

NEGOTIATED AGREEMENT

Between the

**CALIFORNIA TEACHERS
ASSOCIATION OF BERRYESSA
(CTAB)**

And the

GOVERNING BOARD OF THE

**BERRYESSA UNION
SCHOOL DISTRICT**

July 1, 2014 to June 30, 2017

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1 **ARTICLE 1: GENERAL PROVISIONS**

2 1.1 **Agreement**

3 1.1.1 The Articles and Provisions contained herein constitute a bilateral and
4 binding Agreement (“Agreement”) by and between the Governing Board
5 of the Berryessa Union School District (“District”) and the California
6 Teachers Association of Berryessa/California Teachers
7 Association/National Education Association (“Association”), an employee
8 organization.

9 1.1.2 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-
10 3549 of the Government Code (“Act”).

11 1.2 **Recognition**

12 The District confirms its recognition of the Association as the exclusive
13 representative for the unit of employees comprising any of the following
14 positions: All classroom teachers, resource teachers, teacher
15 advisors/instructional coaches, program specialists, nurses, special education and
16 speech teachers, librarians, counselors, school social workers, psychologists and
17 music teachers (this excludes substitute teachers, summer school teachers, and
18 fixed-price service agreement employees. Summer school teachers are included
19 for the purposes of representation on compensation only). This unit also excludes
20 the superintendent, assistant superintendent, directors, coordinators,
21 administrative assistants, assistant principals, principals, and all others who are
22 compensated under District Policy 4312.

23 **ARTICLE 2: DISTRICT RIGHTS**

24 2.1 **Powers and Authorities**

25 It is understood and agreed that the District retains all of its powers and authority
26 to direct, manage, and control to the full extent of the law. Included in, but not
27 limited to those duties and powers, is the exclusive right to: determine its
28 organization; direct the work of its unit members; determine the times and hours
29 of operation; determine the kinds and levels of services to be provided, and the
30 methods and means of providing them; establish its educational policies, goals
31 and objectives; ensure the rights and educational opportunities of students,
32 determine staffing patterns, determine the number and kinds of personnel
33 required; transfer personnel; maintain the efficiency of District operations;
34 determine the curriculum; build, move or modify facilities; establish budget
35 procedures and determine budgetary allocation; determine the methods of raising
36 revenue; contract out work; and take action on any matter in the event of an
37 emergency. To improve communication, the District will seek, when appropriate,
38 input from the Association in the adoption or revision of District Policies and
39 Administrative Regulations. Such input shall be encouraged, acknowledged, and
40 valued. In addition, the Board retains the right to hire, classify, assign, evaluate,
41 promote, terminate, and discipline unit members. The District agrees that it does
42 not intend to change its existing practices regarding the discipline of unit
43 members except as outlined in Article 8, Discipline.

44 2.2 **Discipline**

45 The exercise of the foregoing powers, rights, authority, duties and responsibilities
46 by the District, the adoption of policies, rules, procedures, regulations and
47 practices in the furtherance thereof, and the use of judgment and discretion in
48 connection therewith, shall be limited only by the specific and express terms of
49 this Agreement, and then only to the extent such specific and express terms are in
50 conformance with the law.

51 **ARTICLE 3: ASSOCIATION RIGHTS**

52 3.1 **Association Access Rights**

53 The Association shall have the right of access, at reasonable times, to areas in
54 which unit members work, the right to use District bulletin boards, mailboxes, and
55 other means of communication, subject to reasonable regulation, and the right to
56 use District facilities at reasonable times for the purpose of meetings concerned
57 with the exercise of Association rights.

58 3.2 **Association Meeting Tuesdays**

59 There should be no District-wide meeting, workshops, etc., held on Tuesdays. No
60 District-wide or individual site meetings will be scheduled on Tuesdays when
61 decisions are being made that affect school operations and procedures.

62 3.3 **Association President Release Time**

63 The Association President shall be allowed one (1) release day per week for the
64 purpose of problem solving potential grievances and other Association business
65 pertinent to the grievance process. Special consideration shall be made to provide
66 the same substitute teacher for coverage on a specified weekday. The District
67 shall be responsible for the cost of the substitute.

68 3.4 **Association Release Time**

69 The Association shall be entitled to receive up to a total of thirty (30) days of
70 release time per school year for the Association President or designee to conduct
71 Association business provided:

72 3.4.1 The Association notifies the District at least forty-eight (48) hours prior to
73 the desired release time (this time may be waived by the Superintendent).

74 3.4.2 The District is able to hire a qualified substitute.

75 3.4.3 The Association reimburses the District for the cost of the substitute.

76 **ARTICLE 4: EMPLOYEE RIGHTS**

77 4.1 **Academic Freedom**

78 Academic Freedom shall be guaranteed to certificated bargaining unit members in
79 the study, investigation, presentation and open exchange of controversial issues of
80 local, regional, state, national or international nature which have political,
81 economic or social significance.

82 4.2 **Public Complaints**

83 Any student, parent or citizen complaint about a unit member shall be reported to
84 the unit member by the administrator receiving the complaint within forty-eight
85 (48) working hours. Unit members are afforded due process rights in any
86 complaint situation.

87 4.3 **Formal Complaints**

88 4.3.1 **Level 1**

89 Should the involved unit member or the immediate supervisor believe
90 that the allegations in the complaint warrant a meeting, the immediate
91 supervisor or the unit member shall attempt to schedule a meeting
92 between the complainant and the involved unit member. The unit
93 member shall have the right to have an Association representative
94 and/or an administrator present during this meeting. If the
95 complainant refuses to attend the meeting or fails to cooperate with the
96 administrator or unit member to arrange a meeting or fails to advance
97 the complaint to the next level, then the complaint shall be considered
98 withdrawn. The District shall not utilize the complaint in any manner.

99 4.3.2 **Level 2**

100 4.3.2.1 If the site administrator was not involved at Level 1, and
101 the complainant believes the complaint is not resolved,
102 he/she shall meet with the site administrator before
103 proceeding to Level 3. However, if the complainant
104 refuses to attend the meeting or fails to advance the
105 complaint to the next level, then the complaint shall be
106 considered withdrawn.

107 **OR**

108 4.3.2.2 In cases where the site administrator was involved at Level
109 1, the complainant may proceed to Level 3.

110 4.3.3 **Level 3**

111 If the matter is not resolved to the satisfaction of the complainant,
112 he/she may put the complaint in writing and appeal to the
113 Superintendent/Designee. A copy of any written complaint or
114 correspondence between the District and the complainant shall be
115 given to the unit member at all levels of the process. The
116 Superintendent/Designee shall attempt to schedule a meeting between
117 the involved unit member and the complainant. The unit member shall
118 have the right to have an Association representative present during this
119 meeting. If the complainant refuses to attend the meeting, or
120 continued attempts on the part of the Superintendent to arrange the
121 meeting are met with a failure to cooperate on the part of the
122 complainant, or fails to advance the complaint to the next level, then
123 the complaint shall be considered withdrawn and the complaint shall
124 not be utilized by the District in any manner.

125 4.3.4 **Level 4**

126 If the matter is not resolved to the satisfaction of the complainant,
127 he/she may appeal the Superintendent's decision to the District's
128 Governing Board. Copies of any reports or correspondence provided
129 to the Governing Board from the administration shall be given to the
130 unit member. The Governing Board shall render a decision as to the
131 action to be taken by the District relative to the complaint. Insofar as
132 the public complaint process is concerned, the Governing Board's
133 decision shall be final. If after the Governing Board has rendered its
134 decision, the unit member believes the complaint is false and/or based
135 on hearsay, he/she may file a grievance under the provisions of this
136 Agreement. Complaints which are withdrawn, shown to be false, or
137 not sustained by the Grievance Procedure shall neither be placed in the
138 unit member's personnel file nor be used in any evaluation,
139 assignment or disciplinary action against the unit member. No
140 negative or unsatisfactory evaluation shall be predicated on derogatory
141 or negative information, which was received by the unit member's
142 evaluator unless the above procedure has been followed.

143 4.4 **Parental Classroom Visits**

144 4.4.1 Should a parent request to visit a specific class taught by a unit
145 member, the parent shall initially report to the site administrator or
146 designee before the visit. At that time the site administrator or
147 designee shall notify the unit member of the parent's request and the
148 purpose of the visit.

149 4.4.2 The Site Administrator or Designee, in consultation with the unit
150 member, shall schedule the visit in such a manner that it will minimize
151 disruption of classroom activities and be consistent with the parent's
152 and the unit member's schedule.

153 4.4.3 Consistent with this Section, site administrators or designees in
154 collaboration with the site staff, shall develop appropriate rules and
155 regulations for parent visits. Parents shall be allowed to visit their
156 children's classrooms within a reasonable amount of time as required
157 by Education Code Section 51101 and Board Policy/Administrative
158 Regulation 5020.

159 4.5 **Harassment**

160 Appendix A shall contain the District Policy and Administrative Guidelines
161 regarding Sexual Harassment; Equal Employment Opportunity; Affirmative
162 Action in Employment & Contracting; Harassment Prohibited.

163 4.6 **Restructuring Terms and Conditions of Employment**

164 Notwithstanding other provisions of this Agreement, including but not limited to
165 the provisions of Article 14, Article 23, and/or Appendix C, the terms and
166 conditions of employment of bargaining unit members shall not be diminished in
167 any way.

168 4.7 **Specialized Procedures**

169 Except for cases of emergency, unit members other than qualified school nurses
170 shall not be required to perform any medical or specialized procedure on a
171 student. These procedures shall include, but not be limited to, specialized
172 feeding, medical testing, diaper changing, specialized lifting, and transporting,
173 injections, catheterization, suction procedures, gavage feeding and drainage.
174 Teachers of students with needs for specialized procedures will be trained in order
175 to assist in cases of emergency.

176 4.8 **IDEA, Section 504**

177 To the extent allowed by law, and to the extent that students and District needs
178 can be met effectively, the District will attempt to place students with exceptional
179 needs so that over a period of five years unit member workload impact will be
180 equitably distributed within each grade level at each school site. In addition,
181 support will be provided, including consultation and educational training with
182 respect to students' specific needs.

183 4.9 **Effect of Recommendations**

184 The District will develop a handbook which will provide guidance regarding
185 serving students with exceptional needs. This handbook shall be distributed to
186 unit members at the beginning of the 2015-2016 school year. The District will

187 consult with the Association prior to the first publication of the document, and
188 thereafter, before any revision.

189 4.10 **Intellectual Property Rights**

190 4.10.1 All works or products created on District time or for District pay will
191 be considered the District's property, unless a written agreement
192 between the unit member and the District states otherwise. The
193 District will receive fair compensation for the approved use of District
194 property and equipment of the creation of marketable products.

195 4.10.2 Upon request, the District will provide the Association with a copy of
196 any contract with an entity providing marketing or production of
197 instructional programs/materials for the District.

198 4.10.3 Before a unit member creates any intellectual property on the District's
199 behalf outside the unit member's regular assignment, an individual
200 contract will be executed with the individual unit member. This
201 agreement will be format "A1" or "A2" (if the employee is solicited to
202 do a specific project) or "B" (if the employee presents an independent
203 product or concept not based on District curriculum). The formats for
204 these contracts are attached and incorporated into this Agreement as
205 Appendix G.

206 4.10.4 The Association will be provided a copy of each proposed contract
207 before the unit member executes the contract. The Association will
208 have the right to represent the unit member in these discussions, and
209 will also have the right to represent the entire unit's interests regarding
210 the pay provisions or other working conditions.

211 4.10.5 The terms and conditions for work undertaken prior to the date of this
212 Agreement will be completed under the terms agreed to at the outset of
213 that work. But all work currently conducted either by the District or
214 by a contracting entity on the District's behalf, will be converted to the
215 above contractual format as soon as administratively feasible.

216 4.10.6 Notwithstanding other provisions of this Agreement, including but not
217 limited to the provisions of Appendix G, the terms and conditions of
218 employment of bargaining unit members shall not be diminished in
219 any way.

220 **ARTICLE 5: ORGANIZATIONAL SECURITY**

221 5.1 **Member Definition**

222 Any unit member who is a member of the California Teachers Association of
223 Berryessa/California Teachers Association/National Education Association, or
224 who has applied for membership, may sign and deliver to the District an
225 assignment authorizing deduction of unified membership dues, initiation fees and
226 general assessments in the Association. Pursuant to such authorization, the
227 District shall deduct one-tenth (1/10) of such dues from the regular salary check
228 of the unit member each month for ten (10) months. Deductions for unit members
229 who sign such authorization after the commencement of the school year shall be
230 appropriately prorated to complete payments by the end of the school year.

231 5.2 **Automatic Membership**

232 Any unit member who is not a member of the California Teachers Association of
233 Berryessa/CTA/NEA, or who does not make application within thirty (30) days of
234 the effective date of this Agreement, or within thirty (30) days from the date of
235 commencement of assigned duties within the bargaining unit, shall become a
236 member of the Association or pay to the Association a service fee in an amount
237 equal to membership dues, as determined by the Association payable to the
238 Association in one lump sum cash payment in the same manner as required for the
239 payment of membership dues; provided, however, that the unit member may
240 authorize payroll deduction for such fee in the same manner as provided in
241 Section 5.1 of this Article. In the event that a unit member shall not pay such a
242 fee directly to the Association, or authorize payment through payroll deduction as
243 provided in Section 5.1, the Association shall so inform the District, and the
244 District shall immediately begin automatic payroll deduction as provided in
245 Education Code Section 45061 and in the same manner as set forth in Section 5.1
246 of this Article. The Association shall pay the additional costs, if any, for
247 mandatory Agency Fee deductions.

248 5.3 **Membership Exceptions**

249 5.3.1 Any unit member who is a member of a religious body whose
250 traditional tenets or teachings include objections to joining or
251 financially supporting employee organizations shall not be required to
252 join or financially support the California Teachers Association of
253 Berryessa/CTA/NEA as a condition of employment; except that such
254 unit member shall pay, in lieu of a service fee, sums equal to such
255 service fee to one of the following non-religious, non-labor
256 organizations, charitable funds exempt from taxation under Section
257 501(c)(3) of Title 26 of the Internal Revenue Code.

258 5.3.1.1 United Way of Santa Clara County

259 5.3.1.2 Red Cross

260 5.3.1.3 Foundation to Assist California Teachers

261 5.3.2 Such payments of the in-lieu service fee shall be made by authorizing
262 the District to deduct one-tenth (10th) of such in-lieu fee from the
263 regular salary check of the unit member each month for ten (10)
264 months or by a single lump sum cash payment directly to the non-
265 profit organization.

266 5.4 **Membership Proof of Payments**

267 Proof of payment and a written statement of objection, along with verifiable
268 evidence of membership in a religious body whose traditional tenets or teachings
269 object to joining or financially supporting unit member organizations, pursuant to
270 Section 5.3 above, shall be made to the Association. Proof of payment shall be in
271 the form of receipts, deduction card, and/or canceled checks indicating the
272 amount paid, date of payment, and to whom payment in lieu of the service fee has
273 been made. Such proof shall be presented on or before September thirteenth
274 (13th) of each school year.

275 5.5 **Grievance Expenses**

276 Any unit member making payments as set forth in Section 5.3 and 5.4 above, and
277 who requests that the grievance or arbitration provisions of this Agreement be
278 used in his or her behalf, shall be responsible for paying the reasonable cost of
279 using said grievance or arbitration procedures.

280 5.6 **Membership Dues**

281 With respect to all sums deducted by the District pursuant to Section 5.1 and 5.2
282 above, whether for membership dues or agency fee, the District agrees to
283 authorize the County to remit such monies to the Association. The District shall
284 provide an alphabetical list of unit members to the Association on a monthly basis
285 and indicate for whom such deductions are being made, categorizing them as to
286 membership or non-membership in the Association, and indicating any changes in
287 personnel from the list previously furnished.

288 5.7 **Association/District Agreement**

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

291 5.8 **Exclusive Rights**

292 The Association shall indemnify and hold harmless the District and its Board
293 individually and collectively, from any legal costs and damages arising from
294 claims, demands or liability by reason of litigation arising from this Article,
295 provided that this obligation applies to litigation brought by third parties and not
296 to disputes between the Association and the District over the interpretation or
297 application of this Article. CTA shall have the exclusive right to decide and
298 determine whether any action or proceeding referred to in this Article shall or
299 shall not be compromised, settled, dismissed or appealed.

300 **ARTICLE 6: PAYROLL DEDUCTIONS**

301 6.1 The District will deduct from the pay of Association members and pay to the
302 Association the normal and regular monthly Association membership dues as
303 voluntarily authorized in writing by the unit member on the District forms subject
304 to the following conditions:

305 6.2 Such deduction shall be made only upon submission of the District form to the
306 designated representative of the District duly completed and executed by the unit
307 member and the Union.

308 6.3 The District shall not be obligated to put into effect any new, changed or
309 discontinued deduction until the pay period commencing fifteen (15) working
310 days or more after such submission.

311 **ARTICLE 7: GRIEVANCE**

312 7.1 **Problem Solving Procedures**

313 Prior to implementation of the Procedures for Grievance, unit members are
314 encouraged to attempt to identify and resolve a problem informally. Both the unit
315 member and the District have the right to a conferee at the problem solving
316 conferences. No reprisals shall be invoked against any unit member for
317 processing a grievance. The parties are encouraged to work together at all stages
318 of the grievance procedure to resolve grievances.

319 7.2 **Grievance Alternative**

320 Unit members with concerns, that do not meet the grievance definition, have the
321 opportunity to bring their concerns to the appropriate District Office administrator
322 and/or the Superintendent after consultation with the site administrator or
323 department supervisor.

324 7.3 **Definitions**

325 7.3.1 **Grievance**

326 A grievance is an allegation by a grievant that he/she has been
327 adversely affected by a violation of the specific provision of the
328 contract. Actions to challenge or change the policies of the District as
329 set forth in the rules and regulations, or administrative procedures,
330 must be undertaken through separate processes.

331 7.3.2 **Conferee**

332 A conferee is a fellow faculty member, department head, supervisor,
333 administrator, organization representative, or other District employee,
334 chosen by the unit member, who can assist the unit member and
335 District in resolving the dispute prior to Level 4 (Arbitration).

336 7.3.3 **Working Day**

337 During the school year, a working day is any calendar workday in the
338 basic work year for unit members as defined and determined in
339 Sections 14.8.1 and 14.8.2. During the summer recess, a “working
340 day” is any day on which the administrative office of the District is
341 open for business. These definitions of “working day” apply only to
342 Article 7.

343 7.3.4 **Grievant**

344 A grievant is a unit member, a group of unit members having the same
345 grievance or the Association when filed by the Association President
346 or designee.

347 7.4 **Procedures for Grievance**

348 7.4.1 Except by mutual agreement, failure by the employer at any level to
349 communicate a decision within the specified time limit shall permit the
350 grievant to proceed to the next level.

351 7.4.2 Except by mutual agreement, failure by grievant, at any level, to
352 appeal a grievance to the next higher level within the specified time
353 limit shall be considered acceptance of the grievance at that level.

354 7.4.3 All meetings to process grievances will be conducted in District
355 facilities.

356 7.4.4 If the Level 2 conference with the Superintendent or designee is
357 scheduled by the Superintendent during the instructional day, the
358 grievant and one Association representative will receive time off from
359 instructional duties for the purpose of processing the grievance. The
360 grievant must be present at each conference of each level of the
361 grievance process.

362 7.4.5 All deadlines set forth in Article 7 shall be calculated by excluding the
363 first working day, and including the last.

364 7.4.6 The parties may, by mutual agreement, extend the deadlines set forth
365 in Article 7.

366 7.5 **Level 1 – Immediate Supervisory Administrator**

367 7.5.1 Within ten (10) working days after grievant knew, or by reasonable
368 diligence could have known, of the condition upon which the
369 grievance is based, the grievant may present his/her grievance in
370 writing, on the form attached to this Agreement as Appendix I, to the
371 administrator with immediate administrative responsibilities for the
372 position to which the grievant is assigned. The grievant shall send
373 copies of the grievance to all conferees and the Association, and list all
374 conferees on the grievance.

375 7.5.2 The statement of grievance shall be a clear, concise statement of the
376 circumstances on which the grievance is based, the persons involved,
377 and the remedy sought

378 7.5.3 Either party to the grievance shall have the right to request a meeting
379 and may request a conferee to attend during Level 1.

380 7.5.4 The immediate supervisor shall communicate his/her decision to the
381 unit member in writing within ten (10) working days after receiving
382 the grievance.

383 7.6 **Level 2 – Superintendent or Designee**

384 7.6.1 The grievant may appeal the decision from Level 1 to the
385 Superintendent or designee within ten (10) working days after
386 receiving it and may request a conference between the grievant and the
387 Superintendent or designee. The grievant shall file the Level 1 appeal
388 in the Office of Human Resources. A copy of the appeal shall be
389 furnished to the Level 1 supervisor and the President of the
390 Association.

391 7.6.2 The conference shall be held and the Superintendent or designee shall
392 communicate his/her decision to the grievant within ten (10) working
393 days of the appeal date.

394 7.6.3 Copies shall be sent to the District-level administrator and the
395 President of the Association. The grievant may bring a conferee to the
396 conference with the Superintendent. An Association representative
397 may also attend the conference with the Superintendent.

398 7.7 **Level 3 – Mediation**

399 7.7.1 If the grievant and/or the Association are not satisfied with the
400 disposition of the grievance, or if no disposition had occurred pursuant
401 to the provisions of Level 2, the Association and the District may
402 agree to refer the grievance to mediation.

403 7.7.2 The Association and District will agree upon a mutually acceptable
404 mediator and may request a mediator from the California State
405 Mediation/Conciliation Service, or any other mutually agreeable
406 recognized dispute resolution center to assist the parties in the
407 resolution of the grievance.

408 7.7.3 If an agreement is reached, the agreement shall be reduced to writing
409 and shall be signed by the grievant, the Association and the District.

410 7.7.4 In the event that the Association and the District have not resolved the
411 grievance with the assistance of the mediator within ten (10) days from
412 the first meeting held by the mediator, either the District or the
413 Association may terminate Level 3 and the grievance may proceed to
414 Level 4.

415 7.8 **Level 4 – Arbitration**

416 If the grievant is not satisfied with the disposition at Level 2 or the time limits
417 expire without the issuance of the Superintendent's written reply, the Association
418 may, within ten (10) working days, submit the grievance to arbitration. The
419 parties to the arbitration are the District and the Association. The Association
420 shall submit the notice of intent to arbitrate in writing to the Superintendent and
421 Assistant Superintendent of Personnel Services within ten (10) working days after

422 receiving the Superintendent/designee's Level 2 decision (or if no Level 2
423 decision is provided within ten (10) working days after the Level 2 response due
424 date). At the request of either party, a certified shorthand reporter shall be
425 employed to personally record verbatim the entire hearing. The parties shall share
426 equally the cost of the reporter. If either party desires a transcript, that party shall
427 pay the cost of the transcript.

428 7.8.1 **Functions of the Arbitrator are:**

429 7.8.1.1 To hold a hearing concerning the grievance.

430 7.8.1.2 To render a written decision to the Association and the
431 District within twenty (20) working days after the closing
432 of the hearing.

433 7.8.2 **Selection of the Arbitrator**

434 7.8.2.1 Within ten (10) working days after written notice of
435 submission to arbitration, the Association and the
436 Superintendent will agree on a mutually acceptable
437 arbitrator competent in the area of grievance and will
438 obtain commitment from said arbitrator to serve.

439 7.8.2.2 In case agreement is not reached regarding an arbitrator, the
440 California State Conciliation Service or the American
441 Arbitration Association will be requested to supply an
442 arbitrator list. Thereafter, the arbitrator shall be selected
443 from the list by each party alternately striking a name, until
444 one name remains. The party striking first shall be
445 determined by a flip of the coin.

446 7.8.2.3 The District and the Association will share equally the
447 payment of the services and expenses of the arbitrator.

448 7.8.3 **Powers and Limitations of the Arbitrator:**

449 7.8.3.1 The arbitrator shall consider only those issues that have
450 been properly carried through all prior steps of the
451 Grievance Procedure.

452 7.8.3.2 The arbitrator shall afford District representatives and the
453 Union, a reasonable opportunity to present evidence,
454 witnesses, and arguments.

455 7.8.3.3 The jurisdiction of the arbitrator shall be confined to a
456 determination of the facts and interpretation of the
457 provisions of this Agreement.

458 7.8.3.4 The arbitrator shall have no authority to interpret any state
459 or federal law when the compliance or non-compliance
460 therewith might be involved in the consideration of the
461 grievance or to award punitive damages.

462 7.8.3.5 The arbitrator's decision shall be final and binding, except
463 that awards equal to or greater than \$200,000 shall be
464 advisory decisions to the Board of Trustees.

465 7.9 **Advisory Decision**

466 The Board of Trustees shall consider the advisory decision of the arbitration at its
467 next scheduled meeting. The Board of Trustees, at its option, shall accept,
468 modify, or reject the arbitrator's decision. In the event the Board of Trustees
469 takes no action within ten (10) working days of the meeting, the decision of the
470 arbitrator shall be the decision of the Board. If the Board elects to modify or
471 reject the decision of the arbitrator, the grievant may request a hearing for the next
472 regular meeting of the Board of Trustees. The decision of the Board of Trustees
473 shall be binding to the extent that no right of the aggrieved to further legal action
474 is abrogated.

475 **ARTICLE 8: DISCIPLINE**

476 Pursuant to the rights reserved to the District in Article 2, the District agrees that unit
477 members shall not be disciplined without just cause. Bargaining unit members may be
478 dismissed only according to the provisions of the Education Code. Suspensions without
479 pay, which exceed fifteen (15) days in length, shall be implemented according to the
480 provisions of the Education Code. Disciplinary action taken pursuant to this Article,
481 including suspensions without pay, which are less than fifteen (15) days in length, shall
482 be grievable under Article 7 of this Agreement.

483 **ARTICLE 9: COMPENSATION**

484 9.1 **2014-2015 Salary Schedule Increase**

485 Effective July 1, 2014, the salary schedule for the 2014-2015 year shall be
486 increased by 5.5 % over the 2013-2014 salary schedule, and is attached to this
487 Agreement as Appendix C1.

488
489 9.2 **2015-2016 Salary Schedule Increase**

490 Effective July 1, 2015, the salary schedule for the 2015-2016 year shall be
491 increased by 4.0% over the 2014-2015 salary schedule. This “2015-2016 Salary
492 Schedule” is attached to this Agreement as Appendix C2. The 2015-2016
493 Psychologist Salary Schedule is attached to this Agreement as Appendix C3, and
494 reflects the 4% salary schedule increase described in this Section 9.2 as well as
495 the additional salary payments required by Sections 9.12 (additional 10%) and
496 9.18 (194-day work year).

497
498 9.3 **2016-2017 Salary Schedule Increase**

499 Effective July 1, 2016, the salary schedule for the 2016-2017 year shall be
500 restructured and increased by 3.75% over the 2015-2016 salary schedule. This
501 “2016-2017 Regular Salary Schedule” is attached to this Agreement as Appendix
502 C4.

503
504 Notwithstanding the 2016-2017 Regular Salary Schedule that is attached as
505 Appendix C4, unit members who are placed at any of steps 4 to 11 of Column E
506 on April 1, 2016, shall be “y-rated” and paid according to the “2016-2017 Y-
507 Rated Salary Schedule” that is attached to this Agreement as Appendix C5.

508
509 The 2016-2017 Psychologist Salary Schedule is attached to this Agreement as
510 Appendix C6, and reflects the increases provided by this Section 9.3 as well as the
511 additional salary payments required by Sections 9.15 and 9.19.

512
513 Notwithstanding the 2016-2017 Psychologist Salary Schedule that is attached as
514 Appendix C6, unit members who are placed at any steps 4 to 11 of Column E on
515 April 1, 2016, shall be “y-rated” and paid according to the “2016-2017 Y-Rated
516 Psychologist Salary Schedule” that is attached to this Agreement as Appendix C7.

517
518 9.4 **2016-2017 and 2017-2018 Per Diem Two (2) Days**

519 For the 2016-2017 and 2017-2018 years only, the work year for unit members
520 who are assigned to a 183 or 184 day work year (pursuant to Article 14.8.1 and
521 14.8.6) shall be increased by two (2) days, and unit members shall be paid at the
522 per diem rate for each of the two additional work days pursuant to Article 14.8.2.
523 Beginning July 1, 2018, the work year shall return to 183/184 work days and the
524 unit members’ salary will reflect that change according to Article 14.8.2.

525

526 9.5 **Experience Movement**

527 The District shall grant the experience step movement annually, on July 1 of each
528 year.

529 9.6 **Initial Salary Schedule Placement**

530 Initial column placement shall be determined by the Superintendent or designee.
531 Initial placement into a salary column shall be based on upper division and
532 graduate units, with one semester unit equivalent to one and one-half quarter
533 units. Units for placement must have been earned subsequent to receiving the
534 Bachelor's degree.
535

536 9.7 **Rate for Hourly Work**

537 Effective July 1, 2002, the District will pay for extra duties and responsibilities
538 that are set forth in Appendix D, "Supplemental Pay Activities." This will
539 include the compensation rate of authorized hourly work shall be calculated as
540 (.000836) x Step 1, Column C of the salary schedule.
541

542 9.8 **Professional Growth**

543 9.8.1 Professional employees are encouraged to pursue a Professional
544 Growth Program composed of (a) graduate study for advanced degrees
545 or (b) a selection of upper division and graduate level courses designed
546 to improve teaching ability, or (c) lower division courses in Math,
547 Science, Computers, and Foreign Language, or courses approved in
548 advance by the Superintendent or Designee. Salary schedule and
549 professional growth movement regulations are delineated in Articles
550 9.20 and 9.21 of this Agreement.

551 9.8.2 No unit member may move from one class to another on the salary
552 schedule unless course work units are earned at an accredited
553 university or college and the unit member complies with the other
554 provisions contained in the Salary Schedule. The unit member should
555 contact the Human Resources Officer if the unit member has any
556 questions regarding whether specific courses qualify for credit toward
557 class movement prior to taking the course. Unit members are
558 encouraged to submit all professional growth units regardless of their
559 placement on the salary schedule.

560 9.9 **Master Stipend**

561 Unit members with an earned master's degree from accredited university shall
562 receive an annual stipend of \$1725.
563

564 9.10 **Doctorate Stipend**

565 Unit members with an earned doctorate from an accredited university shall
566 receive a stipend of three percent (3%) of placement on the salary schedule.

567 9.11 **ELD Compensation**

568 Unit members who have not passed the certification for ELD, or who do not
569 qualify for the first column of the schedule (BA + 30), shall receive 98.35% of the
570 appropriate salary listed on the salary schedule. Effective July 1, 2016, this
571 Section 9.11 shall not apply to unit members assigned to the following
572 classification: Psychologist, Speech Language Pathologist, Social Worker, Nurse,
573 or School Counselor.

574 9.12 **National Board Certification Compensation**

575 Unit members who successfully attain National Board Certification will receive
576 an additional three percent (3.0%) of their placement on the Salary Schedule.

577 9.13 **Teacher Advisors/Instruction Coaches**

578 Unit members who are assigned to serve as Teacher Advisors/Instructional
579 Coaches shall receive an additional ten percent (10%) of their placement on the
580 Salary Schedule.

581 9.14 **Program Specialists**

582 Unit members employed as Program Specialists shall receive an additional ten
583 percent (10%) of their placement on the Salary Schedule.

584 9.15 **Psychologists**

585 Unit members employed as Psychologists shall receive an additional ten percent
586 (10%) of their placement of the regular unit member's Salary Schedule. This
587 10% increase is reflected in the Psychologists' Salary Schedule attached as
588 Appendix C3, Appendix C6, and Appendix C7.

589 9.16 **RSP/SDC/Adaptive PE/Counselor/School Social Worker Stipend**

590 Unit members assigned as RSP, SDC, Adaptive PE, Counselors, or School Social
591 Workers shall receive an annual stipend of \$1,000 per year.

592 9.17 **Speech Language Pathologist Stipends**

593 Unit members assigned as Speech Language Pathologists shall receive the
594 following stipends:

595 9.17.1 Effective July 1, 2016, \$1,000 signing bonus to be paid at the end of the
596 first full month of employment;

597 9.17.2 Effective July 1, 2015, \$1,000 annual stipend for unit members during
598 the first five years of service as an SLP in the District;

599 9.17.3 Effective July 1, 2016, \$2,000 annual stipend for unit members with six
600 or more years of service as an SLP in the District.

601 9.18 **Intern Support Stipends**

602 Effective July 1, 2016, the District shall pay the following annual stipends to unit
603 members who provide support to interns pursuant to formal internship programs:

604 9.18.1 Unit members assigned as Psychologists shall be paid a stipend for
605 providing support to psychologist interns (up to maximum of 3 interns)
606 under the psychologist internship program.

607 9.18.2 Unit members assigned as Speech Language Pathologists shall be paid a
608 stipend for providing support to SLP interns (up to a maximum of three
609 interns) under the SLP internship program.

610 9.18.3 The stipend provided to psychologists and SLPs pursuant to this Section
611 9.15 shall be \$1,000 for the first intern, and \$500 for each additional
612 intern up to a maximum of three interns (\$2,000).

613 9.19 **Unit Members Assigned To Work More Than The Basic Work Year**

614 The salary schedule for unit members assigned to positions with a work year in
615 excess of 183/184 days as stated in Article 14, Sections 14.8.1.1 – 14.8.1.7 shall
616 be increased on a per diem basis. The full annual salary for Psychologists' 194-
617 day work year is included in the Psychologist salary schedules attached as
618 Appendix C3, Appendix C6 and Appendix C7, and no extra per diem pay shall be
619 provided.

620 9.20 **Scholarship Grants**

621 Scholarship grants will be provided for tuition expenses and certification-
622 examination fees for unit members enrolled in programs, which result in
623 credentials or certificates in special education, English-as-a-Second-Language
624 (ESL), bilingual education, mathematics, and science. The maximum grant per
625 fiscal year for tuition expenses will not exceed \$3,000 per year. Certification-
626 examination fees will be paid upon proof of certification. Recipients of grant
627 funding pursuant to this Section 9.20 must sign an agreement to remain employed
628 with the District for two (2) years, or to repay the grant funding.

629 9.21 **Professional Growth Program**

630 9.21 Unit members are encouraged to pursue a Professional Growth
631 Program composed of:

632 9.21.1 Graduate study for advanced degrees

- 633 9.21.2 A selection of upper-division and graduate-level courses
634 designed to improve teaching ability, or
- 635 9.21.3 Lower-division courses in mathematics, science,
636 computers, and foreign language, or courses approved in
637 advance by the superintendent or designee.
- 638 9.21.4 No unit member may move from one column to another on
639 the salary schedule unless course work units are earned at a
640 C/Pass grade or better from an accredited university or
641 college. If the unit member has any questions regarding
642 whether specific courses qualify for credit toward column
643 movement, the unit member should contact the Human
644 Resources Department, prior to taking the course.
- 645 9.21.5 Official transcripts must be on file in the Human Resources
646 Department to verify column placement, and no change in
647 salary may be approved before transcripts are received.
648 Transcripts received by November 1 may apply toward
649 current year's placement and salary will be adjusted to the
650 beginning of the school term. Transcripts received after
651 November 1, but before March 1, may apply toward current
652 year's placement and salary will be adjusted to date the
653 units were completed, but not earlier than the beginning of
654 the school year. Transcripts received on or after March 1
655 will be recognized for column placement the following
656 year.

