Outdoor Education Participating Teacher, they will be paid a stipend at Range 2 and a stipend at Range 3. There will be up to six (6) additional positions for Elementary Outdoor Education Participating Teachers at each site to be paid at Range 3.**

3. Overall annual co-curricular allocations shall increase proportionate to the percentage increase in salaries, tied to Step 1, Column 1A.

E. ADDING/DELETING POSITIONS

Positions may be added or deleted or other modifications made to this schedule after discussion between both parties.

F. NOTICE OF VACANT POSITIONS

Notice of vacant positions shall be posted at all work locations for five (5) working days before positions are filled.

G. POSITIONS TIMELINE/CONDITIONS

Positions are held for the duration of one (1) school year, but the incumbent may retain the position from year to year with Board approval.

1. If an incumbent is not retained for the position, he/she is entitled to a statement of the reasons from the site administrator involved.
2. Appointments will be submitted to the Governing Board each school year as filled.

H. INDICATIONS OF INTEREST

Unit members may indicate interest in any two (2) positions, and will be given an interview so as to be considered for appointment to those positions in the following year. All indications of interest must be in writing.

1. Intent letters completed annually in the spring will include a section where interest in a given position can be indicated.
2. Qualified unit members will be given preference over non-unit members in consideration for filling positions.

I. LIMITATION ON NUMBER OF POSITIONS HELD

1. No member may hold more than two (2) extended day activity positions in any given year, except as follows:
 - a. The positions have been posted for one (1) complete cycle (5 days) and no qualified applicant has been found.
 - b. The position posting is extended beyond the 5th day, at which point unit members holding two (2) other positions may apply and receive consideration.
2. When a unit member holds three (3) or more positions in a given year, he/she must automatically relinquish the extra positions acquired under "a" or "b" above for reposting the ensuing year.

ARTICLE 2, SECTION 4 - EXTRA ASSIGNMENTS

At the elementary, middle and high school levels, when authorized, the District shall pay ~~twenty-two dollars and fifty-five~~ **twenty-five dollars and twenty-two cents (\$22.55 \$25.22)** per hour per teacher assigned to Extra Duty supervision beyond nine (9) hours of such service per school year in activities including, but not limited to, those cited in Article 4, Section A. This non-instructional rate of pay shall increase proportionally to any negotiated wage increase.

ARTICLE 3 - HOURS

A. ON SITE WORKDAY

The on-site workday for full time unit members shall be seven and one-quarter (7-1/4) hours per day/thirty six and one quarter (36-1/4) hours per week inclusive of a duty free lunch and preparation period. The lunch period shall be at least thirty (30) minutes in length. The workday shall begin no less than fifteen (15) minutes prior to the instructional day. Site administrators will establish the start and ending time for individual school sites as long as it does not exceed seven and one-quarter (7-1/4) hours.

To allow for Common Planning Time at Benicia High School, the on-site workday for full time unit members shall be seven and one-quarter (7-1/4) hours per day/thirty six and one quarter (36-1/4) hours per week inclusive of a duty free

lunch and preparation period and begin no less than ten (10) minutes before the start of the first regular period of the day. The lunch period shall be at least thirty (30) minutes in length.

B. INSTRUCTIONAL MINUTES:

The minimum number of annual instructional minutes shall be:

- 1. Kindergarten 36,000 minutes
- 1. 1. Grades 1-3 50,450 minutes
- 1. Grades 4-5 54,190 minutes
- 1. Grades 6-8 60,200 minutes
- 1. Grades 9-12 65,240 minutes

C. SECONDARY PREPARATION AND PLANNING

Full time Middle School and High School teachers shall have one (1) unassigned period daily set aside for preparation and planning. Each preparation period shall be the equivalent of a regular class period.

D. TK-5 PREPARATION AND PLANNING

Teachers at grades TK-5 shall have two hundred forty (240) minutes per week of preparation and planning within the onsite workday. Thirty-five (35) minutes of planning and preparation will occur during the instructional day for teachers of grades 1-3. One hundred ten (110) minutes of planning and preparation will occur during the instructional day for teachers of grades 4-5 which will equalize instructional time for grades 1-5.

