

Collective Bargaining Agreement

Between



&




EXPIRES JUNE 30, 2024


AGREEMENT BETWEEN
BIRMINGHAM COMMUNITY
CHARTER HIGH SCHOOL
AND
UNITED TEACHERS LOS ANGELES, UTLA


This agreement made and entered into this 17th day of December, 2021, by and between Birmingham Community Charter High School as the "The Charter School," and United Teachers Los Angeles, UTLA, hereinafter referred to as "UTLA," includes all of the following articles and provisions. Ratified and Agreed on December 18, 2021

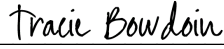
Agreed in Bargaining:

For Birmingham Community Charter High School:

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Chief Executive Officer/Principal


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Will Covington
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Chief Business Officer

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Amanda Dresser
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Human Resource Director

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Tracy Bowdoin
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Administrative Director

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Jose Luis Navarro
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Administrative Director

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James E. Young
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For United Teachers Los Angeles:

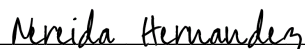
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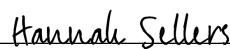
Richard DeFronzo
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UTLA Chapter Chair

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Erica Urbina
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Chapter Co-Chair

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UTLA Area Representative

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ARTICLE I
AGREEMENT

1.1 Agreement:

This Agreement is made and entered into by and between the Governing Board of BCCHS, which together with its administrative staff and representatives will be referred to in this Agreement as “BCCHS” or “the Charter School,” and United Teachers Los Angeles- BCCHS, which together with its officers and representatives will be referred to in this Agreement as “UTLA.”

1.2 Term & Reopeners:

The term of this Agreement shall be from July 1, 2021, through June 30, 2024, and is closed through June 30, 2023, except that the parties may mutually agree to negotiate additional or new terms or enter into memoranda of understanding and/or side letters at any time. For the school year 2023-2024, each party may reopen two (2) articles in addition to Article XVII, Compensation and Salary Point Credit and Article XVII, Health and Welfare.

1.3 Severability and Savings:

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In such event, BCCHS and UTLA shall, upon request of either party, commence negotiations regarding the means of compliance with such law or decision.

1.4 Sole Agreement:

This Agreement solely will govern the relationship between BCCHS and UTLA-BCCHS.

1.5 Modification:

Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties.

ARTICLE II
RECOGNITION

2.1 Recognition:

BCCHS recognizes UTLA as the sole and exclusive representative of all certificated staff excluding day to day substitutes, management, confidential and supervisory personnel as defined by the EERA.

2.2 New Schools:

So long as BCCHS is the public school employer in any new school(s), new campus or expansion of BCCHS, any certificated staff working as employees of BCCHS shall be covered by this collective bargaining agreement.

2.3 “Employee” Defined:

Unless the context clearly indicates otherwise, the terms “employee” or “employees” will normally be used in this Agreement to indicate persons who are represented by UTLA, and the term “personnel” will normally be used in a broader sense to include employees as defined above plus all other persons utilized by BCCHS to provide services.

ARTICLE III

BCCHS RIGHTS

3.1 General:

The intention of this Article is to provide that BCCHS retains all rights and powers which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of BCCHS beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of UTLA or the employees as provided in the other Articles of this Agreement. In the event that there is a conflict between the retained rights of BCCHS under this Article and the rights of UTLA or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.

3.2 Consultation Rights:

Certain of the rights of BCCHS set forth in this Article are subject to the consultation rights of UTLA under Section 3543.2 of the Government Code. This Article is not intended to limit such consultation rights.

3.3 Retained Rights:

It is agreed that all matters which are beyond the scope of negotiations under Government Code Section 3543.2, and also all rights which are not limited by the terms of this Agreement, are retained by BCCHS. Such retained rights include, but are not limited to, the right to determine, establish, change or discontinue, in whole or in part, temporarily or permanently, any of the following matters, subject only to the limitations set forth in the other Articles of this Agreement:

- 3.3.1 The legal, operational, geographical, and organizational structure of BCCHS, including the division of authority, organizational divisions and sub-divisions, and external and internal boundaries of BCCHS;
- 3.3.2 The sources and amounts of financial support, including compliance with any requirements imposed by law or by funding sources;
- 3.3.3 All budgetary matters and procedures, and all budgetary allocations, reserves, and expenditures apart from those expenditures and budget items that are expressly required by the terms of this Agreement;
- 3.3.4 The number and location of any BCCHS-owned or controlled properties, buildings, facilities, equipment, and other improvements; the utilization of same, and the functions and services to be performed at each of same;

- 3.3.5 The classes to be taught and the other duties and services to be rendered by BCCHS personnel to students and to the public, and the support services to be provided to employees and other BCCHS personnel; and the methods, personnel, and materials to be utilized in such services;
- 3.3.6 Subject to the consultation rights of UTLA under Government Code Section 3543.2, determine the educational policies, objectives, standards, and programs, including but not limited to those relating to curriculum, textbook selection, educational equipment and supplies, admissions, attendance, student assignments, grade level advancement, student guidance, student testing, student integration, student conduct and discipline, food services, student transportation, and the type of extracurricular and co-curricular activities;
- 3.3.7 Subject to limitations in other Articles of this Agreement, to select, hire, grant contracts of employment, classify, assign, promote, demote, discipline, suspend, place on involuntary leave, terminate, and retire any personnel of BCCHS;
- 3.3.8 Subject to State credentialing requirements, assign personnel to any location and also to any facilities, classrooms, duties, academic subject matters, grade levels, and departments;
- 3.3.9 Subject to the Article herein regarding Class Size, determine the number of employees, and whether and where there is a vacant position;
- 3.3.10 Subject to the Article herein regarding Hours, determine the dates, times and hours of operation of any BCCHS facility, function, or activity; and
- 3.3.11 Subject to the Article herein regarding Safety, determine safety and security measures and rules for students, employees, the public, properties, facilities, and equipment.

3.4 Effect on Grievance Procedure:

The contractual rights of UTLA and the employees are set forth in the other Articles of this Agreement, and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article, except under Section 3.2, above.

ARTICLE IV

UTLA RIGHTS

4.1 Access:

Any authorized UTLA representative shall have the right of reasonable access to BCCHS facilities, including teacher mailboxes, for the purpose of contacting employees and transacting UTLA matters. Upon arriving at the site, the representative shall first report to the office of the site administrator and state the intended purpose and length of visit. The representative may contact employees during duty free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. The representatives shall not interrupt any employee's duties or assignments.

4.2 Bulletin Boards:

UTLA shall have the right to post notices of UTLA official matters on a bulletin board or a section of a bulletin board established for UTLA's exclusive use.

4.3 Communication & Distribution of Material:

4.3.1 Pursuant to United States Postal laws, the School mail is not available for distribution of UTLA material.

4.3.2 UTLA shall be permitted to communicate with unit member through employee mailboxes and BCCHS email accounts.

4.3.3 Material or literature, including email, distributed or posted by UTLA to employees shall be dated and shall not be defamatory, obscene, or violative of law.

4.4 Released Time for Negotiations:

Up to five (5) negotiating team employee representatives designated by UTLA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with BCCHS.

4.5 Released Time at UTLA Expense:

UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such released time shall be limited to 25 days per year. The site administrator may in his or her discretion deny the release of any particular employee based upon instructional needs. When other unit member employees are assigned in place of teachers absent on UTLA business, UTLA will reimburse the School at the base rate for substitutes or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.

4.6 Exclusivity:

UTLA and its authorized representatives shall be the exclusive representative of the employees in contract enforcement matters.

4.7 UTLA Chapter Chairpersons:

UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair and one employee to serve as Co-Chair. To facilitate communication, they shall meet together with the site administrator whenever reasonably possible. The UTLA Chapter Chair and Co-Chair are the exclusive local representatives of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and BCCHS. The Chapter Chair and Co-Chair shall also be the official on-site representatives of UTLA in contract enforcement matters and as such shall have the following rights:

- 4.7.1 The right to represent employees in grievance meetings and in meetings relating to discipline as provided in this Agreement.
- 4.7.2 When an employee reports an injury or assault and files the required written report, the site administrator shall notify the Chapter Chair of the reported injury unless the employee requests that the matter not be so disclosed.
- 4.7.3 Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use does not interfere with normal office business at the location;
- 4.7.4 Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.
- 4.7.5 Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board;
- 4.7.6 Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special events, in-service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).

- 4.7.7 Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed 5 working days, a copy of up to 50 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chair.
- 4.7.8 Have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the site administrator to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school;
- 4.7.9 Have the right to propose agenda items for faculty meetings. The Chapter Chair or Co-Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.
- 4.7.10 While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of Directors and UTLA), when faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chair is to be treated as the sole representative of the faculty; and
- 4.7.11 Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair.

4.8 UTLA Chair and Co-Chair Release Time:

The BCCHS chapter Chair shall be granted up to two (2) paid release periods per semester for the purpose of conducting association business, and may delegate one (1) such period to the Co-Chair for such purpose. If the resulting class size in an affected department exceeds an average of thirty-five (35) students, approval by majority vote, by secret ballot, of the teachers in the affected department(s) is required for each release period.

4.9 Committee Appointments:

If BCCHS decides that unit members are to be invited to serve on any School-wide committee, such appointments and related committee conditions are governed by the terms of the approved BCCHS charter, any applicable bylaws or laws.

4.10 List of Employees:

Semi-annually, BCCHS shall provide to UTLA, via electronic format, a current list of names, employee numbers, job titles, addresses, telephone numbers, salaries, and status

(probationary or permanent) of all employees covered by this Agreement. Such lists shall also indicate any changes in personnel from the list previous furnished. Further, within thirty (30) calendar days of hire, BCCHS will send a list of newly hired unit members.

It is the employees' responsibility to advise BCCHS promptly of any changes in address or phone number.

4.11 Consultation Rights:

BCCHS shall meet and consult with UTLA on all subject matters specified in Government Code Section 35342.

ARTICLE V

ORGANIZATIONAL SECURITY AND MEMBERSHIP

5.1 Organizational Security and Membership:

- 5.1.1 UTLA shall have the exclusive right to have membership dues, initiation fees, and general assessments deducted for employees in the bargaining unit by BCCHS. BCCHS shall, upon appropriate notification by UTLA of written authorization from the unit member, deduct and make appropriate remittance for insurance premiums and other plans or programs jointly approved by the Union and BCCHS. Unit members who currently have authorization cards on file for the above purposes need not to be resolicited. Membership dues, initiation fees and general assessments, upon formal written request from the Union to BCCHS, shall be increased or decreased without re-solicitation and authorization from unit members.
- 5.1.2 Any unit member who is a member of the Union or who has applied for membership may sign and deliver to UTLA written authorization for deduction of membership dues, initiation fees, and general assessments of the Union. Pursuant to such authorization, BCCHS shall deduct the appropriate amount of such dues from the regular salary check of the unit member. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 5.1.3 UTLA may change the amount of deductions made pursuant to this Article by providing BCCHS with sufficient notification of the change, to allow for BCCHS to make the necessary payroll adjustments, along with a copy of the notification of the change that was sent to affected UTLA members.
- 5.1.4 Employee requests to cancel or change this authorization shall be directed to UTLA, which shall be responsible for processing these requests. BCCHS shall rely on information provided by UTLA regarding whether authorizations for deductions were properly cancelled or changed.
- 5.1.5 With respect to all sums deducted by BCCHS as outlined above, BCCHS agrees to remit such moneys to the designated UTLA payee within twenty (20) days of the deduction of all sums so deducted, accompanied by an alphabetical list of unit members for whom such deductions were made, including their names, addresses, and work locations, and indicating any changes in personnel from the list previously furnished.

5.2 Indemnification:

UTLA agrees to indemnify and hold BCCHS harmless for any loss or damages or legal costs resulting from the operations of this Article. It is also agreed that neither Union nor

any employee shall have any claim against BCCHS for any deductions made or not made unless a claim of error is filed in writing to the CEO within thirty (30) calendar days after the date such deductions were, or should have been made. UTLA shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with BCCHS prior to making any such decision or determination.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Grievance and Parties Defined:

A grievance is defined as a claim that the Charter School has violated an express and applicable term of the collective bargaining agreement between BCCHS and UTLA and that by reason of such violation, the grievant's rights under this Agreement have been adversely affected. Grievances as defined may be filed by the affected employee or by UTLA on its own behalf or on behalf of an individual employee or group of employees where the claims are similar. On filing a grievance on behalf of a group, UTLA need not specify the names of the employees, but must describe the group so that the Charter School has notice of the nature and scope of the claim.

6.1.1 Interpretation of Agreement:

Interpretation of any of these provisions or any other provision of the LAUSD-UTLA agreement (to the extent such agreement continues to be applicable to the school in any way) shall not constitute a material violation of the approved charter. At the earliest possible time, the Charter School shall raise any issues related to whether a grievance requests relief that, if granted, would constitute a violation of the charter.

6.1.2 Scope of Coverage:

All matters and disputes which do not fall within the above definition of a grievance are excluded from this grievance process, including but not limited to those matters for which other methods of adjustment are provided, such as reduction in force and dismissals. Also excluded from this grievance process are those matters so indicated elsewhere in this Agreement. Claimed violations of Articles concerning non-discrimination are to be handled under appropriate statutory and/or judicial procedures rather than under this grievance procedure; however, claims of discrimination based upon UTLA affiliation are subject to this grievance procedure.

6.1.3 Joinder of Grievance:

If the same or essentially the same grievance is filed by more than one employee, then one grievant may process the grievance under this Article on behalf of the other involved grievants. The final determination shall apply to all such grievants.

6.1.4 BCCHS as Respondent:

The respondent in any grievance shall be the Charter School itself rather than any individual administrator.

6.1.5 Effect of Filing Grievance:

Unless the parties mutually agree to the contrary, the filing or pendency of a grievance shall not delay or interfere with any Charter School action while the grievance is being processed. By the same token, if it is later determined that the grievance is meritorious, nothing in the foregoing sentence shall preclude remedial relief covering the period during which the grievance was being processed, including the applicable portion of the 15-day period preceding the filing of the grievance.

6.1.6 Non-Waiver:

Processing and discussing the merits of a grievance shall not be considered a waiver by the Charter School of a defense that the matter is not arbitrable or should be denied for other reasons which do not go to the merits.

6.2 Representation Rights:

6.2.1 At all grievance meetings under this Article, the grievant may be accompanied and/or represented by a UTLA representative. If not, the grievant may represent himself or herself, or be represented by any other person, so long as that person is not a representative of another employee organization. The administrator shall have the right to be accompanied by another administrator or other Charter School representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.

6.2.2 Unrepresented Grievant(s):

When a grievant is not represented by UTLA, the Charter School shall promptly furnish to UTLA a copy of the grievance. If the grievance is withdrawn without a settlement, the Charter School shall so notify UTLA. The Charter School shall not agree to a final resolution, until UTLA has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter.

6.3 Release Time for Employees and UTLA Representatives:

Grievance meetings and hearings will be scheduled by the Charter School at mutually convenient times and places during Charter School business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting is scheduled during duty hours, reasonable employee released time, including necessary travel time, without loss of salary will be provided to the grievant, to a UTLA representative if one is to be present, and to any witness who attends by mutual agreement. For arbitration hearings, the grievant and witnesses as required shall be afforded released time and mileage, if applicable.

6.4 Confidentiality:

In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until it is finally resolved, neither UTLA, the Charter School, nor the grievant or any agents thereof shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparation for hearing.

6.5 Effect of Time Limits:

If a grievance is not processed by the grievant at any step in accordance with the time limits of this Agreement, it shall be deemed withdrawn. The Charter School shall respond, in writing, in a timely manner as provided in this Article. If the Charter School fails to respond to the grievance in a timely manner at any step, the grievant has the option to proceed directly to the next step of this procedure. All time limits and grievance steps may be shortened, extended or waived, but only by mutual agreement.

6.6 “Day” Defined:

A “day” for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and legal or school holidays.

6.6.1 Informal Conference:

Before filing a formal grievance, the employee is encouraged to make a reasonable attempt to resolve the dispute by means of an informal conference with the immediate or applicable administrator. Throughout the grievance process, the parties shall attempt to resolve the grievance at the lowest possible level as immediately as possible.

6.6.2 Intervention Process:

In select situations where either the Charter School or UTLA believes that an informal pre-grievance conference(s) would be productive, either party may make such a request. This request must be submitted in writing within 15 days after the Grievant or UTLA knew or reasonably should have known of the occurrence of the facts upon which the dispute is based. The conference will then proceed if there is mutual agreement to do so. Attendance at the conference(s) shall be limited to the grievant, UTLA representative, the immediate administrator of the grievant, and the Charter School Executive Director and/or the designee, except where other persons are allowed to participate by mutual consent of the parties. The conference(s) shall be terminated (1) by successful resolution of the dispute, or (2) by written notification of the 15-day time limit for filing a formal grievance under Step One.

6.6.3 Dispute Resolution Panel:

When certain disputes arise relative to assignments to class and/or coordinator positions, the affected teacher may invoke Alternate Grievance Procedure.

6.7 **Level One: Initiation of Grievance:**

A formal grievance must be filed within fifteen (15) days with the immediate or applicable administrator after the grievant or UTLA knew or reasonably should have known of the occurrence of the facts upon which the grievance is based. For claims of payroll or other salary error, the 15 day time limit runs from discovery of the alleged error, but any recovery payment cannot relate back more than three years prior to the grievance filing.

6.7.1 Use of Grievance Form:

The grievance must be presented in writing to the immediate administrator by completing the applicable UTLA-BCCHS Grievance form. The written statement on the grievance form will be clear and concise, including the specific provision(s) of the agreement alleged to have been violated, and it shall state the specific remedy sought.

6.7.2 Grievance Meeting:

A meeting between the grievant and the immediate or applicable administrator shall (if different from the Principal) take place within five (5) days from presentation of the grievance. The administrator shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Level One.

6.8 **Level Two: Appeal to Executive Director:**

If the immediate or applicable administrator is the Executive Director, the grievant may begin the grievance at Level Two. Grievances at Level Two shall include a copy of the original grievance, the decision rendered at Level One. At Level Two, a meeting between the grievant and the Executive Director shall take place within ten (10) days from presentation of the grievance at that time. The Executive Director shall reply in writing within five (5) days following the meeting. The receipt of such reply will terminate Level Two.

6.9 **Request for Arbitration:**

If the grievance is not settled in Level Two, UTLA, with the concurrence of the grievant, may submit the matter to arbitration but only if the Association gives written notice to the office of the Executive Director within five (5) days after termination of Step Two.

6.10 Selection of Arbitrator:

Within seven days of receipt of the request for arbitration, UTLA and the BCCHS Executive Director shall meet to select an arbitrator. The arbitrator shall be jointly selected by UTLA and the Executive Director of the Charter School from a list provided by the State Mediation and Conciliation Service or the American Arbitration Association. The parties shall select one individual from the list by the alternative strike method.

If the arbitrator selected cannot be available for hearing within sixty (60) days, the parties shall contact the next remaining arbitrator, until one is selected who is able to serve within sixty days.

6.11 Scheduling Hearings and Decisions:

A hearing shall be scheduled within sixty (60) days from selection of the arbitrator, but shall not be scheduled during the summer time except by mutual agreement. The arbitrator's decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet this deadline for decision shall, unless the parties have mutually extended the deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

6.12 Documents and Witness Lists:

Either party may request from the other the production, review and right to copy documents not otherwise protected by law relevant to the grievance. If the other party disputes the request, the arbitrators shall determine the issue. The parties shall also, at least five (5) days prior to the first hearing date, exchange lists of intended witnesses.

6.13 Conduct of Hearings:

Hearings shall be conducted in accordance with the procedures contained in Government Code Section 11513. Hearing sessions shall be private with attendance limited to the arbitrator, the parties' representatives, and witnesses as scheduled. In cases involving, evaluations of Below Standard Performance, issuance of Notices of Unsatisfactory Service, or critical material which has been placed in an employee's official personnel file, the Charter School shall proceed first in providing evidence.

6.14 Limitations Upon Arbitrators:

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement or the LAUSD - UTLA Agreement, but shall only determine whether an express term of either Agreement has been violated as alleged in the grievance and if so what the remedy should be within the meaning of the Agreement. Further, both parties understand and agree that an arbitration award may be set aside if it violates a material provision of the BCCHS charter. Past practice of the parties in interpreting and applying the terms of this Agreement may also be relevant evidence, but shall not be used so as to

justify or result in a modification (whether by revision, addition or detraction) of the terms of this Agreement. The arbitrator shall have no power to render an award on any grievance arising after the termination or expiration of this Agreement.

6.15 Effect of Arbitration Award:

Except as noted herein, the arbitrator's decision shall be final and binding upon the grievant(s), the Charter School and UTLA. The California law on final and binding arbitration awards between a school district or charter school and an employee organization shall be applicable to such a decision.

6.15.1 A final and binding award which determined the merits of a dispute shall be conclusive on the grievant(s), the Charter School and UTLA in any subsequent proceedings, including disciplinary and termination proceedings.

6.15.2 Unless otherwise indicated in this Agreement, this grievance procedure is to be the employees' and UTLA's sole and final remedy for any claimed breach of this Agreement or the LAUSD - UTLA Agreement.

6.16 Expenses:

All fees and expenses of the arbitrator shall be shared equally by UTLA and the Charter School. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

6.17 Grievance Files:

The Charter School shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so.

6.18 No Reprisals:

There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

ARTICLE VII

NON-DISCRIMINATION

Pursuant to applicable Federal and State laws, BCCHS and UTLA agree not to discriminate against any employee based upon race, color, religion, creed, national origin, gender, age, marital status, sexual orientation, disability, or political or UTLA affiliation, and to have due regard for employees' privacy and constitutional rights as citizens.

ARTICLE VIII

EVALUATION PROCEDURES

8.1 California Standards for the Teaching Profession:

8.1.1 The basis for the evaluation of bargaining unit members shall be the California Standards for the Teaching Profession, to the extent that the Standards apply to job responsibilities.

