

BTA and BUSD - 2022-2023 Tentative Agreement

Includes the following documents

- Article 2 – Wages
 - Article 5 – Health and Welfare Benefits
 - Article 8 – Safety
 - Article 9 – Class Size
 - Article 10 – Department Chairs (revised)
 - Article 11 – Procedures for evaluations
(Alternative Evaluation report Form 3 – revised)
 - Article 21 – Duration (revised)
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- MOU – BHS eSport – revised/extended
 - MOU – TK-3rd Grade Assessment – revised/extended

BUSD BTA Tentative Agreement 05/24/2022
ARTICLE 2 - WAGES

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 A

ARTICLE 2, SECTION 2 - SALARY PROVISIONS

A. SALARY SCHEDULE

For the 2020-21 ~~2022-23~~ school year there shall be a 6.56% ongoing increase to the BTA unit members' 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 stipends, hourly rates, and payments that are linked to the salary schedule effective July 1, 2022.

~~Pending adoption by the State of California of a 2021-22 state budget with a Cost of Living Adjustment (COLA) applied to the Local Control Funding Formula (LCFF) within a range of 4.57% and 5.57%, for the 2021-22 school year there shall be a 5.3% ongoing increase to the BTA unit members' 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 stipends, hourly rates, and payments that are linked to the salary schedule effective July 1, 2021. If the state adopts a 2021-22 state budget with an LCFF COLA that is less than 4.57% or more than 5.57%, then both parties shall meet to renegotiate.~~

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

Class V California Teaching Credential
 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 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 Career Technical Education Credential, who do not possess a bachelor's degree may be advanced beyond normal degree/unit requirement establishing a work/training equivalent.
3. Step placement for teachers holding Career Technical Education Credential may be advanced beyond 10 years of credit on the salary schedule depending on their previous credentialed teaching experience.
4. 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. Each school will have a limit of two job shares per site.
4. Job sharing assignments shall be filled only by teachers who have indicated jointly their wish to job-share.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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 ~~forty-five dollars and seventy-three cents (\$45.73)~~ **forty-eight dollars and seventy-three cents (48.73)** 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:

	% OF STEP 1	
<u>RANGE</u>	<u>CLASS 1A</u>	<u>Stipend</u>
1 (EXTDAY01)	.75	\$384 \$406
2 (EXTDAY02)	1.0	\$508 \$541
3 (EXTDAY03)	1.5	\$761 \$811
4 (EXTDAY04)	2.0	\$1,015 \$1,082
5 (EXTDAY05)	4.0	\$2,030 \$2,163
6 (EXTDAY06)	4.5	\$2,284 \$2,434
7 (EXTDAY07)	5.5	\$2,792 \$2,975
8 (EXTDAY08)	6.0	\$3,045 \$3,245

D. **ACTIVITY AND COMPENSATION RANGES**

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

BENICIA HIGH SCHOOL

Range 4 (EXTDAY04)

Cheerleading Assistant Coach - Fall
Cheerleading Assistant Coach - Winter
Drama - Theatre Technician

Range 5 (EXTDAY05)

Badminton Assistant Coach
Baseball Assistant Coach - Varsity
Basketball Coach - Frosh - Boys
Cheerleading Coach - Fall
Cheerleading Coach - Winter
Drama - Musical Choreographer
Drama - Musical Vocal Director
Drama - Theatre Artistic Director
Football Assistant Coach - JV (3)
Get Focused Stay Focused Lead/Coordinator
Head Counselor Position
Panther TV/Video Production
Softball Assistant Coach - Varsity
Tennis Assistant Coach - Boys
Track Assistant Coach (4)
Wrestling Assistant Coach - Boys
Wrestling Assistant Coach - Girls
Wrestling Assistant Coach - Varsity - Girls

Range 6 (EXTDAY06)

