

NEGOTIATED AGREEMENT

Between the

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

And the

GOVERNING BOARD OF THE

**BERRYESSA UNION
SCHOOL DISTRICT**

July 1, 2006 to June 30, 2009

TABLE OF CONTENTS

ARTICLE 1: GENERAL PROVISIONS 6
 1.1 Agreement.....6
 1.2 Recognition.....6
ARTICLE 2: DISTRICT RIGHTS 7
 2.1 Powers and Authorities.....7
 2.2 Discipline7
ARTICLE 3: ASSOCIATION RIGHTS 8
 3.1 Association Rights8
 3.2 Association President Release Time.....8
 3.3 Association Release Time.....8
ARTICLE 4: EMPLOYEE RIGHTS..... 9
 4.1 Academic Freedom9
 4.2 Public Complaints.....9
 4.3 Formal Complaints.....9
 4.3.1 Level 19
 4.3.2 Level 29
 4.3.3 Level 310
 4.3.4 Level 410
 4.4 Parental Classroom Visits10
 4.5 Harassment.....11
 4.6 Restructuring Terms and Conditions of Employment11
 4.7 Specialized Procedures11
 4.8 IDEA, Section 504.....11
 4.9 Effect of Recommendations.....11
 4.10 Intellectual Property Rights11
ARTICLE 5: ORGANIZATIONAL SECURITY 13
 5.1 Member Definition.....13
 5.2 Automatic Membership13
 5.3 Membership Exceptions.....13
 5.4 Membership Proof of Payments.....14
 5.5 Grievance Expenses14
 5.6 Membership Dues14
 5.7 Association/District Agreement.....14
 5.8 Exclusive Rights14
ARTICLE 6: PAYROLL DEDUCTIONS..... 16
ARTICLE 7: GRIEVANCE 17
 7.1 Problem Solving Procedures.....17
 7.2 Grievance Alternative17
 7.3 Definitions.....17
 7.3.1 Grievance17
 7.3.2 Conferee.....17
 7.3.3 Working Day.....17
 7.3.4 Grievant.....17
 7.4 Procedures for Grievance.....18
 7.5 Level 1 – Immediate Supervisory Administrator.....18
 7.6 Level 2 – Superintendent or Designee19

TABLE OF CONTENTS

7.7	Level 3 – Mediation	19
7.8	Level 4 – Arbitration.....	19
7.8.1	Functions of the Arbitrator are:.....	20
7.8.2	Selection of the Arbitrator	20
7.8.3	Powers and Limitations of the Arbitrator:	20
7.9	Advisory Decision	21
ARTICLE 8:	DISCIPLINE.....	22
ARTICLE 9:	COMPENSATION	23
9.1	2006-2007 Salary Increase.....	23
9.2	2007-2008 Salary Increase.....	23
9.3	Experience Movement	23
9.4	Class Change Bonus	23
9.5	Rate for Hourly Work	23
9.6	Professional Growth.....	23
9.7	Doctorate Stipend.....	24
9.8	ELD Compensation.....	24
9.9	National Board Certification Compensation.....	24
ARTICLE 10:	FRINGE BENEFITS	25
10.1	Medical Premiums	25
10.1.1	District Basic Contribution for Medical Premiums	25
10.1.2	District Supplemental Benefits Contribution for Medical Premiums.....	25
10.2	Domestic Partners	26
10.3	Dental and Vision Premiums	26
10.4	Part-Time Unit Members	26
10.5	Section 125 Plan	26
10.6	Purchase Option for Retirees	27
ARTICLE 11:	SUMMER SCHOOL	28
11.1	Summer School Notification.....	28
11.2	Organizational and Curriculum Structure.....	28
11.3	Summer School Pay Rate.....	28
11.4	Summer School Sick Leave	28
11.5	Staff Selection Criteria.....	28
11.6	Written Expectations.....	29
ARTICLE 12:	ASSIGNMENT, TRANSFER, AND FILLING OF VACANCIES	30
12.1	General Provisions for Assignment and Transfer.....	30
12.2	Assignment of Unit Members.....	30
12.3	Voluntary Transfer Between School Sites.....	31
12.4	Involuntary Transfer due to Reduced Enrollment	32
12.5	Involuntary Transfers.....	32
12.5.1	Standards for Transfers	32
12.5.2	Site Administrator Initiated Transfer	33
12.5.3	Superintendent Initiated Transfer	33
12.6	Assignment and Transfer due to School Closure.....	33
12.6.1	Criteria for Transferring Teachers due to School Closure.....	34
12.6.2	Moving Assistance for Teachers Transferred due to School Closure.....	34
ARTICLE 13:	CLASS SIZE.....	35
13.1	Staffing.....	35

TABLE OF CONTENTS

13.2	Overload Procedures.....	35
13.3	Overload Plan.....	36
13.4	Provisions for Special Education Teachers.....	36
ARTICLE 14:	HOURS, RESPONSIBILITIES, WORK YEAR.....	37
14.1	Work Day and Responsibilities	37
14.2	Adjunct Duties	37
14.3	Lunch Period.....	38
14.4	Preparation Periods	38
14.5	Schedule Development	38
14.6	Voluntary Activities.....	39
14.7	Work Year.....	39
14.8	Work Year and Schedule	40
14.8.2	Development of Work Calendar	40
14.9	Parent Conferencing.....	40
14.10	Instructional Minutes Per Day and Year.....	40
14.11	Substitute Services – Middle School Level	41
14.12	Additional Assignments.....	41
ARTICLE 15:	EVALUATION.....	42
15.1	Evaluation Procedures	42
15.1.1	Evaluation Criteria.....	42
15.1.2	Observation Procedures for Temporary and Probationary Teachers.....	42
15.1.3	Evaluation as a Continuous Process	43
15.1.4	Evaluators for Itinerant and Non-Classroom Employees	43
15.2	General Evaluation Guidelines	43
15.3	Evaluation of Certificated Staff Assigned or Reassigned After the Beginning of the School Year.....	44
15.4	Problem Solving Procedures.....	45
15.5	Assistance Plan and Participation in the Peer Assistance Program	45
15.6	Employee Files.....	45
15.7	Forms for Noninstructional Personnel	46
ARTICLE 16:	LEAVE PROVISIONS	47
16.1	Sick Leave.....	47
16.2	Sick Leave for Personal Necessity (PNS).....	48
16.3	Death of Member of Immediate Family	49
16.4	Legal Commitments and Transactions.....	49
16.5	Sabbatical Leave	49
16.6	Educational Improvement Leave	51
16.7	Military	52
16.8	Child Rearing	52
16.9	Catastrophic Illness Benefit	53
16.9.1	Definition	53
16.9.2	Eligibility	53
16.9.3	Procedure	54
16.10	Leave of Absence for Unit Members Elected to the Legislature (Education Code 44801).....	55
16.11	Other Leaves Without Pay	55
16.12	Industrial Leave	56

TABLE OF CONTENTS

16.13	Family and Medical Leave.....	56
ARTICLE 17:	RETIREMENT PROGRAMS	57
17.1	Retiree Fringe Benefits	57
17.2	Full Retirement Credit With Pre-Retirement Plans	58
17.3	Post-Retirement Employment Program, Effective July 1, 2000.....	58
17.4	Post-Retirement Employment Programs, Effective July 1, 2001	59
17.5	Post-Retirement Employment Programs, July 1, 2002 To June 30, 2008	60
17.6	Substitute Service by Retired Unit Members.....	61
ARTICLE 18:	SAFETY	62
18.1	Healthful and Safe Conditions	62
18.2	Assault and Battery	62
18.3	Personal Property Protection and Liability Coverage.....	63
ARTICLE 19:	SHARED CONTRACT	64
19.1	Shared Contract Application and Renewal	64
19.2	Proration of Salary and Benefits	64
19.3	Return to Full-Time	64
19.4	Mutual Agreement Required.....	64
19.5	Step and Column Movement	64
19.6	Plan for Shared Responsibilities	65
19.7	Evaluation Procedures	65
ARTICLE 20:	NOTICE OF LAYOFF	66
ARTICLE 21:	COLLABORATIVE ORGANIZATIONAL PROCESSES	67
ARTICLE 22:	CONCERTED ACTIVITIES.....	68
22.1	Strikes, Work Stoppage, Slow-downs	68
22.2	Association’s Commitment to District.....	68
ARTICLE 23:	EFFECT OF AGREEMENT	69
ARTICLE 24:	COMPLETION OF MEET AND NEGOTIATION.....	70
ARTICLE 25:	SAVINGS PROVISIONS.....	71
ARTICLE 26:	LENGTH OF CONTRACT	72
ARTICLE 27:	EXECUTION OF AGREEMENT	73
APPENDIX A:	GENERAL SALARY PROVISIONS	74
APPENDIX B:	SEXUAL HARRASSMENT Equal Employment Opportunity: Affirmative Action in Employment & Contracting; Harassment Prohibited	76
APPENDIX C:	DEFINITIONS.....	93
APPENDIX D1:	2007-2008 SALARY SCHEDULE	95
APPENDIX D2:	2008-2009 SALARY SCHEDULE	96
APPENDIX E:	SUPPLEMENTAL PAY ACTIVITIES	97
APPENDIX F:	CERTIFICATED EMPLOYEES EVALUATION SYSTEM.....	98
PERFORMANCE AREAS	108
PERFORMANCE LEVELS AND OTHER REQUIREMENTS	108
APPENDIX G:	UNPAID FAMILY AND MEDICAL CARE LEAVE GUIDELINES.....	111
APPENDIX H:	INTELLECTUAL PROPERTY RIGHTS-AGREEMENT MODELS	116
APPENDIX I:	PEER ASSISTANCE AND REVIEW	125
APPENDIX J:	GRIEVANCE FORM	140

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, all resource teachers, nurses, special education
15 and speech teachers, librarians, counselors, psychologists and music teachers (this
16 excludes substitute teachers, summer school teachers, and fixed-price service
17 agreement employees. Summer school teachers are included for the purposes of
18 representation on compensation only). This unit also excludes the superintendent,
19 assistant superintendent, directors, coordinators, administrative assistants,
20 assistant principals, principals, and all others who are compensated under District
21 Policy 4312.

22 **ARTICLE 2: DISTRICT RIGHTS**

23 2.1 **Powers and Authorities**

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

43 2.2 **Discipline**

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

50 **ARTICLE 3: ASSOCIATION RIGHTS**

51 3.1 **Association Rights**

52 The Association shall have the right of access, at reasonable times, to areas in
53 which unit members work, the right to use District bulletin boards, mailboxes, and
54 other means of communication, subject to reasonable regulation, and the right to
55 use District facilities at reasonable times for the purpose of meetings concerned
56 with the exercise of Association rights. There should be no District-wide
57 meeting, workshops, etc., held on Tuesdays. No District-wide or individual site
58 meetings will be scheduled when decisions are being made that affect school
59 operations and procedures.

60 3.2 **Association President Release Time**

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

66 3.3 **Association Release Time**

67 The Association shall be entitled to receive up to a total of twenty (20) days of
68 release time per school year for the Association President or designee to conduct
69 Association business provided:

70 3.3.1 The Association notifies the District at least forty-eight (48) hours prior to
71 the desired release time (this time may be waived by the Superintendent).

72 3.3.2 The District is able to hire a qualified substitute.

73 3.3.3 The Association reimburses the District for the cost of the substitute.

74 **ARTICLE 4: EMPLOYEE RIGHTS**

75 4.1 **Academic Freedom**

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

80 4.2 **Public Complaints**

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

85 4.3 **Formal Complaints**

86 4.3.1 **Level 1**

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

97 4.3.2 **Level 2**

98 4.3.2.1 If the site administrator was not involved at Level 1, and
99 the complainant believes the complaint is not resolved,
100 he/she shall meet with the site administrator before
101 proceeding to Level 3. However, if the complainant
102 refuses to attend the meeting or fails to advance the
103 complaint to the next level, then the complaint shall be
104 considered withdrawn.

105 **OR**

106 4.3.2.2 In cases where the site administrator was involved at Level
107 1, the complainant may proceed to Level 3.

108 4.3.3 **Level 3**

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

123 4.3.4 **Level 4**

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

141 4.4 **Parental Classroom Visits**

142 4.4.1 Should a parent request to visit a specific class taught by a unit
143 member, the parent shall initially report to the site administrator or
144 designee before the visit. At that time the site administrator or
145 designee shall notify the unit member of the parent's request and the
146 purpose of the visit.

147 4.4.2 The Site Administrator or Designee, in consultation with the unit
148 member, shall schedule the visit in such a manner that it will minimize

149 disruption of classroom activities and be consistent with the parent's
150 and the unit member's schedule.

151 4.4.3 Consistent with this Section, site administrators or designees in
152 collaboration with the site staff, shall develop appropriate rules and
153 regulations for parent visits.

154 4.5 **Harassment**

155 Appendix B shall contain the District Policy and Administrative Guidelines
156 regarding Sexual Harassment; Equal Employment Opportunity; Affirmative
157 Action in Employment & Contracting; Harassment Prohibited.

158 4.6 **Restructuring Terms and Conditions of Employment**

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

163 4.7 **Specialized Procedures**

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

171 4.8 **IDEA, Section 504**

172 To the extent allowed by law, and to the extent that additional costs will not be
173 incurred, the District will attempt to place inclusion students so that over a period
174 of five years the workload impact of these students will be equitably distributed
175 within each grade level at each school site. In addition, support will be provided,
176 including consultation and educational training with respect to the students'
177 specific disabilities.

178 4.9 **Effect of Recommendations**

179 The District will publish and make available to each teacher a copy of the
180 "Inclusion Handbook." The District will consult with the Association prior to the
181 first publication of the document, and thereafter, before any revision.

182 4.10 **Intellectual Property Rights**

183 4.10.1 All works or products created on District time or for District pay will
184 be considered the District's property, unless a written agreement

- 185 between the unit member and the District states otherwise. The
186 District will receive fair compensation for the approved use of District
187 property and equipment of the creation of marketable products.
- 188 4.10.2 Upon request, the District will provide the Association with a copy of
189 any contract with an entity providing marketing or production of
190 instructional programs/materials for the District.
- 191 4.10.3 Before a unit member creates any intellectual property on the District's
192 behalf outside the unit member's regular assignment, an individual
193 contract will be executed with the individual unit member. This
194 agreement will be format "A1" or "A2" (if the employee is solicited to
195 do a specific project) or "B" (if the employee presents an independent
196 product or concept not based on District curriculum). The formats for
197 these contracts are attached and incorporated into this Agreement as
198 Appendix H.
- 199 4.10.4 The Association will be provided a copy of each proposed contract
200 before the unit member executes the contract. The Association will
201 have the right to represent the unit member in these discussions, and
202 will also have the right to represent the entire unit's interests regarding
203 the pay provisions or other working conditions.
- 204 4.10.5 The terms and conditions for work undertaken prior to the date of this
205 Agreement will be completed under the terms agreed to at the outset of
206 that work. But all work currently conducted either by the District or
207 by a contracting entity on the District's behalf, will be converted to the
208 above contractual format as soon as administratively feasible.
- 209 4.10.6 Notwithstanding other provisions of this Agreement, including but not
210 limited to the provisions of Appendix H, the terms and conditions of
211 employment of bargaining unit members shall not be diminished in
212 any way.

213 **ARTICLE 5: ORGANIZATIONAL SECURITY**

214 5.1 **Member Definition**

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

224 5.2 **Automatic Membership**

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

241 5.3 **Membership Exceptions**

242 5.3.1 Any unit member who is a member of a religious body whose
243 traditional tenets or teachings include objections to joining or
244 financially supporting employee organizations shall not be required to
245 join or financially support the California Teachers Association of
246 Berryessa/CTA/NEA as a condition of employment; except that such
247 unit member shall pay, in lieu of a service fee, sums equal to such
248 service fee to one of the following non-religious, non-labor
249 organizations, charitable funds exempt from taxation under Section
250 501(c)(3) of Title 26 of the Internal Revenue Code.

251 5.3.1.1 United Way of Santa Clara County

252 5.3.1.2 Red Cross

253 5.3.1.3 Foundation to Assist California Teachers

254 5.3.2 Such payments of the in-lieu service fee shall be made by authorizing
255 the District to deduct one-tenth (10th) of such in-lieu fee from the
256 regular salary check of the unit member each month for ten (10)
257 months or by a single lump sum cash payment directly to the non-
258 profit organization.