657 **ARTICLE 10: FRINGE BENEFITS**

658 The District will make available medical, vision, and dental insurance programs and will
659 contribute toward premiums for these insurance programs as described in this Article.

660 10.1 **Medical Premiums**

661 For the school year 2006-2007, medical benefits will be provided by participation
662 in the CalPERS Health Benefits Program, the Public Employees' Medical and
663 Hospital Care Act (PEMHCA). Unit members may choose any one of the plans
664 offered by CalPERS, and must comply with all applicable rules and regulations of
665 the CalPERS Health Benefits Program and PEMHCA. The District shall make
666 contributions toward CalPERS medical premiums for the unit members as
667 described below.

668 10.1.1 **District Basic Contribution for Medical Premiums**

669 As required by California Government Code Section 22892, effective
670 January 1, 2006, the District will contribute \$64.60 per month per
671 eligible full-time unit member for an approved CalPERS health plan
672 option. Effective January 1, 2007, the District Basic Contribution will
673 increase to \$80.80, and thereafter will increase as required by law.
674 The amount required by Government Code Section 22892 shall be the
675 District's Basic employee only medical benefits contribution. This
676 basic contribution is required only to the extent that it is mandated by
677 law and only as long as the District participates in the PEMHCA plan.

678 10.1.2 **District Supplemental Benefits Contribution for Medical**
679 **Premiums**

680 10.1.2.1 Beginning April 1, 2016, the District will provide to each
681 eligible full-time unit member a supplemental monthly contribution
682 toward the costs of the medical plans that, when added to the District
683 Basic Contribution in Section 10.1.1 will not exceed the following
684 monthly amounts:

685 10.1.2.1.1 For unit members enrolled in employee only
686 medical benefits plans: \$646.

687 10.1.2.1.2 For unit members enrolled in two-party
688 medical benefits plans: \$1,337.

689 10.1.2.1.3 For unit members enrolled in family medical
690 benefits plans \$1,706.

691 10.1.2.2 If both spouses are unit members, any employee
692 contribution to medical premiums up to the full family cap
693 listed in Section 10.1.2.1 will be paid by the District.

694 10.2 **Domestic Partners**

695 10.2.1 Domestic partners will be covered by the District's fringe benefit plans
696 to the extent that the District's carriers provide such coverage.

697 10.2.2 The District will provide health benefits for qualified domestic
698 partners of bargaining unit members to the same extent, and subject to
699 the same terms and conditions, as health benefits are available to
700 dependents of unit members under this Agreement. This coverage is
701 conditioned upon the domestic partner meeting all the criteria of
702 California Family Code Section 297, and upon the unit member
703 presenting the District with proof that a valid declaration of domestic
704 partnership has been filed pursuant to the above Family Code Section
705 or with any local agency registering domestic partnerships.

706 10.3 **Dental and Vision Premiums**

707 The District will pay the cost of the dental and vision insurance premiums, up to
708 the combined total of the Delta Dental composite rate and the Vision Services
709 composite rate. The District will maintain the benefit specifications that exist as
710 of September 2003.

711 10.4 **Part-Time Unit Members**

712 The District's medical, dental, and vision premium contributions for part-time
713 unit members shall be prorated based on the ratio of the time employed compared
714 to a full-time unit member in the same job classification.

715 10.5 **Section 125 Plan**

716 A Section 125 plan will be implemented and made available to all unit members.

717 10.6 **Purchase Option for Retirees**

718 Unit members who have retired from District service may buy the District Health
719 and Welfare Program at the retiree's own cost; provided the insurance carriers
720 permit the retirees to do so and the retirees satisfy the insurance carrier's
721 eligibility requirements.

722 **ARTICLE 11: SUMMER SCHOOL**

723 11.1 **Summer School Notification**

724 When the District plans to seek authorization from the Board of Trustees to
725 provide a Summer School Program, the following procedures will apply:

726 11.1.1 The District shall notify the Association of the plan to provide
727 Summer School.

728 11.1.2 The Association shall have the opportunity to provide input into the
729 Summer School Program to be offered to meet student needs as
730 determined by the District.

731 11.2 **Organizational and Curriculum Structure**

732 The District shall have the discretion to determine the Summer School curriculum
733 and structure. On or before April 1 of each year in which Summer School will be
734 provided, the District will meet with up to four (4) interested teachers selected by
735 the Association to discuss the organizational and curricular structure of the
736 program to meet the needs of District students.

737 11.3 **Summer School Pay Rate**

738 The Summer School rate of pay will be based on a 0.7 per diem rate at the
739 appropriate step of Column A (BA + 30) on the current teachers' salary schedule.
740 Those unit members on step 9 or above will be placed on step 9 at the 0.7 per
741 diem rate. Teachers not represented by CTAB Bargaining unit will be placed on
742 step 1 of the salary schedule. Work days shall include one day of on-site
743 preparation/orientation.

744 11.4 **Summer School Sick Leave**

745 Unit members are entitled to one sick leave day for Summer School. In addition,
746 unit members may use one day of their accrued sick leave days during Summer
747 School. The Summer School sick leave day will be accrued if unused.

748 11.5 **Staff Selection Criteria**

749 In selecting teachers for Summer School, the District shall give priority to
750 credentialed and qualified CTAB bargaining unit members over non-unit member
751 applicants. In selecting among or between unit member applicants for a Summer
752 School position, the District shall consider certification, special requirements in
753 the program description, teaching experience in the subject matter or grade level,
754 major/minor field of study, and documented strengths and weaknesses. When
755 two or more unit members are considered equal by the District, the District shall
756 select the most senior unit member applicant for the Summer School position. If
757 a unit member is not selected for summer School, he/she may request in writing

758 the reason for the non-selection. The District shall respond in writing within five
759 work days of receiving the request.

760 11.6 **Written Expectations**

761 To the extent possible, the District shall give written expectations of teachers'
762 responsibilities to each unit member selected to serve as a Summer School teacher
763 at least five (5) calendar days before the end of the unit member's regular work
764 year.

765 **ARTICLE 12: ASSIGNMENT, TRANSFER, AND FILLING**
766 **OF VACANCIES**

767 12.1 **General Provisions for Assignment and Transfer**

768 12.1.1 Insofar as conditions permit, the District shall make specific school
769 and grade level assignments no later than May 1.

770 12.1.2 In the event that unforeseen circumstances occur which result in an
771 opening subsequent to May 1, the District shall attempt to notify the
772 affected teacher(s) immediately. Written notice will be provided, and
773 the District, to every extent possible, shall follow the appropriate
774 contractual provisions.

775 12.1.3 In the case of bargaining unit members who transfer for any reason,
776 the District shall provide transportation and personnel to move
777 classroom/learning materials to the new school site. In the case of
778 involuntary transfer or an involuntary move to a new classroom within
779 a school site, in order to inventory, pack, and move teacher property
780 and authorized school property, teachers will be paid at the hourly rate
781 for work authorized to be performed on weekends or non-school days
782 and after the last bell ending the regular school day for all students, up
783 to a maximum of twenty (20) hours. All administratively initiated
784 moves within school sites and to other school sites will be paid by the
785 District.

786 12.1.4 Formalized written channels whereby all personnel may express their
787 interest regarding transfers will be provided.

788 12.1.5 Nothing in Article 12 shall be implemented in a manner inconsistent
789 with the requirements of Education Code Section 35036. (Copy
790 attached as Appendix J.)

791 12.1.6 Notwithstanding any provisions of this Article, the site administrator
792 of any school ranked in deciles 1 to 3 inclusive on the Academic
793 Performance Index may refuse to accept a teacher who applies for a
794 transfer to a vacancy in the site administrator's school.

795 12.1.7 Nothing in this Article limits the Governing Board's authority to make
796 transfers, assignments, and reassignments pursuant to Education Code
797 44955.

798 12.2 **Assignment of Unit Members**

799 12.2.1 Unit members shall not be assigned arbitrarily or capriciously.

800 12.2.2 Unit members new to the District shall receive assignment from the
801 Human Resources Office. All other unit members will be assigned
802 annually by the site administrator or the appropriate supervisor.

803 12.2.3 A unit member will be assumed to prefer his/her current assignment at
804 the school site unless that unit member notifies the site administrator
805 of a desire to change assignment. This interest in change of
806 assignment must be submitted by March 1.

807 12.2.4 By March 15 the site administrator shall provide all unit members with
808 their preliminary assignments for the following school year.

809 12.3 **Reassignment**

810 12.3.1 Subsections 12.3.2, 12.3.4, 12.3.5, 12.3.6, 12.3.7, 12.3.8 and 12.3.9
811 shall not apply to unit members assigned to middle schools. Only
812 subsection 12.3.3 of section 12.3 (Reassignment) applies to middle
813 schools.

814 12.3.2 Definition for elementary schools only: Reassignment is the change of
815 assignment within the same elementary school building or site. At the
816 elementary school level, unit members serving as regular education
817 classroom teachers are assigned to a particular grade level(s).

818 12.3.3 Unit members requesting reassignment within a school shall be given
819 priority placement into open assignments within the school before
820 outside voluntary transferees are considered. In all instances, for the
821 purposes of selection between two or more unit members with the
822 required credential for a vacant position, all factors being equal, the
823 more senior member will be selected. In the determination of equality
824 between two or more unit members who have requested reassignment,
825 the site staff shall consider: special program needs, the applicant's
826 special training, professional skills, academic preparation, experience,
827 and major/minor fields of study of each unit member.

828 12.3.4 The District shall not reassign unit members for arbitrary or capricious
829 reasons.

830 12.3.5 At the written request of the unit member, the District shall provide the
831 reasons for the reassignment in writing.

832 12.3.6 Except when the needs of the District require it or the unit member
833 requests a change in assignment, a unit member in an elementary
834 school assignment will not be subject to reassignment more often than
835 once in two consecutive school years. Assignments to and from
836 combination classes at the elementary school level are governed by
837 subsection 12.3.8. (See also subsection 12.3.8 regarding combination
838 classes.)

839 12.3.7 Whenever possible, a unit member shall be given at least ten working
840 days notice of a reassignment.

841 12.3.8 A unit member reassigned during the school year (i.e. after the student
842 school year has begun) shall be allowed at least three (3) days of
843 release time for the purpose of preparing for the new assignment. The
844 unit member shall receive assistance in moving materials, or shall
845 receive hourly pay for authorized time spent moving as specified in
846 12.1.3.

847 12.3.9 Elementary school site administrators will discuss the assignment of
848 regular education combination classes with certificated staff before
849 making such assignments. Elementary school site administrators will
850 seek volunteers to teach combination classes before making decisions
851 to assign unit members to teach combination classes. Elementary
852 school site administrators shall consider volunteers to teach
853 combination classes before making assignments to combination
854 classes, but shall not be required to select the volunteer. Unless the
855 needs of the District and students call for it, probationary unit
856 members will generally not be assigned to teach elementary school
857 combination classes. An elementary school unit member assigned to
858 teach a combination class pursuant to this subsection who requests a
859 change in assignment to a single grade pursuant to subsection 12.2.3
860 shall be reassigned to a single grade in the following school year if at
861 all possible. This subsection 12.3.9 does not apply to special
862 education classes containing students from more than one grade level
863 or age level.

864 12.4 **Voluntary Transfer Between School Sites**

865 12.4.1 Site administrators shall notify the Human Resources Office by March
866 15 of vacant positions at their school sites remaining after assignments
867 are made. The Human Resources Office shall communicate to all
868 certificated unit members a list of known vacant positions for the
869 following school year by March 25 of each school year. A
870 Certificated Request For Transfer Form will be included with this
871 communication. Unit members who seek placement in open positions
872 shall be placed in the following priority order: individuals transferred
873 due to school closure; individuals subject to involuntary transfer;

- 874 individuals who seek reassignment to open positions in their own
875 school site; and individuals who seek voluntary transfers.
- 876 12.4.2 Requests for transfer between schools shall be in writing on forms
877 obtained from the Human Resources Office. Such requests must be
878 submitted to the Human Resources Office by April 1. Forms shall be
879 filled out in triplicate, with copies to the site administrator where the
880 vacancy exists, the teacher initiating the request, and the Human
881 Resources Office. These requests shall include the school, the grade
882 and/or subject to which the teacher desires to be assigned. A unit
883 member requesting a transfer shall be notified by the Human
884 Resources Office within 10 working days of the request.
- 885 12.4.3 It shall be the responsibility of the Human Resources Office to process
886 all transfer requests. In determining which teacher shall be transferred,
887 the Human Resources Office shall give consideration to any special
888 program needs, and the applicant's special training, professional skills,
889 academic preparation, experience in the grade level of vacancy,
890 experience in related fields and length of service in the District.
- 891 12.4.4 In all instances, for the purposes of selection between two or more unit
892 members, with the required credential for a vacant position, all factors
893 being equal, the District shall select the more senior member if the
894 selection decision is made on or before April 15 for the following
895 school year. As required by Education Code Section 35036, after
896 April 15, the seniority priority described in this subsection shall not
897 apply. In the determination of equality between two or more unit
898 members who have applied for an open position, the District shall
899 consider: special program needs, the applicant's special training,
900 professional skills, academic preparation, experience, and major/minor
901 fields of study, competencies, past evaluations, and advanced degrees
902 of each unit member.
- 903 12.4.5 The Human Resources Officer shall provide unit members requesting
904 a transfer from one school to another with a written statement
905 regarding the status of their request within ten (10) working days after
906 receipt of the transfer request. Written notice will also be given upon
907 final decision.
- 908 12.4.6 In those cases where the needs of the District make it necessary to
909 deny the request of the unit member, it shall be the responsibility of
910 the Superintendent or his/her designee to make the reasons for such
911 denial clear to the unit member requesting transfer. At the unit
912 member's written request, the District shall provide the reasons for the
913 denial in writing.

914 12.4.7 A permanent unit member's request for transfer to another school shall
915 have first consideration over newly employed certificated personnel,
916 unless the selection decision is made after April 15 for the following
917 school year, in which case this consideration priority shall not apply.

918 12.5 **Involuntary Transfer due to Reduced Enrollment**

919 12.5.1 In those cases where transfer or reassignment is necessary, during the
920 school year, it shall be the District's policy to: (1) give first
921 consideration to voluntary transfers or reassignment, (2) seek such
922 changes through consultation with individuals requested to transfer or
923 be reassigned, (3) provide ample time to make necessary arrangements
924 for such transfer or reassignment, and (4) in the case of involuntary
925 transfer, the site administrator shall first seek volunteers. If no
926 volunteers are found, the site administrator must select the least senior
927 unit member (based on the District's Certificated Seniority List).

928 12.5.2 The Human Resources Officer shall provide a unit member transferred
929 under this policy with a listing of current openings in the District and
930 make reasonable effort to find a satisfactory reassignment similar to
931 the one vacated.

932 12.5.3 In no event shall transfer or reassignment of a certificated unit member
933 be initiated, prior to a conference with the unit member being
934 transferred. No information regarding the decision to transfer or
935 reassign shall be publicized prior to a conference with the unit
936 member.

937 12.6 **Involuntary Transfers**

938 12.6.1 **Standards for Transfers**

939 Unit members shall not be transferred arbitrarily or capriciously.

940 12.6.2 **Site Administrator Initiated Transfer**

941 12.6.2.1 The site administrator may request the transfer of a unit
942 member. Such a request shall be initiated with a
943 conference between the unit member and site administrator.

944 12.6.2.2 The unit member may be accompanied by a representative.
945 This conference and notification must take place by June 1.

946 12.6.2.3 The following criteria must be used in determining a
947 decision to administratively transfer a unit member: (1)
948 warning with documentation of behavior; and (2)
949 intervention(s) with documentation. These steps must be
950 taken prior to notifying a unit member of administrative
951 transfer.

952 12.6.2.4 The conference shall be summarized in writing by the site
953 administrator with copies sent to the unit member, the
954 representative, and the Superintendent or designee.

955 12.6.2.5 A unit member being considered for an administrative
956 transfer may request a conference with the Superintendent
957 or designee within five (5) working days following the site
958 administrator/unit member conference.

959 12.6.2.6 In the event of an egregious act(s) by a unit member, a site
960 administrator may recommend an immediate involuntary
961 transfer. The transfer may be implemented only after
962 review by the Association and District. This review will
963 take place within five (5) working days of the site
964 administrator's recommendation.

965 12.6.3 **Superintendent Initiated Transfer**

966 The Superintendent or designee may transfer a unit member from one
967 position to another, for which the unit member is qualified, within the
968 District, when the Superintendent concludes that such a transfer is in
969 the best interest of the District. Unit members being transferred may
970 apply for any vacant position.

971 12.7 **Transfer due to School Closure**

972 The Human Resources Officer and the site administrator(s) of the school(s) to be
973 closed shall meet with the President of the California Teachers Association of
974 Berryessa and a teacher representative from each school to be closed prior to the
975 end of any school year in which a school(s) is/are to be closed to determine
976 whether special circumstances exist which require the following criteria to be
977 changed. If the parties can agree on the needed changes or additions, those
978 changes shall be implemented for that year only.

979 12.7.1 **Criteria for Transferring Unit Members due to School Closure**

980 In transferring unit members due to school closure, consideration will
981 be given to the following criteria:

982 12.7.1.1 The individual desires of the unit member as indicated on
983 the request for transfer form.

984 12.7.1.2 The unit member's professional training and skills, and
985 length of service in the District.

986 12.7.1.3 As positions become available in the District, affected unit
987 members will be informed of those positions and will be
988 given first choice. In addition, they will receive priority in
989 terms of placement at schools receiving their students.
990 Efforts will be made to confirm their new assignments for
991 the coming school year prior to the last day of school.

992 12.7.2 **Moving Assistance for Unit Members Transferred due to School**
993 **Closure**

994 12.7.2.1 The District shall provide transportation and personnel to
995 move classroom materials to the new school site.

996 12.7.2.2 In order to inventory, pack, and move teacher property and
997 authorized school property, unit members will be paid at
998 the hourly rate for work authorized to be performed on
999 weekends or non-school days and after the last bell ending
1000 the regular school day for all students, up to a maximum of
1001 twenty (20) hours.

1002 **ARTICLE 13: CLASS SIZE**

1003 The changes to this Article 13 made in settlement of 2014-2015 negotiations shall be
1004 effective on January 1, 2015.

1005 13.1 **Staffing**

1006 13.1.1 Staff will be assigned according to regular staffing ratios that shall not
1007 exceed for following:

1008 13.1.1.1 24:1 at K-3 level;

1009 13.1.1.2 30.5:1 at grades 4-5 level; and

1010 13.1.1.3 32:1 at the middle school.

1011 13.1.2 **Staffing Ratio Calculation**

1012 13.1.2.1 **Grade K-3**

1013 For purposes of determining the grade K-3 staffing ratio,
1014 divide the total enrollment at the school in grades K-3 by
1015 24. The resulting quotient represents the number of
1016 teachers necessary to maintain the 24:1 staffing ratio. If the
1017 quotient is not a whole number, it will be rounded up if any
1018 fractional amount is equal to or greater than 0.5, and
1019 rounded down if any fractional amount is less than 0.5.
1020 The 24:1 staffing ratio will be deemed met if the school's
1021 total K-3 enrollment at the school divided by the number of
1022 teachers assigned to teach grades K-3 is 24.49 or less.

1023 13.1.2.2 **Grade 4-5**

1024 For purposes of determining the grade 4-5 staffing ratio,
1025 divide the total enrollment at the school in grades 4-5 by
1026 30.5. The resulting quotient represents the number of
1027 teachers necessary to maintain the 30.5:1 staffing ratio at
1028 the school. If the quotient is not a whole number, it will be
1029 rounded up if any fractional amount is equal to or greater
1030 than 0.5, and rounded down if any fractional amount is less
1031 than 0.5. The 30.5:1 staffing ratio will be deemed met if
1032 the school's total grade level enrollment in grades 4-5
1033 divided by the number of teachers assigned to teach those
1034 grades is 30.49 or less.

1035 13.1.2.3 **Grade 6-8**

1036 For purposes of determining the grade 6-8 staffing ratios,
1037 divide the total enrollment at the school in grades 6-8 by

1038 32. The resulting quotient represents the number of
1039 teachers necessary to maintain the 32:1 staffing ratio at the
1040 school. If the quotient is not a whole number, it will be
1041 rounded up if any fractional amount is equal to or greater
1042 than 0.5, and rounded down if any fractional amount is less
1043 than 0.5. The 32:1 staffing ratio will be deemed met if the
1044 school's total grade level enrollment in grades 6-8 divided
1045 by the number of teachers assigned to teach those grades is
1046 32.49 or less.

1047 13.1.3 **Grade K-3 Alternative Staffing Ratio**

1048 Pursuant to Education Code Section 42238.02 (d) (3), the parties agree
1049 to an alternative annual average class enrollment requirement for each
1050 school site in grades K-3, including Transitional Kindergarten, as set
1051 forth in this Section 13.1.3. The regular K-3 staffing ratio defined in
1052 Section 13.1.1.1 may be exceeded at a school site if the District makes
1053 the class size payments required by Sections 13.2.2.1 and 13.2.2.2.
1054 The alternative annual average class enrollment authorized by this
1055 section 13.1.3 shall not be more than two (2) students above the
1056 regular K-3 staffing ratio set forth in Section 13.1.1.1 (i.e. no more
1057 than 26:1).

1058 Within fifteen (15) days of the District's request, CTAB agrees to
1059 reopen negotiations on the K-3 alternative ratio if any audit guidelines,
1060 regulations issued by the State Board, or directives from the State
1061 Department of Education or State Controller's office are issued that
1062 are inconsistent with the language set forth in this Article 13.

1063 13.1.4 For the purpose of staffing at the beginning of the school year, as soon
1064 as the average regular class size in a school exceeds the staffing ratio
1065 per school, the principal shall contact the District Office and determine
1066 what action can be taken to accommodate the excess of students in the
1067 school. The District will take action as soon as practicable, and in no
1068 instance later than 20 school days from the beginning of the school
1069 year. The required action shall include, but need not be limited to the
1070 overload provisions of section 13.2 below.

1071 13.1.5 At the middle school, different strategies may be employed to maintain
1072 the 32:1 ratio, including allowing existing staff to teach extra sections,
1073 up to a maximum of ten (10) sections at each middle school.

1074 13.1.5.1 Teachers who agree to teach an extra period shall receive
1075 compensation based on the following formula: base salary
1076 $\times .167/180 =$ rate per section per day which will not be
1077 creditable to the STRS Defined Benefits Plan, but may be
1078 credited to the STRS Supplemental Plan. If the period
1079 occurs during the periods 1-6, teachers shall be required to

1080 extend their school day by one period. Teachers electing
1081 this option shall conform to Article 14.3.

1082 13.1.5.2 The site administrator and school staff will determine
1083 variations in class size according to program needs.

1084 13.1.5.3 Special Education staff shall not be included in determining
1085 student ratio.

1086 **13.2 Class Size Overage Payments**

1087 13.2.1 **Grade K-3 Class Size Overage Payments**

1088
1089 Unit members assigned as classroom teachers in grades K-3 shall be paid
1090 \$5 per student per day for each student in excess of 24 students in the
1091 class.
1092

1093 13.2.2 **Grades 4-5 Class Size Overage Payments:**

1094 Unit members assigned as classroom teachers in grades 4-5 shall be paid
1095 \$5 per student per day for each student in excess of 31 students in the
1096 class.
1097

1098 13.2.3 **Combination Class Calculation:**

1099
1100 For purposes of calculating staffing ratios and class size payments at
1101 elementary schools, a combination class shall be counted as part of the
1102 lowest grade level in the combination (e.g., a grade 3/4 combination will
1103 be counted as a grade 3 class).
1104

1105 13.2.4 **Middle School Grade-Level Staffing/Class Size Penalty**

1106 The District will provide class size payments in middle schools to any
1107 teacher when the total number of students enrolled in the teacher's classes
1108 exceeds the following numbers:
1109

1110 - 160 students in required core classes in math, science, English language
1111 arts, social sciences, and any English Language Development classes in
1112 these required core subjects;

1113

1114 - 180 students in physical education classes;

1115

1116 - 170 students in elective classes other than music;

1117

1118 - 210 students in music classes.
1119

1119

1120 The middle school class size payment shall be \$1 per day per student in
1121 excess of the number of students listed above. The student thresholds

1122 listed above shall be prorated if the teacher is assigned to teach classes in
1123 more than one of the subject areas listed above.

1124
1125 **13.2.5 General Class Size Payment**

1126 13.2.5.1 The District will endeavor to balance class enrollments at grade
1127 levels at each school to the extent such balancing is reasonably practicable
1128 and meets the needs of the District and students' instructional needs.

1129 13.2.5.2 No class size payments shall be assessed during the first
1130 attendance accounting period of each school year. (This does not apply to
1131 SDC class size payments required under Section 13.4.4 which begins on
1132 the first day of school.) Attendance accounting periods are approximately
1133 20 student instructional days. In order to avoid the need to calculate actual
1134 enrollment and staffing on a daily basis, all class size payments shall be
1135 determined based on the enrollments, staffing ratios, and/or class sizes
1136 calculated on the last day of each attendance accounting period. The
1137 enrollments, staffing ratios, and/or class sizes calculated on this date shall
1138 be deemed to have been in place for the entire attendance accounting
1139 period, and any class size calculated on the date shall be deemed to have
1140 been in place for the entire attendance accounting period, and any class
1141 size payments shall be based on the data derived from the last day of the
1142 applicable attendance accounting period.

1143 13.2.5.3 All class size payments shall be prorated for part-time teachers.

1144 **13.3 Provisions for Special Education Teachers**

1145 13.3.1 The District will follow the caseload limits for Resource Specialist as
1146 set forth in Education Code 56362 (28);

1147 13.3.2 The District will follow the instructional adult to child ratios for 3-5
1148 year-olds to the extent required by Education Code 56441.5 (1 to 5).

1149 13.3.3 K-8 Speech Language Pathologists (SLP) therapists shall have a
1150 caseload not to exceed 55 unless Education Code 56363.3 is revised.
1151 The caseload shall not exceed the number specified in the Education
1152 Code.

1153 13.3.4 Speech Language Pathologist (SLPs) who serve 3-5 year olds shall
1154 have a caseload not to exceed 40 unless Education Code 56441.7 is
1155 revised. The caseload shall not exceed the number specified in the
1156 Education Code.

1157
1158 13.3.5 If Special Day Classes exceed the following maximums, the District
1159 shall pay the teachers in those classes the amounts specified in Section
1160 13.3.5.3:

- 1161 13.3.5.1 Moderate to Severe (in all schools): 10 students per
1162 teacher.
- 1163 13.3.5.2 Mild to Moderate (in elementary schools only): 14
1164 students per teacher.
- 1165 13.3.5.3 If the number of students assigned to Special Day Classes
1166 exceeds the amounts specified in Sections 13.3.5.1 and
1167 13.3.5.2, the teachers assigned to those classes shall receive
1168 a payment of \$10/student/day for each student in the
1169 Special Day Class over the specified amounts. In addition
1170 to the payment required by this Section 13.3.5.3, if the
1171 number of students assigned to an SDC class exceeds the
1172 amounts specified in Sections 13.3.5.1 or 13.3.5.2 by one
1173 (1) or more students, the Special Education Director shall,
1174 upon the request of the affected SDC teacher, meet to
1175 discuss options for providing additional support to the SDC
1176 teacher in serving the students assigned to the SDC class.
1177 The changes to this Subsection 13.3.5.3, made during 2015-
1178 2016 negotiations, shall become effective on May 1, 2016.
- 1179 13.4 In order to avoid the need to calculate actual enrollment and staffing
1180 on a daily basis, all class size payments shall be determined based on
1181 the enrollments, staffing ratios, and/or class sizes calculated on the last
1182 day of each attendance accounting period. The enrollments, staffing
1183 ratios, and/or class sizes calculated on this date shall be deemed to
1184 have been in place for the entire attendance accounting period, and any
1185 class size calculated on the date shall be deemed to have been in place
1186 for the entire attendance accounting period, and any class size
1187 payments shall be based on the data derived from the last day of the
1188 applicable attendance accounting period.

1189 **ARTICLE 14: HOURS, RESPONSIBILITIES, WORK**
1190 **YEAR**

1191 14.1 **Work Day and Responsibilities**

1192 14.1.1 Unit members shall be at their respective work sites at least one-half
1193 (1/2) hour prior to their first scheduled class of the student day.

1194 14.1.2 The school day for students is set forth in Section 14.11. The regular
1195 student contact day for a classroom teacher will be a minimum of:

1196 14.1.2.1 280 minutes K-3

1197 14.1.2.2 300 minutes 4-5

1198 14.1.2.3 260 minutes 6-8

1199 14.1.3 In addition, unit members are responsible for the following:

1200 14.1.3.1 Implementing the classroom instructional program with
1201 students;

1202 14.1.3.2 Planning for the implementation of the classroom
1203 instructional program;

1204 14.1.3.3 Planning and implementing extracurricular activities for
1205 students;

1206 14.1.4.4 Supervising the conduct and providing for the safety of
1207 children using the playground or building, including yard
1208 duty;

1209 14.1.3.5 Reporting to parents and students on student progress;

1210 14.1.3.6 Participating in groups and activities that include District
1211 parents and staff working jointly for the improvement of
1212 the educational program;

1213 14.1.3.7 Participating in Back-to-School and Open House;

1214 14.1. 3.8 Fulfilling other assigned activities when provided release
1215 time from normal instructional activities, and

1216 14.1.3.9 Adjunct duties as defined in Section 14.2 below.

1217 14.2 **Adjunct Duties**

1218 14.2.1 Adjunct duties are part of a unit member's required responsibilities,
1219 are divided into District and Site requirements, and are not
1220 compensated with additional pay.

1221 14.2.2 Required District-wide adjunct duties include, but are not limited to,
1222 department leadership, site council membership, and leadership team.

1223 14.2.3 Required Site adjunct duties will consist of those duties that are
1224 decided by the staff in collaboration with the site administrator.

1225 14.2.4 The leadership team at each site in collaboration with the site
1226 administrator will annually determine the fair and equitable
1227 distribution of adjunct duties.

1228 14.2.5 In determining the distribution of adjunct duties, the leadership team
1229 and site administrator shall consider the additional workload
1230 associated with special education unit members' regular professional
1231 responsibilities and make appropriate adjustments. Such adjustments
1232 may include a decision not to assign adjunct duties to special
1233 education unit members.

1234 14.2.6 Special education teachers who have not attained permanent status will
1235 not be required to perform adjunct duties.

1236 14.3 **Lunch Period**

1237 All unit members shall be entitled to a minimum duty-free lunch period of thirty
1238 (30) minutes per day.

1239 14.4 **Preparation Periods and School Schedule**

1240 14.4.1 The middle school schedule shall include:

1241 14.4.1.1 A 6-period day schedule including 5 instructional periods
1242 and 1 period set aside exclusively for teacher preparation
1243 and planning.

1244 14.4.1.2 In addition to (1) above, 1 homeroom/advisory period shall
1245 be included in the Middle School schedules.

1246 14.4.2 Elementary special day class teachers shall receive the equivalent of
1247 six (6) days per year of release time (can be broken into half days) to
1248 provide additional time to be used for IEPs, testing and related special
1249 education duties. The release time must be requested at least ten (10)
1250 days in advance, is subject to approval of the site administrator, and
1251 may not be taken adjacent to scheduled school holidays or vacation
1252 breaks.

1253 14.4.3 Pre-K, K-8 teachers will be provided preparation time on at least 18
1254 days per school year when students are released early. This time will
1255 be reserved exclusively for teacher preparation. Other early released
1256 days will be utilized for activities determined by the District.

1257 14.4.4 In addition, teachers in grades 4-5 will be provided two 50-minute
1258 preparation periods during each full week of instruction. Grade 4-5
1259 teachers will be encouraged by the parties to develop a core
1260 curriculum approach to further reduce the requirement for multiple
1261 subject preparation.

1262 14.5 **Mandatory Staff, Grade-Level, And Staff Development Meetings On Early**
1263 **Release Days**

1264 On days on which students are released early, faculty meetings, grade
1265 level/department meetings, staff development, and other mandatory District or
1266 site directed activities shall be scheduled to commence as soon as practicable, but
1267 not later than 15 minutes after the student instructional day ends. These activities
1268 shall be no more than 90 minutes long on early release days.

1269 14.6 **Schedule Development**

1270 14.6.1 Each site staff in collaboration with the site administrator shall:

1271 14.6.1.1 Develop a daily and weekly schedule (with or without
1272 staggered sessions as defined in District Policy) that
1273 provides for the required minutes of instruction exclusive
1274 of recesses (except kindergarten and pre-school, where all
1275 minutes are included as instructional minutes) and lunch
1276 time.

1277 14.6.1.2 Establish the frequency and length of staff meetings, and
1278 establish the guidelines for development of the agenda.
1279 However, the site administrator may call special school
1280 level staff meetings in an emergency (see Appendix B).

1281 14.6.1.3 Develop and implement a process to place students
1282 equitably at each grade level based upon their unique
1283 needs.

1284 14.6.1.4 Establish a break/yard duty schedule that is equitable and
1285 promotes staff wellness.

1286 14.7 **Voluntary Activities**

1287 All the duties listed in Appendix D, (“Supplemental Pay Activities”) are
1288 voluntary. If no unit members volunteer, the District shall make all reasonable
1289 efforts to find non-unit District employees or persons not employed by the District
1290 to perform the duties. If the District cannot meet the identified student needs

1291 through these efforts, the site administrator may assign the duty to unit
 1292 member(s). Performance of these extra duties will not be considered in the
 1293 equitable allocation of the adjunct duties.

1294 14.8 **Work Year**

1295 14.8.1 The basic work year shall be 184 days for new unit members and 183
 1296 for returning unit members (185/186 for the school years 2016-17 and
 1297 2017-18 only as stated in Section 14.8.6), with the following
 1298 exceptions:

| | | | |
|--------------|----------|-------------------------------------|-----|
| 1299 | 14.8.1.1 | Psychologist | 194 |
| 1300 | 14.8.1.2 | Program Specialist | 194 |
| 1301 | 14.8.1.3 | Counselor | 194 |
| 1302 | 14.8.1.4 | Librarian | 194 |
| 1303 | 14.8.1.5 | Nurse | 196 |
| 1304 | 14.8.1.6 | Teacher Advisor/Instructional Coach | 192 |
| 1305 1306 | 14.8.1.7 | School Social Worker | 196 |

1307 14.8.2 Any increase in the length of the year shall result in an increase of one
 1308 current salary per diem for each day of increase. Any reduction in the
 1309 work year shall result in a salary reduction of one per diem for each
 1310 day of reduction.

1311 14.8.3 If program needs arise, unit members can request increased days in
 1312 their work year on an as needed basis.

1313 14.8.4 Psychologist, Program Specialist, Counselor, Nurse, Teacher
 1314 Advisor/Instructional Coach, School Social Workers, and Librarian
 1315 workdays will be scheduled by the appropriate administrator in
 1316 collaboration with the individual before the school year begins.
 1317 During the school year, the workday schedule established pursuant to
 1318 this section may be amended by the appropriate administrator in
 1319 collaboration with the unit member.

