

BERRYESSA UNION SCHOOL DISTRICT HR NEWS

408-923-1850

Spring 2016

District Mission Statement

The Berryessa Union School District provides all students the skills to become lifelong learners and successful 21st century global citizens.



New Calendars!!

We are very excited that the new calendars are completed for the 2016-2017 and the 2017-2018 school years. A big thank you to those individuals who served on the calendar committee and helped to facilitate their completion! Some key dates to note are as follows:

2016-2017

- August 22- First Day of School for Students.
- September 5- Labor Day
- Nov. 21-25- Thanksgiving Break.
- Dec.19- Jan. 2- Winter Break.
- Jan. 16- MLK Day.
- Feb. 20-24- Presidents' Break.
- April 17-21- Spring Break.
- May 29- Memorial Day.
- June 9 – Last Day of School for Students.

2017-2018

- August 17- First Day of School for Students.
- September 5 – Labor Day.
- November 10 – Veterans' Day Observed.
- November 20 – 24 Thanksgiving Break.
- Dec. 18 – Jan. 1- Winter Break.
- Jan. 15 – MLK Day.
- Feb. 19-23 – Presidents' Break.
- April 2-6 – Spring Break.
- May 28 – Memorial Day.
- June 8 – Last Day of School for Students.



Welcome to Berryessa!

It gives us great pleasure to welcome phenomenal people to our Berryessa family! As you know we are in the process of hiring for a number of key positions and we are very excited to have Ms. Stefani Garino as the new Principal for Piedmont Middle School! Ms. Garino comes to us with a great deal of experience as a school administrator. She has served as a Special Education Teacher, Assistant SELPA Director, Assistant Principal and Principal. She has led the attendance, truancy, health and discipline offices. She has coordinated student testing and oversaw facilities and campus safety. She holds a Bachelor's Degree in Arts from Santa Clara University, a Master's in Cross Cultural Education & Educational Administration from National University. Her colleagues reports that she has effective interpersonal and communication skills. The people who have worked with her shared that she is very dependable, hardworking and dedicated. We look forward to her joining our team!

On the Negotiations Corner

We are pleased with the work that was accomplished to complete collective bargaining agreements with CTAB and Teamsters. It was a collaborative process with a lot of vested hard work by all parties. A brief synopsis of what was accomplished in both agreements is as follows;

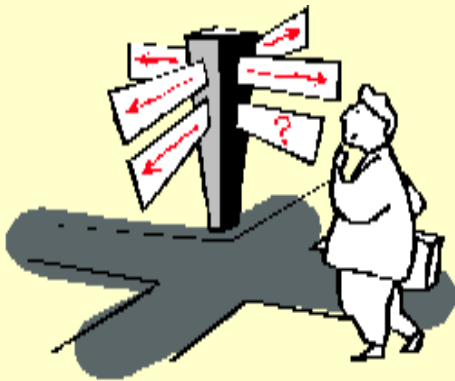
BUSD/CTAB agreement:

- 2 year agreement.
- Salary Increase of 4%, retroactive to July 1, 2015.
- Salary Increase of 3.75% effective July 1, 2016.
- Restructuring of the existing Salary Schedule.
- Development of a separate Salary Schedule for School Psychologists to help with recruitment.
- 2 additional work days for 2016-2017 & 2017-2018 compensated at the per diem rate.
- Unit member input on content, format and scheduling of PD programs.
- Signing bonus for newly hired Speech Language Pathologists.
- Increase in District contribution to medical benefits.
- Updated leave provisions consistent with the law changes specifically relating to maternity and paternity.
- Increase in class size overage payment for SDC teachers.

PERSONNEL NEWSLETTER

BUSD/Teamsters agreement:

- 2 year agreement.
- Salary Increase of 4%, retroactive to July 1, 2015.
- Salary Increase of 3.75% effective July 1, 2016.
- Increase in District contribution to medical benefits.
- Updated leave provisions consistent with the law changes.
- Adjust longevity for employees affected by the longevity freeze of 2010.
- Reclassification of the varied Custodian classifications into one and application of differential compensation for night and middle school assignments.



Alcoholism as a Protected Disability

The courts have usually held that alcoholism is a covered disability, even if the individual still drinks alcohol. (See, e.g., *Brown v. Lucky Stores, Inc.* (9th Cir. 2001) 246 F.3d 1182.) However, some courts have required the individual to show that his or her alcoholism substantially limits a major life activity. (See, e.g., *Alexander v. Washington Metropolitan Area Transit Authority*, No. 12-cv-1959 (D.D.C. March 10, 2015) [plaintiff failed to establish how his alcoholism substantially limited a major life activity].)

Under California law, alcoholism may be considered a disability under the Fair Employment and Housing Act (FEHA) if it “limits” major life activities. (Gov. Code § 12926.) In contrast with the ADA, the FEHA does not require a *substantial* limitation. Employers may nonetheless enforce rules concerning alcohol in the workplace. The ADA specifically permits employers to:

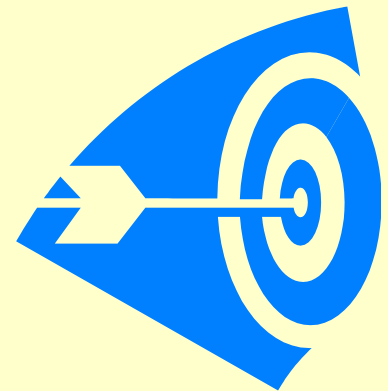
- Prohibit the use of alcohol in the workplace;
- Require that employees not be under the influence of alcohol in the workplace; and
- Hold an employee with alcoholism to the same standards for employment or job performance and behavior to which the employer holds other employees even if unsatisfactory performance or behavior is related to the alcoholism.

Thus, the ADA distinguishes between alcoholism and alcohol-related misconduct; the former is protected while the latter is not. (See *Gonzalez v. State Personnel Bd.* (1995) 33 Cal.App.4th 422, 436.) Although an employer may enforce its workplace rules against alcoholics, it may not discriminate against an applicant or employee with alcoholism. For example, an employer may not discipline an alcoholic more harshly than it disciplines a non-alcoholic employee.

As with other disabled employees, an employer must provide reasonable accommodations to employees suffering from alcoholism. This could generally involve a modified work schedule so the employee can attend Alcoholics Anonymous meetings or a leave of absence so the employee can seek treatment. However, an employer is generally not required to provide

leave to an alcoholic employee if the treatment would appear to be futile. (See, e.g., *Fuller v. Frank* (9th Cir. 1990) 916 F.2d 558, 562 [employer was not required to give an alcoholic employee another leave of absence when alcohol treatment repeatedly failed in the past].) Additionally, an employer generally has no duty to provide an accommodation to an employee who has not asked for an accommodation and who denies having a disability.

Source: AALRR Alert News Letter



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