8.1.2 There are six (6) Standards. These Standards are:

Standard 1: Engaging and supporting all students in learning.

Standard 2: Creating and maintaining effective environments for student learning

Standard 3: Understanding and organizing subject matter for student learning.

Standard 4: Planning instruction and designing learning experiences for all students

Standard 5: Assessing student learning.

Standard 6: Developing as a professional educator.

8.2 Rating Scale:

The rating scale for purposes of this Article shall be:

- Highly Effective
- Effective
- Developing
- Ineffective (equivalent to statutory definition of Unsatisfactory)

8.3 Purposes:

8.3.1 To improve instruction provided by certificated unit member personnel.

8.3.2 To improve the performance of certificated unit member personnel in instructional and related responsibilities.

8.3.3 To contribute to the professional growth of the evaluatee.

8.3.4 To provide for the continuous progress of students in a productive learning environment.

8.4 Frequency:

- 8.4.1 Evaluation of certificated unit member personnel is a continuing process. Certificated personnel with permanent status in BCCHS shall be evaluated according to these procedures at least every other year. If an evaluatee or evaluator requests an annual evaluation, the evaluation shall be conducted according to the Standard Evaluation. An annual evaluation of a permanent employee shall be required according to the Standard Evaluation procedure if that employee's final evaluation from the preceding year was needs to improve and stated specifically a need for such immediate follow-up evaluation which is consistent with the purposes as specified in §8.3 and contained specific recommendations to help the employee.
- 8.4.2 Probationary certificated unit member personnel will be evaluated annually according to Standard Evaluation procedures.
- 8.4.3 Employees with permanent status who have been employed with BCCHS for at least ten (10) years, who are highly qualified as defined in 20 U.S.C. Sec. 7801, and whose previous Standard Evaluation rated the employee as Proficient or above (meets or exceeds standards) in all areas formally evaluated, may be evaluated at least every five (5) years in accordance with this Article, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
- 8.4.4 By mutual agreement should an initial observation be equal to a rating of satisfactory or better, said evaluation may be considered as FINAL for the year.

8.5 Announcement of Evaluatees:

- 8.5.1 No later than the end of the fifteenth academic day of the academic year the principal/program administrator of each school/program shall post a list of those persons to be evaluated during the current year. This notice shall also identify who will be the evaluator. Within five work days after the posting of the list of those to be evaluated, the following shall be given to the evaluatee: job description, BCCHS Educational Goals, other appropriate goals, and the BCCHS grade level expectations or courses of study.

8.6 General Provisions:

8.6.1 Scope of Evaluation:

Each evaluation cycle will cover three (3) Standards. After consultation, the teacher and the evaluator shall each select one. Standard 6 will always be used and aligned to BCCHS norms and the teaching profession. If, over the course of the year's evaluation process the evaluator has material concerns falling outside

these two or three standards, such concern shall be communicated in the comments section of the evaluation form. Adjustments to the Initial Planning Sheet may be made by mutual agreement.

8.6.2 Final Conference:

The final Evaluation Conference and Form are obligatory for all unit members being evaluated and must be completed at least forty-five (45) days prior to the end of the academic year.

8.6.3 Signatures:

The final evaluation form shall be signed. Such signature does not constitute agreement with the judgments of the evaluator, but only that the evaluatee has read it and has had the opportunity to respond in writing.

8.6.4 Unit Member Response:

A unit member shall be given an opportunity to prepare written comment on both the interim and final evaluation for that unit member. Such written comment shall be attached to the report and placed with it in the unit member's personnel file.

8.6.5 Forms:

Any forms used for evaluation shall be mutually agreed upon by BCCHS and the Association.

8.6.6 Grievances:

Evaluations are not subject to the grievance procedures, except when the final overall evaluation is "Unsatisfactory."

8.7 Standard Evaluation:

8.7.1 Evaluator:

Each evaluation shall be conducted by the principal/program administrator or his/her designee.

8.7.2 Required Evaluative Data:

- a. Judgments concerning the professional practice of members of the bargaining unit shall be based on evidence and data.
- b. Type of required evaluative data are:

- i. Specific techniques of assessment of student progress as agreed to by the evaluator and evaluatee.
- ii. Observation(s) (Evaluatee-requested, evaluator-requested, unscheduled).
- iii. Other assessments/evaluative techniques may be added if mutually agreed upon by evaluatee and evaluator.

8.7.3 Initial Conference and Resolution of Disagreements:

- a. An initial conference shall be held prior to October 31 between evaluator(s) and evaluatee for the purpose of selecting Standards to be evaluated, types of required evaluation data in §8.7.4 and the number and types of classroom observations as well as the person(s) to perform the observations if the Standard Evaluation is to be used.
- b. The Standards being evaluated may be revised during the course of the year with the mutual agreement of both parties. In no event shall a unit member be required to be evaluated on more than three (3) Standards in any one year.

8.7.4 Observations:

- a. Unless by mutual agreement, a unit member shall be formally observed at least twice as part of the evaluation by the evaluator(s). All formal observations shall last a minimum of thirty (30) minutes. The initial formal observation shall be announced 24 hours in advance but the second follow-up formal observation may be unannounced. Should the initial and follow-up formal observations both be rated “UNSATISFACTORY”, a third announced formal observation shall take place prior to a FINAL performance rating being given for said unit member.
- b. All formal observations which are part of the evaluation process shall be reduced to writing and discussed with the unit member within five (5) work days of their occurrence. The unit member shall have a right to attach a written response.
- c. Observations of less than twenty (20) minutes duration need not be reduced to writing, nor discussed with the unit member.
- d. As an option, in lieu of a second observation, a unit member may choose to submit a video of an uninterrupted forty-five (45) minute lesson for review by the administrator.

8.7.5 Interim Evaluation Conference and Interim Evaluation Form:

- a. An Interim Evaluation Conference and a completed Interim Evaluation Form are obligatory for non-tenured unit members. The Interim Evaluation Conference and Interim Evaluation Form are to be completed prior to Winter break.
- b. For permanent unit members, an Interim Evaluation Conference and a completed Interim Evaluation Form are required only if requested by either the evaluatee or evaluator. The Interim Evaluation Conference and Interim Evaluation Form are to be completed no later than January 31st.

8.8 Collaborative Option:

8.8.1 General:

Unit members who have received an overall rating of proficient or better under the Standard Evaluation shall have the option to collaborate on their evaluation with another unit member who has also received an overall rating of proficient or better under the following conditions:

- a. Two (2) unit members expressing an interest at least forty-five (45) days prior to the end of the academic year, and
- b. The non-reviewable approval of their site principal.

8.8.2 Elements:

If approved by the principal, the year's evaluation process would include the following elements:

- a. Each participating unit member would identify one or two of the Standards as the element(s) to be evaluated with the concurrence of the evaluator;
- b. Each member of the evaluation team would complete two cycles of pre-observation conference, observation, and post observation conference of their partner's professional practice;
- c. To facilitate this work, each member of the team shall be granted two (2) substitute release days over the course of the year. The cost of this provision shall be incorporated into the salary formula.
- d. Each member of the team would document their work on the standard evaluation forms of BCCHS in accordance with the usual timelines; and
- e. At the end of the year, on the same timeline as provided elsewhere in this

article, each participant in this process shall, on a form to be developed, describe his/her learnings from the process; said form shall be provided to the principal who shall sign and optionally make comments prior to the evaluation being made a part of the employee's personnel file.

This final step also includes a meeting with the site principal wherein the parties shall reflect on the years' experience with the principal.

8.8.3 Observations:

Nothing herein shall preclude the principal from observing the work of the unit member during the course of the year.

8.8.4 Professional Development:

The parties will, through the Professional Development Director, provide professional development in support of this program; such support shall be concurrent with any unit member's first utilization of this option.

8.9. Evaluation of Certificated Out of Classroom Unit Members

Except as otherwise provide in this Section, the provisions of Sections 8.2-8.8 and 8.10 apply to certificated out of classroom unit members including, but not limited to, coordinators, counselors and deans.

8.9.1 Counselors:

The California Standards for the School Counseling Profession apply. The six (6) Standards are:

Standard 1: Engage, advocate for and support all students in learning.

Standard 2: Plan, implement, and evaluate programs to promote academic, career, personal, and social development of all students.

Standard 3: Utilize multiple sources of information to monitor and improve student behavior and achievement.

Standard 4: Collaborate and coordinate with school and community resources.

Standard 5: Promote and maintain a safe learning environment for all students.

Standard 6: Develop as a professional school counselor.

8.9.2 Deans and Other Out of Classroom Unit Members:

For Deans and other unit members in non-teaching positions, standards shall be comparable to those listed in Sections 8.1 and 8.9.1, but are to be related to the duties of their particular classification.

8.9.3 Implementation:

Prior to the implementation of Sections 8.9.1 and 8.9.2, BCCHS shall convene work groups comprising counselors, other out of classroom unit members, administrators and the UTLA Chair and/or designee, for the purpose of creating evaluation rubrics for these positions.

8.10 Special Provisions:

8.10.1 Unit members employed on temporary contracts on or before October 1 and employees in job share positions other than one- semester alteration shall be subject to all preceding provisions of Article 8.

8.10.2 Special provisions for evaluation of temporary teachers hired after October 1 and for teachers participating in the job sharing program on a one-semester-each basis.

8.10.3 Special Timelines:

Announcement	Fifth day after assignment begins.
Materials	Within first three (3) weeks after assignment begins.
Initial Conference	Complete prior to forty (40) days after assignment begins.
Interim Evaluation	Temporary employees hired prior to December 1, if requested at initial conference
One-semester job sharers:	Final evaluation only.
Final Evaluation	Two (2) weeks prior to end of last semester of employment for the year.

8.11 Pilot Program – New Evaluation Procedure

8.11.1 Beginning the school year 2021-2022, a Committee shall be convened to develop recommendations for the improvement of the current evaluation system of certificated employees. Such recommendations are subject to agreement between the parties.

The objectives of the Committee include identifying areas of improvement of the current system and identifying possible modifications with goals of achieving the following:

- Objective evaluations leading to consistent ratings
- Common language around teaching practices to support implementation of instructional initiatives
- Clear expectations for teachers and administrators for the process of evaluation and growth
- Focus on classroom practices that accelerate students learning and achievement.

The Committee is encouraged to focus on the following topics:

- Training for teachers and administrators
- Clearly defining the rubrics for each standard element
- Developing an online platform for easier access to resources and support for teachers and administrators.

8.11.2 The Committee shall be comprised of three (3) members appointed by the BCCHS and three (3) unit members appointed by the UTLA Chapter Chair. One (1) BCCHS- appointed member and one (1) UTLA-appointed member shall serve as Committee co-chairs. The Committee shall develop its own internal procedures, schedule, and goals, subject to the guidance or limitations provided in this Article.

8.11.3 During the 2021-2022 school year and upon the creation of the Committee, the Committee shall meet no less than one time (1) per month. The meetings may be held during the workday with release time and substitute coverage for unit members, or after regular work hours paid at the unit members' hourly rate. In either case, meeting time shall also qualify to fulfill NBCT hours.

8.11.4 At the end of the 2021-2022 school year, the Committee shall present its findings and make a recommendation to the parties' respective bargaining teams. Any subsequent change or modification to the evaluation system based on this recommendation shall be subject to regular bargaining.

ARTICLE IX

DISCIPLINE AND PERSONNEL FILES

9.1 Access and Response to Critical Material in Personnel Files:

When the School receives a letter or other written material which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, the following conditions shall apply:

- 9.1.1 If the document came from a member of the public, the matter shall first be investigated. Except in compelling circumstances, the employee shall be furnished a copy within 30 days of the School's receipt of the document. The document shall not be either placed in the personnel file or retained by the School unless it is reasonably determined that the allegations have some substance or plausibility. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a reasonable opportunity to attach a reply.
- 9.1.2 If the document came from within School personnel, the investigation required by paragraph a. may not be necessary or appropriate, but the remainder of the protections required by paragraph a, including the notice to the employee, shall be applicable.
- 9.1.3 Exempt from disclosure to the employee are documents which (1) are references obtained from outside the School or prior to employment, (2) were prepared by identifiable examination committee members as part of the examination procedure, or (3) were obtained in connection with a promotional examination.

9.2 Pre-disciplinary Matters:

- 9.2.1 Pre-disciplinary actions such as warnings, conference memos and reprimands are not subject to the grievance procedures except when such documents are placed in the employee's official personnel file, or used as part of a formal disciplinary action (U-Notice or suspension), or overall Below-Standard Evaluation. In the event of a later formal disciplinary action, the document if challenged should not be deemed valid or established unless and until so proven under the normal "for cause" standard.
- 9.2.2 Employees shall be permitted to "live down" or "work off" a pre-disciplinary document by the passage of a period of five (5) years without recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate "expired" file and not become a basis, in whole or part, for a subsequent formal disciplinary action.

9.3 Notices of Unsatisfactory Service or Act, and Suspension:

- 9.3.1 Employees may be disciplined for cause. Such discipline may include Notices of Unsatisfactory Service or Act and/or suspension from duties without pay for up to fifteen working days. When any suspension without pay is imposed, the salary effects of that suspension shall not be implemented until the suspension has become final as provided in this section. Also, for a suspension of more than three days, the fourth and succeeding days of suspension shall not be implemented until the suspension has become final as provided in this section. If the discipline is based upon incompetence, the observation, records and assistance provisions of Section 5.0 apply.
- 9.3.2 The concept of “progressive discipline,” and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may make progressive discipline unnecessary, and that reasonable diversity and local practices are to be expected.
- 9.3.3 A Notice of Unsatisfactory Service or Act and/or suspension shall not be issued if it is based in whole or part on an event which occurred more than a reasonable period of time prior to the date that the Notice of Unsatisfactory Service or Act and/or suspension was issued.
- 9.3.4 When imposing discipline or when giving reprimands, warnings or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.
- 9.3.5 When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee’s right to be accompanied and represented by a UTLA representative or by any other person so long as that person is not a representative of another employee organization. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall “Below Standard” rating.
- 9.3.6 Prior to the imposition of a Notice of Unsatisfactory Service or Act and/or a suspension or termination, the administrator shall notify the employee (1) that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by a UTLA representative or a person of the employee’s choice, as long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall

announce the discipline to be imposed and immediately confirm the discipline to be imposed in writing on the appropriate BCCHS form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.

- 9.3.7 The recipient of such notice of disciplinary action shall be permitted to file a written statement in response to the Notice, which shall be attached to all copies of the Notice retained by the School.
- 9.3.8 Notices of Unsatisfactory Service or Act are grievable under Article V. However, if the discipline imposed includes a suspension without pay, and if the employee wishes to obtain review of the decision, a notice of appeal to the Executive Director of BCCHS shall be delivered within three days of receipt of the form. Within three days after receipt of the employee's notice of appeal, the Executive Director shall hold an appeal meeting to discuss the matter, and shall by the end of the day following, announce a decision. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two days after the above administrative appeal decision is announced, UTLA must, if it determines that the matter is to be appealed to arbitration, notify the School in writing of its intention. UTLA and the School shall select an arbitrator, and the dispute will then be calendared for arbitration. If at any of the above steps the employer or UTLA does not appeal as provided above, the discipline shall be considered final.
- 9.3.9 After the School has taken formal disciplinary action against an employee, and upon request of the Union representing the employee, the School shall furnish the Union with a copy of any written statements taken of students relating to the matter. The School shall not be permitted to have a student witness testify at an arbitration hearing unless the Union has been provided a reasonable opportunity to interview the witness at a time reasonably prior to the date of the hearing. The School shall give UTLA written notice of its intention to call the witness, and assist in making arrangements for the interview so that the interview can take place in coordination with (not necessarily jointly with) the School interview. If the interview is not done jointly, the Union's interview shall be in the presence of a non-involved person acceptable to both the Union and the School, who would be authorized to control or terminate the interview in the event of improper conduct of the interviewer. The third person would not be expected to testify except as to issues relating to the improper conduct of the interviewer.
- 9.3.10 Any of the disciplinary measures referred to in "a" above may be imposed independently of the School's evaluation procedures, and independently of statutory suspension/dismissal proceedings. Such discipline shall not be regarded as a precondition for a statutory suspension/dismissal proceeding. If a statutory suspension or dismissal proceeding is filed based in whole or part upon the service or conduct which gave rise to the disciplinary proceeding under this Section, then any grievance arising under this Section not yet taken to arbitration,

shall be deferred pending resolution of the statutory proceedings.

9.4 Dismissal Procedures:

9.4.1 For cases related to unsatisfactory instructional/teaching performance, dismissal procedures shall follow those procedures outlined in the Education Code for remediation, correction and dismissal.

9.4.2 For cases not related to unsatisfactory instructional/teaching performance, but rather involving gross misconduct, BCCHS may elect to utilize dismissal procedures subject to and based upon just cause and not subject to the Education Code or interpreting case law related to certificated dismissal. Such just cause dismissal commences with a statement of charges issued by the Board of BCCHS and, if appealed in writing, is subject to binding arbitration as defined in the Grievance Article.

9.4.3 If the parties cannot agree whether the charges are properly before the Arbitrator, each party may submit a written argument to the Arbitrator in no more than ten (10) pages length and the Arbitrator shall issue a written ruling upon the contract language, whether the matter is arbitrable.

9.5 Accountability for Individual Bargaining Unit Member Quality:

In order to ensure that employees are focused on their central mission of performing satisfactory in the area of teaching methods, instruction and delivery of other services, employees who receive a Notice of Unsatisfactory Service or “below standard” evaluations shall be deemed ineligible for service or entitlement to the following:

9.5.1 Mentor Service

9.5.2 Out of Classroom personnel, department chair or instructional advisor positions

9.5.3 Committee (including Governing Board) membership

9.5.4 Summer session and/or intersession

9.5.5 Academic, activity, and athletic positions with corresponding differentials

9.5.6 Permissive leaves

9.5.7 Auxiliary periods and other auxiliary services involving extra-pay for extra work.

9.6 Suspension or Reassignment Due to Mental Incompetence:

The School shall, in cases of employee incompetence caused by mental illness, follow the appropriate statutory procedures. Disputes concerning such matters are not subject to the grievance procedures of Article V.

9.7 Arrest Procedures:

Whenever an employee is to be arrested at the school site, the site administrator shall request the police to conduct the arrest at a time and place least visible to the students and

staff.

In accordance with Education Code Section 44950 and 44950.5, the School may utilize such provisions when any employee is charged with offenses as enumerated therein.

9.8 Procedures Relating to Alleged Child Abuse:

When a charge of child abuse is made against an employee and results in the filing of an official Suspected Child Abuse Report, the following procedures are applicable:

- 9.8.1 As soon as the employee is notified of the charge, the alleged victim of the abuse shall be removed from the accused employee's class and reassigned to the same type of class, if available, pending completion of the resulting investigation(s).
- 9.8.2 Exceptions to the above may be made at the official request of the city, County, or state law enforcement agency responsible for the matter or with the approval of the Executive Director, the employee, and the parent/guardian.

ARTICLE X

BCCHS ACADEMIES

10.1 Purpose:

BCCHS Academies are designed to allow a personalized learning environment for students and personalized support and service for parents at a large comprehensive high school.

10.2 Staffing, Vacancies, and Transfers:

The faculty members of an Academy team shall fairly reflect the overall staff at the site in terms of demographics, subject matter, and to support its student enrollment requests. All staffing initially assigned to the Academy is first based upon volunteers. Should any vacancy remain to be filled in an Academy, staff will be placed by the CEO/Principal according to the educational needs of its student enrollment and programs. For the purposes of any decisions regarding staff reductions or displacements within BCCHS, such decisions shall be based upon school-wide seniority only. Once the initial full Academy faculty is identified, assignments to classes etc. shall be made in compliance with Article XVI.

10.3. Protection of Employee Rights:

Subject to the provisions of this Article, and unless otherwise agreed to by UTLA and the school, all provisions, rights, obligations, duties, and other requirements set forth in the Agreement shall be applicable to approved Academies, including but not limited to uniform staffing procedures (Art. XVI and UTLA rights (Art. IV), and the implementation of Academies is not intended to diminish the rights contained in this Agreement.

10.4 Academy Leadership:

10.4.1 General:

Academies shall be led by an Academy Coordinator or a Grade Level Academy Lead Teacher supervised by the Grade Level Administrator. Following certification by BCCHS of a candidate's eligibility, the Coordinator or Grade Level Academy Lead Teacher shall be elected annually or biennially by an Academy's unit members and shall serve pursuant to the applicable full-time regularly funded coordinator provisions (Article XVI, Sec. 16.6).

10.4.2 Grade Level Academy Coordinator Duties

1. Create and implement an Academy plan aligned to the LCAP, WASC, Charter Petition, Single Plan and other school goals.

2. Run Grade Level Academy (“GLA”) meetings and collaborate with GLA staff and GLA teachers to implement systemic supports for students and grade level wide strategies to help mitigate skill gaps for students.
3. Participate in whole school Grade Level Multi-tiered Systems of Support (“MTSS”) or MTSS Committee and coordinate and facilitate MTSS sessions with Grade Level Academy staff to identify students that are struggling and target appropriate intervention.
4. Collaborate with GLA staff to provide executive skill development opportunities for all grade level students needed to be successful in college and career.
5. Advance and support department-created cross-curricular literacy and numeracy strategies, and facilitate the implementation with grade level academy teachers and support staff.
6. Plan and attend extra-curricular grade level events such as field trips, school dances, parent nights, orientation, awards ceremony, etc., which may occur in the evenings and on Saturdays.
7. Collaborate with other Grade Level Academy Lead Teachers and GLA Coordinators to share best practices and vertically align GLA work.
8. Collaborate with Grade Level Counselors to monitor A-G progress and support as necessary.
9. Collaborate with Special Education Office to coordinate services and support for students with IEPs.
10. In partnership with the Academy Administrative Director, create and implement a plan to support defined subgroup populations inclusive of reviewing and tracking performance data of these subgroups.
11. In partnership with the Administrative Directors, increase outreach to facilitate growth in parent participation.
12. Collaborate with counselors regarding students based on their academic or social emotional needs.
13. Input all information into Aeries/track data
14. Maintain a Coordinator binder (physical or digital).
15. Provide brief update reports on status of work to Grade Level Administrator, CEO/Principal, parent group(s), and Board as necessary.
16. Assist Grade Level Counselors, Deans, and other grade level staff as necessary.
17. Assist with tardy sweeps, lunch and before and after school supervision (unless there is conflict with planned coordinator meeting and/or activities).
18. Attend other meetings as necessary including, but not limited to, SSPT, IEPs, etc.
19. Serve as a WASC focus group or committee leader.
20. Attend Student Services Committee monthly meetings.
21. Other duties as reasonably assigned by the CEO/Principal.

