

NEGOTIATED AGREEMENT

Between the

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

And the

GOVERNING BOARD OF THE

**BERRYESSA UNION
SCHOOL DISTRICT**

July 1, 2017 to June 30, 2020

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1 **ARTICLE 1: GENERAL PROVISIONS**

2 1.1 **Agreement**

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

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

11 1.2 **Recognition**

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

23 **ARTICLE 2: DISTRICT RIGHTS**

24 2.1 **Powers and Authorities**

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

44 2.2 **Discipline**

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

51 **ARTICLE 3: ASSOCIATION RIGHTS**

52 3.1 **Association Access Rights**

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

58 3.2 **Association Meeting Tuesdays**

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

62 3.3 **Association President Release Time**

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

68 3.4 **Association Release Time**

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

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

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

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

76 **ARTICLE 4: EMPLOYEE RIGHTS**

77 The District's obligation to report and/or investigate allegations of child abuse, unlawful
78 harassment, and other unlawful/illegal activities supersedes any contrary provisions of
79 this Article 4.

80 4.1 **Academic Freedom**

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

85 4.2 **Public Complaints**

86 Any student, parent or citizen complaint about a unit member shall be reported to
87 the unit member by the administrator receiving the complaint within five (5) work
88 days unless (1) the administrator receiving the complaint has determined that the
89 complaint is baseless, and that no discipline or other adverse action will be taken
90 against the unit member as a result of the complaint, or (2) such notice would
91 interfere with the legally required investigation of the complaint. Unit members
92 are afforded due process rights in disciplinary actions resulting from complaints.

93 4.3 **Formal Complaints**

94 4.3.1 **Attempt to Resolve at the Earliest Stage**

95 The District shall attempt to resolve complaints against unit members
96 at the earliest stage. Whenever appropriate under the particular
97 circumstances, the District shall encourage the complainant to meet
98 with the unit member in an effort to resolve the complaint directly. If
99 the complainant is unable or unwilling to meet with the unit member,
100 or if the District determines that such a meeting is more likely to
101 exacerbate than to resolve the complaint, the complaint will be
102 handled initially by the unit member's immediate supervisor, the
103 school principal, or other appropriate District representative. The unit
104 member shall have the right to have an Association representative
105 present to represent the unit member's point of view during any
106 meeting between the unit member, the complainant, and the District
107 administrator.

108 4.3.2 **Unresolved Complaints Addressed in Accordance with Board**
109 **Policy/Administrative Regulations**

110 If a complaint remains unresolved after any efforts taken pursuant to
111 section 4.3.1 above, the District will follow the appropriate Board
112 Policy and Administrative Regulation in handling the complaint, and
113 shall provide an opportunity for the unit member to respond to the

114 allegations in the complaint personally or through an Association
115 representative. If the complaint reaches the Superintendent level of
116 the complaint procedure, the District shall provide the unit member a
117 copy of the complaint unless extenuating circumstances preclude
118 sharing a copy.

119 In following the applicable complaint procedure, the District shall
120 ensure the following:

- 121 • The unit member shall be informed of the status of the pending
122 complaint during the complaint procedure;
- 123 • The unit member shall have the right to an Association
124 representative to represent the unit member's point of view in
125 any investigation interviews or other meetings between the
126 District administration and the unit member, related to the
127 complaint; and
- 128 • The unit member shall have the right to present information to
129 the appropriate District administrator or the Governing Board
130 before a final decision is made regarding the complaint that
131 would result in adverse action against the unit member.
- 132 • The unit member retains all rights pursuant to law, District
133 policy and this Negotiated Agreement if disciplinary action is
134 recommended or imposed on the unit member as a result of a
135 complaint.

136 4.3.3 **Limits on Use of Complaints in Personnel Actions**

137 Complaints which are withdrawn, shown to be false, or not sustained by
138 the applicable complaint procedure shall neither be placed in the unit
139 member's personnel file nor be used in any evaluation, assignment or
140 disciplinary action against the unit member. No negative or unsatisfactory
141 evaluation shall be based on a complaint unless the above procedure has
142 been followed.

143 4.4 **Parental Classroom Visits**

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

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

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

159 4.5 **Harassment**

160 The District's policies and administrative regulations regarding sexual
161 harassment; equal employment opportunity; and other prohibited harassment shall
162 be posted on the District's website and shall be made available to unit members as
163 needed. The District may make changes to these policies, subject to compliance
164 with any and all bargaining obligations of the EERA.

165 4.6 **Specialized Procedures**

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

173 4.7 **IDEA, Section 504**

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

180 4.8 **Special Education Handbook**

181 The District will develop a handbook which will provide guidance regarding
182 serving students with exceptional needs. This handbook shall be made available
183 to unit members. The District will consult with the Association prior to the first
184 publication of the document, and thereafter, before any revision.

185 4.9 **Intellectual Property Rights**

186 4.9.1 All works or products created on District time or for District pay will
187 be considered the District's property, unless a written agreement
188 between the unit member and the District states otherwise. The
189 District will receive fair compensation for the approved use of District
190 property and equipment of the creation of marketable products.

191 4.9.2 Upon request, the District will provide the Association with a copy of
192 any contract with an entity providing marketing or production of
193 instructional programs/materials for the District.

194 4.9.3 Before a unit member creates any intellectual property on the District's
195 behalf outside the unit member's regular assignment, an individual
196 contract will be executed with the individual unit member. This
197 agreement will be format "A1" or "A2" (if the employee is solicited to
198 do a specific project) or "B" (if the employee presents an independent
199 product or concept not based on District curriculum). The formats for
200 these contracts are attached and incorporated into this Agreement as
201 Appendix G.

202 4.9.4 The Association will be provided a copy of each proposed contract
203 before the unit member executes the contract. The Association will
204 have the right to represent the unit member in these discussions, and
205 will also have the right to represent the entire unit's interests regarding
206 the pay provisions or other working conditions.

207 4.9.5 The terms and conditions for work undertaken prior to the date of this
208 Agreement will be completed under the terms agreed to at the outset of
209 that work. But all work currently conducted either by the District or
210 by a contracting entity on the District's behalf, will be converted to the
211 above contractual format as soon as administratively feasible.

212

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 (1/10th) 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 I, 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 Human Resources. 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 the
389 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.

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 **2017-2018 Salary Schedule Increase**

478 Effective July 1, 2017, all salary schedules for the 2017-2018 year shall be
479 increased by five percent (5%) over the 2016-2017 salary schedules. The “2017-
480 2018 Regular Salary Schedule” is attached to this Agreement as Appendix C1.
481 The 2017-2018 Psychologist Salary is attached to this Agreement as Appendix
482 C3, which also reflects the additional salary payments required by Sections 9.
483 9.13.1 and 9.13.2.

484 Notwithstanding the 2017-2018 Regular Salary Schedule that is attached as
485 Appendix C1, unit members who were placed at any of steps 4 to 11 of Column E
486 on April 1, 2016, shall continue to be “y-rated” and paid according to the “2017-
487 2018 Y- Rated Salary Schedule” that is attached to this Agreement as Appendix
488 C2.

489 9.2 **2018-2019 Salary Schedule Increase**

490 Effective July 1, 2018, all salary schedules for the 2018-2019 year shall be
491 increased by two and one-half percent (2.5%) over the 2017-2018 salary schedule.
492 This “2018-2019 Regular Salary Schedule” is attached to this Agreement as
493 Appendix C4. The 2018-2019 Psychologist Salary Schedule is attached to this
494 Agreement as Appendix C6, which also reflects the additional salary payments
495 required by Sections 9.13.1 and 9.13.2.

496 Notwithstanding the 2018-2019 Regular Salary Schedule that is attached as
497 Appendix C4, unit members who were placed at any of steps 4 to 11 of Column E
498 on April 1, 2016, shall continue to be “y-rated” and paid according to the “2018-
499 2019 Y-Rated Salary Schedule” that is attached to this Agreement as
500 Appendix C5.

501 9.3 **2017-2018, 2018-2019 and 2019-2020 Per Diem Two (2) Days**

502 For the 2017-2018, 2018-19, and 2019-2020 years only, the work year for unit
503 members who are assigned to a 183 or 184 day work year (pursuant to Article
504 14.8.1 and 14.8.6) shall be increased by two (2) days, and unit members shall be
505 paid at the per diem rate for each of the two additional work days pursuant to
506 Article 14.8.2. Beginning July 1, 2020, the work year shall return to 183/184
507 work days and the unit members’ salary will reflect that change according to
508 Article 14.8.2.

509 9.4 **Experience Movement**

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

512 9.5 **Initial Salary Schedule Placement**

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

518 9.6 **Rate for Hourly Work**

519 The District will pay for authorized extra duties and responsibilities at the
520 compensation rate calculated as $(.000836) \times \text{Step 1, Column C}$ of the salary
521 schedule. The extra duties and responsibilities include the following: Welcome
522 Everybody Program (W.E.B.), Homework Center, and Supplemental Instruction,
523 and other duties authorized by the District for supplemental pay.

524 9.7 **Professional Growth**

525 9.7.1 Professional employees are encouraged to pursue a Professional
526 Growth Program composed of (a) graduate study for advanced
527 degrees, or (b) a selection of upper division and graduate level courses
528 designed to improve teaching ability, or (c) lower division courses in
529 Math, Science, Computers, and Foreign Language, or courses
530 approved in advance by the Superintendent or Designee. Salary
531 schedule and professional growth movement regulations are delineated
532 in Article 9.21 of this Agreement.

533 9.7.2 No unit member may move from one class to another on the salary
534 schedule unless course work units are earned at an accredited
535 university or college and the unit member complies with the other
536 provisions contained in the Salary Schedule. The unit member should
537 contact the Human Resources Officer if the unit member has any
538 questions regarding whether specific courses qualify for credit toward
539 class movement prior to taking the course. Unit members are
540 encouraged to submit all professional growth units regardless of their
541 placement on the salary schedule.

542 9.8 **Master Stipend**

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

545 9.9 **Doctorate Stipend**

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

548 9.10 **ELD Compensation**

549 Unit members who have not passed the certification for ELD, or who do not
550 qualify for the first column of the schedule (BA + 30), shall receive 98.35% of the
551 appropriate salary listed on the salary schedule. Effective July 1, 2016, this
552 Section 9.10 shall not apply to unit members assigned to the following
553 classification: Psychologist, Speech Language Pathologist, Social Worker, Nurse,
554 or School Counselor.

555 9.11 **National Board Certification Compensation**

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

558 9.12 **Teacher Advisors/Instruction Coaches and Librarians**

559 Unit members assigned to serve as Teacher Advisors/Instructional Coaches or
560 Librarians on or before September 1, 2017 shall receive an additional ten percent
561 (10%) of their placement on the Salary Schedule. This additional pay shall not be
562 provided to unit members initially assigned to serve as Teacher
563 Advisors/Instructional Coaches or Librarians after September 1, 2017.

564 9.13 **Program Specialists**

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

567 9.14 **Psychologists**

568 9.14.1 **Increased Salary Schedule**

569 Unit members employed as Psychologists receive an additional ten percent
570 (10%) of their placement of the regular unit member's Salary Schedule
571 which is reflected in the Psychologists' Salary Schedule attached as
572 Appendix C3 and Appendix C6.

573 9.14.2 **Stipend**

574 In addition to the salary schedule payments described in Section 9.14.1,
575 unit members assigned as Psychologists shall receive a \$5,000 annual
576 stipend.

577 9.15 **RSP/SDC/Adaptive PE/Counselor/School Social Worker Stipend**

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

580 Unit members assigned as RSP or SDC teachers shall receive an annual stipend of
581 \$2,000 per year.

582 9.16 **Speech Language Pathologist Stipends**

583 Unit members assigned as Speech Language Pathologists shall receive an annual
584 stipend of \$4,000 per year.

585 9.17 **Intern Support Stipends**

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

588 9.17.1 Unit members assigned as Psychologists shall be paid a stipend for
589 providing support to psychologist interns (up to maximum of three
590 interns) under the psychologist internship program.

591 9.17.2 Unit members assigned as Speech Language Pathologists shall be paid a
592 stipend for providing support to SLP interns (up to a maximum of three
593 interns) under the SLP internship program.

594 9.17.3 The stipend provided to psychologists and SLPs pursuant to this Section
595 9.17 shall be \$1,000 for the first intern, and \$500 for each additional
596 intern up to a maximum of three interns (\$2,000).

597 9.18 **Special Activities Stipends**

598 The following stipends shall be paid to unit members assigned to perform the
599 duties listed below (unless otherwise indicated, each listed stipend is an annual
600 stipend):

601 9.18.1 State Test Coordinator: \$500;

602 9.18.2 Gifted and Talented Education (GATE) Coordinator: \$500;

603 9.18.3 English Language Development (ELD) Coordinator: \$500;

604 9.18.4 Middle School Extracurricular Sports Coaches: \$1,000 per season per
605 sport;

606 9.18.5 AVID Director: \$1,500;

607 9.18.6 Middle School Activities Director: \$1,500;

608 9.18.7 Middle School Athletic Director: \$2,500;

609 9.18.8 Site Technology Lead: \$1,000; and

610 9.18.9 Unit members assigned to accompany students on overnight education
611 trips (e.g. science camp) and unit members required to accompany
612 students on performances requiring an overnight stay: \$150 per night

613 9.19 **Unit Members Assigned to Work More Than the Basic Work Year**

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

619 9.20 **Scholarship Grants**

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

628 9.21 **Professional Growth Program**

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

631 9.21.1 Graduate study for advanced degrees,

632 9.21.2 A selection of upper-division and graduate-level courses designed to
633 improve teaching ability, or

634 9.21.3 Lower-division courses in mathematics, science, computers, and foreign
635 language, or courses approved in advance by the superintendent or
636 designee.

637 9.21.4 No unit member may move from one column to another on the salary
638 schedule unless course work units are earned at a C/Pass grade or better
639 from an accredited university or college. If the unit member has any
640 questions regarding whether specific courses qualify for credit toward
641 column movement, the unit member should contact the Human
642 Resources Department, prior to taking the course.

643 9.21.5 Official transcripts must be on file in the Human Resources Department
644 to verify column placement, and no change in salary may be approved
645 before transcripts are received. Transcripts received by November 1
646 may apply toward current year's placement and salary will be adjusted
647 to the beginning of the school term. Transcripts received after
648 November 1, but before March 1, may apply toward current year's
649 placement and salary will be adjusted to date the units were completed,
650 but not earlier than the beginning of the school year. Transcripts

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received on or after March 1 will be recognized for column placement
the following year.

653 **ARTICLE 10: FRINGE BENEFITS**

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

656 10.1 **Medical Premiums**

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

664 10.1.1 **District Basic Contribution for Medical Premiums**

665 California Government Code Section 22892 requires the District to
666 contribute a minimum monthly amount per eligible full-time unit
667 member for an approved CalPERS health plan option, and this
668 required District Basic Contribution amount increases annually. The
669 District will contribute the amount required by Government Code
670 Section 22892, and this amount shall be the District's Basic employee
671 only medical benefits contribution. This basic contribution is required
672 only to the extent that it is mandated by law and only as long as the
673 District participates in the PEMHCA plan.

674 10.1.2 **District Supplemental Benefits Contribution for Medical**
675 **Premiums**

676 10.1.2.1 Beginning April 1, 2016, the District will provide to each
677 eligible full-time unit member a supplemental monthly
678 contribution toward the costs of the medical plans that,
679 when added to the District Basic Contribution in Section
680 10.1.1 will not exceed the following monthly amounts:

681 10.1.2.1.1 For unit members enrolled in employee only
682 medical benefits plans: \$646.

683 10.1.2.1.2 For unit members enrolled in two-party
684 medical benefits plans: \$1,337.

685 10.1.2.1.3 For unit members enrolled in family medical
686 benefits plans \$1,706.

687 10.1.2.2 Beginning the first day of the month in 2018 after the
688 Board of Education approves and CTAB ratifies this
689 revised Agreement, the District will provide to each

690 eligible full-time unit member a supplemental monthly
691 contribution toward the costs of the medical plans that,
692 when added to the District Basic Contribution in
693 Section 10.1.1, will not exceed the following monthly
694 amounts:

695 10.1.2.2.1 For unit members enrolled in employee only
696 medical benefits plans: \$675.

697 10.1.2.2.2 For unit members enrolled in two-party
698 medical benefits plans: \$1,400.

699 10.1.2.2.3 For unit members enrolled in family medical
700 benefits plans \$1,785.

701 10.1.2.3 If both spouses are unit members, any employee
702 contribution to medical premiums up to the full Kaiser
703 family premium will be paid by the District.

704 10.2 **Domestic Partners**

705 10.2.1 Domestic partners will be covered by the District's fringe benefit plans
706 to the extent that the District's carriers provide such coverage.

707 10.2.2 The District will provide health benefits for qualified domestic
708 partners of bargaining unit members to the same extent, and subject to
709 the same terms and conditions, as health benefits are available to
710 dependents of unit members under this Agreement. This coverage is
711 conditioned upon the domestic partner meeting all the criteria of
712 California Family Code Section 297, and upon the unit member
713 presenting the District with proof that a valid declaration of domestic
714 partnership has been filed pursuant to the above Family Code Section
715 or with any local agency registering domestic partnerships.

716 10.3 **Dental and Vision Premiums**

717 Due to plan requirements, unit members assigned to work 0.5 FTE or more are
718 required to participate in the District's dental and vision insurance plans. Until
719 the Joint Powers Authority (JPA) through which the District secures its dental
720 insurance moves away from the composite rate and into a tiered dental insurance
721 premium plan, the District will pay the cost of the dental and vision insurance
722 premiums, up to the combined total of the Delta Dental composite rate, and the
723 Vision Services composite rate. Effective on the date that the JPA moves to the
724 tiered dental insurance plan, the District will pay, for each full-time unit member,
725 the full cost of vision insurance premiums and the cost of the dental insurance
726 premiums in an amount up to the full cost of premiums for the JPA's Delta Dental
727 "High Plan" for the tier in which the unit member is enrolled (single/two-
728 party/family) as authorized by the JPA. Unit members may elect to enroll in the
729 Delta Dental "Premium Plan," to the extent and under the conditions allowed by

730 the plan provider, and shall be responsible to pay any premium cost above the
731 “High Plan” premiums for the tier in which the unit member is enrolled. Any
732 additional premium costs shall be deducted from the unit members’ paychecks.

733 10.4 **Part-Time Unit Members**

734 The District’s medical, dental, and vision premium contributions for part-time
735 unit members shall be prorated based on the ratio of the time employed compared
736 to a full-time unit member in the same job classification. Due to plan
737 requirements, eligibility for the District’s medical, dental, and vision plans is
738 limited to unit members assigned to work at least 0.5 FTE.

739 10.5 **Section 125 Plan**

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

741 10.6 **Purchase Option for Retirees**

742 Unit members who have retired from District service may buy the District Health
743 and Welfare Program at the retiree’s own cost; provided the insurance carriers
744 permit the retirees to do so and the retirees satisfy the insurance carrier’s
745 eligibility requirements.

746 **ARTICLE 11: SUMMER SCHOOL**

747 11.1 **Summer School Notification**

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

750 11.1.1 The District shall notify the Association of the plan to provide
751 Summer School.

752 11.1.2 The Association shall have the opportunity to provide input into the
753 Summer School Program to be offered to meet student needs as
754 determined by the District.

755 11.2 **Organizational and Curriculum Structure**

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

761 11.3 **Summer School Pay Rate**

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

768 11.4 **Summer School Sick Leave**

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

772 11.5 **Staff Selection Criteria**

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

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

784 11.6 **Written Expectations**

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

789 **ARTICLE 12: ASSIGNMENT, TRANSFER, AND FILLING**
790 **OF VACANCIES**

791 12.1 **General Provisions for Assignment and Transfer**

792 12.1.1 For purposes of this Article 12, the following definitions shall apply:

- 793 • A “transfer” is the change in a unit member’s work location from
794 one school or work site to another school or work site within the
795 District.
796 • A “vacancy” is any unfilled position in the CTAB-represented
797 certificated bargaining unit that the District intends to fill;

798 12.1.2 Insofar as conditions permit, the District shall make specific school
799 and grade level assignments in accordance with the following timeline:

- 800 • **By March 1:** Unit members notify the District of their desire to
801 change assignments. Unit members will be assumed to prefer their
802 current assignments at the school site unless they notify the site
803 administrator of a desire to change assignments (See Section
804 12.2.3.)
805 • **By March 15:** Site administrators provide preliminary
806 assignments of unit members assigned to their schools. (See
807 Sections 12.2 and 12.3.)
808 • **By March 15:** Site administrators notify the Human Resources
809 Office of remaining vacancies at their sites. (See Section 12.4.)
810 • **By March 25:** The Human Resources Office communicates to
811 unit members a list of known vacant positions for the following
812 year. (See Section 12.4.1.)
813 • **By April 1:** Unit members request voluntary transfers by April 1
814 by submitting written request to the Human Resources Office on
815 forms provided for this purpose. (See Section 12.5.)
816 • Human Resources Office notifies unit members within 10 working
817 days of requesting a transfer regarding the request for placement
818 into existing vacancies. (See Section 12.5.1.)
819 • **By May 1:** The District notifies each unit member of the known
820 school and grade level assignments as of May 1 (subject to change
821 as provided in this Article 12).
822 • **By June 1:** Site administrators notify unit members of involuntary
823 site-initialed transfers. (See Section 12.7.1.)
824 • Unit members are notified of transfers due to school closure within
825 15 days of the decision to close the school. (See Section 12.8.1.)
826 • Superintendent initiated transfers and involuntary transfers due to
827 reduced enrollment may occur at any time with prior notice. (See
828 Sections 12.6 and 12.7.2.)