1320 14.8.5 For the Resource Specialist, Special Day Class teachers, and Speech
 1321 Language Pathologists the District will budget a pool of extra paid
 1322 days that these unit members may utilize. Individual requests for such
 1323 days must be submitted by the unit member to the Director of Special
 1324 Education with a copy to the immediate supervisor. The Director of
 1325 Special Education has the discretion to approve or deny requests, and
 1326 shall respond to requests for approval within five (5) working days
 1327 after receipt. The additional days will be paid at the per diem rate.

1328 14.8.6 For the 2016-17 and 2017-18 years only, the work year for unit
1329 members who are assigned to a 183 or 184 day work year pursuant to
1330 Section 14.8.1 shall be increased by two (2) days from 184 to 186 days
1331 for new unit members and 183 to 185 days for returning unit members,
1332 and unit members shall be paid at the per diem rate for each of the two
1333 additional work days during the 2016-17 and the 2017-18 years only
1334 as stated in Article 9.4. Beginning July 1, 2018, the work year shall
1335 return to 183/184 work days and the unit members' salary will reflect
1336 that change according to Article 14.8.2

1337 14.9 **Work Calendar**

1338 14.9.1 The basic work year for unit members shall consist of 183 work days
1339 and 180 instructional days (185/186 for the school years 2016-17 and
1340 2017-18 only).

1341
1342 14.9.2 **Development of Work Calendar**

1343 Each year the parties will negotiate the work calendar for unit
1344 members. Prior to the onset of negotiations, and no later than the end
1345 of February, a draft of the work calendar will be submitted to the
1346 parties by a committee consisting of two members selected by the
1347 Association and two by the District.
1348

1349 14.10 **Elementary School Parent Conferencing**

1350 14.10.1 Parent conferencing on student progress shall be scheduled and
1351 performed before or after the regular school day during a three-week
1352 period designated by the site staff in collaboration with the site
1353 administrator in each of the first and second trimesters or quarters
1354 unless the staff and the site administrator at the school site agree to
1355 schedule parent conferences on ten (10) minimum days (5 days in the
1356 fall and 5 days in the spring to be agreed upon prior to the end of
1357 school in the previous year) and adjust the remaining school days
1358 sufficient instructional minutes to meet the minimum annual
1359 instructional minute standard for students.

1360 14.10.2 Each teacher shall submit the schedule of parent conferences to be
1361 held at the school site in writing to the teacher's principal prior to the
1362 start of each conference period. Teachers shall provide all parents
1363 with an opportunity to schedule a conference. Parent conferences shall
1364 be scheduled where special needs and concerns are present.

1365 14.10.3 The District will provide teachers in grades 4 through 5 with release
1366 time for two (2) additional parent conferencing days, one in the fall,
1367 and one in the spring. The school site administrator will schedule
1368 these days in order to ensure the employment of substitute teachers.
1369 The District will make all reasonable efforts to adhere to the

1370 established substitute schedule, and will not arbitrarily cancel the
1371 scheduled substitutes.

1372 14.11 **Instructional Minutes Per Day and Year**

1373 14.11.1 The school day for students shall provide for the following:

1374 14.11.1.1 **Kindergarten**

1375 An average of 240 minutes of instruction daily, inclusive of
1376 20 minutes of recess, and a minimum of an annual total of
1377 360 additional minutes of contingencies. The students'
1378 instructional day shall be no less than 180 minutes.

1379 14.11.1.2 **Grades 1, 2, 3**

1380 An average of 280 minutes of instruction daily, and a
1381 minimum of an annual total of 504 additional minutes for
1382 contingencies. The students' instructional day shall be no
1383 less than 240 minutes.

1384 14.11.1.3 **Grades 4 & 5 and Alternative 6, 7, 8**

1385 An average of 300 minutes of instruction daily, and a
1386 minimum of an additional 504 minutes annually for
1387 contingencies. The students' instructional day shall be no
1388 less than 240 minutes.

1389 14.11.1.4 **Middle School: Grades 6, 7, 8**

1390 An average of 310 minutes of instruction daily, exclusive
1391 of passing time. The students' instructional day shall be no
1392 less than 240 minutes.

1393 14.11.2 The Superintendent may authorize minimum school days as defined in
1394 the California Education Code for parent-teacher conferences, in-
1395 service education and special events. If minimum school days are
1396 authorized, students shall be provided at least the same number of
1397 annual instructional minutes specified in this policy.

1398 14.12 **Substitute Services – Middle School Level**

1399 Certificated unit members at the middle school who serve as substitutes shall be
1400 compensated at the hourly rate for each period that they serve as a substitute.

1401 14.13 **Additional Assignments**

1402 Summer School assignments, temporary administrative assignments, and special
1403 summer projects (such as curriculum development, etc.) shall not fall under the
1404 provisions of this Article.

1405 14.14 **Professional Development**

1406 In the development of staff development programs, the District shall seek and
1407 consider input from teachers and CTAB regarding the content, format, and
1408 scheduling of the programs. The District shall endeavor to provide differentiated
1409 staff development activities appropriated for different grade levels, subject matter
1410 content, and experience levels.

1411 **ARTICLE 15: EVALUATION**

1412 The changes to this Article 15 made in settlement of 2014-2015 negotiations shall
1413 become effective in the 2015-2016 school year.

1414 15.1 **Evaluation Purposes And Goals**

1415 The goals and purposes of the evaluation system are set forth below to assist unit
1416 members and evaluator in focusing on the important elements of an effective
1417 evaluation. The provisions of this Section 15.1 are not subject to the grievance
1418 article.

1419
1420 Throughout the evaluation process, the evaluator and unit member should
1421 acknowledge and be mindful of the multiple activities and responsibilities of
1422 educators that contribute to the improvement of learning and the success of the
1423 school.

1424
1425 15.2 **Evaluation Frequency**

1426 Evaluation frequency and related requirements shall vary depending on the level
1427 of experience of the unit member being evaluated, and shall include the following
1428 minimum requirements.

1429
1430 15.2.1 **Non-Permanent Unit Members:** Non-permanent unit members shall
1431 be evaluated every year.

1432 15.2.2 **Permanent Unit Members:** Except as provided in Section 15.2.2.1
1433 permanent unit members shall be evaluated at least every other year.

1434 15.2.2.1 Five-Year Cycle: As allowed by Education Code Section
1435 44664(a)(3), with the mutual agreement of the evaluator and unit
1436 member, a permanent unit member may be evaluated at least every
1437 five (5) years if he/she has been employed at least ten (10) years with
1438 the District, is highly qualified, if he/she occupies a position that is
1439 required to be filled by a highly qualified professional by the Federal
1440 No Child Left Behind Act as defined in 20 U.S.C.S. 7801, and whose
1441 previous evaluation rated the unit member as meeting standards. The
1442 evaluator or the unit member may withdraw consent for this five-year
1443 evaluation option at any time. The Certificated Evaluation 5-Year
1444 Cycle Form shall be signed by both parties by September 25 to initiate
1445 the five-year evaluation cycle. (See form in Appendix E.)

1446
1447 15.2.3 **All Unit Members Who Received Overall Does Not Meet**
1448 **Standards Ratings:**

1449 Unit members who received an overall “Does Not Meet Standards”
1450 rating, on the most recent evaluation shall be evaluated every year
1451 until the overall rating is “Meets Standards.”

- 1452 15.2.4 **Unit Members On Assistance Plan**
- 1453 Unit members who are on Assistance Plan shall be evaluated every
1454 year until the overall evaluation rating is “Meets Standards.”
1455
- 1456 15.3 **Evaluation Timelines**
- 1457 15.3.1 **On or before September 15:** All unit members who will be formally
1458 evaluated that school year will be notified and informed of who the
1459 designated evaluator will be, and shall be provided with a copy of
1460 Appendix E. Unit members who received Does Not Meet Standards in
1461 prior year’s evaluation shall receive an Assistance Plan by September 15
1462 (see Section 15.14)
- 1463 15.3.2 **On or Before September 25:** If mutual agreement is reached, the
1464 Certificated Evaluation 5-Year Cycle Form shall be signed to allow
1465 evaluation on the 5-year cycle pursuant to Section 15.2.2.1.
- 1466 15.3.3 **On or Before October 1/October 15:** Unit members eligible for and
1467 proposing the Alternative Evaluation Option (Section 15.6) submit
1468 requests to use such option to the designated evaluator no later than
1469 October 1 using the Certificated Alternative Evaluation Form. The
1470 designated evaluator shall approve or deny the request by October 15.
1471
- 1472 15.3.4 **On or Before October 15:** The pre-evaluation planning conference
1473 between evaluator and individual evaluatee shall take place by October 15
1474 of the year in which the evaluation is required. The purpose of this
1475 conference is to review the standards/indicia and rating system set forth in
1476 the evaluation form.
1477
- 1478 15.3.5 **On or Before December 15:** A midyear preliminary review shall be held
1479 in the year of the scheduled evaluation for all non-permanent unit
1480 members.
1481
- 1482 15.3.6 **On or Before January 31:** The first formal observation for non-
1483 permanent unit members shall be completed.
1484
- 1485 15.3.7 **On or Before February 1:** A midyear review is optional for permanent
1486 unit members. To request a midyear review, the evaluator or permanent
1487 unit member shall provide written notice of the request to the other person
1488 by February 1.
1489
- 1490 **15.3.7.1 On or Before February 15:** If a midyear review has been
1491 requested pursuant to Section 15.3.7, the midyear review shall be held by
1492 February 15.
- 1493 15.3.8 **On or Before March 1:** Any unit member who the evaluator determines is
1494 at risk of receiving an overall unsatisfactory final evaluation (“Does Not

1495 Meet Standards”) shall be notified in writing of this fact in a conference and
1496 informed of the evaluator’s concerns.

1497
1498 15.3.9 **On or Before April 15:** Second formal observation shall be completed for
1499 non-permanent unit members. For permanent unit members, if the evaluator
1500 decides to conduct formal observation(s), the formal observation(s) shall be
1501 conducted by April 15.

1502
1503 15.3.10 **30 Days Before Last Day of School:** Final written evaluation must be
1504 given to unit members being evaluated.

1505
1506 15.4 **Evaluation Criteria**

1507 15.4.1 The District shall evaluate and assess certificated unit members’
1508 performance as it reasonably relates to:

1509 15.4.1.1 The progress of students toward the District’s content standards,
1510 and if applicable, the state adopted academic content standards
1511 as measured by state adopted criterion referenced assessments;

1512 15.4.1.2 The instructional techniques and strategies used by the unit
1513 member;

1514 15.4.1.3 The unit members’ adherence to the District’s curriculum;

1515 15.4.1.4 The establishment and maintenance of the learning environment;

1516 15.4.1.5 The unit member’s ability to communicate effectively;

1517 15.4.1.6 The fulfillment of professional responsibilities.

1518
1519
1520 15.4.2 For non-instructional unit members, or for unit members without a case
1521 load, the District shall evaluate and assess their performance as it
1522 reasonably relates to the fulfillment of the job responsibilities as set forth
1523 in the appropriate job descriptions.

1524
1525 15.4.3 The California Standards for the Teaching Profession (CSTP) shall be
1526 utilized to evaluate teachers on criteria 15.4.1.2 through 15.4.1.5 listed
1527 above. The parties shall meet and negotiate as needed to update the
1528 evaluation forms to reflect changes to the CSTP.

1529
1530 15.5 **Formal Observation Procedures for Standard Evaluation Process**

1531 The following formal observation procedures apply only during the
1532 standard evaluation process; the alternative evaluation procedures are
1533 described in Section 15.6 below.

1534 15.5.1 The formal classroom observation must be completed with the
1535 accompanying standard observation form to follow within five working days.
1536 This observation must be a minimum of twenty (20) minutes in length and a
1537 maximum of forty-five (45) minutes. Observations of middle school unit
1538 members may last the length of a standard instructional period. The observation
1539 may be for a longer period of time if mutually agreed to by the evaluatee and the
1540 evaluator.

1541 15.5.2 Each evaluator must conduct at least two formal observations for non-
1542 permanent unit members. The first formal observation shall be completed by
1543 January 31, and the second formal observation shall be completed by April 15.

1544 15.5.3 Formal observations will be reduced to writing and made available to the
1545 evaluatee within five (5) working days of their occurrence. The evaluator and the
1546 evaluatee shall hold a post-observation conference within ten (10) working days
1547 after the formal observation. Evaluators shall use the standard formal observation
1548 form attached in Appendix E. The completed observation form shall not be part
1549 of the final evaluation.

1550 15.5.4 Formal observations shall be scheduled at least two (2) school days in
1551 advance.

1552 15.5.5 Formal observations are not required for permanent unit members, but the
1553 evaluator's decision not to conduct a formal observation shall not excuse the
1554 evaluator from meeting the required documentation required for any "Does Not
1555 Meet Standards" rating.

1556 15.5.6 If the evaluator elects to conduct formal observations of a permanent unit
1557 member, the procedures and timelines for formal evaluations in Section 15.5 shall
1558 be followed, and any such formal observation(s) shall be completed no later than
1559 April 15.

1560 15.6 **Alternative Evaluation Procedures**

1561 The procedures set forth below apply only to the Alternative Evaluation Procedure.

1562 15.6.1 **Purpose:** The alternative evaluation process encourages unit members to
1563 emphasize professional development and personal growth through the
1564 evaluation system. The process offers unit members an alternative to the
1565 regular evaluation process. The process is flexible in order to encourage
1566 unit members to grow in self-chosen areas of interest that promote and
1567 relate to student learning and instructional leadership through individual or
1568 group efforts. The goals, objectives, projects and criteria established
1569 under the alternative assessment process serve as the certificated
1570 performance evaluation in lieu of the standard evaluation.

1571
1572 15.6.2 **Eligibility for Participation:** Permanent unit members with a minimum of

1573 five (5) years of effective certificated experience in the District (as evidenced by
1574 evaluation ranking the unit member as meeting standards) may, with mutual
1575 agreement of the evaluator, participate in the alternative evaluation process. Unit
1576 members must submit a request to participate in the alternative evaluation
1577 procedure by October 1, and the evaluator must approve or deny the request by
1578 October 15. The request to participate should explain how the proposed
1579 alternative evaluation relates to any areas of District focus for the year. If the
1580 request is denied, the evaluator shall provide the reasons for denial in writing to
1581 the unit member.

1582
1583 **15.6.3 Alternative Evaluation Plan:** At the pre-evaluation conference held in
1584 compliance with timelines established in Section 15.3.3, the unit member and the
1585 evaluator shall meet, discuss and mutually agree upon the evaluation plan,
1586 including all requirements and timelines. In developing and approving the
1587 alternative evaluation plan, the unit member and evaluator shall review and
1588 discuss the California Standards for the Teaching Profession as set forth in the
1589 regular evaluation form, as well as any areas of District focus for the year.
1590 Evaluators and unit members are encouraged to be creative and take risks when
1591 developing the plan. The unit member and the evaluator will schedule evaluation
1592 updates throughout the evaluation period, including but not limited to the
1593 conferences described in Section 15.3. The agreed-upon evaluation plan may
1594 extend beyond the traditional school year cycle and the final evaluation
1595 conference may be extended by mutual agreement.

1596 **15.6.4 Basic Requirements:** While participating in the alternative evaluation
1597 process, unit members continue to be responsible for meeting the job
1598 requirements, and meeting State and District standards, including those required
1599 by the Education Code and set forth in Section 15.4.1 above.

1600 **15.6.5 Final Evaluation:** At the conclusion of the alternative evaluation period,
1601 the unit member shall present to the evaluator the results of the agreed-upon
1602 evaluation plan. The evaluator shall review the results and complete a summary
1603 evaluation form for inclusion the unit member's file.

1604 **15.6.6 Modification of Plan:** Upon mutual agreement between the unit member
1605 and the evaluator, the alternative evaluation plan may be modified during the
1606 year, or the unit member may change to the regular evaluation process. In the
1607 event of a change to the regular evaluation process, appropriate timelines and
1608 requirements will be mutually established to meet, as closely as reasonably
1609 possible, the requirements of the regular evaluation process.

1610 **15.7 Evaluation As A Continuous Process**

1611 **15.7.1** The evaluator is expected to address significant concerns and deficiencies
1612 with the unit member throughout the year and shall not unreasonably "hold" such
1613 concerns for the final evaluation.

1614 If a deficiency is noted in a formal observation, a conference between the
1615 evaluator and the unit member shall be held within ten (10) working days of the
1616 formal observation to review possible written recommendations for improvement.

1617 15.7.2 If the evaluator has raised a particular deficiency with the unit member,
1618 and the evaluator determines that the unit member has corrected the deficiency,
1619 any reference to that deficiency in the evaluation shall reflect the fact that unit
1620 member has corrected the deficiency.

1621 15.7.3 The evaluating administrator is expected not only to act in the role of
1622 evaluator, but also under certain circumstances, to provide appropriate coaching.
1623 The primary role as the evaluator extends through the required determination as to
1624 whether the unit member meets State/District standards. Once this determination
1625 has been made, the administrator should be available to provide the necessary
1626 advice, direction, and coaching regarding improvement in the teacher's
1627 proficiency in those areas covered by the California Standards for the Teaching
1628 Profession.

1629 15.8 **Evaluators For Itinerant And Non-Classroom Unit Members**

1630 15.8.1 For itinerant unit members with a caseload who are assigned to more than
1631 one site, the Superintendent or designee shall assign the evaluator. In most
1632 instances the evaluator shall be one of the itinerant unit member's site
1633 administrators. The evaluator shall coordinate the input from the other site
1634 administrators to whom the unit member is assigned. The evaluator is responsible
1635 for meeting with the evaluatee for planning purposes, for convening all evaluation
1636 conferences, and for completing and signing the evaluation forms.

1637 15.8.2 For non-classroom unit members who do not have a regular caseload (e.g.,
1638 nurses, counselors, psychologists, program specialists, librarians, and teacher
1639 advisors/instructional coaches, school social worker), the Superintendent or
1640 designee shall assign the evaluator who shall be responsible for the evaluation,
1641 including meeting with the evaluatee for planning purposes, for convening all
1642 evaluation conferences, for completing and signing all evaluation forms, and for
1643 obtaining input from all the appropriate administrators to whom the employee is
1644 assigned.

1645 15.9 **Ratings**

1646 The evaluator will mark each standard within every performance area in the final
1647 summary evaluation form, applying the ratings and definitions outlined below.

1648 15.9.1 **Meets Standards:** This means the teacher has adequately met the
1649 District's expectations, and has been rated as meeting standards in each evaluation
1650 criterion listed in Sections 15.4.1.1 through 15.4.1.6. The rating criteria in Section
1651 15.4.1.1 through 15.4.1.6 shall be applied as follows:

1652 15.9.1.1 For the purpose of evaluating a teacher's performance as it
1653 reasonably relates to *student progress pursuant to Section*

1654 15.4.1.1, “meets standards” shall mean that the teacher in
1655 the aggregate has moved the students the equivalent of one
1656 year of progress from the starting point at the beginning of
1657 the school year.

1658 15.9.1.2 For the purpose of assessing *the teacher’s development*
1659 *according to the California Standards for the Teaching*
1660 *Profession (CSTP) pursuant to Section 15.4.1.2 - 15.4.1.5,*
1661 “meets standards” shall mean that the unit member is
1662 designated as meeting standards overall in each criterion.
1663 To be deemed to “meet standards” in any criterion, unit
1664 members should be at least “applying” in each of the
1665 elements listed in Sections 15.4.1.2 – 15.4.1.6. However,
1666 the evaluator has the discretion to conclude that a unit
1667 member meets standards overall in any single criterion, if
1668 the unit member is ranked below “applying” in one or two
1669 elements in any criterion and the evaluator determines that
1670 the unit member has made significant progress toward that
1671 element.

1672 15.9.2 **Does Not Meet Standards:** This means the teacher has not met
1673 the minimum standards as defined above.

1674
1675 **15.10 Required Comments And Supporting Data**

1676 15.10.1 Any designation of “below standards” must be accompanied by a
1677 written comment that memorializes an event or fact that either the
1678 evaluator observed or that is supported by data that is referenced.

1679
1680 15.10.2 The student’s progress in achieving the District’s grade level content
1681 standards shall be determined by multiple measures. These shall
1682 include the individual teacher’s written report card assessment, any
1683 testing device that measures the progress on District and state content
1684 standards, and in those instances where applicable, the state criterion
1685 referenced exam. Norm referenced tests may not be used to evaluate
1686 unit members.

1687
1688 **15.11 General Evaluation Guidelines**

1689 15.11.1 The evaluator and evaluatee shall sign all forms. Such signature does
1690 not constitute agreement with the judgments of the evaluator, but only
1691 that the evaluatee has read the evaluation document and received a
1692 copy.

1693
1694 15.11.2 Forms used at all stages of the Evaluation process must be mutually
1695 agreed upon by the District and the Association and are contained in
1696 Appendix E. If there is a conflict between Article 15 and Appendix E,
1697 then Article 15 takes precedence.

- 1698 5.11.3 Evaluates shall have the right to attach written comments to any
1699 evaluation documents.
- 1700 15.11.4 An evaluator shall not base his/her evaluation of a unit member on
1701 information that the evaluator has not verified, substantiated, or
1702 corroborated.
- 1703 15.11.5 The evaluator shall not include elements in the evaluation that
1704 constitute harassment or discrimination prohibited by law or District
1705 policy.

1706 15.12 **Evaluation Of Certificated Staff Assigned Or Reassigned After The**
1707 **Beginning Of The School Year**

1708 Whenever a certificated staff member is assigned to a position after October 15
1709 and before March 1, or is reassigned during that period, it will be the
1710 responsibility of the evaluator and the evaluatee to conduct a Planning Conference
1711 and complete a Planning Conference Report form. It is suggested that the
1712 constraints be noted regarding the remaining portion of the school year, the
1713 unique characteristics of the assignment, and other factors that affect the
1714 evaluation. The Evaluator will consider these constraints and all other conditions
1715 when writing the Observations and Evaluation reports.

1716 15.13 **Problem Solving Procedures**

1717 15.13.1 If the evaluator and unit member have an unresolved disagreement over
1718 the evaluation/observation procedures, the unit member may elect to implement
1719 the following Problem Solving Procedure:

1720 15.13.1.1 Within five (5) days of the request, the evaluator, the unit
1721 member, and a person of each party's choice shall meet to
1722 discuss the problem.

1723 15.13.1.2 If the disagreement cannot be resolved, written summary
1724 reports will be submitted to the Superintendent by the
1725 evaluator and the unit member within five (5) days.

1726 15.13.1.3 The District's established grievance procedures may be
1727 utilized for processing disputes that may arise over the evaluation
1728 procedure, but shall not be used to challenge the professional
1729 judgments of the evaluator.

1730 15.14 **Assistance Plan and Participation in the Peer Assistance Program**

1731 15.14.1 An Assistance Plan is required for any unit member who receives a
1732 "Does Not Meet Standards" on an evaluation. The evaluator shall
1733 confer with the unit member and make specific recommendations as to
1734 areas of improvement in the unit member's performance and endeavor
1735 to assist the unit member in such performance. By September 15 of

- 1736 the school year after Does Not Meet Standards evaluation rating is
1737 given, these recommendations must be reduced to writing, and
1738 together with a timeline will constitute the Assistance Plan. Any unit
1739 member on an Assistance Plan must annually participate in the
1740 evaluation process until the unit member receives a positive
1741 evaluation. The Assistance Plan shall include at least the following:
- 1742 15.14.1.1 Description of the duties performed in an unsatisfactory
1743 manner below District standards;
- 1744 15.14.1.2 Description of measurable improvement required to meet
1745 District standards;
- 1746 15.14.1.3 Description of assistance the District will provide to help
1747 the unit member meet the District’s standards; and
- 1748 15.14.1.4 Description of the timeline within which the unit member is
1749 expected to demonstrate improvement.
- 1750 15.14.2 A unit member with permanent status whose most recent final
1751 performance evaluation contains an overall “Does Not Meet
1752 Standards” including this rating in the areas of subject matter
1753 knowledge, teaching strategies, or teaching methods and instruction,
1754 must participate in the Peer Assistance Program, attached as Appendix
1755 I, until the unit member receives a positive evaluation or the District
1756 determines that further participation is no longer warranted.
- 1757 **15.15 Unit Member Files**
- 1758 15.15.1 Copies of a unit member’s Summary Certificated Personnel Evaluation
1759 Report shall be filed only in the District Human Resources Office and
1760 the evaluator’s office. These files are open for inspection by the unit
1761 member and/or a designated representative having the unit member’s
1762 written authorization.
- 1763 15.15.2 Information of a derogatory nature shall not be entered or filed unless
1764 or until the unit member is given notice and an opportunity to review,
1765 to comment, and sign an acknowledging receipt.
- 1766 15.15.3 A unit member shall have the right to attach written comments to any
1767 derogatory statement. A unit member may review the file during
1768 normal Human Resources Office hours.
- 1769 15.15.4 If such derogatory information is placed in the unit member’s
1770 personnel file in the District Human Resources Office, the unit
1771 member shall have the opportunity to review and respond to the
1772 information within a reasonable amount of time during normal Human
1773 Resources Office hours.

1774 15.15.5 Employee's files are confidential. Governing Board members may
1775 only review an employee's file at a duly constituted personnel session
1776 of the Governing Board.

1777

1778 **ARTICLE 16: LEAVE PROVISIONS**

1779 16.1 **Sick Leave**

1780 16.1.1 Unit members shall be granted sick leave at the rate of one day for
1781 each month of employment, but not to exceed twelve (12) days per
1782 year. This sick leave shall be cumulative without a limit. Sick leave is
1783 not cumulative month by month, but each year leave shall accrue and
1784 be available as of the first workday of that particular year.

1785 16.1.2 Sick leave shall only be used as allowed by law and this Article.

1786 16.1.3 Unit members who teach a full session of Summer School shall be
1787 granted one (1) additional day of sick leave. (See Section 11.4). Sick
1788 leave benefits may only be used in summer school to the extent
1789 allowed by Article 11, Section 11.4.

1790 16.1.4 Unit members working on an extended year basis shall accrue sick
1791 leave annually on the following basis:

1792 16.1.4.1 183-187 Work Days: 10 days of sick leave.

1793 16.1.4.2 188 or More Work Days: 11 days of sick leave.

1794 16.1.5 Unit members working less than the basic work year shall accrue sick
1795 leave on the basis of one day of sick leave for each eighteen (18) days
1796 of employment.

1797 16.2 **Extended Illness Leave**

1798 16.2.1 In the event of illness/disability, the unit member shall utilize sick
1799 leave in the following order:

1800 16.2.1.1 Use balance of current year's sick leave.

1801 16.2.1.2 Use other accumulated sick leave.

1802 16.2.3.3 During each school year, when a unit member has
1803 exhausted all available sick leave, including all
1804 accumulated sick leave, and continues to be absent from
1805 duties on account of illness or accident for an additional
1806 period of five (5) school months, the amount paid to unit
1807 members during the additional five months in which the
1808 absence occurs shall be the difference between the unit
1809 member's per diem and the substitute pay or 50% of the per
1810 diem, whichever is greater.

1811 16.2.2 The District may require a unit member to provide a medical
1812 certification from a physician verifying that the absence was necessary

1813 due to illness, injury, or disability. Failure by the unit member to
1814 provide such written medical certification shall result in loss of the
1815 50% per diem pay. The District shall continue to make all
1816 contributions toward the unit member's health and welfare program
1817 that are required by Article 10 during this period of absence.

1818 16.2.3 The sick leave, including accumulated sick leave, and the five-month
1819 period shall run consecutively. A unit member shall not be provided
1820 more than one five-month period per illness or accident. But if a
1821 school year terminates before the five-month period is exhausted, the
1822 unit member may take the balance of the five-month period in the
1823 subsequent school year.

1824 16.3 **Notification of Sick Leave/Physician's Certification**

1825 16.3.1 By the fifth consecutive work day of absence due to
1826 illness/injury/disability, the unit member may be required to provide to
1827 the Human Resources Officer, a written statement from a physician
1828 certifying that the physician has determined the nature of the
1829 illness/injury/disability, and that it renders the unit member unable to
1830 work. The physician's statement shall be specific as to the expected
1831 duration of the unit member's absence due to the
1832 illness/injury/disability. At reasonable intervals thereafter, the District
1833 may require from the unit member additional written statements by a
1834 physician certifying to the continuing inability to work due to
1835 illness/injury/disability.

1836 16.3.2 In the event of a scheduled sick leave use (surgery, childbirth, etc.), the
1837 unit member shall notify the Human Resources Officer in writing of
1838 the anticipated absence. Such notification shall include the anticipated
1839 beginning date of leave, and the anticipated date of return to duty.
1840 Whenever possible, such notification shall be provided at least twenty
1841 (20) working days prior to the scheduled sick leave use.

1842 16.4 **Leave to Care for a Child, Parent, or Spouse**

1843 16.4.1 In any school year, unit members may use up to six (6) days of sick
1844 leave to attend to an illness of the unit member's child, parent, spouse,
1845 or domestic partner. For the purpose of this section, "domestic
1846 partner" shall be defined according to Article 10, Section 10.2. By the
1847 fifth (5th) consecutive work day of absence and upon the District's
1848 request, the unit member may be required to submit a physician's
1849 statement or other acceptable documentation to verify the illness.

1850 16.4.2 As used in this section, "child" means a biological, foster, or adopted
1851 child, a stepchild, a legal ward, or a child of a person standing in loco
1852 parentis. As used in this section, 'parent' means a biological, foster, or
1853 adoptive parent, a step-parent, or a legal guardian.

1854 16.4.3 This section does not extend to the maximum period of leave to which
1855 a unit member is entitled under the Family and Medical Leave Act of
1856 1993 (29 U.S.C Section 2606, et seq.), the California Family Rights
1857 Act (Government Code Section 12945.2), and District policies
1858 implementing these Acts regardless of whether the unit member
1859 receives sick leave compensation during that absence.

1860 16.4.4 Unit members may also use accrued and available sick leave to care
1861 for family members pursuant to the Family and Medical Leave Act and
1862 the California Family Rights Act as specified in Appendix F.

1863 16.5 **Parental Leave**

1864 16.5.1 Compliance With Education Code

1865 This Section 16.5 is intended to comply with the requirements of
1866 Education Code Section 44977.5, and shall remain in effect and be
1867 interpreted and implemented in compliance with the requirements of
1868 that law, including potential amendments or interpretations by court(s)
1869 with jurisdiction over the District and CTAB.

1870 16.5.2 Definition of Parental Leave

1871 For the purpose of this Section 16.5, “parental leave” means
1872 “maternity leave or paternity leave” as those terms are defined in
1873 Education Code Section 44977.5. Specially, “parental leave” is leave
1874 required by Government Code Section 12945.2 for reasons of the birth
1875 of a child of a unit member, or the placement of a child with a unit
1876 member in connection with the adoption or foster care of the child by
1877 the unit member.

1878 16.5.3 Eligibility for Parental Leave Differential Pay

1879 Parental leave differential pay granted pursuant to this Section 16.5
1880 shall be allowed for unit members whose child was born or placed for
1881 adoption on or after January 1, 2016. During each school year, when a
1882 unit member has exhausted all available sick leave, including all
1883 accumulated sick leave, and continues to be absent from his or her
1884 duties on account of parental leave pursuant to Government Code
1885 Section 12945.2 for a period of up to twelve (12) school weeks
1886 whether or not the absence arises out of or in the course of the
1887 employment of this employee, the amount deducted from the salary
1888 due the unit member for any of the additional twelve (12) weeks in
1889 which the absence occurs shall not exceed the sum that is actually paid
1890 a substitute employee employed to fill the unit member’s position
1891 during the absence or, if no substitute was employed, the amount that
1892 would have been paid to the substitute had a substitute been employed.

- 1893 The District shall make every reasonable effort to secure the services
1894 of a substitute teacher.
- 1895 16.5.4 Calculation of Parental Leave
- 1896 For the purposes of this Section 16.5, the following shall apply:
- 1897 16.5.4.1 The 12-week period shall be reduced by any period of sick
1898 leave, including accumulated sick leave taking during a
1899 period a parental leave pursuant to Government Code
1900 Section 12945.2:
- 1901 16.5.4.2 A unit member shall not be provided more than one 12-
1902 week period per parental leave. But, if a school year
1903 terminates before the 12-week period is exhausted, the unit
1904 member may take the balance of the 12-week period in the
1905 subsequent school year:
- 1906 16.5.4.3 A unit member on maternity or paternity leave pursuant to
1907 Government Code Section 12945.2 shall not be denied
1908 access to difference pay while on that leave; and
- 1909 16.5.4.4 The parental leave described in this Section and required by
1910 Education Code Section 44977.5 shall be applicable
1911 whether or not the absence from duty is by reason of a
1912 leave of absence granted by the District's governing board.
- 1913 16.6 **Sick Leave for Personal Necessity**
- 1914 16.6.1 Unit members may use up to seven (7) days of sick leave per year
1915 reasons of personal necessity. Personal necessity days may not be
1916 carried over from one year to the next.
- 1917 16.6.2 Business of an emergency or urgent nature constitutes personal
1918 necessity.
- 1919 16.6.3 Absences from duty related to unit member organizational concerns or
1920 work stoppage shall not be charged to personal necessity or sick leave.
- 1921 16.6.4 It shall continue to be the responsibility of the unit member to provide
1922 a substitute through notification by way of a substitute employee
1923 management system.
- 1924 16.7 **Death of Member of Immediate Family**
- 1925 16.7.1 Each unit member is entitled to a leave of absence, not to exceed five
1926 (5) days on account of the death of any member of his/her immediate
1927 family. Immediate family, as used in this policy, means the mother,
1928 father, grandmother, grandfather, or a grandchild of the unit member

- 1929 or of the spouse of the unit member, and the spouse, son, son-in-law,
1930 daughter, daughter-in-law, brother or sister of the unit member,
1931 domestic partner, or any relative living in the immediate household of
1932 the unit member. Such days need not be taken in consecutive order.
- 1933 16.7.2 Immediate family means: (a) the mother, father, grandmother,
1934 grandfather, or a grandchild of the unit member or of the spouse or
1935 domestic partner of the unit members; (b) the spouse, domestic
1936 partner, son, son-in-law, daughter, daughter-in-law, brother or sister of
1937 the unit member; or (c) any relative living in the immediate household
1938 of the unit member.
- 1939 16.7.3 Any absence for a death within the immediate family of a unit member
1940 shall be charged against this policy. Additional bereavement leave
1941 may be allowed under Article 16.6.
- 1942 16.8 **Legal Commitments and Transactions**
- 1943 Leaves of absence to serve on a jury or to appear as a witness in court other than
1944 as a litigant shall be granted with no loss in pay provided the unit member
1945 endorses the fee received, exclusive of mileage allowance, to the District.
- 1946 16.9 **Sabbatical Leave**
- 1947 Upon recommendation of the Superintendent, the Board of Trustees may grant
1948 Sabbatical Leave to unit members for purposes of professional study, travel, or a
1949 combination of study and travel. The granting of leave is subject to the following
1950 conditions:
- 1951 16.9.1 The Sabbatical leave applicant must have served at least seven (7)
1952 consecutive years as a full-time certificated unit member of the District
1953 and not have reached his/her 61st birthday.
- 1954 16.9.2 Sabbatical leaves, when granted, shall be for the purposes of full-time
1955 graduate study or research, or extensive travel. Such study, research,
1956 or travel must be related to the unit member's work assignment and
1957 improve the teaching skills and/or knowledge of the unit member.
- 1958 16.9.3 Application for Sabbatical leave must be made to the Board of
1959 Trustees through the Superintendent and the Human Resources
1960 Department on the District Sabbatical leave application form.
1961 Application must be made prior to December 31 of the school year
1962 preceding the one for which the leave is requested.
- 1963 16.9.4 The number of persons allowed sabbatical leave during any given
1964 school year shall not exceed one per 100 certificated unit members.
- 1965 16.9.5 All requests for Sabbatical leave shall be reviewed by a Sabbatical
1966 Leave Committee. This committee shall be composed of:

| | | |
|--|----------|---|
| 1967 | 16.9.5.1 | Human Resources Officer (Chairperson); |
| 1968 1969 | 16.9.5.2 | Two building level administrators appointed by the Superintendent; |
| 1970 1971 | 16.9.5.3 | Four non-administrative certificated unit members elected by the teaching staff; |
| 1972 1973 1974 1975 1976 1977 | 16.9.6 | Eligible certificated unit members will indicate their interest in serving on the Sabbatical Leave Committee by filing their names with the Association. The Association will then conduct a District-wide secret ballot. The four (4) candidates with the most votes shall serve on the Sabbatical Leave Committee. Their term shall be for three (3) years with the balloting taking place by June 1. |
| 1978 1979 1980 | 16.9.7 | The committee shall evaluate applicants and recommend either “Consideration warranted” or “not recommended for this year.” The evaluation shall be completed by February 1. |
| 1981 1982 1983 1984 | 16.9.8 | The period of the Sabbatical leave shall be for one-half school year or one school year. Compensation shall be one-half the salary the unit member would have received had he/she remained in the service of the District for their period of the leave. |
| 1985 1986 1987 1988 | 16.9.9 | Unit members applying for Sabbatical leave will sign an agreement to return to service in the District for not less than two years upon completion of the leave, or to restore to the District all salary payment received while on leave. |
| 1989 1990 1991 | 16.9.10 | Sabbatical leave shall be counted as a year of experience on the salary schedule, and the unit member shall be entitled to return to the same type of position as held when the leave was granted. |
| 1992 1993 1994 1995 1996 | 16.9.11 | Should injury or illness prevent a unit member from completing a Sabbatical leave, the Sabbatical leave will be terminated and all provisions for sick leave will apply. If death prevents the unit member from fulfilling his agreement to return to service in the District, no repayment of salary will be required of his/her estate. |
| 1997 1998 1999 2000 2001 2002 | 16.9.12 | Each unit member who has been on Sabbatical leave shall file with the Sabbatical Leave Committee a detailed written report not later than sixty (60) days after return to active duty. The unit member should not be considered as having completed the requirements of a Sabbatical leave until such report has been filed with the Sabbatical Leave Committee. |

2003 16.10 **Educational Improvement Leave**

2004 Upon recommendation of the Superintendent, the Board of Trustees may grant a
2005 leave for educational improvement to unit members for purposes of study subject
2006 to the following conditions:

2007 16.10.1 The unit member must have served three consecutive years as a full-
2008 time unit member of the District. Requests for the waiver of the three
2009 years requirement will be considered by the Superintendent only under
2010 the most exceptional circumstances.