10.4.3 Grade Level Academy Lead Teacher Duties:

1. Run GLA meetings and collaborate with Grade Level Academy (GLA) staff

and GLA teachers to implement systemic supports for students and grade level wide strategies to help mitigate skill gaps for students.

2. Coordinate and facilitate Grade Level Multi-tiered Systems of Support (“MTSS”) meetings with Grade Level Academy staff to identify students that are struggling and target appropriate intervention.
3. Collaborate with GLA staff to provide soft and executive skill development opportunities for all grade level students needed to be successful in college and career.
4. Work with Grade Level Administrator to plan field trips, parent nights, orientation, awards ceremony, as time allows.
5. Collaborate with other Grade Level Academy Lead Teacher and GLA Coordinators to share best practices and vertically align GLA work.
6. Meet with students based on their academic or social emotional needs.
7. Input all information into Aeries/track data.
8. Maintain a Coordinator Binder (physical or digital)
9. Provide brief update reports on status of work to grade level administrator, principal, parent group(s), and Board as necessary
10. Perform other reasonably assigned duties as noted in section 10.4.2

For the purposes of this section 1/2 time means four (4) out of eight (8) class periods shall be dedicated to the duties of the Grade Level Academy Lead Teacher.

10.4.4 Compensation:

Academy Coordinators and Grade Level Academy Lead Teachers shall be compensated for such work according to Appendix B, “Differential and Stipend Schedule.”

BCCHS shall record and study the amount of hours outside of the regular workday and weekend hours logged by the these unit members. Based on the hours logged, BCCHS shall meet with UTLA no later than March 14, 2022, to negotiate over such stipend amounts and/or to possibly modify the job duties as appropriate for the 2022-2023 school year and beyond.

10.4.5 Removal of Academy Coordinator:

The CEO/Principal has discretion to remove an Academy Coordinator who is not performing his/her assigned duties. The CEO/Principal may appoint an interim Academy Coordinator until the faculty of the Academy has the opportunity to elect a replacement. An Academy Coordinator removed by the CEO/Principal shall be ineligible to run for the position for a period of two (2) complete school years unless approved by the CEO/Principal as eligible for the position at an earlier date consistent with section 16.6.2.

10.5 Collapsing an Academy:

When it is deemed in the best interest of the school and/or educational programs of BCCHS, any or all Academies may be collapsed and closed. Such criteria as, but not limited to, the following will be considered prior to such action:

- Financial and/or Facility limitations to support the Academy(ies)
- Student Achievement performance indicators including A-G completion rates
- Failure to provide access or support for all student subgroups
- Lack of student interest commensurate with the average Academy student ratio
- Lack of faculty interest to staff or support the Academy.

ARTICLE XI

WORK STOPPAGE

- 11.1** Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, UTLA agrees to the following:
- 11.1.1 Neither UTLA nor its officers or representatives or affiliates shall cause, encourage, condone or participate in any strike, slowdown or other work stoppage during the term of this Agreement. In the event of any actual or threatened strike, slowdown or other work stoppage, UTLA and its officers, representatives and affiliates will take all reasonable steps within their control to avert or end the same; and
 - 11.1.2 Any employee engaging in any strike, slowdown, or other work stoppage during the term of this Agreement shall be subject to discipline or termination under applicable law.
- 11.2** Disputes arising under this Article are to be handled according to appropriate judicial proceedings rather than the grievance procedures of this Agreement.

ARTICLE XII

LAYOFFS

12.1 Permanent Employees:

In the event BCCHS must implement a layoff (reduction in force), BCCHS shall comply with the Education Code provisions for implementing the layoff. As to the determination of seniority, see Section 12.3, below.

12.2 Probationary Employees:

12.2.1 Order of Layoff:

BCCHS shall determine the teaching or service fields in which a Reduction in Force shall be effected and the number of employees to be terminated in such fields. BCCHS may determine to exempt from the Reduction in Force some but not all employees in a shortage field, and in such instance the order of termination in such field shall be in reverse order of seniority as set forth in Section 12.3, below. In regard to the exemption of employees in shortage fields by credential authorization, BCCHS may exempt employees in one or more than one shortage field by credential authorization without exempting employees by credential authorization in other shortage fields. For purposes of this Article, an employee who is “presently serving” in a teaching or service field is an employee who is assigned to the field for not less than one period (or its equivalent) per day, as of the date of notice pursuant to Section 12.2.2, below.

12.2.2 Notice:

A probationary employee subject to layoff shall be provided written notice thereof at least fourteen (14) calendar days prior to such termination. Such notice shall be mailed by certified or registered mail to the address on file with BCCHS as of the date of mailing, or shall be served on the employee by direct delivery. The notice shall be effective if mailed or delivered as stated above, or if actually received by the employee. The notice shall state that the employee will be terminated pursuant to the terms of this Article, and shall state the date upon which such termination is effective. The notice shall also state that the employee is being offered employment as a day-to-day substitute on the same basis as other day-to-day substitutes. A Reduction in Force shall be deemed commenced pursuant to this Article upon the action of the Board of Director authorizing the Reduction in Force, so long as the Notices of Termination are served no later than thirty (30) days from the date of such authorization.

12.3 Seniority:

12.3.1 Prior service with LAUSD will be counted toward seniority so long as there was

no break in employment from the employee's service with LAUSD and employment with BCCHS as an independent charter school on July 1, 2009. Date of hire for employees hired after the formation of the charter will not include prior service with LAUSD or other districts.

12.3.2 For purposes of this Article, a permanent employee is senior to a Probationary 4, then Probationary 3, then Probationary 2, then Probationary 1, then conditional employees, then University/Individualized Interns, then temporary contracts, and finally provisional employees.

12.4 Re-employment:

12.4.1 Re-employment List:

Terminated probationary employees shall be placed on a BCCHS Re-employment List for their particular teaching or service field for a period of 39 months from the last day of paid contract service with BCCHS. Excluded from the list are those terminated employees who served in temporary contract, provisional, University Intern, or conditional status.

12.4.2 Order of Re-employment:

Subsequent to the lay-off, if BCCHS determines that vacancies exist in teaching or service fields, contract offers shall be made to individuals on the appropriate BCCHS Re-employment List (for the specified teaching or service field) as follows:

- a. Individuals who were permanent employees shall be made offers of re-employment first, followed Probationary 4, then Probationary 3, then Probationary 2, and finally Probationary 1 employees. Within each status the individual(s) with the earliest seniority date shall be made offers of re-employment first except that, as between individuals who have the same seniority date, they shall be re-employed in the inverse order of their termination;
- b. If an offer of re-employment is not accepted, the individual's name shall be removed from the BCCHS Re-employment List;
- c. Individuals re-employed from the Re-employment List shall be placed in the status to which they would have been entitled but for the termination, provided however, that time spent on said List shall not be counted toward eligibility for permanent status; they shall have restored their initial seniority dates as defined herein.

12.5 Grievance Procedure:

BCCHS's decision to conduct a layoff is not subject to grievance. However, alleged violations of the above procedures are subject to the Grievance process of Article VI with respect to non-permanent employees only (with permanent employees having exclusive rights and procedures arising from Education Code provisions).

ARTICLE XIII

LEAVES OF ABSENCE

13.1 General Provisions:

13.1.1 Eligibility:

Probationary and permanent employees shall be eligible for certain paid and unpaid leaves as outlined herein. Temporary, intern, and provisional employees shall be eligible for all leaves other than those provided in Sections 13.6, 13.9, 13.10, and 13.11. Unless provided otherwise below, the provisions in this Article do not apply to substitute, or retired teachers, though other statutory provisions may apply.

13.1.2 Health & Welfare Benefits:

Employees who are on unpaid leaves and employees who exhaust their paid benefits while on paid leave are not eligible for BCCHS-paid health and welfare benefits while in unpaid status. As an exception, employees on approved unpaid Family Care and Medical Leave are eligible for BCCHS-paid benefits provided they are otherwise eligible for such benefits as provided in Section 13.13 of this Article. Also, employees in unpaid status may arrange for continuance of benefits through COBRA. In addition, employees in unpaid status will have their assignment basis changed from annualized to per diem (pay as you work).

13.1.3 Restrictions:

An unpaid leave of absence may not be converted to a paid leave of absence. No employee shall be eligible for a permissive leave from the School who has had two (2) semesters of permissive leave during the six (6) semesters immediately preceding the requested leave, except as provided in Section 13.6, 13.8 and 13.11. For purposes of this Section, 65 working days per semester on leave shall constitute a semester on leave. The Executive Director or designee (“Designee”) may, in his or her sole discretion, grant a waiver from this limit, for one semester.

13.1.4 Notification Requirements:

- a. The deadline for permissive leave applications, unless otherwise provided, shall be April 15 for all leaves commencing during the period July 1 through December 31 and November 15 for all leaves commencing during the period January 1 through June 30.
- b. Unless otherwise provided in this Article, an employee who intends to be absent for twenty (20) working days or less must make every reasonable effort to notify Human Resources. When the absence is to be for one (1) day only,

employees may, when reporting the absence to the school, also give notice on intended return for the following day. All other employees returning to service must notify the school or section at least one (1) hour before the end of the regular working day on the day before the day of anticipated return. If such notification is not given and both the employee and substitute report for duty, it is only the substitute who is entitled to work and be paid.

- c. Notification requirements for an approved Pregnancy-Related Disability Leave/Family Care and Medical Leave/California Family Rights Act Leave shall be in accordance with legal requirements.

13.1.5 Cancellation of Leave:

With the exception of Illness and Personal Necessity, a request by an employee for cancellation of a leave or for cancellation of a request for a leave shall be granted unless an employee other than a day-to-day substitute has been assigned to fill the employee's position. Exceptions may be made in the sole discretion of the School. The appropriate required credential or permit held at the time the leave was granted must be maintained, or the leave terminates and the employee is subject to termination. The employee shall be so notified. In the case of an early return from family care and medical leave, if the employee informs BCCHS of a desire for early return BCCHS will, if feasible, return the employee to service within two (2) working days after the employee notifies BCCHS of the request to return.

13.1.6 Notice of Intent to Return:

Three (3) calendar months before the expiration of a leave for one semester or more, and upon reasonable notice from the School, the employee must notify Human Resources of an intention to return, or request an extension of leave, if eligible. Failure by the employee to give such notice, or to report to duty as directed after having given such notice, shall be considered abandonment of position and resignation from service. An exception to this provision or requirement shall be made if it was impossible for the employee to give the required notice. This Sub- Section does not apply to paid Illness Leave under Section 13.2.

13.1.7 Return from Leave – Medical Review Committee:

An employee not approved to return from a leave by the School's designated physician may appeal to a Medical Review Committee. The committee shall be comprised of a School designated physician, a physician selected and compensated by UTLA, and a third physician who shall be selected by the two physicians and compensated equally by the School and UTLA. A majority decision by the Medical Review Committee shall be final and binding.

13.2 **Illness Leave (Paid):**

An employee shall be granted a leave of absence because of illness, or injury, or quarantine of the employee.

13.2.1 Accrual:

Each employee shall accrue 0.05 hour of full-pay illness absence credit for each hour for which salary is received in a certificated assignment except for Auxiliary Teacher, Replacement Teacher, or an assignment for which a lump-sum payment is or could be received.

13.2.2 Full-Pay Illness Days:

- a. A unit member can use accrued paid sick leave for the diagnosis, care, or treatment of an existing health condition or preventive care (including annual physicals or flu shots) for themselves or a family member. A family member is a spouse or registered domestic partner (as recognized by the State of California), child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the unit member stands in loco parentis), parent (biological, adoptive or foster parent, stepparent, or legal guardian of the unit member or the unit member's spouse or registered domestic partner (as recognized by the State of California), or person who stood in loco parentis when the unit member was a minor child), grandparent, grandchild or sibling. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.
- b. At the beginning of the pay period immediately preceding July 1, each active employee shall receive credit for full-pay illness absence hours up to ten (10) days (pro-rated for those employed for less than a full school year) prior to accrual.

13.2.3 Use of Illness Days:

- a. When an employee is absent under this section and such absence is properly verified, the employee will receive full normal pay up to the total of the employee's full-pay illness benefits. Full-pay illness benefits shall be used before available 50% Differential pay may be used pursuant to Section 13.2.5. Additional days of illness absence will be at fifty (50%) up to the total of 50% Differential days credited if available. Further illness absence shall be non-paid absence, unless the employee requests use of any accrued vacation (if applicable). Pay for absence shall not be made in increments of less than 0.25 hours (15 minutes) – except for absences at the very beginning of the instructional day, which shall be made in increments of 0.1 (6 minutes) in accord with the terms of Section 18.7.2.

- b. An employee who is absent shall be required to certify the reason for absence. Also, the School shall have the authority to use whatever means are reasonably necessary to verify any claimed illness, injury, or disability under this section before authorizing any compensation.
- c. An employee absent from duty for any illness, injury, or other disability for more than three (3) consecutive working days shall be required to submit a signed verification from a health care provider on letterhead. An employee absent for more than twenty (20) consecutive working days shall be required to submit a formal leave request and an "Attending Physician Statement" form.
- d. If requested, unit members must present a physician's statement certifying the unit member's fitness to return to duty after illness.

13.2.4 Unused Illness Days:

Full-pay illness days shall be cumulative from year to year without limitation. Any such days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Employees will not be paid for unused sick time upon separation from employment.

13.2.5 50% Differential Pay:

- a. The purpose of this sub-section is to allow employees to have the possibility of at least 100 days of paid illness time per year for illness, injury, or quarantine of the employee.
- b. At the beginning of the school year, each active employee who is under contract for a full school year (excluding substitute and retired employees), will be allocated up to ten (10) full time illness days as provided in Section 13.2.2b, above. Eligible employees who were in paid status for at least one (1) semester during the previous year and who have accrued fewer than the number of full- pay illness absence hours equivalent to 100 days shall be credited with a sufficient number of additional hours at 50% Differential Pay, so that the employee may remain in paid status for the equivalent of 100 total days. The number of hours of 50% Differential Pay allocated at the beginning of the year when added to the accrued full-pay illness absence days equals the equivalent to 100 total paid illness absence days.
- c. Employees receiving 50% Differential Pay receive one-half of their regular gross salary, minus deductions including but not limited to benefit contributions (if any), retirement contributions, and UTLA dues/fees.
- d. Credit for unused 50% Differential Pay does not accumulate from year to year.

13.2.6 One-Time Exception (“10/90”):

An exception to the “active employee” requirement of Sections 13.2.2 and 13.2.4 will be made upon request once in each employee’s career to permit qualification for the annual allotment of ten (10) full pay illness days and the possibility of ninety (90) days of 50% Differential Pay, even though the employee is unable to report to work at the commencement of the employee’s annual assignment basis due to illness, provided the following conditions are met:

- a. The employee holds probationary or permanent status.
- b. The employee did not carry over any full pay illness hours from the previous year.
- c. The employee has on file an illness leave request satisfying the requirements of Sections 13.2.3 b & c.

13.2.7 Use of Unaccrued Illness Days (Overpayment):

If an employee is paid for more than the illness absences to which entitled, or terminates employment prior to accruing leave taken in advance, the employee shall be required to refund to BCCHS the salary to which not entitled. This requirement shall be waived in the event of the employee’s death or physical or mental disability.

13.2.8 Reinstatement:

If a permanent employee resigns and returns within 39 months of the last date of paid service to permanent status, the number of hours for which the employee was entitled to full-pay illness absence shall be restored, unless such had been transferred to another agency or used in computation of retirement allowance. Any other employee who resigns or is otherwise terminated and returns within 13 calendar months of the last date of paid service, shall be restored the number of hours of full-pay illness absence to which entitled, unless such has been transferred to another agency.

13.3 Personal Necessity Leave (Paid):

13.3.1 General:

Subject to the limits set forth below, an employee shall be granted a paid personal necessity leave when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:

- a. Death of a close friend or relative not included in the definition of immediate

family (as used in this section, the term “immediate family” shall be as defined in Section 13.4 of this Article);

- b. Death of a member of the employee’s immediate family, when time in excess of that provided in Section 13.4 of this Article is required;
- c. Serious illness of a member of the employee’s immediate family;
- d. Accident involving the employee’s person or property or the person or property of a member of the employee’s immediate family;
- e. Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);
- f. Religious holiday of the employee’s faith;
- g. Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;
- h. An appearance of the employee in court as a litigant. Each day of necessary attendance as a litigant must be certified by the clerk of the court. The employee must return to work in cases where it is not necessary to be absent the entire day.
- i. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena for which salary is not allowed under the applicable Section of this Agreement:
 - (1) Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction;
 - (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the School; and
 - (3) The employee must return to work in cases where it is not necessary to be absent the entire day;
- j. Conference or convention attendance pursuant to this Article;
- k. Attendance at the classroom of the employee’s own child or ward and meeting with the school administrator because of suspension as required by Section 48900.1 of the Education Code;
- l. Up to four (4) hours of paid personal necessity leave and up to thirty-six (36) additional hours of unpaid leave not to exceed a total of (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the

employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator at least five (5) working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.

13.3.2 Limitations and Conditions:

The following limits and conditions are placed upon allowing a personal necessity absence:

- a. Except as otherwise noted in this Article, the total number of days allowed in one school year for personal necessity absence shall not exceed six (6) days per school year for a probationary, permanent, temporary, or provisional contract employee.
- b. The days allowed shall be deducted from and may not exceed the number of days of accrued full-pay illness leave to which the employee is entitled.
- c. The personal necessity leave shall not be granted during a strike, demonstration or any work stoppage.
- d. The employee shall be required to verify the nature of such necessity. Such statement shall be filed with Human Resources no less than five (5) working days in advance of a religious holiday, court appearance or school visitation. The immediate administrator shall take whatever steps reasonably necessary to become satisfied that a personal necessity within the limits of this section did exist.

13.4 Bereavement (Paid):

An employee is entitled to a paid leave/absence from the School, not to exceed three (3) days, on account of the death of a member of the employee's immediate family if acceptable proof of death and relationship is provided and the leave/absence commences within ten (10) calendar days of the death. If more than one death occurs simultaneously, the leaves may be taken consecutively. If out of state travel is required and requested, an additional two (2) days shall be granted. The immediate family is defined as the following relatives of the employee:

13.4.1 Spouse or, for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse;

13.4.2 Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of spouse);

- 13.4.3 Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of spouse);
- 13.4.4 Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of spouse);
- 13.4.5 Grandchild (includes grandchild of spouse, step grand-children, and grandchildren of cohabitant who is the equivalent of spouse);
- 13.4.6 Brother;
- 13.4.7 Sister;
- 13.4.8 Any relative living in the employee's immediate household.

13.5 Pregnancy and Related Disability (Paid):

13.5.1 Paid Disability Absence:

For that period of time during which the employee (including temporary employees) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be permitted to utilize her illness leave under this Article.

13.5.2 Physician Certifications:

A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy-related disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the School her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and her physician's release to return to active duty. BCCHS forms for such certifications, and application forms, shall be available at in the main office.

13.6 Child Care (Unpaid):

- 13.6.1 An unpaid leave shall be granted to a permanent employee to care for such employee's own (including adopted) child of under five years of age. The leave, together with any renewal thereof, shall not exceed the equivalent of two (2) semesters in duration.
- 13.6.2 A probationary employee shall be granted an unpaid childcare leave immediately following the pregnancy leave, birth or adoption, for the balance of the semester in which the childcare leave commenced. The combined pregnancy leave and childcare leave shall not exceed two semesters. As an exception that the childcare

leave must immediately follow pregnancy leave, birth, or adoption for return rights, the family care and medical leave may interrupt that sequence. However, each leave must immediately follow the other and the childcare leave will be granted only for the balance of the semester or track in which the childcare leave commenced. In addition, the combination of the leaves shall not exceed two semesters.

13.6.3 Application may be submitted at any time but must be on file in the Human Resources Office by April 15 for the fall semester and by November 15 for the spring semester. Starting and ending dates may be adjusted by the School to meet educational program needs, except in the case of the starting date for a child care leave which begins immediately after pregnancy leave or family care and medical leave.

13.7 Industrial Injury or Illness Paid:

13.7.1 General:

Unit member shall be entitled to industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier. A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the School's insurance carrier to assist in determining the qualification and the length of time during which the teacher will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

13.7.2 Exhaustion of Leave:

Upon exhaustion of the above-authorized industrial injury absence benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in a payment of no more than full normal salary.

13.7.3 Restrictions:

An employee absent under this section shall remain within the State of California unless the School authorizes the travel outside the State.

13.7.4 Act of Violence:

If the employee was physically injured during an act or acts of violence related to and during the performance of assignment duties, then the leave of absence may be extended beyond the initial 60 day period. In order to qualify for such an extension the employee must have (1) notified the site administrator and

appropriate law enforcement authorities within 24 hours of the incident if the employee was physically able to do so; (2) completed the employee's written report and reported for treatment as required in e. above; (3) reported, as soon as it becomes evident that an extension is to be requested, for a physical examination by the employee health coordinator and received approval as a result of such examination; and (4) applied in writing to the School for such an extension, using a BCCHS form. Such application should be filed with the immediate administrator as soon as the employee sees the need for such an extension, so that the School has adequate time to review and process the claim prior to the effective date of the leave extension. Determination whether the injury was the result of an act of violence, and whether the act of violence was related to and during the performance of duties, shall be made in the reasonable judgment of the carrier. Determination whether the injury is disabling beyond the 60 day period shall be made in the reasonable medical judgment of the physician. An employee may be required during the extended period to be evaluated by a School designated physician at any time.