- 829 12.1.3 The District shall notify unit members of any known vacancies for the
830 following school year that occur before July 15 each year. The
831 District shall provide this notice by posting on its personnel
832 information system (e.g. currently EdJoin) and sending an email notice
833 to unit members at their District email addresses. Unit members who
834 wish to apply for the vacancy shall notify the District in writing (email
835 is sufficient) of their interest in the vacant position either through the
836 previously submitted transfer request form identifying interest in the
837 particular position or grade level submitted pursuant to Section 12.5.1,
838 or by submitting a request for transfer or reassignment within two (2)
839 workdays of the date of notice of the vacancy. For purposes of this
840 Section 12.1.2 only, a workday is defined as a day the District office is
841 open.
- 842 12.1.4 The District shall post on its personnel information system (e.g.
843 currently EdJoin) and notify unit members by email of vacancies
844 occurring after July 15 each year.
- 845 12.1.5 In the case of bargaining unit members who transfer for any reason,
846 the District shall provide transportation and personnel to move
847 classroom/learning materials to the new school site. In the case of
848 involuntary transfer or an involuntary move to a new classroom within
849 a school site, in order to inventory, pack, and move teacher property
850 and authorized school property, teachers will be paid at the hourly rate
851 for work authorized to be performed on weekends or non-school days
852 and after the last bell ending the regular school day for all students, up
853 to a maximum of twenty (20) hours. All administratively initiated
854 moves within school sites and to other school sites will be paid by the
855 District.
- 856 12.1.6 The District will provide unit members with formalized written
857 channels whereby all personnel may express their interest regarding
858 transfers as set forth in this Article 12.
- 859 12.1.7 Nothing in Article 12 shall be implemented in a manner inconsistent
860 with the requirements of Education Code Section 35036. (Copy
861 attached as Appendix J.)
- 862 12.1.8 Notwithstanding any provisions of this Article, the site administrator
863 of any school ranked in deciles 1 to 3 inclusive on the Academic
864 Performance Index may refuse to accept a teacher who applies for a
865 transfer to a vacancy in the site administrator's school.
- 866 12.1.9 Nothing in this Article limits the Governing Board's authority to make
867 transfers, assignments, and reassignments pursuant to Education Code
868 44955.

869 12.2 **Assignment of Unit Members**

870 12.2.1 Unit members shall not be assigned arbitrarily or capriciously.

871 12.2.2 Unit members new to the District shall receive assignment from the
872 Human Resources Office. All other unit members will be assigned
873 annually by the site administrator or the appropriate supervisor.

874 12.2.3 A unit member will be assumed to prefer his/her current assignment at
875 the school site unless that unit member notifies the site administrator
876 of a desire to change assignment. This interest in change of
877 assignment must be submitted by March 1.

878 12.2.4 By March 15 the site administrator shall provide all unit members with
879 their preliminary assignments for the following school year.

880 12.3 **Reassignment**

881 12.3.1 Subsections 12.3.2, 12.3.4, 12.3.5, 12.3.6, 12.3.7, 12.3.8 and 12.3.9
882 shall not apply to unit members assigned to middle schools. Only
883 subsection 12.3.3 of section 12.3 (Reassignment) applies to middle
884 schools.

885 12.3.2 Definition for elementary schools only: Reassignment is the change of
886 assignment within the same elementary school building or site. At the
887 elementary school level, unit members serving as regular education
888 classroom teachers are assigned to a particular grade level(s).

889 12.3.3 Unit members requesting reassignment within a school shall be given
890 priority placement into open assignments within the school before
891 outside voluntary transferees are considered. In all instances, for the
892 purposes of selection between two or more unit members with the
893 required credential for a vacant position, all factors being equal, the
894 more senior member will be selected. In the determination of equality
895 between two or more unit members who have requested reassignment,
896 the site staff shall consider: special program needs, the applicant's
897 special training, academic preparation, and experience of each unit
898 member.

899 12.3.4 The District shall not reassign unit members for arbitrary or capricious
900 reasons.

901 12.3.5 At the written request of the unit member, the District shall provide the
902 reasons for the reassignment in writing.

903 12.3.6 Except when the needs of the District require it or the unit member
904 requests a change in assignment, a unit member in an elementary
905 school assignment will not be subject to reassignment more often than
906 once in two consecutive school years. Assignments to and from
907 combination classes at the elementary school level are governed by
908 subsection 12.3.8. (See also subsection 12.3.8 regarding combination
909 classes.)

910 12.3.7 Whenever possible, a unit member shall be given at least ten working
911 days' notice of a reassignment.

912 12.3.8 A unit member reassigned during the school year (i.e. after the student
913 school year has begun) shall be allowed at least three (3) days of
914 release time for the purpose of preparing for the new assignment. The
915 unit member shall receive assistance in moving materials, or shall
916 receive hourly pay for authorized time spent moving as specified in
917 12.1.3.

918 12.3.9 Elementary school site administrators will discuss the assignment of
919 regular education combination classes with certificated staff before
920 making such assignments. Elementary school site administrators will
921 seek volunteers to teach combination classes before making decisions
922 to assign unit members to teach combination classes. Elementary
923 school site administrators shall consider volunteers to teach
924 combination classes before making assignments to combination
925 classes, but shall not be required to select the volunteer. Unless the
926 needs of the District and students call for it, probationary unit
927 members will generally not be assigned to teach elementary school
928 combination classes. An elementary school unit member assigned to
929 teach a combination class pursuant to this subsection who requests a
930 change in assignment to a single grade pursuant to subsection 12.2.3
931 shall be reassigned to a single grade in the following school year if at
932 all possible. This subsection 12.3.9 does not apply to special
933 education classes containing students from more than one grade level
934 or age level.

935 12.4 **Transfer Between School Sites**

936 12.4.1 Site administrators shall notify the Human Resources Office by March
937 15 of vacant positions at their school sites remaining after assignments
938 are made. The Human Resources Office shall communicate to all
939 certificated unit members a list of known vacant positions for the
940 following school year by March 25 of each school year. A
941 Certificated Request for Transfer Form will be included with this
942 communication. The District shall consider placement of unit
943 members in vacant positions in the following order: individuals
944 transferred due to school closure or reduced enrollment (Section 12.6
945 and/or 12.8); individuals subject to involuntary transfer (Section 12.7);

946 individuals who seek reassignment to open positions in their own
947 school site (Section 12.3.3); and individuals who seek voluntary
948 transfers (Section 12.5).

949 12.4.2 Unit members shall not be transferred arbitrarily or capriciously.

950 12.5 **Voluntary Transfer Between School Sites**

951 12.5.1 Unit member requests for transfer between schools shall be in writing
952 on forms obtained from the Human Resources Office. Such requests
953 must be submitted to the Human Resources Office by April 1. The
954 Human Resources office will provide a copy of the form to the site
955 administrator where the vacancy exists. These requests shall include
956 the school, the grade and/or subject to which the teacher desires to be
957 assigned. A unit member requesting a transfer shall be notified by the
958 Human Resources Office within 10 working days of the request
959 regarding the request for placement into vacancies existing at the time
960 the transfer request was made.

961 12.5.2 It shall be the responsibility of the Human Resources Office to process
962 all transfer requests. In determining which teacher shall be transferred,
963 the Human Resources Office shall give consideration to any special
964 program needs, and the applicant's special training, professional skills,
965 academic preparation, experience in the grade level of vacancy,
966 experience in related fields and length of service in the District.

967 12.5.3 In all instances, for the purposes of selection between two or more unit
968 members, with the required credential for a vacant position, all factors
969 being equal, the District shall select the more senior member if the
970 selection decision is made on or before April 15 for the following
971 school year. As required by Education Code Section 35036, after
972 April 15, the seniority priority described in this subsection shall not
973 apply. In the determination of equality between two or more unit
974 members who have applied for an open position, the District shall
975 consider: special program needs, the applicant's special training,
976 academic preparation, experience, competencies, past evaluations, and
977 advanced degrees of each unit member.

978 12.5.4. The Human Resources Officer shall provide unit members requesting
979 a transfer from one school to another with a written statement
980 regarding the status of their request within ten (10) working days after
981 receipt of the transfer request. Written notice will also be given upon
982 final decision.

983 12.5.5 In those cases where the needs of the District make it necessary to
984 deny the request of the unit member, it shall be the responsibility of
985 the Superintendent or his/her designee to make the reasons for such
986 denial clear to the unit member requesting transfer. At the unit

987 member's written request, the District shall provide the reasons for the
988 denial in writing.

989 12.5.6 A permanent unit member's request for transfer to another school shall
990 have first consideration over newly employed certificated personnel,
991 unless the selection decision is made after April 15 for the following
992 school year, in which case this consideration priority shall not apply.

993 12.6 **Involuntary Transfer Due to Reduced Enrollment**

994 12.6.1 In those cases where transfer or reassignment is necessary, during the
995 school year, it shall be the District's policy to: (1) give first
996 consideration to voluntary transfers or reassignment, (2) seek such
997 changes through consultation with individuals requested to transfer or
998 be reassigned, (3) provide ample time to make necessary arrangements
999 for such transfer or reassignment, and (4) in the case of involuntary
1000 transfer, the site administrator shall first seek volunteers. If no
1001 volunteers are found, the site administrator must select the least senior
1002 unit member (based on the District's Certificated Seniority List).

1003 12.6.2 The Human Resources Officer shall provide a unit member transferred
1004 under this policy with a listing of current openings in the District and
1005 make reasonable effort to find a satisfactory reassignment similar to
1006 the one vacated.

1007 12.6.3 In no event shall transfer or reassignment of a certificated unit member
1008 be initiated, prior to a conference with the unit member being
1009 transferred. No information regarding the decision to transfer or
1010 reassign shall be publicized prior to a conference with the unit
1011 member.

1012 12.7 **Involuntary Transfers**

1013 12.7.1 **Site Administrator Initiated Transfer**

1014 12.7.1.1 The site administrator may request the transfer of a unit
1015 member. Such a request shall be initiated with a
1016 conference between the unit member and site administrator.

1017 12.7.1.2 The unit member may be accompanied by a representative.
1018 This conference and notification must take place by June 1.

1019 12.7.1.3 The following criteria must be used in determining a
1020 decision to administratively transfer a unit member: (1)
1021 warning with documentation of behavior; and (2)
1022 intervention(s) with documentation. These steps must be
1023 taken prior to notifying a unit member of administrative
1024 transfer.

1025 12.7.1.4 The conference shall be summarized in writing by the site
1026 administrator with copies sent to the unit member, the
1027 representative, and the Superintendent or designee.

1028 12.7.1.5 A unit member being considered for an administrative
1029 transfer may request a conference with the Superintendent
1030 or designee within five (5) working days following the site
1031 administrator/unit member conference.

1032 12.7.1.6 In the event of an egregious act(s) by a unit member, a site
1033 administrator may recommend an immediate involuntary
1034 transfer. The transfer may be implemented only after
1035 review by the Association and District. This review will
1036 take place within five (5) working days of the site
1037 administrator's recommendation.

1038 12.7.2 **Superintendent Initiated Transfer**

1039 The Superintendent or designee may transfer a unit member from one
1040 position to another, for which the unit member is qualified, within the
1041 District, when the Superintendent concludes that such a transfer is in
1042 the best interest of the District. Unit members being transferred may
1043 apply for any vacant position.

1044 12.8 **Transfer Due to School Closure**

1045 The Human Resources Officer and the site administrator(s) of the school(s) to be
1046 closed shall meet with the President of the California Teachers Association of
1047 Berryessa and a teacher representative from each school to be closed prior to the
1048 end of any school year in which a school(s) is/are to be closed to determine
1049 whether special circumstances exist which require the following criteria to be
1050 changed. If the parties can agree on the needed changes or additions, those
1051 changes shall be implemented for that year only.

1052 12.8.1 **Criteria for Transferring Unit Members Due to School Closure**

1053 In transferring unit members due to school closure, consideration will
1054 be given to the following criteria:

1055 12.8.1.1 The individual desires of the unit member as indicated on
1056 the request for transfer form.

1057 12.8.1.2 The unit member's professional training and skills, and
1058 length of service in the District

1059 12.8.1.3 As positions become available in the District, affected unit
1060 members will be informed of those positions and will be
1061 given first choice. In addition, they will receive priority in
1062 terms of placement at schools receiving their students.
1063 Efforts will be made to confirm their new assignments for
1064 the coming school year prior to the last day of school.

1075 **ARTICLE 13: CLASS SIZE**

1076 The changes to this Article 13 made in settlement of 2017-2018 negotiations shall be
1077 effective on the first day of the month after the District governing board and CTAB have
1078 approved the revised agreement.

1079 13.1 **Staffing**

1080 13.1.1 Staff will be assigned according to regular staffing ratios that shall not
1081 exceed for following:

1082 13.1.1.1 24:1 at TK-3 level;

1083 13.1.1.2 30.5:1 at grades 4-5 level; and

1084 13.1.1.3 32:1 at the middle school.

1085 13.1.2 **Staffing Ratio Calculation**

1086 13.1.2.1 **Grade TK-3**

1087 For purposes of determining the grade TK-3 staffing ratio,
1088 divide the total enrollment at the school in grades TK-3 by
1089 24. The resulting quotient represents the number of
1090 teachers necessary to maintain the 24:1 staffing ratio. If the
1091 quotient is not a whole number, it will be rounded up if any
1092 fractional amount is equal to or greater than 0.5, and
1093 rounded down if any fractional amount is less than 0.5.
1094 The 24:1 staffing ratio will be deemed met if the school's
1095 total TK-3 enrollment at the school divided by the number
1096 of teachers assigned to teach grades TK-3 is 24.49 or less.

1097 13.1.2.2 **Grade 4-5**

1098 For purposes of determining the grade 4-5 staffing ratio,
1099 divide the total enrollment at the school in grades 4-5 by
1100 30.5. The resulting quotient represents the number of
1101 teachers necessary to maintain the 30.5:1 staffing ratio at
1102 the school. If the quotient is not a whole number, it will be
1103 rounded up if any fractional amount is equal to or greater
1104 than 0.5, and rounded down if any fractional amount is less
1105 than 0.5. The 30.5:1 staffing ratio will be deemed met if
1106 the school's total grade level enrollment in grades 4-5
1107 divided by the number of teachers assigned to teach those
1108 grades is 30.49 or less.

1109 13.1.2.3 **Grade 6-8**

1110 For purposes of determining the grade 6-8 staffing ratios,
1111 divide the total enrollment at the school in grades 6-8 by
1112 32. The resulting quotient represents the number of
1113 teachers necessary to maintain the 32:1 staffing ratio at the
1114 school. If the quotient is not a whole number, it will be
1115 rounded up if any fractional amount is equal to or greater
1116 than 0.5, and rounded down if any fractional amount is less
1117 than 0.5. The 32:1 staffing ratio will be deemed met if the
1118 school’s total grade level enrollment in grades 6-8 divided
1119 by the number of teachers assigned to teach those grades is
1120 32.49 or less.

1121 13.1.3 **Grade TK-3 Alternative Staffing Ratio**

1122 Pursuant to Education Code Section 42238.02 (d) (3), the parties agree
1123 to an alternative annual average class enrollment requirement for each
1124 school site in grades TK-3, including Transitional Kindergarten, as set
1125 forth in this Section 13.1.3. The regular TK-3 staffing ratio defined in
1126 Section 13.1.1.1 may be exceeded at a school site if the District makes
1127 the class size payments required by Sections 13.2.5.1 and 13.2.5.2.
1128 The alternative annual average class enrollment authorized by this
1129 Section 13.1.3 shall not be more than two (2) students above the
1130 regular TK-3 staffing ratio set forth in Section 13.1.1.1 (i.e., no more
1131 than 26:1).

1132 Within fifteen (15) days of the District’s request, CTAB agrees to
1133 reopen negotiations on the TK-3 alternative ratio if any audit
1134 guidelines, regulations issued by the State Board, or directives from
1135 the State Department of Education or State Controller’s office are
1136 issued that are inconsistent with the language set forth in this Article
1137 13.

1138 13.1.4 For the purpose of staffing at the beginning of the school year, as soon
1139 as the average regular class size in a school exceeds the staffing ratio
1140 per school, the principal shall contact the District Office and determine
1141 what action can be taken to accommodate the excess of students in the
1142 school. The District will take action as soon as practicable, and in no
1143 instance later than 20 school days from the beginning of the school
1144 year. The required action shall include, but need not be limited to the
1145 overload provisions of Section 13.2 below.

1146 13.1.5 At the middle school, different strategies may be employed to maintain
1147 the 32:1 ratio, including allowing existing staff to teach extra sections,
1148 up to a maximum of ten (10) sections at each middle school.

1149 13.1.5.1 Teachers who agree to teach an extra period shall receive
1150 compensation based on the following formula: base salary
1151 $x .167/180 =$ rate per section per day which will not be
1152 creditable to the STRS Defined Benefits Plan, but may be
1153 credited to the STRS Supplemental Plan. If the period
1154 occurs during the periods 1-6, teachers shall be required to
1155 extend their school day by one period. Teachers electing
1156 this option shall conform to Article 14.4.

1157 13.1.5.2 The site administrator and school staff will determine
1158 variations in class size according to program needs.

1159 13.1.5.3 Special Education staff shall not be included in determining
1160 student ratio.

1161 13.2 **Class Size Overage Payments**

1162 13.2.1 **Grade TK-3 Class Size Overage Payments**

1163 Unit members assigned as classroom teachers in grades TK-3, shall be
1164 paid \$7 per student per day for each student in excess of 24 students in
1165 the class.

1166 13.2.2 **Grades 4-5 Class Size Overage Payments**

1167 Unit members assigned as classroom teachers in grades 4-5, shall be
1168 paid \$7 per student per day for each student in excess of 31 students in
1169 the class.

1170 13.2.3 **Combination Class Calculation:**

1171 For purposes of calculating staffing ratios and class size payments at
1172 elementary schools, a combination class shall be counted as part of the
1173 lowest grade level in the combination (e.g., a grade 3/4 combination
1174 will be counted as a grade 3 class).

1175 13.2.4 **Middle School Grade-Level Staffing/Class Size Penalty**

1176 The District will provide class size payments in middle schools to any
1177 teacher when the total number of students enrolled in the teacher's
1178 classes exceeds the following numbers:

1179 - 160 students in required core classes in math, science, English
1180 language arts, social sciences, and any English Language Development
1181 classes in these required core subjects;

1182 - 180 students in physical education classes;

1183 - 170 students in elective classes other than music;

- 1184 - 210 students in music classes.
- 1185 The middle school class size payment shall be \$2 per day per student
1186 in excess of the number of students listed above. The student
1187 thresholds listed above shall be prorated if the teacher is assigned to
1188 teach classes in more than one of the subject areas listed above.
- 1189 13.2.5 **General Class Size Payment**
- 1190 13.2.5.1 The District will endeavor to balance class enrollments at
1191 grade levels at each school to the extent such balancing is
1192 reasonably practicable and meets the needs of the District
1193 and students' instructional needs.
- 1194 13.2.5.2 No class size payments shall be assessed during the first
1195 attendance accounting period of each school year. (This
1196 does not apply to SDC class size payments required under
1197 Section 13.3.5 which begins on the first day of school.)
1198 Attendance accounting periods are approximately 20
1199 student instructional days.
- 1200 13.2.5.3 Class size overage payments will be calculated on a daily
1201 basis, and included on the end of month pay warrant for the
1202 month during which the overage occurs, or the immediately
1203 following month.
- 1204 13.2.5.4 All class size payments shall be prorated for part-time
1205 teachers.
- 1206 13.3 **Provisions for Special Education Teachers**
- 1207 13.3.1 The District will follow the caseload limits for Resource Specialist as
1208 set forth in Education Code 56362 (28).
- 1209 13.3.2 The District will follow the instructional adult to child ratios for 3-5-
1210 year-olds to the extent required by Education Code 56441.5 (1 to 5).
- 1211 13.3.3 K-8 Speech Language Pathologists (SLP) therapists shall have a
1212 caseload not to exceed 55 unless Education Code 56363.3 is revised.
1213 The caseload shall not exceed the number specified in the Education
1214 Code.
- 1215 13.3.4 Speech Language Pathologist (SLPs) who serve 3-5-year-olds shall
1216 have a caseload not to exceed 40 unless Education Code 56441.7 is
1217 revised. The caseload shall not exceed the number specified in the
1218 Education Code.

1238 **ARTICLE 14: HOURS, RESPONSIBILITIES, WORK**
1239 **YEAR**

1240 14.1 **Work Day and Responsibilities**

1241 14.1.1 Unit members shall be at their respective work sites at least one-half
1242 (1/2) hour prior to their first scheduled class of the student day.

1243 14.1.2 The school day for students is set forth in Section 14.11. The regular
1244 student contact day for a classroom teacher will be a minimum of:

1245 14.1.2.1 280 minutes TK-3

1246 14.1.2.2 300 minutes 4-5

1247 14.1.2.3 260 minutes 6-8

1248 14.1.3 In addition, unit members are responsible for the following:

1249 14.1.3.1 Implementing the classroom instructional program with
1250 students;

1251 14.1.3.2 Planning for the implementation of the classroom
1252 instructional program;

1253 14.1.3.3 Planning and implementing extracurricular activities for
1254 students;

1255 14.1.3.4 Supervising the conduct and providing for the safety of
1256 children using the playground or building, including yard
1257 duty;

1258 14.1.3.5 Reporting to parents and students on student progress;

1259 14.1.3.6 Participating in groups and activities that include District
1260 parents and staff working jointly for the improvement of
1261 the educational program;

1262 14.1.3.7 Participating in Back-to-School and Open House;

1263 14.1.3.8 Fulfilling other assigned activities when provided release
1264 time from normal instructional activities, and

1265 14.1.3.9 Adjunct duties as defined in Section 14.2 below.

1266 14.2 **Adjunct Duties**

1267 14.2.1 Adjunct duties are part of a unit member's required responsibilities,
1268 are divided into District and Site requirements, and are not
1269 compensated with additional pay.

1270 14.2.2 Required District-wide adjunct duties include, but are not limited to,
1271 department leadership, site council membership, and leadership team.

1272 14.2.3 Required Site adjunct duties will consist of those duties that are
1273 decided by the staff in collaboration with the site administrator.