2011 16.10.2 The application for an educational improvement leave must indicate a
2012 significant educational program to be undertaken or define a very
2013 unique or significant education opportunity.

2014 16.10.3 Application for educational improvement leave shall be made to the
2015 Board of Trustees through the Human Resources Department and the
2016 Superintendent on the District application form. Application must be
2017 submitted to the Human Resources Department prior to March 31 of
2018 the school year preceding the one for which the leave is requested.

2019 16.10.4 The number of persons allowed educational improvement leave during
2020 any given school year shall not exceed two per one hundred
2021 certificated unit members.

2022 16.10.5 The period of educational improvement leave shall be one school year
2023 and there shall be no compensation. An extension of the leave for a
2024 second year will be approved only under the most unique
2025 circumstances.

2026 16.10.6 Unit members on an educational improvement leave shall be eligible
2027 for participation in the basic health and welfare program, which is
2028 available to all full-time unit members. Unit members who indicate a
2029 desire to be covered by the health and welfare programs will sign an
2030 agreement to return to the District for not less than one year upon
2031 completion of the leave or to restore to the District all health and
2032 welfare benefit money received while on leave.

2033 16.10.7 A unit member returning from educational improvement leave shall
2034 file, with the Superintendent, a detailed report giving evidence that the
2035 program of study has been carried out.

2036 16.10.8 The Human Resources Department shall attempt to assign certificated
2037 unit members returning from educational improvement leave to a
2038 position similar to the one held prior to the leave.

2039 16.10.9 Under the conditions of this leave, the unit member must sign an
2040 agreement that the Human Resources Department will be notified in
2041 writing no later than April 1 of their intention to return. The unit
2042 member's failure to notify the Human Resources Department of their
2043 intent to return as required by this Section shall constitute the unit
2044 member's resignation.

2045 16.11 **Military**

2046 16.11.1 Every unit member who enters the military of the United States of
2047 American is entitled to a military leave to the extent required by law.
2048 Such absence does not affect classification and does not constitute a
2049 "break in service." However, this absence does not count as part of the
2050 probationary period required as a condition precedent to classification
2051 as a permanent unit member.

2052 16.11.2 To the extent required by law, within six (6) months after a unit
2053 member honorably leaves the service, he/she is entitled to his/her
2054 former position at a salary he/she would have received had he/she not
2055 been on military leave. Unit members ordered into military service are
2056 entitled to one month pay from the School District if one year of
2057 service has been rendered in the District. Members of the National
2058 Guard are entitled to leave without regard to the length of their public
2059 service (Education Code 44800).

2060 16.12 **Child Rearing**

2061 In addition to any leave required by the Federal Family and Medical Leave Act
2062 (FMLA) or the California Family Rights Act (CFRA), the Board of Trustees may
2063 grant child rearing leave to unit member. The granting of such additional leave is
2064 subject to the following conditions:

2065 16.12.1 A leave for the purpose of child rearing beyond any leave required by
2066 the FMLA or CFRA may be granted when unusual circumstances
2067 exist.

2068 16.12.2 Application for a child rearing leave must be made to the Board of
2069 Trustees through the Human Resources Department.

2070 16.12.3 A child rearing leave may be granted for the duration of a school year.
2071 If the leave is to commence after March 1 of the current school year,
2072 the Superintendent may grant an extension through the subsequent
2073 school year upon request by the applicant.

2074 16.12.4 Except under unusual circumstances, a unit member may be granted
2075 only one child rearing leave, beyond any leave required by law during
2076 his/her employment with the District.

2077 16.12.5 The Human Resources Department shall attempt to assign unit
2078 members returning from a child rearing leave to a position similar to
2079 the one held prior to leave.

2080 16.12.6 Except as required by law, including as described in Section 16.5
2081 above, the unit member shall receive no salary or fringe benefits while
2082 on leave, other than those benefits he/she chooses to continue at
2083 personal expense.

2084 16.13 **Catastrophic Illness Benefit**

2085 On a case-by-case basis and with mutual agreement of the Association and the
2086 District,, any bargaining unit member may donate accumulated and unused
2087 eligible leave credits to another bargaining unit member when that bargaining unit
2088 member or a member of his/her family suffers from a catastrophic illness or
2089 injury.

2090 16.13.1 **Definitions**

2091 16.13.1.1 Catastrophic illness or injury means an illness or injury that
2092 is expected to incapacitate a member of the bargaining unit
2093 for an extended period of time, or that incapacitates a unit
2094 member's family, and that incapacity requires the
2095 bargaining unit member to take time off from work for an
2096 extended period of time to care for that family member, and
2097 taking extended time off from work creates a financial
2098 hardship for the bargaining unit member because all of
2099 his/her sick leave and other paid time off has been
2100 exhausted.

2101 16.13.1.2 Eligible leave credits means sick leave accrued to the
2102 donating bargaining unit member.

2103 16.13.1.3 Family members shall be as defined in this Article for
2104 bereavement.

2105 16.13.2 **Eligibility**

2106 16.13.2.1 Eligible leave credits may be donated to a bargaining unit
2107 member for a catastrophic illness or injury if all of the
2108 following requirements are met:

2109 16.13.2.1.1 The bargaining unit member who is, or
2110 whose family member is suffering from a
2111 catastrophic illness or injury requires that
2112 eligible leave credits be donated and
2113 provides verification of catastrophic injury
2114 or illness as required by the District.

2115 16.13.2.1.2 The District determines that the bargaining
2116 unit member is unable to work due to the
2117 bargaining unit member's, or his or her
2118 family member's, catastrophic illness or
2119 injury.

2120 16.13.2.1.3 The unit member requesting donations of
2121 sick leave has exhausted all accrued paid
2122 leave credits, including differential leave.

2123 16.13.3 **Procedure**

2124 16.13.3.1 A unit member who wishes to receive the catastrophic
2125 illness benefit must request in writing to the Association
2126 and District that sick leave donations be solicited on his or
2127 her behalf. The request must be accompanied by a
2128 verification of the catastrophic injury or illness.

2129 16.13.3.2 Donations will be solicited by a joint announcement of the
2130 Association and District on behalf of a specifically named
2131 individual who meets the requirements for this benefit.

2132 16.13.3.3 Sick leave may be donated in one hour increments.

2133 16.13.3.4 The maximum amount of time that donated leave credits
2134 may be used by the recipient bargaining unit member shall
2135 not exceed twelve (12) consecutive months.

2136 16.13.3.5 All transfers of eligible leave credits shall be irrevocable.
2137 However, if the leave is not used within twelve (12) months
2138 of donation, it will revert to the donor.

2139 16.13.3.6 A bargaining unit member who received paid leave
2140 pursuant to this section shall use any leave credits that
2141 he/she continues to accrue on a monthly basis prior to
2142 receiving paid leave pursuant to this catastrophic illness
2143 benefit.

2144 16.13.3.7 Donated leave credits shall be used in the order donations
2145 are received. However, one day of leave will be used from
2146 each donor before a second day is utilized from any other
2147 donor. This sequential process will be repeated for all
2148 donation rounds thereafter.

2149 16.13.3.8 Donated eligible credits shall be utilized on a one to one
2150 ration (1:1). The recipient shall be paid at his/her rate of
2151 pay.

2152 16.13.3.9 The District may adopt rules and regulations for the
2153 administration of this benefit as long as the regulations do
2154 not conflict with the specific provisions of the collective
2155 bargaining agreement. Such rules and regulations will be
2156 submitted to the Association for review prior to
2157 implementation.

2158 16.14 **Leave of Absence for Unit Members Elected to the Legislature (Education**
2159 **Code 44801)**

2160 16.14.1 A permanent unit member who is elected to the Legislature shall be
2161 granted a leave of absence from his/her duties as a unit member of the
2162 District by the Governing Board.

2163 16.14.2 During the term of such leave of absence, the unit member may be
2164 employed by the school district to perform such less than full-time
2165 service requiring certification qualifications, such as compensation and
2166 upon such terms and conditions, as mutually agreed upon.

2167 16.14.3 Such absence shall not affect in any way the classification of such unit
2168 member.

2169 16.14.4 Within six (6) months after the term of office such unit member
2170 expires, he/she shall be entitled to return to the position held by
2171 him/her at the time of his/her election, at the salary to which he/she
2172 should have been entitled had he/she not absented himself/herself from
2173 the service of the District under this Section.

2174 16.14.5 As stated in Education Code Section 44801, a person employed to take
2175 the place of any such unit member shall not have any right to such
2176 position following the return of such unit member to the position.

2177 16.14.6 This Section shall apply to any permanent unit member who held the
2178 office of Member of the Assembly or State Senator on or after January
2179 4, 1965.

2180 16.15 **Other Leaves Without Pay**

2181 16.15.1 Leaves of absence for reasons not covered in other provisions of this
2182 Agreement, leave without compensation, increment, seniority or tenure
2183 credit, upon recommendation of the Superintendent or his/her
2184 designee, and approval by the Board of Trustees, may be granted for a
2185 period determined by the Superintendent or his/her designee. Prior
2186 approval is required for any such leave.

2187 16.15.2 A written decision of the rejection of a leave request shall be made
2188 upon request.

2189 16.15.3 The applications for such leave of absence shall be in writing. The
2190 unit member on leave shall notify the Human Resources Department
2191 of his/her intent to return from leave by April 1 of the last year of the
2192 approved leave. The unit member's failure to notify in writing by
2193 April 1 as required by this section shall constitute the unit member's
2194 resignation.

2195 16.16 **Industrial Leave**

2196 Industrial accident or illness leave shall be provided as set forth in Education
2197 Code Section 44984.

2198 16.17 **Family and Medical Leave**

2199 16.17.1 Unit members are eligible for leave under the Federal Family and
2200 Medical Leave Act (FMLA) and the California Family Rights Act
2201 (CFRA). The Association in collaboration with District will mutually
2202 prepare a manual covering the various rights and obligations, including
2203 those areas where discretion may be exercised by the District and/or by
2204 unit members. This manual is attached to this Agreement as Appendix
2205 F and will be updated as needed to reflect changes in the applicable
2206 law.

2207 16.17.2 The provisions of this Agreement and District policies will be applied
2208 in conformance with the FMLA and the CFRA.

2209 16.18 **Pregnancy Disability Leave**

2210 16.18.1 Pursuant to Education Code Section 44965, a unit member may use
2211 sick leave and/or extended sick leave granted under Section 16.1 for
2212 disability due to pregnancy, miscarriage, childbirth, or related medical
2213 conditions, and recover there from.

2214 16.18.2 The length of pregnancy disability leave, including the date on which
2215 the leave shall begin and the date on which the unit member is no
2216 longer disabled because of pregnancy and shall return to work, shall be
2217 determined by the unit member and the unit member's physician. This
2218 does not extend the period of paid sick leave and/or extended sick
2219 leave beyond the amount granted by Section 16.1.

2220 16.19 **Family Care and Medical Leave to Care for a Covered Service Member With**
2221 **a Service Injury or Illness**

2222 Subject to the provisions of this Agreement and state and federal law, including
2223 the FMLA and CFRA, an eligible unit member is eligible to take FMLA leave to
2224 care for a covered service member with a serious injury or illness if the unit
2225 member is the spouse, domestic partner, son, daughter, parent, or next of kin of
2226 the service member.

- 2227 16.19.1 Entitlement is limited to a total of 26 workweeks of leave during a
2228 'single 12-month period' to care for a covered service member with a
2229 serious injury or illness. The "single 12-month period" in which the 26
2230 weeks of leave entitlement described in this section begins on the first
2231 day a unit member takes leave to care for the covered service member.
- 2232 16.19.2 During the "single 12-month period" described above, an eligible unit
2233 member's FMLA leave entitlement is limited to a combined total of 26
2234 workweeks of FMLA leave for any qualifying reason.

2235 **ARTICLE 17: RETIREMENT PROGRAMS**

2236 17.1 **Retiree Fringe Benefits**

2237 17.1.1 **Unit Members Hired On or After July 1, 2015**

2238 For unit members hired on or after July 1, 2015, the District shall be
2239 required to provide only the District Basic Contribution toward
2240 medical premiums set forth in Article 10, Section 10.1.1. The District
2241 Basic Contribution shall be required only to the extent required by law,
2242 and only as long as long as the District participates in the PEMHCA
2243 plan.

2244 17.1.2 **Unit Members Continuously Employed Before July 1, 2015**

2245 For unit members continuously employed in the District before July 1,
2246 2015, the District shall provide unit members retiring at the age of 55
2247 or older, fringe benefits premium contributions according to the
2248 following schedule:

2249 17.1.2.1 The District Basic Contribution required by Article 10,
2250 Section 10.1.1 and Government Code Section 22892.

2251 17.1.2.2 In addition to the District Basic Contribution, for retired
2252 unit members with at least 15 and up to 20 years of District
2253 service, the District shall provide an amount for unit
2254 member coverage only that, when added to the District
2255 Basic Contribution required by Article 10, Section 10.1.1,
2256 will not exceed the Kaiser single party rate.

2257 17.1.2.3 In addition to the District Basic Contribution for retired unit
2258 members with at least 20 and up to 30 years of District
2259 service, the District shall provide premiums for dental and
2260 vision coverage and an amount for unit member only
2261 medical coverage that, when added to the District Basic
2262 Contribution required by Article 10, Section 10.1.1, will
2263 not exceed the Kaiser single party rate.

2264 17.1.2.4 In addition to the District Basic Contribution, for retired
2265 unit members with 30 years or more of District service, the
2266 District shall provide premiums for dental and vision
2267 coverage and an amount for the retiree and spouse or
2268 domestic partner medical coverage that, when added to the
2269 District Basic Contribution required by Article 10, Section
2270 10.1.1, will not exceed the Kaiser two-party rate.

2271 17.1.3 The years of service described in Section 17.1.2 must be as a unit
2272 member in the Berryessa Union School District.

- 2273
2274 17.1.4 The payment of the premiums (if any) required under the above
2275 provisions will continue until the retired unit member- is eligible for
2276 Medicare or reaches the age 65, whichever event occurs first. When
2277 the retired unit member is eligible for Medicare or reaches the age of
2278 65 (whichever occurs first), the unit member-retiree shall be eligible
2279 only for the District Basic Contribution as required by Section 10.1.1
2280 and Government Code Section 22892, and only to the extent that such
2281 contribution is required by law.
2282
- 2283 17.1.5 To be eligible for retiree medical benefits under this Article, the unit
2284 member must have been on paid status in the District or on approved
2285 leave at the time of retirement and comply with all applicable rules and
2286 requirements for eligibility and participation in retiree medical benefits
2287 through CalPERS, including, but not limited to the requirement that the
2288 unit member retires under CalPERS, and that the unit member must
2289 have been enrolled in a CalPERS health plan as an active employee at
2290 the time of retirement.
2291
- 2292 17.1.6 In lieu of any fringe benefits for those qualifying under Section 17.1.2
2293 above, a unit member with 20 or more years of Berryessa Union
2294 School District service, may elect to receive a one-time payment
2295 calculated on \$500 per each year of District service, up to a maximum
2296 of \$15,000.
- 2297 17.2 **Full Retirement Credit With Pre-Retirement Plans**
- 2298 17.2.1 The District shall allow unit members (55 years or older) to be
2299 employed on a part-time basis but with full-time retirement credit,
2300 provided all the qualifications set forth in Education Code Section
2301 22713 or its successor are met.
- 2302 17.2.2 The District and the unit member shall agree to make appropriate
2303 contributions to the State Teacher’s Retirement System (STRS) equal
2304 to the amount required as if serving as a full-time unit member.
- 2305 17.2.3 The minimum part-time employment shall be the equivalent of one-
2306 half the number of days of a full-time position during the final year of
2307 service in a full-time position. If the Governing Board agrees, the
2308 reduced service may be full-time for at least one-half year, or may be
2309 on a daily schedule.
- 2310 17.2.4 Because this program requires a shared teaching position, final
2311 determination as to which unit members will participate as shared
2312 staff, the assignment, location, and the form of the shared employment
2313 rests within the Governing Board’s sole discretion.

2314 17.3 **Substitute Service by Retired Unit Members**

2315 Berryessa Union School District retirees who provide services as a substitute will
2316 receive compensation equal to at least 150% of the daily rate paid to substitutes.

2317

2318 **ARTICLE 18: SAFETY**

2319 18.1 **Healthful and Safe Conditions**

2320 18.1.1 Every effort shall be made to maintain healthful and safe conditions in
2321 all classrooms. Teachers shall not be required to work under unsafe
2322 conditions or to perform tasks which endanger their health, safety, or
2323 well-being.

2324 18.1.2 It shall be the responsibility of unit members to report unsafe,
2325 hazardous or unsanitary conditions as soon as possible to the building
2326 supervisor who shall report the condition to the administrator as soon
2327 as possible.

2328 18.1.3 The District emergency plan will go into effect immediately when
2329 unsafe, hazardous, or unsanitary conditions exist. Unsafe, hazardous,
2330 or unsanitary conditions shall be corrected as soon as possible.

2331 18.1.4 In the event a hazardous, unsafe, or unsanitary condition exists within
2332 a school, making it necessary to dismiss students, teachers will not be
2333 required to remain in the building, but may be reassigned to other
2334 instructional activities.

2335 18.1.5 A District-wide Safety Committee will be established. The California
2336 Teachers Association of Berryessa may appoint representatives from
2337 its bargaining unit as part of the committee. The committee shall be
2338 made up of equal members of management and certificated personnel.

2339 18.1.6 Unit members shall be informed on the first day of each work year by
2340 the District, concerning student, parent, and teacher rights with regard
2341 to student behavior.

2342 18.2 **Assault and Battery**

2343 18.2.1 Unit members shall immediately report cases of assault and battery
2344 suffered by them in connection with their employment to their site
2345 administrator or immediate supervisor. The victim and the supervisor
2346 shall immediately report the incident to the police and submit a written
2347 report to the Superintendent. To the extent permitted by law, the
2348 Superintendent or designee shall provide the victim with information
2349 relating to the incident.

2350 18.2.2 The employer shall reimburse unit members up to \$150 for the repair
2351 or replacement cost of personal property lost or damaged due to assault
2352 and battery. Personal property is limited to items exceeding \$10 in
2353 value and necessary for the discharge of unit member's duties. Said
2354 reimbursement shall be processed as long as the unit members'
2355 insurance does not cover the lost or damaged item. Verification of

2356 actual value at the time of loss of such items shall be provided by the
2357 unit member within five (5) working days.

2358 18.3 **Personal Property Protection and Liability Coverage**

2359 The District will discourage all unit members from using their personal vehicle
2360 for the purpose of transporting students. All unit members shall be informed on
2361 the first day of each school year that written permission must be obtained from the
2362 District prior to transporting students in their personal vehicles.

2363 **ARTICLE 19: SHARED CONTRACT**

2364 19.1 **Shared Contract Application and Renewal**

2365 A shared contract is full-time service provided by two or more certificated,
2366 tenured unit members sharing one full-time assignment and assuming full-time
2367 responsibility for their students' program and progress. Only tenured unit
2368 members may initiate and enter into shared contracts for a period of one school
2369 year. Tenured unit members shall submit a written proposal to the site
2370 administrator on or before March 1 for a shared contract for the following school
2371 year. After consulting with the Assistant Superintendent, the site administrator
2372 may propose changes to the written proposal or may agree with the initial
2373 proposal. If the tenured unit members agree with the proposed changes, the
2374 proposal shall be implemented during the following school year upon approval of
2375 the Assistant Superintendent of Personnel Services. Unit members working an
2376 approved shared contract shall request renewal of the shared contract by March 1
2377 of each subsequent year. The Assistant Superintendent shall notify the unit
2378 members of the approval or rejection of the renewal request by March 15. If the
2379 Assistant Superintendent rejects a shared contract proposal or renewal, he/she will
2380 provide reasons for the rejection upon request.

2381 19.2 **Proration of Salary and Benefits**

2382 Unit members on a shared contract shall be placed on the regular salary schedule,
2383 paid proportionately for contracted service and receive a proration of fringe
2384 benefits and sick leave. The District and the unit member shall make
2385 contributions to STRS as required by law.

2386 19.3 **Return to Full-Time**

2387 Unit members on shared contracts who previously held a full-time position in the
2388 District shall have the right to return to a full-time position provided the unit
2389 members have notified the District in writing by April 1 of their intention to
2390 return to a full-time assignment in the subsequent school year. Unit members
2391 shall be returned to full-time status in the following school year provided there are
2392 vacant positions in the District for which the unit members are qualified to fill
2393 through specific training or experience.

2394 19.4 **Mutual Agreement Required**

2395 Teaching assignments may be shared by any arrangement mutually agreed to in
2396 writing by the tenured unit members and the District.

2397 19.5 **Step and Column Movement**

2398 Unit members sharing contracts shall receive salary step movement at the start of
2399 the school year, following the accumulation of one year of full-time service.
2400 Class movement shall be pursuant to existing District policy.

2401 19.6 **Plan for Shared Responsibilities**

2402 Responsibilities (including, but not limited to parent conferences, open house and
2403 back-to-school nights, faculty/staff meetings, adjunct duties) shall be allocated
2404 according to a plan designed by the teaching partners and recommended by the
2405 site administrator and submitted to the Assistant Superintendent or designee for
2406 approval. This plan shall be submitted along with the initial application for the
2407 shared contract and any renewal requests.

2408 19.7 **Evaluation Procedures**

2409 In case of a split year contract, evaluation timelines may be altered as part of the
2410 shared contract proposal approved by the District.

2411 **ARTICLE 20: NOTICE OF LAYOFF**

2412 In the event permanent and probationary unit members are laid off under the provisions
2413 of Education Code Section 44955 and/or 44955.5 in accordance with Section 44949, the
2414 dates prescribed in each of said sections will be followed.

2415 **ARTICLE 21: COLLABORATIVE ORGANIZATIONAL**
2416 **PROCESSES**

2417 21.1 The District and the Association, on behalf of its unit members, are committed to
2418 developing and implementing a shared decision making process which allows for
2419 the following:

2420 21.1.1 A model of site decision making initiated at each school;

2421 21.1.2 Broad based input from staff, community, and when appropriate,
2422 students; and

2423 21.1.3 Incorporation of District-wide needs and perspective in support of the
2424 programmatic and instructional needs of students.

2425 21.2 To this end, the District and Association will collaborate to develop a District-
2426 wide process, which incorporates the elements cited above.

2427 **ARTICLE 22: CONCERTED ACTIVITIES**

2428 22.1 **Strikes, Work Stoppage, Slow-downs**

2429 It is agreed and understood that there will be no strike, work stoppage, slow-
2430 down, or refusal or failure to fully and faithfully perform job functions and
2431 responsibilities by the Association or by its officers, agents, or members during
2432 the term of this Agreement, including compliance with the request of other labor
2433 organizations to engage in such activity

2434 22.2 **Association's Commitment to District**

2435 The Association recognizes the duty and obligation of its representatives to
2436 comply with the provisions of this Agreement and to make every effort toward
2437 inducing all unit members to do so. In the event of a strike, work stoppage, or
2438 slow-down, by unit members who are represented by the Association, the
2439 Association agrees in good faith to take all necessary steps in an attempt to cause
2440 those unit members to cease such action.

2441 **ARTICLE 23: EFFECT OF AGREEMENT**

2442 It is understood and agreed that the specific provisions contained in the Agreement shall
2443 prevail over District practices and procedures and over State laws to the extent permitted
2444 by State law, and that in the absence of specific provisions in this Agreement, such
2445 practices and procedures are discretionary with the District.

2446 **ARTICLE 24: COMPLETION OF MEET AND**
2447 **NEGOTIATION**

2448 During the term of this Agreement, the Association agrees that the District shall not be
2449 obligated to meet and negotiate with respect to any subject or matter whether or not
2450 referred to or covered in this Agreement, even though each subject or matter may not
2451 have been within the knowledge or contemplation of either or both the District or the
2452 Association at the time they met and negotiated on or executed this Agreement, and even
2453 though such subject or matters were proposed and later withdrawn. However, nothing in
2454 this Agreement shall prevent the parties from mutually agreeing to negotiate on any topic.

2455 **ARTICLE 25: SAVINGS PROVISIONS**

2456 If any provisions of this Agreement are held to be contrary to law by a court of competent
2457 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent
2458 permitted by law, but all other provisions will continue in full force and effect.

2459 **ARTICLE 26: LENGTH OF CONTRACT**

2460 26.1 This Agreement shall remain in full force and effect from July 1, 2014 up to and
2461 including June 30, 2017, and shall remain in effect until one of the parties notifies
2462 the other in writing of a request to modify, amend or terminate this Agreement.

2463 26.2 Proposals to modify, amend, or terminate this Agreement shall be presented in
2464 writing at a public meeting of the Board of Trustees as required by Government
2465 Code Section 3547.

2466 **ARTICLE 27: EXECUTION OF AGREEMENT**

2467 This Agreement is a result of good faith meetings and negotiations between CTAB and
2468 the Berryessa Union School District and was executed by both parties on March 21,
2469 2016, and approved by the Berryessa Union School District Board of Trustees on April
2470 12, 2016.

2471 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM:**

2472 **CTAB**

DISTRICT

2473 Kris Clarke, CTA Executive Director Phuong Le, Asst. Superintendent Business

2474 Joe Hermann, Teacher, Brooktree Parisa Nunez, Principal, Ruskin

2475 Melanie Ontiveros, Teacher, Sierramont Maila Nguyen, Administrative Asst.,
2476 Human Resources

2477 David Singh, Teacher, Sierramont Douglas Staine, Asst. Superintendent of
2478 Human Resources

2479 Amy Swain, Teacher, Morrill Chris Mosley, Principal, Sierramont

2480 Janet Sommer, Attorney
2481 Burke, Williams & Sorenson, L.L.P.

2482

2483

2484 **Signature for CTAB**

Signature for the District

2485 _____

2486 Melanie Ontiveros
2487 CTAB Bargaining Chair

Dr. Douglas Staine
Asst. Superintendent of Human Resources

2488 Date: _____

Date: _____

**APPENDIX A: SEXUAL HARRASSMENT Equal
Employment Opportunity: Affirmative Action
in Employment & Contracting; Harassment
Prohibited**

BOARD POLICY 4013 / 5133

PERSONNEL: GENERAL

Sexual Harassment

It is the district's policy to provide a working and learning environment free from all unlawful discrimination. Sexual harassment is a form of illegal sex discrimination. The district prohibits sexual harassment.

Any district student or employee who harasses another student or employee through sex-based conduct or communication violates this policy.

The district will promptly investigate all sexual harassment complaints and will take remedial action reasonably calculated to end the harassment. If a student engages in sexual harassment, remedial action may include discipline, up to and including expulsion. If an employee engages in sexual harassment, remedial action may include discipline, up to and including termination.

The Governing Board directs the Superintendent to establish administrative guidelines to implement the district's policy to provide a sexual harassment-free working and learning environment.

Legal References:

Education Code Sections 212.5, 212.6, 48900.2
Title VII of the 1964 Civil Rights Act
Title IX of the 1972 Educational Amendments

Policy Adopted: August 9, 1984
Revised Policy Adopted: March 10, 1992
Revised Policy Adopted: May 20, 1997

ADMINISTRATIVE REGULATION 4013 / 5133

PERSONNEL: GENERAL

Sexual Harassment

I. Sexual Harassment Defined

- A. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the work or educational setting, under any of the following conditions:
1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress.
 2. Submission to, or rejection of, the conduct is used as the basis of employment or academic decisions affecting the individual.
 3. The conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive working or educational environment. Even if the conduct or language is not sexual in nature, harassment based on the victim's gender may create a sexually discriminatory working or learning environment.
 4. Submission to, or rejection of, the conduct is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.
- B. Sexual harassment also includes any act of retaliation against a student or employee for reporting violations of this policy or for participating in the investigation of a sexual harassment complaint.
- C. Sexual Harassment Examples:
1. Sexual harassment can occur in a variety of circumstances.
 - The victim or the harasser may be a woman or a man, a girl or a boy; the victim does not have to be of the opposite sex.
 - A student can be the victim of sexual harassment by another student, the victim's teacher, another teacher, a principal, a counselor, a parent volunteer a coach, a custodian, an instructional aide, a school secretary, or any other agent or school district employee.

- An employee can be the victim of sexual harassment by the victim's classified or certificated supervisor, a supervisor in another area, a co-worker, a student, an agent of the school district or someone who is neither an employee nor a student.
 - The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.
2. Sexual harassment can include, but is not limited to the following unwelcome conduct:
- Physical: Leering; winking; throwing kisses; sexual gestures; deliberate touching; pinching; patting; leaning over; intentional rubbing or brushing against another individual's body; grabbing; fondling; kissing; cornering a person, blocking a person's way, or other physical interference with normal movement; attempted or actual rape or sexual assault; sexual intercourse.
 - Verbal: Sexual demands; sexual propositions; sexual slurs; sexual jokes; sexual teasing; sexual remarks; sexual questions; sexual telephone calls; catcalls or whistles; derogatory comments; too-familiar remarks about an individual's body parts; repeated, unwanted requests or pressure for dates; requests for sexual activity; remarks or rumors about an individual's sexual activities; unwelcome compliments; telling about sexual fantasies.
 - Visual: Sexually explicit posters, graphics, cartoons, drawings, or objects; sexually suggestive looks, gestures, leers or gawking.
 - Written: Notes or letters of a sexual nature; displays of sexually explicit literature, posters, or poems.
3. Conduct prohibited by this policy need not be sexual in nature. Any conduct that is based on the victim's gender can constitute harassment. For example, referring to women or girls as "chicks," "broad," etc.; making statements about women or girls based on stereotypes; suggesting that women or girls should not hold certain positions because they are incapable of carrying out certain functions.
4. Sexual conduct between an adult school employee and an elementary school student is never considered consensual. This policy will never deem an elementary school student to have welcomed or consented to an adult employee's sexually harassing conduct.

II. Supervisors' and Managers' Responsibility

District supervisory and management employees must enforce the district's sexual harassment prohibition and must promptly report all sexual harassment complaints they receive from students or employees. A supervisor's or manager's failure to report a sexual harassment complaint is grounds for discipline.

III. Confidentiality

The district will respect the confidentiality of the complainant and the individual(s) against whom the complaint is made as much as possible. The district will respect confidentiality within the limits of its legal obligations, including investigating sexual harassment allegations, and taking remedial and corrective action.

IV. Reporting Procedures

Any person who believes that a district student or employee has sexually harassed them or any person who knows or believes that they have knowledge of conduct that may constitute sexual harassment should report the alleged acts immediately.

A. Student Reports

The district encourages any adult who witnesses sexual harassment to intervene on the victim's behalf and immediately report the harassing conduct. The district does not, however, require any person to directly confront the harasser.

Any student who believes that they are a sexual harassment victim, or who knows of conduct that may constitute sexual harassment should report the alleged acts to a teacher, counselor, principal, or designated District Compliance Officer.

The report may be verbal or written. Using a formal reporting form is not required. If a student wants to use a form, one is available from the school office, school library, counseling office, and the District Compliance Officer.

Any teacher or counselor to whom alleged sexual harassment is reported shall immediately notify the school principal of the alleged acts, or if the complaint involves the principal, immediately notify the District Compliance Officer.

The principal shall immediately forward written reports to the District Compliance Officer. If the principal receives a verbal report, the principal shall immediately notify the District Compliance Officer and, as soon as possible, forward a written report to the District Compliance Officer. The report shall not be screened or investigated before it is forwarded to the District Compliance Officer. Failure to forward any sexual harassment report or complaint shall result in disciplinary action.

B. Employee Reports

The district encourages any employee who believes that they are a sexual harassment victim to directly inform the harasser that the conduct is unwelcome and must stop. A co-worker or other employee who witnesses sexual harassment should either intervene on the victim's behalf or immediately report the harassing conduct. The district does not, however, require the employees or witnesses to confront the harasser.

An employee who believes they are a sexual harassment victim, or who knows of conduct that may constitute sexual harassment should report the alleged conduct to his or her immediate supervisor, or to any supervisor or manager, or to the District Compliance Officer.

The report may be verbal or written. Using a formal reporting form is not required, although one is available from the school office, the district Human Resources Office, or the District Compliance Officer if the employee wants to use a written form.