13.8 Personal Leave (Unpaid):

An unpaid leave shall be granted to a permanent employee for a period not to exceed 52 consecutive calendar weeks, except as provided below, for a specific personal reason satisfactory to BCCHS, including but not limited to the following:

- 13.8.1 To be with a member of the immediate family who is ill (see Section 13.4 of this Article for the definition of the immediate family);
- 13.8.2 To accept an opportunity of a superior character which will result in the employee rendering more effective service on return to BCCHS;
- 13.8.3 To rest, subject to the approval of a physician designated by BCCHS;
- 13.8.4 To accompany spouse, or a cohabitant who is the equivalent of a spouse, when change of residence is required;
- 13.8.5 To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education;
- 13.8.6 To serve as a State Legislator – such leave shall be renewed annually during tenure of office, the above limitation notwithstanding;
- 13.8.7 To serve in an elective position in the city, county, state, or federal government, other than the State Legislature. Applications may be submitted at any time but must be on file in the Personnel Office by April 15 for Fall semester and November 15 for Spring semester. Sub-sections 13.8.1, 13.8.3, and 13.8.4 above are not subject to these deadlines.

13.9 Government Order Leaves (Commissions, Military, Witness, and Jury Service):

- 13.9.1 Paid leave shall be granted for service on a Commission on Professional Competence established pursuant to the Education Code.
- 13.9.2 An appropriate military leave/absence shall be granted to any qualified employee in accordance with the provisions of the Education Code and Military and Veterans Code.
- 13.9.3 A paid leave shall be granted to allow an employee to appear, in response to a subpoena duly served, when other than a litigant (a) in a case before a grand jury; (b) in a criminal case before a court within the State; or (c) in a civil case in a court within the county in which the employee resides or outside of said county if within 150 miles of place of residence. Leave may be granted for the days of attendance in court as certified by the clerk or other authorized officer of such court or grand jury or by the attorney for the litigant in the case. In any case in which witness fees are payable, such fees shall be collected by the employee and remitted to the Accounting and Disbursements Division.
- 13.9.4 The mutual intention of BCCHS and UTLA is that jury service be encouraged, but also limited, as far as practical, to periods of time when the continuity of instruction and BCCHS operations will not be adversely affected.
- a. An employee summoned to jury service in federal or state court shall notify the immediate administrator of such summons.
 - b. As a condition for paid absence, the employee shall seek postponement of the jury service so that it can be performed on the employee's recess or off-track period.
 - (1) Involuntary jury service commenced during the employee's recess or off-track period which inadvertently extends into the employee's assigned or on-track period shall qualify as paid absence for up to twenty working days from the start of the assignment or track.
 - (2) The twenty days limit shall be subject only to such exceptions which may be agreed upon by BCCHS and UTLA.
 - c. As for federal jury service, if the court denies the request for postponement, paid absence shall be granted for the term of the service.
 - d. All jury fees received while on BCCHS-paid status shall be remitted to the Business Office.

13.10 Conference and Convention Attendance:

A paid leave may, in the discretion of BCCHS and upon the recommendation of the Executive Director or Designee, be granted for attendance at conferences and conventions sponsored by professional instructional organizations which are recognized by the State Board of Education or approved by the appropriate administrator under all of the conditions noted below. BCCHS shall consult with UTLA regarding these matters.

- 13.10.1 Attendance must lead directly to the professional growth of the employee and the improvement of the educational program of BCCHS;
- 13.10.2 Unless the employee is an official representative of the organization or is participating as a workshop leader or speaker at the conference or convention, the attendance must not necessitate assignment of a substitute for the employee or the payment of replacement teacher salary;
- 13.10.3 The attendance must not result in unnecessary duplication of participation by BCCHS personnel;
- 13.10.4 The attendance must not necessitate the reimbursement of any expenses by BCCHS to the employee; and
- 13.10.5 A written or oral report of the conference may be requested by the appropriate administrator.

For conference or convention attendance which meets the above standards, but is not approved for paid leave status pursuant to the above, the employee may utilize personal necessity leave under Section 13.3 of this Article.

13.11 Half-Time Leave:

13.11.1 General:

A regular Half-Time Leave shall be granted to allow a permanent employee to continue service for half of each working day. If a complementary partner is required due to the master schedule, it must be a complementary partner with permanent status, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non-classroom health and human services employees, the total number of approved half-time leaves shall not exceed a maximum of 10% of the full-time equivalent positions in the classification. Exceptions to the "half of each working day" requirement, may be made in special circumstances. In any event, the assignment and service shall be for the equivalent of one-half of the number of hours required for full-time employment for each pay period. Applications must be on file in the Human Resources office by April 15 for the fall semester and by November 15 for the spring semester.

13.11.2 Half-Time Assignment:

- a. New employees hired effective July 1, 1993 or later may be employed full-time and work one-half time with the other one-half time covered by a half-time leave pursuant to this section.
- b. In the event the half-time assignment cannot be arranged, the half-time leave will be cancelled and full-time service shall be required.
- c. If the employee is unable or unwilling to accept a full-time assignment in such circumstances, the employee shall submit a voluntary resignation.
- d. New employees hired pursuant to this section shall receive BCCHS paid health benefits pro-rated to the hours of paid service provided the employee contributes the difference with respect to the employer's contribution limit as well as the balance beyond the employer's contribution pursuant to Article XIX, Sections 19.2-19.3.

13.12 Reduced Workload Leave:

13.12.1 General:

A reduced workload leave shall be granted annually to a permanent full-time employee to permit the employee to reduce a regular assignment to the equivalent of one-half of the number of hours required of full-time employment, provided all the following conditions are met:

- a. The employee shall submit a request annually to the BCCHS Personnel Department prior to April 15 for a leave to be effective during the following school year, and the total of such annual leaves shall not exceed ten years.
- b. The employee has reached age 55 prior to the school year during which the leave is effective.
- c. The employee was assigned full-time in a certificated position with BCCHS for at least 10 school years of which the immediately preceding 5 school years were consecutive, full-time employment. Time spent on approved leaves shall not constitute a break in the 5 school year sequence, but shall not count toward the service requirement.
- d. An assignment and schedule satisfactory to both the employee and BCCHS is agreed to. The continuing assignment must be either for half of each working day for the entire school year, in which case the specific assigned hours, must be agreed to by the employee and the immediate administrator, or for one complete semester of full-time service per year.

A complementary partner with permanent status is required, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non- classroom, health and human services employees, the total number of approved leaves shall not exceed the maximum of 10% of the full-time equivalent positions in the classification. If the employee is assigned on other than the “C” basis, the leave shall be the equivalent of one-half of the number of hours of service required by the employee’s current assignment basis. Exceptions to the above work schedules may be made in special circumstances. In any event, the assignment shall be for the equivalent of at least one-half of the number of hours required for full-time employment; and the employee shall be placed on leave from the location in which half-time service is performed.

- e. The employee agrees to have retirement contributions made based on the salary that would have been received had service been full-time for the complete school year.
- f. The salary earned and paid must be at least half the salary the employee would have earned on a full-time basis. The employee will receive salary for the hours for which service is rendered.

13.12.2 Health and Welfare Benefits:

Whether the employee is assigned for one complete semester of full-time service per year or half of each working day per year, BCCHS shall maintain the employee’s Health and Welfare benefits for eligible employees for the school year.

13.12.3 Step Advancement:

The period of service and leave under half-time and reduced work load leaves may qualify for salary step advancement under Section 18.2 of Article XVIII, and shall qualify for regular health/welfare benefits under Article XIX, Health and Welfare.

13.13 Disability Leave or Absence:

An unpaid disability leave or absence will be granted on request to a probationary or permanent employee who has been awarded State Teachers’ Retirement Disability benefits for up to 39 months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first, subject to the following conditions:

- 13.13.1 The leave will be granted from the effective date of the disability benefits to the end of the school year in which the disability benefits begin. The leave

will be extended annually for periods not to exceed a total of 39 months from the effective date of the disability benefits, or until the effective date of service retirement, whichever is first.

13.13.2 If the disability benefits are cancelled and the employee is determined to be able to return to service during the period of the leave, the employee will be referred to BCCHS Medical Adviser. If the return is approved by BCCHS Medical Adviser the employee will be returned to active service. An employee not approved to return by BCCHS Medical Adviser may appeal to Medical Review Committee under Section 13.1.7 of this article.

13.13.3 As an exception to the general rule regarding unpaid leave, employees placed on this leave shall be entitled to continued coverage under the medical, vision and dental plans of this Agreement, but not the life insurance plan.

13.14 Family Care and Medical Leave/Absence:

13.14.1 General:

BCCHS shall maintain a current policy for and ensure compliance with the California Family Rights Act (“CFRA”) and Family Medical Leave Act (“FMLA”). A unit member shall be allowed to use earned illness time (full-time days only) while on any type of leave that qualifies as CFRA or FMLA, such as illness of a child or family member, or for child bonding.

13.14.2 Restrictions:

In the event that parents who are both BCCHS employees each wish to take Family Care Leave/Absence for the birth, of their child, or placement for adoption, or foster care placement of a child during the same time period, the combined total amount of leave that will be granted such employees will be twelve (12) work weeks during a fiscal year. These employees will still be eligible to take the remainder of their individual twelve (12) week allotment for family care leave for a purpose other than the birth, placement for adoption, or foster care of a child.

ARTICLE XIV

HOURS, DUTIES, AND WORK YEAR

14.1 General Workday Provisions:

It is agreed that the professional workday of a full-time regular employee requires no fewer than eight (8) hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length. The workday for part-time employees shall be proportionate, or governed by the employee's individual employment contract.

14.2 Sign-in and Sign-out Procedures:

14.2.1 Clock-in/out:

All employees shall, upon each arrival to and departure from their assigned work location, clock in/out using the magnetic ID Cards and equipment provided by BCCHS.

14.2.2 Check email:

All employees shall, within a reasonable time following arrival and within a reasonable time prior to departure, check (but not necessarily respond to) their BCCHS email for important messages from administration, colleagues, students, and parents.

14.3 Minimum On-Site Obligation:

14.3.1 It is understood that all full-time classroom teachers shall be assigned a minimum on-site duty obligation of uniform duration, but may have differing class schedules, hours of assignment and starting time. Except as otherwise provided in an individual employment agreement, this obligation shall begin seven (7) minutes before the instructional day and continue to six (6) minutes after the instructional day.

14.3.2 The following provisions apply to non-classroom educators. For purposes of this Article, the term "non-classroom educator" refers to those full-time employees whose classroom teaching assignment, if any, is fewer than three (3) periods out of eight (8) periods.

- a. All employees paid on the Special Services Salary Table, including but not limited to psychologists, PSA counselors, and audiologists, are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not

needed for other responsibilities on-site. The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator.

- b. Also subject to the hours and duties provisions of subsection a are non-classroom educators paid on the Preparation Salary Table (including but not limited to counselors, “in-house deans,” coordinators and advisers) who accept a position which includes extra pay for hours and/or duties which are related to, or an extension of, their basic non-classroom assignments.
- c. Non-classroom educators paid on the Preparation Salary Table (including but not limited to nurses, counselors, “in-house deans,” and advisers) who do not receive any extra pay (see subsection b., above) shall observe on-site hours which are to be not less than the hours observed by the teachers at the site, and remain on-site as necessary to perform the assigned duties of the position and the professional obligations of Section 14.5 which are appropriate to their work. These employees may depart after the regular departure time for teachers and at the completion of all of their on-site job obligations. This reduced on-site obligation has been agreed upon with the explicit understanding that it will not be interpreted or applied so as to (1) diminish and/or expand any services whatsoever, or (2) cause classroom teachers to assume any of the non-classroom teachers’ responsibilities.
- d. All non-classroom educators shall remain on site when necessary to perform the duties described in Section 14.5 which are appropriate to their work.
- e. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom educators.

14.4 Minimum and Shortened Days:

The normal schedule of minimum on-site hours for all employees is also to be observed on such days as pupil-free days, and is also to be observed on minimum days and shortened days unless early dismissal of staff is authorized by the immediate administrator.

14.5 Other Professional Duties:

14.5.1 General:

Each employee is responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples: instructional planning; preparing standards based lesson plans in a format appropriate to the teacher’s assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils on a regular

basis; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate attendance records on a regular daily basis and grade records on a weekly basis (with at least one grade per week) within the Board adopted student information system; providing leadership and supervision of student activities and organizations; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; cooperating in parent, community, back to school, and open house activities; participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment; assuming reasonable responsibility for the proper use and control of Charter School property, equipment, material and supplies; and attending faculty, departmental, grade level collaboration Tuesday, and other meetings called or approved by the immediate administrator.

14.5.2 Lesson Plans:

- a. Lesson plans or evidence of planning in a format appropriate to the teacher's assignment, shall be furnished by each classroom teacher upon request from the teacher's immediate administrator. No special format for a lesson plan shall be required, but the lesson plans shall be detailed and include objectives and standards.
- b. Whenever a teacher is absent, he or she will leave a lesson plan containing sufficient detail to permit a competent substitute to be able to teach the lesson.

14.5.3 Test of Reasonableness:

All duties required of each employee shall meet the test of reasonableness, and shall be assigned and distributed by the site administrator in a reasonable and equitable manner among the employees at the school or center.

14.5.4 Faculty, Departmental, Grade Level, Staff Development, Collaboration Tuesday, and Committee Meetings:

- a. No employee shall be expected to attend more than 34 Tuesday (before school) meetings per school year. Such meetings shall be generally designated as follows:
 - i. At least one (1) meeting day per month shall be exclusively designated for department meetings.
 - ii. Four (4) of these meetings (one per quarter, scheduled by mutual agreement between the UTLA Chair and the Chief Executive Officer) will be planned and executed by UTLA- designated faculty members. While such faculty members may seek input from the BCCHS administration, no input or assistance from the administration will be

required for these meetings.

- iii. The remaining meetings may be designated at BCCHS discretion (i.e., professional development, Academy meeting, etc.).

BCCHS shall make reasonable efforts to work with Department Chairs and the UTLA Chair(s) to create a meeting schedule that shall be distributed to the faculty on or before the first day of each semester.

- b. Exempt from the above limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. Under special circumstances, only one of the above meetings per month may be held during the employee's preparation period.
- c. These meetings should not, except in special circumstances or emergencies, exceed one hour in duration. Agendas for faculty meetings are to be distributed at least one day in advance, and employees shall be permitted to propose agenda items. Employees shall be permitted to participate in discussions during the meetings.

14.5.5 Adjunct and Academy Duties:

Unit members are also responsible for adjunct/SLC duty assignments, as discussed below.

- a. Purpose:

Recognizing that charter schools are schools of choice and depend on attracting and retaining students, adjunct duties promote the safety of students and their families at after school events, show support among faculty for student activities, and contribute to the goal of "personalization" necessary to give students a sense of identity and belonging as well as guidance in the pursuit of college and career pathways in order to promote student success in a large comprehensive high school.

- b. Participation:

For the 2021-22 school year, participation requirements under this section shall not be in effect (waived). Commencing the 2022-23 school year, all unit members shall be required to participate in three (3) events/activities per year or attend graduation ceremonies. Such events/activities include, but are not limited to, athletic events, dances, drama and music events, clubs sponsorships and club activities, Academy events (excluding Academy Leads and Coordinators) calendared ASB events, ELAC, SSC, and PTSA.

Unit members who serve throughout the school year as a BCCHS committee member on a committee where the time is not otherwise compensated shall receive credit for satisfaction of this paragraph if the unit member regularly attends committee meetings

14.5.6 Required Orientation Inservice for Teachers:

Teachers new to BCCHS shall be required to attend two (2) days of in-service support prior to the school year regarding BCCHS policies, procedures, instructional initiatives, and support systems, paid at their regular hourly rate.

14.6 Traveling Teachers

14.6.1 Determination:

Assignment of Traveling Teachers shall be made in the following order:

- a. Qualified volunteers shall be solicited from the department in need.
- b. Qualified volunteers shall be solicited from other departments.
- c. The Administration will look at all alternatives prior to any involuntary Traveling Teacher assignments of the permanent teachers within the department in need by inverse seniority order by yearly rotation.

14.6.2 Conditions:

- a. Except in those cases when the unit member requests an assignment which requires traveling (e.g., where some classes as part of the assignment meet in the computer lab, auditorium, etc.), unit members shall receive a stipend in the amount of \$500 per semester.
- b. An office or work space other than the faculty cafeteria shall be provided for Traveling Teachers.
- c. No unit member shall be involuntarily assigned as a Traveling Teacher two (2) consecutive years.
- d. Probationary unit members with no prior teaching experience and teachers with specialized classrooms and equipment that cannot be moved (such as culinary arts, lab science, etc.) and teachers providing instruction solely to English learners or solely to students with disabilities shall not be assigned as Traveling Teachers.

14.7 Duty-Free Lunch:

Each employee shall, except in emergencies or special situations requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes, as scheduled by the site administrator.

14.8 Preparation Period:

Each regular full-time classroom teacher shall be assigned one scheduled class period daily as preparation periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff members; during the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to provide such services during school related activities, during emergencies, or when replacement or auxiliary pay is received pursuant to this Agreement. In order to provide such preparation time, BCCHS shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties such as before and after school and nutrition supervision. Preparation periods scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time.

- Education Specialist may be excused from class with prior notice and approval of the Special Education administrator so that the unit member may complete IEP paperwork and case management duties during their co-teaching period (limit to 1 class per week). During such time, the unit member may request coverage which shall be considered on a case-by-case basis by BCCHS.
- Education Specialists shall have the option of receiving one additional paid day prior to the return date for teachers to engage in case management duties (i.e., update Passports, review schedules, etc.).
- At the request of an Education Specialist, a meeting shall be required with the teacher, department chair, and SPED administrator to discuss caseload issues as needed.

14.9 Work Year:

The regular work year for teachers at BCCHS shall be 187 work days, five (5) of which are non-instructional days (including three (3) pupil free days and two (2) professional development days, as described below) in addition to 22 paid holidays for a total of 209 paid days. In the absence of adequate State funding, BCCHS retains discretion to cancel the professional growth and professional development days. Of the instructional days, three (3) shall be minimum days where the workday for teachers ends six (6) minutes after the end of instruction. Additionally, in its discretion, BCCHS may offer up to two (2) non- mandatory professional development days, each to be compensated at the per diem rate and the placement on the calendar for such days to be determined by the Chief Executive Officer and the Chapter Chair.

14.9.1 Pupil Free Days:

The Site administrators shall make a reasonable effort to limit required meeting time on the three (3) pupil-free days (not professional development days) in order to provide time for class and room preparation. Such meetings are not to exceed three (3) hours each day total unless a majority of the involved faculty consents. Pupil free days shall be scheduled and/or designated as follows:

- a. The work day immediately preceding the first day of instruction for the school year shall be placed on the calendar as a pupil-free day. The following required training modules shall be completed by the end of this pupil-free day:
 - Mandated Reporter: Child Abuse and Neglect (California Specific)
 - CharterSAFE Boundaries: Student Sexual Abuse Prevention
 - Bloodborne Pathogens: Exposure Prevention: Complete (California Specific)
 - Youth Suicide: Awareness, Prevention and Prevention (Full Course)

If the above trainings are completed, the remainder of this pupil-free day is available to unit members for use as preparation time. BCCHS shall ensure such trainings are available electronically to be completed commencing August 1 unless it is impracticable to do so based on vendor control over the training availability. An additional training module, McKinney-Vento (students experiencing homelessness), must be completed by September 1. Other required trainings may be assigned by BCCHS throughout the school year consistent with past practice.

- b. The day immediately preceding the first day of instruction of the second (Spring) semester.
- c. The day immediately following the last day of instruction of the second (Spring) semester. On this day, unit members shall complete all tasks on the end of year checklist to be provided by the administration. Once completed, such checklist shall be submitted to Human Resources Department by the end of this pupil-free day.

14.9.2 Professional Development Days are organized at the discretion of BCCHS for the purpose of providing training in standards-based curriculum, instruction and assessment strategies, and delivery to specified BCCHS bargaining unit members.

14.10 School Calendar:

Each year, the Curriculum and Instruction Committee will develop and propose a draft school calendar. The draft calendar shall be circulated amongst faculty for input to the UTLA Chapter Chair. Thereafter, the Chapter Chair and Executive Officer shall meet with the Curriculum and Instruction Committee to discuss any material concerns. Subsequently, the calendar shall be submitted to the BCCHS Board for approval.

14.11 Special Provisions:

14.11.1 Nurses:

If a nurse's scheduled duty-free 30-minute lunch break is interrupted for emergencies or special situations (see Section 14.6 above) compensatory time shall be granted or the lunch period extended so that the situation is handled in an equitable manner.

14.11.2 Psychologists:

Assessment and testing of special education students for initial placement, change of placement, and three (3) year re-evaluation shall be the responsibility of the School Psychologist. BCCHS reserves the right to utilize outside services when the workload exceeds the capacity of the current unit member Psychologist.

14.11.3 Special Education:

- a. Resource Specialist/Education teachers shall not be assigned to teach or cover regular or Special Day Classes except in emergency situations of a non-recurring nature.
- b. Resource/Education Specialist teachers shall be assigned to only one (1) co-teaching arrangement when reasonably feasible, but no more than two (2) co-teaching arrangements per semester/school year.
- c. BCCHS shall, in accordance with applicable statutes, provide staff development training to regular-program teachers who teach Special Education students.
- d. Additional Special Education Non-Classroom Time: Resource/Education Specialist Teachers and Special Day Class Teachers have case management responsibility for each student's total instructional program throughout each school day.
- e. Caseload goals/targets for Education Specialists shall be implemented as follows:
 - Teachers who teach segregated Special Day content classes or co-teach with single subject general education teachers: 22
 - Teachers who provide push-in support but do not co-teach: 28

14.11.4 Medical Procedures:

No employee shall be requested or required to perform any medical procedure on a student (such as intermittent catheterization, injections, suctioning or drainage) except for a School Nurse or person otherwise trained and qualified.