After School Math Lab Coach (2)
Badminton Coach
Baseball Coach - JV
Basketball Coach - JV - Boys
Basketball Coach - JV - Girls
Choir Director
Cross Country Coach - Coed
Drama - Fall Play Director
Football Assistant Coach - Varsity (3)
Golf Coach - Boys
Golf Coach - Girls
Jazz/Drumline Director
Soccer Coach - JV - Boys
Soccer Coach - JV - Girls
Speech & Debate Advisor/Coach
Student Newspaper
Swimming Coach - Boys
Swimming Coach - Girls
Tennis Coach - Boys
Tennis Coach - Girls
Volleyball Coach - JV - Boys
Volleyball Coach - JV - Girls
WASC Assistant Coordinator
Wrestling Coach - JV
Yearbook Advisor

Range 7 (EXTDAY07)

Baseball Head Coach - Varsity
Basketball Head Coach - Varsity - Boys
Basketball Head Coach - Varsity - Girls
Dance Director
Drama Director - Musical Production
Football Head Coach - JV
Soccer Coach - Varsity - Boys
Soccer Coach - Varsity - Girls
Softball Head Coach - Varsity
Track - Head Coach (2)
Volleyball Coach - Varsity - Boys
Volleyball Coach - Varsity - Girls
Water Polo Coach - Boys
Water Polo Coach - Girls
Wrestling Head Coach - Varsity

Range 8 (EXTDAY08)

Activities Director*
Athletic Director - Boys*
Athletic Director - Girls*
Marching Band Director
Football Head Coach - Varsity

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

BENICIA MIDDLE SCHOOL

Range 5 (EXTDAY05)

Basketball Coach - 8th Grade - Boys
Basketball Coach - 8th Grade - Girls

Basketball Coach - 6th-7th Grade - Boys
Basketball Coach - 6th-7th Grade - Girls
Basketball Coach – 6th Grade - Boys
Basketball Coach – 6th Grade - Girls
Cross Country Coach - Coed
Drama Director

Range 6 (EXTDAY06)

Athletic Director

Range 7 (EXTDAY07)

Activities Director

English Language Development Coordinator
Jazz/ Drum Line Director

Student Newspaper Advisor - Web
Coordinator

Track Coach - Coed (2)
Volleyball Coach - 6th-7th Grade - Girls
Volleyball Coach - 8th Grade - Girls
Wrestling Coach - 6th-7th Grade
Wrestling Coach - 8th Grade

Yearbook Advisor

Marching Band Director

LIBERTY HIGH SCHOOL

Range 8 (EXTDAY08)

Activities Director - To be split at site discretion

ELEMENTARY **

The following list is a suggestion of positions:

Range 2 (EXTDAY02)

Outdoor Education Coordinator

Range 3 (EXTDAY03)

Academic Support (i.e. Math League,
intervention, homework club
Arts Clubs (i.e. Choir, Dance)

CAASPP Site Coordinator)

Communications/Marketing/Social Media
Coordinator

Outdoor Education Participating Teacher
(6)

Student Clubs (i.e. Garden club)

Range 5 (EXTDAY05)

Elementary School Band - Fall

Elementary School Band - Spring

Student Council

Safety Lead (i.e. Safety patrol, safety
committee lead)

Social/Emotional Support (i.e. Lunch
Bunch)

Student Publications

Yearbook Advisor

Choir Director

** 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.
2. 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. Additional staff may be added based on student needs per IEP.
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.

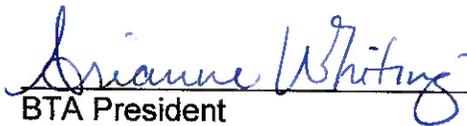
1. Intent letters completed annually in the spring will include a section where interest in a given position can be indicated.
2. Qualified unit members will be given preference over non-unit members in consideration for filling positions.

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 re-posting the ensuing year.