A supervisory or management employee receiving a written sexual harassment complaint shall immediately forward it to the designated District Compliance Officer. If a supervisory or management employee receives a verbal complaint, they shall notify the District Compliance Officer immediately and, as soon as possible, forward a written report to the District Compliance Officer. The report shall not be screened or investigated before it is forwarded to the District Compliance Officer. Failure to forward any sexual harassment report or complaint shall result in disciplinary action.

C. Designation of "District Compliance Officer"

The Assistant Superintendent of Personnel is designated as the "District Compliance Officer" to receive sexual harassment reports or complaints. If the sexual harassment complaint involves the designated District Compliance Officer, the complaint shall be reported to the district Superintendent or the Superintendent's designee. If the complaint involves the Superintendent, the Superintendent's designee, or a Governing Board member, the Superintendent shall notify the Governing Board. The Board may choose to designate an independent third party to investigate the sexual harassment complaint.

V. Investigation

After receiving a sexual harassment report or complaint, the District Compliance Officer shall immediately authorize an investigation. The investigation may be conducted by district officials or by a third party designated by the district. At the investigation's conclusion, the investigator shall prepare a written report, which shall:

- describe the circumstances giving rise to the complaint;
- describe the complainant's allegations;
- describe the accused's response;
- summarize the testimony provided by other persons interviewed, including any witnesses the complainant or the accused identified;
- conclude whether persons interviewed are credible;
- describe any other factual information the investigator deems appropriate;
- report findings of fact and supporting evidence;
- conclude whether sexual harassment did or did not occur with respect to each allegation in the complaint; and
- recommend corrective action.

VI. District Action

After receiving the investigator's report, the Superintendent shall determine and implement an appropriate remedial and corrective response. The Superintendent shall report in writing the investigation's result and any proposed remedial and corrective action to the complainant.

If the sexual harassment complaint involved the Superintendent, the Governing Board shall determine and implement the appropriate remedial response, and report in writing the investigation's result and any proposed remedial action to the complainant.

Any district action taken in response to a determination that sexual harassment has occurred will be consistent with district policies and regulations, applicable collective bargaining agreements, and state and federal law.

VII. Reprisals and Retaliation Forbidden

The district will discipline any individual, student, or employee who retaliates against any person who: (1) reports alleged sexual harassment; or (2) assists or participates in an investigation or proceeding relating to a sexual harassment complaint. Retaliation includes all forms of intimidation, reprisal, or harassment.

VIII. Right to Alternative Complaint Procedures

The procedures contained in this policy are intended to supplement and not replace any applicable state and federal laws and regulations. Any individual may seek the

remedies available under state and federal law by filing formal complaints with the following state and federal agencies:

Department of Fair Employment and Housing Headquarters
2014 T Street, Suite 210
Sacramento, California 95814

Equal Employment Opportunity Commission (EEOC)
96 North 3rd Street
San Jose, California 95112

IX. Sexual Harassment as Child Abuse

In some circumstances, sexual harassment may also constitute child abuse or other criminal conduct. The district will comply with reporting requirements and other obligations under state law.

X. Policy Distribution

A copy of this sexual harassment policy shall be displayed in prominent locations in the district's main administrative building and other work sites and school sites where notices regarding the district's rules, regulations, procedures, and standards of conduct are usually posted.

A copy of this policy shall be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session, as applicable. A copy of this policy shall be provided for each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that a new employee is hired.

A copy of this policy on sexual harassment shall appear in all district publications that set forth district rules, regulations, procedures, and standards of conduct.

Legal Reference: Education Code Sections 212.5, 212.6, 48900.2
 Title VII of the 1964 Civil Rights Act
 Title IX of the 1972 Educational Amendments

Adopted: May 20, 1997

State/Local Fair Employment Practice Agencies (FEPA)

Department of Fair Employment and Housing (DFEH) – Communications Headquarters

2218 Kausen Drive, Suite 100
Elk Grove, California 95758
800-884-1684

DFEH District Offices

Bakersfield District Office

1001 Tower Way, Suite 250
Bakersfield, California 93309
661-395-2729

Fresno District Office

1320 East Shaw Avenue, Suite 150
Fresno, California 93710

Los Angeles District Office

611 West 6th Street, Suite 1500
Los Angeles, California 90017
213-439-6799

Oakland District Office

1515 Clay Street, Suite 701
Oakland, California 94612-2512
510-622-2941

Sacramento District Office

2000 "O" Street, Suite 120
Sacramento, California 95814
916-445-5523

San Diego District Office

1350 Front Street, Suite 3005
San Diego, California 92101
619-645-2681

San Francisco District Office

1515 Clay Street, Suite 701
Oakland, California 94612-2512
510-622-2941

San Jose District Office

111 North Market Street, Suite 810
San Jose, California 95113-1102
408-277-1277

Santa Ana District Office

2101 East 4th Street, Suite 255-B
Santa Ana, California 92705
714-558-4266

Equal Employment Opportunity Commission (EEOC) Offices

Fresno Local Office

1265 West Shaw Avenue, Suite 103
Fresno, California 93711
559-487-5793

San Diego Area Office

401 B Street, Suite 1550
San Diego, California 92101
619-557-7235

Los Angeles District Office

255 East Temple, 4th Floor
Los Angeles, California 90012
213-894-1121

San Francisco District Office

901 Market Streets, Suite 500
San Francisco, California 94103
415-356-5100

Oakland Local Office

1301 Clay Street, Suite 1170-N
Oakland, California 94612-5217
510-637-3230

San Jose Local Office

96 North 3rd Street, Suite 200
San Jose, California 95112
408-291-7352

BOARD POLICY 4020

PERSONNEL: GENERAL

Equal Employment Opportunity: Affirmative Action in Employment & Contracting; Harassment Prohibited

It is the policy of the Berryessa Union School District to assure equal employment opportunity and to prohibit discrimination in employment, promotion, compensation, training, transfer or assignment, based on race, religion, color, gender, sexual orientation, age, citizenship, national origin, challenging conditions or any other factors not related to job duties.

The District prohibits sexual harassment of employees, applicants for employment, students, and persons visiting school grounds and facilities. Employees and others who believe they have experienced sexual harassment are encouraged to file a complaint with the Superintendent under policy and administrative guidelines 4013: Sexual Harassment.

The District also prohibits harassment of employees and applicants for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, by District administrators or employees. "Harassment" includes verbal, physical, and visual forms of harassment. Employees who believe they have experienced prohibited harassment may file a complaint under the Board's Miscellaneous Complaint policy.

Employees who have committed prohibited harassment will be disciplined in accordance with law and established procedures.

The Berryessa Union School District recognizes that mere prohibition of discriminatory practice is not enough to assure elimination of such practices. Affirmative, aggressive, well-directed action is needed to remedy the effects of past inequities and to assure that all possible barriers to employment of minorities and women are eliminated at all employment levels within the District. This includes aggressive efforts to recruit and assist minorities, as well as women or men in any occupational areas where either gender is under-utilized.

Bilingual and bicultural staff shall be selected where such qualifications are job related as required to meet the needs of bilingual/bicultural children. The applicant whose background and training is most appropriate for a specific position will be hired. Factors such as culture, background, and language will be considered important aspects.

The Berryessa Union School District, by this policy, is pledged to attain racial and gender parity between employees of Berryessa Union School District and the student population of Berryessa Union School District. Parity shall be attained at all responsibility levels and within every classification of both the certificated and classified work force.

The Board encourages community involvement in the hiring procedures of the District and endorses the committee concept as a method of achieving community participation in the employment process. Committees should be established to assist in the

implementation of the Affirmative Action Program. These committees shall be composed of citizens who reflect the racial/ethnic classifications of the community.

- | | |
|-------------------------------------|---|
| Legal References: | California Administrative Code, Title V, Division 1 of Part I Guidelines for Affirmative Action Employment Programs California State Board of Education |
| General References: | California Education Code 44100-44105 (Article 4) Affirmative Action Employment California Fair Employment Practices Act (Sections 1410, et seq.) Titles VI and VII, Civil Rights Acts of 1964 (41 U.S.C. 2000(d)-2000(e)-15) Title 45, Code of Federal Regulations (Sections 70.1-70.16) Presidential Executive Order 11246, as amended by Executive Order 11375 California Code of Fair Practices California Government Code Section 12940 2 California Code of Regulations Section 7287.6(b) |
| Policy (4111.1 and 4211.1) Adopted: | September 25, 1975 |
| Renumbered 4020 Policy Adopted: | July 28, 1983 |
| Revised policy Adopted: | April 20, 1993 |
| Revised Policy Adopted: | July 15, 1997 |

ADMINISTRATIVE REGULATION 4020

PERSONNEL: GENERAL

Equal Employment Opportunity; Affirmative Action in Employment & Contracting; Harassment Prohibited

Administrative guidelines 4013 address sexual harassment. These administrative guidelines address: (1) equal affirmative action for employment opportunity; (2) contractors' affirmative action program for minority employment; and, (3) unlawful harassment.

As an equal opportunity employer, Berryessa Union School District shall follow practices which are directed toward the assurance that no barriers exist to employment, development, advancement, and treatment of employees on the basis of creed, national origin, race/ethnicity, gender, sexual orientation, age, citizenship, or challenging condition.

I. Intent

It is the intent of the Administration that:

- A. Employment and advancement within the District shall be freely open to all persons regardless of creed, national origin, race/ethnicity, gender, age, citizenship, or challenging conditions.
- B. Aggressive efforts shall be made to recruit members of minority communities and women on administrative levels of the work force.
- C. Personnel programs shall be administered in a manner which shall insure no barriers to promotion, transfer assignments, retentions, or training on the basis of gender, race/ethnicity, national origin, creed, age, citizenship, or handicapping condition.
- D. The goal of the District is to establish and maintain a staff which is reflective of the student population in racial/ethnic balance.
- E. A Racial/Ethnic/Gender Survey will be taken annually. Results will be reported to the Board of Trustees by March 15th of each year.

II. Criteria

The following criteria will be used in determining an appropriate balance of personnel:

- A. Assessment of under-represented groups in all employment classifications.
- B. Representation of diverse minority groups within the staff and bilingual skills for specific occupational qualifications if job related.

- C. Representation of diverse minority groups and women at the supervisory and administrative levels.
- D. Selection and assignment of minorities and men to assure distribution among schools of the District with particular attention to men in the primary grades.

III. Implementation

The District will develop an aggressive system to recruit and identify minority, female, and challenged applicants, and compile data to determine if inequities exist within the work force with particular reference to compensation, job responsibility, training, and promotion.

- A. Other factors being equal, priority shall be given to minority applicants for positions to which the assignment of a minority candidate is considered advantageous.
- B. Every possible effort shall be made to encourage the opportunity for training and recruitment of minority personnel where under-utilization of women or men and minorities exists and to determine the causes for such under-utilization.

IV. Procedures

- A. The district will actively seek to correct under-representation by publicizing vacancies as widely as practical in order to attract the best possible candidates.
- B. The District will encourage staff members to refer to the Human Resources Office candidates they believe to be qualified for positions in the District where parity does not exist.
- C. The District will actively seek and employ minority and male/female in all job classifications where disparities exist in the District.
- D. The District will actively recruit minority substitutes for all job classifications.

V. Responsibilities

A. The Superintendent

1. Makes clear the intent of the Affirmative Action Program, the office's commitment to the program, and the duties and responsibilities of principals and supervisors under the program.
2. Provides for special training for school Principals, Supervisors, and Department Heads.
3. Ensures that Principals and Supervisors or Department Heads are implementing the Affirmative Action Program in their individual units.

4. Provides all necessary staff support to the Affirmative Action Program.
 5. Evaluates the efforts of unit heads (Principals, Supervisors, Department Heads).
- B. Assistant Superintendent of Human Resources
1. Coordinates the Affirmative Action Policy at all levels.
 2. Publicizes vacancies and job specifications through appropriate agencies to give maximum opportunity for minority and women recruitment at all levels of employment, including males at the elementary level. Recruitment procedures will be clearly defined and available to the public in the Human Resources Office.
 3. Evaluates personnel practices and selection processes that are discriminatory or place artificial barriers to employment of persons in all classifications. Evaluations of all personnel procedures will include and emphasize the critical and unique employment problems faced by minority women.
 4. Provides a record-keeping system which allows for applicant flow analysis. Holds exit interviews whenever possible.
- C. Affirmative Action Officer
1. Coordinates the Affirmative Action Policy at all levels.
 2. Assists in developing and recommending in-service programs and workshops for staff to help in promoting the concept, goals, and procedures of the Affirmative Action Policy.
 3. Provides information to the community and any requesting organization on policy and operational procedures of Affirmative Action progress.
 4. Evaluates personnel practices and selection processes that are discriminatory or place artificial barriers to employment of persons in all classifications. Evaluations of all personnel procedures will include and emphasize the critical and unique employment problems faced by minority women.
- D. Principals, Supervisors, and Department Heads
1. It shall be the responsibility of all administrators, supervisors, and department heads to see that the Affirmative Action Program is implemented in their schools, departments, or programs. Specifically, administrators and supervisors must:
 - a. Supply the Assistant Superintendent of Human Resources with data on their work force as the Assistant Superintendent of Human Resources may request.

- b. Report any discrimination problem or policy conflicts to the Superintendent, and the Human Resources Department.
- c. Inform employees and prospective employees of the District's Affirmative Action Policy and Regulations.

UNLAWFUL HARASSMENT

1. Harassment Prohibited

Harassment of employees and applicants for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, by district administrators or employees is prohibited.

Employees who believe they have experienced prohibited harassment may file a complaint under these guidelines or the Board's Miscellaneous Complaint Policy. Employees who have committed prohibited harassment will be disciplined in accordance with law and established procedures.

2. Harassment Defined

- A. Harassment is defined as verbal, visual, or physical conduct or communication, including name-calling of a district employee by another district employee based on the harassed employee's race, religious creed, color, national origin, ancestry, disability, marital status, gender, or age.
 1. "Verbal harassment" includes epithets, including name-calling, and other derogatory comments or slurs concerning the race, religious creed, color, national origin, ancestry, disability, marital status, gender, or age of persons who hear them.
 2. "Physical harassment" includes assault, battery, impeding or blocking movement, and any other physical interference with normal work or movement that is directed at an individual on the basis of the harassed individual's race, religious creed, color, national origin, ancestry, disability, marital status, gender, or age.
 3. "Visual harassment" includes posters, notices, bulletins, cartoons, drawings, graffiti, pictures, videos, and other visual media that derogate the race, religious creed, color, national origin, ancestry, disability, marital status, gender, or age of any person who observes them.
- B. Harassment also includes any act of retaliation against an employee for reporting violations of this policy or for assisting or participating in the investigation of a harassment complaint.

- C. Harassment does not include speech or other forms of communication protected by the First Amendment to the United States Constitution or by Article 1, Section 2 of the California Constitution.
 - D. The district will take disciplinary action up to and including termination against any district employee who harasses another district employee or applicant for employment in violation of these guidelines.
 - E. Sexual harassment is covered by policy and administrative guidelines 4013.
3. Supervisors' and Managers' Responsibility
- District supervisory and management employees shall enforce the district's harassment prohibition and shall promptly report all harassment complaints they receive from employees to the Superintendent's Office. A supervisor's or manager's failure to report a harassment complaint is grounds for discipline.
4. Confidentiality
- The district will respect the confidentiality of the complainant, the individuals(s) against whom the complaint is made, and any witnesses to the greatest extent possible, consistent with the district's legal obligations and the need to investigate harassment allegations and to take remedial and corrective action.
5. Complaint
- A. The district recognizes that some forms of harassment may be resolved through open discussion between the individuals involved. The district encourages any employee who believes that he or she has been harassed to directly inform the harasser that the conduct is unwelcome and must stop. The district encourages any co-worker or other employee who witnesses prohibited harassment to intervene on the victim's behalf and immediately report the harassing conduct. The district does not, however, require either the victim or witnesses to confront the harasser.
 - B. The District asks all employees who believe they have been harassed by another district employee, and any persons who know or believe that they have knowledge of conduct that may constitute harassment prohibited under these guidelines, to report the alleged conduct to their immediate supervisor, to any other district supervisor or manager, or to the Superintendent's Office. Reporting acts of harassment immediately will enable the district to take corrective action and to take steps to prevent additional harassment.
 - 1. The report may be verbal or written. Using a formal complaint form is not required, although one is available in each school office, the district Human Resources Office, or the Superintendent's Office if the employee wants to use a written form.

2. A supervisory or management employee receiving a written harassment complaint from a district employee shall immediately forward it to the Superintendent's Office. A supervisory or management employee receiving a verbal complaint shall immediately notify the Superintendent's Office, reduce the complaint to writing, and within a reasonable time after receiving the complaint, forward a written report to the Superintendent's Office. Failure to report the complaint as required shall be grounds for discipline.

C. The Superintendent will investigate harassment complaints under the district's Miscellaneous Complaint Policy. The time limits stated in administrative guidelines under that policy may be waived by agreement of the district and complainant.

6. Report

The administrator or designee investigating the complaint shall prepare a written report that:

- describes the circumstances giving rise to the complaint;
- describes the complainant's allegations;
- describes the accused's response;
- summarizes the testimony provided by other persons interviewed, including any witnesses the complainant or the accused identified;
- concludes whether persons interviewed are credible;
- describes any other factual information the investigator deems appropriate;
- reports findings of fact and supporting evidence;
- concludes whether prohibited harassment did or did not occur with respect to each allegation in the complaint; and
- recommends corrective action.

7. Reprisals and Retaliation Forbidden

The district will discipline any employee who retaliates against any person who: (1) reports alleged harassment; or (2) assists or participates in an investigation or proceeding relating to a harassment complaint. Retaliation includes all forms of intimidation, reprisal, or harassment.

8. Employee's Right to Alternative Complaint Procedures

- A. The procedures contained in this policy are intended to supplement and not replace any applicable state and federal laws and regulations governing employee rights. Any district employee may seek the remedies available under state and federal law by filing formal complaints with the following state and federal agencies:

Department of Fair Employment and Housing Headquarters
2014 T Street, Suite 210
Sacramento, California 95814

Equal Employment Opportunity Commission (EEOC)
96 North 3rd St.
San Jose, California 95112

- B. Employees who believe they have experienced sexual harassment may file a complaint under district policy and administrative guidelines 4013.

9. Notice to Employees

The Superintendent shall inform district employees of their right to be free from prohibited harassment under state and federal law. The Superintendent shall see that employees are aware of these guidelines and understand that persons who are subjected to prohibited harassment may freely complain about that conduct to district officials who will promptly and thoroughly investigate their complaints, and that persons who engage in prohibited harassment will be appropriately disciplined.

Legal reference:

Title VII of the 1964 Civil Rights Act
California Government Code Section 12940
2 California Code of Regulations Section 7287.6 (b)

Approved: October, 1983
Revised: April 20, 1993
Revised: July 15, 1997

APPENDIX B: DEFINITIONS

1. **Administration, Administrator(s)** –as used in this Agreement means any individual or group of individuals employed by the Berryessa Union School District in an administrative position as defined in the Government Code Section 3540.1(g).
2. **Agreement, District, Association and Act** – as used in this Agreement are defined in Article 1.1 of this Agreement.
3. **Collaboration or Working on a Collaborative Basis** – as used in this Agreement means a process in which *administrators and unit members* come together and discuss ideas and proposals in an open and forthright manner with the goal of solving problems through a team approach. Two principles are central to this process: the arrival at solutions to problems is based on the broadest possible consensus of the individuals involved; and the rights of those individuals who are of the minority opinion or position are protected to as great an extent as possible.
4. **Collaborative Bargaining Team** – The composition of the Collaborative Bargaining Team has an agreed upon number of administrators chosen by the District and an agreed upon number of unit members chosen by the Association. The Collaborative Bargaining Team uses the interest-based collaborative process for negotiations and problem solving.
5. **Conferee** – a conferee is a fellow faculty member, department head, supervisor, administrator, organization representative, or other individual (Article 7.2.1).
6. **Designee** – as used in this Agreement means any individual chosen, either on a one time or on an ongoing basis, by a manager to represent him/her in the labor management relationship created through this Agreement.
7. **Domestic Partner** – Domestic partners, as defined under CalPERS Health Benefits Program, are same sex over the age of 18, or opposite-sex age 62 or older whose domestic partnership is registered with the Secretary of State. A “Declaration of Domestic Partnership” (DPA 680) form must be submitted to the Secretary of State. (The form is available at the county clerk offices and at the Office of the Secretary of State.) As of January 1, 2002, opposite-sex domestic partners with just one partner age 62 or older will also be eligible to register with the Secretary of State.
8. **Egregious** – Remarkably bad; flagrant.
9. **Emergency** – as used in this Agreement means a sudden unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
10. **Unit Member** – as used in this Agreement means any individual who is employed by the Berryessa Union School District and is a member of the Certificated Bargaining Unit.

11. **Grievance** – an allegation by a grievant that he/she has been adversely affected by a violation of the specific provision of the contract. Actions to challenge or change the policies of the District as set forth in the rules and regulations, or administrative procedures, must be undertaken through separate processes. (Article 7.3.1)
12. **Grievant** – A unit member, a group of unit members having the same grievance or the Association when filed by the Association President or designee. (Art. 7.3.1)
13. **Management** – as used in this Agreement means any individual or group of individuals employed by the Berryessa Union School District in an administrative position as defined in Government Code Section 3540.1(g).
14. **Party or Parties** – as used in this Agreement means an individual or group representing the labor or management partners to this Agreement, or individuals or groups who are administrators or unit members at school or District sites.
15. **Per Diem Rate of Pay or Per Diem** – as used in this Agreement is the salary of a unit member as defined in Article 9.3 of this Agreement divided by the number of days in the regular unit member work year. (See 14.8.1 and 14.8.2 for work year.)
16. **Salary** – a unit member’s salary is where they are placed on the salary schedule plus special compensation for those unit members identified in the current contract in Appendix A, Item 4. (Article 9.3)
17. **Site Administrator** – as used in this Agreement means any individual employed by the Berryessa Union School District in an administrative position *at a specific school site* as defined in Government Code Section 3540.1(g)
18. **Working Day** – a “working day” is any day on which the central administrative offices of the Berryessa Union School District office *are* open for business. (Article 7.3.3)

APPENDIX C1: 2014-2015 CERTIFICATED SALARY SCHEDULE

BERRYESSA UNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132

Appendix C1

Teachers Salary Schedule 2014-2015 Effective 07/01/2014 5.5%

| Step\Range | C | | D | | E | | F | | G | | | |
|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------------------------|----------|
| | BA+30 | MA | BA+45 | MA | BA+60 | MA | BA+75 | MA | BA+90 | MA | | |
| 1 | 51,000 | 52,725 | 51,000 | 52,725 | 51,000 | 52,725 | 53,285 | 55,010 | 55,900 | 57,625 | Master Stipend | \$1,725 |
| 2 | 51,000 | 52,725 | 51,000 | 52,725 | 53,192 | 54,917 | 55,700 | 57,425 | 58,313 | 60,038 | LSH/RSP/SDC stipend | \$1,000 |
| 3 | 51,000 | 52,725 | 52,882 | 54,607 | 55,608 | 57,333 | 58,112 | 59,837 | 60,726 | 62,451 | Counselor stipend | \$1,000 |
| 4 | 52,881 | 54,406 | 55,296 | 57,021 | 58,024 | 59,749 | 60,520 | 62,245 | 63,139 | 64,864 | | |
| 5 | 55,094 | 56,819 | 58,775 | 60,500 | 60,443 | 62,168 | 62,933 | 64,658 | 65,550 | 67,275 | | |
| 6 | 57,506 | 59,231 | 61,459 | 63,184 | 63,935 | 65,660 | 65,345 | 67,070 | 67,946 | 69,671 | | |
| 7 | 59,919 | 61,644 | 64,138 | 65,863 | 66,620 | 68,345 | 67,759 | 69,484 | 70,375 | 72,100 | Doctoral Stipend | |
| 8 | 62,332 | 64,057 | 66,819 | 68,544 | 69,307 | 71,032 | 70,173 | 71,898 | 72,789 | 74,514 | 3% of cell placement | |
| 9 | 64,742 | 66,467 | 69,501 | 71,226 | 71,992 | 73,717 | 72,586 | 74,311 | 75,195 | 76,920 | | |
| 10 | | | 72,181 | 73,906 | 74,677 | 76,402 | 74,996 | 76,721 | 77,610 | 79,335 | Psychologists | |
| 11 | | | | | 77,362 | 79,087 | 77,409 | 79,134 | 80,022 | 81,747 | 10% of cell placement | |
| 12 | | | | | | | 79,821 | 81,546 | 82,433 | 84,158 | | |
| 13 | | | | | | | 82,235 | 83,960 | 84,846 | 86,571 | Hourly Rate | \$42.64 |
| 15 | | | | | 78,350 | 80,075 | 83,222 | 84,947 | 85,836 | 87,561 | Without ELD certification | |
| 17 | | | | | 79,338 | 81,063 | 84,212 | 85,937 | 86,824 | 88,549 | .9835 of cell placement | |
| 19 | | | | | 80,328 | 82,053 | 85,199 | 86,924 | 87,812 | 89,537 | | |
| 21 | | | | | 81,317 | 83,042 | 86,188 | 87,913 | 88,801 | 90,526 | Work Year | |
| 23 | | | | | 82,306 | 84,031 | 87,175 | 88,900 | 89,788 | 91,513 | Psychologist | 194 days |
| 25 | | | | | 83,294 | 85,019 | 88,164 | 89,889 | 90,776 | 92,501 | Counselor | 194 days |
| 27 | | | | | 84,282 | 86,007 | 89,154 | 90,879 | 91,765 | 93,490 | Program Specialist | 194 days |
| 29 | | | | | 85,270 | 86,995 | 90,141 | 91,866 | 92,756 | 94,481 | Librarian | 194 days |
| 31 | | | | | 85,942 | 87,667 | 91,130 | 92,855 | 93,745 | 95,470 | Nurse | 196 days |
| 33 | | | | | 86,260 | 87,985 | 92,119 | 93,844 | 94,735 | 96,460 | Teacher | 183 days |
| | | | | | | | | | | | Teacher Advisor | 192 days |

Board Approve Date January 20, 2015


Signature

Date 1/22/2015

APPENDIX C2: 2015-2016 CERTIFICATED SALARY SCHEDULE

Appendix C2

BERRYESSA UNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132

Teachers Salary Schedule 2015-2016 Effective 07/01/2015 4%

| Step/Range | C | | D | | E | | F | | G | | | |
|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|-------------------------------------|----------|
| | BA+30 | MA | BA+45 | MA | BA+60 | MA | BA+75 | MA | BA+90 | MA | | |
| 1 | 53,040 | 54,765 | 53,040 | 54,765 | 53,040 | 54,765 | 55,416 | 57,141 | 58,136 | 59,861 | Master Stipend | \$1,725 |
| 2 | 53,040 | 54,765 | 53,040 | 54,765 | 55,320 | 57,045 | 57,928 | 59,653 | 60,646 | 62,371 | LSH/RSP/SDC stipend | \$1,000 |
| 3 | 53,040 | 54,765 | 54,997 | 56,722 | 57,832 | 59,557 | 60,436 | 62,161 | 63,155 | 64,880 | Counselor stipend | \$1,000 |
| 4 | 54,788 | 56,513 | 57,508 | 59,233 | 60,345 | 62,070 | 62,941 | 64,666 | 65,665 | 67,390 | School Social Worker Stipend | \$1,000 |
| 5 | 57,298 | 59,023 | 61,126 | 62,851 | 62,861 | 64,586 | 65,450 | 67,175 | 68,172 | 69,897 | Doctoral Stipend | |
| 6 | 59,806 | 61,531 | 63,917 | 65,642 | 66,492 | 68,217 | 67,959 | 69,684 | 70,664 | 72,389 | 3% of cell placement | |
| 7 | 62,316 | 64,041 | 66,704 | 68,429 | 69,285 | 71,010 | 70,469 | 72,194 | 73,190 | 74,915 | | |
| 8 | 64,825 | 66,550 | 69,492 | 71,217 | 72,079 | 73,804 | 72,980 | 74,705 | 75,701 | 77,426 | | |
| 9 | 67,332 | 69,057 | 72,281 | 74,006 | 74,872 | 76,597 | 75,489 | 77,214 | 78,203 | 79,928 | | |
| 10 | | | 75,068 | 76,793 | 77,664 | 79,389 | 77,996 | 79,721 | 80,714 | 82,439 | Program Specialist | |
| 11 | | | | | 80,456 | 82,181 | 80,505 | 82,230 | 83,223 | 84,948 | Teacher Advisor/Instructional Coach | |
| 12 | | | | | | | 83,014 | 84,739 | 85,730 | 87,455 | 10% of cell placement | |
| 13 | | | | | | | 85,524 | 87,249 | 88,240 | 89,965 | Hourly Rate | \$44.34 |
| 15 | | | | | 81,484 | 83,209 | 86,551 | 88,276 | 89,269 | 90,994 | Without ELD certification | |
| 17 | | | | | 82,512 | 84,237 | 87,580 | 89,305 | 90,297 | 92,022 | .9835 of cell placement | |
| 19 | | | | | 83,541 | 85,266 | 88,607 | 90,332 | 91,324 | 93,049 | Work Year | |
| 21 | | | | | 84,570 | 86,295 | 89,636 | 91,361 | 92,353 | 94,078 | Counselor | 194 days |
| 23 | | | | | 85,598 | 87,323 | 90,662 | 92,387 | 93,380 | 95,105 | Program Specialist | 194 days |
| 25 | | | | | 86,626 | 88,351 | 91,691 | 93,416 | 94,407 | 96,132 | Librarian | 194 days |
| 27 | | | | | 87,653 | 89,378 | 92,720 | 94,445 | 95,436 | 97,161 | Nurse | 196 days |
| 29 | | | | | 88,681 | 90,406 | 93,747 | 95,472 | 96,466 | 98,191 | Teacher | 183 days |
| 31 | | | | | 89,380 | 91,105 | 94,775 | 96,500 | 97,495 | 99,220 | Teacher Advisor/Instructional Coach | 192 days |
| 33 | | | | | 89,710 | 91,435 | 95,804 | 97,529 | 98,524 | 100,249 | School Social Worker | 196 days |

Board Approve Date April 12, 2016

Sharon B. U
Signature

Date 5/6/16

APPENDIX C3: 2015-2016 CERTIFICATED PSYCHOLOGIST SALARY SCHEDULE

BERRYESSA UNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132

Appendix C3

Psychologist Salary Schedule 2015-16

Teachers Salary Schedule 2015-2016 Effective 07/01/2015 4%

Master Stipend 1,725 194 Days

| Step/Range | C | | D | | E | | F | | G | | Master Stipend | \$1,725 |
|------------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|----------------------|----------|
| | BA+30 | MA | BA+45 | MA | BA+60 | MA | BA+75 | MA | BA+90 | MA | | |
| 1 | 61,851 | 63,576 | 61,851 | 63,576 | 61,851 | 63,576 | 64,622 | 66,347 | 67,794 | 69,519 | | |
| 2 | 61,851 | 63,576 | 61,851 | 63,576 | 64,509 | 66,234 | 67,551 | 69,276 | 70,720 | 72,445 | | |
| 3 | 61,851 | 63,576 | 64,133 | 65,858 | 67,439 | 69,164 | 70,476 | 72,201 | 73,646 | 75,371 | | |
| 4 | 63,890 | 65,615 | 67,061 | 68,786 | 70,369 | 72,094 | 73,397 | 75,122 | 76,573 | 78,298 | | |
| 5 | 66,816 | 68,541 | 71,280 | 73,005 | 73,303 | 75,028 | 76,323 | 78,048 | 79,497 | 81,222 | | |
| 6 | 69,741 | 71,466 | 74,535 | 76,260 | 77,538 | 79,263 | 79,248 | 80,973 | 82,403 | 84,128 | | |
| 7 | 72,668 | 74,393 | 77,784 | 79,509 | 80,794 | 82,519 | 82,176 | 83,901 | 85,348 | 87,073 | | |
| 8 | 75,594 | 77,319 | 81,036 | 82,761 | 84,053 | 85,778 | 85,103 | 86,828 | 88,276 | 90,001 | Doctoral Stipend | |
| 9 | 78,517 | 80,242 | 84,288 | 86,013 | 87,309 | 89,034 | 88,030 | 89,755 | 91,194 | 92,919 | 3% of cell placement | |
| 10 | | | 87,539 | 89,264 | 90,566 | 92,291 | 90,953 | 92,678 | 94,123 | 95,848 | | |
| 11 | | | | | 93,822 | 95,547 | 93,879 | 95,604 | 97,048 | 98,773 | | |
| 12 | | | | | | | 96,804 | 98,529 | 99,972 | 101,697 | | |
| 13 | | | | | | | 99,732 | 101,457 | 102,898 | 104,623 | | |
| 15 | | | | | 95,020 | 96,745 | 100,929 | 102,654 | 104,099 | 105,824 | | |
| 17 | | | | | 96,218 | 97,943 | 102,129 | 103,854 | 105,297 | 107,022 | | |
| 19 | | | | | 97,419 | 99,144 | 103,326 | 105,051 | 106,495 | 108,220 | | |
| 21 | | | | | 98,618 | 100,343 | 104,526 | 106,251 | 107,695 | 109,420 | Work Year | |
| 23 | | | | | 99,818 | 101,543 | 105,723 | 107,448 | 108,892 | 110,617 | Psychologist | 194 days |
| 25 | | | | | 101,016 | 102,741 | 106,922 | 108,647 | 110,090 | 111,815 | | |
| 27 | | | | | 102,214 | 103,939 | 108,123 | 109,848 | 111,289 | 113,014 | | |
| 29 | | | | | 103,412 | 105,137 | 109,320 | 111,045 | 112,491 | 114,216 | | |
| 31 | | | | | 104,227 | 105,952 | 110,519 | 112,244 | 113,691 | 115,416 | | |
| 33 | | | | | 104,613 | 106,338 | 111,719 | 113,444 | 114,891 | 116,616 | | |