259 5.4 **Membership Proof of Payments**

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

268 5.5 **Grievance Expenses**

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

273 5.6 **Membership Dues**

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

281 5.7 **Association/District Agreement**

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

284 5.8 **Exclusive Rights**

285 The Association shall indemnify and hold harmless the District and its Board
286 individually and collectively, from any legal costs and damages arising from
287 claims, demands or liability by reason of litigation arising from this Article,
288 provided that this obligation applies to litigation brought by third parties and not
289 to disputes between the Association and the District over the interpretation or
290 application of this Article. CTA shall have the exclusive right to decide and

291 determine whether any action or proceeding referred to in this Article shall or
292 shall not be compromised, settled, dismissed or appealed.

293 **ARTICLE 6: PAYROLL DEDUCTIONS**

294 6.1 The District will deduct from the pay of Association members and pay to the
295 Association the normal and regular monthly Association membership dues as
296 voluntarily authorized in writing by the unit member on the District forms subject
297 to the following conditions:

298 6.2 Such deduction shall be made only upon submission of the District form to the
299 designated representative of the District duly completed and executed by the unit
300 member and the Union.

301 6.3 The District shall not be obligated to put into effect any new, changed or
302 discontinued deduction until the pay period commencing fifteen (15) working
303 days or more after such submission.

304 **ARTICLE 7: GRIEVANCE**

305 7.1 **Problem Solving Procedures**

306 Prior to implementation of the Procedures for Grievance, unit members are
307 encouraged to attempt to identify and resolve a problem informally. Both the unit
308 member and the District have the right to a conferee at the problem solving
309 conferences. No reprisals shall be invoked against any unit member for
310 processing a grievance. The parties are encouraged to work together at all stages
311 of the grievance procedure to resolve grievances.

312 7.2 **Grievance Alternative**

313 Unit members with concerns, that do not meet the grievance definition, have the
314 opportunity to bring their concerns to the appropriate District Office administrator
315 and/or the Superintendent after consultation with the site administrator or
316 department supervisor.

317 7.3 **Definitions**

318 7.3.1 **Grievance**

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

324 7.3.2 **Conferee**

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

329 7.3.3 **Working Day**

330 During the school year, a working day is any calendar workday in the
331 basic work year for unit members as defined and determined in
332 Sections 14.8.1 and 14.8.2. During the summer recess, a “working
333 day” is any day on which the administrative office of the District is
334 open for business. These definitions of “working day” apply only to
335 Article 7.

336 7.3.4 **Grievant**

337 A grievant is a unit member, a group of unit members having the same
338 grievance or the Association when filed by the Association President
339 or designee.

340 7.4 **Procedures for Grievance**

341 7.4.1 Except by mutual agreement, failure by the employer at any level to
342 communicate a decision within the specified time limit shall permit the
343 grievant to proceed to the next level.

344 7.4.2 Except by mutual agreement, failure by grievant, at any level, to
345 appeal a grievance to the next higher level within the specified time
346 limit shall be considered acceptance of the grievance at that level.

347 7.4.3 All meetings to process grievances will be conducted in District
348 facilities.

349 7.4.4 If the Level 2 conference with the Superintendent or designee is
350 scheduled by the Superintendent during the instructional day, the
351 grievant and one Association representative will receive time off from
352 instructional duties for the purpose of processing the grievance. The
353 grievant must be present at each conference of each level of the
354 grievance process.

355 7.4.5 All deadlines set forth in Article 7 shall be calculated by excluding the
356 first working day, and including the last.

357 7.4.6 The parties may, by mutual agreement, extend the deadlines set forth
358 in Article 7.

359 7.5 **Level 1 – Immediate Supervisory Administrator**

360 7.5.1 Within ten (10) working days after grievant knew, or by reasonable
361 diligence could have known, of the condition upon which the
362 grievance is based, the grievant may present his/her grievance in
363 writing, on the form attached to this Agreement as Appendix J, to the
364 administrator with immediate administrative responsibilities for the
365 position to which the grievant is assigned. The grievant shall send
366 copies of the grievance to all conferees and the Association, and list all
367 conferees on the grievance.

368 7.5.2 The statement of grievance shall be a clear, concise statement of the
369 circumstances on which the grievance is based, the persons involved,
370 and the remedy sought

371 7.5.3 Either party to the grievance shall have the right to request a meeting
372 and may request a conferee to attend during Level 1.

373 7.5.4 The immediate supervisor shall communicate his/her decision to the
374 unit member in writing within ten (10) working days after receiving
375 the grievance.

376 7.6 **Level 2 – Superintendent or Designee**

377 7.6.1 The grievant may appeal the decision from Level 1 to the
378 Superintendent or designee within ten (10) working days after
379 receiving it and may request a conference between the grievant and the
380 Superintendent or designee. The grievant shall file the Level 1 appeal
381 in the Office of Personnel Services. A copy of the appeal shall be
382 furnished to the Level 1 supervisor and the President of the
383 Association.

384 7.6.2 The conference shall be held and the Superintendent or designee shall
385 communicate his/her decision to the grievant within ten (10) working
386 days of the appeal date.

387 7.6.3 Copies shall be sent to the District-level administrator and the
388 President of the Association. The grievant may bring a conferee to
389 the conference with the Superintendent. An Association representative
390 may also attend the conference with the Superintendent.

391 7.7 **Level 3 – Mediation**

392 7.7.1 If the grievant and/or the Association are not satisfied with the
393 disposition of the grievance, or if no disposition had occurred pursuant
394 to the provisions of Level 2, the Association and the District may
395 agree to refer the grievance to mediation.

396 7.7.2 The Association and District will agree upon a mutually acceptable
397 mediator and may request a mediator from the California State
398 Mediation/Conciliation Service, or any other mutually agreeable
399 recognized dispute resolution center to assist the parties in the
400 resolution of the grievance.

401 7.7.3 If an agreement is reached, the agreement shall be reduced to writing
402 and shall be signed by the grievant, the Association and the District.

403 7.7.4 In the event that the Association and the District have not resolved the
404 grievance with the assistance of the mediator within ten (10) days from
405 the first meeting held by the mediator, either the District or the
406 Association may terminate Level 3 and the grievance may proceed to
407 Level 4.

408 7.8 **Level 4 – Arbitration**

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

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

421 7.8.1 **Functions of the Arbitrator are:**

422 7.8.1.1 To hold a hearing concerning the grievance.

423 7.8.1.2 To render a written decision to the Association and the
424 District within twenty (20) working days after the closing
425 of the hearing.

426 7.8.2 **Selection of the Arbitrator**

427 7.8.2.1 Within ten (10) working days after written notice of
428 submission to arbitration, the Association and the
429 Superintendent will agree on a mutually acceptable
430 arbitrator competent in the area of grievance and will
431 obtain commitment from said arbitrator to serve.

432 7.8.2.2 In case agreement is not reached regarding an arbitrator, the
433 California State Conciliation Service or the American
434 Arbitration Association will be requested to supply an
435 arbitrator list. Thereafter, the arbitrator shall be selected
436 from the list by each party alternately striking a name, until
437 one name remains. The party striking first shall be
438 determined by a flip of the coin.

439 7.8.2.3 The District and the Association will share equally the
440 payment of the services and expenses of the arbitrator.

441 7.8.3 **Powers and Limitations of the Arbitrator:**

442 7.8.3.1 The arbitrator shall consider only those issues that have
443 been properly carried through all prior steps of the
444 Grievance Procedure.

445 7.8.3.2 The arbitrator shall afford District representatives and the
446 Union, a reasonable opportunity to present evidence,
447 witnesses, and arguments.

448 7.8.3.3 The jurisdiction of the arbitrator shall be confined to a
449 determination of the facts and interpretation of the
450 provisions of this Agreement.

451 7.8.3.4 The arbitrator shall have no authority to interpret any state
452 or federal law when the compliance or non-compliance
453 therewith might be involved in the consideration of the
454 grievance or to award punitive damages.

455 7.8.3.5 The arbitrator's decision shall be final and binding, except
456 that awards equal to or greater than \$200,000 shall be
457 advisory decisions to the Board of Trustees.

458 7.9 **Advisory Decision**

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

468 **ARTICLE 8: DISCIPLINE**

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

476 **ARTICLE 9: COMPENSATION**

477 9.1 **2006-2007 Salary Increase**

478 9.1.1 The salary schedule will be increased by 6%, effective April 1, 2007,
479 for the fiscal year 2006-2007. The revised 2006-2007 salary schedule
480 is attached to this Agreement as –Appendix D1, 2006-2007.

481 9.1.2 On a one-time non-precedent setting basis, for the 2006-2007 fiscal
482 year, in addition to the salary schedule increase, the District will
483 provide a lump sum amount to each unit member equal to 1.5% of the
484 unit member’s cell placement (step and column) on the 2006-2007
485 teachers’ salary schedule as of April 1, 2007. The amount of the one-
486 time lump sum payment shall be prorated based on FTE for those
487 working less than full time.

488 9.1.3 The 2006-2007 salary amounts described in this Section shall be paid
489 to all unit members who were in active paid status on April 1, 2007.

490 9.2 **2007-2008 Salary Increase**

491 The 2006-2007 salary schedule will be increased by 3% effective July 1, 2007 for
492 the fiscal year 2007-2008. The revised 2007-2008 salary schedule is attached to
493 this Agreement as Appendix D2, 2007-2008.

494 9.3 **Experience Movement**

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

497 9.4 **Class Change Bonus**

498 Unit members entitled to a change in class shall also receive a lump sum payment
499 of \$100.00.

500 9.5 **Rate for Hourly Work**

501 Effective July 1, 2002, the District will pay for extra duties and responsibilities
502 that are set forth in Appendix E, “Supplemental Pay Activities.” This will include
503 the compensation rate of authorized hourly work shall be calculated as $(.00836) \times$
504 Step 1, Column C of the salary schedule. The rate for hourly work for all of the
505 2006-2007 fiscal year shall be calculated using the 2005-2006 salary schedule.

506 9.6 **Professional Growth**

507 9.6.1 Professional employees are encouraged to pursue a Professional
508 Growth Program composed of (a) graduate study for advanced degrees
509 or (b) a selection of upper division and graduate level courses designed
510 to improve teaching ability, or (c) lower division courses in Math,

511 Science, Computers, and Foreign Language, or courses approved in
512 advance by the Superintendent or Designee. Salary schedule and
513 professional growth movement regulations are delineated in Appendix
514 A of this Agreement.

515 9.6.2 No unit member may move from one class to another on the salary
516 schedule unless course work units are earned at an accredited
517 university or college and the unit member complies with the other
518 provisions contained in the Salary Schedule. The unit member should
519 contact the Personnel Officer if the unit member has any questions
520 regarding whether specific courses qualify for credit toward class
521 movement prior to taking the course. Unit members are encouraged to
522 submit all professional growth units regardless of their placement on
523 the salary schedule.

524 9.7 **Doctorate Stipend**

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

527 9.8 **ELD Compensation**

528 Unit members who have not passed the certification for ELD, or who do not
529 qualify for the first column of the schedule (BA + 30), shall receive 98.35% of the
530 appropriate salary listed on the salary schedule.

531 9.9 **National Board Certification Compensation**

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

534 **ARTICLE 10: FRINGE BENEFITS**

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

537 10.1 **Medical Premiums**

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

545 10.1.1 **District Basic Contribution for Medical Premiums**

546 As required by California Government Code Section 22892, effective
547 January 1, 2006, the District will contribute \$64.60 per month per
548 eligible full-time unit member for an approved CalPERS health plan
549 option. Effective January 1, 2007, the District Basic Contribution will
550 increase to \$80.80, and thereafter will increase as required by law.
551 The amount required by Government Code Section 22892 shall be the
552 District's Basic employee only medical benefits contribution. This
553 basic contribution is required only to the extent that it is mandated by
554 law and only as long as the District participates in the PEMHCA plan.

555 10.1.2 **District Supplemental Benefits Contribution for Medical**
556 **Premiums**

557 10.1.2.1 From January 1, 2007 – December 31, 2007, the District
558 will provide to each eligible full-time unit member a
559 supplemental monthly contribution toward the costs of the
560 medical plans that, when added to the District Basic
561 Contribution in Section 10.1.1, will not exceed \$1121.04
562 per month.

563 10.1.2.2 Notwithstanding the caps listed in Section 10.1.2.3, from
564 January 1, 2008 – October 31, 2008 only, the District will
565 provide each eligible full-time unit member a supplemental
566 monthly contribution toward the cost of the medical plans
567 that when added to the District Basic Contribution in
568 Section 10.1.1 will not exceed \$1255 per month.

569 10.1.2.3 Beginning November 1, 2008, the District will provide to
570 each eligible full-time unit member a supplemental
571 monthly contribution toward the costs of the medical plans
572 that, when added to the District Basic Contribution in

- 573 Section 10.1.1 will not exceed the following monthly
574 amounts:
- 575 10.1.2.3.1 For unit members enrolled in employee only
576 medical benefits plans: \$525.00.
- 577 10.1.2.3.2 For unit members enrolled in two-party
578 medical benefits plans: \$1050.00
- 579 10.1.2.3.3 For unit members enrolled in family medical
580 benefits plans: \$1255.00
- 581 10.1.2.4 If both spouses are unit members, any employee
582 contribution to medical premiums up to the full family cap
583 listed in Section 10.1.2.3 will be paid by the District.
- 584 10.2 **Domestic Partners**
- 585 10.2.1 Domestic partners will be covered by the District’s fringe benefit plans
586 to the extent that the District’s carriers provide such coverage.
- 587 10.2.2 The District will provide health benefits for qualified domestic
588 partners of bargaining unit members to the same extent, and subject to
589 the same terms and conditions, as health benefits are available to
590 dependents of unit members under this Agreement. This coverage is
591 conditioned upon the domestic partner meeting all the criteria of
592 California Family Code Section 297, and upon the unit member
593 presenting the District with proof that a valid declaration of domestic
594 partnership has been filed pursuant to the above Family Code Section
595 or with any local agency registering domestic partnerships.
- 596 10.3 **Dental and Vision Premiums**
- 597 The District will pay the cost of the dental and vision insurance premiums, up to
598 the combined total of the Delta Dental composite rate and the Vision Services
599 composite rate. The District will maintain the benefit specifications that exist as
600 of September 2003.
- 601 10.4 **Part-Time Unit Members**
- 602 The District’s medical, dental, and vision premium contributions for part-time
603 unit members shall be prorated based on the ratio of the time employed compared
604 to a full-time unit member in the same job classification.
- 605 10.5 **Section 125 Plan**
- 606 A Section 125 plan will be implemented and made available to all unit members.

607 10.6 **Purchase Option for Retirees**

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

612 **ARTICLE 11: SUMMER SCHOOL**

613 11.1 **Summer School Notification**

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

616 11.1.1 The District shall notify the Association of the plan to provide
617 Summer School.

618 11.1.2 The Association shall have the opportunity to provide input into the
619 Summer School Program to be offered to meet student needs as
620 determined by the District.

621 11.2 **Organizational and Curriculum Structure**

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

627 11.3 **Summer School Pay Rate**

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

634 11.4 **Summer School Sick Leave**

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

638 11.5 **Staff Selection Criteria**

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

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

650 11.6 **Written Expectations**

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

655 **ARTICLE 12: ASSIGNMENT, TRANSFER, AND FILLING**
656 **OF VACANCIES**

657 12.1 **General Provisions for Assignment and Transfer**

658 12.1.1 Insofar as conditions permit, the District shall make specific school
659 and grade level assignments no later than May 1.

660 12.1.2 In the event that unforeseen circumstances occur which result in an
661 opening subsequent to May 1, the District shall attempt to notify the
662 affected teacher(s) immediately. Written notice will be provided, and
663 the District, to every extent possible, shall follow the appropriate
664 contractual provisions.

665 12.1.3 In the case of bargaining unit members who transfer for any reason,
666 the District shall provide transportation and personnel to move
667 classroom materials to the new school site. In the case of involuntary
668 transfer, in order to inventory, pack, and move teacher property and
669 authorized school property, teachers will be paid at the hourly rate for
670 work authorized to be performed on weekends or non-school days and
671 after the last bell ending the regular school day for all students, up to a
672 maximum of twenty (20) hours. Administratively initiated moves
673 within school sites and to other school sites will be paid by the
674 District.