Full time classroom teachers assigned to fourth or fifth grade will be granted three (3) days of release each year. Such days shall be arranged by the teacher and site administrator.

All yard duty assignments at the elementary and middle school levels shall be shared equally by all unit members at the site. This arrangement will be evaluated and reviewed by both parties in a flexible manner.

E. PERMISSION TO LEAVE RELATED TO SCHOOL WIDE EVENTS

At the high school level, when school-wide events require the presence of

all teachers during the evening hours (e.g., Open House, Back to School Night, Graduation), the following student day shall be a two hundred forty (240) minute minimum day, and unit members shall be permitted to leave school at the end of the instructional day on that day.

F. MINIMUM DAYS

No more than ten (10) minimum days of no less than two hundred forty (240) minutes for the High School levels shall be granted each school year. This number shall include events listed under Section "E" above.

At the High School level, six (6) of these minimum days shall be used for finals. Remaining minimum days may be planned, if needed, by unit members and administrators at each site, and submitted to the Superintendent at least two (2) months in advance.

G. EXTRA DUTY HOURS

After nine (9) hours of Extra Duty Hours (Article 4) time have been completed, members shall not be required to remain later than 9:30 p.m. for evening events (excluding those covered by Section F, above) nor to work on Saturdays and holidays.

H. FACULTY MEETINGS

Faculty meetings called by the Superintendent or site administrator may, if necessary, begin no more than fifteen (15) minutes after the end of the duty day, and the meeting shall not exceed sixty (60) minutes in length. Such meetings are to be limited to two (2) per calendar month.

Special Education teachers shall use one of the monthly faculty meetings every other month during the school year for a Special Education Department meeting with the Director of Special Services. Prior to the meeting, the special education teachers shall be provided the opportunity to add items to the agenda.

I. TEACHER IN CHARGE (ELEMENTARY)

When an elementary site is left without an administrator for one (1) day or more, the hiring of a substitute will be authorized to relieve the designated teacher-in-charge of teaching responsibilities.

J. ASSOCIATION BUSINESS

When the unit President receives prior permission, from the site principal, unit

members may leave the duty site for Association business five (5) minutes after the end of the student day, provided no mandatory activities are planned.

K. COMMON PLANNING TIME (CPT)

At the elementary and middle school levels there shall be a weekly minimum day on Fridays or another day mutually agreed upon by the parties, to be used for planning, preparation, grade level meetings and other classroom related needs as determined by the teachers and administrators at each site. At the elementary level the day shall incorporate a three (3) consecutive hour block of time for preparation and planning by the staff during their duty day. At Benicia Middle School the day shall incorporate a minimum two hour and twenty-five minute (2:25) consecutive block of time for preparation and planning by the staff during their duty day in addition to the regular preparation period during the instructional day for a total of at least three (3) hours of preparation and planning time. With the exception of ~~four (4)~~ **three (3)** minimum days which will be set aside to meet ~~S.I.P. requirements at the middle school and~~ **for** parent conference needs at the elementary schools, the time shall not be used for faculty meetings, required department meetings, required committee meetings, or in-services. Individual teachers shall have the option to use this time for individual preparation if necessary, with the exception of those days reserved for ~~S.I.P./~~parent conference requirements. These minimum days shall also include the release time, specified in Section E above, required for evening events.

There shall be two (2) minimum days during the last week of school. At Benicia High School there shall be 16 CPT days per school year, distribution on the calendar shall be jointly determined by a committee consisting of three (3) BTA unit members from BHS and the site administration to coordinate with other scheduled activities, quarter and semester grading, and academic needs. The schedule of CPT days shall be published no later than the first student day of each school year. At Benicia High School, the CPT day shall incorporate a one hour and forty-five minute (1:45) consecutive hour block of time for preparation and planning by the staff during their duty day in addition to the regular preparation period during the instructional day.

L. COUNSELOR WORKDAYS

Full-time secondary school counselors will work (10) additional days beyond the teachers' work year. The scheduling of these days and the work hours shall be jointly determined by the unit member and the site principal to best meet the needs of the students. Payment for these days will be on a per diem basis.