1274 14.2.4 The leadership team at each site in collaboration with the site
1275 administrator will annually determine the fair and equitable
1276 distribution of adjunct duties.

1277 14.2.5 In determining the distribution of adjunct duties, the leadership team
1278 and site administrator shall consider the additional workload
1279 associated with special education unit members' regular professional
1280 responsibilities and make appropriate adjustments. Such adjustments
1281 may include a decision not to assign adjunct duties to special
1282 education unit members.

1283 14.2.6 Special education teachers who have not attained permanent status will
1284 not be required to perform adjunct duties.

1285 14.3 **Lunch Period**

1286 All unit members shall be entitled to a minimum duty-free lunch period of thirty
1287 (30) minutes per day.

1288 14.4 **Preparation Periods and School Schedule**

1289 14.4.1 The middle school schedule shall include:

1290 14.4.1.1 A 6-period day schedule including 5 instructional periods
1291 and 1 period set aside exclusively for teacher preparation
1292 and planning.

1293 14.4.1.2 In addition to (1) above, 1 homeroom/advisory period shall
1294 be included in the middle school schedules.

1295 14.4.2 Elementary special day class and middle school RSP/SDC teachers
1296 shall receive the equivalent of six (6) days per year of release time
1297 (can be broken into half days) to provide additional time to be used for
1298 IEPs, testing, and related special education duties. The release time
1299 must be requested at least ten (10) days in advance, is subject to
1300 approval of the site administrator, and may not be taken adjacent to
1301 scheduled school holidays or vacation breaks.

1302 14.4.3 Pre-K, and TK-8 teachers will be provided preparation time on at least
1303 18 days per school year when students are released early. This time
1304 will be reserved exclusively for teacher preparation. Other early
1305 released days will be utilized for activities determined by the District.

1306 14.4.4 In addition, teachers in grades 4-5 will be provided two 50-minute
1307 preparation periods during each full week of instruction. Grade 4-5
1308 teachers will be encouraged by the parties to develop a core
1309 curriculum approach to further reduce the requirement for multiple
1310 subject preparation.

1311 14.5 **Mandatory Staff, Grade-Level, and Staff Development Meetings on Early**
1312 **Release Days**

1313 On days on which students are released early, faculty meetings, grade
1314 level/department meetings, staff development, and other mandatory District or
1315 site directed activities shall be scheduled to commence as soon as practicable, but
1316 not later than 15 minutes after the student instructional day ends. These activities
1317 shall be no more than 90 minutes long on early release days.

1318 14.6 **Schedule Development**

1319 14.6.1 Each site staff in collaboration with the site administrator shall:

1320 14.6.1.1 Develop a daily and weekly schedule that provides for the
1321 required minutes of instruction and lunch time.

1322 14.6.1.2 Establish the frequency and length of staff meetings, and
1323 establish the guidelines for development of the agenda.
1324 However, the site administrator may call special school
1325 level staff meetings in an emergency (see Appendix B).

1326 14.6.1.3 Develop and implement a process to place students
1327 equitably at each grade level based upon their unique
1328 needs.

1329 14.6.1.4 Establish a break/yard duty schedule that is equitable and
1330 promotes staff wellness.

1331 14.6.2 See Appendix B for collaboration definition.

1332 14.7 **Voluntary Activities**

1333 All supplemental pay activities and special activities stipends listed in Article 9,
1334 Sections 9.6 and 9.18 are voluntary. If no unit members volunteer, the District
1335 shall make all reasonable efforts to find non-unit District employees or persons
1336 not employed by the District to perform the duties. If the District cannot meet the
1337 identified student needs through these efforts, the site administrator may assign

1338 the duty to unit member(s). Performance of these extra duties will not be
1339 considered in the equitable allocation of the adjunct duties.

1340 14.8 **Work Year**

1341 14.8.1 The basic work year shall be 184 days for new unit members and 183
1342 for returning unit members (185/186 for the school years 2017-18,
1343 2018-19, and 2019-20 only as stated in Section 14.8.6), with the
1344 following exceptions:

1345 14.8.1.1 Psychologist 194

1346 14.8.1.2 Program Specialist 194

1347 14.8.1.3 Counselor 194

1348 14.8.1.4 Librarian 194

1349 14.8.1.5 Nurse 196

1350 14.8.1.6 Teacher Advisor/Instructional Coach 192

1351 14.8.1.7 School Social Worker 186

1352 The reduction in the work year (and associated pay reduction pursuant
1353 to Section 14.8.2) for school social workers from 196 days to 186 days
1354 shall apply to unit members first employed as school social workers on
1355 or after the date that the revisions to this Article 14 are approved by
1356 the Governing Board. The work year for unit members employed as
1357 school social workers before this date remains 196 days unless the unit
1358 member elects to reduce the work year. A unit member employed as a
1359 school social worker prior to the date the work year changes are
1360 approved by the Governing Board may elect to have their work year
1361 reduced pursuant to this section by notifying the District of the
1362 decision to reduce the work year on or before June 30 of any year, and
1363 once the reduced work year is elected the unit member may not elect
1364 to increase it.

1365 14.8.2 Any increase in the length of the year shall result in an increase of one
1366 current salary per diem for each day of increase. Any reduction in the
1367 work year shall result in a salary reduction of one per diem for each
1368 day of reduction.

1369 14.8.3 If program needs arise, unit members can request increased days in
1370 their work year on an as needed basis.

1371 14.8.4 Psychologist, Program Specialist, Counselor, Nurse, Teacher
1372 Advisor/Instructional Coach, School Social Workers, and Librarian
1373 workdays will be scheduled by the appropriate administrator in

1374 collaboration with the individual before the school year begins.
1375 During the school year, the workday schedule established pursuant to
1376 this section may be amended by the appropriate administrator in
1377 collaboration with the unit member.

1378 14.8.5 For the Psychologists, Resource Specialist, Special Day Class
1379 teachers, and Speech Language Pathologists the District will budget a
1380 pool of extra paid days that these unit members may utilize.
1381 Individual requests for such days must be submitted by the unit
1382 member to the Director of Special Education with a copy to the
1383 immediate supervisor. The Director of Special Education has the
1384 discretion to approve or deny requests, and shall respond to requests
1385 for approval within five (5) working days after receipt. The additional
1386 days will be paid at the per diem rate.

1387 14.8.6 For the 2017-18, 2018-19, and 2019-20 years only, the work year for
1388 unit members who are assigned to a 183 or 184 day work year
1389 pursuant to Section 14.8.1 shall be increased by two (2) days from 184
1390 to 186 days for new unit members and 183 to 185 days for returning
1391 unit members, and unit members shall be paid at the per diem rate for
1392 each of the two additional work days during the 2017-18, 2018-19, and
1393 2019-20 years only as stated in Article 9.4. Beginning July 1, 2020,
1394 the work year shall return to 183/184 work days and the unit members'
1395 salary will reflect that change according to Article 14.8.2

1396 14.9 **Work Calendar**

1397 14.9.1 The basic work year for unit members shall consist of 183 work days
1398 and 180 instructional days (185/186 for the school years 2017-18,
1399 2018-19, and 2019-20 only).

1400 14.9.2 **Development of Work Calendar**

1401 Each year the parties will negotiate the work calendar for unit
1402 members. Prior to the onset of negotiations, and no later than the end
1403 of February, a draft of the work calendar will be submitted to the
1404 parties by a committee consisting of two members selected by the
1405 Association and two by the District.
1406

1407 14.10 **Elementary School Parent Conferencing**

1408 14.10.1 Parent conferencing on student progress shall be scheduled and
1409 performed before or after the regular school day during a three-week
1410 period designated by the site staff in collaboration with the site
1411 administrator in each of the first and second trimesters or quarters
1412 unless the staff and the site administrator at the school site agree to
1413 schedule parent conferences on ten (10) minimum days (5 days in the
1414 fall and 5 days in the spring to be agreed upon prior to the end of

- 1415 school in the previous year) and adjust the remaining school days
1416 sufficient instructional minutes to meet the minimum annual
1417 instructional minute standard for students.
- 1418 14.10.2 Each teacher shall submit the schedule of parent conferences to be
1419 held at the school site in writing to the teacher's principal prior to the
1420 start of each conference period. Teachers shall provide all parents
1421 with an opportunity to schedule a conference. Parent conferences shall
1422 be scheduled where special needs and concerns are present.
- 1423 14.10.3 The District will provide teachers in grades 4 through 5 with release
1424 time for two (2) additional parent conferencing days, one in the fall,
1425 and one in the spring. The school site administrator will schedule
1426 these days in order to ensure the employment of substitute teachers.
1427 The District will make all reasonable efforts to adhere to the
1428 established substitute schedule, and will not arbitrarily cancel the
1429 scheduled substitutes.
- 1430 14.11 **Instructional Minutes Per Day and Year**
- 1431 14.11.1 The school day for students shall provide for the following:
- 1432 14.11.1.1 **Transitional Kindergarten**
- 1433 An average of 240 minutes of instruction daily, inclusive of
1434 20 minutes of recess, and a minimum of an annual total of
1435 360 additional minutes of contingencies. The students'
1436 instructional day shall be no less than 180 minutes.
- 1437 14.11.1.2 **Kindergarten**
- 1438 An average of 260 minutes of instruction daily excluding
1439 recess, and a minimum of an annual total of 360 additional
1440 minutes of contingencies. The students' instructional day
1441 shall be no less than 240 minutes.
- 1442 14.11.1.3 **Grades 1, 2, 3**
- 1443 An average of 280 minutes of instruction daily excluding
1444 recess, and a minimum of an annual total of 504 additional
1445 minutes for contingencies. The students' instructional day
1446 shall be no less than 240 minutes.
- 1447 14.11.1.4 **Grades 4 & 5 and Alternative 6, 7, 8**
- 1448 An average of 300 minutes of instruction daily excluding
1449 recess, and a minimum of an additional 504 minutes
1450 annually for contingencies. The students' instructional day
1451 shall be no less than 240 minutes.

1452 14.11.1.5 **Middle School: Grades 6, 7, 8**

1453 An average of 310 minutes of instruction daily, exclusive
1454 of passing time. The students' instructional day shall be no
1455 less than 240 minutes.

1456 14.11.2 **Extension of Kindergarten Day**

1457 14.11.2.1 **Extended Day Kindergarten Begins in 2018-19**

1458 The extension of the instructional day for Kindergarten
1459 students shall become effective in the 2018-2019 school
1460 year. Notwithstanding any other provisions of this
1461 Agreement, the extended day Kindergarten schedule shall
1462 be non-staggered, and shall include the following:

- 1463 • On Mondays, Tuesdays, Wednesdays, and Fridays, the
1464 regular student instructional day for all Kindergarten
1465 students shall be 300 minutes including recesses of not
1466 more than a total of 30 minutes;
- 1467 • On adjusted Thursdays, the regular student instructional
1468 day for all Kindergarten students shall be 240 minutes.

1469 Notwithstanding the regular extended day Kindergarten
1470 schedule described above, during the first four weeks of the
1471 school year, the Kindergarten student instructional day will
1472 be shortened to the length of the Thursday adjusted day to
1473 allow Kindergarten teachers additional time to provide the
1474 following services to students:

- 1475 ○ Individualized student assessments using
1476 District-required assessments and related
1477 assessment methods;
- 1478 ○ Conferences with parents regarding their
1479 students' needs and placement; and
- 1480 ○ Related activities to prepare the instructional
1481 program.

1482 14.11.2.2 **Instructional Support for Extended Day Kindergarten**

1483 In order to assist Kindergarten teachers to meet the needs of
1484 Kindergarten students during the longer day beginning in
1485 the 2018-2019 school year the District will provide direct
1486 instructional support (e.g. by assigning a classified
1487 instructional assistant or similar instructional support
1488 provider) to students in each Kindergarten class for 2.5
1489 hours per day on Mondays, Tuesdays, Wednesdays, and

1490 Fridays, and 1.0 hours on Thursdays. In the event the
1491 assigned instructional support provider is temporarily
1492 absent or unavailable, the District will make reasonable
1493 efforts to secure a substitute or arrange for comparable
1494 alternate instructional support.

1495 14.11.2.3 **Planning Time for Kindergarten Teachers**

1496 For the 2017-2018 school year only, the District shall use
1497 one District staff development Thursday in March, April,
1498 and May to provide time for the District and Kindergarten
1499 teachers to work together to plan for the extended
1500 Kindergarten program.

1501 For the 2018-2019 school year only, the District shall
1502 provide training and time to allow Kindergarten teachers to
1503 review student data and plan for implementation of
1504 Extended Day Kindergarten on the second District-wide
1505 professional development day of the year

1506 Beginning in the 2018-2019 school year, unit members
1507 assigned to teach Kindergarten shall be paid on an hourly
1508 basis for up to seven hours before the work year begins to
1509 assess incoming Kindergarten students and plan for the
1510 instruction of those students.

1511 On Mondays, Tuesdays, Wednesdays and Fridays, unit
1512 members assigned to teach Kindergarten shall be allowed
1513 to engage in on-site teacher-directed collaboration and
1514 preparation activities during the period from the end of the
1515 regular student instructional day for Kindergarten students
1516 until the end of the regular student instructional day for
1517 students in grades 1-3.

1518 14.11.3 **Transitional Kindergarten Intervention/Enrichment**

1519 Unit members assigned to teach Transitional Kindergarten shall
1520 provide forty-five (45) minutes of enrichment to students assigned to
1521 their TK classes each Monday, Tuesday, and Wednesday.

1522 On Fridays, unit members assigned to teach Transitional Kindergarten
1523 shall use the time after their students' dismissal to engage in teacher-
1524 directed preparation, planning, and collaboration pertaining to their
1525 programs.

1526 14.11.4 **Minimum Days**

1527 The Superintendent may authorize minimum school days as defined in
1528 the California Education Code for parent-teacher conferences, in-

1529 service education and special events. If minimum school days are
1530 authorized, students shall be provided at least the same number of
1531 annual instructional minutes specified in this Section or required by
1532 law.

1533 14.12 **Substitute Services**

1534 14.12.1 **Middle School Level**

1535 Unit members at the middle school who serve as substitutes shall
1536 be compensated at the hourly rate for each period that they serve as
1537 a substitute.

1538 14.12.2 **Elementary School Level**

1539 Unit members at the elementary school level who are required to
1540 have students temporarily placed in their classes in lieu of hiring
1541 substitutes for absent teachers' classes will receive payment for
1542 each student temporarily placed in their classrooms for any day in
1543 which the student(s) is/are placed in the teachers' classroom for
1544 one hour or more. The amount of the per student payment shall be
1545 calculated based on the District's current short-term daily
1546 substitute rate divided by 24 (e.g. if the daily substitute rate is
1547 \$150, the per student payment pursuant to this section shall be
1548 \$6.25).

1549
1550 14.13 **Additional Assignments**

1551 Summer School assignments, temporary administrative assignments, and special
1552 summer projects (such as curriculum development, etc.) shall not fall under the
1553 provisions of this Article.

1554 14.14 **Professional Development**

1555 In the development of staff development programs, the District shall seek and
1556 consider input from teachers and CTAB regarding the content, format, and
1557 scheduling of the programs. The District shall endeavor to provide differentiated
1558 staff development activities appropriated for different grade levels, subject matter
1559 content, and experience levels.

1560 **ARTICLE 15: EVALUATION**

1561 The changes to this Article 15 made in settlement of 2014-2015 negotiations shall
1562 become effective in the 2015-2016 school year.

1563 15.1 **Evaluation Purposes and Goals**

1564 The goals and purposes of the evaluation system are set forth below to assist unit
1565 members and evaluator in focusing on the important elements of an effective
1566 evaluation. The provisions of this Section 15.1 are not subject to the grievance
1567 article.

1568 Throughout the evaluation process, the evaluator and unit member should
1569 acknowledge and be mindful of the multiple activities and responsibilities of
1570 educators that contribute to the improvement of learning and the success of the
1571 school.

1572 15.2 **Evaluation Frequency**

1573 Evaluation frequency and related requirements shall vary depending on the level
1574 of experience of the unit member being evaluated, and shall include the following
1575 minimum requirements.

1576 15.2.1 **Non-Permanent Unit Members:** Non-permanent unit members shall
1577 be evaluated every year.

1578 15.2.2 **Permanent Unit Members:** Except as provided in Section 15.2.2.1
1579 permanent unit members shall be evaluated at least every other year.

1580 15.2.2.1 **Five-Year Cycle:** As allowed by Education Code Section
1581 44664(a)(3), with the mutual agreement of the evaluator
1582 and unit member, a permanent unit member may be
1583 evaluated at least every five (5) years if he/she has been
1584 employed at least ten (10) years with the District, is highly
1585 qualified, if he/she occupies a position that is required to be
1586 filled by a highly qualified professional by the Federal No
1587 Child Left Behind Act as defined in 20 U.S.C.S. 7801, and
1588 whose previous evaluation rated the unit member as
1589 meeting standards. The evaluator or the unit member may
1590 withdraw consent for this five-year evaluation option at any
1591 time. The Certificated Evaluation 5-Year Cycle Form shall
1592 be signed by both parties by September 25 to initiate the
1593 five-year evaluation cycle. (See form in Appendix E.)

- 1594 15.2.3 **All Unit Members Who Received Overall Does Not Meet**
1595 **Standards Ratings:**
- 1596 Unit members who received an overall “Does Not Meet Standards”
1597 rating, on the most recent evaluation shall be evaluated every year
1598 until the overall rating is “Meets Standards.”
- 1599 15.2.4 **Unit Members on Assistance Plan**
- 1600 Unit members who are on Assistance Plan shall be evaluated every
1601 year until the overall evaluation rating is “Meets Standards.”
- 1602 15.3 **Evaluation Timelines**
- 1603 15.3.1 **On or before September 15:** All unit members who will be formally
1604 evaluated that school year will be notified and informed of who the
1605 designated evaluator will be, and shall be provided with a copy of
1606 Appendix E. Unit members who received Does Not Meet Standards in
1607 prior year’s evaluation shall receive an Assistance Plan by September
1608 15 (see Section 15.14)
- 1609 15.3.2 **On or Before September 25:** If mutual agreement is reached, the
1610 Certificated Evaluation 5-Year Cycle Form shall be signed to allow
1611 evaluation on the 5-year cycle pursuant to Section 15.2.2.1.
- 1612 15.3.3 **On or Before October 1/October 15:** Unit members eligible for and
1613 proposing the Alternative Evaluation Option (Section 15.6) submit
1614 requests to use such option to the designated evaluator no later than
1615 October 1 using the Certificated Alternative Evaluation Form. The
1616 designated evaluator shall approve or deny the request by October 15.
- 1617 15.3.4 **On or Before October 15:** The pre-evaluation planning conference
1618 between evaluator and individual evaluatee shall take place by October
1619 15 of the year in which the evaluation is required. The purpose of this
1620 conference is to review the standards/indicia and rating system set
1621 forth in the evaluation form.
- 1622 15.3.5 **On or Before December 15:** A midyear preliminary review shall be
1623 held in the year of the scheduled evaluation for all non-permanent unit
1624 members.
- 1625 15.3.6 **On or Before January 31:** The first formal observation for non-
1626 permanent unit members shall be completed.
- 1627 15.3.7 **On or Before February 1:** A midyear review is optional for
1628 permanent unit members. To request a midyear review, the evaluator
1629 or permanent unit member shall provide written notice of the request
1630 to the other person by February 1.

- 1631 15.3.7.1 **On or Before February 15:** If a midyear review has been
1632 requested pursuant to Section 15.3.7, the midyear review
1633 shall be held by February 15.
- 1634 15.3.7.2 **On or Before March 1:** Any unit member who the
1635 evaluator determines is at risk of receiving an overall
1636 unsatisfactory final evaluation (“Does Not Meet
1637 Standards”) shall be notified in writing of this fact in a
1638 conference and informed of the evaluator’s concerns.
- 1639 15.3.7.3 **On or Before April 15:** Second formal observation shall
1640 be completed for non-permanent unit members. For
1641 permanent unit members, if the evaluator decides to
1642 conduct formal observation(s), the formal observation(s)
1643 shall be conducted by April 15.
- 1644 15.3.7.4 **30 Days Before Last Day of School:** Final written
1645 evaluation must be given to unit members being evaluated.
- 1646 15.4 **Evaluation Criteria**
- 1647 15.4.1 The District shall evaluate and assess certificated unit members’
1648 performance as it reasonably relates to:
- 1649 15.4.1.1 The progress of students toward the District’s content
1650 standards, and if applicable, the state adopted academic
1651 content standards as measured by state adopted criterion
1652 referenced assessments;
- 1653 15.4.1.2 The instructional techniques and strategies used by the unit
1654 member;
- 1655 15.4.1.3 The unit members’ adherence to the District’s curriculum;
- 1656 15.4.1.4 The establishment and maintenance of the learning
1657 environment;
- 1658 15.4.1.5 The unit member’s ability to communicate effectively;
- 1659 15.4.1.6 The fulfillment of professional responsibilities.
- 1660 15.4.2 For non-instructional unit members, or for unit members without a
1661 case load, the District shall evaluate and assess their performance as it
1662 reasonably relates to the fulfillment of the job responsibilities as set
1663 forth in the appropriate job descriptions.
- 1664 15.4.3 The California Standards for the Teaching Profession (CSTP) shall be
1665 utilized to evaluate teachers on criteria 15.4.1.2 through 15.4.1.5 listed

1666 above. The parties shall meet and negotiate as needed to update the
1667 evaluation forms to reflect changes to the CSTP.

1668 15.5 **Formal Observation Procedures for Standard Evaluation Process**

1669 The following formal observation procedures apply only during the standard
1670 evaluation process; the alternative evaluation procedures are described in Section
1671 15.6 below.

1672 15.5.1 The formal classroom observation must be completed with the
1673 accompanying standard observation form to follow within five
1674 working days. This observation must be a minimum of twenty (20)
1675 minutes in length and a maximum of forty-five (45) minutes.
1676 Observations of middle school unit members may last the length of a
1677 standard instructional period. The observation may be for a longer
1678 period of time if mutually agreed to by the evaluatee and the evaluator.