675 12.1.4 Formalized written channels whereby all personnel may express their
676 interest regarding transfers will be provided.

677 12.2 **Assignment of Unit Members**

678 12.2.1 Unit members shall not be assigned arbitrarily or capriciously.

679 12.2.2 Unit members new to the District shall receive assignment from the
680 Personnel Office. All other unit members will be assigned annually by
681 the site administrator or the appropriate supervisor.

682 12.2.3 A unit member will be assumed to prefer assignments to unit
683 member's current positions at the school site unless that unit member
684 notifies the site administrator of a desire to change assignment. This
685 interest in change of assignment must be submitted by March 1.

686 12.2.4 By March 15 the site administrator shall provide all unit members with
687 their preliminary assignments for the following school year.

688 12.2.5 Unit members requesting reassignment within a school shall be given
689 priority placement into open assignments within that school before
690 outside voluntary transferees are considered. In all instances, for the
691 purposes of selection between two or more unit members with the

692 required credential for a vacant position, all factors being equal, the
693 more senior member will be selected. In the determination of equality
694 between two or more unit members who have requested reassignment,
695 the site staff shall consider: special program needs, the applicant's
696 special training, professional skills, gender, ethnicity, academic
697 preparation, experience, and major/minor fields of study of each unit
698 member.

699 **12.3 Voluntary Transfer Between School Sites**

700 12.3.1 Site administrators shall notify the Personnel Office by March 15 of
701 vacant positions at their school sites remaining after assignments are
702 made. The Personnel Office shall communicate to all certificated unit
703 members a list of known vacant positions for the following school year
704 by March 25 of each school year. A Certificated Request For Transfer
705 Form will be included with this communication. Unit members who
706 seek placement in open positions shall be placed in the following
707 priority order: individuals transferred due to school closure;
708 individuals subject to involuntary transfer; individuals who seek
709 reassignment to open positions in their own school site; and
710 individuals who seek voluntary transfers.

711 12.3.2 Requests for transfer between schools shall be in writing on forms
712 obtained from the Personnel Office. Such requests must be submitted
713 to the Personnel Office by April 1. Forms shall be filled out in
714 triplicate, with copies to the site administrator where the vacancy
715 exists, the teacher initiating the request, and the Personnel Office.
716 These requests shall include the school, the grade and/or subject to
717 which the teacher desires to be assigned. A unit member requesting a
718 transfer shall be notified by the Personnel Office within 10 working
719 days of the request.

720 12.3.3 It shall be the responsibility of the Personnel Office to process all
721 transfer requests. In determining which teacher shall be transferred,
722 the Personnel Office shall give consideration to any special program
723 needs, and the applicant's special training, professional skills, gender,
724 ethnicity, academic preparation, experience in the grade level of
725 vacancy, experience in related fields and length of service in the
726 District.

727 12.3.4 In all instances, for the purposes of selection between two or more unit
728 members, with the required credential for a vacant position, all factors
729 being equal, the District shall select the more senior member. In the
730 determination of equality between two or more unit members who
731 have applied for an open position, the District shall consider: special
732 program needs, the applicant's special training, professional skills,
733 gender, ethnicity, academic preparation, experience, and major/minor

734 fields of study, competencies, past evaluations, and advanced degrees
735 of each unit member.

736 12.3.5 The Personnel Officer shall provide teachers requesting a transfer from
737 one school to another with a written statement regarding the status of
738 their request within two weeks after receipt of the transfer request.
739 Written notice will also be given upon final decision.

740 12.3.6 In those cases where the needs of the District make it necessary to
741 deny the request of the unit member, it shall be the responsibility of
742 the Superintendent or his/her designee to make the reasons for such
743 denial clear to the person requesting transfer.

744 12.3.7 Tenured teacher requests for transfer to another school shall have first
745 consideration over newly employed certificated personnel.

746 12.4 **Involuntary Transfer due to Reduced Enrollment**

747 12.4.1 In those cases where transfer or reassignment is necessary, during the
748 school year, it shall be the District's policy to: (1) give first
749 consideration to voluntary transfers or reassignment, (2) seek such
750 changes through consultation with individuals requested to transfer or
751 be reassigned, (3) provide ample time to make necessary
752 arrangements for such transfer or reassignment, and (4) in the case of
753 involuntary transfer, the site administrator shall first seek volunteers.
754 If no volunteers are found, the site administrator must select the least
755 senior unit member (based on the District's Certificated Seniority
756 List).

757 12.4.2 The Personnel Officer shall provide a unit member transferred under
758 this policy with a listing of current openings in the District and make
759 reasonable effort to find a satisfactory reassignment similar to the one
760 vacated.

761 12.4.3 In no event shall transfer or reassignment of a certificated unit member
762 be initiated, prior to a conference with the unit member being
763 transferred. No information regarding the decision to transfer or
764 reassign shall be publicized prior to a conference with the unit member

765 12.5 **Involuntary Transfers**

766 12.5.1 **Standards for Transfers**

767 Unit members shall not be transferred arbitrarily or capriciously.

- 768 12.5.2 **Site Administrator Initiated Transfer**
- 769 12.5.2.1 The site administrator may request the transfer of a unit
770 member. Such a request shall be initiated with a
771 conference between the unit member and site administrator.
- 772 12.5.2.2 The unit member may be accompanied by a representative.
773 This conference and notification must take place by June 1.
- 774 12.5.2.3 The following criteria must be used in determining a
775 decision to administratively transfer a unit member: (1)
776 warning with documentation of behavior; and (2)
777 intervention(s) with documentation. These steps must be
778 taken prior to notifying a unit member of administrative
779 transfer.
- 780 12.5.2.4 The conference shall be summarized in writing by the site
781 administrator with copies sent to the unit member, the
782 representative, and the Superintendent or designee.
- 783 12.5.2.5 A unit member being considered for an administrative
784 transfer may request a conference with the Superintendent
785 or designee within five (5) working days following the site
786 administrator/unit member conference.
- 787 12.5.2.6 In the event of an egregious act(s) by a unit member, a site
788 administrator may recommend an immediate involuntary
789 transfer. The transfer may be implemented only after
790 review by the Association and District. This review will
791 take place within five (5) working days of the site
792 administrator's recommendation.

- 793 12.5.3 **Superintendent Initiated Transfer**
- 794 The Superintendent or designee may transfer a unit member from one
795 position to another, for which the unit member is qualified, within the
796 District, when the Superintendent concludes that such a transfer is in
797 the best interest of the District. Unit members being transferred may
798 apply for any vacant position.

- 799 12.6 **Assignment and Transfer due to School Closure**
- 800 The Personnel Officer and the site administrator(s) of the school(s) to be closed
801 shall meet with the President of the California Teachers Association of Berryessa
802 and a teacher representative from each school to be closed prior to the end of any
803 school year in which a school(s) is/are to be closed to determine whether special
804 circumstances exist which require the following criteria to be changed. If the
805 parties can agree on the needed changes or additions, those changes shall be
806 implemented for that year only.

807 12.6.1 **Criteria for Transferring Teachers due to School Closure**

808 In reassigning teachers due to school closure, consideration will be
809 given to the following criteria:

810 12.6.1.1 The individual desires of the teacher as indicated on the
811 request for transfer form.

812 12.6.1.2 The teacher’s professional training and skills, ethnicity, and
813 length of service in the District.

814 12.6.1.3 As positions become available in the District, affected
815 teachers will be informed of those positions and will be
816 given first choice. In addition, they will receive priority in
817 terms of placement at schools receiving their students.
818 Efforts will be made to confirm their new assignments for
819 the coming school year prior to the last day of school.

820 12.6.2 **Moving Assistance for Teachers Transferred due to School**
821 **Closure**

822 12.6.2.1 The District shall provide transportation and personnel to
823 move classroom materials to the new school site.

824 12.6.2.2 In order to inventory, pack, and move teacher property and
825 authorized school property, teachers will be paid at the
826 hourly rate for work authorized to be performed on
827 weekends or non-school days and after the last bell ending
828 the regular school day for all students, up to a maximum of
829 twenty (20) hours.

830 **ARTICLE 13: CLASS SIZE**

831 13.1 **Staffing**

832 13.1.1 Staff will be assigned according to the following ratio:

833 13.1.1.1 20.0:1 at K-3 level, as long s the District participates in the
834 State Program for class size reduction;

835 13.1.1.2 30.5:1 at grades 4-5 level; 29.5:1 at the middle school

836 13.1.2 For the purpose of staffing at the beginning of the school year, as soon
837 as the average regular class size in a school exceeds the staffing ratio
838 per school, the principal shall contact the District Office and determine
839 what action can be taken to accommodate the excess of students in the
840 school. The District will take action as soon as practicable, and in no
841 instance later than 20 school days from the beginning of the school
842 year.

843 13.1.3 At the middle school, different strategies may be employed to maintain
844 the 29.5:1 ratio, including allowing existing staff to teach extra
845 sections, up to a maximum of ten (10) sections at each middle school.

846 13.1.3.1 For the purposes of establishing the 29.5:1 ratio at the
847 middle schools, the District shall take the enrollment at a
848 site and divide it by 25.3. For the purpose of this
849 calculation, Special Day Class students will be excluded.

850 13.1.3.2 Teachers who agree to teach an extra period shall receive
851 compensation based on the following formula: base salary
852 x .167/180 = rate per section per day which will not be
853 creditable to the STRS Defined Benefits Plan, but may be
854 credited to the STRS Supplemental Plan. If the period
855 occurs during the periods 1-6, teachers shall be required to
856 extend their school day by one period. Teachers electing
857 this option shall conform to Article 14.3.

858 13.1.3.3 The site administrator and school staff will determine
859 variations in class size according to program needs.

860 13.1.3.4 Special Education staff shall not be included in determining
861 student ratio.

862 13.2 **Overload Procedures**

863 When the individual classroom enrollment in grades K-5 exceed 33 students (34
864 students when the school has created a resource teacher position out of the
865 teacher/student ratio), the site administrator shall: (1) reorganize classes in a
866 manner so as to reasonably balance class size, or (2) if reorganization is

867 impractical, contact the District office to determine what action can be taken to
868 accommodate the excess number of students in the class(es).

869 13.3 **Overload Plan**

870 The plan, according to 13.2 above, shall be communicated to involved staff by the
871 site administrator within five (5) working days of the assignment of a student who
872 creates the overload. The implementation of the plan shall be completed within
873 twenty (20) working days. When resource specialist case loads exceed twenty-
874 eight (28) students, the District shall: (1) reorganize in a manner so as to
875 reasonably balance case loads; or (2) if reorganization is impractical, the
876 Association and the District will meet to determine what action can be taken to
877 accommodate the excess case load.

878 13.4 **Provisions for Special Education Teachers**

879 13.4.1 The District will follow the class size limits for Resource Specialist as
880 set forth in Education Code 56362 (28 to 1); and for 3-5 year-olds in
881 Education Code 56441.5 adult to child ratio (5 to 1).

882 13.4.2 The District will follow the caseload limits for Special Services in
883 Education Code 56363.3 (55 to 1), and for 3-5 year-olds in Education
884 Code 56441.7 (40 to 1).

885 13.4.3 During the term of this Agreement, the Assistant Superintendent for
886 Personnel and the President of CTAB will meet on a regular basis to
887 discuss solutions to the special education personnel workload problem,
888 including but not limited to: effective use of technology for reports
889 and record keeping; elimination of redundant chores and duplicative
890 duties; and reassessment and possible reallocation of duties and
891 responsibilities.

892 **ARTICLE 14: HOURS, RESPONSIBILITIES, WORK**
893 **YEAR**

894 14.1 **Work Day and Responsibilities**

895 14.1.1 Unit members shall be at their respective work sites at least one-half
896 (1/2) hour prior to their first scheduled class of the student day. The
897 school day for students is set forth in Section 14.10. The regular
898 student contact day for a classroom teacher will be a minimum of:

899 14.1.1.1 280 minutes K-3

900 14.1.1.2 300 minutes 4-5

901 14.1.1.3 260 minutes 6-8

902 14.1.2 In addition, unit members are responsible for the following:

903 14.1.2.1 Implementing the classroom instructional program with
904 students.

905 14.1.2.2 Planning for the implementation of the classroom
906 instructional program.

907 14.1.2.3 Planning and implementing extracurricular activities for
908 students.

909 14.1.2.4 Supervising the conduct and providing for the safety of
910 children using the playground or building, including yard
911 duty.

912 14.1.2.5 Reporting to parents and students on student progress.

913 14.1.2.6 Participating in groups and activities that include District
914 parents and staff working jointly for the improvement of
915 the educational program.

916 14.1.2.7 Participating in Back-to-School and Open House.

917 14.1. 2.8 Fulfilling other assigned activities when provided released
918 time from normal instructional activities, and

919 14.1.2.9 Adjunct duties as defined in Section 14.2 below.

920 14.2 **Adjunct Duties**

921 14.2.1 Adjunct duties are part of a unit member's required responsibilities,
922 are divided into District and Site requirements, and are not
923 compensated with additional pay.

924 14.2.2 Required District-wide adjunct duties include, but are not limited to,
925 department leadership, site council membership, and leadership team.

926 14.2.3 Required Site adjunct duties will consist of those duties that are
927 decided by the staff in collaboration with the site administrator.

928 14.2.4 The leadership team at each site in collaboration with the site
929 administrator will annually determine the fair and equitable
930 distribution of adjunct duties.

931 14.3 **Lunch Period**

932 All unit members shall be entitled to a minimum duty-free lunch period of thirty
933 (30) minutes.

934 14.4 **Preparation Periods**

935 14.4.1 The middle school schedule shall include:

936 14.4.1.1 A 6-period day schedule including 5 instructional periods
937 and 1 period set aside exclusively for teacher preparation
938 and planning.

939 14.4.1.2 In addition to (1) above, 1 homeroom/advisory period shall
940 be included in the Middle School schedules.

941 14.4.2 K-8 teachers will be provided preparation at least once each month
942 when students are released early. This time will be reserved
943 exclusively for teacher preparation. Other early released days will be
944 utilized for grade level/department meetings, staff development, and
945 faculty meetings.

946 14.4.3 In addition, teachers in grades 4-5 will be provided two 50-minute
947 preparation periods during each full week of instruction. Grade 4-5
948 teachers will be encouraged by the parties to develop a core
949 curriculum approach to further reduce the requirement for multiple
950 subject preparation.

951 14.5 **Schedule Development**

952 14.5.1 Each site staff in collaboration with the site administrator shall:

953 14.5.1.1 Develop a daily and weekly schedule (with or without
954 staggered sessions as defined in District Policy) that
955 provides for the required minutes of instruction exclusive
956 of recesses (except kindergarten and pre-school, where all
957 minutes are included as instructional minutes) and lunch
958 time.

959 14.5.1.2 Establish the frequency and length of staff meetings, and
960 establish the guidelines for development of the agenda.
961 However, the site administrator may call special school
962 level staff meetings in an emergency (see Appendix C).

963 14.5.1.3 Develop and implement a process to place students
964 equitably at each grade level based upon their unique
965 needs.

966 14.5.1.4 Establish a break/yard duty schedule that is equitable and
967 promotes staff wellness.

968 14.6 **Voluntary Activities**

969 Participation in the activities listed in 14.1 (items “1” through “6”) scheduled for
970 Saturday or Sunday, or later than 5:00 p.m. on Friday, shall be voluntary. In
971 addition, all the duties listed in Appendix E, (“Supplemental Pay Activities”) are
972 voluntary. If no unit members volunteer, then the duty may be assigned by the
973 site administrator. Performance of these extra duties will not be considered in the
974 equitable allocation of the adjunct duties.

975 14.7 **Work Year**

976 14.7.1 The basic work year shall be 184 days for new unit members and 183
977 for returning unit members, with the following exceptions:

978 14.7.1.1 Psychologist 194

979 14.7.1.2 Program Specialist 194

980 14.7.1.3 Counselor 194

981 14.7.1.4 Librarian 194

982 14.7.1.5 Nurse 196

983 14.7.2 Any increase in the length of the year shall result in an increase of one
984 current salary per diem for each day of increase. Any reduction in the
985 work year shall result in a salary reduction of one per diem for each
986 day of reduction.

987 14.7.3 If program needs arise, unit members can request increased days in
988 their work year on an as needed basis.