14.11.5 Novice Teachers:

To assist with the retention of “novice teachers” (those in their first full school year of service in the career), to the extent practicable, novice teachers shall:

- a. Not be assigned adjunct duties (coordinatorships, coaching, auxiliary periods, activity assignments, etc.),
 - i. This subsection shall not apply to a teacher explicitly hired for a particular assignment (e.g. athletic coach, drama teacher, etc.) from being assigned to the duties commensurate with that assignment, and
 - ii. This subsection shall not be interpreted to prevent a novice teacher from volunteering for adjunct duties or activity assignments where the teacher and the administration believe the teacher is qualified and capable of performing,
- b. Be exempt from “traveling” assignments (i.e. teachers assigned to teach in more than once classroom per day), and
- c. Be limited to no more than two (2) preparations.

14.11.6 Academy Period Pilot Program:

Commencing the 2022-2023 school year, BCCHS shall implement an Academy Period Pilot Program (“Program”) that shall consist of a 45-60 minute “Academy Period” once every regular work week.

A Program Committee (“Committee”) shall be formed no later than January 14, 2022 for the purpose of creating the Program. The first Committee meeting shall be no later than January 21, 2022, where by the Committee shall adopt a meeting schedule for the rest of the year.

The Committee shall be comprised of two (2) members appointed by UTLA, two (2) members appointed by BCCHS, all Grade Level Leads & Coordinators, and one member appointed by the Curriculum and Instruction Committee. The Committee shall develop its own internal procedures, schedule, and goals subject to the guidance or limitations provided in this Article.

One Committee member appointed by UTLA and one Committee member

appointed by BCCHS shall serve as Committee Co-Chairs.

The Committee shall make decisions by consensus where possible, and then by a majority vote if or when consensus is not achievable. For the purposes of the Committee's work, a majority is defined as "50% of the Committee's membership, plus one (1) member of total Committee members."

The Committee is encouraged to survey and/or solicit input from unit members as appropriate, but it is understood by the parties that the Committee is generally responsible for, but not limited to, the following:

- Creating of Academy Period curricula
- Defining the purpose of Academy periods and creating the course outliner(s)
- Deciding the duration of the Academy Period
- Determining the day and time of the Academy Period
- Creation of tools and materials to be used during the Academy Period
- Rubric(s)

Such Committee meetings shall be held during regular work hours with substitute coverage, and there shall be no more than two (2) such meetings per month. The Committee shall provide a detailed presentation to the faculty concerning the Program prior to its commencement.

The Committee shall provide a detailed presentation concerning the Program on or before May 27, 2022.

Compensation for unit member participation in this Program shall be addressed in Article 18, Compensation and Salary Point Credit.

This Program shall continue through the school years 2022-2023 and 2023-2024, and shall sunset thereafter unless extended by the parties.

ARTICLE XV

EMPLOYMENT CLASSIFICATION

15.1 Probationary Employees:

15.1.1 The probationary period for certificated employees at BCCHS shall be two (2) years of consecutive and complete service. To begin probationary status at BCCHS, an employee must hold a preliminary credential or higher.

15.1.2 If a unit member does not complete a BCCHS approved induction program or hold a professional clear credential in the subject for which he/she was hired by the end of his/her second complete year of probationary service, he/she may be non-reelected at the end of that second complete year of probationary service, unless probation is extended as provided below.

15.1.3 The CEO/Principal reserves the right to offer a third year of probationary status (Probationary Three status) in lieu of non-reelection.

Additionally, a third or fourth year of probation may also be extended to a probationary employee to complete BTSA or induction requirements. For such an employee, effective immediately upon providing BCCHS with proof of completion of a BCCHS approved Induction Program and/or the holding of a professional clear credential, they shall be deemed permanent with all attendant rights in accordance with Section 15.2.

15.1.4 A complete year of probationary service is defined as active, full-time service for at least seventy-five percent (75%) of the instructional days in each year.

15.1.5 Except for those unit members who have failed to complete the requirements set forth in Section 15.1.2, above, notice of non-reelection from probationary employment with BCCHS, must be provided by the CEO/Principal no later than May 15 of the second consecutive and complete school year of probationary service. A probationary 1 employee subject to non-reelection shall be provided written notice thereof at least fourteen (14) calendar days prior to the unit member's last scheduled work day of the school year. For probationary 2, 3 or 4 employees, prior to March 15, such employees will be provided with a warning notice regarding the possibility of non-reelection. Probationary 2, 3 and 4 employees may be non-reelected without cause, if notice is given by May 15 of the school year in which non-reelection notice is given.

15.1.6 This Section does not apply to a unit member hired on a "temporary contract" of one (1) year or less to replace another unit member who is on an approved leave of absence pursuant to Article XIII. Such unit members do not have probationary status, unless subsequently hired as a probationary employee (see 15.4 below).

15.1.7 Employees who resign from employment at BCCHS and return thereafter to employment must recommence employment as a probationary employee or less.

15.2 Permanent Employees:

Following satisfactory service of two (2) consecutive and complete school years of service (or three (3) or four (4) years if probation is extended) and completion of BCCHS approved Induction Program and/or the holding of a professional clear credential, the employee shall be deemed permanent with all attendant rights.

15.3 University Interns:

For University Interns serving at BCCHS, such employees serve solely pursuant to an employment contract. Time served during the University Intern status shall not count toward probationary status and any and all rights associated with a University Intern shall be pursuant to the employment contract. Such contracts may be non-renewed without cause.

15.4 Full-Time Temporary Contracts:

15.4.1 BCCHS may hire and/or re-hire a full-time certificated employee on a temporary contract of one (1) year or less to replace another unit member who is on an approved leave of absence pursuant to Article XIII, or to fill a vacant position while BCCHS attempts to hire a probationary employee to fill the vacancy.

15.4.2 Except in the instance when a temporary employee is holding a vacant position while BCCHS is recruiting to fill the position with a probationary employee, the number of full-time temporary contracts shall not exceed the total number of full-time equivalents for unit members who are on approved leaves.

15.4.3 If an employee serves a complete school year on a full-time temporary contract, and is subsequently hired as a probationary employee the following year, then the immediately preceding year in which they worked under the full-time temporary contract shall count towards their probationary period.

15.5 Part-Time Temporary Contracts:

BCCHS may hire a certificated employee on a part-time temporary contract when the number of available sections within a department does not support hiring an additional full-time employee.

ARTICLE XVI

ASSIGNMENTS

16.1 Uniform Staffing Procedures – Initial Requests:

16.1.1 Creation and Posting of Matrix:

Approximately four weeks prior to the last work day teachers, the appropriate administrator, in collaboration with department chairs, shall prepare and post a matrix indicating the tentative number of classes for each subject. The parties acknowledge that the matrix is based on projections and therefore subject to change. The matrix shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible, but not later than June 1.

16.1.2 Requests:

Teachers with the specified credentials and required qualifications (“qualified”) may request assignment to specific class(es) within a department using a teacher preference form or other locally determined method. Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process.

16.1.3 Assignments:

Assignment to department and classes shall be made pursuant to the following procedure.

a. Departments:

The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests.

b. Classes:

Classes within a department shall be distributed by the principal (or designee) in consultation with the elected department chairs, in a fair and equitable manner, taking into account seniority, teacher preference, and educational program needs.

16.1.4 Changes in Assignment:

Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of three (3) days in paid status as preparation time for the assignment. In order to receive the equivalent of three (3) days of preparation time, the change of assignment must affect the majority of courses taught in the secondary assignment, and require a preparation for a course not in the previous assignment. In the case of a change of assignment that does not affect the majority of the courses taught, but does require a preparation for a course not in the previous assignment, the teacher, upon request, shall receive the equivalent of up to two (2) days of preparation time. The scheduling and configuration of such time may be in release time and/or additional paid time at the discretion of the affected teacher if the majority of courses taught (as preliminarily assigned) has been changed. The release time shall be mutually agreed upon between the teacher and the subject area administrator if a majority of courses preliminarily assigned has not been changed. The time must be utilized by the end of the third week of student instruction.

16.1.5 Dispute Resolution Procedure for Permanent Teachers:

In the case of a dispute as to the assignment of a permanent secondary teacher to classes (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the following:

- a. Should a teacher feel that the process described herein has not been applied properly, the affected teacher should communicate their concern to the CEO/Principal and Chapter Chair, within three (3) days of receipt of their assignment, to attempt to resolve the concern. The Chapter Chair and the CEO/Principal shall consult, but the CEO/Principal will make the final decision
- b. If the unit member is not satisfied with the CEO/Principal's final decision, the procedures set forth in this Section are subject to the Grievance procedure of this Agreement, the substance of the assignment decision is not;
- c. Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure.

16.2 Staffing Procedures After Initial Selection Through the Fifth Week of School:

The following procedures apply to staffing decisions which occur after the completion of

the initial spring selection process and before the end of the 5th week of school:

16.2.1 The CEO/Principal or designee and department chair working together shall reasonably determine who will fill the opening or vacancy.

16.2.2 In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs.

16.2.3 If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, transferee, substitute, or auxiliary assignment.

16.3 Staffing Procedures After the Fifth Week:

If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, substitute, or auxiliary assignments (secondary).

16.4 Staffing Procedures for Spring Semester:

Any opening or vacancy shall be filled pursuant to this Section 16.5 of this Article.

16.5 Department Chairpersons:

16.5.1 Department chairpersons shall, if the affected employees desire, be elected annually by the employees in the Department or grade level, excluding substitutes and contract pool teachers. Newly elected department chairpersons shall serve a term of two (2) years. Except in shortage fields as provided below, Chairpersons shall be required to have permanent status and shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. However, in the secondary shortage fields identified by the BCCHS (e.g., math and science) employees may be candidates for election if they hold contract status and have provided satisfactory service in the department for a minimum of the two previous years. The vote shall be weighted by the number of periods taught by each employee who works in the department in secondary schools. Elected chairpersons are subject to removal only for cause.

16.5.2 Department Chairs shall, as a minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the department's budget funds, establishment of the department's class offerings, assignments of department members to specific classes, and balancing department classes pursuant to the Class Size article of this Agreement.

16.6 Coordinators and Deans:

16.6.1 Determination of Whether There Shall Be Regularly Funded Coordinator or Dean Positions:

- a. Prior to this determination, the coordinator or dean job description and differential (if any) shall be posted at the school.
- b. With respect to regular program dean positions and coordinator positions, determination as to whether there shall be such a position shall be made by the CEO/Principal or designee after prior consultation with the Chapter Chair.
- c. With respect to regularly-funded coordinator positions, determination of whether there shall be such a position shall be made by a majority of the votes cast by bargaining unit members, at the school location, in an election limited to that purpose.

16.6.2 Job Description and Eligibility for Election of Regularly Funded Coordinators and Deans:

- a. Job descriptions for regularly funded (base grant) coordinator and dean positions shall be reasonably determined by the CEO/Principal.
- b. Notice of the available dean positions and job description shall be shared with the employees of the site.
- c. The site administrator shall request that any eligible candidate(s) for a position submit a statement of interest.
- d. To be an eligible candidate, a teacher must have permanent status, must have received “meets standard” performance ratings and, in the immediately preceding four years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act.

16.6.3 Required Elections of Regularly Funded Coordinators and Deans:

Elections for the positions of full time coordinator or dean shall be conducted in the late spring prior to the preparation of the matrix of classes pursuant to Section 16.6.4 below. Elections are required for coordinator and dean positions in the following circumstances:

- a. The position must be paid on the Preparation Salary Table;
- b. The position must be full-time or the assignment is for three (3) out of four (4) daily periods. (As an exception, if a position was, during the previous year, funded full time by a single funding source and has now been converted to two or more positions, the resulting part- time coordinators shall also follow the selection process in 16.6.4);
- c. The position does not involve carrying a rollbook; and

- d. The assigned duties of the position do not include providing direct instruction or supplanting the role of academic counselor to pupils on a daily basis.
- e. Elections are not applicable to supplemental coordinators such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments.

16.6.4 Election Procedure for Regularly Funded (Base Grant) Coordinators and Deans:

- a. In the Spring prior to the preparation of the matrix, bargaining unit members at the school location shall annually elect deans and coordinators from among the qualified candidates who submitted statements of interest.
- b. Each vote shall be proportionate to the number of hours/days the voter is assigned to the school location. Election to a dean position requires a majority of the votes cast.
- c. These elections are to be supervised jointly by the site administrator and chapter chair.
- d. The coordinator or dean who is selected will serve for up to two (2) years except that the initial term shall be limited to one year.

16.6.5 Restricted Funding Coordinator Selection Procedure:

- a. This section applies to Coordinator positions funded by federal or state special funds (e.g. bilingual, special education, Title I) or accountability (e.g. Testing Coordinator). Restricted funding Coordinators will support established instructional expectations in order to reach identified student achievement goals as has been adopted by the Board.
- b. Human Resources shall inform current staff of available restricted funding Coordinator positions including job description(s), minimum qualifications, and application requirements through e-mail.
- c. Interviews of eligible candidates will be conducted by up to two (2) designees of the CEO and two (2) UTLA representatives. The CEO shall have the final decision on the candidate who fills the position.

16.6.6 Filling Vacancies After the Fifth Week:

If a vacancy occurs in a dean or coordinator position after the end of the fifth week of the semester, the site administrator shall make an interim appointment to fill the vacancy until the end of the semester. Prior to the next semester, the procedures as described above shall be utilized to fill the position for the next

semester. If the vacancy is filled by an interim appointment from the current staff, the interim appointee's former position shall be filled by a substitute or employee on temporary assignment.

16.7 Instructional Coaches:

16.7.1 Instructional Coach positions provide opportunities to selected highly qualified teachers for professional advancement, growth and leadership while remaining in and working with the teaching profession. The goal of Instructional Coaches is to support the pedagogical development of teachers and the academic performance of students by modeling, coaching and inspiring excellence of those teachers being coached. Instructional Coach positions are funded by supplemental or concentration grant, federal or state categorical program funds. Instructional Coaches are responsible for supporting established instructional expectations for teachers in order to reach identified student achievement goals as has been adopted by the Board. The selection of Instructional Coaches shall occur in the Spring, prior to the preparation of the matrix.

16.7.2 Instructional Coaches are not to participate in the evaluation of teachers. In order to encourage a supportive professional relationship between teachers and Instructional Coaches, conversations between the teacher and the Instructional Coach regarding the teacher's performance are to be treated as confidential and privileged to the extent provided by law. This shall not be construed to interfere with or alter legal processes such as subpoenas to testify and/or produce documentary evidence.

16.7.3 Instructional Coach Selection Procedure:

- a. The Chief Executive Officer shall reasonably determine the Instructional Coach job description. To be an eligible candidate, a teacher must have permanent status, must have received "meets standard" performance ratings and, in the immediately preceding four (4) years must not have received any Notices of Unsatisfactory Service and no more than one (1) Notice of Unsatisfactory Act. Other eligibility requirements may be reasonably determined by the CEO.
- b. Human Resources shall inform current staff of available Instructional Coach positions including job description, minimum qualification, and application requirements through e-mail.
- c. Interviews of eligible candidates will be conducted by as many as two (2) designees of the Chief Executive Officer and two (2) UTLA representatives. The UTLA representatives may give input but the final decision on which eligible candidate(s) will be chosen for the election process, as described below, remains with the Chief Executive Officer.

- d. If the CEO selects one (1) qualified candidate to fill the position, bargaining unit members shall determine, by secret ballot vote of a majority of those voting, either to confirm or not confirm the candidate selected by the CEO. If this candidate receives a majority of the votes cast (50% + 1), the candidate is confirmed. If the candidate does not receive enough votes to be confirmed, the position must be declared vacant.
- e. If the CEO determines that there are two (2) equally qualified candidates for one position, bargaining unit members shall determine, by secret ballot vote of a majority of those voting, which of the two (2) candidates will fill the position.
- f. Elections shall be jointly supervised and conducted by the site administrator and the chapter chair. Each employee's vote shall be proportionate to the number of hours/days the voter is assigned to the school site. Elections are to be limited to the employees in the program that the position is to serve.
- g. If an Instructional Coach position cannot be filled through the process described in a-f above, BCCHS may advertise the position and accept outside applications. Two (2) UTLA representatives will be included in the interview(s) of eligible candidates but the final decision on which candidate(s) will fill the position remains with the CEO. There will be no confirmation or voting process.
- h. All instructional Coaches selected will serve for up to two (2) years except that the initial term shall be limited to one year.

16.8 Secondary Counselor Reassignment to Teaching Position:

Counselors who are reassigned [to a classroom teaching position] shall receive written reason for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.

16.9 Class Preparations:

Unit members shall have no more than three (3) class preparations per semester. Advanced Placement and English Learner (EL) classes shall be considered separate preparations. Except in those cases when the unit member requests an assignment which includes more than the above stated limit on preparations, unit members assigned additional preparation over the above stated limit of three (3), shall receive a stipend in the amount of \$500 per semester.

The administration shall work with Department Chairs to seek volunteers within the Department when program needs require one (1) or more unit members to have more than three (3) preparations. If there are more volunteers than needed to fulfill the need, the additional preparation(s) shall be assigned by seniority order. If there are no

volunteers the additional preparation shall be assigned by seniority order of the permanent teachers within the department by rotation.

16.10 Auxiliary Teachers:

16.10.1 An auxiliary teacher is a secondary teacher assigned to teach one additional regular class period every other day. They shall be paid at the hourly rate derived from their regular scheduled tenths pay period rate. Auxiliary teachers shall be paid only for the time actually served. Assignment as an auxiliary teacher may be terminated at any time.

Assignment of auxiliaries shall be made in the following order;

1. Qualified volunteers shall be solicited from the department in need and assigned in seniority order by rotation.
2. Qualified volunteers with the appropriate credentialing shall be solicited from other departments and assigned in seniority order by rotation.
3. Administration will look at all alternatives prior to involuntary assignment.
4. Involuntary assignment by inverse seniority order of the permanent teachers within the department in need by rotation.
5. For auxiliary assignments that are not assigned to or associated with a specific Department, qualified volunteers shall be solicited from the entire bargaining unit and assigned in seniority order by rotation after special skills and training have been considered. If a volunteer is denied the assignment due to lack of special skills and training, BCCHS shall inform the unit member of the special skills and training that are required. Upon the unit member's request, BCCHS shall provide them with the training in order to be eligible for future opportunities.

16.10.2 No unit member shall be involuntarily assigned an auxiliary period two (2) consecutive years.

16.10.3 Probationary unit members with less than two (2) years' experience in the teaching profession shall not be assigned auxiliary periods.

16.10.4 No unit member shall be involuntarily assigned two (2) or more auxiliary classes.

16.10.5 If there are six (6) or more auxiliaries in one department twenty (20) working

days after the beginning of each school semester, BCCHS shall create, post and fill a new position within thirty (30) calendar days.

16.11 Co-Teaching Arrangements (Special Education)

Co-teaching may occur at the discretion of the BCCHS administration, and if so, will be according to the following:

- 16.11.1 For the purposes of this section, co-teaching is defined as the pairing of a general education teacher with an Education Specialist with the joint responsibility of providing instruction (including planning and grading) to a shared class(es) of students.
- 16.11.2 An Education Specialist shall be assigned to a co-teaching arrangement with one (1) general education teacher at a time. If that assignment is not reasonably feasible (accordingly to the CEO/Principal), the education specialist may be assigned to co-teaching arrangements with up to two (2) general education teachers at a time.
- 16.11.3 When determining co-teaching assignments during the matrix process, BCCHS shall consider teacher preference. Further, BCCHS shall make reasonable efforts to allow co-teaching pairs to continue their co-teaching arrangement the following school year/semester. BCCHS will reasonably consider any requests to sever or alter a co-teaching arrangement at the end of the semester or school year. It is the responsibility of the co-teaching pair to inform the appropriate administrator of their preferences.
- 16.11.4 Two unit members in a co-teaching arrangement shall be assigned the same preparation period if at all possible.

[Note: moved to Article 14]

ARTICLE XVII

CLASS SIZE

17.1 General Provisions:

The following general provisions and definitions apply to this Article:

17.1.1 In interpreting and applying the class size restrictions of this Article, only “active” enrollment shall be considered.

17.1.2 Where additional teaching positions are required by this Article, teachers will be assigned as soon as possible. If a delay is anticipated in obtaining a regularly assigned teacher, the position shall be filled on a temporary basis.

17.1.3 Definitions:

As used in this Article:

- a. “Teacher” or “position” refers to a full time equivalent (FTE) classroom teacher or position.
- b. “Academic classes” are those in the following departments: English, Math, ELD, Science, Social Science, and Language Other than English.
- c. “Non-Academic classes” exclude Academic classes (As defined above), Physical Education, and the following “Activity classes: Band, Drill Team, Dance, Drama, Choir, and Cheer.
- d. “Norm Date” refers to the first Wednesday in October (Fall Semester) or the first Wednesday in March (Spring Semester).

17.2 Adjustments:

17.2.1 For purposes of compliance with this Article, teacher and class assignments are to be adjusted as of “norm date.” Prior to that date, class sizes may vary subject to adjustment on norm date.

17.2.2 Subsequent to norm date, increases in enrollment will be absorbed by existing staff until the following semester or term.

17.2.3 Teachers provided by the requirements of this Article may be assigned to non-register carrying positions to perform teaching functions such as individual or small group instruction or “team teaching,” and also be counted in computing average class sizes for norming purposes, in the following circumstances:

- a. From the start of a semester or term and through norm date:

Where space is available for classroom use, priority shall be given to register-carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non register-carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.