1679 15.5.2 Each evaluator must conduct at least two formal observations for non-
1680 permanent unit members. The first formal observation shall be
1681 completed by January 31, and the second formal observation shall be
1682 completed by April 15.

1683 15.5.3 Formal observations will be reduced to writing and made available to
1684 the evaluatee within five (5) working days of their occurrence. The
1685 evaluator and the evaluatee shall hold a post-observation conference
1686 within ten (10) working days after the formal observation. Evaluators
1687 shall use the standard formal observation form attached in Appendix
1688 E. The completed observation form shall not be part of the final
1689 evaluation.

1690 15.5.4 Formal observations shall be scheduled at least two (2) school days in
1691 advance.

1692 15.5.5 Formal observations are not required for permanent unit members, but
1693 the evaluator's decision not to conduct a formal observation shall not
1694 excuse the evaluator from meeting the required documentation
1695 required for any "Does Not Meet Standards" rating.

1696 15.5.6 If the evaluator elects to conduct formal observations of a permanent
1697 unit member, the procedures and timelines for formal evaluations in
1698 Section 15.5 shall be followed, and any such formal observation(s)
1699 shall be completed no later than April 15.

1700 15.6 **Alternative Evaluation Procedures**

1701 The procedures set forth below apply only to the Alternative Evaluation
1702 Procedure.

1703 15.6.1 **Purpose:** The alternative evaluation process encourages unit members
1704 to emphasize professional development and personal growth through
1705 the evaluation system. The process offers unit members an alternative
1706 to the regular evaluation process. The process is flexible in order to
1707 encourage unit members to grow in self-chosen areas of interest that
1708 promote and relate to student learning and instructional leadership
1709 through individual or group efforts. The goals, objectives, projects
1710 and criteria established under the alternative assessment process serve
1711 as the certificated performance evaluation in lieu of the standard
1712 evaluation.

1713 15.6.2 **Eligibility for Participation:** Permanent unit members with a
1714 minimum of five (5) years of effective certificated experience in the
1715 District (as evidenced by evaluation ranking the unit member as
1716 meeting standards) may, with mutual agreement of the evaluator,
1717 participate in the alternative evaluation process. Unit members must
1718 submit a request to participate in the alternative evaluation procedure
1719 by October 1, and the evaluator must approve or deny the request by
1720 October 15. The request to participate should explain how the
1721 proposed alternative evaluation relates to any areas of District focus
1722 for the year. If the request is denied, the evaluator shall provide the
1723 reasons for denial in writing to the unit member.

1724 15.6.3 **Alternative Evaluation Plan:** At the pre-evaluation conference held
1725 in compliance with timelines established in Section 15.3.3, the unit
1726 member and the evaluator shall meet, discuss and mutually agree upon
1727 the evaluation plan, including all requirements and timelines. In
1728 developing and approving the alternative evaluation plan, the unit
1729 member and evaluator shall review and discuss the California
1730 Standards for the Teaching Profession as set forth in the regular
1731 evaluation form, as well as any areas of District focus for the year.
1732 Evaluators and unit members are encouraged to be creative and take
1733 risks when developing the plan. The unit member and the evaluator
1734 will schedule evaluation updates throughout the evaluation period,
1735 including but not limited to the conferences described in Section 15.3.
1736 The agreed-upon evaluation plan may extend beyond the traditional
1737 school year cycle and the final evaluation conference may be extended
1738 by mutual agreement.

1739 15.6.4 **Basic Requirements:** While participating in the alternative evaluation
1740 process, unit members continue to be responsible for meeting the job
1741 requirements, and meeting State and District standards, including those
1742 required by the Education Code and set forth in Section 15.4.1 above.

1743 15.6.5 **Final Evaluation:** At the conclusion of the alternative evaluation
1744 period, the unit member shall present to the evaluator the results of the
1745 agreed-upon evaluation plan. The evaluator shall review the results

- 1746 and complete a summary evaluation form for inclusion the unit
1747 member's file.
- 1748 15.6.6 **Modification of Plan:** Upon mutual agreement between the unit
1749 member and the evaluator, the alternative evaluation plan may be
1750 modified during the year, or the unit member may change to the
1751 regular evaluation process. In the event of a change to the regular
1752 evaluation process, appropriate timelines and requirements will be
1753 mutually established to meet, as closely as reasonably possible, the
1754 requirements of the regular evaluation process.
- 1755 15.7 **Evaluation as A Continuous Process**
- 1756 15.7.1 The evaluator is expected to address significant concerns and
1757 deficiencies with the unit member throughout the year and shall not
1758 unreasonably "hold" such concerns for the final evaluation.
- 1759 If a deficiency is noted in a formal observation, a conference between
1760 the evaluator and the unit member shall be held within ten (10)
1761 working days of the formal observation to review possible written
1762 recommendations for improvement.
- 1763 15.7.2 If the evaluator has raised a particular deficiency with the unit
1764 member, and the evaluator determines that the unit member has
1765 corrected the deficiency, any reference to that deficiency in the
1766 evaluation shall reflect the fact that unit member has corrected the
1767 deficiency.
- 1768 15.7.3 The evaluating administrator is expected not only to act in the role of
1769 evaluator, but also under certain circumstances, to provide appropriate
1770 coaching. The primary role as the evaluator extends through the
1771 required determination as to whether the unit member meets
1772 State/District standards. Once this determination has been made, the
1773 administrator should be available to provide the necessary advice,
1774 direction, and coaching regarding improvement in the teacher's
1775 proficiency in those areas covered by the California Standards for the
1776 Teaching Profession.
- 1777 15.8 **Evaluators for Itinerant and Non-Classroom Unit Members**
- 1778 15.8.1 For itinerant unit members with a caseload who are assigned to more
1779 than one site, the Superintendent or designee shall assign the evaluator.
1780 In most instances the evaluator shall be one of the itinerant unit
1781 member's site administrators. The evaluator shall coordinate the input
1782 from the other site administrators to whom the unit member is
1783 assigned. The evaluator is responsible for meeting with the evaluatee
1784 for planning purposes, for convening all evaluation conferences, and
1785 for completing and signing the evaluation forms.

1786 15.8.2 For non-classroom unit members who do not have a regular caseload
1787 (e.g., nurses, counselors, psychologists, program specialists, librarians,
1788 and teacher advisors/instructional coaches, school social worker), the
1789 Superintendent or designee shall assign the evaluator who shall be
1790 responsible for the evaluation, including meeting with the evaluatee
1791 for planning purposes, for convening all evaluation conferences, for
1792 completing and signing all evaluation forms, and for obtaining input
1793 from all the appropriate administrators to whom the employee is
1794 assigned.

1795 15.9 **Ratings**

1796 The evaluator will mark each standard within every performance area in the final
1797 summary evaluation form, applying the ratings and definitions outlined below.

1798 15.9.1 **Meets Standards:** This means the teacher has adequately met the
1799 District’s expectations, and has been rated as meeting standards in
1800 each evaluation criterion listed in Sections 15.4.1.1 through 15.4.1.6.
1801 The rating criteria in Section 15.4.1.1 through 15.4.1.6 shall be applied
1802 as follows:

1803 15.9.1.1 For the purpose of evaluating a teacher’s performance as it
1804 reasonably relates to *student progress pursuant to Section*
1805 *15.4.1.1*, “meets standards” shall mean that the teacher in
1806 the aggregate has moved the students the equivalent of one
1807 year of progress from the starting point at the beginning of
1808 the school year.

1809 15.9.1.2 For the purpose of assessing *the teacher’s development*
1810 *according to the California Standards for the Teaching*
1811 *Profession (CSTP) pursuant to Section 15.4.1.2 - 15.4.1.5*,
1812 “meets standards” shall mean that the unit member is
1813 designated as meeting standards overall in each criterion.
1814 To be deemed to “meet standards” in any criterion, unit
1815 members should be at least “applying” in each of the
1816 elements listed in Sections 15.4.1.2 – 15.4.1.6. However,
1817 the evaluator has the discretion to conclude that a unit
1818 member meets standards overall in any single criterion, if
1819 the unit member is ranked below “applying” in one or two
1820 elements in any criterion and the evaluator determines that
1821 the unit member has made significant progress toward that
1822 element.

1823 15.9.2 **Does Not Meet Standards:** This means the teacher has not met the
1824 minimum standards as defined above.

1825 15.10 **Required Comments and Supporting Data**

1826 15.10.1 Any designation of “below standards” must be accompanied by a
1827 written comment that memorializes an event or fact that either the
1828 evaluator observed or that is supported by data that is referenced.

1829 15.10.2 The student’s progress in achieving the District’s grade level content
1830 standards shall be determined by multiple measures. These shall
1831 include the individual teacher’s written report card assessment, any
1832 testing device that measures the progress on District and state content
1833 standards, and in those instances where applicable, the state criterion
1834 referenced exam. Norm referenced tests may not be used to evaluate
1835 unit members.

1836 15.11 **General Evaluation Guidelines**

1837 15.11.1 The evaluator and evaluatee shall sign all forms. Such signature does
1838 not constitute agreement with the judgments of the evaluator, but only
1839 that the evaluatee has read the evaluation document and received a
1840 copy.

1841 15.11.2 Forms used at all stages of the Evaluation process must be mutually
1842 agreed upon by the District and the Association and are contained in
1843 Appendix E. If there is a conflict between Article 15 and Appendix E,
1844 then Article 15 takes precedence.

1845 15.11.3 Evaluatees shall have the right to attach written comments to any
1846 evaluation documents.

1847 15.11.4 An evaluator shall not base his/her evaluation of a unit member on
1848 information that the evaluator has not verified, substantiated, or
1849 corroborated.

1850 15.11.5 The evaluator shall not include elements in the evaluation that
1851 constitute harassment or discrimination prohibited by law or District
1852 policy.

1853 15.12 **Evaluation of Certificated Staff Assigned or Reassigned After the Beginning**
1854 **of the School Year**

1855 Whenever a certificated staff member is assigned to a position after October 15
1856 and before March 1, or is reassigned during that period, it will be the
1857 responsibility of the evaluator and the evaluatee to conduct a Planning Conference
1858 and complete a Planning Conference Report form. It is suggested that the
1859 constraints be noted regarding the remaining portion of the school year, the
1860 unique characteristics of the assignment, and other factors that affect the
1861 evaluation. The Evaluator will consider these constraints and all other conditions
1862 when writing the Observations and Evaluation reports.

1863 15.13 **Problem Solving Procedures**

1864 15.13.1 If the evaluator and unit member have an unresolved disagreement
1865 over the evaluation/observation procedures, the unit member may elect
1866 to implement the following Problem-Solving Procedure:

1867 15.13.1.1 Within five (5) days of the request, the evaluator, the unit
1868 member, and a person of each party's choice shall meet to
1869 discuss the problem.

1870 15.13.1.2 If the disagreement cannot be resolved, written summary
1871 reports will be submitted to the Superintendent by the
1872 evaluator and the unit member within five (5) days.

1873 15.13.1.3 The District's established grievance procedures may be
1874 utilized for processing disputes that may arise over the
1875 evaluation procedure, but shall not be used to challenge the
1876 professional judgments of the evaluator.

1877 15.14 **Assistance Plan and Participation in the Peer Assistance Program**

1878 15.14.1 An Assistance Plan is required for any unit member who receives a
1879 "Does Not Meet Standards" on an evaluation. The evaluator shall
1880 confer with the unit member and make specific recommendations as to
1881 areas of improvement in the unit member's performance and endeavor
1882 to assist the unit member in such performance. By September 15 of
1883 the school year after Does Not Meet Standards evaluation rating is
1884 given, these recommendations must be reduced to writing, and
1885 together with a timeline will constitute the Assistance Plan. Any unit
1886 member on an Assistance Plan must annually participate in the
1887 evaluation process until the unit member receives a positive
1888 evaluation. The Assistance Plan shall include at least the following:

1889 15.14.1.1 Description of the duties performed in an unsatisfactory
1890 manner below District standards;

1891 15.14.1.2 Description of measurable improvement required to meet
1892 District standards;

1893 15.14.1.3 Description of assistance the District will provide to help
1894 the unit member meet the District's standards; and

1895 15.14.1.4 Description of the timeline within which the unit member is
1896 expected to demonstrate improvement.

1897 15.14.2 A unit member with permanent status whose most recent final
1898 performance evaluation contains an overall "Does Not Meet
1899 Standards" including this rating in the areas of subject matter
1900 knowledge, teaching strategies, or teaching methods and instruction,

1901 must participate in the Peer Assistance Program, attached as Appendix
1902 I, until the unit member receives a positive evaluation or the District
1903 determines that further participation is no longer warranted.

1904 15.15 **Unit Member Files**

1905 15.15.1 Copies of a unit member's Summary Certificated Personnel Evaluation
1906 Report shall be filed only in the District Human Resources Office and
1907 the evaluator's office. These files are open for inspection by the unit
1908 member and/or a designated representative having the unit member's
1909 written authorization.

1910 15.15.2 Information of a derogatory nature shall not be entered or filed unless
1911 or until the unit member is given notice and an opportunity to review,
1912 to comment, and sign an acknowledging receipt.

1913 15.15.3 A unit member shall have the right to attach written comments to any
1914 derogatory statement. A unit member may review the file during
1915 normal Human Resources Office hours.

1916 15.15.4 If such derogatory information is placed in the unit member's
1917 personnel file in the District Human Resources Office, the unit
1918 member shall have the opportunity to review and respond to the
1919 information within a reasonable amount of time during normal Human
1920 Resources Office hours.

1921 15.15.5 Employee's files are confidential. Governing Board members may
1922 only review an employee's file at a duly constituted personnel session
1923 of the Governing Board.

1924

1925 **ARTICLE 16: LEAVE PROVISIONS**

1926 16.1 **Sick Leave**

1927 16.1.1 Unit members shall be granted sick leave at the rate of one day for
1928 each month of employment, but not to exceed twelve (12) days per
1929 year. This sick leave shall be cumulative without a limit. Sick leave is
1930 not cumulative month by month, but each year leave shall accrue and
1931 be available as of the first workday of that particular year.

1932 16.1.2 Sick leave shall only be used as allowed by law and this Article.

1933 16.1.3 Unit members who teach a full session of Summer School shall be
1934 granted one (1) additional day of sick leave. (See Section 11.4). Sick
1935 leave benefits may only be used in summer school to the extent
1936 allowed by Article 11, Section 11.4.

1937 16.1.4 Unit members working on an extended year basis shall accrue sick
1938 leave annually on the following basis:

1939 16.1.4.1 183-187 Work Days: 10 days of sick leave.

1940 16.1.4.2 188 or More Work Days: 11 days of sick leave.

1941 16.1.5 Unit members working less than the basic work year shall accrue sick
1942 leave on the basis of one day of sick leave for each eighteen (18) days
1943 of employment.

1944 16.2 **Extended Illness Leave**

1945 16.2.1 In the event of illness/disability, the unit member shall utilize sick
1946 leave in the following order:

1947 16.2.1.1 Use balance of current year's sick leave.

1948 16.2.1.2 Use other accumulated sick leave.

1949 16.2.1.3 During each school year, when a unit member has
1950 exhausted all available sick leave, including all
1951 accumulated sick leave, and continues to be absent from
1952 duties on account of illness or accident for an additional
1953 period of five (5) school months, the amount paid to unit
1954 members during the additional five months in which the
1955 absence occurs shall be the difference between the unit
1956 member's per diem and the substitute pay or 50% of the per
1957 diem, whichever is greater.

1958 16.2.2 The District may require a unit member to provide a medical
1959 certification from a physician verifying that the absence was necessary

- 1960 due to illness, injury, or disability. Failure by the unit member to
1961 provide such written medical certification shall result in loss of the
1962 50% per diem pay. The District shall continue to make all
1963 contributions toward the unit member's health and welfare program
1964 that are required by Article 10 during this period of absence.
- 1965 16.2.3 The sick leave, including accumulated sick leave, and the five-month
1966 period shall run consecutively. A unit member shall not be provided
1967 more than one five-month period per illness or accident. But if a
1968 school year terminates before the five-month period is exhausted, the
1969 unit member may take the balance of the five-month period in the
1970 subsequent school year.
- 1971 16.3 **Notification of Sick Leave/Physician's Certification**
- 1972 16.3.1 By the fifth consecutive work day of absence due to
1973 illness/injury/disability, the unit member may be required to provide to
1974 the Human Resources Officer, a written statement from a physician
1975 certifying that the physician has determined the nature of the
1976 illness/injury/disability, and that it renders the unit member unable to
1977 work. The physician's statement shall be specific as to the expected
1978 duration of the unit member's absence due to the
1979 illness/injury/disability. At reasonable intervals thereafter, the District
1980 may require from the unit member additional written statements by a
1981 physician certifying to the continuing inability to work due to
1982 illness/injury/disability.
- 1983 16.3.2 In the event of a scheduled sick leave use (surgery, childbirth, etc.), the
1984 unit member shall notify the Human Resources Officer in writing of
1985 the anticipated absence. Such notification shall include the anticipated
1986 beginning date of leave, and the anticipated date of return to duty.
1987 Whenever possible, such notification shall be provided at least twenty
1988 (20) working days prior to the scheduled sick leave use.
- 1989 16.4 **Sick Leave for Personal Necessity**
- 1990 16.4.1 Unit members may use up to seven (7) days of sick leave per year
1991 reasons of personal necessity. Personal necessity days may not be
1992 carried over from one year to the next.
- 1993 16.4.2 Business of an emergency or urgent nature constitutes personal
1994 necessity.
- 1995 16.4.3 Absences from duty related to unit member organizational concerns or
1996 work stoppage shall not be charged to personal necessity or sick leave.
- 1997 16.4.4 It shall continue to be the responsibility of the unit member to provide
1998 a substitute through notification by way of a substitute employee
1999 management system.

2000 16.5 **Leave to Care for an Ill Family Member**

2001 16.5.1 In any school year, unit members may use up to six (6) days of sick
2002 leave to attend to an illness of the unit member’s family member. By
2003 the fifth (5th) consecutive work day of absence and upon the District’s
2004 request, the unit member may be required to submit a physician’s
2005 statement or other acceptable documentation to verify the illness.

2006 16.5.2 As used in this subsection 16.5 only, “family member” means a
2007 biological, foster, or adopted child, a stepchild, a legal ward, or a child
2008 of a domestic partner, a child to whom the employee stands in loco
2009 parentis, a biological, adoptive or foster parent, stepparent or legal
2010 guardian of a unit member or the unit member’s spouse or registered
2011 domestic partner, or a who stood in loco parentis when the unit
2012 member was a minor child, a spouse, a registered domestic partner, a
2013 grandparent, a grandchild, or a sibling.

2014 16.5.3 This section does not extend to the maximum period of leave to which
2015 a unit member is entitled under the Family and Medical Leave Act of
2016 1993 (29 U.S.C Section 2606, et seq.), the California Family Rights
2017 Act (Government Code Section 12945.2), and District policies
2018 implementing these Acts regardless of whether the unit member
2019 receives sick leave compensation during that absence.

2020 16.5.4 Unit members may also use accrued and available sick leave to care
2021 for family members pursuant to the Family and Medical Leave Act and
2022 the California Family Rights Act as specified in Appendix F.

2023 16.6 **Parental Leave**

2024 16.6.1 **Compliance With Education Code**

2025 This Section 16.6 is intended to comply with the requirements of
2026 Education Code Section 44977.5, and shall remain in effect and be
2027 interpreted and implemented in compliance with the requirements of
2028 that law, including potential amendments or interpretations by court(s)
2029 with jurisdiction over the District and CTAB.

2030 16.6.2 **Definition of Parental Leave**

2031 For the purpose of this Section 16.6, “parental leave” means paternity
2032 leave as defined in Education Code Section 44977.5, i.e. leave” is
2033 leave required by Government Code Section 12945.2 (CFRA) for
2034 reasons of the birth of a child of a unit member, or the placement of a
2035 child with a unit member in connection with the adoption or foster care
2036 of the child by the unit member.

2037 16.6.3 **Eligibility for Parental Leave Differential Pay**

2038 Parental leave differential pay granted pursuant to this Section 16.6
2039 shall be allowed for unit members whose child was born or placed for
2040 adoption on or after January 1, 2016. During each school year, when a
2041 unit member has exhausted all available sick leave, including all
2042 accumulated sick leave, and continues to be absent from his or her
2043 duties on account of parental leave pursuant to Government Code
2044 Section 12945.2 for a period of up to twelve (12) work weeks whether
2045 or not the absence arises out of or in the course of the employment of
2046 this employee, the amount deducted from the salary due the unit
2047 member for any of the additional twelve (12) work weeks in which the
2048 absence occurs shall not exceed the sum that is actually paid a
2049 substitute employee employed to fill the unit member's position during
2050 the absence or, if no substitute was employed, the amount that would
2051 have been paid to the substitute had a substitute been employed. The
2052 District shall make every reasonable effort to secure the services of a
2053 substitute teacher.

2054 All of the eligibility requirements for using CFRA leave under
2055 Government Code Section 12945.2 apply to the use of parental leave
2056 except, to the extent required by law (Education Code Section
2057 44977.5(d)), a unit member shall not be required to have 1,250 hours
2058 of service with the District during the previous 12-month period in
2059 order to be eligible for parental leave difference pay.

2060 16.6.4 **Calculation of Parental Leave**

2061 For the purposes of this Section 16.6, the following shall apply:

2062 16.6.4.1 The 12-work week period shall be reduced by any period of
2063 sick leave, including accumulated sick leave taken during a
2064 period a parental leave pursuant to Government Code
2065 Section 12945.2. The 12-work week period of parental
2066 leave differential pay runs concurrently with any
2067 entitlement to unpaid leave for this purpose under
2068 Government Code Section 12945.2, and the aggregate
2069 amount of parental leave taken pursuant to this section
2070 16.6.4 and Government Code Section 12945.2 shall not
2071 exceed 12 work weeks in a 12-month period.