989 14.7.4 Psychologist, Program Specialist, Counselor, Nurse and Librarian
990 workdays will be scheduled by the site administrator in collaboration
991 with the individual before the school year begins.

992 14.7.5 For the Resource Specialist, the District will budget a pool of extra
993 paid days that the Resource Specialists may utilize for additional job
994 requirements or projects. Individual requests for such days must be
995 pre-approved by the site administrator and the Director of Special
996 Education. The additional days will be paid at the per diem rate and
997 scheduled in collaboration between the site administrator and Resource
998 Specialist.

999 14.8 **Work Year and Schedule**

1000 14.8.1 The basic work year for unit members shall consist of 183 work days
1001 and 180 instructional days.

1002 14.8.2 **Development of Work Calendar**

1003 Each year the parties will negotiate the work calendar for unit
1004 members. Prior to the onset of negotiations, and no later than the end
1005 of February, a draft of the work calendar will be submitted to the
1006 parties by a committee consisting of two members selected by the
1007 Association and two by the District.

1008 14.9 **Parent Conferencing**

1009 14.9.1 Parent conferencing on student progress shall be scheduled and
1010 performed before or after the regular school day during a three-week
1011 period designated by the site staff in collaboration with the site
1012 administrator in each of the first and second trimesters or quarters
1013 unless the staff and the site administrator at the school site agree to
1014 schedule parent conferences on ten (10) minimum days (5 days in the
1015 fall and 5 days in the spring to be agreed upon prior to the end of
1016 school in the previous year) and adjust the remaining school days
1017 sufficient instructional minutes to meet the minimum annual
1018 instructional minute standard for students.

1019 14.9.2 Each teacher shall submit the schedule of parent conferences to be
1020 held at the school site in writing to the teacher's principal prior to the
1021 start of each conference period. Teachers shall provide all parents
1022 with an opportunity to schedule a conference. Parent conferences shall
1023 be scheduled where special needs and concerns are present.

1024 14.9.3 The District will provide teachers in grades 4 through 5 with release
1025 time for two (2) additional parent conferencing days, one in the fall,
1026 and one in the spring. The school site administrator will schedule
1027 these days in order to ensure the employment of substitute teachers.

1028 14.10 **Instructional Minutes Per Day and Year**

1029 14.10.1 The school day for students shall provide for the following:

- 1030 14.10.1.1 **Kindergarten:**
- 1031 An average of 240 minutes of instruction daily, inclusive of
1032 20 minutes of recess, and a minimum of an annual total of
1033 360 additional minutes of contingencies. The students’
1034 instructional day shall be no less than 180 minutes.
- 1035 14.10.1.2 **Grades 1, 2, 3**
- 1036 An average of 280 minutes of instruction daily, and a
1037 minimum of an annual total of 504 additional minutes for
1038 contingencies. The students’ instructional day shall be no
1039 less than 240 minutes.
- 1040 14.10.1.3 **Grades 4 & 5 and Alternative 6,7,8**
- 1041 An average of 300 minutes of instruction daily, and a
1042 minimum of an additional 504 minutes annually for
1043 contingencies. The students’ instructional day shall be no
1044 less than 240 minutes.
- 1045 14.10.1.4 **Middle School: Grades 6,7,8**
- 1046 An average of 310 minutes of instruction daily, exclusive
1047 of passing time. The students’ instructional day shall be no
1048 less than 240 minutes.
- 1049 14.10.2 The Superintendent may authorize minimum school days as defined in
1050 the California Education Code for parent-teacher conferences, in-
1051 service education and special events. If minimum school days are
1052 authorized, students shall be provided at least the same number of
1053 annual instructional minutes specified in this policy.
- 1054 14.11 **Substitute Services – Middle School Level**
- 1055 Certificated unit members at the middle school who serve as substitutes shall be
1056 compensated at the hourly rate for each period that they serve as a substitute.
- 1057 14.12 **Additional Assignments**
- 1058 Summer School assignments, temporary administrative assignments, and special
1059 summer projects (such as curriculum development, etc.) shall not fall under the
1060 provisions of this Article.

1061 **ARTICLE 15: EVALUATION**

1062 15.1 **Evaluation Procedures**

1063 15.1.1 **Evaluation Criteria**

1064 15.1.1.1 The District shall evaluate and assess certificated unit
1065 members' performance as it reasonably relates to:

1066 15.1.1.1.1 The progress of students toward the
1067 District's content standards, and if
1068 applicable, the state adopted academic
1069 content standards as measured by state
1070 adopted criterion referenced assessments;

1071 15.1.1.1.2 The instructional techniques and strategies
1072 used by the unit member;

1073 15.1.1.1.3 The unit members' adherence to the
1074 District's curriculum;

1075 15.1.1.1.4 The establishment and maintenance of the
1076 learning environment;

1077 15.1.1.1.5 The unit member's ability to communicate
1078 effectively;

1079 15.1.1.1.6 The fulfillment of professional
1080 responsibilities.

1081 15.1.1.2 For non-instructional unit members, or for unit members
1082 without a case load, the District shall evaluate and assess
1083 their performance as it reasonably relates to the fulfillment
1084 of the job responsibilities as set forth in the appropriate job
1085 descriptions.

1086 15.1.1.3 The California Standards for the Teaching Profession shall
1087 be utilized to evaluate teachers on criteria (2) through (5)
1088 listed above.

1089 15.1.2 **Observation Procedures for Temporary and Probationary**
1090 **Teachers**

1091 15.1.2.1 The formal classroom observation must be completed with
1092 the accompanying observation form to follow within five
1093 working days. This observation must be a minimum of
1094 twenty (20) minutes in length and a maximum of forty-five
1095 (45) minutes. Observations of middle school members may
1096 last the length of a standard instructional period. The

1097 observation may be for a longer period of time if mutually
1098 agreed to by the evaluatee and the evaluator.

1099 15.1.2.2 Each evaluator must conduct at least two formal
1100 observations for temporary and probationary employees.

1101 15.1.2.3 Formal observations will be reduced to writing and made
1102 available to the evaluatee within five (5) working days of
1103 their occurrence. Either the evaluator or the evaluatee may
1104 request a post-observation conference

1105 15.1.3 **Evaluation as a Continuous Process**

1106 Data will be collected and shared regarding performance on a
1107 continuous basis. If a deficiency is noted in an evaluation, a
1108 conference must be held with the evaluatee to review possible
1109 recommendations for improvement.

1110 15.1.4 **Evaluators for Itinerant and Non-Classroom Employees**

1111 15.1.4.1 For itinerant teachers with a caseload who are assigned to
1112 more than one site, the Superintendent or designee shall
1113 assign the evaluator. In most instances the evaluator shall
1114 be one of the itinerant teacher's site administrators. The
1115 evaluator shall coordinate the input from the other site
1116 administrators to whom the teacher is assigned. The
1117 evaluator is responsible for meeting with the evaluatee for
1118 planning purposes, for convening all evaluation
1119 conferences, and for completing and signing the evaluation
1120 forms.

1121 15.1.4.2 For non-classroom teachers who do not have a regular
1122 caseload (e.g., nurses, counselors, psychologists, program
1123 specialists), the Superintendent or designee shall assign the
1124 evaluator who shall be responsible for the evaluation,
1125 including meeting with the evaluatee for planning purposes,
1126 for convening all evaluation conferences, for completing
1127 and signing all evaluation forms, and for obtaining input
1128 from all the appropriate administrators to whom the
1129 employee is assigned.

1130 15.2 **General Evaluation Guidelines**

1131 15.2.1 Permanent certificated employees shall be evaluated at least every
1132 other year. Temporary and probationary employees and permanent
1133 employees who are on an Assistance Plan shall be evaluated every
1134 year.

1135 15.2.2 Two styles of evaluation are provided for in the Certificated
1136 Employees Evaluation System. In the third year of permanency a
1137 teacher may choose the Self-Evaluation Option if: (1) mutually
1138 agreed to by the site administrator; (2) the employee received “Meets
1139 or Exceeds Performance Expectations” on his/her prior evaluation; and
1140 (3) the employee has been in the District for 5 years. For example,
1141 the following represents the self-evaluation cycle of a unit member
1142 with permanent status:

1143 15.2.2.1 1st year of permanency: Evaluation Procedures

1144 15.2.2.2 2nd year of permanency: No Evaluation

1145 15.2.2.3 3rd year of permanency: Self-Evaluation Option or
1146 Evaluation Procedures

1147 15.2.2.4 4th year of permanency: No Evaluation

1148 15.2.2.5 5th year of permanency: Evaluation Procedures (same as
1149 first year of permanency)

1150 15.2.3 The evaluator and evaluatee shall sign all forms. Such signature does
1151 not constitute agreement with the judgments of the evaluator, but only
1152 that the evaluatee has read the evaluation document and received a
1153 copy.

1154 15.2.4 Forms used at all stages of the Evaluation process must be mutually
1155 agreed upon by the District and the Association. The evaluation
1156 timelines, the District evaluation goals and indicators, and all the
1157 evaluation forms shall constitute the Certificated Employee Evaluation
1158 System, which is contained in Appendix F and incorporated into this
1159 Agreement.

1160 15.2.5 Evaluatees shall have the right to attach written comments to any
1161 evaluation documents.

1162 15.3 **Evaluation of Certificated Staff Assigned or Reassigned After the Beginning**
1163 **of the School Year**

1164 Whenever a certificated staff member is assigned to a position after October 15
1165 and before March 1, or is reassigned during that period, it will be the
1166 responsibility of the evaluator and the evaluatee to conduct a Planning Conference
1167 and complete a Planning Conference Report form. It is suggested that the
1168 constraints be noted regarding the remaining portion of the school year, the
1169 unique characteristics of the assignment, and other factors that affect the
1170 evaluation. The Evaluator will consider these constraints and all other conditions
1171 when writing the Observations and Evaluation reports.

1172 15.4 **Problem Solving Procedures**

1173 15.4.1 If the evaluator and employee have an unresolved disagreement over
1174 the evaluation procedures, the employee may elect to implement the
1175 following Problem Solving Procedure:

1176 15.4.1.1 Within five days of the request, the evaluator, the
1177 employee, and a person of each party's choice shall meet to
1178 discuss the problem.

1179 15.4.1.2 If the disagreement cannot be resolved, written summary
1180 reports will be submitted to the Superintendent by the
1181 evaluator and the employee within five days.

1182 15.4.2 The District's established grievance procedures may be utilized for
1183 processing disputes that may arise over the evaluation procedure, but
1184 shall not be used to challenge the subjective judgments of the
1185 evaluator.

1186 15.5 **Assistance Plan and Participation in the Peer Assistance Program**

1187 15.5.1 An Assistance Plan is required for any employee who receives a "Does
1188 Not Meet Performance Expectations" on an evaluation. The evaluator
1189 shall confer with the employee and make specific recommendations as
1190 to areas of improvement in the employee's performance and endeavor
1191 to assist the employee in such performance. By September 15 of the
1192 contractual year's beginning, these recommendations must be reduced
1193 to writing, and together with a timeline will constitute the Assistance
1194 Plan. Any employee on an Assistance Plan must annually participate
1195 in the evaluation process until the employee receives a positive
1196 evaluation.

1197 15.5.2 An employee with permanent status whose most recent performance
1198 evaluation contains an overall "Does Not Meet Performance
1199 Expectations" in the areas of subject matter knowledge, teaching
1200 strategies, or teaching methods and instruction, must participate in the
1201 Peer Assistance Program, attached as Appendix I, until the employee
1202 receives a positive evaluation or the District determines that further
1203 participation is no longer warranted.

1204 15.6 **Employee Files**

1205 15.6.1 Copies of an employee's Summary Certificated Personnel Evaluation
1206 Report shall be filed only in the District Personnel Office and the
1207 evaluator's office. These files are open for inspection by the employee
1208 and/or a designated representative having the employee's written
1209 authorization.

- 1210 15.6.2 Information of a derogatory nature shall not be entered or filed unless
1211 or until the employee is given notice and an opportunity to review, to
1212 comment, and sign an acknowledging receipt.
- 1213 15.6.3 An employee shall have the right to attach written comments to any
1214 derogatory statement. An employee may review the file during normal
1215 Personnel Office hours.
- 1216 15.6.4 If such derogatory information is placed in the employee's personnel
1217 file in the District Personnel Office, the employee shall have the
1218 opportunity to review and respond to the information within a
1219 reasonable amount of time during normal Personnel office hours.
- 1220 15.6.5 Employee's files are confidential. Governing Board members may
1221 only review an employee's file at a duly constituted personnel session
1222 of the Governing Board.
- 1223 15.7 **Forms for Noninstructional Personnel**
- 1224 During the 2005-2006 school year, the negotiating parties will form a joint
1225 committee, comprised of three appointees each, to draft the forms for the non-
1226 instructional personnel referenced in Sections 15.1.1 and 15.1.4.2. The
1227 Committee members will be appointed by June 15, 2005, and the District will be
1228 responsible for establishing the date and location of the first meeting. The
1229 Committee members will select the Chair. The forms developed by the
1230 Committee will be submitted to the parties by August 15, 2005.

1231 **ARTICLE 16: LEAVE PROVISIONS**

1232 16.1 **Sick Leave**

1233 16.1.1 Certificated unit members shall be granted sick leave at the rate of one
1234 day for each month of employment, but not to exceed twelve (12) days
1235 per year. This sick leave shall be cumulative without a limit. Sick
1236 leave is not cumulative month by month, but each year leave shall
1237 accrue and be available as of the first workday of that particular year.

1238 16.1.2 Certificated unit members who teach a full session of Summer School
1239 shall accrue one additional day of previously accrued sick leave. Sick
1240 leave benefits may not be utilized by teachers assigned to Summer
1241 School.

1242 16.1.3 Certificated unit members working on an extended year basis shall
1243 accrue sick leave annually on the following basis:

1244 16.1.3.1 Basic Work Year 10 days of sick leave

1245 16.1.3.2 188-215 Work Days 11 days of sick leave

1246 16.1.3.3 Over 215 Work Days 12 days of sick leave

1247 16.1.4 Full-time certificated unit members working less than the basic work
1248 year shall accrue sick leave on the basis of one day of sick leave for
1249 each eighteen (18) days of employment.

1250 16.1.5 In the event of illness/disability, the unit member shall utilize sick
1251 leave in the following order:

1252 16.1.5.1 Use balance of current year's sick leave.

1253 16.1.5.2 Use other accumulated sick leave.

1254 16.1.5.3 And, during each school year, when a unit member has
1255 exhausted all available sick leave, including all
1256 accumulated sick leave, and continues to be absent from
1257 duties on account of illness or accident for an additional
1258 period of five (5) school months, the amount paid to unit
1259 members during the additional five months in which the
1260 absence occurs shall be the difference between the unit
1261 member's per diem and the substitute pay or 50% of the per
1262 diem, whichever is greater.

1263 16.1.5.4 The District may require a unit member to provide a
1264 medical certification from a physician verifying the illness
1265 or disability, which resulted in the absence. Failure by the
1266 unit member to provide such written medical certification

- 1267 shall result in loss of the 50% per diem pay. The unit
1268 member's health and welfare program shall remain in effect
1269 during this period of disability.
- 1270 16.1.5.5 The sick leave, including accumulated sick leave, and the
1271 five-month period shall run consecutively. A unit member
1272 shall not be provided more than one five-month period per
1273 illness or accident. But if a school year terminates before
1274 the five-month period is exhausted, the unit member may
1275 take the balance of the five-month period in the subsequent
1276 school year.
- 1277 16.1.6 Except for Number 3 above, by the fifth (5) consecutive work day of
1278 absence due to illness/disability, the unit member may be required to
1279 provide to the Personnel Officer, a written statement from a physician
1280 certifying the nature of the illness/disability. The physician's
1281 statement shall be specific as to the health condition and as to the
1282 disabling effects of the health condition. At reasonable intervals
1283 thereafter, the District may require from the unit member additional
1284 written statements by a physician certifying to the continuing nature of
1285 the disability.
- 1286 16.1.7 In the event of a scheduled disability (surgery, childbirth, etc.), the unit
1287 member shall notify the Personnel Officer in writing of the anticipated
1288 absence. Such notification shall include the anticipated beginning date
1289 of leave, and the anticipated date of return to duty. Whenever
1290 possible, such notification shall be provided at least twenty (20)
1291 working days prior to the scheduled disability.
- 1292 16.2 **Sick Leave for Personal Necessity (PNS)**
- 1293 16.2.1 Up to seven (7) days of leave granted annually to certificated unit
1294 members for personal illness may be used by the unit member for
1295 reasons of personal necessity.
- 1296 16.2.2 Business of an emergency or urgent nature constitutes personal
1297 necessity.
- 1298 16.2.3 Seven (7) days represents the maximum allowable number of days
1299 available in any school year for personal necessity leave. Personal
1300 necessity days may not be carried over from one year to the next.
- 1301 16.2.4 Absences from duty related to unit member organizational concerns or
1302 work stoppage shall not be charged to personal necessity or sick leave.
- 1303 16.2.5 It shall continue to be the responsibility of the unit member to provide
1304 a substitute through notification by way of the Substitute Employee
1305 Management System (SEMS).