ARTICLE 5 - HEALTH AND WELFARE BENEFITS

ARTICLE 5, SECTION 1 - HEALTH AND WELFARE BENEFITS

A. DISTRICT MEDICAL CONTRIBUTION

The District contribution to the medical benefits premium shall be \$800 per month effective July 1, 2015. In no instance shall a unit member be entitled to the difference between the cost of their medical benefits and the medical benefit cap if their benefit plan costs less than the current medical benefit cap.

B. COMBINING DISTRICT CONTRIBUTIONS

Any married employees or domestic partners (as defined by Article 5, Section 1, L.1-3-4 of the Collective Bargaining Agreement) may elect to combine their District contributions for medical benefits (as defined in Article 5, Section 1.A above) into a single family or E+1 plan listing one of the employees as a dependent of the member and one of the following conditions are met:

1. Both spouses or domestic partners are active employees of the district.
2. One spouse or partner is an active employee of the district and the other is a district retiree eligible for medical benefits under the Retirement Medical Program.
3. Both spouses or domestic partners are district retirees eligible for benefits under the Retirement Medical Program. In such cases the selected benefit normally due to the dependent spouse or partner shall be added to the principal spouse's or domestic partner's District contribution as provided for in Article 5, Section 1A.

Should either spouse or domestic partner become deceased or divorce or terminate their domestic partnership from their spouse or domestic partner both spouses or domestic partners, or the surviving spouse or domestic partner, shall fall back into their normal benefit status. Retirees shall be entitled to the remainder of their retirement medical benefits as long as they comply with the conditions of Article 5, Section 2C of the collective bargaining agreement. Additionally, retirees shall be allowed to continue Delta Dental as a retiree.

C. VISION COVERAGE

All medical benefit plans offered by the District shall include full vision coverage. For any medical plan that does not include a contribution toward the purchase of corrective eyewear, coverage shall be by means of reimbursement from the district upon proof of purchase. Reimbursement shall be at the current Kaiser rate, currently one-hundred seventy-five dollars (\$175.00), for eyewear purchased through Kaiser optical services once every two years. Members of any medical plan which does not include a contribution toward the purchase of corrective eyewear need not purchase their eyewear from Kaiser optical services to qualify for reimbursement.

D. DENTAL INSURANCE

The District shall provide a fully paid dental insurance program, Delta Dental Service, at a maximum coverage of \$1,500 per year (with D&P) for full time employees and their dependents.

E. COVERAGE (MONTHS) (fixed a typo)

Employees who work a complete school year shall be entitled to health and dental coverage for twelve (12) calendar months.

Unit members working part time shall have their benefits prorated to the percentage they are working.

F. EARLY TERMINATION

Unit members who terminate their employment prior to the close of the school year shall receive their health and dental coverage in proportion to the percentage earned.

G. SUMMER COVERAGE

Should a unit member's employment terminate following the last day of the school year, such unit member shall be entitled to receive their paid health and dental coverage through the last day of September of the ensuing school year.

H. APPROVED LEAVE COVERAGE

Full time employees on an approved paid leave of absence shall continue to receive their health and dental insurance benefit at District expense.

Full time employees on an approved unpaid leave of absence may continue health and dental insurance benefit at their own expense, provided: (1) the carrier allows, and (2) they prepay the monthly premium required for such insurance by the last working day of the month preceding the month of coverage.

I. PAYROLL DEDUCTION TAX SHELTERED PLANS

The District will provide payroll deduction for unit members who wish to participate in approved tax sheltered plans.

J. CASH-IN-LIEU – MEDICAL

Upon presentation of proof that a unit member has health insurance through a spouse's employment, the District shall contribute a sum of two hundred dollars (\$200.00) per month in lieu of health coverage. This benefit shall only be available to unit members who elected cash-in-lieu prior to January 1, 2006 and shall not be available to unit members who opt out thereafter.

K. RETIREE BENEFITS

Retired teachers may continue to receive medical and dental benefits with the same carrier, through the group plan, at their own expense, subject to any stipulations relative to such coverage on the part of STRS and/or the group carrier.

L. DOMESTIC PARTNERS

The District shall permit domestic partners to participate in the District's health and welfare benefits plans, subject to carrier approval and under terms and conditions set forth in Appendix C. If the District is unable to obtain carrier approval, the parties shall meet to determine whether an alternative, mutually agreeable plan should be obtained which allows domestic partner coverage.