ARTICLE 2, SECTION 4 - EXTRA ASSIGNMENTS

At the elementary, middle and high school levels, when authorized, the District shall pay ~~twenty-eight dollars and seventy-five cents (\$28.75)~~ **thirty dollars and sixty-four cents (30.64)** per hour per teacher assigned to Extra Duty supervision beyond eight (8) 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.


Brianna Whiting
BTA President


5/25/22
Date


R.H.Y.
BUSD Representative


5/25/22
Date

BUSD BTA Tentative Agreement 05/24/2022
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 increased by \$12 ~~\$73~~ per month effective October 1, 2024². The District contribution to the medical benefits premium shall be equal to the 2024-22 ~~2022-23~~ amount of Kaiser Low for the employee only effective October 1, 2024². 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

- a. For any medical plan that does not include a contribution toward the purchase of corrective eyewear (glasses or contacts), coverage shall be by means of reimbursement from the district upon proof of purchase. Reimbursement

shall be two hundred dollars (\$200) for eyewear once every ~~two years~~ **24 months**.

- b. For any medical plan that does not include any contribution for eye exams, coverage shall be by means of reimbursement from the district upon proof of completed exam. Reimbursement shall be up to \$130.00 every 24 months.

D. DENTAL INSURANCE

The District shall provide a fully paid dental insurance program, Delta Dental Service, at a maximum coverage of \$2,000 per year for full time employees and their dependents.

E. COVERAGE (MONTHS)

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 B. 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 B, 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 B, 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 B, 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 full-time 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 prorata, 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 initial application and proposed work schedule for reduced services workload employment with the Human Resources Office by April 1 for the following school year. If a unit member wishes to continue a reduced services workload beyond the initial school year, the unit member must annually submit a proposed work schedule by March 1 of each school year 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:

Years to Medicare

Eligibility

District Contribution

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

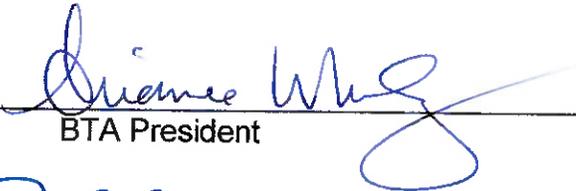
If BUSD approves a retirement incentive for any employee, and that incentive is not also offered to the BTA unit members, the BTA unit members will receive a comparable incentive for the following year.

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.



BTA President



Date



BUSD Representative



Date

BTA BUSD Tentative Agreement 5/24/2022
ARTICLE 8 - SAFETY

A. SAFE WORKING CONDITIONS

1. Unit members shall not be required to work in conditions or perform tasks that endanger their health, safety or well-being.
2. Benicia Unified will abide by Education Code 49320.
 - a. Classrooms shall not be assigned more students than allows for the safety of students and teachers.
 - b. For safety reasons, laboratory class sizes shall not exceed workstations for the room.
3. Unit members will report conditions that they feel are unsafe to the site administrator in writing. The site administrator shall respond in writing within two (2) working days indicating the action to be taken.
4. If the response is not satisfactory to the unit member, he/she may then refer said problem to the District Safety Committee in writing.
5. The Association shall appoint two (2) unit members to serve on the District Safety Committee. The Committee shall meet within two (2) working days after receipt of a referral from a unit member to review and correct the problem.
6. Any accident to a unit member during his/her hours of employment must be reported to the site administrator on a State Compensation Form. Accidents shall be reported immediately for the protection of the unit member and the School District.
7. The District will post signs at each school site, indicating that all visitors must obtain a pass from the office before entering the campus.

B. STUDENT DISCIPLINE

1. **Classroom Suspensions: A copy of teachers' rights to suspend students, consistent with the Education Code 48910, shall be provided to unit members at the beginning of each school year.** ~~A written description of the rights and duties of unit members with respect to student discipline, and the right to suspend students, will be presented to each unit member, in writing, at the beginning of the school year, and to each new unit member as hired.~~ **Unit members shall immediately report specific details of the student classroom**

suspension to the administrator or designee. Unit members shall report to the parents information about student suspension within 24 hours of suspension from class. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If a parent-teacher conference is held regarding the suspension an Administrator or designee may be present if requested by the unit member or parent.