2072 16.6.4.2 A unit member shall not be provided more than one 12-
2073 work week period per parental leave during any 12-month
2074 period. If a school year terminates before the 12-work
2075 week period is exhausted, the unit member may take the
2076 balance of the 12-work week period in the subsequent
2077 school year (subject to the limitations in Section 16.6.4.1).

- 2078 16.6.4.3 A unit member on parental leave pursuant to Government
2079 Code Section 12945.2 shall not be denied access to
2080 difference pay while on that leave.
- 2081 16.6.4.4 The parental leave described in this Section and required by
2082 Education Code Section 44977.5 shall be applicable
2083 whether or not the absence from duty is by reason of a
2084 leave of absence granted by the District's governing board.
- 2085 16.7 **Industrial Leave**
- 2086 Industrial accident or illness leave shall be provided as set forth in Education
2087 Code Section 44984.
- 2088 16.8 **Family and Medical Leave**
- 2089 16.8.1 Unit members are eligible for leave under the Federal Family and
2090 Medical Leave Act (FMLA) and the California Family Rights Act
2091 (CFRA). The Association in collaboration with District will mutually
2092 prepare a manual covering the various rights and obligations, including
2093 those areas where discretion may be exercised by the District and/or by
2094 unit members. This manual is attached to this Agreement as Appendix
2095 F and will be updated as needed to reflect changes in the applicable
2096 law.
- 2097 16.8.2 The provisions of this Agreement and District policies will be applied
2098 in conformance with the FMLA and the CFRA.
- 2099 16.9 **Pregnancy Disability Leave**
- 2100 16.9.1 Pursuant to Education Code Section 44965, a unit member may use
2101 sick leave and/or extended sick leave granted under Section 16.1 for
2102 disability due to pregnancy, miscarriage, childbirth, or related medical
2103 conditions, and recover there from.
- 2104 16.9.2 The length of pregnancy disability leave, including the date on which
2105 the leave shall begin and the date on which the unit member is no
2106 longer disabled because of pregnancy and shall return to work, shall be
2107 determined by the unit member and the unit member's physician. This
2108 does not extend the period of paid sick leave and/or extended sick
2109 leave beyond the amount granted by Section 16.1.
- 2110 16.9.3 Additional explanation of Pregnancy Disability Leave is included in
2111 Appendix F.
- 2112 16.10 **Death of Member of Immediate Family**
- 2113 16.10.1 Each unit member is entitled to a leave of absence, not to exceed five
2114 (5) days on account of the death of any member of his/her immediate

- 2115 family. Immediate family, as used in this policy, means the mother,
2116 father, grandmother, grandfather, or a grandchild of the unit member
2117 or of the spouse of the unit member, and the spouse, son, son-in-law,
2118 daughter, daughter-in-law, brother or sister of the unit member,
2119 domestic partner, or any relative living in the immediate household of
2120 the unit member. Such days need not be taken in consecutive order.
- 2121 16.10.2 Immediate family means: (a) the mother, father, grandmother,
2122 grandfather, or a grandchild of the unit member or of the spouse or
2123 domestic partner of the unit members; (b) the spouse, domestic
2124 partner, son, son-in-law, daughter, daughter-in-law, brother or sister of
2125 the unit member; or (c) any relative living in the immediate household
2126 of the unit member.
- 2127 16.10.3 Any absence for a death within the immediate family of a unit member
2128 shall be charged against this policy. Additional bereavement leave
2129 may be allowed under Section 16.4 (Personal Necessity Leave).
- 2130 16.11 **Legal Commitments and Transactions**
- 2131 Leaves of absence to serve on a jury or to appear as a witness in court other than
2132 as a litigant shall be granted with no loss in pay provided the unit member
2133 endorses the fee received, exclusive of mileage allowance, to the District.
- 2134 16.12 **Sabbatical Leave**
- 2135 Upon recommendation of the Superintendent, the Board of Trustees may grant
2136 Sabbatical Leave to unit members for purposes of professional study, travel, or a
2137 combination of study and travel. The granting of leave is subject to the following
2138 conditions:
- 2139 16.12.1 The Sabbatical leave applicant must have served at least seven (7)
2140 consecutive years as a full-time certificated unit member of the District
2141 and not have reached his/her 61st birthday.
- 2142 16.12.2 Sabbatical leaves, when granted, shall be for the purposes of full-time
2143 graduate study or research, or extensive travel. Such study, research,
2144 or travel must be related to the unit member's work assignment and
2145 improve the teaching skills and/or knowledge of the unit member.
- 2146 16.12.3 Application for Sabbatical leave must be made to the Board of
2147 Trustees through the Superintendent and the Human Resources
2148 Department on the District Sabbatical leave application form.
2149 Application must be made prior to December 31 of the school year
2150 preceding the one for which the leave is requested.
- 2151 16.12.4 The number of persons allowed sabbatical leave during any given
2152 school year shall not exceed one per 100 certificated unit members.

- 2153 16.12.5 All requests for Sabbatical leave shall be reviewed by a Sabbatical
2154 Leave Committee. This committee shall be composed of:
- 2155 16.12.5.1 Human Resources Officer (Chairperson);
- 2156 16.12.5.2 Two building level administrators appointed by the
2157 Superintendent;
- 2158 16.12.5.3 Four non-administrative certificated unit members elected
2159 by the teaching staff;
- 2160 16.12.6 Eligible certificated unit members will indicate their interest in serving
2161 on the Sabbatical Leave Committee by filing their names with the
2162 Association. The Association will then conduct a District-wide secret
2163 ballot. The four (4) candidates with the most votes shall serve on the
2164 Sabbatical Leave Committee. Their term shall be for three (3) years
2165 with the balloting taking place by June 1.
- 2166 16.12.7 The committee shall evaluate applicants and recommend either
2167 “Consideration warranted” or “not recommended for this year.” The
2168 evaluation shall be completed by February 1.
- 2169 16.12.8 The period of the Sabbatical leave shall be for one-half school year or
2170 one school year. Compensation shall be one-half the salary the unit
2171 member would have received had he/she remained in the service of the
2172 District for their period of the leave.
- 2173 16.12.9 Unit members applying for Sabbatical leave will sign an agreement to
2174 return to service in the District for not less than two years upon
2175 completion of the leave, or to restore to the District all salary payment
2176 received while on leave.
- 2177 16.12.10 Sabbatical leave shall be counted as a year of experience on the salary
2178 schedule, and the unit member shall be entitled to return to the same
2179 type of position as held when the leave was granted.
- 2180 16.12.11 Should injury or illness prevent a unit member from completing a
2181 Sabbatical leave, the Sabbatical leave will be terminated and all
2182 provisions for sick leave will apply. If death prevents the unit member
2183 from fulfilling his agreement to return to service in the District, no
2184 repayment of salary will be required of his/her estate.
- 2185 16.12.12 Each unit member who has been on Sabbatical leave shall file with the
2186 Sabbatical Leave Committee a detailed written report not later than
2187 sixty (60) days after return to active duty. The unit member should not
2188 be considered as having completed the requirements of a Sabbatical
2189 leave until such report has been filed with the Sabbatical Leave
2190 Committee.

2191 16.13 **Educational Improvement Leave**

2192 Upon recommendation of the Superintendent, the Board of Trustees may grant a
2193 leave for educational improvement to unit members for purposes of study subject
2194 to the following conditions:

2195 16.13.1 The unit member must have served three consecutive years as a full-
2196 time unit member of the District. Requests for the waiver of the three
2197 years requirement will be considered by the Superintendent only under
2198 the most exceptional circumstances.

2199 16.13.2 The application for an educational improvement leave must indicate a
2200 significant educational program to be undertaken or define a very
2201 unique or significant education opportunity.

2202 16.13.3 Application for educational improvement leave shall be made to the
2203 Board of Trustees through the Human Resources Department and the
2204 Superintendent on the District application form. Application must be
2205 submitted to the Human Resources Department prior to March 31 of
2206 the school year preceding the one for which the leave is requested.

2207 16.13.4 The number of persons allowed educational improvement leave during
2208 any given school year shall not exceed two per one hundred
2209 certificated unit members.

2210 16.13.5 The period of educational improvement leave shall be one school year
2211 and there shall be no compensation. An extension of the leave for a
2212 second year will be approved only under the most unique
2213 circumstances.

2214 16.13.6 Unit members on an educational improvement leave shall be eligible
2215 for participation in the basic health and welfare program, which is
2216 available to all full-time unit members. Unit members who indicate a
2217 desire to be covered by the health and welfare programs will sign an
2218 agreement to return to the District for not less than one year upon
2219 completion of the leave or to restore to the District all health and
2220 welfare benefit money received while on leave.

2221 16.13.7 A unit member returning from educational improvement leave shall
2222 file, with the Superintendent, a detailed report giving evidence that the
2223 program of study has been carried out.

2224 16.13.8 The Human Resources Department shall attempt to assign certificated
2225 unit members returning from educational improvement leave to a
2226 position similar to the one held prior to the leave.

2227 16.13.9 Under the conditions of this leave, the unit member must sign an
2228 agreement that the Human Resources Department will be notified in
2229 writing no later than April 1 of their intention to return. The unit
2230 member's failure to notify the Human Resources Department of their
2231 intent to return as required by this Section shall constitute the unit
2232 member's resignation.

2233 16.14 **Military**

2234 16.14.1 Every unit member who enters the military of the United States of
2235 American is entitled to a military leave to the extent required by law.
2236 Such absence does not affect classification and does not constitute a
2237 "break in service." However, this absence does not count as part of the
2238 probationary period required as a condition precedent to classification
2239 as a permanent unit member.

2240 16.14.2 To the extent required by law, within six (6) months after a unit
2241 member honorably leaves the service, he/she is entitled to his/her
2242 former position at a salary he/she would have received had he/she not
2243 been on military leave. Unit members ordered into military service are
2244 entitled to one month pay from the School District if one year of
2245 service has been rendered in the District. Members of the National
2246 Guard are entitled to leave without regard to the length of their public
2247 service (Education Code 44800).

2248 16.14.3 The District will also provide military service-connected disability
2249 leave to the extent required by Education Code Section 45191.5.

2250 16.15 **Family Care and Medical Leave to Care for a Covered Service Member with**
2251 **a Service Injury or Illness**

2252 Subject to the provisions of this Agreement and state and federal law, including
2253 the FMLA and CFRA, an eligible unit member is eligible to take FMLA leave to
2254 care for a covered service member with a serious injury or illness if the unit
2255 member is the spouse, domestic partner, son, daughter, parent, or next of kin of
2256 the service member.

2257 16.15.1 Entitlement is limited to a total of 26 workweeks of leave during a
2258 'single 12-month period' to care for a covered service member with a
2259 serious injury or illness. The "single 12-month period" in which the 26
2260 weeks of leave entitlement described in this section begins on the first
2261 day a unit member takes leave to care for the covered service member.

2262 16.15.2 During the "single 12-month period" described above, an eligible unit
2263 member's FMLA leave entitlement is limited to a combined total of 26
2264 workweeks of FMLA leave for any qualifying reason.

2265 16.16 **Catastrophic Illness Benefit**

2266 On a case-by-case basis and with mutual agreement of the Association and the
2267 District, any bargaining unit member may donate accumulated and unused eligible
2268 leave credits to another bargaining unit member when that bargaining unit
2269 member or a member of his/her family suffers from a catastrophic illness or
2270 injury.

2271 16.16.1 **Definitions**

2272 16.16.1.1 Catastrophic illness or injury means an illness or injury that
2273 is expected to incapacitate a member of the bargaining unit
2274 for an extended period of time, or that incapacitates a unit
2275 member's family, and that incapacity requires the
2276 bargaining unit member to take time off from work for an
2277 extended period of time to care for that family member, and
2278 taking extended time off from work creates a financial
2279 hardship for the bargaining unit member because all of
2280 his/her sick leave and other paid time off has been
2281 exhausted.

2282 16.16.1.2 Eligible leave credits mean sick leave accrued to the
2283 donating bargaining unit member.

2284 16.16.1.3 Family members shall be as defined in this Article for
2285 bereavement.

2286 16.16.2 **Eligibility**

2287 16.16.2.1 Eligible leave credits may be donated to a bargaining unit
2288 member for a catastrophic illness or injury if all of the
2289 following requirements are met:

2290 16.16.2.1.1 The bargaining unit member who is, or
2291 whose family member is suffering from a
2292 catastrophic illness or injury requires that
2293 eligible leave credits be donated and
2294 provides verification of catastrophic injury
2295 or illness as required by the District.

2296 16.16.2.1.2 The District determines that the bargaining
2297 unit member is unable to work due to the
2298 bargaining unit member's, or his or her
2299 family member's, catastrophic illness or
2300 injury.

2301 16.16.2.1.3 The unit member requesting donations of
2302 sick leave has exhausted all accrued paid
2303 leave credits, including differential leave.

- 2339 16.17 **Leave of Absence for Unit Members Elected to the Legislature (Education**
2340 **Code 44801)**
- 2341 16.17.1 A permanent unit member who is elected to the Legislature shall be
2342 granted a leave of absence from his/her duties as a unit member of the
2343 District by the Governing Board.
- 2344 16.17.2 During the term of such leave of absence, the unit member may be
2345 employed by the school district to perform such less than full-time
2346 service requiring certification qualifications, such as compensation and
2347 upon such terms and conditions, as mutually agreed upon.
- 2348 16.17.3 Such absence shall not affect in any way the classification of such unit
2349 member.
- 2350 16.17.4 Within six (6) months after the term of office such unit member
2351 expires, he/she shall be entitled to return to the position held by
2352 him/her at the time of his/her election, at the salary to which he/she
2353 should have been entitled had he/she not absented himself/herself from
2354 the service of the District under this Section.
- 2355 16.17.5 As stated in Education Code Section 44801, a person employed to take
2356 the place of any such unit member shall not have any right to such
2357 position following the return of such unit member to the position.
- 2358 16.17.6 This Section shall apply to any permanent unit member who held the
2359 office of Member of the Assembly or State Senator on or after January
2360 4, 1965.
- 2361 16.18 **Other Leaves Required by Law**
- 2362 To the extent required by state or federal law, the District will provide unit
2363 members with leave of absence for reasons not specifically listed in this Article.
2364 For example, unit members may be entitled to leaves pursuant to Labor Code
2365 Section 230 (crime victims), 230.1 (domestic violence), 230.8 (school or child
2366 care enrollment or emergencies). Personal necessity leave may be available for
2367 these purposes pursuant to Section 16.4 above.
- 2368 16.19 **Other Leaves Without Pay**
- 2369 16.19.1 Leaves of absence for reasons not covered in other provisions of this
2370 Agreement, leave without compensation, increment, seniority or tenure
2371 credit, upon recommendation of the Superintendent or his/her
2372 designee, and approval by the Board of Trustees, may be granted for a
2373 period determined by the Superintendent or his/her designee. Prior
2374 approval is required for any such leave.
- 2375 16.19.2 A written decision of the rejection of a leave request shall be made
2376 upon request.

2377 16.19.3 The applications for such leave of absence shall be in writing. The
2378 unit member on leave shall notify the Human Resources Department
2379 of his/her intent to return from leave by April 1 of the last year of the
2380 approved leave. The unit member's failure to notify in writing by
2381 April 1 as required by this section shall constitute the unit member's
2382 resignation.

2383 **ARTICLE 17: RETIREMENT PROGRAMS**

2384 17.1 **Retiree Fringe Benefits**

2385 17.1.1 **Unit Members Hired on or After July 1, 2015**

2386 For unit members hired on or after July 1, 2015, the District shall be
2387 required to provide only the District Basic Contribution toward
2388 medical premiums set forth in Article 10, Section 10.1.1. The District
2389 Basic Contribution shall be required only to the extent required by law,
2390 and only as long as long as the District participates in the PEMHCA
2391 plan.

2392 17.1.2 **Unit Members Continuously Employed Before July 1, 2015**

2393 For unit members continuously employed in the District before July 1,
2394 2015, the District shall provide unit members retiring at the age of 55
2395 or older, fringe benefits premium contributions according to the
2396 following schedule:

2397 17.1.2.1 The District Basic Contribution required by Article 10,
2398 Section 10.1.1 and Government Code Section 22892.

2399 17.1.2.2 In addition to the District Basic Contribution, for retired
2400 unit members with at least 15 and up to 20 years of District
2401 service, the District shall provide an amount for unit
2402 member coverage only that, when added to the District
2403 Basic Contribution required by Article 10, Section 10.1.1,
2404 will not exceed the Kaiser single party rate.

2405 17.1.2.3 In addition to the District Basic Contribution for retired unit
2406 members with at least 20 and up to 30 years of District
2407 service, the District shall provide premiums for dental and
2408 vision coverage and an amount for unit member only
2409 medical coverage that, when added to the District Basic
2410 Contribution required by Article 10, Section 10.1.1, will
2411 not exceed the Kaiser single party rate.

2412 17.1.2.4 In addition to the District Basic Contribution, for retired
2413 unit members with 30 years or more of District service, the
2414 District shall provide premiums for dental and vision
2415 coverage and an amount for the retiree and spouse or
2416 domestic partner medical coverage that, when added to the
2417 District Basic Contribution required by Article 10, Section
2418 10.1.1, will not exceed the Kaiser two-party rate.

2419 17.1.3 The years of service described in Section 17.1.2 must be as a unit
2420 member in the Berryessa Union School District.

- 2421 17.1.4 The payment of the premiums (if any) required under the above
2422 provisions will continue until the retired unit member- is eligible for
2423 Medicare or reaches the age 65, whichever event occurs first. When
2424 the retired unit member is eligible for Medicare or reaches the age of
2425 65 (whichever occurs first), the unit member-retiree shall be eligible
2426 only for the District Basic Contribution as required by Section 10.1.1
2427 and Government Code Section 22892, and only to the extent that such
2428 contribution is required by law.
- 2429 17.1.5 To be eligible for retiree medical benefits under this Article, the unit
2430 member must have been on paid status in the District or on approved
2431 leave at the time of retirement and comply with all applicable rules and
2432 requirements for eligibility and participation in retiree medical benefits
2433 through CalPERS, including, but not limited to the requirement that
2434 the unit member retires under CalPERS, and that the unit member
2435 must have been enrolled in a CalPERS health plan as an active
2436 employee at the time of retirement.
- 2437 17.1.6 In lieu of any fringe benefits for those qualifying under Section 17.1.2
2438 above, a unit member with 20 or more years of Berryessa Union
2439 School District service, may elect to receive a one-time payment
2440 calculated on \$500 per each year of District service, up to a maximum
2441 of \$15,000.
- 2442 17.2 **Full Retirement Credit with Pre-Retirement Plans**
- 2443 17.2.1 The District shall allow unit members (55 years or older) to be
2444 employed on a part-time basis but with full-time retirement credit,
2445 provided all the qualifications set forth in Education Code Section
2446 22713 or its successor are met.
- 2447 17.2.2 The District and the unit member shall agree to make appropriate
2448 contributions to the State Teacher’s Retirement System (STRS) equal
2449 to the amount required as if serving as a full-time unit member.
- 2450 17.2.3 The minimum part-time employment shall be the equivalent of one-
2451 half the number of days of a full-time position during the final year of
2452 service in a full-time position. If the Governing Board agrees, the
2453 reduced service may be full-time for at least one-half year, or may be
2454 on a daily schedule.
- 2455 17.2.4 Because this program requires a shared teaching position, final
2456 determination as to which unit members will participate as shared
2457 staff, the assignment, location, and the form of the shared employment
2458 rests within the Governing Board’s sole discretion.

2459 17.3 **Substitute Service by Retired Unit Members**

2460 Berryessa Union School District retirees who provide services as a substitute will
2461 receive compensation equal to at least 150% of the daily rate paid to substitutes.

2462

2463 **ARTICLE 18: SAFETY**

2464 18.1 **Healthful and Safe Conditions**

2465 18.1.1 Every effort shall be made to maintain healthful and safe conditions in
2466 all classrooms. Teachers shall not be required to work under unsafe
2467 conditions or to perform tasks which endanger their health, safety, or
2468 well-being.

2469 18.1.2 It shall be the responsibility of unit members to report unsafe,
2470 hazardous or unsanitary conditions as soon as possible to the building
2471 supervisor who shall report the condition to the administrator as soon
2472 as possible.

2473 18.1.3 The District emergency plan will go into effect immediately when
2474 unsafe, hazardous, or unsanitary conditions exist. Unsafe, hazardous,
2475 or unsanitary conditions shall be corrected as soon as possible.

2476 18.1.4 In the event a hazardous, unsafe, or unsanitary condition exists within
2477 a school, making it necessary to dismiss students, teachers will not be
2478 required to remain in the building, but may be reassigned to other
2479 instructional activities.

2480 18.1.5 A District-wide Safety Committee will be established. The California
2481 Teachers Association of Berryessa may appoint representatives from
2482 its bargaining unit as part of the committee. The committee shall be
2483 made up of equal members of management and certificated personnel.

2484 18.1.6 Unit members shall be informed on the first day of each work year by
2485 the District, concerning student, parent, and teacher rights with regard
2486 to student behavior.

2487 18.2 **Assault and Battery**

2488 18.2.1 Unit members shall immediately report cases of assault and battery
2489 suffered by them in connection with their employment to their site
2490 administrator or immediate supervisor. The victim and the supervisor
2491 shall immediately report the incident to the police and submit a written
2492 report to the Superintendent. To the extent permitted by law, the
2493 Superintendent or designee shall provide the victim with information
2494 relating to the incident.

2495 18.2.2 The employer shall reimburse unit members up to \$150 for the repair
2496 or replacement cost of personal property lost or damaged due to assault
2497 and battery. Personal property is limited to items exceeding \$10 in
2498 value and necessary for the discharge of unit member's duties. Said
2499 reimbursement shall be processed as long as the unit members'
2500 insurance does not cover the lost or damaged item. Verification of

2501 actual value at the time of loss of such items shall be provided by the
2502 unit member within five (5) working days.