1. Definition: A domestic partnership shall exist between two persons regardless of their gender and each of them shall be domestic partner of the other if both complete, sign and have notarized the Benicia Unified School District Affidavit of Domestic Partnership (Appendix C, Exhibit A).
2. A domestic partnership exists when all of the following occur:
 - a. Both persons have a common residence.
 - b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
 - c. Neither person is married nor a member of another domestic partnership.
 - d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
 - e. Both persons are at least 18 years of age and are mentally competent to consent to contract.
 - f. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the Benicia Unified School District.
 - g. The two parties agree to notify the Benicia Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.
3. Termination: A domestic partnership shall terminate when any of the

following occurs:

- a. One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership.
- b. One of the domestic partners dies.
- c. One of the domestic partners marries.
- d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of common residence.
- e. Upon termination of the partnership, the employee shall notify the District by filing a Statement of Termination of Domestic Partnership (Appendix C, Exhibit B). The form shall include a statement whereby the employee shall certify under penalty of perjury that he or she notified his or her domestic partner of the termination of the partnership. All benefits provided by this section shall cease as of the last day of the month following the receipt of the Statement of Termination of Domestic Partnership.
- f. The Statement of Termination must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file the statement, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

4. Application and Terms

In order to receive any benefit provided for by this Section, an employee and his or her domestic partner shall complete, have notarized, and file with the District a Benicia Unified School District Affidavit of Domestic Partnership (Appendix C, Exhibit A).

The form shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditure made by the District for any administrative charges or other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner/dependent is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2.

The District must pay FICA and Medicare taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have any rights to continuing

coverage under federal law through COBRA or under any state law.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

ARTICLE 5, SECTION 2 - EARLY RETIREMENT

A. STRS WORKLOAD REDUCTION

1. Definition: Reduced services workload shall be defined as the: equivalent of at least one-half (1/2) the number of sequential days of service required by the unit member's contract of employment during the employee's last year of service in a full-time position and will commence on the first day of the first half of the work year, or the first day of the second half of the work year. The total of such reduced workload leaves granted to any unit member shall not exceed ten (10) years. STRS reduced workload must be approved by the Governing Board per Education Code 44922 and 22713.
2. Requirements: A unit member must have reached the age of fifty-five (55) prior to reduced services workload employment. The unit member must have been employed fulltime in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
3. Compensation: A unit member shall be paid a salary, which is the prorated, share of the salary that would have been earned had the unit member not elected to exercise the option of reduced services employment. The unit member's STRS contribution paid by both the District and the unit member shall be the same as if the unit member taught full time.
4. Effect on Benefits: The District shall pay the premium for fringe benefits at the same rate that is provided full time unit members.
5. Request Procedures: A unit member shall file an application for reduced services workload employment with the Human Resources Office by April 1 for the following school year.
6. Return to Full-Time Employment: A reduced services unit member may return to full time employment only with mutual consent of the unit member and the District, and only when an appropriate vacancy is available.

B. EARLY RETIREMENT INCENTIVE PROGRAMS

Independent Consultant

1. Definition: Early retirement is an incentive plan whereby a unit member may

- retire early and have the opportunity to enter into an ancillary services contractual agreement with the school district.
2. Requirements: A unit member shall have reached the age of fifty-two (52) and have rendered a minimum of ten (10) years of service to the District. The unit member in this program shall resign his/her position with the District and shall not return to regular employment with the District except under exceptional circumstances.
 3. Length of Contract: The contract for services shall be for a period of one (1) year renewable by mutual consent for no more than two (2) years. A participant will serve forty (40) days per fiscal year on a schedule agreed upon in advance by the unit member and the District.
 4. Compensation: A participant approved for this program shall be eligible for the following benefits:
 - a. A contract for a period of one (1) year renewable by consent for no more than two (2) more years.
 - b. Forty (40) days of work per year shall be performed at a rate of one-hundred forty dollars (\$140) per day.
 5. Request Procedure: The unit member shall file an application with the Human Resources Office by April 1 and be granted early retirement benefits as provided herein upon mutual agreement as to the services to be offered.