2. **School Suspensions:** Upon notification that a student has been suspended or expelled due to "caused or attempted to cause serious injury to another person, has been found to have used, sold or possessed narcotics or controlled substances or to have committed felony," site administrator or designee shall immediately notify all unit members with direct supervisory or disciplinary responsibility over the student. This information shall be received in confidence by the teacher unit member and shall not be further disseminated.

Administrators will verbally provide reasons for suspension to the unit member upon request. Unit members shall receive this information in the beginning of the school year for their current students for incidents dated back three school years, as well as when a new student enrolls after the start of the school year.

3. **Site Discipline Document:** Unit members shall have access to their site's disciplinary document/s at the beginning of each school year, and receive notification if changes occur during the school year.

C. ASSAULT

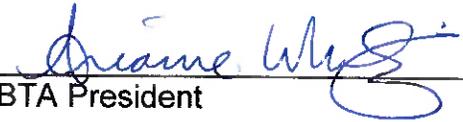
Definition of Assault: California Penal Code (CPC) §240 – An assault is an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another.

1. Unit members shall immediately report cases of assault directed at ~~suffered by~~ them in connection with their employment to their site administrator, who shall immediately report the incident to the police take appropriate action. Such notification shall immediately be forwarded to the Superintendent. Site administrator/s shall immediately inform the Superintendent or designee of any severe assault incidents. The site administrator or designee shall provide a short break to the unit member after the incident if needed.
2. To the extent of District liability insurance, the District shall provide support to unit members who have been assaulted while in performance of their duties in the event that criminal or civil charges are brought against them the unit member.

3. When absence or disability arises out of or from assault, unit members shall be protected to the extent provided by Worker's Compensation and Article 6, Section I - Paid Leaves of this Agreement, F, Industrial Accident and Industrial Illness.

D. SPECIALIZED HEALTH CARE

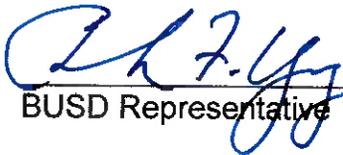
1. No unit member shall be required to administer medication or perform any medical procedure on a student.



BTA President

5/23/22

Date



BUSD Representative

5/25/22

Date

BTA BUSD Tentative Agreement 5-24-2022
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.

CLASS SIZE LIMITS AND OVERAGES: ELEMENTARY

1. 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.
2. 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.
3. 4th and 5th grade classes shall be assigned up to 30 students. The class size overage shall be paid for 4th and 5th grade classes that go above 30 students. The overage rate for the 31st and 32nd student shall be \$10 per student per day. A 4th and 5th grade class shall not exceed 32 students.
4. 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 from the site manager (except during the grace period noted in C.1 below). Class size overage shall be ten dollars (\$10) per student per day for the elementary (self-contained) grades, for a maximum of two (2) students per class.
5. Class size overage 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.
6. 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 N), 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.

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

At the middle and high schools, student contacts 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. Industrial Tech classes at BMS shall have no more than twenty-four (24) students in any class.
3. Auto, Wood Shop, Building Trades, Welding, Industrial Arts, and Culinary Arts classes at BHS shall have no more than twenty-eight (28) students in any class.
4. When a class requiring a computer is being taught, each student shall have access to the appropriate device.
5. Choir and marching/concert band classes are not limited to a maximum of 33 students per class.

CLASS SIZE LIMITS AND OVERAGES: SECONDARY

1. 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 from the site manager (except during the grace period noted in C.1 below). At the secondary level class size overage shall be two dollars

(\$2) per student (based on a five [5] period instructional day for teachers) for a maximum of two (2) students per class.