1306 16.3 **Death of Member of Immediate Family**

1307 16.3.1 Each unit member is entitled to a leave of absence, not to exceed five
1308 (5) days on account of the death of any member of his/her immediate
1309 family. Immediate family, as used in this policy, means the mother,
1310 father, grandmother, grandfather, or a grandchild of the unit member
1311 or of the spouse of the unit member, and the spouse, son, son-in-law,
1312 daughter, daughter-in-law, brother or sister of the unit member,
1313 domestic partner, or any relative living in the immediate household of
1314 the unit member. Such days need not be taken in consecutive order.

1315 16.3.2 Any absence for a death within the immediate family of a unit member
1316 shall be charged against this policy. Additional bereavement leave
1317 may be allowed under Article 16.2 (PNS).

1318 16.4 **Legal Commitments and Transactions**

1319 Leaves of absence to serve on a jury or to appear as a witness in court other than
1320 as a litigant shall be granted with no loss in pay provided the unit member
1321 endorses the fee received, exclusive of mileage allowance, to the District.

1322 16.5 **Sabbatical Leave**

1323 16.5.1 Upon recommendation of the Superintendent, the Board of Trustees
1324 may grant Sabbatical Leave to certificated personnel for purposes of
1325 professional study, travel, or a combination of study and travel. The
1326 granting of leave is subject to the following conditions:

1327 16.5.1.1 The Sabbatical leave applicant must have served at least
1328 seven (7) consecutive years as a full-time certificated unit
1329 member of the District and not have reached his/her 61st
1330 birthday.

1331 16.5.1.2 Sabbatical leaves, when granted, shall be for the purposes
1332 of full-time graduate study or research, or extensive travel.
1333 Such study, research, or travel must be related to the unit
1334 member's work assignment and improve the teaching skills
1335 and/or knowledge of the unit member.

1336 16.5.1.3 Application for Sabbatical leave must be made to the Board
1337 of Trustees through the Superintendent and the Personnel
1338 Department on the District Sabbatical leave application
1339 form. Application must be made prior to December 31 of
1340 the school year preceding the one for which the leave is
1341 requested.

1342 16.5.1.4 The number of persons allowed sabbatical leave during any
1343 given school year shall not exceed one per 100 certificated
1344 unit members.

- 1345 16.5.2 All requests for Sabbatical leave shall be reviewed by a Sabbatical
1346 Leave Committee. This committee shall be composed of:
- 1347 16.5.2.1 Personnel Officer (Chairperson);
- 1348 16.5.2.2 Two building level administrators appointed by the
1349 Superintendent;
- 1350 16.5.2.3 Four non-administrative certificated unit members elected
1351 by the teaching staff;
- 1352 16.5.3 Eligible certificated unit members will indicate their interest in serving
1353 on the Sabbatical Leave Committee by filing their names with the
1354 Association. The Association will then conduct a District-wide secret
1355 ballot. The four (4) candidates with the most votes shall serve on the
1356 Sabbatical Leave Committee. Their term shall be for three (3) years
1357 with the balloting taking place by June 1.
- 1358 16.5.4 The committee shall evaluate applicants and recommend either
1359 “Consideration warranted” or “not recommended for this year.” The
1360 evaluation shall be completed by February 1.
- 1361 16.5.5 The period of the Sabbatical leave shall be for one-half school year or
1362 one school year. Compensation shall be one-half the salary the unit
1363 member would have received had he/she remained in the service of the
1364 District for their period of the leave.
- 1365 16.5.6 Unit members applying for Sabbatical leave will sign an agreement to
1366 return to service in the District for not less than two years upon
1367 completion of the leave, or to restore to the District all salary payment
1368 received while on leave.
- 1369 16.5.7 Sabbatical leave shall be counted as a year of experience on the salary
1370 schedule, and the unit member shall be entitled to return to the same
1371 type of position as held when the leave was granted.
- 1372 16.5.8 Should injury or illness prevent a unit member from completing a
1373 Sabbatical leave, the Sabbatical leave will be terminated and all
1374 provisions for sick leave will apply. If death prevents the unit member
1375 from fulfilling his agreement to return to service in the District, no
1376 repayment of salary will be required of his/her estate.
- 1377 16.5.9 Each unit member who has been on Sabbatical leave shall file with the
1378 Sabbatical Leave Committee a detailed written report not later than
1379 sixty (60) days after return to active duty. The unit member should not
1380 be considered as having completed the requirements of a Sabbatical
1381 leave until such report has been filed with the Sabbatical Leave
1382 Committee.

1383 16.6 **Educational Improvement Leave**

1384 Upon recommendation of the Superintendent, the Board of Trustees may grant a
1385 leave for educational improvement to unit members for purposes of study subject
1386 to the following conditions:

1387 16.6.1 The unit member must have served three consecutive years as a full-
1388 time unit member of the District. Requests for the waiver of the three
1389 years requirement will be considered by the Superintendent only under
1390 the most exceptional circumstances.

1391 16.6.2 The application for an educational improvement leave must indicate a
1392 significant educational program to be undertaken or define a very
1393 unique or significant education opportunity.

1394 16.6.3 Application for educational improvement leave shall be made to the
1395 Board of Trustees through the Personnel Department and the
1396 Superintendent on the District application form. Application must be
1397 submitted to the Personnel Department prior to March 31 of the school
1398 year preceding the one for which the leave is requested.

1399 16.6.4 The number of persons allowed educational improvement leave during
1400 ay given school year shall not exceed two per one hundred certificated
1401 unit members.

1402 16.6.5 The period of educational improvement leave shall be one school year
1403 and there shall be no compensation. An extension of the leave for a
1404 second year will be approved only under the most unique
1405 circumstances.

1406 16.6.6 Unit members on an educational improvement leave shall be eligible
1407 for participation in the basic health and welfare program, which is
1408 available to all full-time unit members. Unit members who indicate a
1409 desire to be covered by the health and welfare programs will sign an
1410 agreement to return to the District for not less than one year upon
1411 completion of the leave or to restore to the District all health and
1412 welfare benefit money received while on leave.

1413 16.6.7 A unit member returning from educational improvement leave shall
1414 file, with the Superintendent, a detailed report giving evidence that the
1415 program of study has been carried out.

1416 16.6.8 The Personnel Department shall attempt to assign certificated unit
1417 members returning from educational improvement leave to a position
1418 similar to the one held prior to the leave.

1419 16.6.9 Under the conditions of this leave, the unit member must sign an
1420 agreement that the Personnel Department will be notified in writing no
1421 later than April 1 of their intention to return. If the Personnel

1422 Department is not notified as herein provided, the unit member shall
1423 be considered to be not returning.

1424 16.7 **Military**

1425 16.7.1 Every certificated unit member who enters the military of the United
1426 States of American is entitled to a military leave. Such absence does
1427 not affect classification and does not constitute a “break in service.”
1428 However, this absence does not count as part of the probationary
1429 period required as a condition precedent to classification as a
1430 permanent unit member.

1431 16.7.2 Within six months after a unit member honorably leaves the service,
1432 he/she is entitled to his/her former position at a salary he/she would
1433 have received had he/she not been on military leave. Certificated unit
1434 members ordered into military service are entitled to one month pay
1435 from the School District if one year of service has been rendered in the
1436 District. Members of the National Guard are entitled to leave without
1437 regard to the length of their public service (Education Code 44800).

1438 16.8 **Child Rearing**

1439 The Board of Trustees may grant child rearing leave to certificated personnel.
1440 The granting of such leave is subject to the following conditions:

1441 16.8.1 A leave for the purpose of child rearing may be granted when unusual
1442 circumstances exist.

1443 16.8.2 Application for a child rearing leave must be made to the Board of
1444 Trustees through the Personnel Department.

1445 16.8.3 A child rearing leave may be granted for the duration of a school year.
1446 If the leave is to commence after March 1 of the current school year,
1447 the Superintendent may grant an extension through the subsequent
1448 school year upon request by the applicant.

1449 16.8.4 Except under unusual circumstances, a certificated unit member may
1450 be granted only one child rearing leave during his/her employment
1451 with Berryessa Union School District.

1452 16.8.5 The Personnel Department shall attempt to assign certificated unit
1453 members returning from a child rearing leave to a position similar to
1454 the one held prior to leave.

1455 16.8.6 The unit member shall receive no salary or fringe benefits while on
1456 leave, other than those benefits he/she chooses to continue at personal
1457 expense.

1458 16.9 **Catastrophic Illness Benefit**

1459 On a case-by-case basis and with mutual agreement of the Association and the
1460 District,, any bargaining unit member may donate accumulated and unused
1461 eligible leave credits to another bargaining unit member when that bargaining unit
1462 member or a member of his/her family suffers from a catastrophic illness or
1463 injury.

1464 16.9.1 **Definition**

1465 16.9.1.1 Catastrophic illness or injury means an illness or injury that
1466 is expected to incapacitate a member of the bargaining unit
1467 for an extended period of time, or that incapacitates a unit
1468 member’s family, and that incapacity requires the
1469 bargaining unit member to take time off from work for an
1470 extended period of time to care for that family member, and
1471 taking extended time off from work creates a financial
1472 hardship for the bargaining unit member because all of
1473 his/her sick leave and other paid time off has been
1474 exhausted.

1475 16.9.1.2 Eligible leave credits means sick leave accrued to the
1476 donating bargaining unit member.

1477 16.9.1.3 Family members shall be as defined in this Article for
1478 bereavement

1479 16.9.2 **Eligibility**

1480 16.9.2.1 Eligible leave credits may be donated to a bargaining unit
1481 member for a catastrophic illness or injury if all of the
1482 following requirements are met:

1483 16.9.2.1.1 The bargaining unit member who is, or
1484 whose family member is suffering from a
1485 catastrophic illness or injury requires that
1486 eligible leave credits be donated and
1487 provides verification of catastrophic injury
1488 or illness as required by the District.

1489 16.9.2.1.2 The District determines that the bargaining
1490 unit member is unable to work due to the
1491 bargaining unit member’s, or his or her
1492 family member’s, catastrophic illness or
1493 injury.

1494 16.9.2.1.3 The unit member requesting donations of
1495 sick leave has exhausted all accrued paid
1496 leave credits, including differential leave.

- 1497 16.9.3 **Procedure**
- 1498 16.9.3.1 A unit member who wishes to receive the catastrophic
1499 illness benefit must request in writing to the Association
1500 and District that sick leave donations be solicited on his or
1501 her behalf. The request must be accompanied by a
1502 verification of the catastrophic injury or illness.
- 1503 16.9.3.2 Donations will be solicited by a joint announcement of the
1504 Association and District on behalf of a specifically named
1505 individual who meets the requirements for this benefit.
- 1506 Sick leave may be donated in one hour increments.
- 1507 16.9.3.3 The maximum amount of time that donated leave credits
1508 may be used by the recipient bargaining unit member shall
1509 not exceed twelve (12) consecutive months.
- 1510 16.9.3.4 All transfers of eligible leave credits shall be irrevocable.
1511 However, if the leave is not used within twelve (12) months
1512 of donation, it will revert to the donor.
- 1513 16.9.3.5 A bargaining unit member who received paid leave
1514 pursuant to this section shall use any leave credits that
1515 he/she continues to accrue on a monthly basis prior to
1516 receiving paid leave pursuant to this catastrophic illness
1517 benefit.
- 1518 16.9.3.6 Donated leave credits shall be used in the order donations
1519 are received. However, one day of leave will be used from
1520 each donor before a second day is utilized from any other
1521 donor. This sequential process will be repeated for all
1522 donation rounds thereafter.
- 1523 16.9.3.7 Donated eligible credits shall be utilized on a one to one
1524 ration (1:1). The recipient shall be paid at his/her rate of
1525 pay.
- 1526 16.9.3.8 The District may adopt rules and regulations for the
1527 administration of this benefit as long as the regulations do
1528 not conflict with the specific provisions of the collective
1529 bargaining agreement. Such rules and regulations will be
1530 submitted to the Association for review prior to
1531 implementation.

- 1532 16.10 **Leave of Absence for Unit Members Elected to the Legislature (Education**
1533 **Code 44801)**
- 1534 16.10.1 Every person employed by a school district as a permanent unit
1535 member in a position requiring certification qualifications who is
1536 elected to the Legislature shall be granted a leave of absence from
1537 his/her duties as a unit member of the District by the Governing Board
1538 of the District.
- 1539 16.10.2 During the term of such leave of absence, the unit member may be
1540 employed by the school district to perform such less than full-time
1541 service requiring certification qualifications, such as compensation and
1542 upon such terms and conditions, as mutually agreed upon.
- 1543 16.10.3 Such absence shall not affect in any way the classification of such unit
1544 member.
- 1545 16.10.4 Within six months after the term of office such unit member expires,
1546 he/she shall be entitled to return to the position held by him/her at the
1547 time of his/her election, at the salary to which he/she should have been
1548 entitled had he/she not absented himself/herself from the service of the
1549 school district under this Section.
- 1550 16.10.5 Notwithstanding any provision of this Code to the contrary, a person
1551 employed to take the place of any such unit member shall not have any
1552 right to such position following the return of such unit member to the
1553 position.
- 1554 16.10.6 This Section shall apply to any permanent certificated school district
1555 unit member who held the office of Member of the Assembly or State
1556 Senator on or after January 4, 1965.
- 1557 16.11 **Other Leaves Without Pay**
- 1558 16.11.1 Leaves of absence for reasons not covered in other provisions of the
1559 Berryessa Union School District Contract, leave without
1560 compensation, increment, seniority or tenure credit, upon
1561 recommendation of the Superintendent or his/her designee, and
1562 approval by the Board of Trustees, may be granted for a period
1563 determined by the Superintendent or his/her designee. Prior approval
1564 is mandatory.
- 1565 16.11.2 A written decision of the rejection of a leave request shall be made
1566 upon request.
- 1567 16.11.3 The applications for granting of such leave of absence shall be in
1568 writing. The unit member on leave shall notify the Personnel
1569 Department by April 1 of his/her intent to return. Failure to notify in
1570 writing by April 1 will be cause for dismissal.

1571 16.12 **Industrial Leave**

1572 Provide the leave as set forth in Education Code Section 44984.

1573 16.13 **Family and Medical Leave**

1574 16.13.1 Unit members are eligible for leave under the Federal Family and
1575 Medical Leave Act (FMLA) and the California Family Rights Act
1576 (FRA). The Association in collaboration with District will mutually
1577 prepare a manual covering the various rights and obligations, including
1578 those areas where discretion may be exercised by the District and/or by
1579 unit members. This manual will be distributed to all unit members.
1580 The Unpaid Family and Medical Care Leave Guidelines is attached as
1581 Appendix G of this Contract.

1582 16.13.2 The provisions of this Agreement and District policies will be applied
1583 in conformance with the FMLA and the FRA.

1584 **ARTICLE 17: RETIREMENT PROGRAMS**

1585 17.1 **Retiree Fringe Benefits**

1586 17.1.1 In preparation for the 2008-2009 negotiations, the parties will establish
1587 a subcommittee to make recommendations about retiree fringe
1588 benefits. The subcommittee will consider the needs of unit members,
1589 the current and future costs of providing retiree fringe benefits, the
1590 extent to which comparable school districts provide fringe benefits to
1591 retirees in comparable positions, and any other relevant information.
1592 The subcommittee will submit its report and recommendation to the
1593 parties on or before July 1, 2008.

1594 17.1.2 The District shall provide unit members retiring at the age of 55 or
1595 older, fringe benefits premium contributions according to the
1596 following schedule:

1597 17.1.2.1 The District Basic Contribution required by Article 10,
1598 Section 10.1.1 and Government Code Section 22892.