Unit members entering the plans shall submit a plan for specific duties, which may be modified in consultation with the administrator who will supervise the work. Unit member and administrator will agree upon a specific amount of duty time refined into calendared dates and hours. It is recommended that duties be performed at a site level. Suggested duties might include: working with grant/curriculum tutoring individual students or assisting a regular teacher, or substituting for regular teachers who are involved in District committees, meetings, conferences, or acting as teacher-in-charge, etc.

C. RETIREMENT MEDICAL PROGRAM

Unit members who retire with STRS or PERS with fifteen (15) years of service with the District shall be eligible for medical benefits at the current employee rates. If a retiree lives outside the service area for a district provider the District will provide a monetary benefit equal to the current Kaiser single rate with verification of coverage. The District will provide the benefit for a maximum of five (5) years or until the unit member becomes eligible for Medicare, whichever shall occur first. So long as the District offers a bifurcated (i.e., "low/high") Kaiser health plan, the District shall use the single subscriber rate identified in the Kaiser-Low Plan as the basis for calculating its contribution for Kaiser-Low enrollees and the single subscriber rate identified for the Kaiser-High Plan as the basis for

calculating its contribution on behalf of Kaiser-High and all other Health Plans enrollees, not to exceed the District contribution as provided for in Article 5, Section 1A. Effective June 1, 2015, this benefit is offered on a sliding scale as follows:

<u>Years to Medicare Eligibility</u>	<u>District Contribution</u>
3 or less years	100% per year for 3 years with any balance of time to be paid by the unit member via Cobra, or 75% per year up to 3 years, 11 months.
4 years	75% per year for 4 years with any balance of time to be paid by the unit member via Cobra, or 60% per year up to 4 years, 11 months.
5 or more years	60% per year for 5 years with any balance of time to be paid by the unit member via Cobra.

If a retiree lives outside the service area for a district provider the District will provide a monetary benefit equal to the cost of his/her current medical plan, or the amount to which he/she would have otherwise been entitled under this provision, whichever is less, with verification of coverage.

If a retired unit member covered by this program returns to active service in the district in a position that qualifies for medical benefits, the term shall be suspended until the unit member returns to retired status. Upon return to such status, the unit member shall receive any remaining term of benefit at the previous level of District contribution up to the age of Medicare eligibility. In no case shall such retiree receive benefits beyond those to which he/she would have been entitled had he/she not returned to active service.

D. MATCHING FUNDS

Unit members may elect to have funds deducted from their pay and placed in the approved defined contribution plan. The employer will match these contributions on a dollar for dollar basis up to a maximum of ten dollars (\$10) per month or twelve dollars (\$12) per month for unit members on ten pays.

E. RETIREMENT INCENTIVE

If BUSD approves a retirement incentive for any employee, and that incentive is not also offered to the BTA unit members, the BTA unit members will receive a

comparable incentive for the following year.

IMPORTANT NOTES:

Entry into any of the above programs should not be embarked upon by a unit member without a thorough knowledge of the personal financial ramifications. It is the responsibility of the individual to consult with all appropriate agencies, e.g., STRS, IRS, Social Security, etc.

Unit members who elect to retire early under Sections A, B, or C, above, may continue group benefit coverage at their own expense if the carrier allows, and subject to any stipulations relative to such coverage on the part of the State Teachers Retirement System and/or the group carrier.

Unit members should give notice of their decision prior to April 1 whether or not they will choose to retire under one of the above options.

ARTICLE 9 - CLASS SIZE

A. TK-5 (CLASS SIZE)

Subject to the provisions and exclusions noted in Section C below, averaging of class sizes may apply, but no class shall exceed the following maximums at the elementary level:

TK-3 28
4-5 30

Any TK-5 combination class shall be reduced by two (2) students from the above maximums.

~~While state funding for class size reduction TK-3 continues, the maximum class size for TK-3 single class shall be 24 students. If the state funding is reduced, the District and the BTA shall meet to negotiate the impact. If the state funding is eliminated, TK-3 classrooms will have their class size increased. Said increase shall not exceed the maximum established above.~~

~~This provision goes into effect after the Class Size MOU for Elementary Students expires at the end of the 2015-2016 school year.~~

For the 2016-17 school year:

TK-1st grade classes shall be assigned up to 24 students. The class size overage rate shall be paid for TK-1st grade classes that go above 24 students at \$10 per student per day for the 25th and 26th

student. At no time shall TK-1 classes exceed 26 students.