- b. After norm date:

Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non register-carrying classroom teaching functions in classes or departments exceeding the expected class size.

17.2.4 The class size restrictions of this Article are intended to establish minimum standards, and not to preclude or affect any existing or future improvements in these standards which result in lower class sizes or the utilization of “off-norm” or special program positions.

17.2.5 It is recognized that the class size restrictions of this Article may not be achieved due to circumstances such as state funding limitations, teacher shortages, changes in the student integration or other programs, or statutory changes.

17.3 Class Sizes:

17.3.1 Class Size Averages:

- a. Academic classes, grades 9-10: departmental average of 35.5 students.
- b. Non-academic classes, grades 9-10: average of 39.25 students.
- c. Academic and non-academic classes, grades 11-12: average of 39.25 students.

17.3.2 Contractual Class Size “Flexible Caps”:

Flexible Caps in academic classes represent targets/goals per class not to exceed forty-one (41) students.

17.4 Problem Solving Process:

If on norm date a class exceeds the established class size target and continues to exceed that target for a period of twenty (20) days, upon request of the affected teacher, a review of the circumstances causing the “excess” shall take place. A meeting shall then be held with the affected teacher, the administrator, department chairs/SLC lead teacher, and chapter chair to discuss results of the review. These parties will also explore options for

meeting the needs of students without depriving access to a full range of course offerings and in a manner which does not disrupt the instructional program. Upon request of the affected teacher, BCCHS will provide a written explanation for the class size and the efforts made to balance classes in order to meet targets.

ARTICLE XVIII

COMPENSATION AND SALARY POINT CREDIT

18.1 Compensation:

18.1.1 The BCCHS-UTLA salary schedules are set forth in **Appendix A**. For newly hired employees, initial placement on the salary schedule shall be based on verifiable, credited years of experience and semester units as set forth in section 18.2 below.

To settle and close negotiations for 2020-2021, unit members shall receive a two (2%) one-time off schedule salary payment in the amount of \$4,000.00 per unit member. This payment is approximately equivalent to a five percent (5%) increase measured by the average base certificated salary. This payment shall be made to each unit member on December 29, 2021, assuming prior ratification of this Agreement.

To settle and close negotiations for 2021-2022, effective July 1, 2021, unit member base salaries shall be increased by three percent (3%). Retroactive checks shall be issued between March 1 and March 15, 2022. Effective March 31, 2022 and thereafter payroll will reflect this new salary schedule.

To settle and close negotiations for 2022-2023, effective July 1, 2022, unit member base salaries shall be increased by two percent (2%).

18.1.2 Effective July 1, 2021, the Master's Degree & Doctoral Degree stipends shall be modified as follows:

- Master's Stipend: \$1250/year
- Doctoral Stipend: \$3000/year

18.1.3 The Differential and Stipend Schedule is set forth in **Appendix B**.

18.1.4 Academy Period Pilot Program: Participating unit members shall be paid consistent with the process for providing differential and stipend pay at the rate of \$1,000 per semester per unit member for 2022-2023, and 2023-2024.

18.2 Salary Schedule Advancement:

18.2.1 BCCHS will pursue creating salary point course opportunities at no charge to BCCHS faculty. Salary schedule advancement is based on semester units (or the quarter unit equivalent of semester units) for undergraduate or graduate level courses, taken at accredited colleges or universities, which are directly related to subjects commonly taught at BCCHS or as part of a broader education program such as BTSA, first aid, CPR, etc.).

- 18.2.2 Classes taken at a community college must be UC/CSU transferable.
- 18.2.3 LAUSD-Approved Salary Point Credit courses and distance learning programs shall be allowed.
- 18.2.4 The employee must provide official transcripts to Human Resources showing a grade of at least “C,” “Pass,” or better, or an official certificate of successful completion of pre-approved training pursuant to Section 18.2.3.
- 18.2.5 Salary point credit for repeat coursework shall not be allowed unless five (5) years have passed since the course was originally taken.
- 18.2.6 Credit will not be given where the course was taken during paid time or where BCCHS paid the tuition and/or costs.
- 18.2.7 Credit will not be given for coursework completed prior to the earning of a Bachelor’s degree, nor for professional development projects, travel, or work experience.
- 18.2.8 Salary advancement on the salary schedule will be adjusted four (4) times annually, as follows: Salary credits properly submitted and received by June 15 will be effective for the pay period beginning on July 1, those submitted and received by September 15 will be effective for the pay period beginning October 1, those submitted and received by December 15 will be effective for the pay period beginning January 1, and those submitted and received by March 15 will be effective for the pay period beginning April 1.

18.3 Initial Rating-In:

Credit for prior years’ experience for placement on the salary schedule for unit members new to BCCHS shall be granted as follows:

18.3.1 Allocation to Preparation Salary “T” Table:

Unit members serving under regular credentials who are assigned to positions on the Preparation Salary “T” Table shall be allocated to the table as follows:

- a. Certificated experience under contract at a U.S. public accredited K-12 school: a maximum of ten (10) years is creditable.
- b. Certificated experience under contract at a U.S. private accredited K-12 school: a maximum five (5) years is creditable.
- c. Other teaching experience, including but not limited to Peace Corps, is creditable in the discretion of BCCHS up to a maximum of two (2) years.

- d. Teaching year is defined as working at least 75% of the instructional year from July to June.
- e. Initial column placement shall be determined using the above criteria from the following table:

Years of Experience	Step
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9 or more	10 maximum

18.3.2 Allocation to Preparation Salary “L” Table:

Unit members serving under alternative credentials (including but not limited to interns) shall be allocated to the Preparation Salary “L” Table as follows:

Initial column placement shall be determined using the criterial in Section 18.3.1 from the following table:

<u>Years of Experience</u>	<u>Step</u>
0	1
1	1
2	2

Advancement from the “L” to the “T” table will be made in accordance with the timelines of Section 18.2.8.

18.4 National Board Certification (NBC) Differential:

Unit members who work directly with students on a daily basis in a classroom setting who obtain National Board Certification (NBC) from the National Board for Professional Teaching Standards (NBPTS) are entitled to additional compensation, which shall be implemented in the following manner:

- 14.8.1 Each qualified employee in permanent or probationary status shall receive compensation at their daily rate in the form of a differential of seven and one-half (7 ½ %) percent per year, payable as part of their regular paycheck, and, upon

completion of the required 92 additional hours of activities pre-approved by BCCHS, shall also receive compensation at their daily rate equal to seven and one-half (7 ½ %) percent, payable in the form of a stipend, for a total of fifteen (15%) percent increase in compensation above their base rate. Teachers must keep track of their hours on the form provided by BCCHS and turn it in to their supervising administrator upon completion of each pre-approved activity. Teachers must work in the classroom for a minimum of five (5) out of eight (8) periods to earn 100% of the 15% increase in compensation.

14.8.2 Teachers on Half-Time, Reduced Workload Leave or working for a minimum of 50% of the day as a classroom teacher (or four (4) out of eight (8) periods) will receive 50% of the 15% -- or 50% of the 7 1/2% for holding the certification and 50% of the 7 1/2 % for completing 46 required additional hours of work.

14.8.3 Such qualified employees will continue to receive the additional compensation as long as they hold a valid certificate and satisfactorily fulfill their assigned duties.

14.8.4 BCCHS and UTLA agree to meet and negotiate regarding any position for which the NBPTS creates an NBC after the expiration of this agreement. Implementation issues, such as professional duties, shall be determined by a committee composed of an equal number of representatives appointed by UTLA and BCCHS. One additional committee member may be appointed by mutual agreement of the committee.

18.5. Payroll Errors:

18.5.1 Salary Overpayments:

For cases in which the amount and circumstances are such that it is probable that the employee was unaware of a salary overpayment, the normal limit on repayment deductions will be \$200 per pay period or twelve (12) equal installments whichever is greater. However, in such cases the repayment may be accelerated upon termination of paid status. Where the amount and circumstances are such that the employee knew or should have known that there was an overpayment, the recovery payment **may** be as much as the entire amount. In such cases, however, BCCHS will notify the employee and work out a suitable recovery payment schedule which may be as much as the entire amount within one pay period. Recovery of temporary disability overpayments is handled separately from the above repayment provisions.

18.5.2 Salary Underpayments and Correction:

If BCCHS fails to issue a scheduled regular pay warrant, or makes an error due to problems involving assignment, time reporting, payroll processing or the like, the error will be corrected within three (3) business days.

18.5.3 Limitations Upon Recovery:

Any payroll or other salary errors claimed by an employee against BCCHS in a timely manner as provided in the grievance procedure of this Agreement, shall be corrected retroactively up to a maximum of three years from the date of claim. In the event of an error in favor of an employee, BCCHS shall be limited in its retroactive recovery against the employee to a three-year period dating from the discovery of the error.

18.6 Auxiliary Teachers:

An auxiliary teacher is a secondary school teacher assigned to teach one additional regular class period each day. They shall be assigned on the appropriate basis and shall be paid at the hourly rate derived from their regular scheduled hourly per diem rate. Auxiliary teachers shall be paid only for time actually served. Each auxiliary teacher will be assigned a preparation period of forty-five (45) minutes daily before or after the regular instructional day (Periods 1-8). Assignment as an auxiliary teacher may be terminated at any time.

18.7 Replacement Teachers:

Replacement service is service rendered by a teacher in place of another teacher who is reported as absent on the payroll records, except as provided below. Such service is to be authorized only when there is no qualified substitute assigned to cover the class. All teachers who possess the appropriate certification are authorized to render replacement service under the conditions described in this Section and shall be paid additional salary for such service at the rate of their regular scheduled hourly per diem rate. Such pay shall be paid monthly, as worked. Service in place of a teacher who is absent for attendance at a conference or convention shall not qualify for additional salary unless a substitute is authorized by BCCHS. Replacement service shall be in accordance with the following provisions:

18.7.1 A teacher shall receive his/her hourly per diem rate for the amount of time for which the absent teacher would be paid (generally ninety (90) minutes) if coverage is for the full period. The total number of hours in all hourly rate replacement assignments for any one employee shall not exceed twelve (12) per pay period. However, such limits on replacement service may be exceeded when, in the judgment of the principal, special needs of the school so indicate;

18.7.2 Replacement service for less than a full period will be compensated for the time served, but replacement service representing less than .25 of a full hour (fifteen (15) minutes) of compensation will not be reported – unless the replacement service is provided at the very beginning of the instructional day, in which case compensation will be reported to the nearest 0.1 of a full hour (six (6) minutes). Whenever replacement service is rendered in place of another teacher whose absence is being reported as illness or personal necessity under Article XIII, the

teacher receiving replacement service will receive compensation for the same amount of time for which the absent teacher is receiving compensation pursuant to the paid leave of absence.

ARTICLE XIX

HEALTH AND WELFARE

19.1 Benefit Plans:

BCCHS shall make available to full-time unit members (.75 FTE) health and welfare benefits in accordance with the applicable plan(s) as set forth in **Appendix C**. The parties recognize that plan providers (i.e., insurance companies) are free to change the names of the plan as well as plan benefits/coverages; in such event, subject to negotiations, BCCHS will make the closest available plan available.

19.2 Eligibility for Plans:

Eligibility and duration of health and welfare benefits shall be in accordance with the applicable Employee Welfare Benefit Trust.

19.3 Employer and Employee Premium Contributions:

Consistent with a unit member's duration of employment, BCCHS shall make the following benefit plans available:

19.3.1 HMO Plans:

BCCHS shall contribute 100% of the premium cost for the following plans:

- Kaiser – High
- Anthem Blue Cross Select HMO – High

PPO Plans:

a. Current Employees:

BCCHS shall contribute 100% of the premium of the lower cost PPO below, with the employee responsible for the difference if the higher cost PPO is selected:

- Anthem Low PPO
- Anthem High PPO

b. New Employees:

Employer contribution for new employees beginning employment on or after July 1, 2017, shall be limited to the highest cost HMO, with the employee responsible for the difference if a PPO is selected. After completing four (4) years of consecutive service, the employer

contribution for these employees shall be the same as currently set forth in subparagraph a, above.

19.3.2 Dental and Vision:

BCCHS shall contribute 100% of the premium cost of the following plans:

- Delta HMO or PPO 1000 (if a more expensive plan is offered, unit members shall be responsible for any costs exceeding the employer contribution).
- VSP Vision

19.4 Opt-out:

Upon acceptable certification and proof of adequate group coverage pursuant to the Affordable Care Act or other legal requirements, a unit member may opt out of Medical Benefits and receive \$3,500 per year (\$291.67 per month).

19.5 Annual Open Enrollment:

At least once annually, prior to the open enrollment period, BCCHS will provide written information to unit members and answer questions regarding plan options, costs and benefits. Depending upon whether employees are present when new benefit information becomes available prior to an open enrollment period, BCCHS shall also schedule a staff-wide presentation to explain benefit plans and related information.

19.6 Basic Life Insurance:

BCCHS shall continue to provide a Basic Life and Accidental Death and Dismemberment insurance (\$50,000 coverage) at no cost to full time unit members.

19.7 Retirement Benefit Plan:

19.7.1 Overview:

In 2013, the Parties agreed to a BCCHS retirement benefit plan in lieu of a retiree health plan, which was not economically viable or sustainable for BCCHS.

19.7.2 Retirement Savings Accounts:

BCCHS shall establish individual Retirement Savings Accounts (such as 403(B) or 401(K) or equivalent) for all unit members.

19.7.3 Reserve Account:

BCCHS shall establish a BCCHS Reserve Account for any BCCHS contributions

made on behalf of all full-time probationary and permanent unit members who have provided less than five (5) consecutive years of full-time service to BCCHS. Such funds shall be held in trust until the employee is vested as described herein. Following completion of five (5) years of such service to BCCHS, the contributions set aside on behalf of the employee in the Reserve shall then be transferred from the BCCHS Reserve Account to the employee's individual Retirement Savings Account, as provided in Section 19.7.5.

19.7.4 Retirement Benefit Plan Contributions:

Effective July 1, 2021, BCCHS shall contribute \$175 per month into the reserve account [to be held in trust until the employee is vested as described herein] or directly into an individual retirement account for all eligible unit members so long as they continue in active service regardless of their hire date. This shall be the contribution amount for the BCCHS retirement benefits plan until and unless negotiated otherwise.

19.7.5 Eligibility and Vesting:

Following completion of five (5) years of such service to BCCHS, the contributions set aside in reserve shall then be transferred from the BCCHS reserve account to the employee's individual Retirement Savings Account. Once transferred to the individual account, the employee will be fully vested in the contributions and any further contributions thereafter shall be made by BCCHS directly into the individual account for each vested employee. Unit members who cease employment prior to vesting will have no legal right to any contributions set aside in the reserve account. For those unit members meeting eligibility requirements and five (5) years of service, any BCCHS contributions shall be made directly into the unit members' individual Retirement Savings Accounts.

19.7.6 403(b) Plan Contributions:

The Human Resources Committee shall develop criteria to assess retirement savings account options and to determine when such actions shall be phased in or phased out. BCCHS may offer up to ten (10) Retirement Savings Account options, and may change or add such options as necessary from time to time as determined by BCCHS following receipt of recommendations by the Human Resources Committee. Participation in a designated plan or alternative vehicle must comply with the plan's terms and conditions, and will be subject to any specific vesting requirements. Contributions will commence on or before July 31, 2014.

19.7.7 Re-Opener Negotiations: In Event of a Financial Crisis/Emergency:

In the event BCCHS suffers a financial crisis/emergency as determined by the BCCHS Board, the Chapter Chair will be notified in a timely manner and the

parties will meet immediately to potentially renegotiate retirement contributions.

19.7.8 Termination of Obligations Upon Termination of BCCHS Charter:

If BCCHS ceases to exist as an independent charter school, all obligations of BCCHS to provide any continuing retirement plan payments under this MOU will terminate.

ARTICLE XX

SAFETY

20.1 General Principles:

20.1.1 School Emergency Plans:

BCCHS shall develop (and annually review) a School Emergency Operations Contingency Plan and current Safe School Plan for distribution to each employee. These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, and emergency closings. These plans shall also include procedures for the release of employees from the site. When preparing these plans, BCCHS shall take into consideration health and safety for persons with disabilities. Within the first three (3) months of each school year, the plans referenced above shall be reviewed and whatever training is required by the plans shall take place.

20.1.2 Safe Working Environment:

It is BCCHS's commitment to provide safe working conditions for employees within the operational and financial limitation that may exist within BCCHS. BCCHS shall make every reasonable effort to provide school facilities that are clean, safe, and maintained in good repair and to otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.

20.1.3 Compliance with Applicable Requirements:

BCCHS shall conform to and comply with all other health, safety, and sanitation requirements (that apply to charter schools) imposed by local, state or federal law or regulations adopted pursuant thereto including the California Occupational Safety and Health Act (CAL-OSHA), as amended (California Labor Code Section 6300, et. seq.) regulations relating thereto (California Administrative Code, Title 8, Sections 330, et. seq.). Recitation of these and related laws herein is for reference only and not for purposes of incorporation into the Agreement.

20.1.4 Unsafe Conditions:

Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety as determined by BCCHS, and/or the appropriate state agency.

20.2 Written Report on Unsafe Conditions:

Employees shall immediately notify site administration and site administration shall immediately notify employees of any unsafe or hazardous conditions at the site. Such notification shall be in writing. Upon notification, BCCHS shall take immediate steps to investigate and correct an unsafe or hazardous condition. In an emergency situation, employees may take reasonable preliminary action to protect students, other employees and themselves.

20.3 Immediate Report of Assault:

Unit members shall immediately report cases of assault suffered by them in connection with their employment to the Principal or designee who shall immediately report the incident to the police. The Principal shall release the employee from duty when he/she is required to make a statement to the police or appear in court in connection with the incident.

20.4 Personal Safety:

20.4.1 Infectious or Contagious Diseases:

Unit members shall report any suspected infections or contagious disease that the unit member believes endangers their safety. Students suspected of having a contagious disease shall be sent to the nurse's office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Principal deemed necessary to protect the safety of the employee and students.

20.4.2 Dangerous Student Action:

Unit members who believe their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the Principal or designee. Prior to returning the student to that teacher's class, the Principal or designee shall communicate with the teacher what action has been taken regarding the student and/or the rationale for returning the student to class.

20.4.3 Reasonable Physical Control:

In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person.

20.4.4 Packing and Moving Assistance:

BCCHS shall provide reasonable packing and moving assistance to any employee who is required by OEHS to vacate his/her classroom or worksite.

20.5 No Reprisals:

No employee shall be discriminated or retaliated against as a result of reporting alleged unsafe or hazardous conditions. Allegations of such discrimination/retaliation may be processed according to the Grievance Article herein.

20.6 Renovation, Modernization and New Schools:

20.6.1 Community Outreach:

BCCHS will notify UTLA of community outreach meetings at which potential sites for new schools are to be discussed.

20.6.2 UTLA Liaison:

UTLA may, in its discretion, appoint one or more UTLA employees to act as liaisons to BCCHS regarding the construction of new schools and remodels of or renovations/new additions to existing schools.

20.7 Special Grievance Procedures:

If, after giving notice to the site administration, the employee believes that an unsafe or hazardous condition persists, the employee may file a grievance (see the Level One time limits of Article VI). Within two (2) days of receiving the grievance, the immediate or applicable administrator shall meet with the grievant in an attempt to resolve the matter, and by the end of the next day the administrator shall issue a written response to the grievant. If the response does not resolve the matter, the grievant may within three (3) days file a written appeal with the Executive Director or designee and UTLA Area Chair. Within three (3) days after receipt of the appeal the Executive Director (or designee) shall hold an appeal meeting to discuss the matter and shall announce a decision by the following day. The announcement shall be in person or by telephone, with an immediate confirming letter sent to the employee and representative, if any. Within two (2) days after the Executive Director's appeal decision is announced, UTLA must, if it wishes to arbitrate the matter, notify BCCHS of its intention. UTLA and BCCHS shall then select an arbitrator and calendar the dispute for immediate arbitration pursuant to Article VI, Sections 10.0 [Section 6.10] et. seq. In view of BCCHS's limited available funds and the need of BCCHS to prioritize maintenance and capital improvement projects, it is agreed that the sole issue for arbitration shall be the determination as to whether an unsafe or hazardous condition exists, or whether an employee(s) has/have been required to perform tasks that endanger his/her/their health and safety. The arbitrator shall be authorized to include a remedy in his/her award if in his/her opinion the unsafe etc. condition can be corrected at a cost not to exceed \$25,000 for each case, controversy or issue. If the arbitrator determines that correction would exceed \$25,000, he/she shall not include any remedy in the award which shall be forwarded to the Board of Directors for review.

20.8 Emergency Closure:

If a school is evacuated during the school day, employees shall suffer no loss of pay or accumulated leave for that day.

ARTICLE XXI

STUDENT DISCIPLINE, PROPERTY LOSS AND LEGAL SUPPORT

21.1 Codes of Student Conduct:

It is the intention of the parties that teachers and administrators work in a mutually supportive manner to maintain proper student discipline.

21.1.1 In order to improve consistency and accountability in student discipline, BCCHS shall develop and issue (and may revise from time to time) a Code of Student Conduct. UTLA shall be one of the principal participating stakeholders in that process, and BCCHS will be responsible for posting, distributing these rules as well as updates;

21.1.2 A teacher shall also have the right to issue and enforce reasonable rules of classroom conduct applicable to students in the teacher's classes, supplemental to and consistent with the BCCHS Code of Student Conduct.

21.2 Explanation for Student Transfers:

Before a student is transferred by the school from a teacher's class for disciplinary reasons or due to a parental request, the site administrator or designee shall give to the teacher an explanation for the transfer. The teacher may attach a written reply for the record.