1599 17.1.2.2 In addition to the District Basic Contribution, for retired
1600 unit members with at least 15 and up to 20 years of District
1601 service, the District shall provide an amount for unit
1602 member coverage only that, when added to the District
1603 Basic Contribution required by Article 10, Section 10.1.1,
1604 will not exceed the Kaiser single party rate.

1605 17.1.2.3 In addition to the District Basic Contribution for retired unit
1606 members with at least 20 and up to 30 years of District
1607 service, the District shall provide premiums for dental and
1608 vision coverage and an amount for unit member only
1609 medical coverage that, when added to the District Basic
1610 Contribution required by Article 10, Section 10.1.1, will
1611 not exceed the Kaiser single party rate.

1612 17.1.2.4 In addition to the District Basic Contribution, for retired
1613 unit members with 30 years or more of District service, the
1614 District shall provide premiums for dental and vision
1615 coverage and an amount for the retiree and spouse or
1616 domestic partner medical coverage that, when added to the
1617 District Basic Contribution required by Article 10, Section
1618 10.1.1, will not exceed the Kaiser two-party rate.

1619 17.1.3 The years of service described in Section 17.1.2 must be as a unit
1620 member in the Berryessa Union School District.

1621 17.1.4 The payment of the premiums (if any) required under the above
1622 provisions will continue until the retired unit member- is eligible for

- 1623 Medicare or reaches the age 65, whichever event occurs first. When
1624 the retired unit member is eligible for Medicare or reaches the age of
1625 65 (whichever occurs first), the unit member-retiree shall be eligible
1626 only for the District Basic Contribution as required by Section 10.1.1
1627 and Government Code Section 22892, and only to the extent that such
1628 contribution is required by law.
- 1629 17.1.5 To be eligible for retiree medical benefits under this Article, the unit
1630 member must have been on paid status in the District or on approved
1631 leave at the time of retirement and comply with all applicable rules and
1632 requirements for eligibility and participation in retiree medical benefits
1633 through CalPERS, including, but not limited to the requirement that
1634 the unit member retires under CalPERS, and that the unit member
1635 must have been enrolled in a CalPERS health plan as an active
1636 employee at the time of retirement.
- 1637 17.1.6 In lieu of any fringe benefits for those qualifying under Section 17.1.2
1638 above, a unit member with 20 or more years of Berryessa Union
1639 School District service, may elect to receive a one-time payment
1640 calculated on \$500 per each year of District service, up to a maximum
1641 of \$15,000.
- 1642 17.2 **Full Retirement Credit With Pre-Retirement Plans**
- 1643 17.2.1 The District shall allow unit members (55 years or older) to be
1644 employed on a part-time basis but with full-time retirement credit,
1645 provided all the qualifications set forth in Education Code Section
1646 22713 or its successor are met.
- 1647 17.2.2 The District and the unit member shall agree to make appropriate
1648 contributions to the State Teacher’s Retirement System (STRS) equal
1649 to the amount required as if serving as a full-time unit member.
- 1650 17.2.3 The minimum part-time employment shall be the equivalent of one-
1651 half the number of days of a full-time position during the final year of
1652 service in a full-time position. If the Governing Board agrees, the
1653 reduced service may be full-time for at least one-half year, or may be
1654 on a daily schedule.
- 1655 17.2.4 Because this program requires a shared teaching position, final
1656 determination as to which unit members will participate as shared
1657 staff, the assignment, location, and the form of the shared employment
1658 rests within the Governing Board’s sole discretion.
- 1659 17.3 **Post-Retirement Employment Program, Effective July 1, 2000**
- 1660 17.3.1 The District may employ in a full-time teaching position a teacher,
1661 who retired from the District under the State Teachers Retirement
1662 System (“STRS”) and who meets either of the following:

- 1663 17.3.1.1 The teacher retired with an effective date on or before
1664 January 1, 2000, and will provide direct classroom
1665 instruction to students in kindergarten through eighth grade,
1666 and/or will provide services to beginning teachers specified
1667 in Education Code Section 24216.5(a)(2).
- 1668 17.3.1.2 The teacher retired with an effective date on or before July
1669 1, 2000, and will provide direct remedial instruction to
1670 students in grades 2 through 8 as defined in Education
1671 Code Section 37252 and 37252.5.
- 1672 17.3.2 Retired teachers employed pursuant to this program shall be placed in
1673 distinct classes of temporary teachers within the bargaining unit. A
1674 teacher shall be classified as a “Retired Temporary Teacher” if hired
1675 pursuant to Section 17.3.1.1, and as a “Retired Temporary Remedial
1676 Teacher” if hired pursuant to Section 17.3.1.2. The service of a
1677 Retired Temporary Teacher or a Retired Temporary Remedial Teacher
1678 shall not be included in computing the service required as a
1679 prerequisite to attainment of or eligibility for classification as a
1680 permanent employee of a school district.
- 1681 17.3.3 Retired Temporary Teachers and Retired Temporary Remedial
1682 Teachers shall be compensated according to the salary schedule set
1683 forth in Appendix D1 and Appendix D2.
- 1684 17.3.4 Retired Temporary Teachers and Retired Temporary Remedial
1685 Teachers shall not receive health and welfare benefits pursuant to
1686 Article 10 of this Agreement, but instead shall continue to receive the
1687 retiree benefit contribution specified in Section 17.1. The time period
1688 for retiree benefit contributions for these teachers shall not be extended
1689 beyond those specified in Appendix E.
- 1690 17.3.5 Retired Temporary Teachers and Retired Temporary Remedial
1691 Teachers shall not be subject to the evaluation requirements of Article
1692 15.
- 1693 17.4 **Post-Retirement Employment Programs, Effective July 1, 2001**
- 1694 17.4.1 The District may employ individuals who retired July 1, 2001, or
1695 thereafter, subject to the provisions of Section 17.3.2 to 17.3.5. These
1696 individuals would retire at highest year and:
- 1697 17.4.1.1 Teach a Saturday, after-school or Summer School class in
1698 excess of the STRS earnings; or
- 1699 17.4.1.2 Teach “at risk” students to any amount in excess of the
1700 STRS earnings limit; or

- 1701 17.4.1.3 Employed at other teaching assignments, substitute
1702 teaching, or any other activity approved by the District,
1703 within the STRS earnings limit.
- 1704 17.4.2 The following activities subject to STRS defined supplement benefits
1705 are: *(This supplement can be taken at retirement as an additional*
1706 *annuity, or as a lump sum payment for purposes of paying medical*
1707 *benefits or any other individual use.)*
- 1708 17.4.2.1 All regular classroom teaching beyond 1.0 FTE;
- 1709 17.4.2.2 All stipends or bonuses;
- 1710 17.4.2.3 Summer School;
- 1711 17.4.2.4 Before and after-regular school teaching;
- 1712 17.4.2.5 Substituting during the school day;
- 1713 17.4.2.6 Curriculum writing; and
- 1714 17.4.2.7 PAR consulting teacher.
- 1715 17.4.3 The President of the Association and the Assistant Superintendent of
1716 Personnel Services may add to this list any supplemental pay, provided
1717 it is reduced to writing as an amendment to this Agreement.
- 1718 17.5 **Post-Retirement Employment Programs, July 1, 2002 To June 30, 2008**
- 1719 17.5.1 The District may employ individuals who retired after July 1, 2002,
1720 but before June 30, 2008, in full or part-time certificated positions after
1721 twelve months from the date of retirement. The individual retiree
1722 would return to service in a credentialed position as agreed upon by
1723 the District and be paid as:
- 1724 17.5.1.1 Part-time or full time at current pay rate, not subject to
1725 either STRS deduction or salary limitation; or
- 1726 17.5.1.2 Part-time or full time earning medical benefits or MediCare
1727 Part B on the basis of current salary (e.g., ½ year at \$38,000
1728 will earn five (5) years of full medical benefits or twenty
1729 (20) years of MediCare Part B payable by the District);
1730 subject to the District establishing an eligible deferred
1731 compensation plan. The part-time can be part of a year,
1732 part of a shared contract, or a set number of periods, or
1733 some defined functions requiring a credential.

1734 17.6 **Substitute Service by Retired Unit Members**

1735 Berryessa Union School District retirees who provide services as a substitute will
1736 receive compensation equal to 150% of the daily rate paid to substitutes.

1737 **ARTICLE 18: SAFETY**

1738 18.1 **Healthful and Safe Conditions**

1739 18.1.1 Every effort shall be made to maintain healthful and safe conditions in
1740 all classrooms. Teachers shall not be required to work under unsafe
1741 conditions or to perform tasks which endanger their health, safety, or
1742 well being.

1743 18.1.2 It shall be the responsibility of unit members to report unsafe,
1744 hazardous or unsanitary conditions as soon as possible to the building
1745 supervisor who shall report the condition to the administrator as soon
1746 as possible.

1747 18.1.3 The District emergency plan will go into effect immediately when
1748 unsafe, hazardous, or unsanitary conditions exist. Unsafe, hazardous,
1749 or unsanitary conditions shall be corrected as soon as possible.

1750 18.1.4 In the event a hazardous, unsafe, or unsanitary condition exists within
1751 a school, making it necessary to dismiss students, teachers will not be
1752 required to remain in the building, but may be reassigned to other
1753 instructional activities.

1754 18.1.5 A District-wide Safety Committee will be established. The California
1755 Teachers Association of Berryessa may appoint representatives from
1756 its bargaining unit as part of the committee. The committee shall be
1757 made up of equal members of management and certificated personnel.

1758 18.1.6 Unit members shall be informed on the first day of each work year by
1759 the District, concerning student, parent, and teacher rights with regard
1760 to student behavior.

1761 18.2 **Assault and Battery**

1762 18.2.1 Unit members shall immediately report cases of assault and battery
1763 suffered by them in connection with their employment to their site
1764 administrator or immediate supervisor. The victim and the supervisor
1765 shall immediately report the incident to the police and submit a written
1766 report to the Superintendent. To the extent permitted by law, the
1767 Superintendent or designee shall provide the victim with information
1768 relating to the incident.

1769 18.2.2 The employer shall reimburse unit members up to \$150 for the repair
1770 or replacement cost of personal property lost or damaged due to assault
1771 and battery. Personal property is limited to items exceeding \$10 in
1772 value and necessary for the discharge of unit member's duties. Said
1773 reimbursement shall be processed as long as the unit members'
1774 insurance does not cover the lost or damaged item. Verification of

1775 actual value at the time of loss of such items shall be provided by the
1776 unit member within five (5) working days.

1777 18.3 **Personal Property Protection and Liability Coverage**

1778 The District will discourage all unit members from using their personal vehicle
1779 for the purpose of transporting students. All unit members shall be informed on
1780 the first day of each school year that written permission must be obtained from the
1781 District prior to transporting students in their personal vehicles.

1782 **ARTICLE 19: SHARED CONTRACT**

1783 19.1 **Shared Contract Application and Renewal**

1784 A shared contract is full-time service provided by two or more certificated,
1785 tenured unit members sharing one full-time assignment and assuming full-time
1786 responsibility for their students' program and progress. Only tenured unit
1787 members may initiate and enter into shared contracts for a period of one school
1788 year. Tenured unit members shall submit a written proposal to the site
1789 administrator on or before March 1 for a shared contract for the following school
1790 year. After consulting with the Assistant Superintendent, the site administrator
1791 may propose changes to the written proposal or may agree with the initial
1792 proposal. If the tenured unit members agree with the proposed changes, the
1793 proposal shall be implemented during the following school year upon approval of
1794 the Assistant Superintendent of Personnel Services. Unit members working an
1795 approved shared contract shall request renewal of the shared contract by March 1
1796 of each subsequent year. The Assistant Superintendent shall notify the unit
1797 members of the approval or rejection of the renewal request by March 15. If the
1798 Assistant Superintendent rejects a shared contract proposal or renewal, he/she will
1799 provide reasons for the rejection upon request.

1800 19.2 **Proration of Salary and Benefits**

1801 Unit members on a shared contract shall be placed on the regular salary schedule,
1802 paid proportionately for contracted service and receive a proration of fringe
1803 benefits and sick leave. The District and the unit member shall make
1804 contributions to STRS as required by law.

1805 19.3 **Return to Full-Time**

1806 Unit members on shared contracts who previously held a full-time position in the
1807 District shall have the right to return to a full-time position provided the unit
1808 members have notified the District in writing by April 1 of their intention to
1809 return to a full-time assignment in the subsequent school year. Unit members
1810 shall be returned to full-time status in the following school year provided there are
1811 vacant positions in the District for which the unit members are qualified to fill
1812 through specific training or experience.

1813 19.4 **Mutual Agreement Required**

1814 Teaching assignments may be shared by any arrangement mutually agreed to in
1815 writing by the tenured unit members and the District.

1816 19.5 **Step and Column Movement**

1817 Unit members sharing contracts shall receive salary step movement at the start of
1818 the school year, following the accumulation of one year of full-time service.
1819 Class movement shall be pursuant to existing District policy.

1820 19.6 **Plan for Shared Responsibilities**

1821 Responsibilities (including, but not limited to parent conferences, open house and
1822 back-to-school nights, faculty/staff meetings, adjunct duties) shall be allocated
1823 according to a plan designed by the teaching partners and recommended by the
1824 site administrator and submitted to the Assistant Superintendent or designee for
1825 approval. This plan shall be submitted along with the initial application for the
1826 shared contract and any renewal requests.

1827 19.7 **Evaluation Procedures**

1828 In case of a split year contract, evaluation timelines may be altered as part of the
1829 shared contract proposal approved by the District.

1830 **ARTICLE 20: NOTICE OF LAYOFF**

1831 In the event permanent and probationary unit members are laid off under the provisions
1832 of Education Code Section 44955 and/or 44955.5 in accordance with Section 44949, the
1833 dates prescribed in each of said sections will be followed.

1834 **ARTICLE 21: COLLABORATIVE ORGANIZATIONAL**
1835 **PROCESSES**

1836 21.1 The District and the Association, on behalf of its unit members, are committed to
1837 developing and implementing a shared decision making process which allows for
1838 the following:

1839 21.1.1 A model of site decision making initiated at each school;

1840 21.1.2 Broad based input from staff, community, and when appropriate,
1841 students; and

1842 21.1.3 Incorporation of District-wide needs and perspective in support of the
1843 programmatic and instructional needs of students.

1844 21.2 To this end, the District and Association will collaborate to develop a District-
1845 wide process, which incorporates the elements cited above.

1846 **ARTICLE 22: CONCERTED ACTIVITIES**

1847 22.1 **Strikes, Work Stoppage, Slow-downs**

1848 It is agreed and understood that there will be no strike, work stoppage, slow-
1849 down, or refusal or failure to fully and faithfully perform job functions and
1850 responsibilities by the Association or by its officers, agents, or members during
1851 the term of this Agreement, including compliance with the request of other labor
1852 organizations to engage in such activity

1853 22.2 **Association's Commitment to District**

1854 The Association recognizes the duty and obligation of its representatives to
1855 comply with the provisions of this Agreement and to make every effort toward
1856 inducing all unit members to do so. In the event of a strike, work stoppage, or
1857 slow-down, by unit members who are represented by the Association, the
1858 Association agrees in good faith to take all necessary steps in an attempt to cause
1859 those unit members to cease such action.

1860 **ARTICLE 23: EFFECT OF AGREEMENT**

1861 It is understood and agreed that the specific provisions contained in the Agreement shall
1862 prevail over District practices and procedures and over State laws to the extent permitted
1863 by State law, and that in the absence of specific provisions in this Agreement, such
1864 practices and procedures are discretionary with the District.

1865 **ARTICLE 24: COMPLETION OF MEET AND**
1866 **NEGOTIATION**

1867 During the term of this Agreement, the Association agrees that the District shall not be
1868 obligated to meet and negotiate with respect to any subject or matter whether or not
1869 referred to or covered in this Agreement, even though each subject or matter may not
1870 have been within the knowledge or contemplation of either or both the District or the
1871 Association at the time they met and negotiated on or executed this Agreement, and even
1872 though such subject or matters were proposed and later withdrawn. However, nothing in
1873 this Agreement shall prevent the parties from mutually agreeing to negotiate on any topic.