Grades 2 and 3 classes shall be assigned up to 24 students. The class size overage rate shall be paid for grades 2 and 3 classes as follows:

- 1. For the 25th and 26th student the overage rate shall be \$10 per student per day.**
- 2. For the 27th and 28th student the class size overage rate shall be \$15 per student per day.**

At no time shall grade 2 and 3 classes exceed 28 students.

Effective the start of the 2017-2018 school year:

TK-3rd grade classes shall be assigned up to 24 students. The class size overage rate shall be paid for TK- grade 3 classes that go above 24 students. The overage rate for the 25th and 26th student shall be \$10 per student per day. A TK-3 class shall not exceed 26 students.

On a voluntary basis, TK - 3 teachers may choose to exceed the total overage limit by 1 for a total of 27 students at a rate of \$10 per student per day.

These class sizes shall remain in effect while state funding continues for TK-3 grade span adjustment (GSA) through the Local Control Funding Formula (LCFF). If the state funding from LCFF-GSA is reduced, the District and BTA shall meet to negotiate the impact. If state funding from LCFF-GSA is eliminated, TK-3 classes, will have their class size increased. Said increases shall not exceed the maximum established above.

During the first five (5) student days at the beginning of the school year, and the first five (5) student days immediately following the winter break, site administrators shall survey their staff, using the agreed Contact Limit Overage Form (Appendix _____), in order to compile a list of teachers who are willing to accept a 27th student. Teachers who volunteer to accept a 27th student as a total contact limit overage commit to do so for either one full school year or the final half of the school year unless both the Association and the District agree that extraordinary circumstances warrant release from their total contact limit overage commitment. Volunteers for Contact Limit Overage shall be determined annually.

Elementary specialist teachers, with the exception of P.E., shall have one (1) class per instructional period.

Elementary P.E. specialist teachers shall have a maximum of two (2) classes per instructional period. This specialist shall be entitled to a classified aide if two (2)

classes are combined in one period.

B. MIDDLE AND HIGH SCHOOL (STUDENT CONTACTS)

At the middle and high schools, student contact per day shall be as follows:

No more than:

Full time teachers	155
80%	130
60%	98
40%	66
20%	33

No Physical Education teacher shall be assigned more than two-hundred (200) student contacts per day.

There shall be no more than thirty-three (33) students assigned in any given class, with the following exceptions:

1. Physical Education classes shall be assigned a maximum of forty (40) students.
2. Woodshop classes at BMS shall have no more than twenty-four (24) students in any class, and woodshop classes at BHS shall have no more than twenty-eight (28) students in any class.
3. Auto shop classes shall have no more than twenty-eight (28) students in any class.
4. Home economics classes shall have no more than twenty-eight (28) students in any class.
5. When keyboarding is being taught, each student shall have access to the appropriate device.
- ~~6. Physical Education classes shall be assigned a maximum of forty (40) students.~~
6. 7. Choir and marching/concert band classes are not limited to a maximum of 33 students per class.

C. PROVISIONS AND EXCLUSIONS

1. The above maximums shall not be controlling during the first fifteen (15) school days at the beginning of the pupils' school year at any level, or the first fifteen (15) school days immediately following the semester break in semester courses at the secondary level.
2. In classes which exceed the above maximums by one (1) or more students for more than five (5) consecutive school days the teacher may request class size **overage** relief (~~i.e. Bounty~~) from the site manager (except during the grace period noted in C.1 above). Class size **overage** relief shall be ten dollars (\$10) per student per day for the elementary (self-contained) grades, and two dollars (\$2) per student (based on a five [5] period instructional day for teachers) or caseload for the secondary level for a maximum of two (2) students per class or caseload. Class size **overage** relief shall be two dollars (\$2) per student per

subject area for the elementary teachers who accept students for subject area instruction in their self-contained classrooms if their classes are already at the contractual maximum. At the secondary level class size **average relief** (i.e. ~~Bounty~~) shall be two dollars (\$2) per student (based on a five [5] period instructional day for teachers) or caseload for the secondary level for a maximum of two (2) students per class or caseload.