2503 18.3 **Personal Property Protection and Liability Coverage**

2504 The District will discourage all unit members from using their personal vehicle
2505 for the purpose of transporting students. All unit members shall be informed on
2506 the first day of each school year that written permission must be obtained from the
2507 District prior to transporting students in their personal vehicles.

2508 **ARTICLE 19: SHARED CONTRACT**

2509 19.1 **Shared Contract Application and Renewal**

2510 A shared contract is full-time service provided by two or more certificated,
2511 tenured unit members sharing one full-time assignment and assuming full-time
2512 responsibility for their students' program and progress. Only tenured unit
2513 members may initiate and enter into shared contracts for a period of one school
2514 year. Tenured unit members shall submit a written proposal to the site
2515 administrator on or before March 1 for a shared contract for the following school
2516 year. After consulting with the Assistant Superintendent, the site administrator
2517 may propose changes to the written proposal or may agree with the initial
2518 proposal. If the tenured unit members agree with the proposed changes, the
2519 proposal shall be implemented during the following school year upon approval of
2520 the Assistant Superintendent of Personnel Services. Unit members working an
2521 approved shared contract shall request renewal of the shared contract by March 1
2522 of each subsequent year. The Assistant Superintendent shall notify the unit
2523 members of the approval or rejection of the renewal request by March 15. If the
2524 Assistant Superintendent rejects a shared contract proposal or renewal, he/she will
2525 provide reasons for the rejection upon request.

2526 19.2 **Proration of Salary and Benefits**

2527 Unit members on a shared contract shall be placed on the regular salary schedule,
2528 paid proportionately for contracted service and receive a proration of fringe
2529 benefits and sick leave. The District and the unit member shall make
2530 contributions to STRS as required by law.

2531 19.3 **Return to Full-Time**

2532 Unit members on shared contracts who previously held a full-time position in the
2533 District shall have the right to return to a full-time position provided the unit
2534 members have notified the District in writing by April 1 of their intention to
2535 return to a full-time assignment in the subsequent school year. Unit members
2536 shall be returned to full-time status in the following school year provided there are
2537 vacant positions in the District for which the unit members are qualified to fill
2538 through specific training or experience.

2539 19.4 **Mutual Agreement Required**

2540 Teaching assignments may be shared by any arrangement mutually agreed to in
2541 writing by the tenured unit members and the District.

2542 19.5 **Step and Column Movement**

2543 Unit members sharing contracts shall receive salary step movement at the start of
2544 the school year, following the accumulation of one year of full-time service.
2545 Class movement shall be pursuant to existing District policy.

2546 19.6 **Plan for Shared Responsibilities**

2547 Responsibilities (including, but not limited to parent conferences, open house and
2548 back-to-school nights, faculty/staff meetings, adjunct duties) shall be allocated
2549 according to a plan designed by the teaching partners and recommended by the
2550 site administrator and submitted to the Assistant Superintendent or designee for
2551 approval. This plan shall be submitted along with the initial application for the
2552 shared contract and any renewal requests.

2553 19.7 **Evaluation Procedures**

2554 In case of a split year contract, evaluation timelines may be altered as part of the
2555 shared contract proposal approved by the District.

2556 **ARTICLE 20: NOTICE OF LAYOFF**

2557 In the event permanent and probationary unit members are laid off under the provisions
2558 of Education Code Section 44955 and/or 44955.5 in accordance with Section 44949, the
2559 dates prescribed in each of said sections will be followed.

2560 **ARTICLE 21: COLLABORATIVE ORGANIZATIONAL**
2561 **PROCESSES**

2562 21.1 The District and the Association, on behalf of its unit members, are committed to
2563 developing and implementing a shared decision-making process which allows for
2564 the following:

2565 21.1.1 A model of site decision making initiated at each school;

2566 21.1.2 Broad based input from staff, community, and when appropriate,
2567 students; and

2568 21.1.3 Incorporation of District-wide needs and perspective in support of the
2569 programmatic and instructional needs of students.

2570 21.2 To this end, the District and Association will collaborate to develop a District-
2571 wide process, which incorporates the elements cited above.

2572 **ARTICLE 22: CONCERTED ACTIVITIES**

2573 22.1 **Strikes, Work Stoppage, Slow-downs**

2574 It is agreed and understood that there will be no strike, work stoppage, slow-
2575 down, or refusal or failure to fully and faithfully perform job functions and
2576 responsibilities by the Association or by its officers, agents, or members during
2577 the term of this Agreement, including compliance with the request of other labor
2578 organizations to engage in such activity

2579 22.2 **Association's Commitment to District**

2580 The Association recognizes the duty and obligation of its representatives to
2581 comply with the provisions of this Agreement and to make every effort toward
2582 inducing all unit members to do so. In the event of a strike, work stoppage, or
2583 slow-down, by unit members who are represented by the Association, the
2584 Association agrees in good faith to take all necessary steps in an attempt to cause
2585 those unit members to cease such action.

2586 **ARTICLE 23: EFFECT OF AGREEMENT**

2587 It is understood and agreed that the specific provisions contained in the Agreement shall
2588 prevail over District practices and procedures and over State laws to the extent permitted
2589 by State law, and that in the absence of specific provisions in this Agreement, such
2590 practices and procedures are discretionary with the District.

2591 **ARTICLE 24: COMPLETION OF MEET AND**
2592 **NEGOTIATION**

2593 During the term of this Agreement, the Association agrees that the District shall not be
2594 obligated to meet and negotiate with respect to any subject or matter whether or not
2595 referred to or covered in this Agreement, even though each subject or matter may not
2596 have been within the knowledge or contemplation of either or both the District or the
2597 Association at the time they met and negotiated on or executed this Agreement, and even
2598 though such subject or matters were proposed and later withdrawn. However, nothing in
2599 this Agreement shall prevent the parties from mutually agreeing to negotiate on any topic.

2600 **ARTICLE 25: SAVINGS PROVISIONS**

2601 If any provisions of this Agreement are held to be contrary to law by a court of competent
2602 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent
2603 permitted by law, but all other provisions will continue in full force and effect.

2604 **ARTICLE 26: LENGTH OF CONTRACT**

2605 26.1 This Agreement shall remain in full force and effect from February 27, 2018 up to
2606 and including June 30, 2020, and shall remain in effect until one of the parties
2607 notifies the other in writing of a request to modify, amend or terminate this
2608 Agreement.

2609 26.2 Notwithstanding Article 24, the parties agree to the following re-openers during
2610 the term of this Agreement:

- 2611 • At the request of either party, the parties will negotiate regarding the
2612 implementation of the new employee orientation and unit member contact
2613 information requirements of AB 119, and
2614 • Re-openers for 2019-2020 will include Article 9 (Compensation), Article
2615 10 (Benefits), and up to two (2) articles selected by each party.

2616 26.3 Proposals to modify, amend, or terminate this Agreement shall be presented in
2617 writing at a public meeting of the Board of Trustees as required by Government
2618 Code Section 3547.

2619 **ARTICLE 27: EXECUTION OF AGREEMENT**

2620 This Agreement is a result of good faith meetings and negotiations between CTAB and
2621 the Berryessa Union School District and was executed by both parties on February 9,
2622 2018, and approved by the Berryessa Union School District Board of Trustees on
2623 February 27, 2018.

2624 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM:**

2625 **CTAB**

DISTRICT

2626 Kris Clarke, CTA Executive Director
2627
2628 Amy Swain, Teacher, Morrill
2629 Joe Hermann, Teacher Brooktree
2630 Nadya Houston, Teacher, Toyon
2631
2632 Heather Du Bose, Teacher, Toyon
2633 Meghan Chiechi, School Psychologist
2634
2635
2636
2637

Phuong Le, Deputy Superintendent-
Administrative Services
Darrien Johnson, Assistant Superintendent -
Human Resources
Joseph McCreary, Assistant Superintendent-
Education Services
Chris Mosley, Principal, Sierramont
Carol Mar, Principal, Laneview
Maila Nguyen, Administrative Assistant-
Human Resources
Janet Sommer, Attorney -
Burke, Williams & Sorenson, L.L.P.

2638 **Signature for CTAB**

Signature for the District

2639 _____
2640 Amy Swain
2641 CTAB Bargaining Chair

Darrien Johnson, Assistant Superintendent-
Human Resources

2642 Date: _____

Date: _____

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

BOARD POLICY 4013 / 5133

PERSONNEL: GENERAL

Sexual Harassment

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

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

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

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

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

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

ADMINISTRATIVE REGULATION 4013 / 5133

PERSONNEL: GENERAL

Sexual Harassment

I. Sexual Harassment Defined

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

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

II. Supervisors' and Managers' Responsibility

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

III. Confidentiality

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

IV. Reporting Procedures

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

A. Student Reports

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

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

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

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

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

B. Employee Reports

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

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

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

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

C. Designation of "District Compliance Officer"

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

V. Investigation

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

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

VI. District Action

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

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

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

VII. Reprisals and Retaliation Forbidden

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

VIII. Right to Alternative Complaint Procedures

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

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

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

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

IX. Sexual Harassment as Child Abuse

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

X. Policy Distribution

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

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

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

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

Adopted: May 20, 1997

State/Local Fair Employment Practice Agencies (FEPA)

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

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

DFEH District Offices

Bakersfield District Office

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

Fresno District Office

1320 East Shaw Avenue, Suite 150
Fresno, California 93710

Los Angeles District Office

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

Oakland District Office

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

Sacramento District Office

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

San Diego District Office

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

San Francisco District Office

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

San Jose District Office

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

Santa Ana District Office

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

Equal Employment Opportunity Commission (EEOC) Offices

Fresno Local Office

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

San Diego Area Office

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

Los Angeles District Office

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

San Francisco District Office

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

Oakland Local Office

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

San Jose Local Office

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

BOARD POLICY 4020

PERSONNEL: GENERAL

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATIVE REGULATION 4020

PERSONNEL: GENERAL

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

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

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

I. Intent

It is the intent of the Administration that:

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

II. Criteria

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

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

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

III. Implementation

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

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

IV. Procedures

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

V. Responsibilities

A. The Superintendent

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

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

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

UNLAWFUL HARASSMENT

1. Harassment Prohibited

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

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

2. Harassment Defined

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

- C. Harassment does not include speech or other forms of communication protected by the First Amendment to the United States Constitution or by Article 1, Section 2 of the California Constitution.
 - D. The district will take disciplinary action up to and including termination against any district employee who harasses another district employee or applicant for employment in violation of these guidelines.
 - E. Sexual harassment is covered by policy and administrative guidelines 4013.
3. Supervisors' and Managers' Responsibility

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

4. Confidentiality

The district will respect the confidentiality of the complainant, the individuals(s) against whom the complaint is made, and any witnesses to the greatest extent possible, consistent with the district's legal obligations and the need to investigate harassment allegations and to take remedial and corrective action.

5. Complaint

- A. The district recognizes that some forms of harassment may be resolved through open discussion between the individuals involved. The district encourages any employee who believes that he or she has been harassed to directly inform the harasser that the conduct is unwelcome and must stop. The district encourages any co-worker or other employee who witnesses prohibited harassment to intervene on the victim's behalf and immediately report the harassing conduct. The district does not, however, require either the victim or witnesses to confront the harasser.
- B. The District asks all employees who believe they have been harassed by another district employee, and any persons who know or believe that they have knowledge of conduct that may constitute harassment prohibited under these guidelines, to report the alleged conduct to their immediate supervisor, to any other district supervisor or manager, or to the Superintendent's Office. Reporting acts of harassment immediately will enable the district to take corrective action and to take steps to prevent additional harassment.
 - 1. The report may be verbal or written. Using a formal complaint form is not required, although one is available in each school office, the district Human Resources Office, or the Superintendent's Office if the employee wants to use a written form.

2. A supervisory or management employee receiving a written harassment complaint from a district employee shall immediately forward it to the Superintendent's Office. A supervisory or management employee receiving a verbal complaint shall immediately notify the Superintendent's Office, reduce the complaint to writing, and within a reasonable time after receiving the complaint, forward a written report to the Superintendent's Office. Failure to report the complaint as required shall be grounds for discipline.
- C. The Superintendent will investigate harassment complaints under the district's Miscellaneous Complaint Policy. The time limits stated in administrative guidelines under that policy may be waived by agreement of the district and complainant.

6. Report

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

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

7. Reprisals and Retaliation Forbidden

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

8. Employee's Right to Alternative Complaint Procedures

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

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

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

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

9. Notice to Employees

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

Legal reference:

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

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

APPENDIX B: DEFINITIONS

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

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

APPENDIX C1: 2017-2018 CERTIFICATED SALARY SCHEDULE

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

Regular 2017-18 Teachers Salary Schedule Effective 07/01/2017 5%

183 Days

Step/Range	C		D		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	57,780	59,505	58,913	60,638	60,046	61,771	60,369	62,094	63,332	65,057
2	58,913	60,638	60,046	61,771	61,179	62,904	63,105	64,830	66,066	67,791
3	60,046	61,771	61,179	62,904	63,001	64,726	65,837	67,562	68,799	70,524
4	61,179	62,904	62,048	64,373	65,721	67,446	68,566	70,291	71,533	73,258
5	62,419	64,144	66,589	68,314	69,446	70,171	71,299	73,024	74,264	75,989
6	65,151	68,876	69,630	71,355	71,167	72,892	74,032	75,757	76,980	78,705
7	67,886	69,611	72,665	74,390	73,886	75,611	76,758	78,483	79,732	81,457
8	70,619	72,344	75,703	77,428	76,607	78,332	79,503	81,228	82,467	84,192
9	73,350	75,075	78,742	80,467	79,328	81,053	82,236	83,961	85,193	86,918
10	73,350	75,075	81,777	83,502	82,047	83,772	84,987	86,692	87,928	89,653
11	73,350	75,075	81,777	83,502	84,768	86,493	87,700	89,425	90,661	92,386
12	73,350	75,075	81,777	83,502	86,208	87,933	90,433	92,158	93,392	95,117
13	73,350	75,075	81,777	83,502	87,647	89,372	93,168	94,893	96,126	97,851
14	73,350	75,075	81,777	83,502	89,087	90,812	93,168	94,893	96,126	97,851
15	73,350	75,075	81,777	83,502	90,527	92,252	96,367	98,092	99,328	101,053
16	73,350	75,075	81,777	83,502	90,527	92,252	96,367	98,092	99,328	101,053
17	73,350	75,075	81,777	83,502	93,407	95,132	99,566	101,291	102,529	104,254
18	73,350	75,075	81,777	83,502	93,407	95,132	99,566	101,291	102,529	104,254
19	73,350	75,075	81,777	83,502	96,288	98,013	102,767	104,492	105,731	107,456
20	73,350	75,075	81,777	83,502	96,288	98,013	102,767	104,492	105,731	107,456
21	73,350	75,075	81,777	83,502	97,728	99,453	104,367	106,092	107,330	109,055

Unit members who work 183/184 workdays will be paid for two (2) additional work days at per-diem rate for School Year 2018-19 and 2019-20 only

Board Approve Date

8/27/18

Blum B. L.
Signature

Date

8/28/18

- Master Stipend \$1,725
- 183/184 Stipend \$2,000
- 184/185 Stipend \$4,000
- Counselor stipend \$1,000
- School Social Worker Stipend \$1,000
- Doctoral Stipend 2% of cell placement
- District Librarian
- Program Specialist
- Teacher Advisor/Instructional Coach 10% of cell placement
- For Employees in the position prior to February 27, 2018 ONLY
- Hourly Rate \$48.30
- Without ELD certification
- 2833 of cell placement
- Work Year
 - Counselor 194 days
 - Program Specialist 194 days
 - Librarian 194 days
 - Nurse 196 days
 - Teacher 183 days
 - Teacher relocator 183 days
 - Advisor/Instructional Coach 182 days
 - School Social Worker 188 days

2018
Approved: Carmen L. F. and G
Add \$2,000 at Step 22

Ap 183 C1

Appendix C1

APPENDIX C2: 2017-2018 CERTIFICATED SALARY SCHEDULE

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

Ap fix C2

183 Days
Y-Rated 2017-18 Teachers Salary Schedule Effective 07/01/2017 5%

Step/Range	C		D		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	57,780	59,505	58,913	60,638	60,046	61,771	60,369	62,094	63,332	65,057
2	58,913	60,638	60,046	61,771	61,179	62,904	63,105	64,830	66,066	67,791
3	60,046	61,771	61,179	62,904	63,001	64,726	65,837	67,562	68,799	70,524
4	61,179	62,904	62,648	64,373	65,738	67,463	68,566	70,291	71,533	73,258
5	62,419	64,144	66,589	68,314	68,479	70,204	71,299	73,024	74,264	75,989
6	65,151	66,876	69,630	71,355	72,434	74,159	74,032	75,757	76,980	78,705
7	67,886	69,611	72,665	74,300	75,477	77,202	76,768	78,493	79,732	81,457
8	70,619	72,344	75,703	77,428	78,521	80,246	79,503	81,228	82,467	84,192
9	73,350	75,075	78,742	80,467	81,564	83,289	82,236	83,961	85,193	86,918
10	73,350	75,075	81,777	83,502	84,805	86,330	84,967	86,692	87,928	89,653
11	73,350	75,075	81,777	83,502	87,647	89,372	87,700	89,425	90,661	92,386
12	73,350	75,075	81,777	83,502	87,647	89,372	90,433	92,158	93,392	95,117
13	73,350	75,075	81,777	83,502	87,647	89,372	93,168	94,893	96,126	97,851
14	73,350	75,075	81,777	83,502	89,087	90,812	93,168	94,893	96,126	97,851
15	73,350	75,075	81,777	83,502	90,527	92,252	96,367	98,092	99,328	101,053
16	73,350	75,075	81,777	83,502	90,527	92,252	96,367	98,092	99,328	101,053
17	73,350	75,075	81,777	83,502	93,407	95,132	99,566	101,291	102,529	104,254
18	73,350	75,075	81,777	83,502	93,407	95,132	99,566	101,291	102,529	104,254
19	73,350	75,075	81,777	83,502	96,288	98,013	102,767	104,492	105,731	107,456
20	73,350	75,075	81,777	83,502	96,288	98,013	102,767	104,492	105,731	107,456
21	73,350	75,075	81,777	83,502	97,728	99,453	104,367	106,092	107,330	109,055

Unit members who work 183/184 workdays will be paid for two (2) additional work days at per-diem rate for School Year 2018-19 and 2019-20 only

Board Approve Date: 2/27/18 Signature: [Signature] Date: 2/28/18

- Master Step/nd \$1,275
- K-12/CK - stipend \$2,000
- 13th stipend \$4,000
- Counselor stipend \$1,000
- School Social Worker Stipend \$1,000
- Doctoral Stipend 3% of call placement
- District Librarian \$4,192
- Program Specialist \$9,653
- Teacher Advisor/Instructional Coach 20% of call placement \$2,386
- 10% of call placement \$9,117
- Per Employees in this position prior to February 25, 2018 only \$48.30
- Hourly Rate \$48.30
- Without ELD certification \$833 of call placement
- Work Year:
 - Counselor 194 days
 - Program Specialist 194 days
 - Librarian 194 days
 - Nurse 196 days
 - Teacher 183 days
 - Teacher 183 days
 - Advisor/Instructional Coach 192 days
 - Archival/Account Manager 196 days
 - Other Teachers 20 Spkr 184 days
 - Self
- Language: Column E, F, and G Add \$2,000 at Step 22

APPENDIX C3: 2017-2018 CERTIFICATED PSYCHOLOGIST SALARY SCHEDULE

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

Ap 11x C3

2017-18 Psychologist Salary Schedule 5%

Step/Range	C 1,725		D 194 Days		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	67,379	69,104	68,700	70,425	70,021	71,746	70,397	72,122	73,852	75,577
2	68,700	70,425	70,021	71,746	71,342	73,067	73,588	75,313	77,041	78,766
3	70,021	71,746	71,342	73,067	73,467	75,192	76,774	78,499	80,228	81,953
4	71,342	73,067	73,065	74,780	76,638	78,363	79,956	81,681	83,416	85,141
5	72,788	74,513	77,651	79,376	79,817	81,542	83,143	84,868	86,601	88,326
6	75,974	77,699	81,197	82,922	82,989	84,714	86,331	88,056	89,768	91,493
7	79,163	80,888	84,736	86,461	86,160	87,885	89,520	91,245	92,977	94,702
8	82,350	84,075	88,279	90,004	89,333	91,058	92,710	94,435	96,166	97,891
9	85,535	87,260	91,822	93,547	92,505	94,230	95,897	97,622	99,345	101,070
10	85,535	87,260	95,362	97,087	95,677	97,402	99,082	100,807	102,535	104,260
11	85,535	87,260	95,362	97,087	98,849	100,574	102,269	103,994	105,722	107,447
12	85,535	87,260	95,362	97,087	100,529	102,254	105,456	107,181	108,907	110,832
13	85,535	87,260	95,362	97,087	102,207	103,932	108,645	110,370	112,095	113,820
14	85,535	87,260	95,362	97,087	103,886	105,611	108,645	110,370	112,095	113,820
15	85,535	87,260	95,362	97,087	105,565	107,290	112,375	114,100	115,828	117,553
16	85,535	87,260	95,362	97,087	105,565	107,290	112,375	114,100	115,828	117,553
17	85,535	87,260	95,362	97,087	108,924	110,649	116,106	117,831	119,562	121,287
18	85,535	87,260	95,362	97,087	108,924	110,649	116,106	117,831	119,562	121,287
19	85,535	87,260	95,362	97,087	112,264	114,009	119,838	121,563	123,295	125,020
20	85,535	87,260	95,362	97,087	112,264	114,009	119,838	121,563	123,295	125,020
21	85,535	87,260	95,362	97,087	113,962	115,687	121,704	123,429	125,160	126,885

Master Step/yr: 1,725
 Doctoral Step/yr: 3% of cost placement
 Week Year: 194 days
 Longevity: Column E, F, and G
 Add \$2,000 at Step 22
 Annual Step/yr: \$5,000