1874 **ARTICLE 25: SAVINGS PROVISIONS**

1875 If any provisions of this Agreement are held to be contrary to law by a court of competent
1876 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent
1877 permitted by law, but all other provisions will continue in full force and effect.

1878 **ARTICLE 26: LENGTH OF CONTRACT**

1879 26.1 This Agreement shall remain in full force and effect from the date of ratification
1880 by the Governing Board up to and including June 30, 2009, and shall remain in
1881 effect until one of the parties notifies the other in writing of a request to modify,
1882 amend or terminate this Agreement.

1883 26.2 In addition, the parties will reopen negotiations on the following issues:

1884 26.2.1 For 2008-2009 – Compensation (Article 9), Fringe Benefits (Article
1885 10), Retirement (Article 17), Special Education issues, and two
1886 additional articles of each party’s choice.

1887 26.2.2 On the impact that any new legislation may have upon mandatory
1888 subjects of bargaining.

1889 26.3 Any proposals to modify, amend, or terminate this Agreement shall be presented
1890 in writing at a public meeting of the Board of Trustees.

1891 **ARTICLE 27: EXECUTION OF AGREEMENT**

1892 This Agreement is a result of good faith meetings and negotiations between CTAB and
1893 the Berryessa Union School District and was executed by both parties on June 14, 2007,
1894 and approved by the Berryessa Union School District Board of Trustees on July 17, 2007.

1895 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM:**

1896 **CTAB**

DISTRICT

1897 Kris Clarke, CTA Executive Director

Jeanne Izant, Principal, Vinci Park

1898 Nancy Hopes, Teacher, Summerdale

Rosanna Jeng, Asst. Superintendent, Business

1899 Manuel Lopez, Teacher, Piedmont

VickyLara, Administrative Asst., Personnel

1900

1901 Patty McDonald, Teacher Advisor

Jack L. Owens, Asst. Superintendent, Personnel

1902 David Singh, Teacher, Sierramont

Derek Pinto, Assistant Principal, Morrill

1903 Joyce Singh, Teacher, Northwood

Janet Sommer, Attorney, Kay & Stevens

1904 Julie Zlatunich, Teacher, Brooktree

1905 **Signature(s) for CTAB**

Signature for the District

1906

1907 _____
Joyce Singh

1907 _____
Jack L. Owens

1908 CTAB President

Assistant Superintendent, Personnel Services

1909

1910 _____
Kris Clarke

1911 CTA Executive Director

APPENDIX A: GENERAL SALARY PROVISIONS

A.1 Scholarship Grants

Scholarship grants will be provided for tuition expenses and certification-examination fees for unit members enrolled in programs, which result in credentials or certificates in special education, English-as-a-Second-Language (ESL), bilingual education, mathematics, and science. The maximum grant per fiscal year for tuition expenses will be equivalent to that of San Jose State University, but will not exceed \$1,500 per year. Certification-examination fees will be paid upon proof of certification.

A.2 Professional Growth Program

A.2.1 Unit members are encouraged to pursue a Professional Growth Program composed of:

A.2.1.1 Graduate study for advanced degrees

A.2.1.2 A selection of upper-division and graduate-level courses designed to improve teaching ability, or

A.2.1.3 Lower-division courses in mathematics, science, computers, and foreign language, or courses approved in advance by the superintendent or designee.

A.2.2 While school is in session, the more than nine (9) semester units may be applied toward salary-column change in any one semester, and no more than eighteen (18) semester units during the school year may be applied toward salary-column change. All course work must be approved by the site administrator/evaluator prior to taking the course work. In the event of a dispute between the unit member and the site administrator, the Personnel Office will make the final determination whether to approve or disapprove the course work.

A.2.3 No unit member may move from one column to another on the salary schedule unless course work units are earned at a C/Pass grade or better from an accredited university or college. If the unit member has any questions regarding whether specific courses qualify for credit toward column movement, the unit member should contact the Personnel Officer, prior to taking the course.

A.2.4 Official transcripts must be on file in the Personnel Office to verify column placement, and no change in salary may be approved before transcripts are received. Transcripts received by November 1 may apply toward current year's placement and salary will be adjusted to the beginning of the school term. Transcripts received after November 1 will be recognized for column placement the following year.

A.3 **Salary Placement**

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

A.4. **Special Compensation**

A.4.1 Additional compensation will be paid to certificated personnel in the following assignments:

A.4.1.1 Psychologists – salary schedule placement + 10% additional (Psychologists must have Designated Service Credential with Specialization in Pupil Personnel Services);

A.4.1.2 Counselors – Beginning July 1, 2000, counselors will receive salary schedule placement + \$1,000.

A.4.1.3 Special Education Teachers – Beginning July 1, 1999, the stipend for full-time intervention specialists (SDC, RSP,DIS [LSCH], Adaptive P.E.) will be increased from \$600 to \$1,000.

APPENDIX B: 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 personnel 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 (FEP) Agencies

Department of Fair Employment and
Housing Headquarters
2014 T Street, Suite 210
Sacramento, California 95814
(916) 739-4626

5720 Ralston Street, Suite 302
Venture, California 93003
(805) 654-4513

Equal Employment Opportunity Commission (EEOC) District/Area Offices

District and Field Offices
1001 Tower Way, Suite 250
Bakersfield, California 93309
(805) 395-2728

Fresno Local Office (San Francisco District)
1313 "P" Street, Suite 103
Fresno, California 93721
(209) 487-5793

1900 Mariposa Mall, Suite 130
Fresno, California 93721
(209) 445-5373

Los Angeles District Office
3660 Wilshire Blvd., 5th Floor
Los Angeles, California 90010
(213) 251-7178

322 West First Street, Room 2126
Los Angeles, California 90012
(213) 897-1997

Oakland Local Office (San Francisco District)
1331 Broadway, Room 430
Oakland, California 94612
(510) 273-7588

1330 Broadway, Suite 1326
Oakland, California 94612
(510) 464-4095

San Diego Area Office (Los Angeles District)
401 B. Street, Suite 1550
San Diego, California 92101
(619) 557-7235

2000 "O" Street, Suite 120
Sacramento, California 95814
(916) 445-9918

San Francisco District Office
901 Market Street, Suite 500
San Francisco, California 94103
(415) 744-6500

1845 S. Business Center Drive, Suite 127
San Bernardino, California 92408
(714) 383-4711

San Jose Local Office (San Francisco District)
96 North 3rd Street
San Jose, California 95112
(408) 291-7352

110 W. "C" Street, #1702
San Diego, California 92101
(619) 237-7405

111 N. Market Street, Suite 810
San Jose, California 95113
(408) 277-1264

28 Civic Center Plaza, Room 538
Santa Ana, California 92701
(714) 558-4159

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 Personnel 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 Personnel
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 Personnel 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 inservice 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 Personnel with data on their work force as the Assistant Superintendent of Personnel may request.

- b. Report any discrimination problem or policy conflicts to the Superintendent, and the Personnel 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 personnel 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 C: 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 9.1 of this Agreement divided by the number of days in the regular unit member 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 9.1)
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 D1: 2006-2007 SALARY SCHEDULE

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

Teachers Salary Schedule 2006-07 Effective 4/1/07 6%

Step/Range	C	D	E	F	G	
	BA+30	BA+45	BA+60	BA+75	BA+90	
1	44,859	44,859	44,859	46,868	49,169	Master Stipend \$1,725
2	44,859	44,859	46,787	48,992	51,291	LSH/RSP/SDC stipend \$1,000
3	44,859	46,515	48,913	51,114	53,414	Counselor stipend \$1,000
4	46,338	48,637	51,038	53,233	55,536	
5	48,460	51,698	53,164	55,355	57,657	
6	50,582	54,058	56,236	57,477	59,765	
7	52,704	56,415	58,598	59,601	61,900	
8	54,826	58,774	60,961	61,724	64,023	Doctoral Stipend 3% of cell placement
9	56,947	61,132	63,323	63,846	66,141	
10		63,490	65,685	65,965	68,265	
11			68,047	68,087	70,386	Psychologists 10% of cell placement
12				70,210	72,508	
13				72,333	74,630	Hourly Rate \$35.38
15			68,916	73,201	75,500	
17			69,785	74,072	76,370	Without ELD certification
19			70,655	74,940	77,239	.9835 of cell placement
21			71,525	75,810	78,109	Work Year
23			72,395	76,678	78,977	Psychologist 194 days
25			73,264	77,549	79,847	Counselor 194 days
27			74,133	78,418	80,716	Program Specialist 194 days
29			75,002	79,287	81,586	Librarian 194 days
31			75,594	80,157	82,456	Nurse 196 days
33			75,873	81,027	83,327	Teacher 183 days

Rozanne J...
Signature

7/18/07
Date

APPENDIX D2: 2007-2008 SALARY SCHEDULE

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

Teachers Salary Schedule 2007-08 Effective 7/1/07 3%

Step\Range	C	D	E	F	G	
	BA+30	BA+45	BA+60	BA+75	BA+90	
1	46,205	46,205	46,205	48,274	50,644	Master Stipend \$1,725
2	46,205	46,205	48,191	50,462	52,830	LSH/RSP/SDC stipend \$1,000
3	46,205	47,910	50,380	52,647	55,016	Counselor stipend \$1,000
4	47,728	50,096	52,569	54,830	57,202	
5	49,914	53,249	54,759	57,016	59,387	
6	52,099	55,680	57,923	59,201	61,558	
7	54,285	58,107	60,356	61,389	63,757	
8	56,471	60,537	62,790	63,576	65,944	Doctoral Stipend 3% of cell placement
9	58,655	62,966	65,223	65,761	68,125	
10		65,395	67,656	67,944	70,313	
11			70,088	70,130	72,498	Psychologists 10% of cell placement
12				72,316	74,683	
13				74,503	76,869	
15			70,983	75,397	77,765	Hourly Rate \$38.63
17			71,879	76,294	78,661	Without ELD certification
19			72,775	77,188	79,556	.9835 of cell placement
21			73,671	78,084	80,452	Work Year
23			74,567	78,978	81,346	Psychologist 194 days
25			75,462	79,875	82,242	Counselor 194 days
27			76,357	80,771	83,137	Program Specialist 194 days
29			77,252	81,666	84,034	Librarian 194 days
31			77,862	82,562	84,930	Nurse 196 days
33			78,149	83,458	85,827	Teacher 183 days

Koranne Jony
Signature

7/18/07
Date

7/18/2007

APPENDIX E: 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 F: CERTIFICATED EMPLOYEES EVALUATION SYSTEM

Berryessa Union School District

CERTIFICATED EVALUATION FORM

School Year: 2007-08

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 December 15):

Mid-Year Review Date (optional for permanent teachers, at administrator or teacher request, before February 15):

Formal observation dates and observation conferences (required for all non-permanent teachers, and those not meeting standards under subsection 15.5 of the CTAB Agreement):

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: _____

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

ELEMENTS	LEVEL OF STANDARDS PERFORMANCE		
	Exceeds	Meets	Does Not Meet
A. Aggregate progress of students (one grade level)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Early identification of students functioning below grade level, and monitoring their supplemental instruction (EC 48070)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Providing differentiated instruction for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

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

II. PROFESSIONAL RESPONSIBILITIES

ELEMENTS	LEVEL OF STANDARDS PERFORMANCE		
	Exceeds	Meets	Does Not Meet
A. Demonstrates professional judgment and attitudes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Adheres to work related laws, regulations, and District Professional Code of Ethics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Carries out student supervisory responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

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

A. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

ELEMENTS	BEGINNING		EMERGING		APPLYING		INTEGRATING		INNOVATING		LEVEL OF STANDARDS PERFORMANCE		
	Oct	End	Oct	End	Oct	End	Oct	End	Oct	End	Exceeds	Meets	Does Not Meet
	1. Connecting students' prior knowledge, life experience, and interests with learning goals)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Using a variety of instructional strategies and resources to respond to student's diverse needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Facilitating learning experiences that promote autonomy and choice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Promoting self-directed, reflective learning for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

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

B. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

ELEMENTS	BEGINNING		EMERGING		APPLYING		INTEGRATING		INNOVATING		LEVEL OF STANDARDS PERFORMANCE		
	Oct	End	Oct	End	Oct	End	Oct	End	Oct	End	Exceeds	Meets	Does Not Meet
1. Creating a physical environment that engages all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishing a climate that promotes fairness and respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Promoting social development and group responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Establishing and maintaining standards for student behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Planning and implementing classroom procedures and routines that support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Using instructional time effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

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

C. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

ELEMENTS	BEGINNING		EMERGING		APPLYING		INTEGRATING		INNOVATING		LEVEL OF STANDARDS PERFORMANCE		
	Oct	End	Oct	End	Oct	End	Oct	End	Oct	End	Exceeds	Meets	Does Not Meet
	1. Demonstrating knowledge of subject matter content and student development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Organizing curriculum to support student understanding of subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Interrelating ideas and information within and across subject matter areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Developing student understanding through instructional strategies that are appropriate to the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Using materials, resources, and technologies to make subject matter accessible to students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

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

D. PLANNING INSTRUCTION AND DESIGNING EXPERIENCES FOR ALL STUDENTS

ELEMENTS	BEGINNING		EMERGING		APPLYING		INTEGRATING		INNOVATING		LEVEL OF STANDARDS PERFORMANCE		
	Oct	End	Oct	End	Oct	End	Oct	End	Oct	End	Exceeds	Meets	Does Not Meet
1. Drawing on and valuing students' backgrounds, interests, and developmental learning needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishing and articulating goals for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Developing and sequencing instructional activities and materials for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Designing short-term and long-term plans to foster student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Modifying instructional plans to adjust for student needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

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

E. ASSESSING STUDENT LEARNING

ELEMENTS	BEGINNING		EMERGING		APPLYING		INTEGRATING		INNOVATING		LEVEL OF STANDARDS PERFORMANCE		
	Oct	End	Oct	End	Oct	End	Oct	End	Oct	End	Exceeds	Meets	Does Not Meet
	1. Establishing And communicating learning goals for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Collecting and using multiple sources of information to assess student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Involving and guiding all students in assessing their own learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Using the results of assessments to guide instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Communicating with students, families, and other audiences about student progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

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

F. DEVELOPING AS A PROFESSIONAL EDUCATOR

ELEMENTS											LEVEL OF STANDARDS PERFORMANCE		
	BEGINNING		EMERGING		APPLYING		INTEGRATING		INNOVATING		Exceeds	Meets	Does Not Meet
	Oct	End	Oct	End	Oct	End	Oct	End	Oct	End			
1. Reflecting on teaching practice and planning professional development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishing professional goals and pursuing opportunities to grow professionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Working with communities to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Working with families to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Working with colleagues to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Balancing professional responsibilities and maintaining motivation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

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

OVERALL SUMMARY EVALUATION

Comments:

Commendations:

Recommendations:

Exceeds Standards 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 tenured teacher is marked as "does not meet standards" in three of the six standards of the California Standards for the Teaching Profession (Performance Area "III"), the teacher must participate in the PAR Program, and the evaluator must complete "Form 1" of the PAR provisions in "Appendix I" of the CTAB Collective Agreement.

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.

PERFORMANCE AREAS

The performance areas included in the evaluation for all teachers shall be:

1. Student progress toward the District and state content standards; and
2. Performance of professional responsibilities; and
3. Development of the teacher according to the California Standards for the Teaching Profession. (These include items “2” through “5” of Section 15.1.1 of the CTAB Collective Agreement.)

PERFORMANCE LEVELS AND OTHER REQUIREMENTS

1. Ratings

The evaluator will mark each standard within every performance area in the evaluation form, applying the ratings and definitions outlined below. This completed form must be provided to the evaluated teacher no later than 30 calendar days before the last school day of the school year.

Meets Standards – This means the teacher has adequately met the District’s expectations.

- For the purpose of *student progress*, “meets standards” shall mean that the teacher in the aggregate has moved the students the equivalent of one year of progress from the starting point at the beginning of the school year.
- For the purpose of *the teacher’s development according to the California Standards for the Teaching Profession (CSTP)*, “meets standards” shall mean that:
 - A non-tenured teacher is designated as at least “emerging” in a majority of the indicia for each standard; or
 - A tenured teacher is designated as at least “applying” in a majority of the indicia for each standard, except when the teacher has been assigned to a different grade or subject matter. In such instances the tenured teacher must meet the non-tenured standard.