3. At the secondary level, on a voluntary basis, teachers may choose to exceed the total contact limit of one hundred fifty-five (155) students by up to five (5) students for a maximum of one hundred sixty (160) total contacts per day. Total contact limit **average relief** shall be paid at the rate of five dollars (\$5) per student per day.

During the first five (5) student days at the beginning of the school year, and the first five (5) student days immediately following the semester break, site administrators shall survey their staff, using the agreed Contact Limit **average Relief** form (Appendix), in order to compile a list of teachers who are willing to accept more than one hundred fifty-five (155) student contacts per day to a maximum of one hundred sixty (160) student contacts per day. Teachers who volunteer to accept total contact limit **average Relief** commit to do so for either one full school year or the final semester of the school year unless both the Association and the District agree that extraordinary circumstances warrant release from their total contact limit **average Relief** commitment. Volunteers for total contact limit **average Relief** shall be determined annually.

In placing students, no individual class shall be allowed to exceed a total of thirty-five (35) students. In circumstance where total contact limit **average Relief** is warranted, the receiving teacher shall be selected from the established list of volunteers, and administrators shall not seek to place students in classes of teachers who did not volunteer for total contact limit **average Relief**.

4. Where class size **average relief** necessitates the hiring of a new teacher, the District shall have thirty (30) school days to complete the hiring process.
5. Unit members may choose to merge two or more classes together on a voluntary basis for the purposes of team teaching or large group instruction, (film, lecture, guest speakers, etc.). Those teachers, by mutual consent, may reconfigure the class sizes so that one (1) teacher may have a large group that exceeds contract class size, and one (1) teacher a small group.
6. If a tenured teacher chooses to accept an increase in a particular class size beyond contract limits, then that teacher would be assigned another class that is equally small in size to accommodate the difference. This situation must be agreed upon by administration and teacher. No class size **average relief** will be granted for this situation as long as the total number of student contacts is not exceeded and all parties agree with the arrangement.
7. On a voluntary basis, and with administrative approval, a full time teacher may teach six (6) classes in one semester and four (4) classes in the other semester. Teachers working this schedule will be considered one (1) F.T.E. for the entire

academic year, shall maintain their benefits and retirement as a full-time employee, and shall have their workday adjusted by semester accordingly.

D. CASELOAD/CONTACTS

Beginning in the 2017-18 school year, the special education caseloads shall be:

Special education teachers shall have a maximum student caseload as follows:

	<u>Caseload</u>	<u>Contacts/Day</u>
SDC-LH Mild/Mod (elementary)	15	15
SDC-LH Mild/Mod (Middle and High School)	20	70 65
With no class greater than 16		
SDC-SED PERL (elementary)	10	10
SDC-SED PERL (Middle and High School)	14	30
with no class greater than 10.		

Inclusion (Elementary)	15	20
Inclusion (Middle and High School)	15	20
Special Ed Pre-school	12	12
Secondary RSP/SDC Combination Class	28	88 80
with no class size greater than 22 19		

A student shall be considered on a unit member's caseload when the unit member has primary responsibility for the student's IEP.

At the elementary level, contacts/day is defined as the total number of students for whom the special education teacher provides direct services on a regular basis (either push-in or pull-out).

At the secondary level contacts/day is defined as the total number of students (excluding teacher assistants) assigned to the teacher's classes. (For example, a student who is assigned to teacher A's English and Study Skills classes would count as two (2) contacts.)