Board Approve Date: 2/27/18 Signature: [Signature] Date: 2/28/18

2/28/2018

APPENDIX C4: 2018-2019 CERTIFICATED SALARY SCHEDULE

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

Appendix C4

183 Days
Regular 2018-19 Teachers Salary Schedule Effective 07/01/2018 2.5%

Step/Range	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	59,225	60,950	60,386	62,111	61,547	63,272	61,878	63,603	64,915	66,640
2	60,386	62,111	61,547	63,272	62,708	64,433	64,683	66,408	67,718	69,443
3	61,547	63,272	62,708	64,433	64,576	66,301	67,483	69,208	70,519	72,244
4	62,708	64,433	64,214	65,939	67,364	69,089	70,280	72,005	73,321	75,046
5	63,879	65,704	68,254	69,979	70,157	71,882	73,081	74,806	76,121	77,846
6	66,780	68,505	71,371	73,096	72,946	74,671	75,883	77,608	78,905	80,630
7	69,583	71,308	74,482	76,207	75,733	77,458	78,687	80,412	81,725	83,450
8	72,384	74,109	77,596	79,321	78,522	80,247	81,481	83,216	84,529	86,254
9	75,184	76,909	80,711	82,436	81,311	83,036	84,282	86,017	87,323	89,048
10	75,184	76,909	83,821	85,546	84,098	85,823	87,091	88,816	90,126	91,851
11	75,184	76,909	83,821	85,546	86,887	88,612	89,893	91,618	92,928	94,653
12	75,184	76,909	83,821	85,546	88,363	90,088	92,694	94,419	95,727	97,452
13	75,184	76,909	83,821	85,546	89,838	91,563	95,487	97,222	98,529	100,254
14	75,184	76,909	83,821	85,546	91,314	93,039	95,497	97,222	98,529	100,254
15	75,184	76,909	83,821	85,546	92,790	94,515	98,776	100,501	101,811	103,536
16	75,184	76,909	83,821	85,546	92,790	94,515	98,776	100,501	101,811	103,536
17	75,184	76,909	83,821	85,546	95,742	97,467	102,055	103,780	105,092	106,817
18	75,184	76,909	83,821	85,546	95,742	97,467	102,055	103,780	105,092	106,817
19	75,184	76,909	83,821	85,546	98,695	100,420	105,336	107,061	108,374	110,099
20	75,184	76,909	83,821	85,546	98,695	100,420	105,336	107,061	108,374	110,099
21	75,184	76,909	83,821	85,546	100,171	101,896	106,976	108,701	110,013	111,738

all members who work 183/184 workdays will be paid for two (2) additional work days at per-diem rate for School Year 2018-19 and 2019-20 only

Board Approve Date

2/27/18

P. Williams
Signature

Date 2/28/18

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

2018

School Fiscal Worker 186 days
After February 27, 2017 186 days

Commander 194 days
Program Specialist 194 days
Librarian 194 days
Nurse 196 days
Teacher 183 days
Teacher-instructor 183 days
Administrative/Instructional Coach 192 days

Without ELD certification
9035 of cell placement

Work Year
194 days
194 days
194 days
196 days
183 days

Hourly Rate \$49.51

District Librarian
Program Specialist
Teacher Advisor/Instructional Coach
10% of cell placement
10% of cell placement
For Employees in five positions prior to February 27, 2018 OML Y

Doctoral Stipend 3% of cell placement

School Social Worker Stipend \$1,000

Commander Stipend \$1,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

ESR/ESL Stipend \$4,000

APPENDIX C5: 2018-2019 Y-RATED CERTIFICATED SALARY SCHEDULE

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

Appendix C5

183 Days
Y Rated 2018-19 Teachers Salary Schedule Effective 07/01/2018 2.5%

Step/Range	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	59,225	60,950	60,386	62,111	61,547	63,272	61,878	63,603	64,915	66,840
2	60,386	62,111	61,547	63,272	62,708	64,433	64,683	66,408	67,718	69,443
3	61,547	63,272	62,708	64,433	64,576	66,301	67,483	69,208	70,519	72,244
4	62,708	64,433	64,214	65,939	67,361	69,106	70,280	72,005	73,321	75,046
5	63,979	65,704	68,254	69,979	70,191	71,916	73,081	74,806	76,121	77,846
6	66,780	68,505	71,371	73,096	74,245	75,970	75,883	77,608	78,905	80,630
7	69,583	71,308	74,482	76,207	77,364	79,089	78,687	80,412	81,725	83,450
8	72,384	74,109	77,596	79,321	80,484	82,209	81,491	83,216	84,529	86,254
9	75,184	76,909	80,711	82,436	83,603	85,328	84,292	86,017	87,323	89,048
10	75,184	76,909	83,821	85,546	86,720	88,445	87,091	88,816	90,126	91,851
11	75,184	76,909	83,821	85,546	89,838	91,563	89,893	91,618	92,928	94,653
12	75,184	76,909	83,821	85,546	89,838	91,563	92,694	94,419	95,727	97,452
13	75,184	76,909	83,821	85,546	89,838	91,563	95,497	97,222	98,529	100,254
14	75,184	76,909	83,821	85,546	91,314	93,039	96,497	97,222	98,529	100,254
15	75,184	76,909	83,821	85,546	92,790	94,515	98,776	100,501	101,811	103,536
16	75,184	76,909	83,821	85,546	92,790	94,515	98,776	100,501	101,811	103,536
17	75,184	76,909	83,821	85,546	95,742	97,467	102,055	103,780	105,092	106,817
18	75,184	76,909	83,821	85,546	95,742	97,467	102,055	103,780	105,092	106,817
19	75,184	76,909	83,821	85,546	98,695	100,420	105,336	107,061	108,374	110,099
20	75,184	76,909	83,821	85,546	98,695	100,420	105,336	107,061	108,374	110,099
21	75,184	76,909	83,821	85,546	100,171	101,896	106,976	108,701	110,013	111,738

All members who work 183/184 workdays will be paid for two (2) additional work days at per-diem rate for School Year 2018-19 and 2019-20 only

Board Approve Date

8/27/18

[Signature]
Signature

Date

8/28/18

Length: Class E, F, and G
Add \$1,000 at Step 22

2018
School Social Worker 186 days
After February 27, 2019 188 days

- Master Step 1 \$1,275
- K-12/13K - required \$1,000
- 13K - optional \$4,000
- Counselor - optional \$1,000
- School Social Worker - optional \$1,000
- Doctoral - optional 3% of all placement
- District Librarian
- Program Specialist
- Teacher Assistant/Instructional Coach 10% of all placement
- For Employees in the position prior to February 27, 2018 OMT 4
- Hourly Rate \$49.53
- Without ELD certification
- 30% of all placement

Work Year	Days
Counselor	154 days
Program Specialist	154 days
Librarian	154 days
Teacher	183 days
Teacher Assistant	183 days
Academic/Instructional Coach	182 days

Appendix C5

APPENDIX C6: 2018-2019 CERTIFICATED PSYCHOLOGIST SALARY SCHEDULE

DEPARTMENT OF EDUCATION
1376 Piedmont Road
San Jose, CA 95132

Appendix C-6

2018-19 Psychologist Salary Schedule 2.5%

Step/Range	C		D		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	69,063	70,788	70,417	72,142	71,771	73,496	72,157	73,882	75,699	77,424
2	70,417	72,142	71,771	73,496	73,126	74,851	75,428	77,153	78,967	80,692
3	71,771	73,496	73,126	74,851	75,303	77,028	78,693	80,418	82,234	83,959
4	73,126	74,851	74,881	76,606	78,555	80,280	81,955	83,680	85,501	87,226
5	74,608	76,333	79,592	81,317	81,912	83,637	85,222	86,947	88,766	90,491
6	77,873	79,598	83,227	84,952	85,064	86,789	88,488	90,213	92,012	93,737
7	81,142	82,867	86,855	88,580	88,314	90,039	91,759	93,484	95,302	97,027
8	84,409	86,134	90,486	92,211	91,566	93,291	95,028	96,753	98,571	100,296
9	87,673	89,398	94,118	95,843	94,819	96,544	98,294	100,019	101,829	103,554
10	87,673	89,398	97,746	99,471	98,069	99,794	101,559	103,284	105,098	106,823
11	87,673	89,398	97,746	99,471	101,321	103,046	104,825	106,550	108,365	110,090
12	87,673	89,398	97,746	99,471	103,042	104,767	108,092	109,817	111,629	113,354
13	87,673	89,398	97,746	99,471	104,762	106,487	111,361	113,086	114,897	116,622
14	87,673	89,398	97,746	99,471	106,483	108,208	111,361	113,086	114,897	116,622
15	87,673	89,398	97,746	99,471	108,204	109,929	115,185	116,910	118,724	120,449
16	87,673	89,398	97,746	99,471	108,204	109,929	115,185	116,910	118,724	120,449
17	87,673	89,398	97,746	99,471	111,647	113,372	119,009	120,734	122,550	124,275
18	87,673	89,398	97,746	99,471	111,647	113,372	119,009	120,734	122,550	124,275
19	87,673	89,398	97,746	99,471	115,090	116,815	122,835	124,560	126,377	128,102
20	87,673	89,398	97,746	99,471	115,090	116,815	122,835	124,560	126,377	128,102
21	87,673	89,398	97,746	99,471	116,812	118,537	124,747	126,472	128,289	130,014

Master Stipend \$1,725

Doctoral Stipend
3% of cell placement

Work Year
Psychologist 194 days

Longevity: Caters E, F, and G
Add \$2,000 at Step 22
Annual Stipend \$5,000

Board Approve Date: 2/27/18 Signature: [Signature] Date: 2/28/18

2/28/2018

APPENDIX D: SUPPLEMENTAL PAY ACTIVITIES

S = Stipend

H = Hourly Rate

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

IS/Tech Help – (H)

STAR 9 Coordinator – (S)

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

English Language Development (ELD) Coordinator – (S)

Homework Center – (H)

Supplemental Instruction (SI) Teachers – (H)

Middle School Based Extra Curricular Sports – (S)

Middle School Based Activities Director – (S)

Middle School Based Athletic Director – (S)

**APPENDIX E: CERTIFICATED EMPLOYEES
EVALUATION SYSTEM**

Berryessa Union School District

Appendix Contents:

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

Berryessa Union School District
CERTIFICATED EVALUATION FORM

School Year: _____

Date: _____

Employee: _____

School: _____

Grade: _____

Employee Position: _____

Employee Status:

- Temporary
- Permanent
- Probationary 1
- Probationary 2

Evaluator: _____

Evaluator Position: _____

Planning Conference Date (before October 15):

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

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

1st Observation Date:

1st Observation Conference Date:

2nd Observation Date:

2nd Observation Conference Date:

Additional Observation and Conference Dates (if any):

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

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

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

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

ELEMENTS		EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING	Meets	Does Not Meet
		C. Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students. (CSTP 3.5)	MID YEAR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	END	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Mid-Year Review:
Comments:

Commendations:

Recommendations:

End of Year Review:
Comments:

Commendations:

Recommendations:

Revised 1-24-18

2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

ELEMENTS		EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING	LEVEL OF STANDARDS PERFORMANCE	
							Meets	Does Not Meet
A. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests. (CSTP 1.2)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
B. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs. (CSTP 1.4)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
C. Utilizing instructional strategies that are appropriate to the subject matter. (CSTP 3.4)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
D. Developing and sequencing long-term and short-term instructional plans to support student learning. (CSTP 4.3)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
E. Planning instruction that incorporates appropriate strategies to meet the needs of all students. (CSTP 4.4)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
F. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction. (CSTP 5.4)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							

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

Mid-Year Review:

Comments:

Commendations:

Recommendations:

End of Year Review:

Comments:

Commendations:

Recommendations:

Revised 1-24-18

3. ADHERENCE TO THE DISTRICT'S CURRICULUM

ELEMENTS		EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING	LEVEL OF STANDARDS PERFORMANCE	
							Meets	Does Not Meet
A. Promoting critical thinking through inquiry, problem solving and reflection. (CSTP 1.5)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
B. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. (CSTP 2.2)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
C. Creating a rigorous learning environment with high expectations and appropriate support for all students. (CSTP 2.4)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
D. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks. (CSTP 3.1)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating on Criterion #3							Meets	Does Not Meet
							<input type="checkbox"/>	<input type="checkbox"/>

Mid-Year Review:
Comments:

Commendations:

Recommendations:

End of Year Review:
Comments:

Commendations:

Recommendations:

Revised 1-24-18

4. ESTABLISHMENT AND MAINTENANCE OF THE LEARNING ENVIRONMENT

ELEMENTS		EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING	LEVEL OF STANDARDS PERFORMANCE	
							Meets	Does Not Meet
A. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe. (CSTP 2.3)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
B. Using instructional time to optimize learning. (CSTP 2.7)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
C. Involving students in self-assessment, goal setting, and monitoring progress. (CSTP 5.5)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating on Criterion #4							Meets	Does Not Meet
							<input type="checkbox"/>	<input type="checkbox"/>

Mid-Year Review:
Comments:

Commendations:

Recommendations:

End of Year Review:
Comments:

Commendations:

Recommendations:

Revised 1-24-18

5. ABILITY TO COMMUNICATE EFFECTIVELY

ELEMENTS		EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING	LEVEL OF STANDARDS PERFORMANCE	
							Meets	Does Not Meet
A. Developing, communicating, and maintaining high standards for individual and group behavior. (CSTP 2.5)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
B. Establishing and articulating goals for student learning. (CSTP 4.2)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
C. Reviewing data, both individually and with colleagues, to monitor student learning. (CSTP 5.3)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
D. Using assessment information to share timely and comprehensive feedback with students and their families. (CSTP 5.7)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating on Criterion #5							Meets	Does Not Meet
							<input type="checkbox"/>	<input type="checkbox"/>

Mid Year Review:

Comments:

Commendations:

Recommendations:

End of Year Review:

Comments:

Commendations:

Recommendations:

Revised 1-24-18

75%

6. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

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

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

ELEMENTS				LEVEL OF STANDARDS PERFORMANCE	
				Meets	Does Not Meet
F. Demonstrating professional responsibility, integrity, and ethical conduct. (CSTP 6.7)	MID YEAR			<input type="checkbox"/>	<input type="checkbox"/>
	END			<input type="checkbox"/>	<input type="checkbox"/>

Overall Rating on Criterion #6	Meets	Does Not Meet
	<input type="checkbox"/>	<input type="checkbox"/>

Mid-Year Review:

Comments:

Commendations:

Recommendations:

End of Year Review:

Comments:

Commendations:

Recommendations:

Revised 1-24-18

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

FINAL SUMMARY EVALUATION

Comments:

Commendations:

Recommendations:

Meets Standards Does Not Meet Standards

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

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

Evaluator: _____

Date:

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

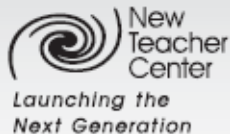
Employee: _____

Date:

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

Revised 1-24-18





California Standards for the Teaching Profession



1. Engaging and Supporting All Students in Learning

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

2. Creating and Maintaining Effective Environments for Student Learning

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

3. Understanding and Organizing Subject Matter for Student Learning

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

4. Planning Instruction and Designing Learning Experiences for All Students

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

5. Assessing Students for Learning

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

6. Developing as a Professional Educator

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

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

Berryessa Union School District

**CERTIFICATED ALTERNATIVE FINAL SUMMARY EVALUATION
FORM**

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

School Year: _____

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

Assessment Review Narrative (To be completed by evaluator)

Final Summary Evaluation:

Meet Standards

Does Not Meet Standards

Signature of Evaluatee(s)

Date

Signature of Evaluator

Date

Appendix E

Berryessa Union School District

CERTIFICATED ALTERNATIVE EVALUATION REQUEST FORM

Reference: Collective Bargaining Agreement Section 15.6

Request form due to Evaluator by October 1st

Date: _____ School Year: _____

Evaluatee(s): _____ Work Site: _____

Evaluator: _____

Statement Describing Objective(s) and Plan [Refer to CSTP's and District Focus Areas]

(To be completed by the evaluatee)

Indicators related to above identified CSTP's.

Indicators related to student learning and instruction

(What will students learn and how will you know? What instructional strategies will be used?) (To be completed by the evaluatee)

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

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

Reviewed and Approved

Denied for following reason: _____.

Evaluator's signature

Date

Appendix E

Lesson Observation

Teacher: []	Observer: []	Date: []
Focus: []	Grade/Subject: []	

Observations	Comments / Suggestions / Analysis

*Please turn over for CSTP's.

Use back of form or additional paper, if needed

Teacher Signature

Date

Evaluator

Date

7-30-14

BERRYESSA UNION SCHOOL DISTRICT
Certificated Unit Member
Certificated Evaluation Five-Year Cycle Form

Form to be completed and signed by September 25th

Name of Certificated Unit Member:

Site:

School Year:

Position of Unit Member:

Name of Evaluator:

Position of Evaluator:

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

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

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

Unit Member's Signature

Date

Evaluator Signature

Date

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

Appendix E

NON-TEACHING CERTIFICATED PERSONNEL PLANNING/EVALUATION FORM

School Year:

Employee:

School:

Grade:

Date:

Employee Position:

Employee Status: Temporary Permanent
 Probationary 1 Probationary 2

Evaluator:

Evaluator Position:

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

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

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

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard Does Not Meet Standard

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

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

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard Does Not Meet Standard

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

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

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard Does Not Meet Standard

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

- Manages time commitments
- Oversees appropriate personnel

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard Does Not Meet Standard

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

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

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard

Does Not Meet Standard

7. PROFESSIONALISM

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

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard

Does Not Meet Standard

OVERALL SUMMARY EVALUATION:

Comments:

Commendations:

Recommendations

Meets Standard

Does Not Meet Standard

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

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

Evaluator: _____

Date:

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

Employee: _____

Date:

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

CERTIFICATED EVALUATION CRITERIA WITH CONTINUA OF TEACHING PRACTICE

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

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

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

2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

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

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

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

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

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

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

Element D (CSTP 3.1)	Emerging	Exploring	Applying	Integrating	Innovating
Demonstrating knowledge of subject matter academic content standards.	Has foundational knowledge of subject matter, related academic language, and academic content standards.	Examines concepts in subject matter and academic language to identify connections between academic content	Understands and explains the relationship between essential subject matter concepts, academic language, and academic content standards.	Uses broad knowledge of the relationships between subject matter concepts, academic language, and academic content standards, in ways	Uses extensive knowledge of subject matter concepts, current issues, academic language, and research to make relevant connections to standards during

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

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

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

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

5. ABILITY TO COMMUNICATE EFFECTIVELY

Element A (CSTP 2.5)	Emerging	Exploring	Applying	Integrating	Innovating
Developing, communicating, and maintaining high standards for individual and group behavior.	Establishes expectations, rules, and consequences for individual and group behavior. Refers to standards for behavior and applies consequences as needed. Students are aware of classroom rules and consequences.	Develops expectations with some student involvement. Communicates, models and explains expectations for individual and group behavior. Reviews standards for behavior with students in single lessons or sequence of lessons in anticipation of need for reinforcement. Students know expectations for behavior and consequences and	Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual and group behavior. Utilizes routine references to standards for behavior prior and during individual and group work. Students follow behavior expectations, accept consequences and increase positive behaviors.	Integrates equitable expectations, positive supports, and consequences for individual and group behavior within and across learning activities. Guides and supports students to self-assess, monitor, and set goals for individual and group behavior and participation.	Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors. Students demonstrate positive behavior, consistent participation and are valued for their unique identities.

		respond to guidance in following them.		Students respond to individual and group behaviors and encourage and support each other to make improvements.	
Element B (CSTP 4.2) Establishing and articulating goals for student learning.	Emerging Establishes learning goals for single lessons to students based on content standards and available curriculum guidelines.	Exploring Establishes and shares learning goals for skill development with students in single lessons and sequence of lessons based on standards and curriculum.	Applying Establishes and communicates clear learning goals to students that are accessible, challenging, and differentiated to address students' diverse learning needs.	Integrating Establishes and articulates comprehensive short-and-long-term learning goals for students. Plans for students to articulate and monitor learning goals.	Innovating Establishes and articulates learning goals that are communicated clearly, referred to frequently, and utilized by students to monitor and advance their learning.
Element C (CSTP 5.3) Reviewing data, both individually and with colleagues, to monitor student learning.	Emerging Reviews and monitors available assessment data as required by site and district processes.	Exploring Reviews and monitors additional assessment data individually and with colleagues and identifies learning needs of individual students.	Applying Reviews and monitors a variety of data on student learning individually and with colleagues to identify trends and patterns among groups of students.	Integrating Reviews and monitors a broad range of data individually and with colleagues to analyze student thinking and identify underlying causes for trends.	Innovating Facilitates collaborative work and fosters colleagues ability to identify and address underlying causes for achievement patterns and trends.
Element D (CSTP 5.7) Using assessment information to share timely and comprehensible feedback with students and their families.	Emerging Provides students with feedback through assessed work and required summative assessments. Notifies families of student proficiencies, challenges, and behavior issues through school mandated procedures.	Exploring Provides students with additional feedback based on formative assessments from single lessons or sequence of lessons. Seeks to provide feedback in ways that students understand. Communicates with families about student progress, strengths, and needs at reporting periods. Contacts families as needs	Applying Provides students with clear and timely information about strengths, needs, and strategies for improving academic achievement. Provides opportunities for comprehensible and timely two-way communications with families to share student assessments, progress, raise issues and/or concerns, and guide family support.	Integrating Integrates the ongoing sharing of clear and timely feedback to students from formal and informal assessments in ways that support increased learning. Communicates regularly with families to share a range of assessment information that is comprehensible and responsive to individual student and family needs.	Innovating Facilitates students' leadership in seeking and using ongoing comprehensible feedback to accelerate their learning. Engages families in a variety of ongoing comprehensible communications about individual student progress and ways to provide and monitor support.