Board Approve Date April 12, 2016

Frans J. U.
Signature

Date 5/6/16

9/14/2016

APPENDIX C4: 2016-2017 CERTIFICATED SALARY SCHEDULE

Appendix C4

BERRYESSA UNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132

Un Y-Rated Teachers Salary Schedule 2016-2017 Effective 07/01/2016 3.75%

| Step\Range | C | | D | | E | | F | | G | |
|------------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|
| | BA+30 | MA | BA+45 | MA | BA+60 | MA | BA+75 | MA | BA+90 | MA |
| 1 | 55,029 | 56,754 | 56,108 | 57,833 | 57,187 | 58,912 | 57,494 | 59,219 | 60,316 | 62,041 |
| 2 | 56,108 | 57,833 | 57,187 | 58,912 | 58,266 | 59,991 | 60,100 | 61,825 | 62,920 | 64,645 |
| 3 | 57,187 | 58,912 | 58,266 | 59,991 | 60,001 | 61,726 | 62,702 | 64,427 | 65,523 | 67,248 |
| 4 | 58,266 | 59,991 | 59,665 | 61,390 | 62,591 | 64,316 | 65,301 | 67,026 | 68,127 | 69,852 |
| 5 | 59,447 | 61,172 | 63,418 | 65,143 | 65,187 | 66,912 | 67,904 | 69,629 | 70,728 | 72,453 |
| 6 | 62,049 | 63,774 | 66,314 | 68,039 | 67,778 | 69,503 | 70,507 | 72,232 | 73,314 | 75,039 |
| 7 | 64,653 | 66,378 | 69,205 | 70,930 | 70,368 | 72,093 | 73,112 | 74,837 | 75,935 | 77,660 |
| 8 | 67,256 | 68,981 | 72,098 | 73,823 | 72,959 | 74,684 | 75,717 | 77,442 | 78,540 | 80,265 |
| 9 | 69,857 | 71,582 | 74,992 | 76,717 | 75,550 | 77,275 | 78,320 | 80,045 | 81,136 | 82,861 |
| 10 | 69,857 | 71,582 | 77,883 | 79,608 | 78,140 | 79,865 | 80,921 | 82,646 | 83,741 | 85,466 |
| 11 | 69,857 | 71,582 | 77,883 | 79,608 | 80,731 | 82,456 | 83,524 | 85,249 | 86,344 | 88,069 |
| 12 | 69,857 | 71,582 | 77,883 | 79,608 | 82,103 | 83,828 | 86,127 | 87,852 | 88,945 | 90,670 |
| 13 | 69,857 | 71,582 | 77,883 | 79,608 | 83,473 | 85,198 | 88,731 | 90,456 | 91,549 | 93,274 |
| 14 | 69,857 | 71,582 | 77,883 | 79,608 | 84,845 | 86,570 | 88,731 | 90,456 | 91,549 | 93,274 |
| 15 | 69,857 | 71,582 | 77,883 | 79,608 | 86,216 | 87,941 | 91,778 | 93,503 | 94,598 | 96,323 |
| 16 | 69,857 | 71,582 | 77,883 | 79,608 | 86,216 | 87,941 | 91,778 | 93,503 | 94,598 | 96,323 |
| 17 | 69,857 | 71,582 | 77,883 | 79,608 | 88,959 | 90,684 | 94,825 | 96,550 | 97,647 | 99,372 |
| 18 | 69,857 | 71,582 | 77,883 | 79,608 | 88,959 | 90,684 | 94,825 | 96,550 | 97,647 | 99,372 |
| 19 | 69,857 | 71,582 | 77,883 | 79,608 | 91,703 | 93,428 | 97,873 | 99,598 | 100,696 | 102,421 |
| 20 | 69,857 | 71,582 | 77,883 | 79,608 | 91,703 | 93,428 | 97,873 | 99,598 | 100,696 | 102,421 |
| 21 | 69,857 | 71,582 | 77,883 | 79,608 | 93,074 | 94,799 | 99,397 | 101,122 | 102,219 | 103,944 |

| | |
|-------------------------------------|----------|
| Master Stipend | \$1,725 |
| LSH/RSP/SDC stipend | \$1,000 |
| Counselor stipend | \$1,000 |
| School Social Worker Stipend | \$1,000 |
| Doctoral Stipend | |
| 3% of cell placement | |
| Program Specialist | |
| Teacher Advisor/Instructional Coach | |
| 10% of cell placement | |
| Hourly Rate | \$46.00 |
| Without ELD certification | |
| .9835 of cell placement | |
| Work Year | |
| Counselor | 194 days |
| Program Specialist | 194 days |
| Librarian | 194 days |
| Nurse | 196 days |
| Teacher | 183 days |
| Teacher Advisor/Instructional Coach | 192 days |
| School Social Worker | 196 days |

Unit members who work 183/184 workdays will be paid for two (2) additional work days at per-diem rate for School Year 2016-17 and 2017-18 only

Longevity: Column E, F, and G
Add \$2,000 at Step 22

Board Approve Date April 12, 2016

Prunty B. K.
Signature

Date 5/16/16

APPENDIX C5: 2016-2017 Y-RATED CERTIFICATED SALARY SCHEDULE

Appendix C5

BERRYESSA UNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132

Y-Rated Teachers Salary Schedule 2016-2017 Effective 07/01/2016 3.75%

| Step\Range | C | | D | | E | | F | | G | |
|------------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|
| | BA+30 | MA | BA+45 | MA | BA+60 | MA | BA+75 | MA | BA+90 | MA |
| 1 | 55,029 | 56,754 | 56,108 | 57,833 | 57,187 | 58,912 | 57,494 | 59,219 | 60,316 | 62,041 |
| 2 | 56,108 | 57,833 | 57,187 | 58,912 | 58,266 | 59,991 | 60,100 | 61,825 | 62,920 | 64,645 |
| 3 | 57,187 | 58,912 | 58,266 | 59,991 | 60,001 | 61,726 | 62,702 | 64,427 | 65,523 | 67,248 |
| 4 | 58,266 | 59,991 | 59,665 | 61,390 | 62,608 | 64,333 | 65,301 | 67,026 | 68,127 | 69,852 |
| 5 | 59,447 | 61,172 | 63,418 | 65,143 | 65,218 | 66,943 | 67,904 | 69,629 | 70,728 | 72,453 |
| 6 | 62,049 | 63,774 | 66,314 | 68,039 | 68,985 | 70,710 | 70,507 | 72,232 | 73,314 | 75,039 |
| 7 | 64,653 | 66,378 | 69,205 | 70,930 | 71,883 | 73,608 | 73,112 | 74,837 | 75,935 | 77,660 |
| 8 | 67,256 | 68,981 | 72,098 | 73,823 | 74,782 | 76,507 | 75,717 | 77,442 | 78,540 | 80,265 |
| 9 | 69,857 | 71,582 | 74,992 | 76,717 | 77,680 | 79,405 | 78,320 | 80,045 | 81,136 | 82,861 |
| 10 | 69,857 | 71,582 | 77,883 | 79,608 | 80,576 | 82,301 | 80,921 | 82,646 | 83,741 | 85,466 |
| 11 | 69,857 | 71,582 | 77,883 | 79,608 | 83,473 | 85,198 | 83,524 | 85,249 | 86,344 | 88,069 |
| 12 | 69,857 | 71,582 | 77,883 | 79,608 | 83,473 | 85,198 | 86,127 | 87,852 | 88,945 | 90,670 |
| 13 | 69,857 | 71,582 | 77,883 | 79,608 | 83,473 | 85,198 | 88,731 | 90,456 | 91,549 | 93,274 |
| 14 | 69,857 | 71,582 | 77,883 | 79,608 | 84,845 | 86,570 | 88,731 | 90,456 | 91,549 | 93,274 |
| 15 | 69,857 | 71,582 | 77,883 | 79,608 | 86,216 | 87,941 | 91,778 | 93,503 | 94,598 | 96,323 |
| 16 | 69,857 | 71,582 | 77,883 | 79,608 | 86,216 | 87,941 | 91,778 | 93,503 | 94,598 | 96,323 |
| 17 | 69,857 | 71,582 | 77,883 | 79,608 | 88,959 | 90,684 | 94,825 | 96,550 | 97,647 | 99,372 |
| 18 | 69,857 | 71,582 | 77,883 | 79,608 | 88,959 | 90,684 | 94,825 | 96,550 | 97,647 | 99,372 |
| 19 | 69,857 | 71,582 | 77,883 | 79,608 | 91,703 | 93,428 | 97,873 | 99,598 | 100,696 | 102,421 |
| 20 | 69,857 | 71,582 | 77,883 | 79,608 | 91,703 | 93,428 | 97,873 | 99,598 | 100,696 | 102,421 |
| 21 | 69,857 | 71,582 | 77,883 | 79,608 | 93,074 | 94,799 | 99,397 | 101,122 | 102,219 | 103,944 |

| | |
|-------------------------------------|----------|
| Master Stipend | \$1,725 |
| LSH/RSP/SDC stipend | \$1,000 |
| Counselor stipend | \$1,000 |
| School Social Worker Stipend | \$1,000 |
| Doctoral Stipend | |
| 3% of cell placement | |
| Program Specialist | |
| Teacher Advisor/Instructional Coach | |
| 10% of cell placement | |
| Hourly Rate | \$46.00 |
| Without ELD certification | |
| .9835 of cell placement | |
| Work Year | |
| Counselor | 194 days |
| Program Specialist | 194 days |
| Librarian | 194 days |
| Nurse | 196 days |
| Teacher | 183 days |
| Teacher Advisor/Instructional Coach | 192 days |
| School Social Worker | 196 days |

Unit members who work 183/184 workdays will be paid for two (2) additional work days at per-diem rate for School Year 2016-17 and 2017-18 only

Longevity: Column E, F, and G
Add \$2,000 at Step 22

Board Approve Date

April 12, 2016

Sharon B. Li
Signature

Date

5/16/16

APPENDIX C6: 2016-2017 CERTIFICATED PSYCHOLOGIST SALARY SCHEDULE

BERRYESSA UNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132

Appendix C6

Psychologist Salary Schedule 2016-17

Un Y-Rated Teachers Salary Schedule 2016-2017 Effective 07/01/2016 3.75%

| Step\Range | C | | D | | E | | F | | G | | Master Stipend | \$1,725 |
|------------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|----------------------|----------|
| | BA+30 | MA | BA+45 | MA | BA+60 | MA | BA+75 | MA | BA+90 | MA | | |
| 1 | 64,170 | 65,895 | 65,429 | 67,154 | 66,687 | 68,412 | 67,045 | 68,770 | 70,336 | 72,061 | | |
| 2 | 65,429 | 67,154 | 66,687 | 68,412 | 67,945 | 69,670 | 70,084 | 71,809 | 73,372 | 75,097 | | |
| 3 | 66,687 | 68,412 | 67,945 | 69,670 | 69,968 | 71,693 | 73,118 | 74,843 | 76,408 | 78,133 | | |
| 4 | 67,945 | 69,670 | 69,577 | 71,302 | 72,989 | 74,714 | 76,149 | 77,874 | 79,444 | 81,169 | Doctoral Stipend | |
| 5 | 69,322 | 71,047 | 73,953 | 75,678 | 76,016 | 77,741 | 79,184 | 80,909 | 82,477 | 84,202 | 3% of cell placement | |
| 6 | 72,357 | 74,082 | 77,330 | 79,055 | 79,037 | 80,762 | 82,220 | 83,945 | 85,493 | 87,218 | | |
| 7 | 75,393 | 77,118 | 80,701 | 82,426 | 82,058 | 83,783 | 85,257 | 86,982 | 88,549 | 90,274 | | |
| 8 | 78,429 | 80,154 | 84,075 | 85,800 | 85,079 | 86,804 | 88,295 | 90,020 | 91,587 | 93,312 | | |
| 9 | 81,462 | 83,187 | 87,450 | 89,175 | 88,100 | 89,825 | 91,331 | 93,056 | 94,614 | 96,339 | | |
| 10 | 81,462 | 83,187 | 90,821 | 92,546 | 91,121 | 92,846 | 94,364 | 96,089 | 97,652 | 99,377 | | |
| 11 | 81,462 | 83,187 | 90,821 | 92,546 | 94,142 | 95,867 | 97,399 | 99,124 | 100,687 | 102,412 | | |
| 12 | 81,462 | 83,187 | 90,821 | 92,546 | 95,742 | 97,467 | 100,434 | 102,159 | 103,721 | 105,446 | | |
| 13 | 81,462 | 83,187 | 90,821 | 92,546 | 97,340 | 99,065 | 103,471 | 105,196 | 106,757 | 108,482 | | |
| 14 | 81,462 | 83,187 | 90,821 | 92,546 | 98,939 | 100,664 | 103,471 | 105,196 | 106,757 | 108,482 | | |
| 15 | 81,462 | 83,187 | 90,821 | 92,546 | 100,538 | 102,263 | 107,024 | 108,749 | 110,313 | 112,038 | | |
| 16 | 81,462 | 83,187 | 90,821 | 92,546 | 100,538 | 102,263 | 107,024 | 108,749 | 110,313 | 112,038 | Work Year | |
| 17 | 81,462 | 83,187 | 90,821 | 92,546 | 103,737 | 105,462 | 110,577 | 112,302 | 113,868 | 115,593 | Psychologist | 194 days |
| 18 | 81,462 | 83,187 | 90,821 | 92,546 | 103,737 | 105,462 | 110,577 | 112,302 | 113,868 | 115,593 | | |
| 19 | 81,462 | 83,187 | 90,821 | 92,546 | 106,937 | 108,662 | 114,132 | 115,857 | 117,424 | 119,149 | | |
| 20 | 81,462 | 83,187 | 90,821 | 92,546 | 106,937 | 108,662 | 114,132 | 115,857 | 117,424 | 119,149 | | |
| 21 | 81,462 | 83,187 | 90,821 | 92,546 | 108,535 | 110,260 | 115,909 | 117,634 | 119,200 | 120,925 | | |

Longevity: Column E, F, and G
Add \$2,000 at Step 22

Board Approve Date

April 12, 2016


Signature

Date

5/5/16

9/14/2016

APPENDIX C7: 2016-2017 CERTIFICATED PSYCHOLOGIST Y-RATED SALARY SCHEDULE

BERRYESSA UNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132
Psychologist Salary Schedule 2016-17

Appendix C7

Y-Rated Teachers Salary Schedule 2016-2017 Effective 07/01/2016 3.75%

| Step\Range | C | | D | | E | | F | | G | | Master Stipend | \$1,725 |
|------------|--------|--------|--------|--------|---------------|---------|---------|---------|---------|---------|----------------------|----------|
| | BA+30 | MA | BA+45 | MA | BA+60 | MA | BA+75 | MA | BA+90 | MA | | |
| 1 | 64,170 | 65,895 | 65,429 | 67,154 | 66,687 | 68,412 | 67,045 | 68,770 | 70,336 | 72,061 | | |
| 2 | 65,429 | 67,154 | 66,687 | 68,412 | 67,945 | 69,670 | 70,084 | 71,809 | 73,372 | 75,097 | | |
| 3 | 66,687 | 68,412 | 67,945 | 69,670 | 69,968 | 71,693 | 73,118 | 74,843 | 76,408 | 78,133 | | |
| 4 | 67,945 | 69,670 | 69,577 | 71,302 | 73,008 | 74,733 | 76,149 | 77,874 | 79,444 | 81,169 | | |
| 5 | 69,322 | 71,047 | 73,953 | 75,678 | 76,052 | 77,777 | 79,184 | 80,909 | 82,477 | 84,202 | Doctoral Stipend | |
| 6 | 72,357 | 74,082 | 77,330 | 79,055 | 80,445 | 82,170 | 82,220 | 83,945 | 85,493 | 87,218 | 3% of cell placement | |
| 7 | 75,393 | 77,118 | 80,701 | 82,426 | 83,824 | 85,549 | 85,257 | 86,982 | 88,549 | 90,274 | | |
| 8 | 78,429 | 80,154 | 84,075 | 85,800 | 87,205 | 88,930 | 88,295 | 90,020 | 91,587 | 93,312 | | |
| 9 | 81,462 | 83,187 | 87,450 | 89,175 | 90,584 | 92,309 | 91,331 | 93,056 | 94,614 | 96,339 | | |
| 10 | 81,462 | 83,187 | 90,821 | 92,546 | 93,961 | 95,686 | 94,364 | 96,089 | 97,652 | 99,377 | | |
| 11 | 81,462 | 83,187 | 90,821 | 92,546 | 97,340 | 99,065 | 97,399 | 99,124 | 100,687 | 102,412 | | |
| 12 | 81,462 | 83,187 | 90,821 | 92,546 | 97,340 | 99,065 | 100,434 | 102,159 | 103,721 | 105,446 | | |
| 13 | 81,462 | 83,187 | 90,821 | 92,546 | 97,340 | 99,065 | 103,471 | 105,196 | 106,757 | 108,482 | | |
| 14 | 81,462 | 83,187 | 90,821 | 92,546 | 98,939 | 100,664 | 103,471 | 105,196 | 106,757 | 108,482 | | |
| 15 | 81,462 | 83,187 | 90,821 | 92,546 | 100,538 | 102,263 | 107,024 | 108,749 | 110,313 | 112,038 | | |
| 16 | 81,462 | 83,187 | 90,821 | 92,546 | 100,538 | 102,263 | 107,024 | 108,749 | 110,313 | 112,038 | Work Year | |
| 17 | 81,462 | 83,187 | 90,821 | 92,546 | 103,737 | 105,462 | 110,577 | 112,302 | 113,868 | 115,593 | Psychologist | 194 days |
| 18 | 81,462 | 83,187 | 90,821 | 92,546 | 103,737 | 105,462 | 110,577 | 112,302 | 113,868 | 115,593 | | |
| 19 | 81,462 | 83,187 | 90,821 | 92,546 | 106,937 | 108,662 | 114,132 | 115,857 | 117,424 | 119,149 | | |
| 20 | 81,462 | 83,187 | 90,821 | 92,546 | 106,937 | 108,662 | 114,132 | 115,857 | 117,424 | 119,149 | | |
| 21 | 81,462 | 83,187 | 90,821 | 92,546 | 108,535 | 110,260 | 115,909 | 117,634 | 119,200 | 120,925 | | |

Longevity: Column E, F, and G
Add \$2,000 at Step 22

Board Approve Date

April 12, 2016


Signature

Date

5/5/16

9/14/2016

Appendix C7

APPENDIX D: SUPPLEMENTAL PAY ACTIVITIES

S = Stipend

H = Hourly Rate

Welcome Everybody (W.E.B.) Program – (H)

IS/Tech Help – (H)

STAR 9 Coordinator – (S)

Gifted and Talented Education Coordinator (GATE) – (S)

English Language Development (ELD) Coordinator – (S)

Homework Center – (H)

Supplemental Instruction (SI) Teachers – (H)

Middle School Based Extra Curricular Sports – (S)

Middle School Based Activities Director – (S)

Middle School Based Athletic Director – (S)

APPENDIX E: CERTIFICATED EMPLOYEES EVALUATION SYSTEM

Berryessa Union School District

Appendix Contents:

- **Certificated Evaluation Form**
- **Certificated Alternative Final Summary Evaluation Form**
- **Certificated Alternative Evaluation Request Form**
- **Certificated Lesson Observation Form**
- **Certificated Evaluation Five-Year Cycle Form**
- **Non-Teaching Certificated Personnel Planning/Evaluation Form**
- **Certificated Evaluation Criteria with Continua of Teaching Practice**

Berryessa Union School District
CERTIFICATED EVALUATION FORM

School Year: **2014 - 2015**

Date: _____

Employee: _____

School: _____

Grade: _____

Employee Position: _____

Employee Status:

- Temporary
- Permanent
- Probationary 1
- Probationary 2

Evaluator: _____

Evaluator Position: _____

Planning Conference Date (before October 15):

Mid-Year Review Date (required for all non-permanent teachers before February 15):

Formal observation dates and observation conferences (required for all non-permanent unit members):

1st Observation Date:

1st Observation Conference Date:

2nd Observation Date:

2nd Observation Conference Date:

Additional Observation and Conference Dates (if any):

Employee: _____ School: _____ Grade: _____ Date: _____

1. STUDENT PROGRESS TOWARD DISTRICT CONTENT STANDARDS (EC 44662)

Instructions: Mark the box to indicate the performance level for each element standard at mid-year and/or the end of year.

| ELEMENTS | | LEVEL OF STANDARDS PERFORMANCE | |
|--|----------|--------------------------------|--------------------------|
| | | Meets | Does Not Meet |
| A. Aggregate progress of students (one grade level). | MID YEAR | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Early identification of students functioning below grade level, and monitoring their supplemental instruction. (EC 48070) | MID YEAR | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | <input type="checkbox"/> | <input type="checkbox"/> |

| ELEMENTS | | EMERGING | EXPLORING | APPLYING | INTEGRATING | INNOVATING | Meets | Does Not Meet |
|----------|-----|--|-----------|----------|-------------|------------|-------|---------------|
| | | C. Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students. (CSTP 3.5) | MID YEAR | | | | | |
| | END | | | | | | | |

| Overall Rating on Criterion #1 | Meets | Does Not Meet |
|--------------------------------|-------|--------------------------|
| | | <input type="checkbox"/> |

Mid-Year Review:

Commendations:

Recommendations:

End of Year Review:

Commendations:

Recommendations:

2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

| ELEMENTS | | LEVEL OF STANDARDS PERFORMANCE | | | | | Meets | Does Not Meet |
|----------|----------|--------------------------------|-----------|----------|-------------|------------|-------|---------------|
| | | EMERGING | EXPLORING | APPLYING | INTEGRATING | INNOVATING | | |
| | MID YEAR | | | | | | | |
| | END | | | | | | | |

| ELEMENTS | | LEVEL OF STANDARDS PERFORMANCE | | | | | Meets | Does Not Meet |
|----------|--|--------------------------------|-----------|----------|-------------|------------|-------|---------------|
| | | EMERGING | EXPLORING | APPLYING | INTEGRATING | INNOVATING | | |
| | | | | | | | | |

| | | | | | | | | |
|--|----------|--|--|--|--|--|--------------------------|--------------------------|
| A. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests. (CSTP 1.2) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| B. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs. (CSTP 1.4) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| C. Utilizing instructional strategies that are appropriate to the subject matter. (CSTP 3.4) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| D. Developing and sequencing long-term and short-term instructional plans to support student learning. (CSTP 4.3) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| E. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction. (CSTP 5.4) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| F. Planning instruction that incorporates strategies to meet the needs of all students. (CSTP 4.4) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |

| | | |
|---------------------------------------|--------------------------|--------------------------|
| Overall Rating on Criterion #2 | Meets | Does Not Meet |
| | <input type="checkbox"/> | <input type="checkbox"/> |

Mid-Year Review:

Commendations:

Recommendations:

End of Year Review:

Commendations:

Recommendations:

3. ADHERENCE TO THE DISTRICT'S CURRICULUM

| ELEMENTS | | EMERGING | EXPLORING | APPLYING | INTEGRATING | INNOVATING | LEVEL OF STANDARDS PERFORMANCE | |
|---|----------|----------|-----------|----------|-------------|------------|--------------------------------|--------------------------|
| | | | | | | | Meets | Does Not Meet |
| A. Promoting critical thinking through inquiry, problem solving and reflection. (CSTP 1.5) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| B. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. (CSTP 2.2) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| C. Creating a rigorous learning environment with high expectations and appropriate support for all students. (CSTP 2.4) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| D. Demonstrating knowledge or subject matter, academic content standards, and curriculum frameworks. (CSTP 3.1) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |

| | | |
|---------------------------------------|--------------------------|--------------------------|
| Overall Rating on Criterion #3 | Meets | Does Not Meet |
| | <input type="checkbox"/> | <input type="checkbox"/> |

Mid-Year Review:

Commendations:

Recommendations:

End of Year Review:

Commendations:

Recommendations:

4. ESTABLISHMENT AND MAINTENANCE OF THE LEARNING ENVIRONMENT

| ELEMENTS | | EMERGING | EXPLORING | APPLYING | INTEGRATING | INNOVATING | LEVEL OF STANDARDS PERFORMANCE | |
|---|----------|----------|-----------|----------|-------------|------------|--------------------------------|--------------------------|
| | | | | | | | Meets | Does Not Meet |
| A. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe. (CSTP 2.3) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| B. Using instructional time to optimize learning. (CSTP 2.7) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| C. Involving students in self-assessment, goal setting, and monitoring progress. (CSTP 5.5) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |

| Overall Rating on Criterion #4 | Meets | Does Not Meet |
|--------------------------------|-------|--------------------------|
| | | <input type="checkbox"/> |

Mid-Year Review:

Commendations:

Recommendations:

End of Year Review:

Commendations:

Recommendations:

5. ABILITY TO COMMUNICATE EFFECTIVELY

| ELEMENTS | | EMERGING | EXPLORING | APPLYING | INTEGRATING | INNOVATING | LEVEL OF STANDARDS PERFORMANCE | |
|---|----------|----------|-----------|----------|-------------|------------|--------------------------------|--------------------------|
| | | | | | | | Meets | Does Not Meet |
| A. Developing, communicating, and maintaining high standards for individual and group behavior. (CSTP 2.5) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| B. Establishing and articulating goals for student learning. (CSTP 4.2) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| C. Reviewing data, both individually and with colleagues, to monitor student learning. (CSTP 5.3) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |
| D. Using assessment information to share timely and comprehensive feedback with students and their families. (CSTP 5.7) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | | |

| Overall Rating on Criterion #5 | Meets | Does Not Meet |
|--------------------------------|-------|--------------------------|
| | | <input type="checkbox"/> |

Mid Year Review:

Commendations:

Recommendations:

End of Year Review:

Commendations:

Recommendations:

6. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

| ELEMENTS | | EMERGING | EXPLORING | APPLYING | INTEGRATING | INNOVATING | LEVEL OF STANDARDS PERFORMANCE | |
|--|----------|----------|-----------|----------|-------------|------------|--------------------------------|--------------------------|
| | | | | | | | Meets | Does Not Meet |
| A. Establishing professional goals and engaging in continuous and purposeful professional growth and development. (CSTP 6.2) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Collaborating with colleagues and the broader professional community to support teacher and student learning. (CSTP 6.3) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Working with families to support student learning. (CSTP 6.4) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Engaging local communities in support to the instructional program. (CSTP 6.5) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Managing professional responsibilities to maintain motivation and commitment to all students. (CSTP 6.6) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |

Instructions: Mark the box to indicate the performance level for each element standard at mid-year and/or the end of year.

| ELEMENTS | | EMERGING | EXPLORING | APPLYING | INTEGRATING | INNOVATING | LEVEL OF STANDARDS PERFORMANCE | |
|--|----------|----------|-----------|----------|-------------|------------|--------------------------------|--------------------------|
| | | | | | | | Meets | Does Not Meet |
| F. Demonstrating professional responsibility, integrity, and ethical conduct. (CSTP 6.7) | MID YEAR | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | END | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| Overall Rating on Criterion #6 | | | | | | | Meets | Does Not Meet |
| | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |

Mid-Year Review:

Commendations:

Recommendations:

End of Year Review:

Commendations:

Recommendations:

Employee: _____ School: _____ Grade: _____ Date: _____

FINAL SUMMARY EVALUATION

Comments:

Commendations:

Recommendations:

Meets Standards **Does Not Meet Standards**

An overall rating of “does not meet standards” is considered an unsatisfactory evaluation. The District is obligated to provide a written description of the unsatisfactory performance to the teacher and endeavor to provide assistance as required by Article 15 of the CTAB Collective Agreement and the Education Code.

If a teacher with permanent status receives an overall rating of “does not meet standards” on the final evaluation that includes does not meet standards ratings in any of the areas marked on Form 1 of Appendix I (Peer Assistance Review) the teacher must participate in the PAR Program.

Evaluator: _____

Date:

I have reviewed the above evaluation and have discussed the matter with the evaluator.

Employee: _____

Date:

The employee has a right to initiate a written response to this evaluation, which shall become a permanent attachment to the employee’s personnel file.

Berryessa Union School District

CERTIFICATED ALTERNATIVE FINAL SUMMARY EVALUATION FORM

Complete the form and hold conference no later than 30 days before the last day of school.

School Year: _____

Degree of Achievement – what occurred and what is the evidence? (To be completed by evaluatee)

Assessment Review Narrative (To be completed by evaluator)

Final Summary Evaluation:

- Meet Standards** **Does Not Meet Standards**

Signature of Evaluatee(s)

Date

Signature of Evaluator

Date

Berryessa Union School District

CERTIFICATED ALTERNATIVE EVALUATION REQUEST FORM

Reference: Collective Bargaining Agreement Section 15.6

Request form due to Evaluator by October 1st

Date: _____ School Year: _____
Evaluatee(s): _____ Work Site: _____
Evaluator: _____

**Statement Describing Objective(s) and Plan [Refer to CSTP's and District Focus Areas]
(To be completed by the evaluatee)**

**Indicators related to above identified CSTP's.
Indicators related to student learning and instruction
(What will students learn and how will you know? What instructional strategies will be used?) (To be completed by the evaluatee)**

Time lines for completing the project (To be completed by the evaluatee)

This signed form is due to the H.R. Dept. by October 15th.

Reviewed and Approved
 Denied for following reason: _____

Evaluator's signature Date

Lesson Observation

Teacher:

Observer:

Date:

Focus:

Grade/Subject:

| Observations | Comments / Suggestions / Analysis |
|--------------|-----------------------------------|
| | |

*Please turn over for CSTP's.

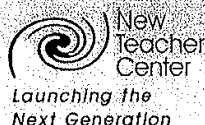
Use back of form or additional paper, if needed

Teacher Signature

Date

Date

Evaluator



California Standards for the Teaching Profession



1. Engaging and Supporting All Students in Learning

- 1.1 Using knowledge of students to engage them in learning.
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.
- 1.3 Connecting subject matter to meaningful, real-life contexts.
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.
- 1.5 Promoting critical thinking through inquiry, problem solving and reflection.
- 1.6 Monitoring student learning and adjusting instruction while teaching.

2. Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior.
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.
- 2.7 Using instructional time to optimize learning.

3. Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter.
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter.
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.

4. Planning Instruction and Designing Learning Experiences for All Students

- 4.1 Using background knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
- 4.2 Establishing and articulating goals for student learning.
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

5. Assessing Students for Learning

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning.
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress.
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families.

6. Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning.
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.
- 6.4 Working with families to support student learning.
- 6.5 Engaging local communities in support of the instructional program.
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct.

From the work of the California Department of Education and the California Commission on Teacher Credentialing, October 2009

**Certificated Evaluation Five-Year Cycle Form
BERRYESSA UNION SCHOOL DISTRICT**

Certificated Unit Member

Form to be completed and signed by September 25th

Name of Certificated Unit Member:

Site:

School Year:

Position of Unit Member:

Name of Evaluator:

Position of Evaluator:

A ✓ indicates that the unit member meets the deferral eligibility requirements. All boxes must be checked in order to be eligible for deferral:

- Unit member has attained permanent status with the district.
- Unit member has been employed by the district a minimum of ten (10) years consecutively.
- Unit member’s last evaluation met the standards.
- Unit member has been evaluated during the past five (5) school years.

The unit member meets the evaluation criteria. The evaluator and unit member agree to the five-year evaluation deferral. At any time, the unit member or the evaluator may withdraw this consent returning to the “at least every other year” performance cycle. The withdrawal of consent will not be subject to the grievance/arbitration process.

Unit Member’s Signature

Date

Evaluator Signature

Date

This form must be returned by the evaluator to the Human Resources Department by September 30. A signed copy will be maintained in the employee’s personnel file.

NON-TEACHING CERTIFICATED PERSONNEL PLANNING/EVALUATION FORM

Berryessa Union School District

NON-TEACHING CERTIFICATED PERSONNEL PLANNING/EVALUATION FORM

School Year:

Employee: School: Grade: Date:

Employee Position: Employee Status: Temporary Permanent
 Probationary 1 Probationary 2

Evaluator: Evaluator Position:

Bulleted items include, but are not limited to those listed.

| |
|--|
| <p>1. PLANNING/ORGANIZATION: The specialist plans for all services to be delivered.</p> <ul style="list-style-type: none"> • Provides information and resources to school staff and administration • Coordinates appropriate resources for students <p>Evidence: (What data supports implementation of standard?)</p> <p>Commendations:</p> <p>Recommendations</p> <p style="text-align: center;">Meets Standard <input type="checkbox"/> Does Not Meet Standard <input type="checkbox"/></p> |
|--|

2. LEADERSHIP: The specialist provides leadership in assigned areas of responsibility.

- Demonstrates professional judgment and attitude
- Carries out supervisory responsibilities
- Adheres to laws, regulations and District professional Code of Ethics
- Collaborates with parents and school staff

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard Does Not Meet Standard

3. ASSESS & PROVIDE SERVICES: The specialist assesses needs and provides services within specific legal timelines.

- Provide appropriate screening/assessments required by law
- Appropriately maintains student records as required by law and the district

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard Does Not Meet Standard

4. DELIVERY OF SERVICES: The specialist uses appropriate techniques and strategies to deliver services.

- Provides appropriate training to school staff and para-educators when appropriate
- Provides appropriate consultation with school staff, administrators, and parents regarding needs of students
- Assists personnel to determine appropriate placement of students

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard Does Not Meet Standard

5. MANAGEMENT: The specialist provides for the management of assigned program.

- Manages time commitments
- Oversees appropriate personnel

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard Does Not Meet Standard

6. COMMUNICATION: The specialist communicates with students, parents, staff and community in a professional and effective manner.

- Communicates effectively to/with students, parents and staff
- Communicates an acceptance of the diversity reflected by our community
- Communications are positive and enhance student self esteem

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard Does Not Meet Standard

7. PROFESSIONALISM

- Develops and follows a plan for professional growth
- Demonstrates professional demeanor
- Implements policies and procedures

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard Does Not Meet Standard

OVERALL SUMMARY EVALUATION:

Commendations:

Recommendations

Meets Standard Does Not Meet Standard

An overall rating of “Does Not Meet Standards” is considered an unsatisfactory evaluation. The District is obligated to provide a written description of the unsatisfactory performance to the teacher and endeavor to provide assistance as required by Article 15 of the CTAB Collective Agreement and the Education Code.

If the specialist does not meet standards in 3 of the 7 performance areas, a performance assistance plan will be developed and the specialist must participate in the PAR Program.

Evaluator: _____

Date:

I have reviewed the above evaluation and have discussed the matter with the evaluator.

Employee: _____

Date:

The employee has a right to initiate a written response to this evaluation, which shall become a permanent attachment to the employee’s personnel file.