1. 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 overage 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 Overage Form (Appendix N), 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 overage 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 overage commitment. Volunteers for total contact limit overage 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 overage 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 overage.

2. If a teacher at Benicia High School chooses to accept an increase in a particular class size beyond contract limits for a singleton, AP, or Honors class, 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. Class size overage will be paid for this situation at a rate of three dollars (\$3) per student per day for the 36th and 37th student. No class can exceed a maximum of 37 students.

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. Where class size overage necessitates the hiring of a new teacher, the District shall have thirty (30) school days to complete the hiring process.
3. 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.
4. 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. SPECIAL EDUCATION CASELOAD/CONTACTS

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

	<u>Caseload</u>	<u>Contacts/Day</u>
<u>SDC-RISE pre-school</u>	<u>11</u>	
<u>SDC-RISE mild/mod (elementary)</u>	<u>11</u>	
<u>SDC-RISE mild/mod (middle and high school)</u>	<u>13</u>	
SDC-LH Mild/Mod (elementary)	15	15
SDC-LH Mild/Mod (Middle and High School)	20	65
With no class greater than 16		
<u>Intensive Behavior-Empower (SDC-SED PERL (elementary)</u>	<u>10</u>	<u>40</u>
SDC-SED PERL (Middle and High School)	14	30
with no class greater than 10		
<u>Intensive Academic (elementary)</u>	<u>13</u>	
<u>SDC-Intensive Academics (middle and high school)</u>	<u>14</u>	
With no class greater than 14		
<u>SDC-Functional Academics (high school)</u>	<u>13</u>	
With no class greater than 13		
Inclusion (Elementary)	15	20
Inclusion (Middle and High School)	15	20
Special Ed Pre-school	12	12
<u>Elementary RSP</u>	<u>28</u>	
Secondary RSP/SDC Combination Class	28	80
with no class size greater than 19		

If new language is used/needed to redefine programs, students, caseloads, or contacts the parties will meet to negotiate.

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 (Ed Code 56362 c)
Speech and Language	55

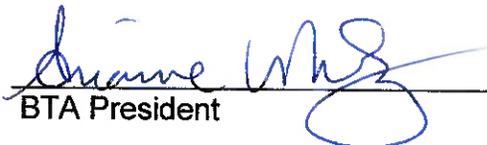
The Resource Specialist caseload may exceed the above maximum by two (2) students and the Speech and Language caseload may be exceeded by five (5) students. (ed. code 56360 - 56369)

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

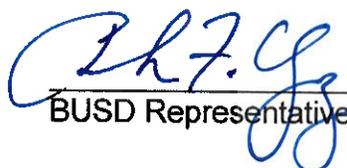
Speech and Language Pathologist Caseload- A student shall be considered on a unit member's caseload when the unit member provides direct services to the student on a weekly basis.

F. PROVISIONS AND EXCLUSIONS FOR SPECIAL EDUCATION

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 overage from the site manager (except during the grace period noted in C.1 above).
 - a. Class size overage shall be ten dollars (\$10) per student per day for the elementary (self-contained) grades, SDC-LH, RSP and SDC-ED PERL elementary programs for a maximum of two (2) students per class or caseload. Class size overage 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.
 - b. Class size overage 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.
 - c. Caseload overages for Resource Specialists and Speech and Language Pathologists shall be paid two dollars (\$2) per student for each day of direct services.


BTA President

5/25/22
Date


BUSD Representative

5/25/22
Date

Revised for 2022-23 on 05-24-2022
ARTICLE 10 - DEPARTMENT CHAIRS

A. BENICIA HIGH SCHOOL DEPARTMENT CHAIRS

1. The following departments shall each select a Chairperson in accordance with the procedures prescribed in Section E of this Article.