Exceeds Standards – This means the teacher has exceeded the minimum standards as defined above.

Below Standards – This means the teacher has not met the minimum standards as defined above.

2. Required Comments And Supporting Data

- Required Comments

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

A teacher being evaluated will be encouraged to provide relevant data at any time during the evaluation process.

- Data Required For Determining Student Progress

The students’ progress in achieving the District’s grade-level content standards shall be determined by multiple measures. These shall include the individual teacher’s written report card assessment, any testing device that measures the progress on District and state content standards, and in those instances where applicable, the state criterion referenced exam. Norm referenced tests may not be used to evaluate teachers.

3. **Evaluations As A Continuous Process And Required Formal Observations**

Because Education Code Section 44664 requires the evaluation to be continuous in nature, the evaluation shall stress data collection during the entire evaluation period in preference to formal classroom observations.

Scheduled formal observations shall be required for non-tenured teacher only, which shall consist of a minimum of two formal observations, each accompanied by a post-evaluation conference. Tenured teachers will receive a mid-year preliminary assessment before December 15 in the year of the scheduled evaluation. This preliminary assessment will consist of marking each indicia under performance area “III” regarding the California Standards for the Teaching Profession. The sole purpose of this early assessment is to provide guidance to the teacher as to any area of potential deficiency. Only the year-end rating shall constitute the actual evaluation.

The lack of a required formal observation for tenured teachers, however, shall not excuse the administrator from meeting the required documentation or data collection required for any “below standards” rating.

4. **Required Conferences Between Evaluator And Teacher**

- Pre-Evaluation Conference

The evaluating administrator must schedule and conduct an individual pre-evaluation conference with every certificated employee before October 15 in the year in which the evaluation is scheduled. The purpose of this conference is to review the standards/indicia and rating system set forth in the evaluation form.

- Post-Observation Conference

The evaluating administrator must schedule and conduct a post-observation conference with the teacher within five days of the scheduled and formal observation.

- Summary Evaluation Conference

The administrator doing the evaluation must schedule and conduct a conference with the teacher after submitting the written evaluation but before the last school day of the school year.

5. **Options For Experienced Tenured Teachers**

The standard form evaluation shall be used every other year for the required evaluation of a tenured teacher, unless mutually agreed otherwise by the individual teacher and the administrator. If requested by the teacher and agreed by the evaluating administrator, the following options shall be available in lieu of the standard form:

- Self-Evaluation – The only requirement will be the pre-evaluation and the summary evaluation conference. For those teachers achieving the STBS National Certification, no approval for self-evaluation will be required.
- Peer or Partner Coaching.
- Peer or Partner Project.
- Any other option agreed to in writing by CTAB and the District.

6. **Evaluation Versus Coaching**

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

7. **Issues Of Discipline And Evaluation**

Issues of teacher discipline usually will not be included in the evaluation process, but will be addressed through the normal process of taking action against the employee at the time of the occurrence of unacceptable or inappropriate behavior. Discipline matters should not await the completion of the performance evaluation process.

APPENDIX G: UNPAID FAMILY AND MEDICAL CARE LEAVE GUIDELINES

BERRYESSA UNION SCHOOL DISTRICT

UNPAID FAMILY AND MEDICAL CARE LEAVE GUIDELINES

The Family and Medical Leave Act of 1993 and California Family Rights Act of 1992 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. (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. 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).

FML Limits - when both husband and wife are employed for the same employer, 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.

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 conditions 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 which 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 caused by pregnancy, childbirth or related conditions are not covered).

ACCRUED LEAVE

Accrued paid leave such as vacation and 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 request is based upon birth or placement of a child or care of a family member. **The only limitation is that substituted paid leave must be for a purpose recognized under leaves outlined in Board Policies.**

HEALTH BENEFITS DRUG LEAVE

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 Personnel 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 Personnel Department Administrator.

BERRYESSAUNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132

ATTENTION: Personnel Department

EMPLOYEE REQUEST FOR FAMILY OR MEDICAL LEAVE

1. Employees' name and place of employment:

2. Employee's spouse's name and place of employment:

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 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 H: 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 I: 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 Personnel 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 personnel 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.

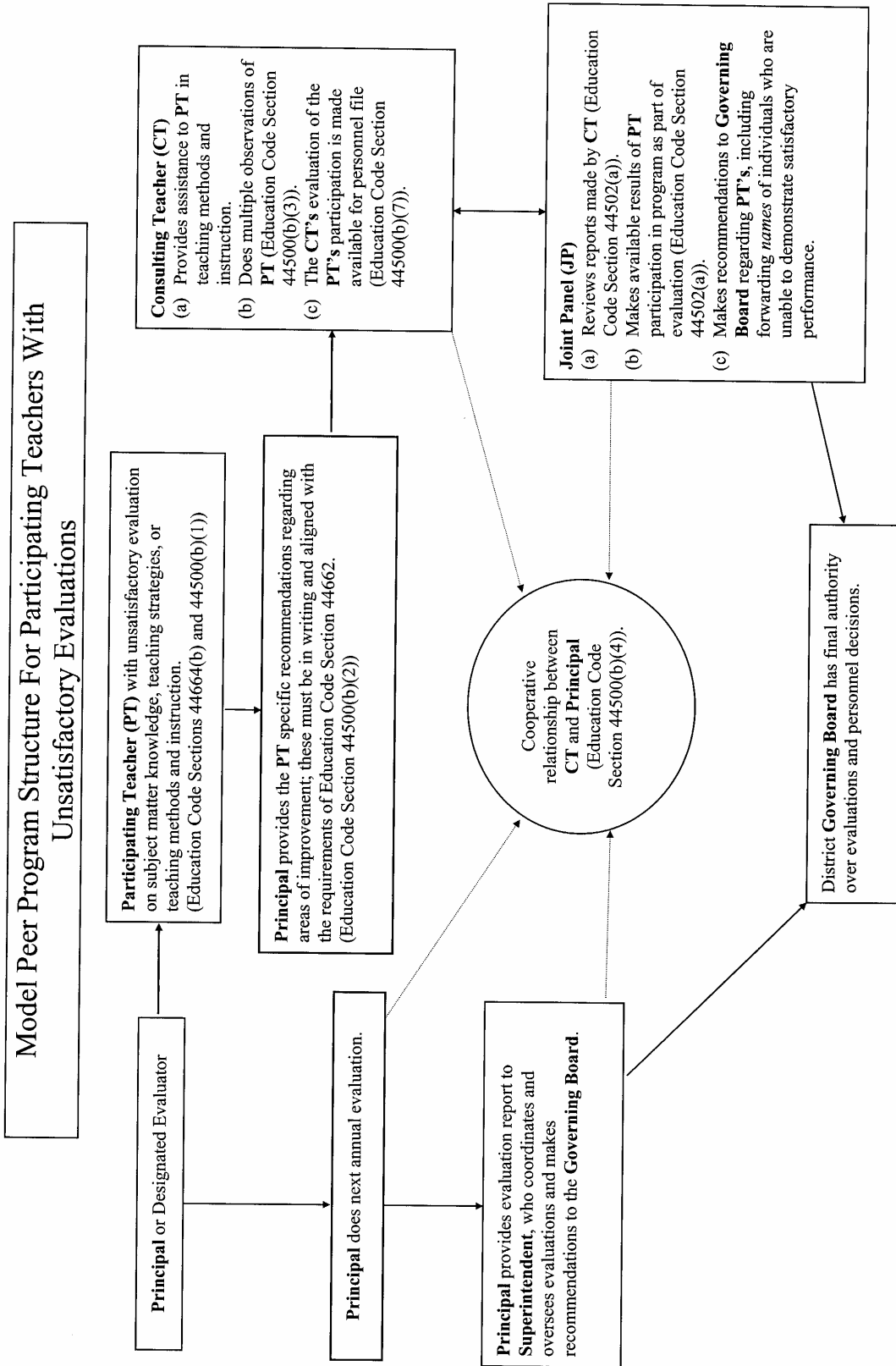
Date

Signature of Consulting Teacher

Date

Signature of Participating Teacher

Diagram 1



Copyright © 1999 by Kay & Stevens Law Firm. All rights reserved.

Diagram 2

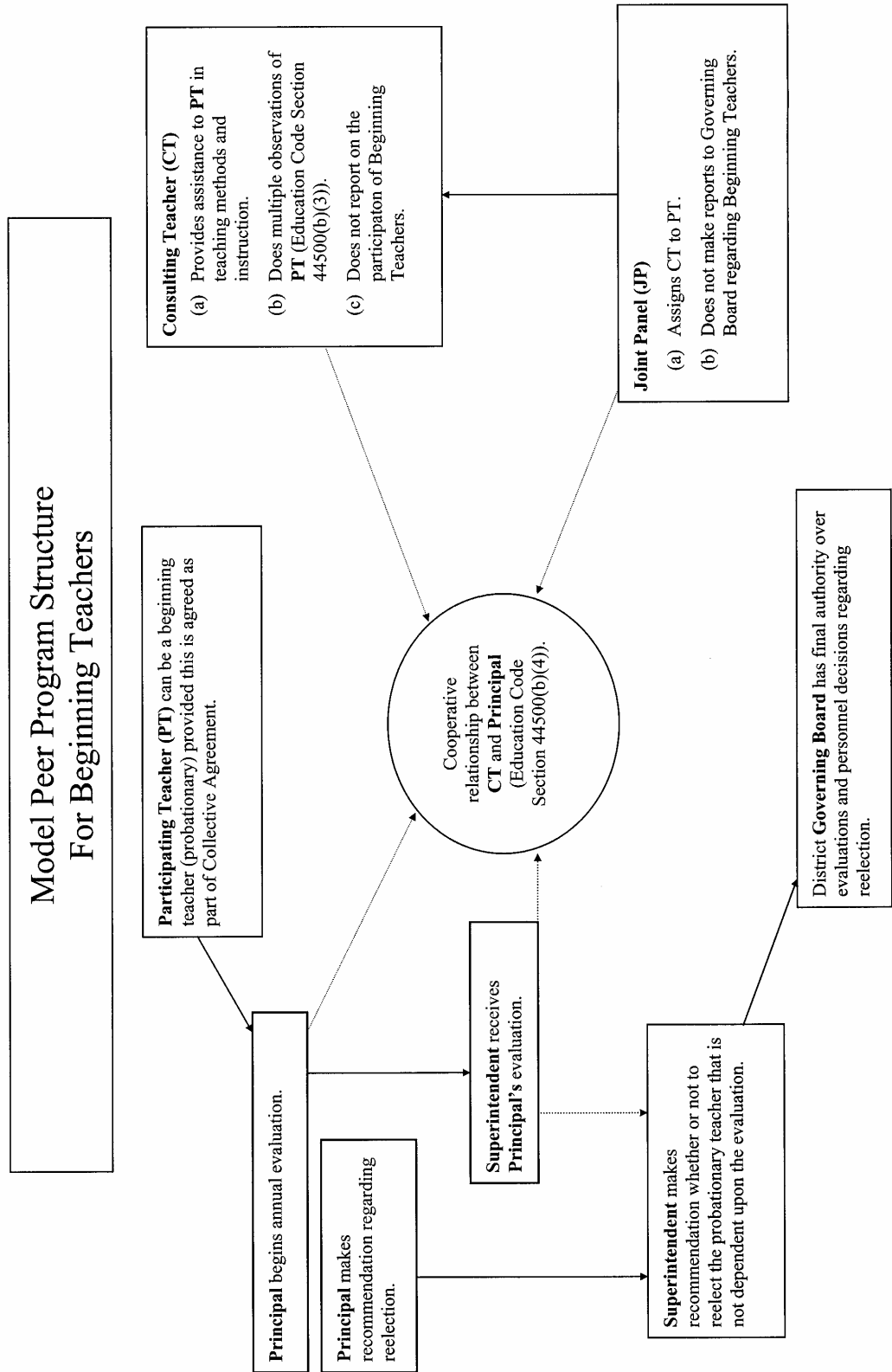
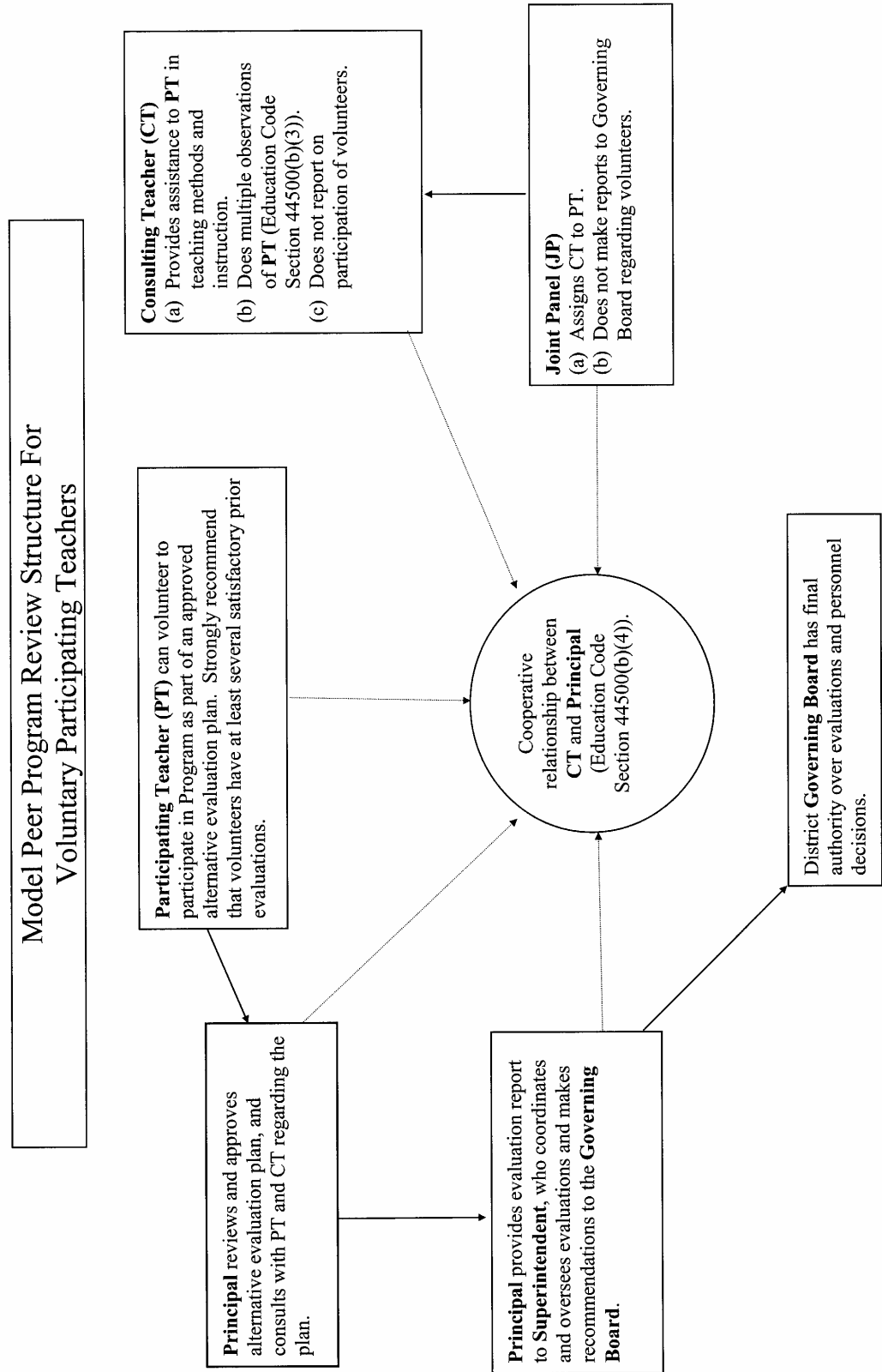


Diagram 3



APPENDIX J: GRIEVANCE FORM

BERRYESSA UNION SCHOOL DISTRICT

GRIEVANCE FORM

Name of Grievant: _____ Date Filed: _____

Immediate Supervisor: _____ Site: _____

Conferee(s) if any: _____

1. Date grievance occurred: _____

2. Specific Contract Section(s) allegedly violated:

3. Provide specific details concerning the grievance. (Include names, dates, and circumstances (attach a second page if necessary):

4. Describe adverse effect the alleged violation(s) had on the Grievant:

Remedy desired:

Signature of Grievant

Signature of Conferee (if any)