CERTIFICATED EVALUATION CRITERIA WITH CONTINUA OF TEACHING PRACTICE

Certificated Evaluation Criteria with Continua of Teaching Practice
(based on The New Teacher Center CSTP Continuum of Practice)

1. STUDENT PROGRESS TOWARD DISTRICT CONTENT STANDARDS (EC 44662)

| | | Does Not Meet Standards | Meets Standards | | | |
|-----------------------------|---|--|--|---|---|---|
| Element A | Aggregate progress of students (one grade level). | The aggregate of, or the sum total of, all students combined makes less than one grade level of progress. | The aggregate of, or the sum total of, all students combined make one or more grade levels of progress. | | | |
| Element B | Early identification of students functioning below grade level, and monitoring their supplemental instruction. (EC 48070) | Does not meet expectations described under "meets standards." | <p>Meets Standards</p> <ul style="list-style-type: none"> Ensures that all students who are performing below grade level are identified and receive supplemental instruction within the students' first thirty (30) school days of actual attendance. Monitors the effectiveness of supplemental instruction and adjusts instruction as needed. | | | |
| Element C (CSTP 3.5) | Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials to make subject matter accessible to all students. | <p>Emerging</p> <p>Uses available instructional materials, resources, and technologies to make subject matter accessible to students.</p> <p>Identifies technological resources needed.</p> | <p>Exploring</p> <p>Explores additional instructional materials, resources, and technologies to make subject matter accessible to students.</p> <p>Explores how to make technological resources available to all students.</p> | <p>Applying</p> <p>Selects, adapts, and utilizes appropriate instructional materials, resources, and technologies for concept and skill development in subject matter. Resources reflect the diversity of the classroom and support differentiated learning of subject matter.</p> <p>Guides students to use available print, electronic, and online subject matter resources based on individual needs.</p> | <p>Integrating</p> <p>Integrates a wide range of adapted resources, technologies, and instructional materials to meet identified student needs and make subject matter accessible to students.</p> <p>Assists students with equitable access to materials, resources, and technologies. Seeks outside resources and support.</p> | <p>Innovating</p> <p>Engages students in identifying and adapting resources, technologies, and standards-aligned instructional materials to extend student understanding and critical thinking about subject matter.</p> <p>Ensures that students are able to obtain equitable access to a wide range of technologies, through ongoing links to outside resources and support.</p> |

2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

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| <p>Element A (CSTP 1.2)</p> <p>Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.</p> | <p>Emerging</p> <p>Develops awareness of prior knowledge, culture, backgrounds, life experience, and interests represented among students.</p> <p>Some students connect learning activities to their own lives.</p> | <p>Exploring</p> <p>Uses gathered information about students' prior knowledge, cultural backgrounds, life experiences, and interests to support student learning.</p> <p>Students participate in single lessons or sequence of lessons related to their interests and experiences.</p> | <p>Applying</p> <p>Uses school resources and family contacts to expand understanding of students' prior knowledge, cultural backgrounds, life experiences, and interests to connect to student learning.</p> <p>Students make connections between curriculum and their prior knowledge, backgrounds, life experiences, and interests.</p> | <p>Integrating</p> <p>Integrates broad knowledge of students' cultural backgrounds, prior knowledge, life experiences, and interests to inform instruction.</p> <p>Students are actively engaged in curriculum which relates their prior knowledge, experiences, and interests within and across learning activities.</p> | <p>Innovating</p> <p>Uses extensive information regarding students and their communities systematically and flexibility throughout instruction.</p> <p>Students can articulate the relevance and impact of lessons on their lives and society.</p> |
| <p>Element B (CSTP 1.4)</p> <p>Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.</p> | <p>Emerging</p> <p>Uses instructional strategies, resources, and technologies as provided by school and/or district.</p> <p>Some students participate in instructional strategies, using resources and technologies provided.</p> | <p>Exploring</p> <p>Explores additional instructional strategies, resources, and technologies in single lessons or sequence of lessons to meet students' diverse learning needs.</p> <p>Students participate in single lessons or sequence of lessons related to their interests and experiences.</p> | <p>Applying</p> <p>Utilizes a variety of strategies including culturally responsive pedagogy, resources, and technologies during ongoing instruction to meet students' diverse learning needs.</p> <p>Students participate in instruction using strategies, resources, and technologies matched to their learning needs.</p> | <p>Integrating</p> <p>Creates, adapts, and integrates a broad range of strategies, resources, and technologies into instruction designed to meet students' diverse learning needs.</p> <p>Students actively engage in instruction and make use of a variety of targeted strategies, resources, and technologies to meet their individual learning needs.</p> | <p>Innovating</p> <p>Refines the flexible use of an extensive repertoire of strategies, resources, and technologies to meet students' diverse learning needs.</p> <p>Students take responsibility for using wide range of strategies, resources, and technologies that successfully advance their learning.</p> |
| <p>Element C (CSTP 3.4)</p> <p>Utilizing instructional strategies that are appropriate to the subject matter.</p> | <p>Emerging</p> <p>Uses instructional strategies that are provided in the curriculum.</p> | <p>Exploring</p> <p>Gathers and uses additional instructional strategies in single lessons or sequence of lessons to increase student understanding of academic</p> | <p>Applying</p> <p>Selects and adapts a variety of instructional strategies to ensure student understanding of academic language appropriate to subject matter and that address students' diverse learning needs.</p> | <p>Integrating</p> <p>Integrates instructional strategies appropriate to subject matter to meet students' diverse learning, to ensure student understanding of academic language, and</p> | <p>Innovating</p> <p>Draws upon an extensive repertoire of instructional strategies to develop enthusiasm, meta-cognitive abilities, and support and challenge the full range of</p> |

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| | | language appropriate to subject matter. | | guide students in understanding connections within and across subject matter. | students towards a deep knowledge of subject matter. |
| Element D (CSTP 4.3) | Emerging | Exploring | Applying | Integrating | Innovating |
| Developing and sequencing long-term and short-term instructional plans to support student learning. | Uses available curriculum guidelines for daily, short-term and long-term plans. | Begins to plan curriculum units that include a series of connected lessons and are linked to long-term planning to support student learning. | Establishes short and long-term curriculum plans for subject matter concepts and essential related academic language and formats that support student learning. | Refines sequence of long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards with assessed instructional needs to ensure student learning. | Utilizes extensive knowledge of the curriculum, content standards, and assessed learning needs to design cohesive and comprehensive long-and short-term instructional plans that ensure high levels of learning. |
| Element E (CSTP 5.4) | Emerging | Exploring | Applying | Integrating | Innovating |
| Using assessment data to establish learning goals and to plan, differentiate, and modify instruction. | Uses data from assessments provided by site and district to set learning goals for the class. Plans instruction using available curriculum guidelines. | Uses data from available assessments to establish content based learning goals for class and individual students in single lessons or sequence of lessons. Plans adjustments in instruction to address learning needs of individual students. | Uses a variety of assessment data to set student learning goals for content and academic language. Plans differentiated lessons and modifications to instruction to meet students' diverse learning needs. | Integrates a broad range of data to set learning goals for content and academic language across content standards. Plans differentiated instruction targeted to meet individual and group learning needs. Modified lessons during instruction based on informal assessments. | Reflects on data continuously to make ongoing refinements to learning goals for content and academic language for the full range of students. Uses data systematically to refine planning, differentiate instruction and make ongoing adjustments to match the evolving learning needs of individuals and groups. |
| Element F (CSTP 4.4) | Emerging | Exploring | Applying | Integrating | Innovating |
| Planning instruction that incorporates appropriate strategies to meet the learning needs of all students. | Plans instruction that incorporates strategies suggested by curriculum guidelines. Is aware of student content, learning, and language needs through data provided by the | Selects strategies for single lessons or sequence of lessons that respond to students' diverse learning needs. Seeks to learn about students' diverse learning | Incorporate instructional strategies into going planning address culturally responsive pedagogy, and students' diverse language, and learning needs. Considers strategies to provide support and challenge for students. Uses assessments of students' learning | Plans differentiated instruction using strategies to address learning styles and meet students' assessed language and learning needs. Incorporates appropriate support and challenge for students. | Plans instruction incorporating a repertoire of strategies to specifically meet students' diverse language and learning needs and styles to advance learning for all. Facilities opportunities for |

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| | site and district. | and language needs beyond basic data. | and language needs to inform planning differentiated instruction. | Integrates results from a broad range of assessments into planning to meet students' diverse learning and language needs. | students to reflect on their learning and the impact of instructional strategies to meet their learning and language needs. |
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3. ADHERENCE TO THE DISTRICT'S CURRICULUM

| | Emerging | Exploring | Applying | Integrating | Innovating |
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| Element A (CSTP 1.5) Promoting critical thinking through inquiry, problem solving, and reflection. | Asks questions that focus on factual knowledge and comprehension. Some students respond to questions regarding facts and comprehension. | Includes questions in single lessons or a sequence of lessons that require students to recall, interpret, and think critically. Student respond to varied questions or tasks designed to promote comprehension and critical thinking in single lessons or a sequence of lessons. | Guide students to think critically through use of questions strategies, posing/solving problems, and reflection on issues in content. Students respond to question and problems posed by the teacher and begin to pose and solve problems of their own related to the content. | Supports students to initiate critical thinking through independently developing questions, posing problems and reflecting on multiple perspectives. Students pose problems and construct questions of their own to support inquiries into content. | Facilitates systematic opportunities for students to apply critical thinking by designing structured inquiries into complex problems. Students pose and answer a wide-range of complex questions and problems, reflect, and communicate understandings based on in depth analysis of content learning. |

| | Emerging | Exploring | Applying | Integrating | Innovating |
|--|---|---|---|---|---|
| Element B (CSTP 2.2) Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. | Is aware of the importance of the physical and/or virtual learning environments that support student learning. Is aware that structured interaction between students can support learning. Some students use available resources in learning environments during instruction. | Experiments with adapting the physical and /or virtual learning environment that support student learning. Structures for interaction are taught in single lessons or sequence of lessons to support student learning. Students use resources provided in learning environments and interact with each other to | Develops physical and/or virtual learning environments that reflect student diversity and provide a range of resources for learning. Utilizes a variety of structures for interaction during learning activities that ensure a focus on and completion of learning tasks. Students use a variety of resources in learning environments and interact in ways that deepen their understanding of the content and develop constructive | Maintains physical and/or virtual learning environments that reflect student diversity and provides a broad range of resources, displays, and artifacts that are current and integral to instruction. Integrates a variety of structures for interaction that engage students constructively and productively in learning. | Adapts physical and/or virtual learning environments flexibly to facilitate access to a wide range of resources that engage students in learning. Ensures that environments enhance learning and reflect diversity within and beyond the classroom. Selects from a repertoire of structures for interaction to ensure accelerated learning for the full range of students. |

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| | | understand and complete learning tasks in single lessons or sequence of lessons. | social and academic interactions. | Students routinely use a range of resources in learning environments that relate to and enhance instruction and reflect their diversity. Students share in monitoring and assessment of interactions to improve effectiveness and develop a positive culture for learning. | Students participate in monitoring and changing the design of learning environments and structures for interactions. |
| Element C (CSTP 2.4) | Emerging | Exploring | Applying | Integrating | Innovating |
| Creating a rigorous learning environment with high expectations and appropriate support for all students. | Focuses the rigor of the learning environment on accuracy of answers and completion of learning tasks. Is aware of the importance of maintaining high expectations for students. Some students ask for teacher support to understand or complete learning tasks. | Focuses on the development of a rigorous learning environment that includes accuracy, understanding, and the importance of meeting targeted learning goals. Works to maintain high expectations for students while becoming aware of achievement patterns for individuals and groups of students. Some individuals and groups of students work with the teacher to support accuracy and comprehension in their learning. | Develops a rigorous learning environment that includes accuracy, analysis, problem solving, and appropriate levels of challenge. Holds high expectations for students. Has an understanding of achievement patterns, and uses scaffolds to address achievement gaps. Students engage in a variety of differentiated supports and challenges in ways that promote their accuracy, analysis, and problem solving in learning. | Integrates rigor throughout the learning environment that values accuracy, analysis, and critical reading, writing and thinking. Integrates strategic scaffolds and technologies throughout instruction that support the full range of learners in meeting high expectations for achievement. | Facilitates a rigorous learning environment in which students take leadership in learning. Fosters extended studies, research, analysis and purposeful use of learning. Supports students to utilize an extensive repertoire of differentiated strategies to meet high expectations. Students stake responsibility to fully utilize teacher and peer support, to achieve consistently high levels of factual and analytical learning. |
| Element D (CSTP 3.1) | Emerging | Exploring | Applying | Integrating | Innovating |
| Demonstrating knowledge of subject matter academic content standards. | Has foundational knowledge of subject matter, related academic language, and academic content standards. | Examines concepts in subject matter and academic language to identify connections between academic content | Understands and explains the relationship between essential subject matter concepts, academic language, and academic content standards. | Uses broad knowledge of the relationships between subject matter concepts, academic language, and academic content standards, in ways | Uses extensive knowledge of subject matter concepts, current issues, academic language, and research to make relevant connections to standards during |

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| | standards and instruction. | | that ensure clear connections and relevance to students. | instruction and extend student learning. |
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4. ESTABLISHMENT AND MAINTENANCE OF THE LEARNING ENVIRONMENT

| Element A (CSTP 2.3) | Emerging | Exploring | Applying | Integrating | Innovating |
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| Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe. | Adheres to policies and laws regarding safety that are required by the site, district and state. Responds to behaviors that impact student safety as they arise. Students are aware of required safety procedures and the school and classroom rational for maintaining safety. | Recognizes and addresses safety issues regarding materials, student interactions, and the organization of the learning environments. Explores strategies to establish intellectual and emotional safety in the classroom. Students follow teacher guidance regarding potential safety issues for self or others. | Anticipates and reduces risks to physical, intellectual, and emotional safety using multiple strategies that include examining biases in the learning environment and curriculum. Models and provides instruction on skills that develop resiliency and support intellectual and emotional safety. Students take risks, offer opinions, and share alternative perspectives. | Integrates support for students to take risks and offer respectful opinions about divergent viewpoints. Engages in reflection on their own language and behavior that contributes to intellectual and emotional safety in the classroom. Students develop and practice resiliency skills and strategies to strive for academic achievement, and establish intellectual and emotional safety in the classroom. | Shares responsibility with the students for the establishment and maintenance of a safe physical, intellectual, and emotional environment focused on high quality and rigorous learning. Students demonstrate resiliency in perseverance for academic achievement. Students share responsibility for intellectual and emotional safety for themselves and others in the classroom. |

| Element B (CSTP 2.7) | Emerging | Exploring | Applying | Integrating | Innovating |
|--|--|---|---|---|--|
| Using instructional time to optimize learning. | Paces instruction based on curriculum guidelines. Develops awareness of how transitions and classroom management impact pacing and lessons. Some students complete learning activities in time allotted. | Paces instruction with some consideration of lesson type, adjustments for sufficient student work time and transitions to optimize learning. Students complete learning activities and, as needed, may receive some adjustments of time allotted for tasks or expectations for | Paces instruction with students to provide adequate time for instruction, checking for understanding, completion of learning activities and closure. Students participate in and complete a variety of learning activities in the time allotted with options for extension and review. | Paces instruction to include ongoing assessment of student learning. Supports students in the monitoring of instructional time. Students use their instructional time to engage in and complete learning activities and are prepared for the next sequence of instruction. | Paces, adjusts, and fluidly facilitates instruction and daily activities. Students monitor their own time, are engaged in accomplishing learning goals, and participate in reflection, self-assessment, and goal setting. |

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| | | | completion. | | |
| Element C (CSTP 5.5) Involving all students in self-assessment, goal setting, and monitoring progress. | Emerging Informs students about lesson objectives, outcomes, and summative assessment results. Recognizes the need for individual learning goals. Monitors progress using available tools for recording. | Exploring Begins to encourage students to establish learning goals through single lessons or sequence of lessons that include goal setting exercises. Provides students with opportunities in single lessons or sequence of lessons to monitor their own progress toward class or individual goals. | Applying Models and scaffolds student self-assessment and goal setting processes for learning content and academic language development. Guides students to monitor and reflect on progress on a regular basis. | Integrating Implements structures for students to self-assess and set learning goals related to content, academic language and individual skills. Integrates student self-assessment, goal setting, and monitoring progress across the curriculum. | Innovating Provides systematic opportunities for student self-assessment, goal setting, and monitoring progress. Develops students' meta-cognitive skills for analyzing progress and refining goals towards high levels of academic achievement. |

5. ABILITY TO COMMUNICATE EFFECTIVELY

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| Element A (CSTP 2.5) Developing, communicating, and maintaining high standards for individual and group behavior. | Emerging Establishes expectations, rules, and consequences for individual and group behavior. Refers to standards for behavior and applies consequences as needed. Students are aware of classroom rules and consequences. | Exploring Develops expectations with some student involvement. Communicates, models and explains expectations for individual and group behavior. Reviews standards for behavior with students in single lessons or sequence of lessons in anticipation of need for reinforcement. Students know expectations for behavior and consequences and | Applying Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual and group behavior. Utilizes routine references to standards for behavior prior and during individual and group work. Students follow behavior expectations, accept consequences and increase positive behaviors. | Integrating Integrates equitable expectations, positive supports, and consequences for individual and group behavior within and across learning activities. Guides and supports students to self-assess, monitor, and set goals for individual and group behavior and participation. | Innovating Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors. Students demonstrate positive behavior, consistent participation and are valued for their unique identities. |
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| | | respond to guidance in following them. | | Students respond to individual and group behaviors and encourage and support each other to make improvements. | |
| Element B (CSTP 4.2) Establishing and articulating goals for student learning. | Emerging Establishes learning goals for single lessons to students based on content standards and available curriculum guidelines. | Exploring Establishes and shares learning goals for skill development with students in single lessons and sequence of lessons based on standards and curriculum. | Applying Establishes and communicates clear learning goals to students that are accessible, challenging, and differentiated to address students' diverse learning needs. | Integrating Establishes and articulates comprehensive short-and-long-term learning goals for students. Plans for students to articulate and monitor learning goals. | Innovating Establishes and articulates learning goals that are communicated clearly, referred to frequently, and utilized by students to monitor and advance their learning. |
| Element C (CSTP 5.3) Reviewing data, both individually and with colleagues, to monitor student learning. | Emerging Reviews and monitors available assessment data as required by site and district processes. | Exploring Reviews and monitors additional assessment data individually and with colleagues and identifies learning needs of individual students. | Applying Reviews and monitors a variety of data on student learning individually and with colleagues to identify trends and patterns among groups of students. | Integrating Reviews and monitors a broad range of data individually and with colleagues to analyze student thinking and identify underlying causes for trends. | Innovating Facilitates collaborative work and fosters colleagues ability to identify and address underlying causes for achievement patterns and trends. |
| Element D (CSTP 5.7) Using assessment information to share timely and comprehensible feedback with students and their families. | Emerging Provides students with feedback through assessed work and required summative assessments. Notifies families of student proficiencies, challenges, and behavior issues through school mandated procedures. | Exploring Provides students with additional feedback based on formative assessments from single lessons or sequence of lessons. Seeks to provide feedback in ways that students understand. Communicates with families about student progress, strengths, and needs at reporting periods. Contacts families as needs | Applying Provides students with clear and timely information about strengths, needs, and strategies for improving academic achievement. Provides opportunities for comprehensible and timely two-way communications with families to share student assessments, progress, raise issues and/or concerns, and guide family support. | Integrating Integrates the ongoing sharing of clear and timely feedback to students from formal and informal assessments in ways that support increased learning. Communicates regularly with families to share a range of assessment information that is comprehensible and responsive to individual student and family needs. | Innovating Facilitates students' leadership in seeking and using ongoing comprehensible feedback to accelerate their learning. Engages families in a variety of ongoing comprehensible communications about individual student progress and ways to provide and monitor support. |

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| | arise regarding struggling students or behavior issues. | | |
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6. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

| | Emerging | Exploring | Applying | Integrating | Innovating |
|---|---|---|--|--|---|
| Element A (CSTP 6.2) Establishing professional goals and engaging in continuous and purposeful professional growth and development. | Develops goals connected to the CSTP through required processes and local protocols. Attends required professional development. | Set goals connected to the CSTP that take into account self-assessment of teaching practice. Expands knowledge and skills individually and with colleagues through available professional development. | Set goals connected to the CSTP that are authentic, challenging, and based on self-assessment. Aligns personal goals with school and district goals, and focuses on improving student learning. Selects and engages in professional development based on needs identified in professional goals. | Sets and modifies authentic goals connected to the CSTP that are intellectually challenging and based on self-assessment and feedback from a variety of sources. Engages in and contributes to professional development targeted on student achievement. Pursues a variety of additional opportunities to learn professionally. | Sets and modifies a broad range of professional goals connected to the CSTP to improve instructional practice and impact student learning within and beyond the classroom. Engages in ongoing inquiry into teacher practice for professional development. Contributes to professional organizations, and development opportunities to extend own teaching practice. |
| Element B (CSTP 6.3) Collaborating with colleagues and the broader professional community to support teacher and student learning. | Attends staff, grade level, department, and other required meetings and collaborations. Identifies student and teacher resources at the school and district level. | Consults with colleagues to consider how best to support teacher and student learning. Begins to identify how to access student and teacher resources in the broader professional community. | Collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level. Interacts with members of the broader professional community to access resources that support teacher effectiveness and student learning. | Collaborates with colleagues to expand impact on teacher and student learning within grade or department and school and district levels. Engages with members of the broader professional community to access resources and a wide range of supports for teaching the full range of learners. | Facilitates collaboration with colleagues. Works to ensure the broadest positive impact possible on instructional practice and student achievement at school and district levels and for the profession. Initiates and develops professional learning opportunities with the broader professional community focused on student |

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| | | | | | | achievement. |
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| | Emerging | Exploring | Applying | Integrating | Innovating |
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| Element C (CSTP 6.4) Working with families to support student learning. | Is aware of the role of the family in student learning and the need for interactions with families. | Acknowledges the importance of the family's role in student learning. Seek information about cultural norms of families represented in the school. Welcomes family involvement at classroom/school events. | Supports families to contribute to the classroom and school. Adjusts communications to families based on awareness of cultural norms and wide range of experiences with schools. | Provides opportunities and support for families to actively participate in the classroom and school. Communicates to families in ways which show understanding of and respect for cultural norms. | Structures a wide range of opportunities for families to contribute to the classroom and school community. Supports a school/district environment in which families take leadership to improve student learning. |

| | Emerging | Exploring | Applying | Integrating | Innovating |
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| Element D (CSTP 6.5) Engaging local communities in support of the instructional program. | Develops awareness about local neighborhoods and communities surrounding the school. Uses available neighborhood and community resources in single lessons. | Seeks available neighborhood and community resources. Includes references or connections to communities in single lessons or sequence of lessons. | Uses a variety of neighborhood and community resources to support the curriculum. Includes knowledge of communities when designing and implementing instruction. | Utilizes a broad range of neighborhood and community resources to support the instructional program, students, and families. Draws from understanding of community to improve and enrich the instructional program. | Collaborates with community members to increase instructional and learning opportunities for students. Engages students in leadership and service in the community. Incorporates community members into the school learning community. |

| | Emerging | Exploring | Applying | Integrating | Innovating |
|--|--|---|--|--|---|
| Element E (CSTP 6.6) Managing professional responsibilities to maintain motivation and commitment to all students. | Develops an understanding of professional responsibilities. Seeks to meet required commitments to students. | Maintains professional responsibilities in timely ways and seeks support as needed. Demonstrates commitment by exploring ways to address individual student needs. | Anticipates professional responsibilities and manages time and effort required to meet expectations. Pursues ways to support students' diverse learning needs and maintains belief in students' capacity for achievement. | Integrates the full range of professional responsibilities into advanced planning and prepares for situations that may be challenging. Maintains continual efforts to seek, develop, and refine new and creative methods to | Models professionalism and supports colleagues in meeting and exceeding professional responsibilities effectively. Supports colleagues to maintain the motivation, resiliency, and energy to ensure that all students achieve. |

| | | | |
|---|--|---|--|
| | | ensure individual student learning. | |
| <p>Element F (CSTP 6.7) Demonstrating professional responsibility, integrity, and ethical conduct.</p> | <p>Emerging – Exploring - Applying</p> <p>Follows all state education codes, legal requirements, district and site policies, contractual agreements, and ethical responsibilities.</p> <p>As follows:</p> <ul style="list-style-type: none"> • Takes responsibility for student academic learning outcomes. • Is aware of own personal values and biases and recognizes ways in which these values and biases affect the teaching and learning of students. • Adheres to legal and ethical obligations in teaching the full range of learners, including English learners and students with special needs. • Reports suspected cases of child abuse, and/or neglect as outlined in the California Child Abuse and Neglect Reporting Act. • Maintains a non-hostile classroom environment and carries out laws and district guidelines for reporting cases of sexual harassment. • Understands and implements school and district policies state and federal law in responding to inappropriate or violent student behavior. • Complies with legal and professional obligations to protect the privacy, health, and safety of students, families, and other school professionals. • Models appropriate behavior for students, colleagues, and the profession. • Acts in accordance with ethical considerations for students. • Maintains professional conduct and integrity in the classroom and school community. | <p>Integrating - Innovating</p> <p>Maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances.</p> <p>Contributes to building professional community and holding peers accountable to norms of respectful treatment and communication.</p> <p>Contributes to fostering a school culture with a high degree of resilience, professional integrity, and ethical conduct.</p> | |

APPENDIX F: FAMILY AND MEDICAL CARE LEAVE GUIDELINES

The District has proposed changes to Appendix F and it is subject to change after completion of any required negotiations.

BERRYESSA UNION SCHOOL DISTRICT

UNPAID FAMILY AND MEDICAL CARE LEAVE GUIDELINES

The Family and Medical Leave Act of 1993 (FMLA) and California Family Rights Act of 1992 (CFRA) provide eligible employees with rights to a specified amount of unpaid Family and Medical Care Leave.

ELIGIBILITY

Employees who work for the District for at least 1250 hours in past 12 months and have been employed for at least 12 months. (Full-time teachers are deemed to meet the 1250 hours).

LEAVE ENTITLEMENT

Eligible employees are entitled up to a total of 12 workweeks of unpaid leave during a 12-month period. (See “Accrued Leave” provisions below for use of paid leave.) Leave entitlement under state and federal laws generally run concurrently except that an employee’s entitlement to pregnancy disability leave under California law is in addition to the 12-week family care and medical leave entitlement provided by state law.

Intermittent Leave may be taken in separate blocks of time due to a single illness or injury involving periodic, as opposed to continuous treatment. The blocks can vary in size from an hour (or less) to weeks. Example: taking time for medical treatments on an irregular basis or on a regular basis such as a regimen of chemotherapy or physical therapy.

Reduced Leave Schedule is a reduction in the normal work schedule when medically necessary for personal or family illness (employer may limit its use in childbirth or placement situations).

FMLA Limits - when both husband and wife are employed by the District, they are limited to a combined total of 12 weeks of FMLA Leave in a 12 month period for birth, adoption or foster care, or the care of a parent with a serious health condition. The FMLA entitlement for spouses employed by the District is not limited or combined for any other qualifying purpose.

REASONS AN EMPLOYEE CAN TAKE A FAMILY AND MEDICAL CARE LEAVE

1. Birth, adoption or foster care of child.
2. To care for an immediate family member (spouse, child, or parent) with a serious health condition. A serious health condition is an illness, injury, impairment, or physical mental condition which involves:
 - * any period of incapacity or treatment connected with in-patient care (i.e.: an overnight stay) in a hospital, hospice, or residential health care facility, or
 - * any period of incapacity that requires an absence from work or school or other regular daily activities of more than three calendar days, that also involves continuing treatment by or under the supervision of a health care provider, or* continuing treatment by or under the

supervision of a health care provider for a health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days.

3. A personal serious health condition that renders the employee unable to perform job functions. Disability on account of pregnancy, childbirth, or related medical conditions is covered by pregnancy disability leave (CFRA).

ACCRUED LEAVE

Accrued paid sick leave can be substituted for unpaid family care and medical leave when the requested leave is for the employee's own serious health condition or when the request is based upon birth or placement of a child or care of a family member as described in paragraph 2 above. **The substituted paid sick leave must be accrued and available for a purpose recognized under leaves pursuant to Board Policies or the collective bargaining agreement.**

HEALTH BENEFITS

The District must continue to provide group health benefits on the same basis as coverage would have been maintained had the employee not taken leave. Under federal law, the employer's obligation to maintain coverage ends if an employee's premium payment, if any, is more than 30 days late or if the employee fails to return to work. Regardless of an employee's failure to keep up premium payment, all benefits must be reinstated to a returning employee.

RETURN FROM LEAVE

An employee is entitled to return to the same position or an equivalent position with equivalent terms and conditions of employment.

WHAT TO DO TO REQUEST FMLA LEAVE

Employees must fill out the following required forms and submit to the Human Resources Department 30 days prior to leave when leave is "foreseeable." If need is not foreseen, give notice as soon as "practicable":

1. Employee Request for FMLA Leave, and
2. Certification Relating to Care for Seriously Ill Family Member, or
3. Certification of Physician or Practitioner
4. Family Medical Leave Agreement to Reimburse

For additional clarification contact the Human Resources Department Administrator.

BERRYESSAUNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132

ATTENTION: Human Resources Department

EMPLOYEE REQUEST FOR FAMILY OR MEDICAL LEAVE

1. Employees' name and place of employment:

2. Does your spouse (if any) also work for the Berryessa Union School District?
 Yes No

3. Date leave is requested to commence:

4. Date employee will return to work:

5. Fully explain the reasons for the requested family or medical leave (use back if needed):

6. If the requested family or medical leave is to care for someone with a serious health condition, state that person's relationship to your (i.e. spouse, child or parent):

By submitting this request I acknowledge that leaves of absence will run concurrently to the extent permitted by law (e.g., a single leave of absence may be charged against my entitlement to leave under both federal and state laws, or against both federal family leave and pregnancy disability leave under state law).

Date: _____ Signature: _____

BERRYESSAUNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132

ATTENTION: Personnel Services Department

CERTIFICATION OF PHYSICIAN OR PRACTITIONER

1. Employee's name: _____
2. Patient's name (if other than employee) _____
3. Date medical condition or need for treatment commenced: _____
4. Probable duration of medical condition of need or treatment:

5. In your opinion, does the condition amount to a "serious health condition" under the following definition?
 - A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment connected with in-patient care (i.e., an overnight stay) in an hospital, hospice or residential health care facility; or
 - b. Any period of incapacity which requires absence from work or school or other regular daily activities of more than three calendar days, that also involves continuing treatment by or under the supervision of a health care provider.
 - c. Continuing treatment by or under the supervision of a health care provider for a health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days.

_____ Yes _____ No
6. Regimen of treatment to be prescribed (indicated number of visits, duration of treatment, including referral to other provider of health services). Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week. (DO NOT STATE SPECIFICS OR NATURE OF TREATMENT):
 - a. By physician or practitioner:
 - b. By another provider of health services, if referred by Physician or Practitioner:

THIS CERTIFICATION DOES NOT APPLY TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER--SKIP 7, 8, AND 9 AND PROCEED TO ITEMS 10 THROUGH 14. OTHERWISE CONTINUE BELOW.

Check Yes or No in the spaces below, as appropriate:

- | | Yes | No | |
|----|-----|-----|---|
| 7. | ___ | ___ | Is in-patient hospitalization of the employee required? |
| 8. | ___ | ___ | Is employee able to perform work of any kind? (If "no", skip Item 9.) |
| 9. | ___ | ___ | Is employee able to perform the functions of employee's position? (Answer after reviewing statement from employer of essential functions of employee's position, or, if none provided, after discussing with employee.) |

FOR CERTIFICATION RELATING TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, COMPLETE ITEMS 10 THROUGH 14 BELOW AS THEY APPLY TO THE FAMILY MEMBER.

- | | Yes | No | |
|-----|---|-----|--|
| 10. | ___ | ___ | Is in-patient hospitalization of the family member (patient) required? |
| 11. | ___ | ___ | Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation? |
| 12. | ___ | ___ | After review of the employee's signed statement (see Item 14 below) is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include psychological comfort and/or arranging third party care for the family member. |
| 13. | Estimate the period of time care is needed or the employee's presence would be beneficial: _____ | | |

ITEM 14 TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE.***IT IS TO BE PROVIDED TO THE HEALTH CARE PROVIDER UNDER SEPARATE COVER.

14. When family care leave is needed to care for a seriously ill family member, the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule:

15. Type of Practice (field of specialization, if any): _____

16. Print Name: _____

Address: _____ City, State, ZIP _____

17. Signature of Physicians or Practitioner: _____

License Number: _____

Date: _____

APPENDIX G: INTELLECTUAL PROPERTY RIGHTS- AGREEMENT MODELS

Model Teacher Agreement Development Project Agreement and Assignment of Copyright

Form A1

This Development Project Agreement and Assignment of Copyright ("Agreement") is entered into this ____ day of _____, _____, between the Berryessa Union School District, a public school district organized under the laws and constitution of the State of California, ("District") and _____, a Berryessa Union School District certificated employee ("Teacher").

RECITALS

- A. District desires to develop electronic curricular materials and instructional texts ("products") based upon copyrighted District curriculum frameworks, for use in California public school education.
- B. District will release from regular duties those teachers the District selects to participate in product development projects. District will place these teachers on appropriate paid leave, to enable the teachers to participate in product development. District, in its sole discretion, will hire substitutes to perform teachers' regular assignments while teachers participate in product development projects.
- C. The District has selected Teacher to participate in one or more product development projects. Teacher desires to participate in these project(s) and has requested paid leave from District in order to do so.
- D. Under California law, District retains full copyright rights in all District curriculum and other materials, and in all materials derived from District curriculum materials, including all instructional texts and other products, except to the extent District specifically licenses those rights to others.

AGREEMENT

- 1. Time Teacher spends working on product development projects under this Agreement is time Teacher spends "at work for District."
- 2. Teacher shall perform project development work for the District. This work shall consist of those services described in the Scope of Services, attached as Exhibit 1 and incorporated into this Agreement by this reference. The Scope of Services may be amended from time to time in writing by Teacher and District.
- 3. Teacher shall participate in product development projects for a portion of the workweek or work year as determined by District in District's sole discretion.

- District grants Teacher paid leave for the period indicated, for the sole purpose of participating in product development: [insert schedule, e.g., one working day per week; fall semester; the three-week period December 1 to December 21; one school year; etc.]. Teacher shall use the period of paid leave granted under this Agreement to participate, at District's direction, in product development projects.
4. The District will direct Teacher's work on product development projects and will have the right to assign and reassign Teacher to particular projects and to particular phases of product development, for example, research, writing, or laboratory testing, at the District's discretion. District will designate a District employee to oversee the Teacher's project. Teacher will periodically report to and take direction from this employee.
 5. Paid leave granted under this Agreement shall be fully paid, and District shall continue all benefits during the leave period(s) on the same basis as if Teacher were performing Teacher's regular assignment. Teacher shall continue to accumulate seniority and to accrue sick leave and vacation similar entitlements to the same extent and in the same manner as if Teacher were performing Teacher's regular assignment.
 6. Teacher acknowledges that Teacher shall receive no additional stipend or other remuneration from the District other than Teacher's regular District salary while participating in product development projects.
 7. District may employ a substitute, in District's sole discretion, to perform Teacher's regular assignment while Teacher is on paid leave under this Agreement. District shall make no deductions from Teacher's salary attributable to District's use of substitutes to perform Teacher's regular work while Teacher is on paid leave under this Agreement.
 8. If at any time Teacher decides to discontinue participation in project development, Teacher shall immediately notify the District and the District employee overseeing Teacher's project. Teacher's paid leave shall immediately end, and Teacher shall contact District to determine when Teacher will resume Teacher's regular assignment or other duties as District directs.
 9. This Agreement shall continue in effect only as long as Teacher's services are required for product development. If at any time the District no longer requires Teacher's services, District shall notify Teacher and this Agreement shall automatically terminate, Teacher's paid leave shall end, and Teacher shall resume Teacher's regular assignment or other duties as District directs.
 10. Teacher shall not contract with any private business to develop instructional texts or other products based upon District curriculum, District instructional units, or other District materials, without District's express written permission. Teacher shall not accept payment from any person or entity other than District for the use of District curriculum, District instructional units, or other District materials or of District equipment or facilities. For purposes of this paragraph, "District

curriculum, District instructional units, or other district materials" mean curriculum, instructional units, and other materials that were or are developed by District employees while at work for the District or that were or are used by District teachers to teach District students or to develop materials used to teach District students.

11. **Exclusive transfer of copyright rights.** Teacher and District expressly agree that any products Teacher develops while participating in product development projects are made at District's direction while Teacher is employed by District and shall be considered "works made for hire" within the meaning of federal copyright law. Teacher assigns and transfers to District the exclusive right to all Teacher's copyright rights, if any, in the products Teacher develops while on paid leave under this Agreement.

12. **Nondisclosure agreement.** Teacher agrees not to disclose to any District competitor or potential competitor any part of the content, technical specifications, general concept, or overall "feel" of any District product, whether fully developed or in progress, that has not been made available to the public or to the general teaching profession.