Language Arts	Mathematics
Social Science	Physical Education/Health
Science	Fine Arts
World Language	Special Education
Career Technical Education (CTE)	

2. The Head Counselor position at Benicia High School shall receive a stipend at Range 5 (EXTDAY05) on the Activity and Compensation Ranges in Article 2, Section 3 - Extended Day.

B. BENICIA MIDDLE SCHOOL DEPARTMENT CHAIRS

The following departments shall each select a Chairperson in accordance with the procedure described in Section E of this Article.

Language Arts	Social Science
Science	Mathematics
Special Education	Electives
Physical Education	

C. DUTIES OF DEPARTMENT CHAIRS

The Department Chair shall be responsible for the following:

- a. Department Chairs shall have an understanding of, and be willing to implement, the school site and District vision. At the High School level, this includes the goals established through the WASC process
- b. Participation in the interviewing and selection of new teachers in the department. The Department Chair may designate a member of the department for this duty.
- c. Provide support and assistance for new teachers in the department.
- d. During the school year, convene monthly department meetings
- e. Department Chairs and site administrators will serve as members of the school Leadership Team. In addition to the two (2) meetings referenced in Article 3, Section H, the Department Chair shall attend one (1) leadership team/ or department chair meeting per calendar month as the department's representative.

- f. Provide regular reports on the plans and decisions of the leadership team to the department members.
- g. Assist with adoption of all curricular materials for department classes/programs.
- h. Identify needs of supplies and materials for department members.
- i. Assist in the scheduling of classes in the department.
- j. Assist in the assignment of department members to classes.
- k. After discussion with department members, recommend class offerings and/or modifications of course of study.
- l. Serve as liaison between the department members and the administration.

D. QUALIFICATIONS FOR DEPARTMENT CHAIRS

1. Department Chairs shall have permanent status, or moving to permanent status at the beginning of the subsequent school year, in the District at the time they assume the duties of the position unless there are no department members with permanent status.
2. A Department Chair shall have been a member of the department for two (2) years prior to assuming the position of Department Chair.
3. Department Chairs shall teach at least three (3) classes in the department.

E. SELECTION OF DEPARTMENT CHAIRS

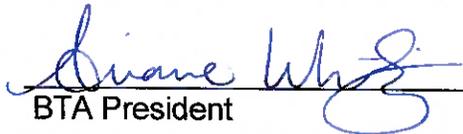
1. Terms for Department Chairs shall be one (1) year beginning two (2) weeks prior to the last teacher work day. Department Chairs may serve unlimited terms. Department elections must be held at the end of each term (one year).
2. In April of each school year, when a vacancy exists, the members of each of the departments listed above shall meet to solicit interest from the department members to be considered for the position of department chair for the following year. Candidates for the department chairs may nominate themselves or be nominated by members of the department. Names of the interested candidates shall be forwarded to the site administrators.
3. The Department Chair shall be determined by a vote of all of the members of the department. The candidate receiving the highest number of votes shall be named Department Chair. Each current member of the department shall be given an opportunity to vote. Candidates for Department Chair shall have received a proficient rating on their last formal evaluation.
4. In the event the members of the department are unable to select a Department Chair, the site administrator shall appoint a Department Chair who meets the prescribed qualifications. The appointment must be confirmed by the school site leadership team.
5. With the consent of the department members, the Department Chair duties and stipend may be equally divided by two (2) members of the department.
6. In all cases, unit members must agree to accept the position of Department Chair.

F. STIPENDS

High School and Middle School Department Chairs shall receive an annual stipend in accordance with the following schedule:

Below 14 sections - duties should be combined with another department.