21.3 Student Suspensions:

21.3.1 In addition to the normal disciplinary measures such as counseling, parent conferences, and office referrals, the teacher may suspend a student from the teacher's class for that day and the following day for any of the causes set forth below. Nevertheless, suspension (whether from school or from class) is not to be the sole, or even typical, remedy for such offenses but should be reserved for only for the most serious offenses or after other remedial measures have been attempted without success. Furthermore, in criminal or other severe situations where the student should not be released from direct supervision, teachers shall contact the site administrator for assistance before taking action. Subject to the foregoing, the offenses which may warrant a teacher-imposed suspension are as follows:

- a. Disruptive behavior or willful defiance of valid authority;
- b. Obscenity, habitual vulgarity, profanity or hate language (e.g., slurs based on race, ethnicity, sexual orientation, gender, religion, etc.);
- c. Causing, attempting or threatening violence or physical injury;

- d. Theft or damage to school property or personal property;
- e. Extortion or robbery;
- f. Possessing, using, offering for sale, furnishing or being under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind;
- g. Possessing, using, offering for sale or furnishing any drug paraphernalia;
- h. Offering for sale or furnishing any substitute substance represented as a controlled substance, alcoholic beverage or intoxicant;
- i. Possessing, using, offering for sale, or furnishing any firearm, or imitation firearm, explosive, knife or other dangerous object;
- j. Falsely reporting a fire or bomb;
- k. Possessing, or using tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products;
- l. Knowingly receiving stolen school property or private property;
- m. Committing or attempting to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a or 289 of the Penal Code or committing a sexual battery as defined in Section 243.4 of the Penal Code; or
- n. Harassing, threatening, or intimidating a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

21.3.2 Teachers who choose to impose suspensions from their class shall immediately report same to the Dean and send the student to the office. As soon as possible, the teacher shall ask the parent or guardian of the student to meet with the teacher. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the Dean for consideration of a suspension from school or an expulsion.

21.3.3 Prior to or upon the student's return to the classroom, BCCHS will provide the

unit member with written confirmation of the suspension, including any corrective action taken.

21.4 Student Expulsion:

BCCHS will follow the requirements and procedures set forth in its Charter Petition with respect to matters of student expulsion.

21.5 Notification to Teacher Regarding Past Misconduct by Student:

When BCCHS has knowledge, based upon records BCCHS maintains in its ordinary course of business or from a law enforcement agency, of misconduct on the part of a student, occurring within the previous three (3) years, and which would have constituted grounds for suspension, it shall make a good faith effort to inform every teacher to whom that student is regularly assigned. Any such information shall be received by the teacher in confidence for the limited purpose of alerting the teacher, and shall not be further disseminated by the teacher.

21.6 Loss, Destruction, Damage, Theft and Vandalism:

Employees shall be reimbursed for lost, damaged, destroyed, stolen or vandalized personal property as provided below. The maximum limit for reimbursement shall be \$1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall BCCHS reimbursement exceed \$1000, except that BCCHS may, upon application and in its sole discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.

21.6.1 BCCHS shall pay the cost of replacing or repairing:

- a. An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches or clothing) damaged or stolen in the course of duty without fault of the employee; or
- b. The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used at BCCHS, when approval for such use was given by the site administrator before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or
- c. The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other BCCHS premises, or the site of authorized BCCHS activities; or

- d. The damage to an employee's automobile caused by students being transported by the employee on authorized school business.
- 21.6.2 Items damaged beyond repair or stolen shall be reimbursed at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.
- 21.6.3 No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.
- 21.6.4 Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two estimates of the repair costs shall be provided.
- 21.6.5 A request for reimbursement, co-signed by the immediate administrator, shall be filed by the employee with the Executive Director or designee within 60 calendar days of the loss.
- 21.6.6 In the event the employee receives payment from BCCHS pursuant to this section, BCCHS shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.
- 21.6.7 If the Executive Director or designee denies a claim, an employee may file a grievance pursuant to Article VI.

21.7 Liability for Employees Whose Duties Require Transportation of Students in the Employee's Own Vehicle:

- 21.7.1 BCCHS shall, to the extent permitted by law, assume primary liability and defend, at its expense, any employee who is required or properly authorized to transport students in the employee's personal vehicle where an accident occurs during such transport which leads to actual or threatened civil liability to a student passenger or the family of a student passenger.
- 21.7.2 In instances where student transportation is not available through routine sources such as parents, BCCHS transportation vehicles or emergency vehicles, the site administrator may authorize employees to transport pupils in their personal automobiles, pursuant to BCCHS policies.
- 21.7.3 Students transported to home shall be released only to the custody of a responsible adult, the person named on the student's emergency card authorized to accept custody of the student, or a person otherwise authorized by the parent/guardian. The responsibility of BCCHS with regard to reimbursement and liability when students are transported in the personal vehicles of employees is described in Section 21.6.1 above.

21.7.4 Following the normal procedures, employees using their personal vehicles to transport students shall receive mileage reimbursement at the current IRS rate.

21.8 Legal Assistance and Support:

21.8.1 If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against an employee for conduct occurring within the course and proper scope of the employee's duties, BCCHS shall, to the extent permitted by law, provide a defense to the employee and indemnify and hold the employee harmless against any resulting civil liability. The Board of Directors may, in its discretion under Government Code Section 825, indemnify the employee against punitive or exemplary damages.

21.8.2 If an employee's person or property is injured or damaged by the willful misconduct of a student while on school property, or while attending or being transported to or from a school-sponsored activity, or in retaliation for conduct of the employee within the course and proper scope of the employee's duties, the employee may, in addition to any independent remedy the employee may have, request BCCHS to pursue legal action against the student and/or the student's parents or guardians. After evaluating the circumstances, BCCHS may bring such a legal action to recover damages.

ARTICLE XXII

ACADEMIC FREEDOM AND RESPONSIBILITY

22.1 Lesson Content:

In the investigation, presentation and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material, or discussion:

22.1.1 is appropriate to the age and maturity level of the students;

22.1.2 is related to and consistent with the prescribed curriculum, course of study, and textbook/materials for the class in question; AND

22.1.3 is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship.

22.2 Determination of Grades:

The grade to be given to any individual student shall be determined in the good faith professional judgment of the teacher and shall not be changed by the BCCHS except in situations of clerical or mechanical mistake, fraud, bad faith, incompetency, or failure to comply with the BCCHS grading policies. A grade shall not be changed for any of the above reasons unless the responsible teacher has, to the extent practical, (a) been given prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade was given; and (b) been included in discussions relating to the change of grade. Claimed violations of this section are subject to the grievance procedures of this Agreement.

22.3 Ownership of Materials and Publications:

Unless otherwise agreed upon with the employer or provided by a separate contract, ownership of materials and publications developed by the employee in the course of performing regular duties are to be owned by the employee.

ARTICLE XXIII

PROFESSIONAL DEVELOPMENT

23.1 Purpose and Goals:

Regular professional development and training is essential to the competence and overall effectiveness of all teachers and support personnel, no matter how experienced they may be. Participation in such continued learning is a required professional duty and part of each teacher's basic personal obligation to the profession and to the students of BCCHS. At its best, professional development and continued learning is grounded in the instructional goals and programs of the District and the school, the best practices of successful teachers, and the everyday needs of students and teachers. While no professional development program will accomplish all goals for all participants, it is agreed that all professional development programs and activities should seek to achieve the following goals, as applicable:

- 23.1.1 Be grounded in, or consistent with, the California Standards for the Teaching Profession, and with any applicable State and Charter mandates, standards, initiatives and/or priorities;
- 23.1.2 Be appropriately responsive to the BCCHS's needs assessment and/or evaluations of similar programs offered in the past;
- 23.1.3 Deepen and broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;
- 23.1.4 Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;
- 23.1.5 Provide knowledge of applicable standards, the differences between standards-based instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;
- 23.1.6 Be intellectually engaging and reflect the complexity of the teaching and learning processes; and
- 23.1.7 Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.

23.2 Time for Professional Development:

BCCHS and UTLA shall work together to find methods of providing time for professional development during employee contractual work time obligations while

adhering to state mandated instructional minutes, including, where possible, the scheduling of shortened and/or minimum days.

23.3 Professional Development Advisory Committee:

In order to ensure effective input from UTLA and certificated staff in the development and implementation of BCCHS's professional development programs, there shall be formed a Professional Development Advisory Committee ("PDAC"). The PDAC shall meet at least twice per semester to review, discuss, and provide appropriate recommendations to the Executive Director or Designee. The PDAC composition and responsibilities shall be as follows:

23.3.1 The UTLA Chapter Chair and BCCHS Executive Director may each appoint a co-chair and up to two (2) other members to the PDAC.

23.3.2 The PDAC shall have the following responsibilities in its role as advisor to the Executive Director and administration:

- a. Review, evaluate and provide recommendations concerning any current or proposed professional development programs and activities;
- b. Propose the initiation of new professional development programs and activities, including but not limited to the organization of working committees for that purpose;
- c. Review and provide recommendations concerning the professional development calendar for the year;
- d. Review and provide recommendations with respect to potential use of categorical resources to fund training and/or reimburse teachers for costs associated with securing statutorily required certifications;
- e. Develop and compile procedures and instruments for the assessment of professional development programs including for individual programs and annual evaluation of such programs.

23.3.3 In addition to the foregoing, the function, purpose, and immediate task of the PDAC shall include designing a collaborative structure for the delivery of effective professional development to include the following concepts:

- a. Professional development shall be grounded in data and the instructional goals, pedagogy, and programs of BCCHS; and
- b. The information, procedures, and instruments referred to above are intended to assist with delivering effective professional development according to research and evidence based practices that will be most effective and which

will enhance student achievement.

23.4 Program Evaluation:

At the conclusion of each professional development program, activity or session conducted, the opportunity shall be provided for written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. The presenter who was responsible for selecting and/or arranging the program is expected to prepare a brief summary of the evaluation results and distribute same to the Executive Director, the administrator who has responsibility for the professional development subject matter, and PDAC co-chairs. The evaluation forms and their summary will be used to improve upon future professional development programs.

23.5 Department Professional Development:

In order to best serve the differentiated needs of unit members within a department, each department shall draft an annual action plan that includes student achievement goals and a specific instructional standard (from the adopted teaching standards of BCCHS) in which unit members will engage in professional development. Professional development for this purpose does not include department activities required for compliance such as WASC, Charter Oversight/Renewal, Program Monitoring, etc.

23.5.1 Professional Development sessions aligned to the instructional goal must take place two (2) times per semester, and may be facilitated by the department administrator with input from the department chair, BCCHS department-specific instructional coach, or a vendor selected in collaboration with the department chair and department administrator.

23.5.2 For two (2) of the four (4) annual professional development sessions BCCHS shall use the late-start Tuesday days that are not already reserved for department meetings under section 14.5.4(a)(i.), unless otherwise requested by the Department Chair to allow for professional development sessions that may exceed the time provided by meetings under section 14.5.4(a). In which case, BCCHS shall provide release time and substitute coverage as needed.

ARTICLE XXIV

SUMMER SCHOOL ASSIGNMENTS

24.1 General:

BCCHS maintains complete discretion as to whether Summer School is offered, in which case this Article determines the criteria for applying and being selected for teaching at Summer School.

24.1.1 Applicants may apply for only one Subject Field and/or program.

24.1.2 “Subject Fields” shall, for purposes of this Article, be reasonably designated by BCCHS (e.g., Physical Science and Biological Science have been designated as separate Subject Fields; ESY is designated as one subject field which includes both Resource and Special Education teachers).

24.1.3 Applicants must be available to serve at least 50% of the entire session. An applicant who accepts an assignment in writing and then declines, or begins work and then terminates the assignment, for reasons other than a verified illness shall be considered as having taught for the purpose of establishing priority for the next session.

24.1.4 50% Rule for priority:

An applicant who was paid in a status other than substitute for 50% or more of the hours the summer school was in session shall be considered to have taught for the purpose of determining priority rating.

24.2 Eligibility:

At time of application employees must be in permanent or probationary status, must have the appropriate credential, and must have taught as a regular classroom teacher or as a Summer School teacher in the Subject Field for which they apply.

24.2.1 An employee who is on leave from BCCHS for the semester prior to the Summer School is not eligible for assignment.

24.2.2 An applicant who has received, within the most recent two school years immediately preceding the Summer School assignment, an overall evaluation or less than “meets or exceeds” or a Notice of Unsatisfactory Service or Act, shall not be assigned to a school without the consent of the principal or program coordinator.

24.3 Selection Criteria:

Employees shall be selected on the basis of priority and seniority. Priority 1 applicants shall be assigned before Priority 2 applicants. If there are more eligible applicants within a priority to teach a specific course than there are positions available, BCCHS seniority shall determine the selection.

24.3.1 Priority One (1):

Regular classroom teachers who have taught in the Subject Fields within the past six (6) semesters and who taught less than 50% of the time during the previous session or who did not teach summer school the previous year.

24.3.2 Priority Two (2):

Regular classroom teachers who have taught in the Subject Fields within the past six (6) semesters and who taught 50% hours or more during the previous session, and employees currently not serving as regular classroom teachers who taught the course(s) within the past six (6) semesters.

24.3.3 Priority Three (3):

All other eligible applicants including non-classroom teachers.

24.3.4 Chapter Chair:

BCCHS shall provide the UTLA Chapter Chair with a written record of priority status for all employees applying for summer school.

24.3.5 Vacancies:

If BCCHS is not completely staffed after the above process is completed due to lack of eligible applicants, remaining vacant positions shall be advertised online and summer school term contracts offered to selected applicants.

24.4 Displacements:

Where and when a summer school session becomes over-teachered, teachers shall be displaced within a program or Subject Field based on BCCHS seniority within the priority categories, beginning with the lowest priority. Any teacher so displaced will retain his/her priority status.

24.5 Salary:

24.5.1 For Summer School offered in 2017, unit members will receive compensation at a rate equal to 1.09244 times their scheduled hourly rate. Beginning with Summer 2018, Summer School compensation will be paid at 1.045 times the regular hourly rate.

24.5.2 Employees shall be paid only for the actual days/instructional hours of the Summer School assignment.

24.6 Hours and Duties:

Summer School teachers shall report to work each day at least ten (10) minutes before their first class begins. They shall then serve for a full day of instruction, as appropriate, exclusive of nutrition/recess (for those assigned for a three or four-hour day). They shall remain on site for at least ten (10) minutes after dismissal of their last class. Summer School teachers are also required to perform reasonable pupil supervision duties and other professional obligations, as assigned. This non-instructional time is not considered for payroll computation purposes.

24.7 Special Grievance Provision:

Any employee who wishes to seek back pay due to a claimed violation of the selection and assignment rules of this Article must file a formal grievance under Article VI within five (5) days of the written notice of assignment or non-assignment, or within five (5) days of the first day of Summer School, whichever is earlier. Any other alleged violations of this Article may be processed using the normal time line of Article VI.

APPENDIX A:

BCCHS-UTLA Salary Schedules for
2021-2022 and 2022-2023

**Birmingham Community Charter High School
2021-2022 Certificated Salary Schedule
D Table B Basis (223)
Effective July 1, 2021 – June 30, 2022**

STEP	20 (Minimum) Annual	21 (+14 points) Annual	22 (+28 points) Annual	23 (+42 points) Annual	24 (+56 points) Annual	25 (+70 points) Annual	26 (+84 points) Annual	27 (+98 points) Annual
1	90,124							
2	95,104							
3	100,418							
4	106,239							
5	112,234							
6	112,234							
7	112,234							
8	112,234							
9	112,234							
10	112,234							
11	115,407							
12	115,407							
13	115,407							
14	115,407							
15	115,407							
16	115,407							
17	115,407							
18	115,407							
19	115,407							
20	115,407							
21	119,340							
22	119,340							
23	119,340							
24	119,340							
25	119,340							
26	119,340							
27	119,340							
28	119,340							
29	119,340							
30	119,340							

Effective July 1, 2021

Master's Stipend: \$1250/year

Doctoral Stipend: \$3000/year

3% increase effective July 1, 2021

*A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent, as established by the Board of Education

** Rating – in limit is Pay Scale Row 27, Pay Scale Step 10

**Birmingham Community Charter High School
2021-2022 Certificated Salary Schedule
L Table C Basis (223)
Effective July 1, 2021 – June 30, 2022**

STEP	20 (Minimum) Annual	21 (+14 points) Annual	22 (+28 points) Annual	23 (+42 points) Annual	24 (+56 points) Annual	25 (+70 points) Annual	26 (+84 points) Annual	27 (+98 points) Annual
1	53,879	53,879	53,879	54,348	56,529	58,492	60,819	62,591
2	53,879	53,879	54,348	56,529	58,696	60,951	63,220	65,505
3	53,879	54,348	56,574	59,092	61,479	64,056	66,412	68,974
4	54,816	56,486	59,092	61,654	64,407	67,057	69,692	72,299
5	57,643	58,726	61,479	64,407	67,173	70,072	72,913	75,710
6	58,243	60,907	63,996	67,057	70,058	73,133	76,208	79,194
7	60,044	63,220	66,397	69,692	72,913	76,193	79,370	82,562
8	62,064	65,505	68,974	72,299	75,680	79,151	82,547	86,003
9	64,919	67,745	71,390	74,949	78,638	82,210	85,827	89,414
10	67,803	70,775	74,450	78,403	82,225	86,119	89,956	93,923
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Effective July 1, 2021

Master's Stipend: \$1250/year

Doctoral Stipend: \$3000/year

3% increase effective July 1, 2021

*A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent, as established by the Board of Education

** Rating – in limit is Pay Scale Row 27, Pay Scale Step 10

**Birmingham Community Charter High School
2021-2022 Certificated Salary Schedule
T Table B Basis (223)
Effective July 1, 2021 – June 30, 2022**

STEP	20 (Minimum) Annual	21 (+14 points) Annual	22 (+28 points) Annual	23 (+42 points) Annual	24 (+56 points) Annual	25 (+70 points) Annual	26 (+84 points) Annual	27 (+98 points) Annual
1	66,951	67,030	67,743	67,823	68,537	68,648	71,297	72,882
2	67,030	67,743	67,823	68,537	68,648	70,980	73,359	76,261
3	67,743	68,457	68,537	68,648	70,980	73,010	75,500	78,482
4	68,457	68,537	68,648	70,980	73,421	77,197	80,275	83,494
5	68,537	68,648	70,980	73,421	76,277	80,195	83,399	86,745
6	68,648	71,297	73,740	76,277	79,259	83,335	86,666	90,140
7	70,614	72,263	76,230	79,212	82,305	85,492	88,840	92,297
8	72,263	75,500	78,451	81,480	84,668	88,141	91,933	95,787
9	74,754	77,538	80,703	83,859	87,571	91,567	95,581	99,577
10	76,880	80,258	84,429	88,902	93,233	97,658	101,989	106,493
11								107,000
12								107,461
13								107,952
14								108,411
15								110,061
16								110,061
17								110,061
18								110,061
19								110,061
20								110,902
21								110,902
22								110,902
23								110,902
24								110,902
25								113,836
26								113,836
27								113,836
28								113,836
29								113,836
30								115,755

Effective July 1, 2021

Master's Stipend: \$1250/year

Doctoral Stipend: \$3000/year

3% increase effective July 1, 2021

*A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent, as established by the Board of Education

** Rating – in limit is Pay Scale Row 27, Pay Scale Step 10

**Birmingham Community Charter High School
2021-2022 Certificated Salary Schedule
T Table C Basis (209)
Effective July 1, 2021 – June 30, 2022**

STEP	20 (Minimum) Annual	21 (+14 points) Annual	22 (+28 points) Annual	23 (+42 points) Annual	24 (+56 points) Annual	25 (+70 points) Annual	26 (+84 points) Annual	27 (+98 points) Annual
1	61,800	61,874	62,532	62,606	63,265	63,367	65,812	67,276
2	61,874	62,532	62,606	63,265	63,367	65,520	67,716	70,395
3	62,532	63,192	63,265	63,367	65,520	67,394	69,692	72,445
4	63,192	63,265	63,367	65,520	67,774	71,259	74,100	77,071
5	63,265	63,367	65,520	67,774	70,410	74,027	76,984	80,073
6	63,367	65,812	68,067	70,410	73,163	76,925	80,000	83,206
7	65,183	66,706	70,366	73,118	75,973	78,916	82,005	85,197
8	66,706	69,692	72,415	75,211	78,154	81,361	84,860	88,419
9	69,004	71,697	74,494	77,408	80,834	84,524	88,228	91,918
10	70,966	74,085	77,935	82,064	86,061	90,147	94,143	98,301
11								98,770
12								99,194
13								99,649
14								100,073
15								101,595
16								101,595
17								101,595
18								101,595
19								101,595
20								102,371
21								102,371
22								102,371
23								102,371
24								102,371
25								105,080
26								105,080
27								105,080
28								105,080
29								105,080
30								106,851

Effective July 1, 2021

Master's Stipend: \$1250/year

Doctoral Stipend: \$3000/year

3% increase effective July 1, 2021

*A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent, as established by the Board of Education

** Rating – in limit is Pay Scale Row 27, Pay Scale Step 10

Birmingham Community Charter High School
2022-2023 Certificated Salary Schedule
D Table B Basis (223)
Effective July 1, 2022 – June 30, 2023

STEP	20 (Minimum) Annual	21 (+14 points) Annual	22 (+28 points) Annual	23 (+42 points) Annual	24 (+56 points) Annual	25 (+70 points) Annual	26 (+84 points) Annual	27 (+98 points) Annual
1	91,926							
2	97,006							
3	102,426							
4	108,364							
5	114,479							
6	114,479							
7	114,479							
8	114,479							
9	114,479							
10	114,479							
11	117,715							
12	117,715							
13	117,715							
14	117,715							
15	117,715							
16	117,715							
17	117,715							
18	117,715							
19	117,715							
20	117,715							
21	121,727							
22	121,727							
23	121,727							
24	121,727							
25	121,727							
26	121,727							
27	121,727							
28	121,727							
29	121,727							
30	121,727							

Effective July 1, 2022

Master's Stipend: \$1250/year

Doctoral Stipend: \$3000/year

2% increase effective July 1, 2022

*A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent, as established by the Board of Education