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

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

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

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

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

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

**APPENDIX F: FAMILY AND MEDICAL CARE LEAVE
AND PREGNANCY DISABILITY LEAVE
GUIDELINES**

BERRYESSA UNION SCHOOL DISTRICT

**APPENDIX F:
FAMILY AND MEDICAL CARE LEAVE AND
PREGNANCY DISABILITY LEAVE GUIDELINES**

Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended, and pursuant to the Uniform Services Employment and Reemployment Rights Act (USERRA). The leaves under FMLA and CFRA will run concurrently to the extent permitted by law. In addition, an eligible employee is entitled to pregnancy disability leave (PDL) as provided by California law.

These guidelines are provided to inform employees generally about FMLA, CFRA, and PDL. These guidelines are not intended to provide an exhaustive description of the terms and conditions of these leaves, and the District will administer these leaves in compliance with state and federal statutes and regulations and the collective bargaining agreement.

I. Family Care & Medical Leave

A. Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time employee must have been employed by the District for at least twelve (12) months (52 weeks), which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

B. Family Care and Medical Leave Entitlement

Subject to the provisions of this Agreement and state and federal law and regulations, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

1. The birth of a child and to care for the newborn child (FMLA and CFRA);
2. The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
3. To care for the employee's child, parent, or spouse who has a serious health condition (FMLA and CFRA).

Appendix F

- a. A child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. “In loco parentis” means in the place of a parent; instead of a parent; charged with a parent’s rights, duties, and responsibilities. It does not require a biological or legal relationship.
 - b. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.
 - c. “Spouse” means a partner in marriage as defined by Family Code Section 300, which provides, in part, “Marriage is a personal relation arising out of a civil contract between two persons...” For CFRA purposes only, “spouse” also includes a registered domestic partner within the meaning of Family Code Section 297.5.
4. Because of an employee’s own serious health condition that makes the employee unable to perform the functions of the employee’s position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave. Pregnancy disability does not count toward an employee’s CFRA leave entitlement.)
 5. Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty or has been notified of an impending call or order to active duty status in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA and CFRA leave purposes is determined by a “rolling” twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

C. Family Care and Medical Leave to Care for a Covered Servicemember with a Service Injury or Illness (FMLA Only)

Subject to the provisions of this Agreement, District policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

1. An eligible employee’s entitlement under Section C is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The “single 12-month period” in which the 26-weeks-of-leave-entitlement described in this section begins on the first day an employee takes leave to care for the covered servicemember.

2. During the “single 12-month period” described above, an eligible employee’s FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

D. Minimum Duration of Leave

1. Minimum duration of family care and medical leave taken for the birth, adoption, or foster care placement of a child: Leave taken for reason of the birth, adoption, or foster care placement of a child of the employee does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one year of the birth or placement of the child with the employee in connection with the adoption or foster care of the child by the employee. The basic minimum duration of the leave shall be two weeks. However, the District shall grant a request for a leave of less than two weeks’ duration on any two occasions.
2. Intermittent or reduced schedule leave: Eligible employees may take family care and medical leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee (FMLA/CFRA) or the serious injury or illness of a covered servicemember (FMLA only). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the District’s operations.

E. Pay Status and Benefits

Except as provided in this Agreement, a family care and medical leave will be unpaid. The District will, however, continue to provide District contributions toward health plans’ premiums during the period of family care and medical leave for up to the maximum amount of family care and medical leave required by law on the same basis as District contributions would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee’s share of premiums payments, if any, during the leave.

F. Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason under the collective bargaining agreement or District policy.

G. Relationship to Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law (CFRA only).

H. Notice to The District of Need For FMLA/CFRA or PDL Leave

1. The employee must provide written notice to the District as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.
2. The written notice must inform the District of the reasons for the leave, the anticipated start of the leave, and the anticipated duration of the leave.
3. The employee shall consult with the District and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

I. Medical Certification

1. An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the District with recertification by the health care provider.
2. An employee's request for family care and medical leave because of employee's own serious health condition or pregnancy disability leave shall be supported by a certification issued by the employee's health care provider.
3. As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.
4. Employees are required to use the medical certification forms available from the District Personnel Services Department to meet the certification and recertification requirements of this section.

J. District's Response to Leave Request

It is the District's responsibility to designate leave, paid or unpaid, Appendix F medical leave-qualifying and to notify the employee of the designation.

K. Dual Parent Employment

Where both parents are District employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

L. Employee's Status on Returning From FMLA, CFRA, or Pregnancy Disability Leave

Except as provided by law, on return from family care and medical leave or PDL, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave or PDL will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's family care and medical leave.

II. Pregnancy Disability Leave (PDL)

The following additional guidelines apply to Pregnancy Disability Leave (PDL):

A. PDL Entitlement

Under California Pregnancy Disability Leave law, an employee is entitled to a leave of up to four months, as needed, for the period(s) of time an employee is actually disabled because of pregnancy, childbirth, or a related medical condition.

B. Intermittent or Reduced Schedule Leave

Leave may be taken intermittently or on a reduced work schedule when an employee is disabled because of pregnancy, as determined by the employee's health care provider.

C. Relationship of PDL to FMLA and CFRA Leaves

Pregnancy disability leave shall run concurrently with FMLA leave. An eligible employee is entitled to a maximum of four months of pregnancy disability leave for the period of actual disability and an additional maximum of 12 workweeks of CFRA leave to care for the newborn child.

D. Pay Status and Benefits

Except as provided in this Agreement, pregnancy disability leave will be unpaid. The District will continue to provide District contributions toward health insurance plans premiums during the period of pregnancy disability leave on the same basis as coverage and contributions would have been provided had the employee not taken pregnancy disability leave. The employee will be required to continue to pay the

employee's share of these health plan premiums, if any. The employee's entitlement to health plan coverage and the District's premium contributions during pregnancy disability leave and during CFRA leave are two separate and distinct entitlements and the time periods for these two entitlements do not run concurrently.

District Recovery of Fringe Benefits Premiums

To the extent allowed by law, the District may recover from an employee, health plan premiums paid by the District for the employee's coverage while the employee was on any FMLA, CFRA, and/or pregnancy disability leave (PDL) and the employee fails to return to work following the leave(s).

**APPENDIX G: INTELLECTUAL PROPERTY RIGHTS-
AGREEMENT MODELS**

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

Form A1

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

RECITALS

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

AGREEMENT

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

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

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

- 11. **Exclusive transfer of copyright rights.** Teacher and District expressly agree that any products Teacher develops while participating in product development projects are made at District's direction while Teacher is employed by District and shall be considered "works made for hire" within the meaning of federal copyright law. Teacher assigns and transfers to District the exclusive right to all Teacher's copyright rights, if any, in the products Teacher develops while on paid leave under this Agreement.
- 12. **Nondisclosure agreement.** Teacher agrees not to disclose to any District competitor or potential competitor any part of the content, technical specifications, general concept, or overall "feel" of any District product, whether fully developed or in progress, that has not been made available to the public or to the general teaching profession.

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

TEACHER:

DISTRICT:

By _____
Teacher

By _____
Superintendent
Berryessa Union School District

Approved by the California Teachers Association of Berryessa:

Date: _____

Attest: _____
CTAB President

Approved by the Governing Board of Trustees:

Date: _____

Attest: _____
Clerk of the Board

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

Form A2

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

RECITALS

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

AGREEMENT

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

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

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

TEACHER:

DISTRICT:

By _____
Teacher

By _____
Superintendent
Berryessa Union School District

Approved by the California Teachers Association of Berryessa:

Date: _____

Attest: _____
CTAB President

Approved by the Governing Board of Trustees:

Date: _____

Attest: _____
Clerk of the Board

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

Form B

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

RECITALS

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

AGREEMENT

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

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

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

TEACHER:

DISTRICT:

By _____

Teacher

By _____

Superintendent

Berryessa Union School District

Approved by the California Teachers Association of Berryessa:

Date: _____

Attest: _____

CTAB President

Approved by the Governing Board of Trustees:

Date: _____

Attest: _____

Clerk of the Board

APPENDIX H: PEER ASSISTANCE AND REVIEW

Peer Assistance and Review Program

1. Purpose

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

2. Definitions for Purposes of This Document

2.1 "Classroom Teacher" or "Teacher"

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

2.2 "Participating Teacher"

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

2.3 "Consulting Teacher"

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

2.4 "Beginning Teacher"

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

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

2.5 “Voluntary Participating Teacher”

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

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

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

2.6 “Participating Teacher with An Unsatisfactory Evaluation”

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

2.7 “Principal” or “Evaluating Administrator”

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

3. Program Outline

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

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

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

Participating Teacher has been able to demonstrate satisfactory improvement.

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

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

4. Governance and Program Structure

4.1 Joint Panel

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

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

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

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

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

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

4.2 Consulting Teachers

4.2.1 Minimum qualifications for Consulting Teacher:

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

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

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

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

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

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

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

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

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

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

5. Other Provisions

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

Form 1

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

Teacher: _____

School Principal (or other evaluator): _____

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

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

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

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

Date

Signature of Principal or Other Evaluator

Form 2

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

Participating
Teacher: _____

Consulting
Teacher: _____

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

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

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

Area in need of improvement: _____

Assistance provided: _____

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

Area in need of improvement: _____

Assistance provided: _____

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

Area in need of improvement: _____

Assistance provided: _____

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

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

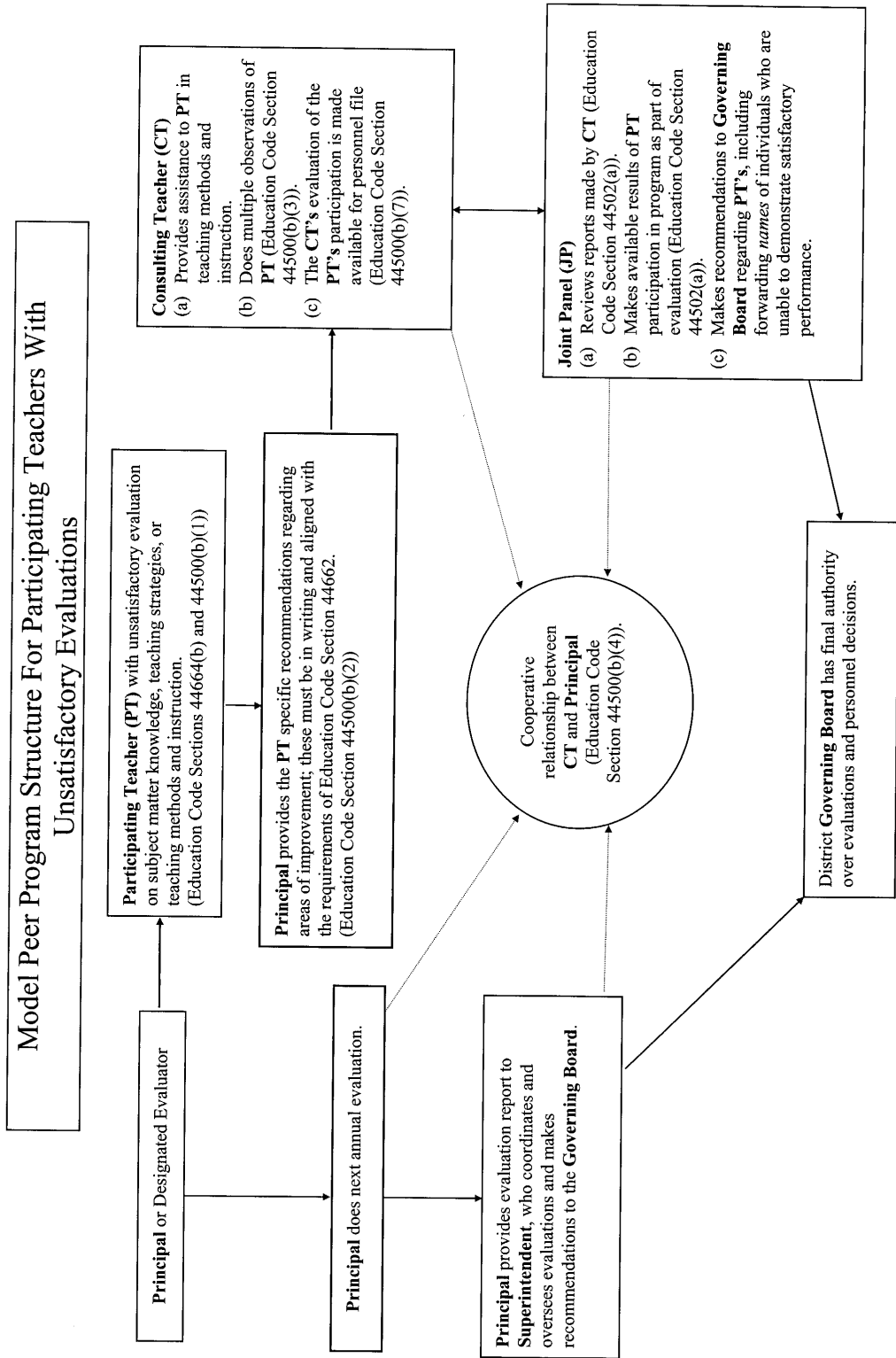
Date

Signature of Consulting Teacher

Date

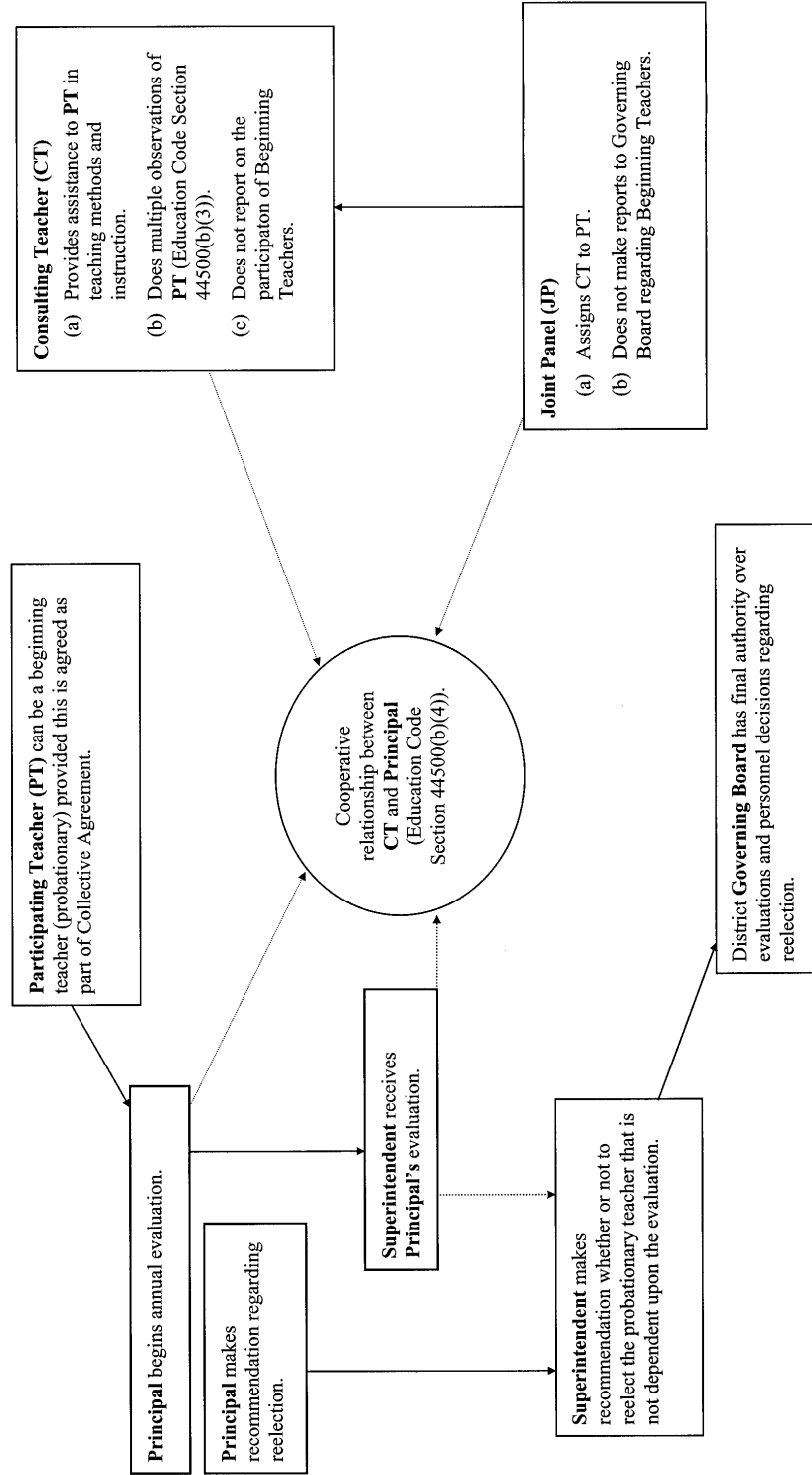
Signature of Participating Teacher

Diagram 1



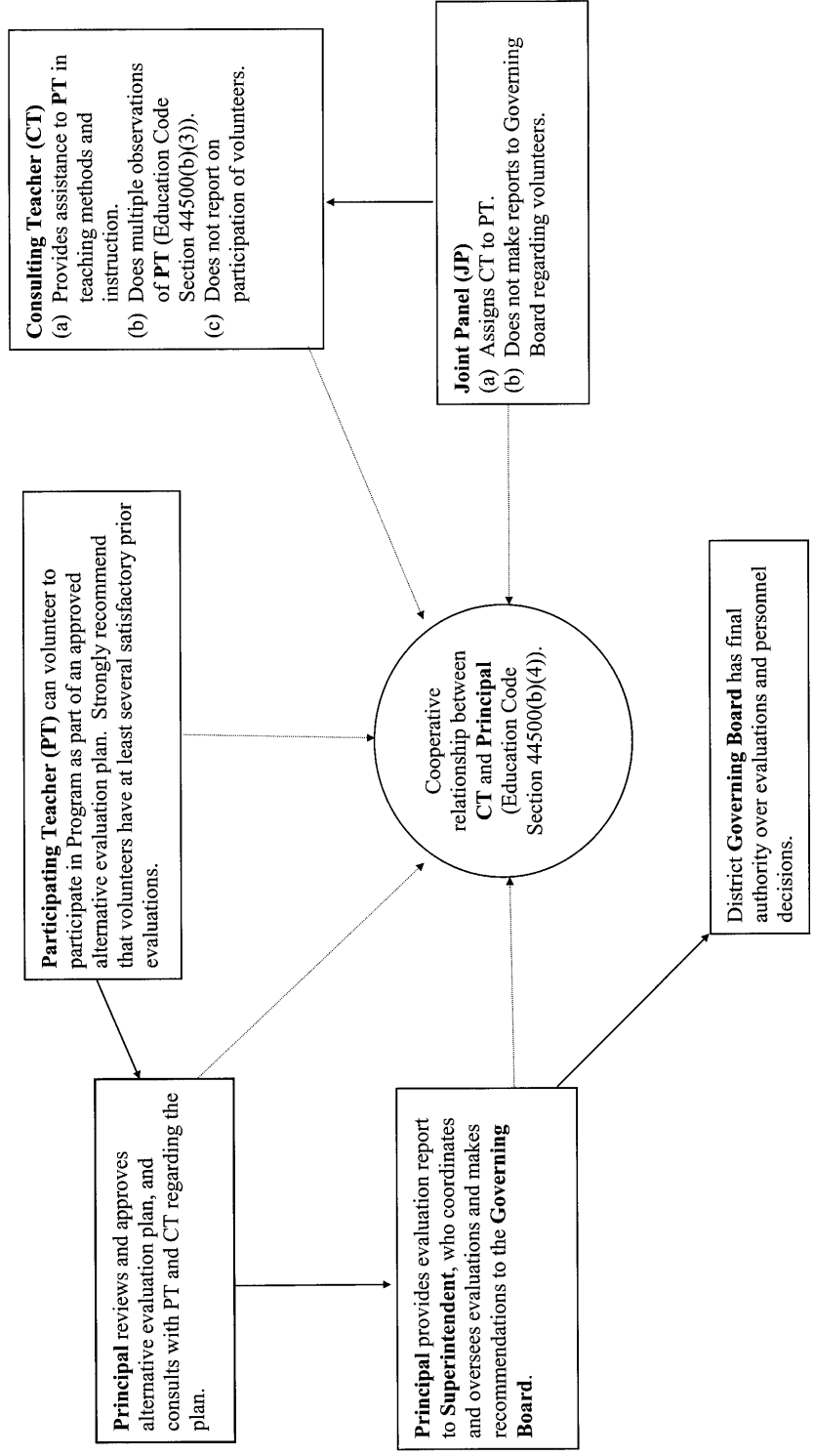
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Diagram 2
Model Peer Program Structure
For Beginning Teachers



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Diagram 3
Model Peer Program Review Structure For
Voluntary Participating Teachers



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APPENDIX I: GRIEVANCE FORM

BERRYESSA UNION SCHOOL DISTRICT

GRIEVANCE FORM

Name of Grievant: _____ Date Filed: _____

Immediate Supervisor: _____ Site: _____

Conferee(s) if any: _____ Level: _____

1. Date grievance occurred: _____

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

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

2. Remedy desired:

Signature of Grievant

Signature of Conferee (if any)

APPENDIX J: EDUCATION CODE SECTION 35036

35036.

(a) Notwithstanding subdivision (d) of Section 35035, the superintendent of a school district may not transfer a teacher who requests to be transferred to a school offering kindergarten or any of grades 1 to 12, inclusive, that is ranked in deciles 1 to 3, inclusive, on the Academic Performance Index if the principal of the school refuses to accept the transfer.

(b) The governing board of a school district may not adopt a policy or regulation, or enter into a collective bargaining agreement, that assigns, after April 15 of the school year prior to the school year in which the transfer would become effective, priority to a teacher who requests to be transferred to another school over other qualified applicants who have applied for positions requiring certification qualification at the school.

(c) The prohibitions in this section shall become operative on January 1, 2007. If the prohibitions in this section are in direct conflict with the terms of a collective bargaining agreement in effect on January 1, 2007, the prohibitions of this section shall become operative on the employees governed by that agreement upon its expiration.