<u># of Sections</u>		<u>% of Step 1 Class 1A</u>	<u>Stipend</u>	
17 or less	(DEPTHD01)	3%	\$1,523	\$1,623
18 – 21	(DEPTHD02)	4%	\$2,030	\$2,163
22 – 29	(DEPTHD03)	5%	\$2,538	\$2,704
30 – 36	(DEPTHD04)	7%	\$3,552	\$3,785
37 – 43	(DEPTHD05)	9%	\$4,568	\$4,868
44 – 50	(DEPTHD06)	10%	\$5,075	\$5,408
51 or more	(DEPTHD07)	11%	\$5,582	\$5,948


BTA President

5/25/22
Date


BUSD Representative

5/25/22
Date

**Benicia Unified School District
Teacher Alternative Evaluation Report Form 3**

Teacher Name: _____ Site: _____ Evaluator: _____

Start Date of Alternative Evaluation: _____ Completion Date: _____ Grade/Subject: _____

Ratings on Last Evaluation: Domain _____ Distinguished _____ Proficient _____ Basic _____ Unsatisfactory _____
 Domain _____ Distinguished _____ Proficient _____ Basic _____ Unsatisfactory _____

If rated proficient, did you have any domain ratings of Basic?

Yes: *Alternative evaluation focus will need to include this domain/component. List specific domain and component(s):* _____

No: *If rated Distinguished, additional Alternative Evaluations are listed below.*

Domain 1: Planning and Preparation	Domain 2: Classroom Environment	Domain 3: Instruction	Domain 4: Professional Responsibilities
1a: Demonstrating knowledge of content and pedagogy 1b: Demonstrating knowledge of students 1c: Setting instructional outcomes 1d: Demonstrating knowledge of resources 1e: Designing coherent instruction 1f: Designing student assessments	2a: Creating an environment of respect and rapport 2b.: Establishing a culture for learning 2c: Managing classroom procedures 2d: Managing student behavior 2e: Organizing physical space	3a: Communicating with students 3b.: Using questioning and discussion techniques 3c: Engaging students in learning 3d: Using assessment in instruction 3e: Demonstrating flexibility and responsiveness	4a: Reflecting on teaching 4b: Maintaining accurate records 4c: Communicating with families 4d: Participating in a professional community 4e: Growing and developing professionally 4f: Showing professionalism

Based on your reflection, your administrator's input, and any school/District initiatives, what Domain and Component have you identified? What is an area of knowledge or skill that you would like to strengthen? Write your focus statement below:

<p>What is the connection between this focus statement and your teaching assignment?</p>	<p>What would success on this focus statement look like? How will you know when you have achieved it? List evidence of success below.</p>	
<p>Describe the activities you will do to work toward your focus statement:</p>	<p>What is your timeline for each activity?</p>	<p>What other resources will you need to better achieve your focus statement?:</p>
<p>What support will you need to better achieve your focus statement?:</p>	<p>Alternative evaluation ideas for ratings of Distinguished:</p> <ul style="list-style-type: none"> • Mentoring non permanent teachers (with admin approval) • Participation in District-established leadership groups • Participation in building level leadership groups • Peer coaching <ul style="list-style-type: none"> • Action research • Pursuing advanced degree related to the education profession • Facilitating professional development 	

Initial Teacher Signature _____ Date _____

Initial Evaluator Signature _____ Date _____

Mid-year Reflection on focus statement	
Teacher Reflection:	Evaluator Reflection:
End of year Evaluation on focus statement	
Teacher Reflection:	Administrator Evaluation:

Mid Year Teacher Signature _____ Date _____

Mid Year Evaluator Signature _____ Date _____

Overall End of Year Rating: **Distinguished** **Proficient** **Basic** **Unsatisfactory**

*Basic for permanent teachers=Improvement plan to be developed/evaluation next year