** Rating – in limit is Pay Scale Row 27, Pay Scale Step 10

**Birmingham Community Charter High School
2022-2023 Certificated Salary Schedule
L Table C Basis (209)
Effective July 1, 2022 – June 30, 2023**

STEP	20 (Minimum) Annual	21 (+14 points) Annual	22 (+28 points) Annual	23 (+42 points) Annual	24 (+56 points) Annual	25 (+70 points) Annual	26 (+84 points) Annual	27 (+98 points) Annual
1	54,957	54,957	54,957	55,435	57,660	59,662	62,035	63,843
2	54,957	54,957	55,435	57,660	59,870	62,170	64,484	66,815
3	54,957	55,435	57,705	60,274	62,709	65,337	67,740	70,353
4	55,912	57,616	60,274	62,887	65,695	68,398	71,086	73,745
5	58,796	59,901	62,709	65,695	68,516	71,473	74,371	77,224
6	59,408	62,125	65,276	68,398	71,459	74,596	77,732	80,778
7	61,245	64,484	67,725	71,086	74,371	77,717	80,957	84,213
8	63,305	66,815	70,353	73,745	77,194	80,734	84,198	87,723
9	66,217	69,100	72,818	76,448	80,211	83,854	87,544	91,202
10	69,159	72,191	75,939	79,971	83,870	87,841	91,755	95,801
11								
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Effective July 1, 2022

Master's Stipend: \$1250/year

Doctoral Stipend: \$3000/year

2% increase effective July 1, 2022

*A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent, as established by the Board of Education

** Rating – in limit is Pay Scale Row 27, Pay Scale Step 10

**Birmingham Community Charter High School
2022-2023 Certificated Salary Schedule
T Table B Basis (223)
Effective July 1, 2022 – June 30, 2023**

STEP	20 (Minimum) Annual	21 (+14 points) Annual	22 (+28 points) Annual	23 (+42 points) Annual	24 (+56 points) Annual	25 (+70 points) Annual	26 (+84 points) Annual	27 (+98 points) Annual
1	68,290	68,371	69,098	69,179	69,908	70,021	72,723	74,340
2	68,371	69,098	69,179	69,908	70,021	72,400	74,826	77,786
3	69,098	69,826	69,908	70,021	72,400	74,470	77,010	80,052
4	69,826	69,908	70,021	72,400	74,889	78,741	81,881	85,164
5	69,908	70,021	72,400	74,889	77,803	81,799	85,067	88,480
6	70,021	72,723	75,215	77,803	80,844	85,002	88,399	91,943
7	72,026	73,708	77,755	80,796	83,951	87,202	90,617	94,143
8	73,708	77,010	80,020	83,110	86,361	89,904	93,772	97,703
9	76,249	79,089	82,317	85,536	89,322	93,398	97,493	101,569
10	78,418	81,863	86,118	90,680	95,098	99,611	104,029	108,623
11						100,358	104,809	109,438
12						101,111	105,595	110,258
13							106,387	111,085
14							107,185	111,918
15								112,758
16								113,603
17								114,455
18								115,314
19								116,179
20								117,050
21								117,928
22								118,812
23								119,704
24								120,601
25								121,506
26								122,417
27								123,335
28								124,260
29								125,192
30								126,131

Effective July 1, 2022

Master's Stipend: \$1250/year

Doctoral Stipend: \$3000/year

2% increase effective July 1, 2022 - With an additional 2 steps in 25+70 and 4 within 26+84

*A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent, as established by the Board of Education

** Rating – in limit is Pay Scale Row 27, Pay Scale Step 10

**Birmingham Community Charter High School
2022-2023 Certificated Salary Schedule
T Table C Basis (209)
Effective July 1, 2022 – June 30, 2023**

STEP	20 (Minimum) Annual	21 (+14 points) Annual	22 (+28 points) Annual	23 (+42 points) Annual	24 (+56 points) Annual	25 (+70 points) Annual	26 (+84 points) Annual	27 (+98 points) Annual
1	63,036	63,111	63,783	63,858	64,530	64,634	67,128	68,622
2	63,111	63,783	63,858	64,530	64,634	66,830	69,070	71,803
3	63,783	64,456	64,530	64,634	66,830	68,742	71,086	73,894
4	64,456	64,530	64,634	66,830	69,129	72,684	75,582	78,612
5	64,530	64,634	66,830	69,129	71,818	75,508	78,524	81,674
6	64,634	67,128	69,428	71,818	74,626	78,464	81,600	84,870
7	66,487	68,040	71,773	74,580	77,492	80,494	83,645	86,901
8	68,040	71,086	73,863	76,715	79,717	82,988	86,557	90,187
9	70,384	73,131	75,984	78,956	82,451	86,214	89,993	93,756
10	72,385	75,567	79,494	83,705	87,782	91,950	96,026	100,267
11						92,640	96,746	101,019
12						93,334	97,472	101,777
13							98,203	102,540
14							98,939	103,309
15								104,084
16								104,864
17								105,651
18								106,443
19								107,242
20								108,046
21								108,856
22								109,673
23								110,495
24								111,324
25								112,159
26								113,000
27								113,848
28								114,701
29								115,562
30								116,429

Effective July 1, 2022

Master's Stipend: \$1250/year

Doctoral Stipend: \$3000/year

2% increase effective July 1, 2022 - With an additional 2 steps in 25+70 and 4 within 26+84

*A point is a semester unit (or 1.5 quarter units) as defined by the University of California, or its equivalent, as established by the Board of Education

** Rating – in limit is Pay Scale Row 27, Pay Scale Step 10

APPENDIX B:

Differential and Stipend Schedule for
2021-2022 and 2022-2023

Birmingham Community Charter High School
2021-2022
Certificated Stipends

	Annual Stipend	2021-2022 Job Titles
Tier 1	\$1,500	Core Curriculum Specialist
Tier 2	\$3,000	Color Guard Advisor
		Dance Advisor
		International Advisor
		Journalism Advisor
		Knights & Ladies Advisor
Tier 3	\$4,500	Academic Decathlon Advisor
		Class Advisor
		Stagecraft Advisor
		Yearbook Advisor
		Advance Placement (AP) Coordinator
		*Grade Level Academy Lead
Tier 4	\$6,000	Band Director
		Choir Director
		Department Chair (non-core)
		Drama Director
		Instructional Coach
Tier 5	\$7,500	ASB Advisor
		SAS Advisor
		Title I Coordinator- State & Federal Programs
		Foster and Homeless Advisor
Tier 6	\$9,000	Deans
		Grade Level Coordinator

ADVISOR/DIRECTOR title signifies certificated personnel

Unassigned stipends can be combined or split upon approval of CEO/HR

Stipends to be paid upon approval of direct administrative supervisor

Stipend assignment is contingent upon budget availability

Stipends include all duties associated with the job title for the fiscal year

*No Grade Level Council responsibilities.

Birmingham Community Charter High School
Athletic Stipends

	Annual Stipend	Job Titles	Sports Teams Distribution
Level 1	\$1,000	Assistant Coach	Football (1), Girls Tennis (1), Baseball (2), Girls Lacrosse (1)
Level 2	\$1,500	Assistant Coach	Football (3), Girls Volleyball (1), Soccer (1), Boys Volleyball (1)
Level 3	\$2,000	Assistant Coach	Football (3), Cross Country (1), Baseball (1), Track (1), Softball, (2), Girls Lacrosse (1)
Level 4	\$2,500	Assistant Coach	Football (1), Boys Basketball (1), Girls Basketball (1), Wrestling (1), Baseball (1), Track (5), Softball (1), Boys Water Polo (1), Girls Water Polo (1)
	\$2,500	Trainer	Fall (1), Winter (1)
Level 5	\$3,000	Assistant Coach	Football (2), Cross Country (1), Girls Volleyball (1), Boys Basketball (2), Girls Basketball (2), Soccer (2), Wrestling (4), Baseball (1), Swim (3), Boys Volleyball (1), Boys Lacrosse (1)
Level 6	\$3,500	Head Coach	Girls Golf, Boys Golf, Boys Water Polo, Girls Water Polo
		Assistant Coach	Football (1), Soccer (1), Wrestling (1)
Level 7	\$4,500	Head Coach	Girls Tennis, Boys Tennis
Level 8	\$5,000	Head Coach	Girls Volleyball, Boys Volleyball, Boys Lacrosse, Girls Lacrosse, Cheer
Level 9	\$5,500	Head Coach	Cross Country, Boys Basketball, Girls Basketball, Soccer, Wrestling, Baseball, Swim, Track, Softball
Level 10	\$7,000	Head Coach	Football

Unassigned stipends can be combined or split upon approval of CEO/CBO
 Stipends to be paid upon approval of direct administrative supervisor
 Stipend assignment is contingent upon budget availability
 Stipends include all duties associated with the job title for the fiscal year

APPENDIX C:

Health and Welfare Benefits Applicable
Plans 21/22 & 22/23

**Birmingham Community Charter High School Election Form
Plan Year 01/01/2021 - 12/31/2021**

Certificated New Hire (Hired after 7/1/2017)

Classified New Hire (Hired after 8/1/2018)

**The amounts below do not apply to less than 0.75 FTE (75%) employees
(TAs, ASB Employees and Retired District Employees)**

	Premiums 2021	Employee Cost (12-Month)		Employee Receives (12-Month)		Election
MEDICAL (Effective 01/01/2021)						
<u>Anthem High HMO/20/90</u>						
Employee Only	\$651.85	\$0.00				
Employee + Child/ren	\$1,173.34	\$0.00				
Employee + Spouse	\$1,434.09	\$0.00				
Family (Employee + 2 or more)	\$2,020.42	\$0.00				
<u>Anthem Low PPO/1500/3000/80%</u>						
Employee Only	\$1,017.14	\$318.07	\$381.68			
Employee + Child/ren	\$1,830.87	\$432.73	\$519.28			
Employee + Spouse	\$2,237.73	\$803.64	\$964.37			
Family (Employee + 2 or more)	\$3,153.16	\$1,132.74	\$1,359.29			
<u>Anthem High PPO/500/1000/90%</u>						
Employee Only	\$1,105.34	\$406.27	\$487.52			
Employee + Child/ren	\$1,989.63	\$591.49	\$709.79			
Employee + Spouse	\$2,431.77	\$997.68	\$1,197.22			
Family (Employee + 2 or more)	\$3,426.58	\$1,406.16	\$1,687.39			
<u>Kaiser HMO High</u>						
Employee Only	\$699.07	\$0.00				
Employee + 1 Dependent	\$1,398.14	\$0.00				
Family (Employee + 2 or more)	\$1,978.38	\$0.00				
<u>No Health Benefits*</u>						
Claiming the \$3,500 health insurance opt-out				\$291.67**	\$350.00**	
*Employee must qualify and provide proof of medical coverage and make no health insurance elections above (Default is "No")						
**Total annual amount will be prorated based on effective date if less than a full-year						
DENTAL (Effective 01/01/2021)						
<u>Delta - DHMO</u>						
Employee Only	\$13.91	\$0.00				
Employee + 1 Dependent	\$26.52	\$0.00				
Family (Employee + 2 or more)	\$42.76	\$0.00				
<u>Delta - PPO 1000</u>						
Employee Only	\$46.04	\$0.00				
Employee + 1 Dependent	\$89.57	\$0.00				
Family (Employee + 2 or more)	\$147.01	\$0.00				
<u>Delta - PPO 2000</u>						
Employee Only	\$55.09	\$9.05	\$10.86			
Employee + 1 Dependent	\$106.26	\$16.69	\$20.03			
Family (Employee + 2 or more)	\$176.94	\$29.93	\$35.92			
VISION (Effective 01/01/2021)						
Employee Only	\$9.38	\$0.00				
Employee + 1 Dependent	\$18.54	\$0.00				
Family (Employee + 2 or more)	\$30.36	\$0.00				
FSA Election - Select by entering Annual Dollar Amount in Election Column						
Dependent Care (Capped at \$5,000 per household)						
Medical Care (Minimum \$300 - Maximum \$2,600)						

**Birmingham Community Charter High School Election Form
Plan Year 01/01/2021 - 12/31/2021**

**Certificated New Hire (Hired before 7/1/2017)
Classified New Hire (Hired before 8/1/2018)**

**The amounts below do not apply to less than 0.75 FTE (75%) employees
(TAs, ASB Employees and Retired District Employees)**

	Premiums 2021	Employee Cost (12-Month)		Employee Receives (12-Month)		Election
MEDICAL (Effective 07/01/2018) - Select <u>One</u> Medical Option with a "Yes" in the Election Column						
<u>Anthem High HMO/20/90</u>						
Employee Only	\$651.85	\$0.00				
Employee + Child/ren	\$1,173.34	\$0.00				
Employee + Spouse	\$1,434.09	\$0.00				
Family (Employee + 2 or more)	\$2,020.42	\$0.00				
<u>Anthem Low PPO/1500/3000/80%</u>						
		12-Month	10-Month			
Employee Only	\$1,017.14	\$0.00	\$0.00			
Employee + Child/ren	\$1,830.87	\$0.00	\$0.00			
Employee + Spouse	\$2,237.73	\$0.00	\$0.00			
Family (Employee + 2 or more)	\$3,153.16	\$0.00	\$0.00			
<u>Anthem High PPO/500/1000/90%</u>						
		12-Month	10-Month			
Employee Only	\$1,105.34	\$88.20	\$105.84			
Employee + Child/ren	\$1,989.63	\$158.76	\$190.51			
Employee + Spouse	\$2,431.77	\$194.04	\$232.85			
Family (Employee + 2 or more)	\$3,426.58	\$273.42	\$328.10			
<u>Kaiser HMO High</u>						
Employee Only	\$699.07	\$0.00				
Employee + 1 Dependent	\$1,398.14	\$0.00				
Family (Employee + 2 or more)	\$1,978.38	\$0.00				
<u>No Health Benefits*</u>						
Claiming the \$3,500 health insurance opt-out				12-Month	10-Month	
				\$291.67**	\$350.00**	
*Employee must qualify and provide proof of medical coverage and make no health insurance elections above (Default is "No")						
**Total annual amount will be prorated based on effective date if less than a full-year						
DENTAL (Effective 07/01/2018) - Select <u>One</u> Dental with a "Yes" in the Election Column						
<u>Delta - DHMO</u>						
Employee Only	\$13.91	\$0.00				
Employee + 1 Dependent	\$26.52	\$0.00				
Family (Employee + 2 or more)	\$42.76	\$0.00				
<u>Delta - PPO 1000</u>						
Employee Only	\$46.04	\$0.00				
Employee + 1 Dependent	\$89.57	\$0.00				
Family (Employee + 2 or more)	\$147.01	\$0.00				
<u>Delta - PPO 2000</u>						
		12-Month	10-Month			
Employee Only	\$55.09	\$9.05	\$10.86			
Employee + 1 Dependent	\$106.26	\$16.69	\$20.03			
Family (Employee + 2 or more)	\$176.94	\$29.93	\$35.92			
VISION - VSP - Select <u>One</u> Vision with a "Yes" in the Election Column						
Employee Only	\$9.38	\$0.00				
Employee + 1 Dependent	\$18.54	\$0.00				
Family (Employee + 2 or more)	\$30.36	\$0.00				
FSA Election - Select by entering Annual Dollar Amount in Election Column						
Dependent Care (Capped at \$5,000 per household)						
Medical Care (Minimum \$300 - Maximum \$2,600)						

**Birmingham Community Charter High School Election Form
Plan Year 01/01/2022 - 12/31/2022**

**Certificated New Hire (Hired before 7/1/2017)
Classified New Hire (Hired before 8/1/2018)**

**The amounts below do not apply to less than 0.75 FTE (75%) employees
(TAs, ASB Employees and Retired District Employees)**

	Premiums 2022	Employee Cost (12-Month)		Employee Receives (12-Month)		Election
MEDICAL (Effective 01/01/2022) - Select <u>One</u> Medical Option with a "Yes" in the Election Column						
<u>Anthem High EPO</u>						
Employee Only	\$651.85	\$0.00				
Employee + Child/ren	\$1,173.34	\$0.00				
Employee + Spouse	\$1,434.09	\$0.00				
Family (Employee + 2 or more)	\$2,020.42	\$0.00				
<u>Anthem Low PPO/1500/3000/80%</u>						
		12-Month	10-Month			
Employee Only	\$1,017.14	\$0.00	\$0.00			
Employee + Child/ren	\$1,830.87	\$0.00	\$0.00			
Employee + Spouse	\$2,237.73	\$0.00	\$0.00			
Family (Employee + 2 or more)	\$3,153.16	\$0.00	\$0.00			
<u>Anthem High PPO/500/1000/90%</u>						
		12-Month	10-Month			
Employee Only	\$1,105.34	\$88.20	\$105.84			
Employee + Child/ren	\$1,989.63	\$158.76	\$190.51			
Employee + Spouse	\$2,431.77	\$194.04	\$232.85			
Family (Employee + 2 or more)	\$3,426.58	\$273.42	\$328.10			
<u>Kaiser HMO High</u>						
Employee Only	\$699.07	\$0.00				
Employee + 1 Dependent	\$1,398.14	\$0.00				
Family (Employee + 2 or more)	\$1,978.38	\$0.00				
<u>No Health Benefits*</u>						
Claiming the \$3,500 health insurance opt-out				12-Month	10-Month	
				\$291.67**	\$350.00**	
*Employee must qualify and provide proof of medical coverage and make no health insurance elections above (Default is "No")						
**Total annual amount will be prorated based on effective date if less than a full-year						
DENTAL (Effective 01/01/2022) - Select <u>One</u> Dental with a "Yes" in the Election Column						
<u>Delta - DHMO</u>						
Employee Only	\$13.91	\$0.00				
Employee + 1 Dependent	\$26.52	\$0.00				
Family (Employee + 2 or more)	\$42.76	\$0.00				
<u>Delta - PPO 1000</u>						
Employee Only	\$46.04	\$0.00				
Employee + 1 Dependent	\$89.57	\$0.00				
Family (Employee + 2 or more)	\$147.01	\$0.00				
<u>Delta - PPO 2000</u>						
		12-Month	10-Month			
Employee Only	\$55.09	\$9.05	\$10.86			
Employee + 1 Dependent	\$106.26	\$16.69	\$20.03			
Family (Employee + 2 or more)	\$176.94	\$29.93	\$35.92			
VISION - VSP - Select <u>One</u> Vision with a "Yes" in the Election Column						
Employee Only	\$9.38	\$0.00				
Employee + 1 Dependent	\$18.54	\$0.00				
Family (Employee + 2 or more)	\$30.36	\$0.00				
FSA Election - Select by entering Annual Dollar Amount in Election Column						
Dependent Care (Capped at \$5,000 per household)						
Medical Care (Minimum \$300 - Maximum \$2,850)						

**Birmingham Community Charter High School Election Form
Plan Year 01/01/2022 - 12/31/2022**

Certificated New Hire (Hired after 7/1/2017)

Classified New Hire (Hired after 8/1/2018)

**The amounts below do not apply to less than 0.75 FTE (75%) employees
(TAs, ASB Employees and Retired District Employees)**

	Premiums 2022	Employee Cost (12-Month)		Employee Receives (12-Month)		Election
MEDICAL (Effective 01/01/2022)						
Anthem High EPO						
Employee Only	\$651.85	\$0.00				
Employee + Child/ren	\$1,173.34	\$0.00				
Employee + Spouse	\$1,434.09	\$0.00				
Family (Employee + 2 or more)	\$2,020.42	\$0.00				
Anthem Low PPO/1500/3000/80%						
		12-Month	10-Month			
Employee Only	\$1,017.14	\$318.07	\$381.68			
Employee + Child/ren	\$1,830.87	\$432.73	\$519.28			
Employee + Spouse	\$2,237.73	\$803.64	\$964.37			
Family (Employee + 2 or more)	\$3,153.16	\$1,132.74	\$1,359.29			
Anthem High PPO/500/1000/90%						
		12-Month	10-Month			
Employee Only	\$1,105.34	\$406.27	\$487.52			
Employee + Child/ren	\$1,989.63	\$591.49	\$709.79			
Employee + Spouse	\$2,431.77	\$997.68	\$1,197.22			
Family (Employee + 2 or more)	\$3,426.58	\$1,406.16	\$1,687.39			
Kaiser HMO High						
Employee Only	\$699.07	\$0.00				
Employee + 1 Dependent	\$1,398.14	\$0.00				
Family (Employee + 2 or more)	\$1,978.38	\$0.00				
No Health Benefits*						
Claiming the \$3,500 health insurance opt-out				12-Month	10-Month	
				\$291.67**	\$350.00**	
*Employee must qualify and provide proof of medical coverage and make no health insurance elections above (Default is "No")						
**Total annual amount will be prorated based on effective date if less than a full-year						
DENTAL (Effective 01/01/2022)						
Delta - DHMO						
Employee Only	\$13.91	\$0.00				
Employee + 1 Dependent	\$26.52	\$0.00				
Family (Employee + 2 or more)	\$42.76	\$0.00				
Delta - PPO 1000						
Employee Only	\$46.04	\$0.00				
Employee + 1 Dependent	\$89.57	\$0.00				
Family (Employee + 2 or more)	\$147.01	\$0.00				
Delta - PPO 2000						
		12-Month	10-Month			
Employee Only	\$55.09	\$9.05	\$10.86			
Employee + 1 Dependent	\$106.26	\$16.69	\$20.03			
Family (Employee + 2 or more)	\$176.94	\$29.93	\$35.92			
VISION (Effective 01/01/2022)						
Employee Only	\$9.38	\$0.00				
Employee + 1 Dependent	\$18.54	\$0.00				
Family (Employee + 2 or more)	\$30.36	\$0.00				
FSA Election - Select by entering Annual Dollar Amount in Election Column						
Dependent Care (Capped at \$5,000 per household)						
Medical Care (Minimum \$300 - Maximum \$2,850)						