Executed in San Jose, California, on the day and year first written above:

TEACHER:

DISTRICT:

By _____
Teacher

By _____
Superintendent
Berryessa Union School District

Approved by the California Teachers Association of Berryessa:

Date: _____

Attest: _____
CTAB President

Approved by the Governing Board of Trustees:

Date: _____

Attest: _____
Clerk of the Board

**Model Teacher Agreement
Development Project Agreement and Assignment of Copyright**

Form A2

This Development Project Agreement and Assignment of Copyright ("Agreement") is entered into this ____ day of _____, _____, between the Berryessa Union School District, a public school district organized under the laws and constitution of the State of California, ("District") and _____, a Berryessa Union School District certificated employee ("Teacher").

RECITALS

- A. District desires to develop electronic curricular materials and instructional texts ("products") based upon copyrighted District curriculum frameworks, for use in California public school education.
- B. The District has solicited Teacher to develop a product based upon District frameworks. Teacher proposes to develop this proposed product during time when Teacher is not at work for the District.
- C. District has selected Teacher to participate in one or more product development projects. Teacher desires to participate in these project(s) and has requested paid leave from District in order to do so.
- D. Under California law, District retains full copyright rights in all District curriculum and other materials, and in all materials derived from District curriculum and materials, including all instructional texts and other products, except to the extent District specifically licenses those rights to others.

AGREEMENT

- 1. Time Teacher spends working on product development projects under this Agreement is time Teacher spends "at work for the District."
- 2. Teacher and District will jointly prepare a reasonable work schedule, which shall describe both the efforts that Teacher will make to develop Teacher's product and the timeframe in which Teacher will achieve specific goals. The approved work schedule will be appended to this Agreement as Exhibit 1 and is incorporated into this Agreement by this reference. Teacher's failure to adhere to the approved work schedule shall be grounds for terminating this Agreement. The work schedule may be amended from time to time by written agreement between Foundation and Teacher.
- 3. Teacher shall be paid at the rate of \$_____ per day for the development of the product, not to exceed a total of \$_____. In addition, Teacher will receive [\$0.____ of each dollar received by the Foundation and/or District for the completed product through royalties or other licensing agreement; or \$_.____ per unit sold for which the Foundation and/or District receives payment; or ____% of the total

- revenues the Foundation and/or District receives through royalties or licensing agreement, paid annually on _____; or any other similar agreed upon financial arrangement].
4. District will direct Teacher's work on product development projects and will have the right to assign and reassign Teacher to particular projects and to particular phases of product development, for example, research, writing, or laboratory testing, at the District's discretion. District will designate a District employee to oversee the Teacher's project. Teacher will periodically report to and take direction from this employee.
 5. District or Teacher may terminate this Agreement at any time by delivering a written statement of termination to the other. Neither District nor Teacher need state any reason for its decision. Upon this Agreement's termination, Teacher will immediately return to District all curriculum, products, and other materials Teacher received from District while working under this Agreement. Teacher shall also return to District the advance received under Section 5 of this Agreement, unless the parties agree, in writing, to a different arrangement. The arrangement may include a return on all, part, or none of the advance, with or without a reasonable rental charge for Teacher's use of District equipment and facilities.
 6. Teacher shall not contract with any private business to develop instructional texts or other products based upon District curriculum, District instructional units, or other products based upon District curriculum, District instructional units, or other District materials, without District's express written permission. Teacher shall not accept payment from any person or entity other than District for the use of District curriculum, District instructional units, or other District materials or of District equipment or facilities. For purposes of this paragraph, "District curriculum, District instructional units, or other District materials" mean curriculum, instructional units, and other materials that were or are developed by District employees while at work for the District or that were or are used by District teachers to teach District students or to develop materials used to teacher District students.
 7. **Exclusive transfer of copyright rights.** Teacher and District expressly agree that any projects Teacher develops while participating in product development projects are made at District's direction while Teacher is employed by District and shall be considered "works made for hire" within the meaning of federal copyright law. Teacher assigns and transfers to District the exclusive right to all Teacher's copyright rights, if any, in the products Teacher develops while on paid leave under this Agreement.
 8. **Nondisclosure agreement.** Teacher agrees not to disclose to any District competitor or potential competitor any part of the content, technical specifications, general concept, or overall "feel" of any District product, whether fully developed or in progress, that has not been made available to the public or to the general teaching profession.

Executed in San Jose, California, on the day and year first written above:

TEACHER:

DISTRICT:

By _____
Teacher

By _____
Superintendent
Berryessa Union School District

Approved by the California Teachers Association of Berryessa:

Date: _____

Attest: _____
CTAB President

Approved by the Governing Board of Trustees:

Date: _____

Attest: _____
Clerk of the Board

**Model Teacher Agreement
Independent Project Development Agreement and Assignment of Copyright**

Form B

This Independent Project development Agreement and Assignment of Copyright (“Agreement”) is entered into this ____th day of _____, _____, between the Berryessa Union School District, a public school district organized under the laws and constitution of the State of California, (“District”) and _____, a Berryessa Union School District certificated employee (“Teacher”).

RECITALS

- A. District desires to develop electronic curricular materials and instructional texts (“products”) based upon copyrighted District curriculum frameworks, for use in California public school education.
- B. Teacher has approached District with a proposal to develop a product not based upon copyrighted District curricular materials and frameworks. Teacher proposes to develop this proposed product during time when Teacher is not at work for the District.

AGREEMENT

- 1. District agrees to sponsor Teacher’s proposed product development project. District will provide Teacher with equipment and facilities required for Teacher’s project. District may ask Teacher to demonstrate that Teacher’s proposed product is not based on District copyrighted materials. If Teacher cannot satisfy District that the proposed product is not based on District copyrighted materials, this Agreement shall be void.
- 2. Teacher agrees that District retains full copyright rights in all District curriculum and other materials, and in all materials derived from district curriculum and materials, including all instructional texts and other products, except to the extent District specifically licenses those rights to others.
- 3. At the time Teacher offers the project to District for approval under Section 8 of this Agreement, Teacher will provide District with satisfactory proof that Teacher has legally sufficient permission to use each copyrighted work incorporated into Teacher’s project.
- 4. Teacher and District will jointly prepare a reasonable work schedule, which shall describe both the efforts that Teacher will make to develop Teacher’s product and the timeframe in which Teacher will achieve specific goals. The approved work schedule will be appended to this Agreement as Exhibit 1 and is incorporated into this Agreement by this reference. Teacher’s failure to adhere to the approved work schedule shall be grounds for terminating this Agreement. The work

- schedule may be amended from time to time by written agreement between District and Teacher.
5. District will evaluate Teacher's work periodically, as provided in the approved work schedule, and will assist Teacher in developing a quality product. At any time, District may rely on its expertise to direct Teacher to expand, narrow, or redirect particular aspects of the proposed product, as a condition of continuing this Agreement.
 6. District will pay Teacher a fixed fee of \$_____ for Teacher's completed approved product, including all Teacher's copyright interests in the project. District shall pay Teacher \$_____ of this fee in advance and the remainder of the fee when District approves Teacher's completed product and Teacher satisfies the requirements of Section 8 of this Agreement. District will not provide Teacher with any other benefit or remuneration for Teacher's work. Teacher's work under this Agreement shall not be considered teaching for District and shall not be counted toward seniority or any benefit Teacher might otherwise receive from District.
 7. **Copyright Transfer.** Upon District's approval of Teacher's completed project, District shall purchase all Teacher's copyright interests in Teacher's project, and Teacher shall execute a document assigning all Teacher's copyright rights in the project to District. The fee paid to Teacher under Section 6 of this Agreement shall constitute full and complete consideration for Teacher's interests and copyrights.
 8. Teacher shall not contract with any private business to develop instructional texts or other products based upon District curriculum, District instructional units, or other District materials, without District's express written permission. Teacher shall not accept payment from any person or entity other than District for the use of District curriculum, District instructional units, or other District materials or of District equipment or facilities. For purposes of this paragraph, "District curriculum, District instructional units, or other District materials" mean curriculum, instructional units, and other materials that were or are developed by District employees while at work for the District or that were or are used by District teachers to teach District students or to develop materials used to teach District students.
 9. **Nondisclosure agreement.** Teacher agrees not to disclose to any District competitor or potential competitor any part of the content, technical specifications, general concept, or overall "feel" of any District product, whether fully developed or in progress, including Teacher's project that has not been made available to the public or to the general teaching profession.

Executed in San Jose, California, on the day and year first written above:

TEACHER:

DISTRICT:

By _____

Teacher

By _____

Superintendent

Berryessa Union School District

Approved by the California Teachers Association of Berryessa:

Date: _____

Attest: _____

CTAB President

Approved by the Governing Board of Trustees:

Date: _____

Attest: _____

Clerk of the Board

APPENDIX H: PEER ASSISTANCE AND REVIEW

Peer Assistance and Review Program

1. Purpose

- 1.1 The Peer Assistance and Review Program (Program) allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.
- 1.2 The extent of the Program's assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a permanent teacher who has received an overall unsatisfactory evaluation in the areas of teaching methods and instruction. The Program's assistance shall be provided through Consulting Teachers as described in detail in Sections 4.2 and 4.3 of this document. This assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Article 15 of the Agreement and Education Code 44660, et seq., except for making available to the evaluator the results of some unit members' participation in the Program.
- 1.3 The Program resources shall be utilized in the following priority: first, for Participating Teachers with an unsatisfactory evaluation; second, for Beginning Teachers; third, for Voluntary Participating Teachers on evaluation cycle; and finally, for other Voluntary Participating Teachers.

2. Definitions For Purposes Of This Document

2.1 "Classroom Teacher" or "Teacher"

Any member of the certificated bargaining unit who is covered by the certificated evaluation, Article 15 of the Agreement.

2.2 "Participating Teacher"

A unit member who is a classroom teacher who either volunteers or is required by this Agreement to participate in the Program.

2.3 "Consulting Teacher"

A teacher meeting the requirements of subsection 4.2.1 who is selected by the Joint Panel to provide Program assistance to a Participating Teacher.

2.4 "Beginning Teacher"

Any unit member having probationary or temporary status, or any District teaching intern participating in a program established according to Education Code Sections 44305, et seq. and 44325, et seq. This Peer

Program is to be closely coordinated with other District programs for training and assistance to beginning teachers, including BTSA.

2.5 “Voluntary Participating Teacher”

Any unit member with permanent status whose last three annual performance evaluations have been rated as an overall “meets or exceeds performance expectations” and who selects and qualifies for the self-evaluation option under Section 15.2 of the Agreement, and who elects one of the following options:

- (1) self-evaluation option utilizing a Consulting Teacher;
- (2) self-evaluation option not utilizing a Consulting Teacher;
- (3) any professional growth activity utilizing a Consulting Teacher’s assistance.

In addition, a Voluntary Participating Teacher may be any permanent teacher wanting to engage in a professional growth activity utilizing a Consulting Teacher’s assistance.

2.6 “Participating Teacher With An Unsatisfactory Evaluation”

A unit member with permanent status whose most recent performance evaluation contained an overall “does not meet performance expectations” in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction, as specifically designated by Section 15.5 of the Agreement.

2.7 “Principal” or “Evaluating Administrator”

The certificated administrator appointed by the District to evaluate a certificated teacher.

3. Program Outline

3.1 For Participating Teachers with an Unsatisfactory Evaluation (Refer also to Diagram “1”, attached)

- 3.1.1 Any permanent teacher with an overall unsatisfactory evaluation in the areas listed in Section 2.6 must participate in the Program.
- 3.1.2 The Consulting Teacher’s assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher’s evaluator after the Participating Teacher receives the unsatisfactory rating. (See Form 1, attached)

- 3.1.2.1 These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).
- 3.1.2.2 The Principal and the Consulting Teacher assigned to the Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the Principal and the types of assistance that should be provided by the Consulting Teacher.
- 3.1.2.3 The Consulting Teacher and the evaluating Principal are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Participating Teacher.
- 3.1.2.4 The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in Section 4.3, which shall also involve conducting multiple classroom observations of the Participating Teacher.
- 3.1.3 Before April 1 of each year, the Consulting Teacher shall complete a written report evaluating the teacher's participation in the Program consisting solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. (See Form 2, attached) This report shall be submitted to the Joint Panel, with a copy submitted to the Participating Teacher and the Evaluating Administrator.
- 3.1.4 The results of the teacher's participation in the Program shall be made available as part of the Participating Teacher's annual evaluation. The evaluating Principal shall have the discretion as to whether and how to use the results in the annual evaluation.
- 3.1.5 After receiving the report, the Joint Panel shall determine whether the Participating Teacher will benefit from continued participation in the Program.
- 3.1.6 The teacher will continue participating in the Program until the Joint Panel determines the teacher no longer benefits from participation in the Program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District. The District has the sole authority to determine whether the

Participating Teacher has been able to demonstrate satisfactory improvement.

- 3.1.7 The Consulting Teacher shall conduct multiple classroom observations of each Participating Teacher.
 - 3.1.8 The Consulting Teacher's report on the participation in the Program, as defined in subsection 3.1.3 above, shall be made available to the District for placement in the Participating Teacher's personnel file if referenced by the evaluating administrator in the annual evaluation, or if the Participating Teacher requested that the report be placed in the file.
 - 3.1.9 The Joint Panel will make an annual report to the Governing Board and the Association regarding the Program's impact and improvements to be made in the Program. In addition, the Panel will make recommendations to the Governing Board regarding Program participants, including forwarding the names of the permanent teachers with unsatisfactory evaluations who, after sustained assistance, are unable to demonstrate satisfactory improvement.
- 3.2 For Beginning Teachers (Refer also to Diagram "2")
- 3.2.1 A Consulting Teacher will be assigned to one or more Beginning Teachers to provide assistance. In the first year the Consulting Teacher shall concentrate the assistance in the area of the District's Teaching Standards. In the second year, the Consulting Teacher will focus the assistance in the areas listed by the evaluating Principal as needing improvement and/or assistance.
 - 3.2.2 The Consulting Teacher and the evaluating Principal shall have a cooperative relationship, and shall coordinate the assistance provided to the Beginning Teachers.
 - 3.2.3 Because Beginning Teacher participation in the Program is not legally mandated, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual Beginning Teachers, nor forward to the Board the names of individual Beginning Teachers who participated in the Program. The Consulting Teacher shall provide an annual assessment of the Program's overall effectiveness and specific areas for improvement in the Program to the Joint Panel. The Joint Panel will annually report to the Governing Board and the Association on the overall effectiveness of the Program, including Beginning Teachers.

- 3.3 For Voluntary Participating Teachers (Refer also to Diagram “3”, attached)
- 3.3.1 Those teachers participating in a self-evaluation program set forth in Section 15.2 of the Agreement, and any eligible teacher in any year of the evaluation cycle, may utilize a Consulting Teacher’s assistance.
- 3.3.2 Voluntary Participating Teachers are expected to be high performing individuals who wish to grow and learn with the assistance from a peer, or who may be seeking assistance due to a change in assignment or the institution of new curriculum. The Program for Voluntary Participating Teachers will focus on practical application of certain teaching skills or the acquisition of a new subject matter. Each year the Joint Panel, in consultation with the District administration, may select certain curricular areas or skills for emphasis with a select number of Consulting Teachers.
- 3.3.3 For teachers on a self-evaluation cycle specified by Section 15.2 of the Agreement, the volunteering teacher must first submit to the evaluating Principal a written plan for a self-evaluation, including the name of any preferred Consulting Teacher. If the plan is approved by the evaluating administrator and involves a Consulting Teacher, the plan will be submitted to the Joint Panel for the assignment of a Consulting Teacher. If the Joint Panel assigns a Consulting Teacher, the Consulting Teacher shall meet with the Principal and the Voluntary Participating Teacher for planning and coordinating the plan. The process for utilizing Consulting Teachers for professional growth on off-cycle years shall be the same as above, except that the procedures for evaluation contained in Article 15 of the Agreement will not be followed.
- 3.3.4 Because permanent teachers with satisfactory performance are not mandated by law to participate in the Program, neither the Consulting Teacher nor the Panel will forward to the Board the names of volunteer teacher participants. Any reports to the Governing Board or the Joint Panel will be made only as required by the individual plan. All other reports and recommendations will be governed by Section 15.2 of the Agreement.

4. Governance and Program Structure

4.1 Joint Panel

- 4.1.1 The Peer Assistance and Review Program will be administered by a Panel consisting of five members, three certificated classroom teachers selected by the certificated classroom teachers, and two

administrators appointed by the District. Qualifications for the teacher representatives shall be the same as those for Consulting Teachers as set forth in Section 4.2.1, and they shall be elected by secret ballot in an election conducted by the Association. A Panel member's term shall be three years, except the first terms of the teacher members will be one two-year term, one three-year term, and one four-year term.

- 4.1.2 The Joint Panel will make all decisions through consensus in the areas of appointments, reports and recommendations to the Governing Board, and Program plan and budget. Failing consensus, decisions will be made by majority vote. Four of the five Panel members will constitute a quorum for purposes of meeting and conducting business.
- 4.1.3 The Joint Panel's primary responsibilities involve establishing the annual Program and budget, and selecting, assigning, and overseeing the Consulting Teachers. In addition the Panel is responsible for:
- submitting to the Governing Board and the Association an annual report of the Program's impact. In addition, the Panel will make recommendations to the Governing Board regarding Participating Teachers with unsatisfactory evaluations, and if necessary, forwarding names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement;
 - assigning and reassigning the Consulting Teachers;
 - reviewing Consulting Teachers' reports on Participating Teachers with permanent status referred to the Program because of unsatisfactory evaluations;
 - assessing the effectiveness of the Consulting Teachers in the role of Consulting Teacher;
 - coordinating with the District to provide training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers;
 - forwarding to the Human Resources Office at the end of the year all the records regarding the Program that shall be filed separately from the individual personnel records, except as set forth in section 3.1.8 in this document; and
 - establishing internal operating procedures and regulations necessary to carry out the requirements of the Education

Code and this document, including a procedure for selecting the Joint Panel's chair.

4.1.4 The Panel shall use the following procedure for establishing the annual Program plan and budget:

- (a) By June 1 of each fiscal year the Panel will establish a Program and budget for the succeeding year, which will include:
- the estimated state revenues for the Program;
 - the estimated expenditures, involving:
 - projected number of Participating Teachers,
 - projected (full and part-time) number of Consulting Teachers needed to service the projected need,
 - released time for the Panel, Consulting Teachers, and Participating Teachers,
 - pay for Panel members and Consulting Teachers that is consistent with the pay parameters established by the negotiating parties, and
 - projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.
- (b) By July 15, the Program plan/budget will be submitted to the Association President and the Superintendent for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By September 1, if the parties cannot reach agreement to either approve the plan/budget or to amend it, then the plan/budget will be implemented as submitted by the Panel, subject to Board approval.

4.2 Consulting Teachers

4.2.1 Minimum qualifications for Consulting Teacher:

- a credentialed classroom teacher with permanent status and at least five years of recent teaching experience;
- demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject

matter knowledge, knowledge and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts;

- ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and experience in working on school or District committees.

A Consulting Teacher may be a permanent certificated teacher from another district.

4.2.2 Consulting Teacher positions shall be filled by the District posting the position. Each applicant will be required to submit a completed application, which shall include at least three references from individuals who have direct knowledge of the applicant's abilities for the position. A reference from a Principal is preferred, although not necessary. All applications and references will be treated with confidentiality and will not be disclosed except as required by law. The Joint Panel will make the selection, which will be forwarded to the Superintendent. The Panel's procedures for selecting Consulting Teachers shall include provisions for classroom observation of Consulting Teacher candidates.

4.2.3 The Joint Panel will assign Consulting Teachers. Within the first six weeks of the regular school year, either the Consulting Teacher or the Participating Teacher may petition the Panel for an assignment change for good reasons. The Participating Teacher shall be allowed only one change per year.

4.2.4 A Consulting Teacher's term will be three years, unless the Consulting Teacher is reassigned earlier by the Joint Panel.

4.3 Consulting Teachers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include, but not be limited to, the following activities:

- (a) providing consultative assistance to improve in the specific areas targeted by the evaluating Principal or the District Teaching Standards;
- (b) meeting and consulting with the Principal or designee regarding the nature of the assistance being provided;
- (c) observations of the Participating Teacher during periods of classroom instruction;

- (d) allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers;
- (e) attending specific training in specified teaching techniques or in designated subject matter;
- (f) demonstrating good practices to the Participating Teacher;
- (g) maintaining appropriate records of each Participating Teacher's activities and progress.

5. Other Provisions

- 5.1 Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).
- 5.2 Unit members who perform functions as Consulting Teachers or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.
- 5.3 Records
 - 5.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
 - 5.3.2 All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.
 - 5.3.3 All the documents for the Peer Program will be filed by the Human Resources Office separately from the individual personnel records, except as set forth in 3.1.8 above.
- 5.4 This agreement will be attached to the Collective Agreement as Appendix I, and shall be reviewed by the parties for possible modification before July 1, 2000.

Form 1

Referral to Peer Assistance and Review Program
Based on Unsatisfactory Evaluation
and
Recommendations for Improvement

Teacher: _____

School Principal (or other evaluator): _____

I am referring the teacher named above to the Peer Assistance and Review Program based on the teacher's [*overall unsatisfactory evaluation as well as an*] unsatisfactory evaluation in the following areas:

- Subject Matter Knowledge
- Teaching Strategies
- Teaching Methods and Instruction

The teacher needs to improve in the specific areas described on the attached page(s)
[*Principal to attach detailed description of areas in need of assistance*].

The assistance provided under the Peer Assistance and Review Program shall be designed to help the teacher to improve in the areas identified by the Principal or other evaluator.

Date

Signature of Principal or Other Evaluator

Form 2

**Evaluation of Teacher's Participation
in Peer Assistance and Review Program for
Teachers Referred Based on an Unsatisfactory Evaluation**
[To be Completed by Consulting Teacher]

Participating
Teacher: _____

Consulting
Teacher: _____

The Participating Teacher was referred to the Peer Program due to an unsatisfactory evaluation by the Principal or other evaluator in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction.

The Principal identified the areas in need of improvement on the attached Referral to Peer Assistance and Review Program.

The results of the teacher's participation in the Peer Program with reference to each area needing improvement are described below:

Area in need of improvement: _____

Assistance provided: _____

- Improvement not observed
- Improvement observed (attach detailed description)

Area in need of improvement: _____

Assistance provided: _____

- Improvement not observed
- Improvement observed (attach detailed description)

Area in need of improvement: _____

Assistance provided: _____

- Improvement not observed
- Improvement observed (attach detailed description)

Other comments regarding the *results* of the teacher's participation in the Program are attached as needed.

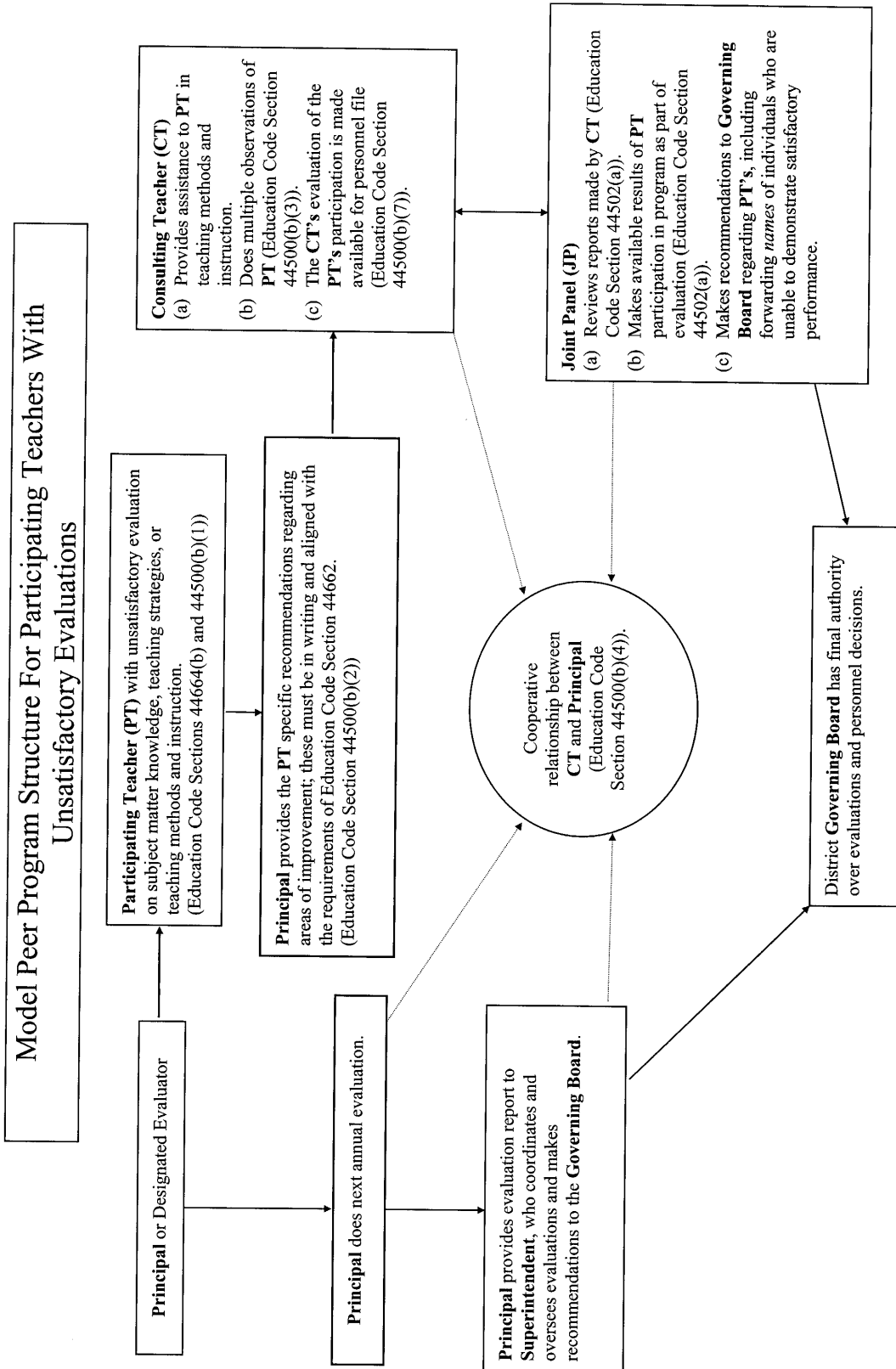
Date

Signature of Consulting Teacher

Date

Signature of Participating Teacher

Diagram 1



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Diagram 2

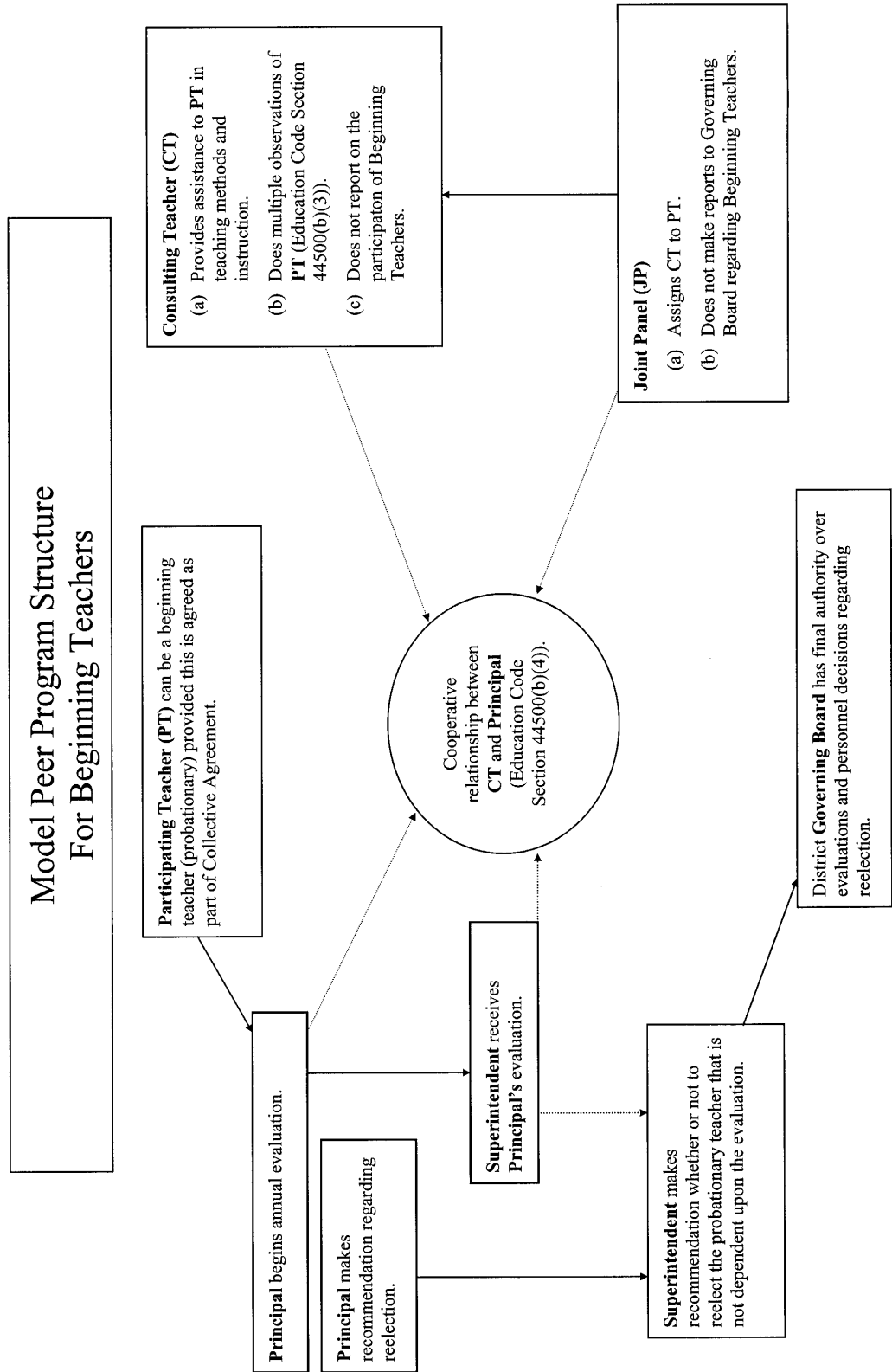
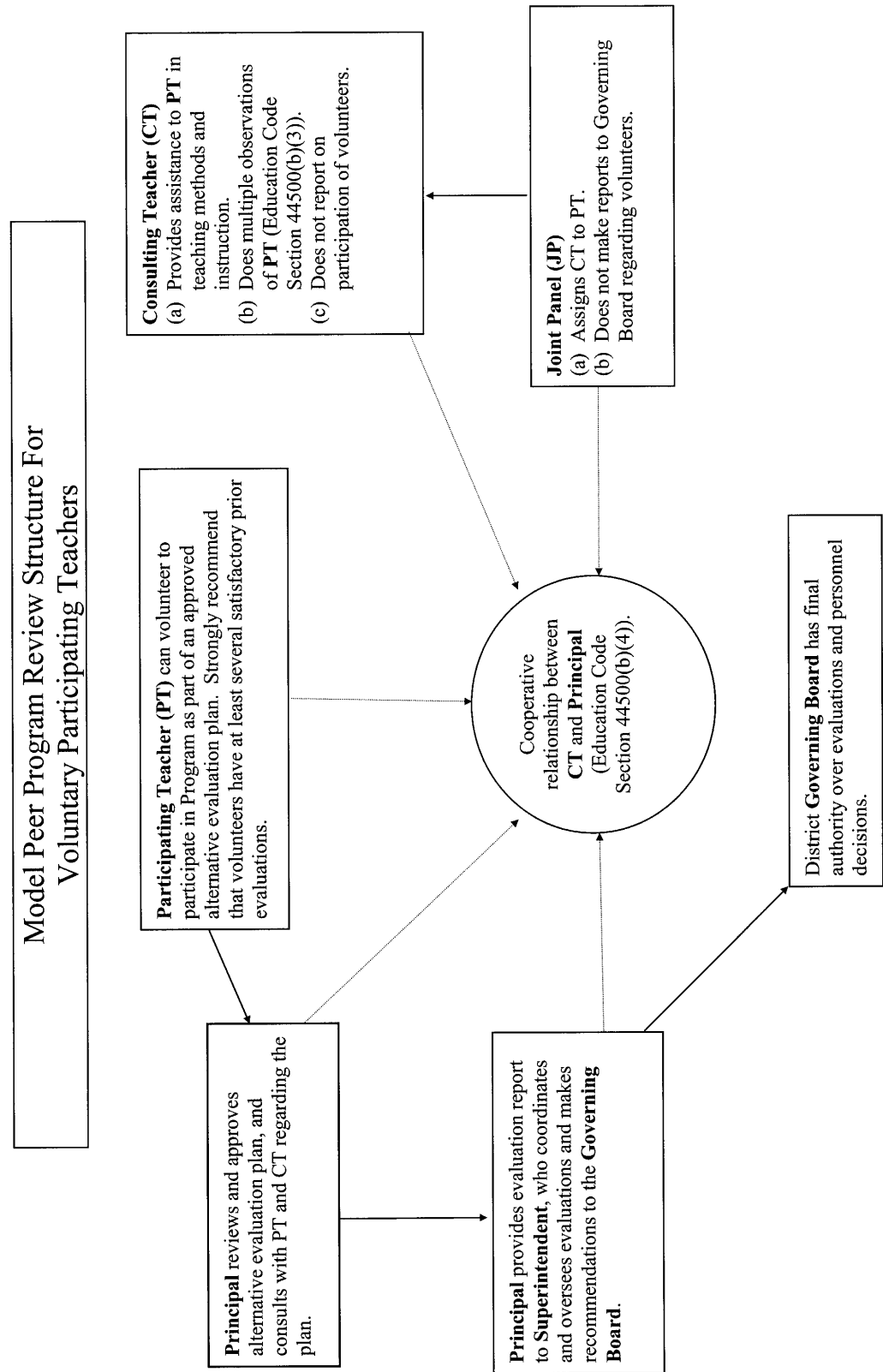


Diagram 3



APPENDIX I: GRIEVANCE FORM

BERRYESSA UNION SCHOOL DISTRICT

GRIEVANCE FORM

Name of Grievant: _____ Date Filed: _____

Immediate Supervisor: _____ Site: _____

Conferee(s) if any: _____ Level: _____

1. Date grievance occurred: _____

Statement of Grievance (Include names, dates, times, locations, circumstances and adverse effects on the Grievant, attach a second page if necessary.):

State the provisions of the contract alleged to have been violated (Provide specific contract section or sections.):

2. Remedy desired:

Signature of Grievant

Signature of Conferee (if any)

APPENDIX J: EDUCATION CODE SECTION 35036

35036.

(a) Notwithstanding subdivision (d) of Section 35035, the superintendent of a school district may not transfer a teacher who requests to be transferred to a school offering kindergarten or any of grades 1 to 12, inclusive, that is ranked in deciles 1 to 3, inclusive, on the Academic Performance Index if the principal of the school refuses to accept the transfer.

(b) The governing board of a school district may not adopt a policy or regulation, or enter into a collective bargaining agreement, that assigns, after April 15 of the school year prior to the school year in which the transfer would become effective, priority to a teacher who requests to be transferred to another school over other qualified applicants who have applied for positions requiring certification qualification at the school.

(c) The prohibitions in this section shall become operative on January 1, 2007. If the prohibitions in this section are in direct conflict with the terms of a collective bargaining agreement in effect on January 1, 2007, the prohibitions of this section shall become operative on the employees governed by that agreement upon its expiration.