**Unsatisfactory for permanent teachers =Improvement plan to be developed/evaluation next year

Final Teacher Signature _____

Final Teacher Signature _____

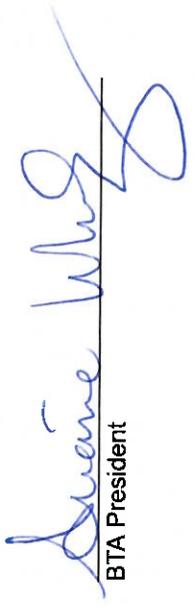
Date _____

Final Evaluator Signature _____

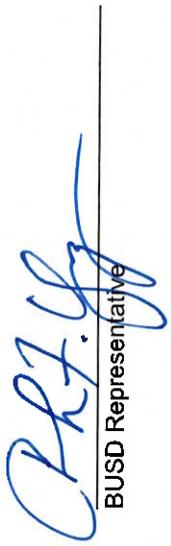
Final Evaluator Signature _____

Date _____

*Signature indicates the evaluation has been read and discussed. Teachers who disagree with their summative evaluation may, within five (5) days of receipt, respond in writing and have such comments attached to the evaluation in their personnel file.


BTA President

5/25/22
Date


BUSD Representative

5/25/22
Date

BUSD BTA Revised for 2022-23
ARTICLE 21 - DURATION

~~Three year deal until June 30, 2023 with reopeners for Article 2 Wages and Article 5 Benefits, Article 8 Safety and one other article each for the 2022-23 school year.~~

- A. This Agreement shall be effective from date of approval, and continue in full force and effect until June 30, 2023, and year to year thereafter unless one (1) party notifies the other of a desire to meet and negotiate a successor agreement not less than ninety (90) or more than one hundred twenty (120) days prior to the expiration of this Agreement. Such notice shall be in the form of written proposals submitted to the other in public session in order to initiate the public notice requirement of law.
- B. The parties will "sunshine" their reopeners by April 1 of each year. ~~Reopeners 2021-22 for wages, benefits, safety and one other article each.~~
- C. In witness whereof, the Association has caused this Agreement to be signed by its President, and the Board has caused to be signed by its chairperson, attested by its clerk.


BTA President

5/25/22
Date


BUSD Representative

5/25/22
Date

TK-3rd GRADE STUDENT ASSESSMENT OR REPORT CARD DAYS

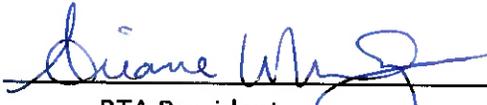
Memorandum of Understanding between
Benicia Teachers Association (BTA) and
Benicia Unified School District (BUSD)
For the 2022-2023 School year

May 24, 2022

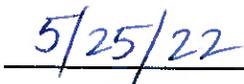
BTA and BUSD agree that for full-time classroom teachers assigned to Transitional Kindergarten, Kindergarten, 1st, 2nd, and 3rd grade will be granted one day of release per trimester during the 2022-2023 school year only. Such day shall be arranged by the teacher and site administrator. If a teacher gets called back into work because no substitute is available, the teacher may choose to take another sub day that trimester or be paid via timesheet at the nonstudent rate for the hours spent writing report cards up to 5.5 hours, if a timesheet is submitted, the teacher will forfeit the sub day for that trimester.

During the 2022-2023 school year, TK-3rd grade teachers would have the flexibility to use these three days to either conduct assessments or on report cards.

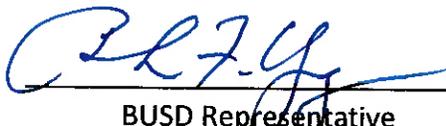
BTA and BUSD agree to revisit this MOU at the end of the 2022-2023 school year.



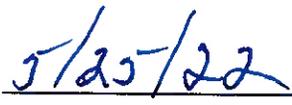
BTA President



Date



BUSD Representative



Date

2022-2023 Compensation for Extended Day Activities

**Memorandum of Understanding between
Benicia Teachers Association (BTA) and
Benicia Unified School District (BUSD)
For the 2022-2023 School year**

May 24, 2022

For the 2022-2023 school year, Benicia High School will continue eSports to the CIF sanctioned programs and one varsity Coach from last school year. This Coach will receive compensation for this extended days activity at Range 5.



BTA President



Date



BUSD Representative



Date