E. RESOURCE SPECIALIST/SPEECH LANGUAGE (CASELOAD)

Resource Specialist and Speech and Language teachers shall have a maximum number of students on their caseload as follows:

RSP	28
Speech and Language	55

The Resource Specialist caseload may exceed the above maximum by two (2) students, and the Speech and Language caseload may be exceeded by five (5)

students. (ed. code 56360 – 56369)

F. PROVISIONS AND EXCLUSIONS

1. The above maximums shall not be controlling during the first fifteen (15) school days at the beginning of the pupils' school year at any level.
2. In classes which exceed the above maximums by one (1) or more students for more than five (5) consecutive school days the teacher may request class size **average** relief (i.e. "Bounty") from the site manager (except during the grace period noted in C.1 above). Class size **average** relief shall be ten dollars (\$10) per student per day for the elementary (self-contained) grades, SDC-LH, RSP and SDC-ED PERL elementary programs, and two dollars (\$2) per student (based on a five [5] period instructional day for teachers) or caseload for the secondary level for a maximum of two (2) students per class or caseload. Class size **average** relief shall be two dollars (\$2) per student per subject area for the elementary teachers who accept students for subject area instruction in their self-contained classrooms.

ARTICLE 20 - CALENDAR

- A. School year calendars are included in the Appendix. The Calendar Committee shall develop and submit draft calendars for three (3) school years at a time. Beginning no later than December of the third year of the current calendar cycle the annual school calendar for the succeeding three (3) school years shall be developed by a Calendar Committee comprised of up to three (3) unit members, three (3) management employees, and three (3) classified employees. This committee shall develop a draft calendars which shall be submitted to both the bargaining unit and the Board of Education for ratification.
- B. The teacher work year shall be 184 days in length, and consist of 180 student days, two (2) teacher preparation days to be placed on the calendar immediately prior to the start of the instructional year, and two (2) Professional Development days, placement to be determined by the calendar committee. A minimum of fifty percent (50%) of the time on the two teacher preparation days shall be reserved for teachers to use to prepare for the beginning of the school year.
- C. BUSD site administrators will notify teachers of their next year's assignment (i.e. grade level and/or course assignments) and room assignment prior to the last day of the current school year. If either of these assignments is changed over the course of the summer, the teacher will be notified by phone and U.S. Postal mail no later than one (1) week following the change.

District, Dr. Michael Gardner,

BTA, Jeff Jones

Deputy Superintendent HR

BTA Bargaining Chair

Date

Date

**Memorandum of Understanding
Between Benicia Teacher Association
and
Benicia Unified School District**

Regarding Benicia High Block Bell Schedule

The Benicia Unified School District and the Benicia Teachers Association, collectively, the Parties, mutually agree to continue their joint committee work towards designing and implementing a new schedule at Benicia High School as a pilot for the 2017-18 through 2019-2020 school years.

The Parties agree that BHS teachers will be presented with a schedule as soon as possible, but in no case later than ten days before the final teacher work day of the 2016-2017 school year. Prior to presenting the schedule for a vote, the Parties will meet to determine if the proposed schedule has negotiable impacts which will be resolved to the Parties' mutual satisfaction as part of the schedule approval process. All BTA unit members at BHS will then be given the opportunity to vote on the proposed schedule.

In order to be implemented, the schedule must obtain an affirmative 2/3 majority vote of the BTA bargaining unit members at BHS. Should the proposed schedule receive an affirmative 2/3 majority vote, the schedule shall be implemented for the 2017-18 school year. If the affirmative 2/3 majority vote is not reached, the site shall continue the traditional schedule in place during the 2016-17 school year (Appendix _____).

Toward the end of the 2017-18 and 2018-19 school years, but no later than May 1st, the Parties shall meet to review the pilot schedule and determine whether or not modifications are needed for the following school year. An affirmative vote of the

majority(50% +1) of the BTA unit members at BHS shall be required to adopt the modifications to the schedule in each year.

By May 1st of the 2019-20 school year, after the three year pilot is complete, the BTA bargaining unit members at BHS shall vote to continue either the most recently modified schedule, or revert back to the 2016-17 schedule. If both parties agree, they may modify the schedule further following the same guidelines noted above regarding the negotiable impacts of the contract. The schedule shall be put forward for an affirmative $\frac{2}{3}$ vote by the BTA bargaining unit members for BHS . If the affirmative $\frac{2}{3}$ majority vote is not reached, the site schedule shall revert to the traditional schedule in place during the 2016-17 school year (Appendix _____).

District, Dr. Michael Gardner,
Deputy Superintendent HR

BTA, Carleen Maselli
President

Date

Date

District, Dr. Michael Gardner,
Deputy Superintendent HR

BTA, Carleen Maselli
President

Date

Date

